



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail - Final-revised City Council

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Monday, June 29, 2020

4:00 PM

City Hall Council Chambers

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**CALL TO ORDER:** Pursuant to due notice and call thereof a **SPECIAL Meeting of the Grand Rapids City Council** will be held on **Monday, June 29, 2020 at 4:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

### CALL OF ROLL

1. 20-1140 Consider adopting a resolution accepting a \$50,000 grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) Community Infrastructure program for the Northern Community Radio Tower/Transmitter Project.  
**Attachments:** [Resolution Accepting IRRR Community infrastructure grant KAXE.pdf](#)  
[KAXE Project Grant Agreement.pdf](#)  
[Grant Agreement Exhibits.pdf](#)
  
2. 20-1148 Consider approving a liquor license for the VFW Post 1720 for the remainder of the year, contingent upon receipt of all required fees and documentation.
  
3. 20-1153 Consider approving temporary liquor license for VFW Post 1720 Ponti Peterson Post from July 4, 2020 - July 7, 2020.

### ADJOURNMENT



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1140      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 6/17/2020      **In control:** City Council  
**On agenda:** 6/29/2020      **Final action:** 6/29/2020  
**Title:** Consider adopting a resolution accepting a \$50,000 grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) Community Infrastructure program for the Northern Community Radio Tower/Transmitter Project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Resolution Accepting IRRR Community infrastructure grant KAXE.pdf](#)  
[KAXE Project Grant Agreement.pdf](#)  
[Grant Agreement Exhibits.pdf](#)

Date	Ver.	Action By	Action	Result
6/29/2020	1	City Council	Approved As Presented	Pass

Consider adopting a resolution accepting a \$50,000 grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) Community Infrastructure program for the Northern Community Radio Tower/Transmitter Project.

### **Background Information:**

On March 23, 2020, the City Council authorized an application for a \$50,000 Community Infrastructure grant from IRRR. On June 10, 2020, the IRRR Board approved the grant request. The attached resolution authorizes the acceptance of the grant.

### **Requested City Council Action**

Adopt a resolution accepting a \$50,000 grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) Community Infrastructure program for the Northern Community Radio Tower/Transmitter Project and authorize the Mayor and City Administrator to execute the Grant Agreement.

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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING A \$50,000.00 GRANT FROM THE MINNESOTA DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION (IRRR) COMMUNITY INFRASTRUCTURE PROGRAM FOR THE NORTHERN COMMUNITY RADIO TOWER/TRANSMITTER PROJECT

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

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$50,000.00 Community Infrastructure Grant associated with the development of new tower and transmitter.

Adopted this 22nd day of June, 2020.

\_\_\_\_\_  
Dale Adams, Mayor

Attest:

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

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

**STATE OF MINNESOTA  
GRANT CONTRACT**

<b>PO ID</b> 3000007877	<b>PO Date</b> June 11, 2020		<b>Fiscal Year</b> 2020	<b>Grant Award</b> \$50,000.00
<b>Vendor ID</b> 0000195352	<b>Fund</b> 2370	<b>Fin Dept ID</b> B4335340	<b>Approp ID</b> B43TCPJ	<b>Account</b> 441352

This grant contract is between the State of Minnesota, acting through the Department of Iron Range Resources and Rehabilitation ("hereinafter, Iron Range Resources and Rehabilitation or State") and Grand Rapids City of - 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744 ("GRANTEE").

## **Recitals**

1. Under Minn. Stat. Sec. 298.22 and 298.223 and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 20-026 the State is empowered to enter into this grant.
2. As part of its mission, Iron Range Resources and Rehabilitation will grant funds for local economic development projects located within the Taconite Assistance Area defined in Minn. Stat. Sec. 273.1341. Iron Range Resources and Rehabilitation has determined that completion of this project will support those purposes.
3. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. Sec. 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## **Grant Contract**

### **1 Term of Grant Contract**

#### **1.1 Effective date:**

June 17, 2020, or the date the State obtains all required signatures under Minn. Stat. Sec. 16B.98, Subd. 5, whichever is later. Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

#### **1.2 Expiration date:**

June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### **1.3 Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

### **2 Grantee's Duties**

The Grantee, who is not a state employee, will: perform the duties specified in Exhibit A which is attached hereto and incorporated into this grant contract. The grantee will comply with required grants management policies and procedures set forth through Minn. Stat. Sec. 16B.97, Subd. 4 (a)

(1).

### **3 Time**

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

### **4 Consideration and Payment**

#### **4.1 Consideration.**

The State will pay for all services performed by the Grantee under this grant contract as follows:

##### **(a) Compensation**

The Grantee will be paid according to the breakdown of costs contained in Exhibit B, which is attached hereto and incorporated into this grant contract.

##### **(b) Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be according to the breakdown of costs contained in Exhibit B; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

##### **(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$50,000.00 and be in accordance with the breakdown of costs contained in Exhibit B.

#### **4.2 Payment**

##### **(a) Invoices**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the breakdown of costs contained in Exhibit B.

##### **(b) Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

#### **4.3 Contracting and Bidding Requirements**

**(a)** Per Minn. Stat. Sec. 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

**(b)** For projects that include construction work, prevailing wage rates must be paid pursuant to

Minn. Stat. Sec.177.41-177.44 and per the Iron Range Resources and Rehabilitation Board Resolution No. FY96-005, which is attached hereto and incorporated by reference into this grant contract as Exhibit C (for projects that include construction work). Consequently, the bid request must state the project is subject to the payment of *prevailing wages*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

## **5 Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## **6 Authorized Representative**

The State's Authorized Representative is Chris Ismil, 4261 Hwy 53 S, Eveleth, Minnesota, 55734, (218) 735-3010, [chris.ismil@state.mn.us](mailto:chris.ismil@state.mn.us) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Rob Mattei, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744, 218-326-7600, [rmattei@ci.grand-rapids.mn.us](mailto:rmattei@ci.grand-rapids.mn.us). If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## **7 Assignment Amendments, Waiver, and Grant Contract Complete**

### **7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### **7.2 Amendments**

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

### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

### **7.4 Grant Contract Complete**

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the

performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## **9 State Audits**

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

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

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

### **10.2 Intellectual Property Rights**

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

## **11 Workers Compensation**

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

## **12 Publicity and Endorsement**

### **12.1 Publicity**

Any publicity regarding the subject matter of this grant contract must identify the Department of Iron Range Resources and Rehabilitation as the sponsoring agency and must not be released without prior written approval from the Iron Range Resources and Rehabilitation's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

### **12.2 Endorsement**

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

## **13 Governing Law, Jurisdiction, and Venue**

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

## **14 Termination**

### **14.1 Termination by the State**

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **14.2 Termination for Cause**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **14.3 Termination for Insufficient Funding**

The State may immediately terminate this grant contract if:

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

## **15 Data Disclosure**

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

## **16 Provisions**

Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minn. Stat. Sec. 181.59 (Non-discrimination); Minn. Stat. Sec.116J.871 and 177.43 (Prevailing Wages); Minn. Stat. Sec. 574.26 (Payment and Performance Bonds); Minn. Stat. Sec. 363A.36 (Certificate of Compliance for private entities); and Minn. Stat. Sec.116L.66 (Job Listings for grants of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C.A. Sect. 12101.



The grant is subject to the provisions in Minn. Stat. Sec. 16B.97 and .98.

This document may be executed in counterparts. The parties may provide electronic signatures pursuant to the authority of Minn. Stat. Ch. 325L.

**1. STATE ENCUMBRANCE VERIFICATION**

**3. STATE AGENCY**

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

Electronically Approved and Signed  
Signed: Bob Scuffy  
Title: Accounting Director  
Date: June 11, 2020

Electronically Approved and Signed  
By: Mark R Phillips  
Title: Commissioner  
Date: June 17, 2020

**2. GRANTEE**

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

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

Distribution:

Agency

Grantee

State's Authorized Representative

## **EXHIBIT A: DUTIES**

The Grantee, who is not an Agency employee, will use the Department of Iron Range Resources and Rehabilitation (Agency) monies provided to the city of Grand Rapids for the construction of a new tower and transmitter for KAXE public service radio.

The agency requires a 1:1 match per project. In-kind materials and/or labor ARE NOT eligible towards the project

Eligible expenses are outlined in the budget of the application. Related expenses must be pre-approved by the agency's Authorized Representative.

### **REPORTING REQUIREMENTS:**

The grantee will submit a progress report to the Department of Iron Range Resources and Rehabilitation if the grant period exceeds 12 months.

The grantee will submit a final report to the agency prior to final disbursement of grant funds. The agency's authorized representative may conduct a site visit or call as a monitoring requirement for the project.

### **ACKNOWLEDGEMENT:**

As a condition of receiving grant funding, grantee agrees to acknowledgment of the grant by displaying signage that is clearly visible to the public. Signage will be provided by Iron Range Resources and Rehabilitation, and may be in the form of a plaque, construction site board, window decal, or other signage.

**Prevailing wages must be paid on the project according to the IRRRB Board Resolution No. 96-005, see attached Exhibit C.**

## **EXHIBIT B: PAYMENTS**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$50,000.00. The Department of Iron Range Resources and Rehabilitation will promptly pay the Grantee after the Grantee presents itemized invoices for the services actually performed and the agency's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.

Architectural and engineering fees in excess of 10% of the total infrastructure and site development costs are ineligible for reimbursement.

# EXHIBIT C

## IRON RANGE RESOURCES AND REHABILITATION BOARD OF THE STATE OF MINNESOTA

Resolution No.: FY96-005

WHEREAS, the Board is authorized and required under the provisions of Minnesota Statutes: Section 298.22, subdivision 2; Section 298.223, Subdivision 2; and Section 298.296, subdivision 2, to approve projects before any funds made available to the Commissioner under any such section (hereafter referred to as "IRRRB Funds") may be expended; and

WHEREAS, the Board met in open session on Friday, March 22, 1996, at Room 229, in the State Capitol Building, St. Paul, Minnesota, to consider the approval of various projects to be financed with IRRRB Funds, and at such meeting considered and discussed whether or under what circumstances wages should be paid to workers on IRRRB funded projects at rates which are consistent with the prevailing wage requirements for projects subject to Minnesota Statutes Sections 177.41 to 177.44;

WHEREAS, the Board on Monday, April 29, 1996, met in open session at the IRRRB Building at Eveleth, Minnesota, and further considered the matter of its policy on prevailing wages; and

WHEREAS, on the basis of such discussions and considerations the Board has determined that a policy statement regarding the payment of prevailing wages on IRRRB funded projects should be adopted so that it can be referred to and incorporated by reference as a condition of the Board's approval of specific projects which from time to time hereafter are submitted to it by the Commissioner for approval;

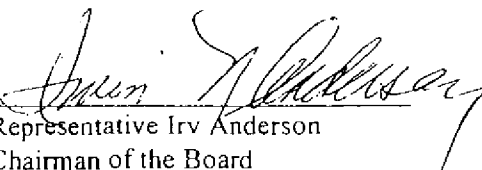
NOW, THEREFORE, BE IT RESOLVED that when the Board determines to invoke or apply a prevailing wage condition on a project, it intends that substantially the following language be inserted in the contract:

This Board's approval of funding for this project is subject to the further condition that the Grantee/Borrower must, before any IRRRB funds are paid or released, first certify to the commissioners of labor and industry and of Iron Range Resources and Rehabilitation that it will pay or require to be paid to all laborers, workers and mechanics performing work at the Project Site being financed in whole or in part with such IRRRB funds, wages at a rate not less than the prevailing wage rates as defined in Minnesota Statutes § 177.42, subdivision 6, as amended. The term "Project Site" shall include not only the immediate physical location at which the improvements funded in whole or in part by these approved IRRRB funds are to be made, but also any other areas of substantially concurrent construction work within the same building or on the same or a connected parcel of land which is being done by the grantee/borrower or by a private business entity in association with the Grantee's/Borrower's project or in contractual reliance upon its being done.

BE IT FURTHER RESOLVED that this resolution may hereafter be referenced and referred to as "Resolution 96-005"

PASSED AND ADOPTED BY VOTE OF THE IRON RANGE RESOURCES AND REHABILITATION BOARD THIS  
29th DAY OF APRIL, 1996

AYES: 11  
NAYS: 0  
ABSTENTIONS: 0  
ABSENT: 0

Signed:   
Representative Irv Anderson  
Chairman of the Board



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1148      **Version:** 1      **Name:** Consider approving a liquor license for the VFW Post 1720 for the remainder of the year, contingent upon receipt of all required fees and documentation.

**Type:** Agenda Item      **Status:** Passed

**File created:** 6/24/2020      **In control:** City Council

**On agenda:** 6/29/2020      **Final action:** 6/29/2020

**Title:** Consider approving a liquor license for the VFW Post 1720 for the remainder of the year, contingent upon receipt of all required fees and documentation.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
6/29/2020	1	City Council	Approved As Presented	Pass

Consider approving a liquor license for the VFW Post 1720 for the remainder of the year, contingent upon receipt of all required fees and documentation.

**Background Information:**

The VFW Post 1720 has submitted an application for a Club On-Sale retail liquor license for the remainder of 2020. A new application is required because they have relocated.

**Staff Recommendation:**

Approve the license for a Club On-Sale retail liquor license for the VFW Post 1720 and authorize City staff to move forward with issuance.

**Requested City Council Action**

Make a motion approving a liquor license to the VFW Post 1720 contingent upon receipt of all required fees and documentation.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1153      **Version:** 1      **Name:** Consider approving temporary liquor license for VFW Post 1720 Ponti Peterson Post from July 4, 2020 - July 7, 2020.

**Type:** Agenda Item      **Status:** Passed

**File created:** 6/26/2020      **In control:** City Council

**On agenda:** 6/29/2020      **Final action:** 6/29/2020

**Title:** Consider approving temporary liquor license for VFW Post 1720 Ponti Peterson Post from July 4, 2020 - July 7, 2020.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
6/29/2020	1	City Council	Approved As Presented	Pass

Consider approving temporary liquor license for VFW Post 1720 Ponti Peterson Post from July 4, 2020 - July 7, 2020.

**Background Information:**

The VFW Post 1720 Ponti Peterson Post has submitted an application for a temporary 1-4 day liquor license.

**Staff Recommendation:**

Approve and authorize submission to the State of Minnesota for issuance.

**Requested City Council Action**

Make a motion approving temporary liquor license for VFW Post 1720 Ponti Peterson Post from July 4, 2020 - July 7, 2020.



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail - Final-revised City Council

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Monday, June 29, 2020

4:00 PM

City Hall Council Chambers

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**CALL TO ORDER:** Pursuant to due notice and call thereof a **SPECIAL Meeting of the Grand Rapids City Council** will be held on **Monday, June 29, 2020 at 4:00 p.m.** in **City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

### CALL OF ROLL

1. 20-1140 Consider adopting a resolution accepting a \$50,000 grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) Community Infrastructure program for the Northern Community Radio Tower/Transmitter Project.  
**Attachments:** [Resolution Accepting IRRR Community infrastructure grant KAXE.pdf](#)  
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2. 20-1148 Consider approving a liquor license for the VFW Post 1720 for the remainder of the year, contingent upon receipt of all required fees and documentation.
  
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### ADJOURNMENT



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**Type:** Agenda Item      **Status:** Passed  
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**Sponsors:**

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Date	Ver.	Action By	Action	Result
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### **Background Information:**

On March 23, 2020, the City Council authorized an application for a \$50,000 Community Infrastructure grant from IRRR. On June 10, 2020, the IRRR Board approved the grant request. The attached resolution authorizes the acceptance of the grant.

### **Requested City Council Action**

Adopt a resolution accepting a \$50,000 grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) Community Infrastructure program for the Northern Community Radio Tower/Transmitter Project and authorize the Mayor and City Administrator to execute the Grant Agreement.



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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING A \$50,000.00 GRANT FROM THE MINNESOTA DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION (IRRR) COMMUNITY INFRASTRUCTURE PROGRAM FOR THE NORTHERN COMMUNITY RADIO TOWER/TRANSMITTER PROJECT

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

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$50,000.00 Community Infrastructure Grant associated with the development of new tower and transmitter.

Adopted this 22nd day of June, 2020.

\_\_\_\_\_  
Dale Adams, Mayor

Attest:

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

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

**STATE OF MINNESOTA  
GRANT CONTRACT**

<b>PO ID</b> 3000007877	<b>PO Date</b> June 11, 2020		<b>Fiscal Year</b> 2020	<b>Grant Award</b> \$50,000.00
<b>Vendor ID</b> 0000195352	<b>Fund</b> 2370	<b>Fin Dept ID</b> B4335340	<b>Approp ID</b> B43TCPJ	<b>Account</b> 441352

This grant contract is between the State of Minnesota, acting through the Department of Iron Range Resources and Rehabilitation ("hereinafter, Iron Range Resources and Rehabilitation or State") and Grand Rapids City of - 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744 ("GRANTEE").

## **Recitals**

1. Under Minn. Stat. Sec. 298.22 and 298.223 and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 20-026 the State is empowered to enter into this grant.
2. As part of its mission, Iron Range Resources and Rehabilitation will grant funds for local economic development projects located within the Taconite Assistance Area defined in Minn. Stat. Sec. 273.1341. Iron Range Resources and Rehabilitation has determined that completion of this project will support those purposes.
3. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. Sec. 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

## **Grant Contract**

### **1 Term of Grant Contract**

#### **1.1 Effective date:**

June 17, 2020, or the date the State obtains all required signatures under Minn. Stat. Sec. 16B.98, Subd. 5, whichever is later. Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

#### **1.2 Expiration date:**

June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### **1.3 Survival of Terms.**

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

### **2 Grantee's Duties**

The Grantee, who is not a state employee, will: perform the duties specified in Exhibit A which is attached hereto and incorporated into this grant contract. The grantee will comply with required grants management policies and procedures set forth through Minn. Stat. Sec. 16B.97, Subd. 4 (a)

(1).

### **3 Time**

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

### **4 Consideration and Payment**

#### **4.1 Consideration.**

The State will pay for all services performed by the Grantee under this grant contract as follows:

##### **(a) Compensation**

The Grantee will be paid according to the breakdown of costs contained in Exhibit B, which is attached hereto and incorporated into this grant contract.

##### **(b) Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be according to the breakdown of costs contained in Exhibit B; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

##### **(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$50,000.00 and be in accordance with the breakdown of costs contained in Exhibit B.

#### **4.2 Payment**

##### **(a) Invoices**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the breakdown of costs contained in Exhibit B.

##### **(b) Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

#### **4.3 Contracting and Bidding Requirements**

**(a)** Per Minn. Stat. Sec. 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

**(b)** For projects that include construction work, prevailing wage rates must be paid pursuant to

Minn. Stat. Sec.177.41-177.44 and per the Iron Range Resources and Rehabilitation Board Resolution No. FY96-005, which is attached hereto and incorporated by reference into this grant contract as Exhibit C (for projects that include construction work). Consequently, the bid request must state the project is subject to the payment of *prevailing wages*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

## **5 Conditions of Payment**

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## **6 Authorized Representative**

The State's Authorized Representative is Chris Ismil, 4261 Hwy 53 S, Eveleth, Minnesota, 55734, (218) 735-3010, [chris.ismil@state.mn.us](mailto:chris.ismil@state.mn.us) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Rob Mattei, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744, 218-326-7600, [rmattei@ci.grand-rapids.mn.us](mailto:rmattei@ci.grand-rapids.mn.us). If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## **7 Assignment Amendments, Waiver, and Grant Contract Complete**

### **7.1 Assignment**

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### **7.2 Amendments**

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

### **7.3 Waiver**

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

### **7.4 Grant Contract Complete**

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## **8 Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the

performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## **9 State Audits**

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

## **10 Government Data Practices and Intellectual Property Rights**

### **10.1 Government Data Practices**

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

### **10.2 Intellectual Property Rights**

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

## **11 Workers Compensation**

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

## **12 Publicity and Endorsement**

### **12.1 Publicity**

Any publicity regarding the subject matter of this grant contract must identify the Department of Iron Range Resources and Rehabilitation as the sponsoring agency and must not be released without prior written approval from the Iron Range Resources and Rehabilitation's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

### **12.2 Endorsement**

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

## **13 Governing Law, Jurisdiction, and Venue**

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

## **14 Termination**

### **14.1 Termination by the State**

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### **14.2 Termination for Cause**

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### **14.3 Termination for Insufficient Funding**

The State may immediately terminate this grant contract if:

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

## **15 Data Disclosure**

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

## **16 Provisions**

Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minn. Stat. Sec. 181.59 (Non-discrimination); Minn. Stat. Sec.116J.871 and 177.43 (Prevailing Wages); Minn. Stat. Sec. 574.26 (Payment and Performance Bonds); Minn. Stat. Sec. 363A.36 (Certificate of Compliance for private entities); and Minn. Stat. Sec.116L.66 (Job Listings for grants of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C.A. Sect. 12101.

The grant is subject to the provisions in Minn. Stat. Sec. 16B.97 and .98.

This document may be executed in counterparts. The parties may provide electronic signatures pursuant to the authority of Minn. Stat. Ch. 325L.

**1. STATE ENCUMBRANCE VERIFICATION**

**3. STATE AGENCY**

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

Electronically Approved and Signed  
Signed: Bob Scuffy  
Title: Accounting Director  
Date: June 11, 2020

Electronically Approved and Signed  
By: Mark R Phillips  
Title: Commissioner  
Date: June 17, 2020

**2. GRANTEE**

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

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

Distribution:

Agency

Grantee

State's Authorized Representative

## **EXHIBIT A: DUTIES**

The Grantee, who is not an Agency employee, will use the Department of Iron Range Resources and Rehabilitation (Agency) monies provided to the city of Grand Rapids for the construction of a new tower and transmitter for KAXE public service radio.

The agency requires a 1:1 match per project. In-kind materials and/or labor ARE NOT eligible towards the project

Eligible expenses are outlined in the budget of the application. Related expenses must be pre-approved by the agency's Authorized Representative.

### **REPORTING REQUIREMENTS:**

The grantee will submit a progress report to the Department of Iron Range Resources and Rehabilitation if the grant period exceeds 12 months.

The grantee will submit a final report to the agency prior to final disbursement of grant funds. The agency's authorized representative may conduct a site visit or call as a monitoring requirement for the project.

### **ACKNOWLEDGEMENT:**

As a condition of receiving grant funding, grantee agrees to acknowledgment of the grant by displaying signage that is clearly visible to the public. Signage will be provided by Iron Range Resources and Rehabilitation, and may be in the form of a plaque, construction site board, window decal, or other signage.

**Prevailing wages must be paid on the project according to the IRRRB Board Resolution No. 96-005, see attached Exhibit C.**



## **EXHIBIT B: PAYMENTS**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$50,000.00. The Department of Iron Range Resources and Rehabilitation will promptly pay the Grantee after the Grantee presents itemized invoices for the services actually performed and the agency's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.

Architectural and engineering fees in excess of 10% of the total infrastructure and site development costs are ineligible for reimbursement.

# EXHIBIT C

## IRON RANGE RESOURCES AND REHABILITATION BOARD OF THE STATE OF MINNESOTA

Resolution No.: FY96-005

WHEREAS, the Board is authorized and required under the provisions of Minnesota Statutes: Section 298.22, subdivision 2; Section 298.223, Subdivision 2; and Section 298.296, subdivision 2, to approve projects before any funds made available to the Commissioner under any such section (hereafter referred to as "IRRRB Funds") may be expended; and

WHEREAS, the Board met in open session on Friday, March 22, 1996, at Room 229, in the State Capitol Building, St. Paul, Minnesota, to consider the approval of various projects to be financed with IRRRB Funds, and at such meeting considered and discussed whether or under what circumstances wages should be paid to workers on IRRRB funded projects at rates which are consistent with the prevailing wage requirements for projects subject to Minnesota Statutes Sections 177.41 to 177.44;

WHEREAS, the Board on Monday, April 29, 1996, met in open session at the IRRRB Building at Eveleth, Minnesota, and further considered the matter of its policy on prevailing wages; and

WHEREAS, on the basis of such discussions and considerations the Board has determined that a policy statement regarding the payment of prevailing wages on IRRRB funded projects should be adopted so that it can be referred to and incorporated by reference as a condition of the Board's approval of specific projects which from time to time hereafter are submitted to it by the Commissioner for approval;

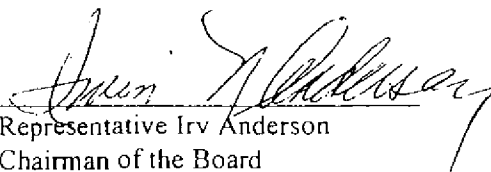
NOW, THEREFORE, BE IT RESOLVED that when the Board determines to invoke or apply a prevailing wage condition on a project, it intends that substantially the following language be inserted in the contract:

This Board's approval of funding for this project is subject to the further condition that the Grantee/Borrower must, before any IRRRB funds are paid or released, first certify to the commissioners of labor and industry and of Iron Range Resources and Rehabilitation that it will pay or require to be paid to all laborers, workers and mechanics performing work at the Project Site being financed in whole or in part with such IRRRB funds, wages at a rate not less than the prevailing wage rates as defined in Minnesota Statutes § 177.42, subdivision 6, as amended. The term "Project Site" shall include not only the immediate physical location at which the improvements funded in whole or in part by these approved IRRRB funds are to be made, but also any other areas of substantially concurrent construction work within the same building or on the same or a connected parcel of land which is being done by the grantee/borrower or by a private business entity in association with the Grantee's/Borrower's project or in contractual reliance upon its being done.

BE IT FURTHER RESOLVED that this resolution may hereafter be referenced and referred to as "Resolution 96-005"

PASSED AND ADOPTED BY VOTE OF THE IRON RANGE RESOURCES AND REHABILITATION BOARD THIS  
29th DAY OF APRIL, 1996

AYES: 11  
NAYS: 0  
ABSTENTIONS: 0  
ABSENT: 0

Signed:   
Representative Irv Anderson  
Chairman of the Board



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1148      **Version:** 1      **Name:** Consider approving a liquor license for the VFW Post 1720 for the remainder of the year, contingent upon receipt of all required fees and documentation.

**Type:** Agenda Item      **Status:** Passed

**File created:** 6/24/2020      **In control:** City Council

**On agenda:** 6/29/2020      **Final action:** 6/29/2020

**Title:** Consider approving a liquor license for the VFW Post 1720 for the remainder of the year, contingent upon receipt of all required fees and documentation.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
6/29/2020	1	City Council	Approved As Presented	Pass

Consider approving a liquor license for the VFW Post 1720 for the remainder of the year, contingent upon receipt of all required fees and documentation.

**Background Information:**

The VFW Post 1720 has submitted an application for a Club On-Sale retail liquor license for the remainder of 2020. A new application is required because they have relocated.

**Staff Recommendation:**

Approve the license for a Club On-Sale retail liquor license for the VFW Post 1720 and authorize City staff to move forward with issuance.

**Requested City Council Action**

Make a motion approving a liquor license to the VFW Post 1720 contingent upon receipt of all required fees and documentation.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 20-1153      **Version:** 1      **Name:** Consider approving temporary liquor license for VFW Post 1720 Ponti Peterson Post from July 4, 2020 - July 7, 2020.

**Type:** Agenda Item      **Status:** Passed

**File created:** 6/26/2020      **In control:** City Council

**On agenda:** 6/29/2020      **Final action:** 6/29/2020

**Title:** Consider approving temporary liquor license for VFW Post 1720 Ponti Peterson Post from July 4, 2020 - July 7, 2020.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
6/29/2020	1	City Council	Approved As Presented	Pass

Consider approving temporary liquor license for VFW Post 1720 Ponti Peterson Post from July 4, 2020 - July 7, 2020.

**Background Information:**

The VFW Post 1720 Ponti Peterson Post has submitted an application for a temporary 1-4 day liquor license.

**Staff Recommendation:**

Approve and authorize submission to the State of Minnesota for issuance.

**Requested City Council Action**

Make a motion approving temporary liquor license for VFW Post 1720 Ponti Peterson Post from July 4, 2020 - July 7, 2020.