

# Meeting Agenda Full Detail City Council

Monday, August 12, 2019

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, August 12, 2019 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL** 

#### PRESENTATIONS/PROCLAMATIONS

#### **MEETING PROTOCOL POLICY**

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

#### **PUBLIC FORUM**

#### **COUNCIL REPORTS**

#### **APPROVAL OF MINUTES**

<u>19-0510</u> Consider approving Council minutes for Monday, July 22, 2019 Worksession & Regular

meetings.

Attachments: July 22, 2019 Worksession.pdf

July 22, 2019 Regular Meeting.pdf

#### **VERIFIED CLAIMS**

19-0505 Consider approving the verified claims for the period July 16, 2019 - August 5, 2019 in the

total amount of \$844,169.77 and approve payment to Aaron Squadroni in the amount of

\$11,000 per artwork design agreement.

Attachments: COUNCIL BILL LIST 08-12-19.pdf

#### **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.

City Council		Meeting Agenda Full Detail August		August 12, 2019		
1.	19-0452	Consider refu	nding prorated liquor license fees to Grand Rapids Ground R	ound.		
		<u>Attachments:</u>	Reimbursement request Ground Round.pdf			
2.	<u>19-0476</u>	Consider refu	nding partial prorated fees to Rapids Brewing Inc.			
3.	<u>19-0480</u>		Consider approving a resolution to accept a \$3,000 donation from the Greater Pokegama Lake Association for the Independence Day Fireworks at Pokegama Lake.			
		Attachments:	Fireworks Resolution.pdf			
4.	<u>19-0481</u>		orizing a submittal of a grant request to the Blandin Foundati to the Mississippi River (Blandin) Park.	on for		
		Attachments:	Property Map			
			Improvement Map2			
			Mississippi River (Blandin) Park Improvements Cost Estim	<u>ate</u>		
			Project Budget			
5.	19-0482	·	Consider adopting a resolution and approving a grant agreement with the FAA to accommow removal equipment for the Grand Rapids / Itasca County Airport.			
		Attachments:	FAA Grant Agreement			
			Resolution Accepting FAA Grant			
			Federal certifications			
			2019 Grant Request Letter 06272019			
6.	19-0483		oting a resolution approving a grant agreement with the State we removal equipment for the Grand Rapids / Itasca County A			
		Attachments:	State Agreement			
			Resolution Approving State Grant			
			Resolution Accepting State Grant			
			2019 Grant Request Letter 06272019			
7.	<u>19-0484</u>		oting a resolution accepting a donation of \$350.00 from Gran ommerce to the Grand Rapids Police Reserve Program.	d Rapids Area		
		Attachments:	PD Chamber of Commerce			
8.	<u>19-0485</u>		ating the Grand Rapids / Itasca County Airport ARFF vehicle bing Airport Authority.	to the		
		Attachments:	ARFF Truck Donation Letter			
			ARFF.Transfer.2019			
9.	19-0486	Consider application	roving service agreement with AmeriPride Services for floor nentral School.	nat rental and		
			CC Amariarida agrica agracament 1			

CS Ameripride service agreement 1

Attachments:

10.	19-0487	Consider approving Change Order 1 related to CP 2019-2, Grand Rapids-Cohasset Connection Trail. <u>Attachments:</u> <u>CO 1</u>	
11.	<u>19-0489</u>	Consider accepting the resignation of Lauren Van Den Heuvel from the position of Communications Specialist.	
12.	<u>19-0491</u>	Consider approving the hiring of a seasonal part-time employee at the City of Grand Rapids Park and Recreation Department and the IRA Civic Center.	
13.	19-0492	Consider entering into an agreement with area businesses for advertising at the IRA Civic Center.	
		Attachments: Ardent Bicycles - 2020-partially signed	
		Brewed Awakenings - 2020-partially signed	
14.	<u>19-0499</u>	Consider authorizing staff to advertise the sale of the diesel generator at the Grand Rapids / Itasca County Airport.	
15.	<u>19-0501</u>	Consider entering into a rental agreement with RC Rentals, LLC of Grand Rapids, MN	
		Attachments: RC Rental	
16.	<u>19-0502</u>	Consider accepting the Fire Relief Association Schedule Form for Lump Sum Pension reporting Year 2019, the 2018 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.	
		Attachments: 2019 SC-19	
17.	<u>19-0503</u>	Consider entering into an agreement with Get Fit Itasca via Itasca County Family YMCA for a community bike share program and informational kiosks.	
		<u>Attachments:</u> Bike Share Agreement	
18.	<u>19-0506</u>	Consider approving temporary liquor licenses for MacRostie Art Center for First Friday events through January 3, 2020.	
19.	<u>19-0507</u>	Consider approving a resolution accepting cash donations of \$300.00 from Meds 1 Ambulance Service, \$250 from the Blandin Foundation, \$50 from Benders Shoes, \$200 from John Dimich, \$475 from the FOP Lodge #24 Auxiliary and \$100 from Ross Resources. 2 bikes from Rays Sport and Cycle, 2 bikes from US Bank, 2 bikes and balloons from Target, 2 bikes from Walmart, 2 bikes from Fraternal Order of Police Lodge #24, 1 bike from the Phil Windorski Memorial Foundation, 1 bike from Affinity Plus Federal Credit Union and helium for the balloons valued at \$220 from Rapids Welding for National Night Out held August 6, 2019.  **Attachments:** PD Natl Night Out	
20.	19-0508	Consider approving temporary liquor license for St. Joseph's Church event on September	

7, 2019.

21. 19-0509 Consider entering into a lease for a photo copier at the Fire Department.

Attachments: Fire Department Konica Copier Contract 080819.pdf

22. 19-0511 Consider entering into an agreement with Zix for email security and encryption services.

Attachments: City of Grand Rapids - ZixEncrypt.pdf

23. 19-0514 Consider a recommendation from the Arts and Culture Commission to cost participate in

a downtown mapping project.

Attachments: AC Mapping Scope

24. 19-0519 Consider adopting job description for Building Maintenance position.

#### **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**

25. 19-0512 Review and acknowledge approved minutes for Boards & Commissions.

Attachments: May 15, 2019 HRA Minutes.pdf

June 19, 2019 HRA Minutes.pdf

June 26, 2019 Human Rights Minutes.pdf
July 2, 2019 Arts & Culture minutes.pdf

#### **DEPARTMENT HEAD REPORT**

26. 19-0520 Fire Department - Chief Travis Cole

#### COMMUNITY DEVELOPMENT

27. <u>19-0497</u> Consider adopting a resolution approving a Preliminary Development Agreement between

the City, the Grand Rapids EDA and Unique Opportunities LLC.

Attachments: City Resolution Approving Pre-lim Development Agreement

Preliminary Development Agreement - Unique Opportunities LLC

Unique Opportunities location map

#### **ENGINEERING**

28. 19-0488 Consider authorizing Public Works/Engineering to solicit quotes for the Horn Bridge Maintenance Project.

Attachments: HORN BRIDGE MAINTENANCE PLAN

#### FINANCE DEPARTMENT

29. 19-0493 Consider adopting a resolution awarding the sale of the \$1,585,000 General Obligation

Bonds, Series 2019A

Attachments: Grand Rapids GO 2019A Award Resolution

RatingsDirect SummaryGrandRapidsMinnesotaGeneralObligation Aug-08-201

#### FIRE DEPARTMENT

30. <u>19-0498</u> Consider Purchase of a 2020 Rosenbaurer Fire Engine.

Attachments: GRFD FIRE EQUIPMENT PURCHASE LIST

115 Equipment Bids0001
115 Equipment Bids0002
115 Equipment Bids0003
115 Equipment Bids0004
115 Equipment Bids0005
115 Equipment Bids0006
115 Equipment Bids0007
115 Equipment Bids0007

GRAND RAPIDS 2019 HGAC CONTRACT

GRAND RAPIDS 2019 URBAN INTERFACE BODY SPECIFICATIONS

GRAND RAPIDS MN (P7263-05) WB

P7263-06 Model (1)

R-MN Grand Rapids HV507 4x4 4dr 46000 GVWR

#### **INFORMATION TECHNOLOGY**

31. <u>19-0513</u> Consider approving the purchase of replacement Police squad mobile computers.

Attachments: SHI Quote-17353298.pdf

#### ADMINISTRATION DEPARTMENT

32. <u>19-0490</u> Consider appointing Gary DeGrio to the position of Hospital Security Officer Lead.

#### **ADJOURNMENT**

NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 26, 2019, 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



# Legislation Details (With Text)

File #: 19-0510 Version: 1 Name: Council minutes

Type: Agenda Item Status: Approval of Minutes

File created: 8/8/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider approving Council minutes for Monday, July 22, 2019 Worksession & Regular meetings.

Sponsors:

Indexes:

Code sections:

Attachments: July 22, 2019 Worksession.pdf

July 22, 2019 Regular Meeting.pdf

Date Ver. Action By Action Result

Consider approving Council minutes for Monday, July 22, 2019 Worksession & Regular meetings.



# Minutes - Final - Draft City Council Work Session

Monday, July 22, 2019 4:30 PM Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, July 22, 2019 at 4:30 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

Present 4 - Mayor Dale Adams, Councilor Rick Blake, Councilor Tasha Connelly, and Councilor Michelle Toven

Absent 1 - Councilor Dale Christy

Others: Tom Pagel, Chad Sterle, Travis Cole, John Linder, Shawn Graeber, Rob Rima, Barb Baird, Jeff Ingle, Scott Johnson

#### **Discussion Items**

**1.** Discuss Fire Department needs for fire apparatus.

Fire Chief Cole presents background information on departmental truck and equipment needs. Staff has conducted thorough research and are ready to make a recommendation to the Council. Current truck has served beyond years and has no trade in value. Past practice has been to place vehicle for sale or salvage. If acceptable, request for purchase will be brought back to Council on August 12, 2019.

#### Received and Filed

**2.** Review 5:00 PM Regular Meeting

Councilor Toven updates the Council on current status of merger proceedings between the Itasca County and City of Grand Rapids Housing and Redevelopment Authorities.

Noted addition of item 11a) resolution authorizing application and accepting IRRR grant funds & 11b) adoption of amended driving policy. No other changes or additions are noted.

#### **ADJOURN**

There being no further business, the meeting adjourned at 5:19 p.m.

Respectfully submitted:

Kimberly Gibeau Kimberly Gibeau, City Clerk

# CITY OF GRAND RAPIDS IT'S IN MINNESOTA'S PARTURE

# CITY OF GRAND RAPIDS

# Minutes - Final - Draft City Council

Monday, July 22, 2019

5:00 PM

**City Hall Council Chambers** 

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, July 22, 2019 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

#### **CALL OF ROLL**

Present 4 - Mayor Dale Adams

Councilor Rick Blake Councilor Tasha Connelly Councilor Michelle Toven

Absent 1 - Councilor Dale Christy

Others: Tom Pagel, Chad Sterle, Will Richter, Scott Johnson, Barb Baird, Lynn DeGrio, Rob Mattei, Matt Wegwerth, Steve Schaar

#### **MEETING PROTOCOL POLICY**

#### **PUBLIC FORUM**

None.

#### **COUNCIL REPORTS**

Mayor Adams acknowledges the Council's return to City Hall. Though the construction is not complete, the elevator is operational and meetings fully accessible.

Councilor Connelly provided overview of first meeting of the IRA Civic Center Project Steering Committee, and plans moving forward.

#### **APPROVAL OF MINUTES**

Consider approving Council minutes for Monday, July 8, 2019 Regular Meeting.

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

#### **VERIFIED CLAIMS**

Consider approving the verified claims for the period July 2, 2019 to July 15, 2019 in the total amount of \$2,356,131.44, of which \$292,620.05 are debt service payments.

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

Aye 4 - Mayor Dale Adams

Councilor Rick Blake

Councilor Tasha Connelly

Councilor Michelle Toven

#### **CONSENT AGENDA**

1. Consider an agreement with Lost City for Tall Timber Days music.

#### Approved by consent roll call

**2.** Consider an increase in services with Milligan Studio.

#### Approved by consent roll call

Consider entering into a lease agreement with ISD 318 for the use of the Grand Rapids Sports Complex and Bob Streetar Field.

#### Approved by consent roll call

4. Consider authorizing staff to accept quote for change order #1 to Fire Hall roof replacement project.

#### Approved by consent roll call

Consider adopting a resolution accepting a bench donation from the Chamber of Commerce and a bench donation and half the cost of a water service from the Lions Club.

#### Adopted Resolution 19-58 by consent roll call

6. Consider approving a resolution adopting the 2019-2023 Amended Capital Improvement Plan.

#### Adopted Resolution 19-59 by consent roll call

7. Consider adopting a resolution authorizing the City of Grand Rapids to make application to and accept funds from the MN IRRR Development Infrastructure Grant Program for the North Homes Expansion Project.

#### Adopted Resoluton 19-60 by consent roll call

**8.** Consider allowing the Fire Department to Conduct a "Fill the Boot" Campaign

#### Approved by consent roll call

**9.** Consider approving a resolution authorizing the 2019 budgeted operating transfers.

#### Adopted Resolution 19-61 by consent roll call

**10.** Consider appointing Nicole Moen to the position of part-time Animal Control Facility

Attendant effective July 23, 2019.

#### Approved by consent roll call

11. Consider adoption of a resolution issuing an order to raze or remove structures upon

property located at:

201 SW 8th Ave, Grand Rapids, Minnesota.

#### Adopted Resolution 19-62 by consent roll call

**11a.** Consider the adoption of a resolution authorizing an application to and accept funds

from the IRRRB Community Infrastructure Grant Program for the Great River

Acres and Golf Course Road Utility Extension Project.

#### Adopted Resolution 19-63 by consent roll call

**11b.** Consider adoption of amended City Driving Policy.

#### Approved by consent roll call

#### **Approval of the Consent Agenda**

A motion was made by Councilor Rick Blake, second by Councilor Michelle Toven, to approve the Consent agenda as amended. The motion carried by the following vote

Aye 4 - Mayor Dale Adams

Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

#### **SETTING OF REGULAR AGENDA**

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

#### **ACKNOWLEDGE BOARDS & COMMISSIONS**

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

Council acknowledged the following minutes: PUC minutes for June 12 & 25, 2019
Golf Board minutes for June 18, 2019

GREDA minutes for June 13, 2019

Civic Ctr., Parks & Rec. minutes for May 8, 2019

#### **Acknowledge Boards and Commissions**

#### COUNCIL

13.

Consider appointing applicant to the Arts & Culture Commission to fill an unexpired term through December 31, 2020.

Councilor Connelly contacted applicant and is recommending appointment.

A motion was made by Councilor Tasha Connelly, second by Councilor Rick Blake, to appoint Jessie Silter to the Arts & Culture Commission filling an unexpired term through December 31, 2020. The motion PASSED by unanimous vote.

#### **ENGINEERING**

14.

Consider approving a Supplemental Letter Agreement (SLA) with SEH related to the Grand Rapids Public Utilities Solar Garden Project near the Itasca County-Grand Rapids Airport.

Matt Wegwerth provides background information on solar garden plan, available site and construction services needed for this joint project with PUC and Minnesota Energy.

A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, approving Supplemental Letter Agreement with SEH as presented. The motion PASSED by unanimous vote.

#### ADMINISTRATION DEPARTMENT

**15.** Consider appointment of Hospital Security Officer employees.

Lynn DeGrio, Director of Human Resources, noted the current hiring process and brings forward recommendations of the Search Committee.

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to appoint Matthew Moen from part-time hospital security to full-time, appointed Brady Geving, Jeremy Johnson and Robert Sanders to part-time Hospital Security Officer, pending satisfactory employment intake requirements, adopting new job description for Hospital Security Officer Lead and authorized filling the position through internal posting. The motion PASSED by unanimous vote.

**16.** Consider the appointment of Dominic DeGuiseppi to the position of Engineering Technician.

Ms. DeGrio presented search committee findings, and noted that this position will begin as a non-exempt, non-union position pending unit determination.

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, appointing Dominic DeGuiseppi to the position of Engineering Technician, contingent upon satisfactory employment intake requirements. The motion carried by the following vote.

Aye 4 - Mayor Dale Adams

Councilor Rick Blake

Councilor Tasha Connelly

Councilor Michelle Toven

#### **ADJOURNMENT**

A motion was made by Councilor Tasha Connelly, second by Councilor Rick Blake, to adjourn the meeting at 5:19 p.m. The motion PASSED by unanimous vote.

Respectfully submitted:

Kimberly Gibeau Kimberly Gibeau, City Clerk



# Legislation Details (With Text)

File #: 19-0505 Version: 1 Name: VERIFIED CLAIMS

Type: Agenda Item Status: Verified Claims
File created: 8/7/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider approving the verified claims for the period July 16, 2019 - August 5, 2019 in the total

amount of \$844,169.77 and approve payment to Aaron Squadroni in the amount of \$11,000 per

artwork design agreement.

Sponsors:

Indexes:

Code sections:

Attachments: COUNCIL BILL LIST 08-12-19.pdf

Date Ver. Action By Action Result

Consider approving the verified claims for the period July 16, 2019 - August 5, 2019 in the total amount of \$844,169.77 and approve payment to Aaron Squadroni in the amount of \$11,000 per artwork design agreement.

#### **Requested City Council Action**

Make a motion approving the verified claims for the period July 16, 2019 - August 5, 2019 in the total amount of \$844,169.77 and approve payment to Aaron Squadroni in the amount of \$11,000 per artwork design agreement.

DATE: 08/07/2019 CITY OF GRAND RAPIDS
TIME: 13:48:26 DEPARTMENT SUMMARY REPORT

PAGE: 1

ID: AP443000.CGR

INVOICES DUE ON/BEFORE 08/12/2019

	VENDOR #	NAME	AMOUNT DUE
GENERAL F	UND		
	0801661 1309335 T001232		-93.75 1,038.56 93.75 68.75 1,575.00
		TOTAL	2,682.31
CITY	0718060 0801661 1900650	SRF CONSULTING GROUP INC CHAD B STERLE	5.98 1,284.00 346.20 1,289.74 1,401.25
		TOTAL CITY WIDE	4,327.17
SPEC	1105530	TS-NON BUDGETED  KENNEDY & GRAVEN  CHAD B STERLE  TOTAL SPECIAL PROJECTS-NON BUDGETED	612.50 426.25 1,038.75
SPEC		TS-BUDGETED ITASCA COUNTY FAMILY YMCA INC TOTAL SPECIAL PROJECTS-BUDGETED	12,500.00 12,500.00
			,
ADMI		ABRAMS & SCHMIDT LLC GRAND RAPIDS HERALD REVIEW MINUTEMAN PRESS NORTHLAND CONSULTING ENGINEERS	2,152.50 391.00 57.37 360.00
		TOTAL ADMINISTRATION	2,960.87
BUIL	0113233 0315455 0718195	ENANCE-CITY HALL  AMERIPRIDE SERVICES INC  COLE HARDWARE INC  GREAT ENGRAVINGS  NETWORK SERVICES COMPANY	110.20 49.46 49.95 248.16

DATE: 08/07/2019 CITY OF GRAND RAPIDS
TIME: 13:48:26 DEPARTMENT SUMMARY REPORT

ID: AP443000.CGR

INVOICES DUE ON/BEFORE 08/12/2019

PAGE: 2

		INVOIGED BOLL ON, BELONE GO, 12, 2013	
7	/ENDOR #	NAME	AMOUNT DUE
GENERAL FUN			
		ENANCE-CITY HALL NORTHLAND FLOORING & DESIGN	405.48
		SANDSTROM'S INC	33.64
			0.0.6.0.0
		TOTAL BUILDING MAINTENANCE-CITY HALL	896.89
	NITY DEVE	LOPMENT GRAND RAPIDS HERALD REVIEW	97.75
		STOKES PRINTING & OFFICE	12.75
		TOTAL COMMUNITY DEVELOPMENT	110 F0
		IOIAL COMMONIII DEVELOPMENI	110.50
FINANC	יה י		
		GRAND RAPIDS HERALD REVIEW	437.00
		NORTHERN BUSINESS PRODUCTS INC	17.32
		TOTAL FINANCE	454.32
FIRE			
(		BURGGRAF'S ACE HARDWARE	115.72
		DAVIS OIL INC	594.95
	)513231 )513235	EMERGENCY APPARATUS EMERGENCY RESPONSE SOLUTIONS	843.57 12.07
	0601346	FAIRVIEW HEALTH SERVICES	543.00
	0609685	FIREMEN'S RELIEF ASSOCIATION	5,000.00
	701650	GARTNER REFRIGERATION CO	511.00
	0920040	ITASCA COUNTY FARM SERVICE	160.26
	)920057 L200500	ITASCA COUNTY SHERIFFS DEPT L&M SUPPLY	5,369.40 30.29
		SUPERONE FOODS NORTH	71.76
	1901535	SANDSTROM'S INC	61.94
		TOTAL FIRE	13,313.96
			,
INFORM	ATION TE	CHNOLOGY	
(	300200	CDW GOVERNMENT INC	311.17
(	)500050	E3 CONSULTING SERVICES	375.00
		TOTAL INFORMATION TECHNOLOGY	686.17
	C WORKS		
(	100027	AAA STRIPING SERVICE CO	9,036.06

DATE: 08/07/2019 CITY OF GRAND RAPIDS
TIME: 13:48:26 DEPARTMENT SUMMARY REPORT

PAGE: 3

ID: AP443000.CGR

INVOICES DUE ON/BEFORE 08/12/2019

	VENDOR #	NAME	AMOUNT DUE
GENERAL F	IIND 		
	IC WORKS		
1022		ASV HOLDINGS INC	3,399.72
		ACHESON TIRE INC	105.00
	0104799	ADVANCED SERVICES INC	1,859.00
	0112450	ALL FLAGS, LLC	16.61
	0121725	AUTOMOTIVE ELECTRIC LLC	60.00
	0201650	BARGEN INC	53,977.00
	0221650	BURGGRAF'S ACE HARDWARE	404.24
	0301685	CARQUEST AUTO PARTS	283.91
	0315455	COLE HARDWARE INC	239.47
	0401804 0409125	DAVIS OIL INC	2,263.02
	0409125	DIAMOND VOGEL DIVERSIFIED INSPECTIONS INC	452.66 392.71
	0501650	EARL F ANDERSEN	653.75
	0504825	EDWARDS OIL INC	275.32
	0601690	FASTENAL COMPANY	408.84
	0609305	FIGGINS TRUCK & TRAILER REPAIR	457.93
	0718195	GREAT ENGRAVINGS	49.95
	0914200	INDUSTRIAL LUBRICANT COMPANY	154.00
	1000080	J T SERVICES OF MN INC	5 <b>,</b> 205.00
	1200500	L&M SUPPLY	366.44
	1221155	LUCKEN AUTO TRUCK PARTS	170.00
	1303039	MCCOY CONSTRUCTION & FORESTRY	11,399.19
	1309355	MINNESOTA TORO	159.62
	1801610	RAPIDS PLUMBING & HEATING INC	269.00
	1801615 1815120	RAPIDS WELDING SUPPLY INC ROB'S BOBCAT SERVICE INC	16.70 1,800.00
	1908248	SHERWIN-WILLIAMS	301.57
	1909248	SILVERTIP GRAPHICS SIGNS	20.00
	2018560	TROUT ENTERPRISES INC	300.00
	2018755	TRUSCO MFG COMPANY	148.45
		W.W. WALLWORK INC	20.16
		WESCO RECEIVABLES CORP	1,150.00
		TOTAL PUBLIC WORKS	95 <b>,</b> 815.32
ים ים דים	T MAINTENA	MCE	
г лег.	0121725	AUTOMOTIVE ELECTRIC LLC	342.44
	0301685	CARQUEST AUTO PARTS	187.92
	0301005	COLE HARDWARE INC	29.97
	0409730	DIVERSIFIED INSPECTIONS INC	917.99
	0601690	FASTENAL COMPANY	89.99
	1201850	LAWSON PRODUCTS INC	251.06
	1301720	MATCO TOOLS	433.55
	1415484	NORTHERN LIGHTS TRUCK	10.95
		TOTAL FLEET MAINTENANCE	2,263.87

DATE: 08/07/2019 CITY OF GRAND RAPIDS
TIME: 13:48:26 DEPARTMENT SUMMARY REPORT

PAGE: 4

ID: AP443000.CGR

INVOICES DUE ON/BEFORE 08/12/2019

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND POLICE		
0103325 0118625 0201737 0221650 0300200 0301685 0409501 0513233 0618080 0712225 0717990 0920057 1201434 1305060 1309495 1809205 1901500	ARROW EMBROIDERY/PHOTO EXPRESS BATTERY WHOLESALE INC BURGGRAF'S ACE HARDWARE CDW GOVERNMENT INC CARQUEST AUTO PARTS JOHN P. DIMICH EMERGENCY AUTOMOTIVE TECH INC FRAME UP LLC GLEN'S ARMY NAVY STORE INC GRAND AUTO SPA ITASCA COUNTY SHERIFFS DEPT LAKE WOODS CHRYSLER MEDS-1 AMBULANCE SERVICE INC MINUTEMAN PRESS RIDES LLC SAMMY'S PIZZA SANDSTROM'S INC	25.00 700.00 131.45 25.98 58.25 355.01 4,583.33 230.86 127.30 55.97 16.50 14,571.72 289.69 65.56 175.39 40.00 42.78 291.08 291.95
	TOTAL POLICE	22,077.82
GENERAL FUND-LIQUOR	R/CHART GAMB	
0717990	GRAND AUTO SPA	160.00
	TOTAL	160.00
CENTRAL SCHOOL		
0113233 0218745 0221700 0315455 0701650 1405725 1801555 1821700	MICHAEL RUSSELL	53.32 373.05 1,200.00 6.47 85.48 123.35 63.25 290.00
	TOTAL	2,194.92

AIRPORT

DATE: 08/07/2019 TIME: 13:48:26 ID: AP443000.CGR

CITY OF GRAND RAPIDS DEPARTMENT SUMMARY REPORT PAGE: 5

DEPARIMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 08/12/2019

VENDO	R #	NAME	AMOUNT DUE
AIRPORT			
05048 16154	25 27	COLE HARDWARE INC EDWARDS OIL INC POKEGAMA LAWN AND SPORT TRU NORTH ELECTRIC LLC	128.43 412.98 238.23 830.00
		TOTAL	1,609.64
01142 01182	33 00 30	AMERIPRIDE SERVICES INC ANDERSON GLASS ARENA WAREHOUSE, LLC	109.14 132.50 1,495.00
03154 13090 14057 16056 18016	55 90 25 11	BURGGRAF'S ACE HARDWARE COLE HARDWARE INC SUPERONE FOODS NORTH NETWORK SERVICES COMPANY PEPSI BEVERAGES COMPANY RAPIDS PLUMBING & HEATING INC SANDSTROM'S INC	116.67 67.20 30.11 -51.22 356.10 804.50 192.16
		TOTAL GENERAL ADMINISTRATION	3,252.16
STATE HAZ-MAT R	ESPOI	NSE TEAM	
09200	57	DAVIS OIL INC ITASCA COUNTY SHERIFFS DEPT MUNICIPAL EMERGENCY SERVICES	48.61 3,288.24 4,102.50
		TOTAL	7,439.35
CEMETERY			
01124 02216 03154 12005 16154 20097	50 55 00 27	ALL FLAGS, LLC BURGGRAF'S ACE HARDWARE COLE HARDWARE INC L&M SUPPLY POKEGAMA LAWN AND SPORT TITAN MACHINERY INC  TOTAL	63.03 144.23 6.98 33.48 1,182.40 490.99

DOMESTIC ANIMAL CONTROL FAC

DATE: 08/07/2019 CITY OF GRAND RAPIDS
TIME: 13:48:26 DEPARTMENT SUMMARY REPORT

PAGE: 6

ID: AP443000.CGR

INVOICES DUE ON/BEFORE 08/12/2019

INVOICES DUE ON/BEFORE 08/12/2019	
VENDOR # NAME	AMOUNT DUE
DOMESTIC ANIMAL CONTROL FAC	
0113233 AMERIPRIDE SERVICES INC 1401650 NARDINI FIRE EQUIPMENT CO INC	30.00 164.00
TOTAL	194.00
GENERAL CAPITAL IMPRV PROJECTS 2010-5 MS RIVER PD BRIDGE	
0218115 BRAUN INTERTEC CORPORATION	670.75
TOTAL 2010-5 MS RIVER PD BRIDGE	670.75
CAPITAL EQPT REPLACEMENT FUND CAPITAL OUTLAY-COMMMUNITY DEV	
1909450 SILVERTIP GRAPHICS SIGNS	90.00
TOTAL CAPITAL OUTLAY-COMMMUNITY DEV	90.00
CAPITAL OUTLAY-CIVIC CENTER	
0900055 ICS CONSULTING INC	2,500.00
TOTAL CAPITAL OUTLAY-CIVIC CENTER	2,500.00
AIRPORT CAPITAL IMPRV PROJECTS 2018 GA APRON CONSTRUCTION	
1100295 KGM CONTRACTORS INC	87,454.10
TOTAL 2018 GA APRON CONSTRUCTION	87,454.10
GR ARTS & CULTURE CPTL PRJS	
0518366 ERICKSON'S ITASCA LUMBER INC 1800140 RC RENTALS LLC 1903341 SCHWARTZ REDI-MIX INC 2300763 WW THOMPSON CONCRETE PRODUCTS	40.00 45.00 1,189.75 336.60
TOTAL	1,611.35
7TH AVENUE BRIDGE REHABILITATN	
HORN BRIDGE REHAB 1200800 LHB INC	1,040.00

DATE: 08/07/2019 TIME: 13:48:26 ID: AP443000.CGR	CITY OF GRAND RAPIDS DEPARTMENT SUMMARY REPORT	PAGE: 7
	INVOICES DUE ON/BEFORE 08/12/2019	
VENDOR #	NAME	AMOUNT DUE
7TH AVENUE BRIDGE R HORN BRIDGE RE	EHABILITATN	
	TOTAL HORN BRIDGE REHAB	1,040.00
2018 INFRAST/CPT MN 2018 NE IMPROV		
	BRAUN INTERTEC CORPORATION	1,195.25
	TOTAL 2018 NE IMPROVEMENTS	1,195.25
CAPITAL MAINT 1405460	IMPRV PLAN NELSON ROOFING INC	85,032.00
_	TOTAL CAPITAL MAINT IMPRV PLAN	85,032.00
0218115 0920120 1900225	RSE RD UTIL EXT BRAUN INTERTEC CORPORATION ITASCA UTILITIES INC	5,395.50 1,095.00 3,140.15 69,315.28 78,945.93
2019-2 COHASSE 0301705	T TRAIL CASPER CONSTRUCTION INC	36,786.14
	TOTAL 2019-2 COHASSET TRAIL	36,786.14
PIR-PERMANENT IMPRV NO PROJECT	REVOLV FND	
	HAWKINSON CONSTRUCTION CO INC	4,073.60
	TOTAL NO PROJECT	4,073.60
STORM WATER UTILITY		
0315455	BURGGRAF'S ACE HARDWARE CARQUEST AUTO PARTS COLE HARDWARE INC DAVIS OIL INC	123.33 7.55 45.98 1,716.06

DATE: 08/07/2019 CITY OF GRAND RAPIDS
TIME: 13:48:26 DEPARTMENT SUMMARY REPORT

PAGE: 8

ID: AP443000.CGR

INVOICES DUE ON/BEFORE 08/12/2019

VENDOR #	NAME	AMOUNT DUE			
STORM WATER UTILITY					
1200495 1621125 1908248	ENVIRONMENTAL EQUIPMENT AND L & L RENTAL INC PUBLIC UTILITIES COMMISSION SHERWIN-WILLIAMS TITAN MACHINERY INC	2,304.89 659.10 2,200.00 49.74 609.16			
	TOTAL	7,715.81			
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$483,014.06			
0116600 0212126 0305530 0315543 0405305 0405505 0504610 0605191 0715813 0718015 0718070 0718229 0801820 0809115 0900060 0920055 1201402 1209516 1301146 1305046 1309098 1309193 1309199	D. ANDERSON - CHANGE FUND APPLE VALLEY, CITY OF RICK BLAKE CENTURYLINK QC CONSTELLATION NEWENERGY -GAS LYNN DEGRIO JAMES DENNY RON EDMINSTER FIDELITY SECURITY LIFE INS CO GOVERNMENT FINANCE OFFICERS GRAND RAPIDS CITY PAYROLL GRAND RAPIDS STATE BANK GREENWAY JOINT RECREATION ASSC HAWK CONSTRUCTION INC HIBBING COMMUNITY COLLEGE ICTV ITASCA COUNTY RECORDER LAKE COUNTRY POWER LINCOLN NATIONAL LIFE MARCO TECHNOLOGIES, LLC MEDIACOM LLC	3,420.00 1,311.00 355.02 57.57 592.94 120.64 488.60 75.40 71.22 405.00 263,858.27 695.01 188.50 10,000.00 800.00 39,424.80 49.00 45.21 1,499.18 1,290.71 136.90 443.80 460.00 963.85 350.00 5,674.02 9,151.39 1,000.00 110.00 939.34 250.74 5,719.50			
1621123 1621130 1915725 1921620	P.U.C. SOURCEWELL SUPERIOR USA BENEFITS CORP	7,398.96 285.00 219.00			

DATE: 08/07/2019 CITY OF GRAND RAPIDS
TIME: 13:48:27 DEPARTMENT SUMMARY REPORT

ID: AP443000.CGR

INVOICES DUE ON/BEFORE 08/12/2019

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR PRIOR APPROVAL	APPROVAL	
2000100	TASC	30.60
2114360	UNITED PARCEL SERVICE	34.60
2114750	UNUM LIFE INSURANCE CO OF AMER	258.71
2205637	VERIZON WIRELESS	105.03
2305825	WEX INC	327.20
T000797	ITASCA COUNTY HABITAT	500.00
T001151	ENBRIDGE ENERGY	2,000.00
T001248	BILL KILPATRICK	49.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$361,155.71

TOTAL ALL DEPARTMENTS

844,169.77

PAGE: 9



# Legislation Details (With Text)

File #: 19-0452 Version: 1 Name: Ground Round Reimbursement

Type: Agenda Item Status: Consent Agenda

File created: 7/12/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider refunding prorated liquor license fees to Grand Rapids Ground Round.

Sponsors:

Indexes:

Code sections:

Attachments: Reimbursement request Ground Round.pdf

Date Ver. Action By Action Result

Consider refunding prorated liquor license fees to Grand Rapids Ground Round.

#### **Background Information:**

Steven Burggraf, owner of Grand Rapids Ground Round, has submitted a request for a prorated refund of the 2019 liquor license fees. The Ground Round closed for business on May 15, 2019. Past practice has been to pro-rate the license fee based on a monthly cost, refunding for complete months that the business did not operate. In the case of the Ground Round, the total refund amount would be calculated as \$2700/12\*7 = \$1,575.00.

#### **Staff Recommendation:**

Approve refunding pro-rated liquor license fees for the Grand Rapids Ground Round.

#### **Requested City Council Action**

Make a motion refunding prorated liquor license fees to the Grand Rapids Ground Round in the total amount of \$1,575.00.

City of Grand Rapids 420 N. Pokegama Avenue Grand Rapids, Minnesota 55744

RE: Liquor License Refund - Grand Rapids Ground Round

To Whom It May Concern,

On May 15, 2019, Grand Rapids Ground Round was sold. I would like to request a refund on our liquor license for the remainder of 2019.

Please mail the refund check to 1115 E. US Highway 169, Grand Rapids, MN 55744.

Thank you,

Steven H. Burggraf

Owner



# Legislation Details (With Text)

File #: 19-0476 Version: 1 Name: Rapids Brewing Refund

Type: Agenda Item Status: Consent Agenda

File created: 7/24/2019 In control: City Council

On agenda: 8/12/2019 Final action:

**Title:** Consider refunding partial prorated fees to Rapids Brewing Inc.

Sponsors:

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

Consider refunding partial prorated fees to Rapids Brewing Inc.

#### **Background Information:**

Rapids Brewing Inc. had originally anticipated opening for business in July, however, the anticipated opening date has been delayed until August. A request for refund of the July portion of the beer and wine license has been submitted.

#### **Staff Recommendation:**

Approve refund as requested.

#### **Requested City Council Action**

Make a motion approving refund of partial prorated license fees to Rapids Brewing Inc. in the amount of \$68.75.



# Legislation Details (With Text)

File #: 19-0480 Version: 1 Name:

Type: Agenda Item Status: Consent Agenda

File created: 7/30/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider approving a resolution to accept a \$3,000 donation from the Greater Pokegama Lake

Association for the Independence Day Fireworks at Pokegama Lake.

Sponsors:

Indexes:

**Code sections:** 

Attachments: Fireworks Resolution.pdf

Date Ver. Action By Action Result

Consider approving a resolution to accept a \$3,000 donation from the Greater Pokegama Lake Association for the Independence Day Fireworks at Pokegama Lake.

#### **Background Information:**

At the June 24, 2019 meeting Council approved donations from Township of Harris, City of Cohasset and Blandin Foundation. The Greater Pokegama Lake Association solicits various businesses for the annual Independence Day Fireworks and then makes a donation to the City to help defray costs.

#### **Staff Recommendation:**

Please consider approving a resolution to accept a \$3,000 donation from the Greater Pokegama Lake Association for the Independence Day Fireworks at Pokegama Lake.

#### **Requested City Council Action**

Make a motion approving a resolution to accept a \$3,000 donation from the Greater Pokegama Lake Association for the Independence Day Fireworks at Pokegama Lake.

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

#### RESOLUTION NO. 19-

# A RESOLUTION ACCEPTING A DONATION FROM THE GREATER POKEGAMA LAKE ASSOCIATION FOR THE INDEPENDENCE DAY FIREWORKS AT POKEGAMA LAKE HELD ON JULY 4, 2019

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:

• The Greater Pokegama Lake Association has donated \$3,000 for the Independence Day Fireworks at Pokegama Lake.

Adopted this 12 <sup>th</sup> day of August, 2019.	
	Dale C. 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.



# Legislation Details (With Text)

File #: 19-0481 Version: 1 Name:

Type: Agenda Item Status: Consent Agenda

File created: 8/1/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider authorizing a submittal of a grant request to the Blandin Foundation for improvements to the

Mississippi River (Blandin) Park.

Sponsors:

Indexes:

Code sections:

Attachments: Property Map

Improvement Map2

Mississippi River (Blandin) Park Improvements Cost Estimate

Project Budget

Date Ver. Action By Action Result

Consider authorizing a submittal of a grant request to the Blandin Foundation for improvements to the Mississippi River (Blandin) Park.

#### **Background Information:**

In May of 2019, the City of Grand Rapids completed the sale of a 6.2-acre portion of the Sports Complex Park to Independent School District 318 as a site for one of two new elementary schools. The original development of the Sports Complex Park was partially funded by a Land and Water Conservation Fund (LWCF) grant provided through the National Park Service and administered by the Minnesota DNR. The grant stipulates that if any portion of the park is removed from use as a public park that it must be replaced with other parkland of equal value.

The purchase price of the property sold to the School District was determined by a professional appraisal to be \$93,500. From past discussions with the Blandin Foundation, the City understood the Foundation's interest in transferring ownership of the 1.4-acre Mississippi River (Blandin) Park, at the corner of Hwy. 169 and 1st St. SE, to the City. With that understanding, a certified professional appraisal was completed that determined a fair market value of \$97,500 for the Mississippi River (Blandin) Park, which is adequately equivalent to the value of the Sports Complex property to meet the the LWCF grant requirements.

The Blandin Foundation has expressed a desire to obtain ownership of a City parcel on the north bank of the River, in front of the Foundation headquarters. In addition, the Foundation expressed an interest in obtaining an easement to allow direct access between Foundation property and the Library parking lot stalls, the use of which the Foundation was previously provided through an agreement with the City. A broker's opinion of value, prepared by Steve Welliver, Wellson Group, estimated the fair market value of the riverfront property and easement property at \$44,000 and \$51,000 respectively.

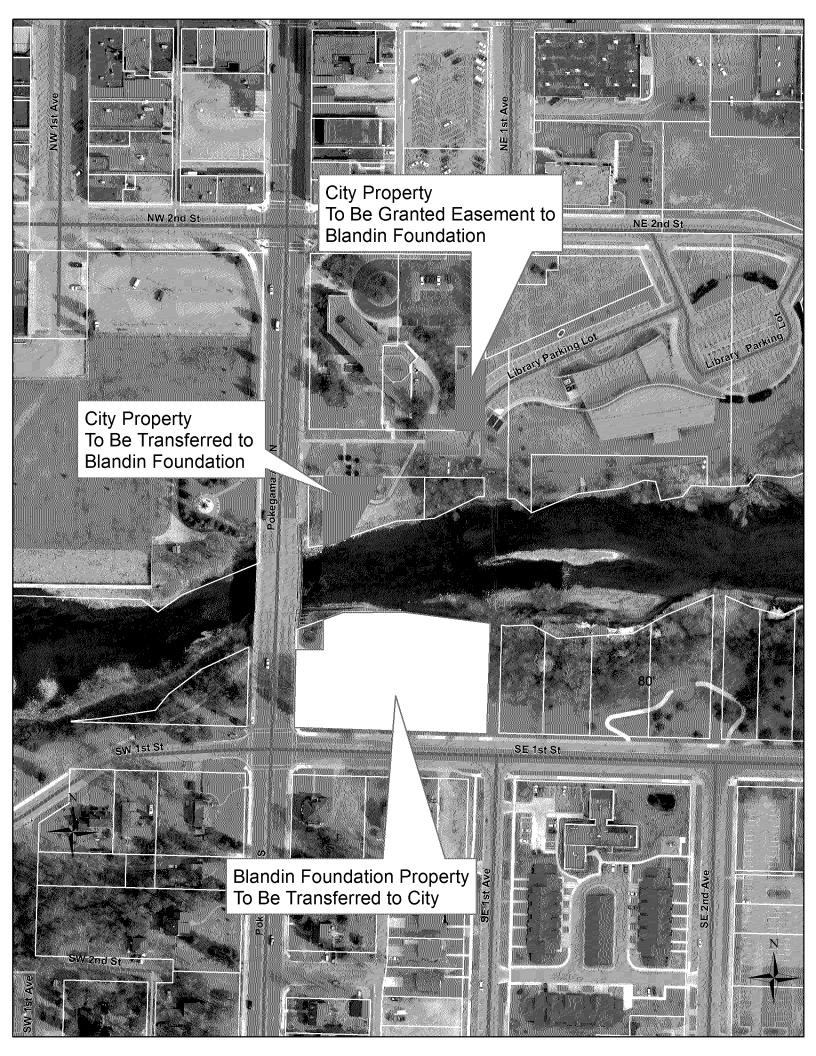
In seperate agreements that will be presented to the City Council, following the award of this grant request, the City would purchase from the Blandin Foundation the 1.4-acre Park at the fair market value price of \$97,500. In addition, the City would sell to the Foundation the riverfront parcel and a non-exclusive easement over the parcel that connects the Foundation property to the Library parking. The City will use the proceeds of the sale of their property to fund a portion of the needed improvements to the Park, which are represented in the attached map and engineer's opinion of

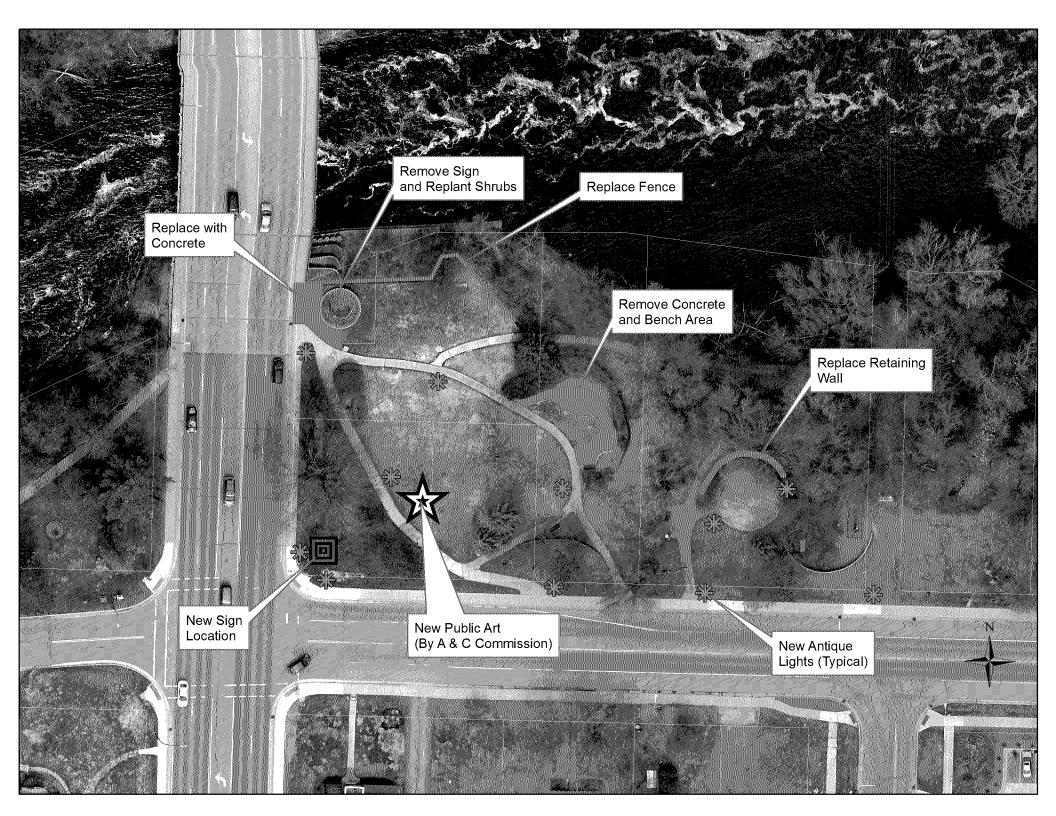
### File #: 19-0481, Version: 1

cost. For the balance of the estimated cost of the Park improvements, which is \$142,000, the City is requesting a grant from the Blandin Foundation.

# **Requested City Council Action**

Make a motion authorizing a submittal of a grant request to the Blandin Foundation for improvments to the Mississippi River (Blandin) Park.





Blandin River Park
Opinion of Cost
Improvements/Operations/Public Art

ltem	Unit	Quantity	Unit Price	Total Price
Remove Retaining Wall	LIN FT	400	20.00	8,000
MODULAR BLOCK RETAINING WALL®	S F	400.00	75.00	30,000
Remove Lights	EACH	8.00	400.00	3,200
LIGHTING UNIT TYPE SPECIAL 2	EACH	11	4,500.00	49,500
LUMINAIRE TYPE SPECIAL	EACH	11	2,000.00	22,000
LIGHT FOUNDATION DESIGN E MODIFIED	EACH	11	1,000.00	11,000
2" NON-METALLIC CONDUIT	LIN FT	950	4.00	3,800
UNDERGROUND WIRE 1 COND NO 6	LIN FT	1200	1.50	1,800
UNDERGROUND WIRE 1 COND NO 8	LIN FT	1200	1.25	1,500
UNDERGROUND WIRE 1 COND NO 12	LIN FT	1200	1.00	1,200
SERVICE CABINET	EACH	1	7,500.00	7,500
EQUIPMENT PAD	EACH	1	1,000.00	1,000
HANDHOLE	EACH	3	650.00	1,950
Remove Concrete	SY	200	6.00	1,200
Concrete Sidewalk	SF	1800	12.00	21,600
Plantings	LS	1	15,000.00	15,000
Ornamental Fencing	LIN FT	145	65.00	9,425
Sign - Mississippi River	LS	1	12,485.00	12,485
		Total Co	onstruction	202,160
		10% C	ontingency	20,216
		12.5% E	ngineering	25,270
		Total F	roject Cost	\$247,646

# **Project Budget**

<u>INCOME</u>

<u>Source</u>	<u>Amount</u>		
Sale of City riverfront parcel to Blandin Foundation		\$44,000	
Sale of City easement to Blandin Foundation		\$51,000	
Blandin Foundation Park Improvement Grant		\$142,000	
City Parkland Dedication Fund		\$5,000	
Sale of City Sports Complex Park to ISD #318		\$93,500	
		\$	
		\$	
		\$ \$	
		\$ \$	
		\$	
		\$	
		\$	
		\$	
Total Income	-	\$335,500	
<u>EXPENSES</u> Item	<u>Amount</u>	%FT/PT	
City purchase of Mississippi River (Blandin) Park	\$97,500	701.171.1	
Improvements to Mississippi River (Blandin) Park	\$238,000		
		-	
		-	
		]	
		-	
	\$		
Total Expense	\$335,500		
Difference (Income less Expense)	<i>\$0</i>		



# Legislation Details (With Text)

File #: 19-0482 Version: 1 Name: GPZ Snow Removal Equip FAA Grant Agreement

Type: Agenda Item Status: Consent Agenda

File created: 8/1/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider adopting a resolution and approving a grant agreement with the FAA to acquire snow

removal equipment for the Grand Rapids / Itasca County Airport.

Sponsors:

Indexes:

Code sections:

Attachments: FAA Grant Agreement

Resolution Accepting FAA Grant

Federal certifications

2019 Grant Request Letter 06272019

Date Ver. Action By Action Result

Consider adopting a resolution and approving a grant agreement with the FAA to acquire snow removal equipment for the Grand Rapids / Itasca County Airport.

#### **Background Information:**

Grant includes acquiring snow removal equipment for the GPZ airport. Equipment includes a Western Star 4700 4x2 chassis outfitted with a dump box, sander, plows and lights. Total cost of the equipment is \$252,804.00, with the FAA covering 90% of the allowable costs not to exceed \$202,064. The States portion is \$31,027.40 and the Local share is \$19,712.60. The City's portion is half of the local share, \$9,856.30. Attached is a resolution accepting the funds, a copy of the agreement and grant certifications. The grant certifications will be completed by City Staff and returned with the grant agreement. This is a budgeted purchase on the 2019 Airport CIP.

#### **Staff Recommendation:**

City staff recommends adopting a resolution and approving a grant agreement with the FAA to acquire snow removal equipment for the Grand Rapids / Itasca County Airport.

#### **Requested City Council Action**

Make a motion adopting a resolution and approving a grant agreement with the FAA to acquire snow removal equipment for the Grand Rapids / Itasca County Airport.



#### **GRANT AGREEMENT**

#### PART I -OFFER

Date of Offer	July 26, 2019
Airport/Planning Area	Grand Rapids/Itasca County Airport-Gordon Newstrom Field
AIP Grant Number	3-27-0037-022-2019
DUNS Number	080240526

TO:

City of Grand Rapids

(herein called the "Sponsor")(For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Grant Agreement also applies to a Co-Sponsor.)

County of Itasca

FROM: **The United States of America**(acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Project Application dated July 23, 2019, for a grant of Federal funds for a project at or associated with the Grand Rapids/Itasca County Airport-Gordon Newstrom Field Airport, which is included as part of this Grant Agreement; and

**WHEREAS**, the FAA has approved a project for the Grand Rapids/Itasca County Airport-Gordon Newstrom Field Airport (herein called the "Project") consisting of the following:

Acquire Snow Removal Equipment (Western Star 4700 4x2 Chassis outfitted with a dump box, sander, plows, and lights).

which is more fully described in the Project Application.

NOW THEREFORE, According to the applicable provisions of the former Federal Aviation Act of 1958, as amended and recodified, 49 U.S.C. § 40101, et seq., and the former Airport and Airway Improvement Act of 1982 (AAIA), as amended and recodified, 49 U.S.C. § 47101, et seq., (herein the AAIA grant statute is referred to as "the Act"), the representations contained in the Project Application, and in consideration of (a) the Sponsor's adoption and ratification of the Grant Assurances dated March 2014, as applied and interpreted consistent with the FAA Reauthorization Act of 2018 (see 2018 FAA Reauthorization grant condition.), (b) and the Sponsor's acceptance of this Offer; and, (c) the benefits to accrue to the United States and the public from the accomplishment of the Project and compliance with the Grant Assurances and conditions as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay ninety (90) percent of the allowable costs incurred accomplishing the Project as the United States share of the Project.

#### This Offer is made on and SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

#### CONDITIONS

1. Maximum Obligation. The maximum obligation of the United States payable under this Offer is \$202,064.

The following amounts represent a breakdown of the maximum obligation for the purpose of establishing allowable amounts for any future grant amendment, which may increase the foregoing maximum obligation of the United States under the provisions of 49 U.S.C. § 47108(b):

\$0 for planning

\$202,064 airport development or noise program implementation; and,

\$0 for land acquisition.

The source of this Grant may include funding from the Small Airport Fund.

2. <u>Period of Performance</u>. The period of performance begins on the date the Sponsor formally accepts this agreement. Unless explicitly stated otherwise in an amendment from the FAA, the end date of the period of performance is 4 years (1,460 calendar days) from the date of formal grant acceptance by the Sponsor.

The Sponsor may only charge allowable costs for obligations incurred prior to the end date of the period of performance (2 CFR §200.309). Unless the FAA authorizes a written extension, the sponsor must submit all project closeout documentation and liquidate (pay off) all obligations incurred under this award no later than 90 calendar days after the end date of the period of performance (2 CFR §200.343).

The period of performance end date does not relieve or reduce Sponsor obligations and assurances that extend beyond the closeout of a grant agreement.

- 3. <u>Ineligible or Unallowable Costs</u>. The Sponsor must not include any costs in the project that the FAA has determined to be ineligible or unallowable.
- 4. <u>Indirect Costs Sponsor</u>. Sponsor may charge indirect costs under this award by applying the indirect cost rate identified in the project application as accepted by the FAA, to allowable costs for Sponsor direct salaries and wages.
- 5. <u>Determining the Final Federal Share of Costs</u>. The United States' share of allowable project costs will be made in accordance with the regulations, policies, and procedures of the Secretary. Final determination of the United States' share will be based upon the final audit of the total amount of allowable project costs and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- 6. Completing the Project Without Delay and in Conformance with Requirements. The Sponsor must carry out and complete the project without undue delays and in accordance with this agreement, and the regulations, policies, and procedures of the Secretary. Per 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from performing the project that exceeds three months. The report must include a reason for the project stoppage. The Sponsor also agrees to comply with the assurances which are part of this agreement.
- 7. <u>Amendments or Withdrawals before Grant Acceptance</u>. The FAA reserves the right to amend or withdraw this offer at any time prior to its acceptance by the Sponsor.
- 8. Offer Expiration Date. This offer will expire and the United States will not be obligated to pay any part of the costs of the project unless this offer has been accepted by the Sponsor on or before August 26, 2019, or such subsequent date as may be prescribed in writing by the FAA.
- 9. <u>Improper Use of Federal Funds</u>. The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner for any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or dispersed by

the Sponsor, that were originally paid pursuant to this or any other Federal grant agreement. The Sponsor must obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

- 10. <u>United States Not Liable for Damage or Injury</u>. The United States is not responsible or liable for damage to property or injury to persons which may arise from, or be incident to, compliance with this grant agreement.
- 11. System for Award Management (SAM) Registration And Universal Identifier.
  - A. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in the SAM until the Sponsor submits the final financial report required under this grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).
  - B. Data Universal Numbering System: DUNS number means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D & B) to uniquely identify business entities. A DUNS number may be obtained from D & B by telephone (currently 866–705–5771) or on the web (currently at <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a>).
- 12. <u>Electronic Grant Payment(s)</u>. Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi elnvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.
- 13. <u>Informal Letter Amendment of AIP Projects</u>. If, during the life of the project, the FAA determines that the maximum grant obligation of the United States exceeds the expected needs of the Sponsor by \$25,000 or five percent (5%), whichever is greater, the FAA can issue a letter amendment to the Sponsor unilaterally reducing the maximum obligation.

The FAA can also issue a letter to the Sponsor increasing the maximum obligation if there is an overrun in the total actual eligible and allowable project costs to cover the amount of the overrun provided it will not exceed the statutory limitations for grant amendments. The FAA's authority to increase the maximum obligation does not apply to the "planning" component of condition No. 1.

The FAA can also issue an informal letter amendment that modifies the grant description to correct administrative errors or to delete work items if the FAA finds it advantageous and in the best interests of the United States.

An informal letter amendment has the same force and effect as a formal grant amendment.

- 14. <u>Air and Water Quality</u>. The Sponsor is required to comply with all applicable air and water quality standards for all projects in this grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this agreement.
- **15.** <u>Financial Reporting and Payment Requirements.</u> The Sponsor will comply with all federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

- 16. <u>Buy American</u>. Unless otherwise approved in advance by the FAA, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for which funds are provided under this grant. The Sponsor will include a provision implementing Buy American in every contract.
- 17. <u>Maximum Obligation Increase For Nonprimary Airports</u>. In accordance with 49 U.S.C. § 47108(b), as amended, the maximum obligation of the United States, as stated in Condition No. 1 of this Grant Offer:
  - A. May not be increased for a planning project;
  - B. May be increased by not more than 15 percent for development projects;
  - C. May be increased by not more than 15 percent or by an amount not to exceed 25 percent of the total increase in allowable costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding.
- 18. <u>Audits for Public Sponsors</u>. The Sponsor must provide for a Single Audit or program specific audit in accordance with 2 CFR part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at <a href="http://harvester.census.gov/facweb/">http://harvester.census.gov/facweb/</a>. Provide one copy of the completed audit to the FAA if requested.
- **19.** <u>Suspension or Debarment</u>. When entering into a "covered transaction" as defined by 2 CFR §180.200, the Sponsor must:
  - A. Verify the non-federal entity is eligible to participate in this Federal program by:
    - 1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-federal entity is excluded or disqualified; or
    - 2. Collecting a certification statement from the non-federal entity attesting they are not excluded or disqualified from participating; or
    - 3. Adding a clause or condition to covered transactions attesting individual or firm are not excluded or disqualified from participating.
  - B. Require prime contractors to comply with 2 CFR §180.330 when entering into lower-tier transactions (e.g. Sub-contracts).
  - C. Immediately disclose to the FAA whenever the Sponsor (1) learns they have entered into a covered transaction with an ineligible entity or (2) suspends or debars a contractor, person, or entity.

#### 20. Ban on Texting While Driving.

- A. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:
  - Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to a grant or subgrant.
  - 2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:
    - a. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and
    - b. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

- B. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts and subcontracts.
- 21. <u>Exhibit "A" Property Map</u>. The Exhibit "A" Property Map dated April 07, 2010, is incorporated herein by reference or is submitted with the project application and made part of this grant agreement.

#### 22. Employee Protection from Reprisal.

- A. Prohibition of Reprisals -
  - 1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph (A)(2), information that the employee reasonably believes is evidence of:
    - i. Gross mismanagement of a Federal grant;
    - ii. Gross waste of Federal funds;
    - iii. An abuse of authority relating to implementation or use of Federal funds:
    - iv. A substantial and specific danger to public health or safety; or
    - v. A violation of law, rule, or regulation related to a Federal grant.
  - Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:
    - i. A member of Congress or a representative of a committee of Congress;
    - ii. An Inspector General;
    - iii. The Government Accountability Office;
    - iv. A Federal office or employee responsible for oversight of a grant program;
    - v. A court or grand jury;
    - vi. A management office of the grantee or subgrantee; or
    - vii. A Federal or State regulatory enforcement agency.
  - 3. Submission of Complaint A person who believes that they have been subjected to a reprisal prohibited by paragraph A of this grant term may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.
  - 4. Time Limitation for Submittal of a Complaint A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.
  - 5. Required Actions of the Inspector General Actions, limitations and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b)
  - 6. Assumption of Rights to Civil Remedy Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under41 U.S.C. § 4712(c).
- 23. 2018 FAA Reauthorization. This grant agreement is subject to the terms and conditions contained herein including the terms known as the Grant Assurances as they were published in the Federal Register on April 3, 2014. On October 5, 2018, the FAA Reauthorization Act of 2018 made certain amendments to 49 U.S.C. chapter 471. The Reauthorization Act will require FAA to make certain amendments to the assurances in order to best achieve consistency with the statute. Federal law requires that FAA publish any amendments to the assurances in the Federal Register along with an opportunity to comment. In order not to delay the offer of this grant, the existing assurances are attached herein; however, FAA shall interpret and apply these assurances consistent with the Reauthorization Act. To the extent there is a conflict between the assurances and Federal statutes, the statutes shall apply. The full text of the Act is at https://www.congress.gov/bill/115th-congress/house-bill/302/text.

24. <u>Co-Sponsor</u>. The Co-Sponsors understand and agree that they jointly and severally adopt and ratify the representations and assurances contained therein and that the word "Sponsor" as used in the application and other assurances is deemed to include all co-sponsors.

#### **SPECIAL CONDITIONS**

- 25. ARFF and SRE Equipment and Vehicles. The Sponsor agrees that it will:
  - A. House and maintain the equipment in a state of operational readiness on and for the airport;
  - Provide the necessary staffing and training to maintain and operate the vehicle and equipment;
  - C. Restrict the vehicle to on-airport use only;
  - D. Restrict the vehicle to the use for which it was intended; and
  - E. Amend the Airport Emergency Plan and/or Snow and Ice Control Plan to reflect the acquisition of the vehicle and equipment.
- 26. Equipment Acquisition. The Sponsor understands and agrees that any equipment acquired through this grant is considered a *facility* as that term is used in the Grant Assurances. Further, the equipment must be only operated by the Sponsor. The Sponsor agrees that it will maintain the equipment and use it exclusively at the airport for airport purposes.

The Sponsor's acceptance of this Offer and ratification and adoption of the Project Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and Acceptance shall comprise a Grant Agreement, as provided by the Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the Project and compliance with the assurances and conditions as provided herein. Such Grant Agreement shall become effective upon the Sponsor's acceptance of this Offer.

UNITED STATES OF AMERICA FEDERAL AVIATION ADMINISTRATION

(Signdture)

E. Lindsay Butler

(Typed Name)

**Deputy ADO Manager** 

(Title of FAA Official)

#### PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

I declare under p	enalty of perjury that the fore	going is true ar	nd correct.1
Executed this	day of		
			City of Grand Rapids
			(Name of Sponsor)
		MARKET	(Signature of Sponsor's Authorized Official)
		Ву:	
			(Typed Name of Sponsor's Authorized Official)
		Title:	
			(Title of Sponsor's Authorized Official
l,		torney for the S	Sponsor do hereby certify:
of the State of by said Sponsor a thereof is in all re addition, for gran no legal impedim said Grant Agreer terms thereof.	. Further, I have examind Sponsor's official represent spects due and proper and in its involving projects to be carents that will prevent full performent constitutes a legal and be	ined the foreg tative has been accordance wi ried out on pro formance by th inding obligation	the foregoing Grant Agreement under the laws oing Grant Agreement and the actions taken in duly authorized and that the execution the laws of the said State and the Act. In sperty not owned by the Sponsor, there are e Sponsor. Further, it is my opinion that the on of the Sponsor in accordance with the
Dated at	(location) this	day of	, , , , , , , , , , , , , , , , , , ,
		Ву:	
			(Signature of Sponsor's Attorney)

<sup>&</sup>lt;sup>1</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Project Application and incorporated materials referred to in the foregoing Offer, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Project Application.

	enalty of perjury that the foregoi			
Executed this	day of	**************************************	,	
			County of Itasca	
			(Name of Sponsor)	
				Sign
			(Signature of Sponsor's Authorized Official)	
		By:		
			(Typed Name of Sponsor's Authorized Official)	
		Title:		
		112.000.000	(Title of Sponsor's Authorized Official	
	CERTIFICATE OF S			
l,	, acting as Attorn	ey for the Spor	nsor do hereby certify:	
of the State of		, Further, I hav	oregoing Grant Agreement under the laws e examined the foregoing Grant official representative has been duly	
laws of the said S not owned by the Sponsor. Further	itate and the Act. In addition, for ${\mathfrak g}$	grants involving ediments that v int Agreement	nd proper and in accordance with the grojects to be carried out on property will prevent full performance by the constitutes a legal and binding obligation	
Dated at	(location) this	day of		
444444		By:		Sign Here
			(Signature of Sponsor's Attorney)	

<sup>&</sup>lt;sup>2</sup>Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

#### **ASSURANCES**

#### **AIRPORT SPONSORS**

#### A. General.

- a. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
- b. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
- c. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

#### B. Duration and Applicability.

## 1. Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.

The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

#### 2. Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.

The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

#### 3. Airport Planning Undertaken by a Sponsor.

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport.

#### C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

#### 1. General Federal Requirements.

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### **FEDERAL LEGISLATION**

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act 29 U.S.C. 201, et seq.
- d. Hatch Act 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq. 12
- f. National Historic Preservation Act of 1966 Section 106 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 Section 102(a) 42 U.S.C. 4012a.<sup>1</sup>
- I. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 29 U.S.C. 794.
- n. Title Vlof the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
- p. Age Discrimination Act of 1975 42 U.S.C. 6101, et seq.
- q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- s. Power plant and Industrial Fuel Use Act of 1978 Section 403- 2 U.S.C. 8373.1
- t. Contract Work Hours and Safety Standards Act 40 U.S.C. 327, et seq. 1
- u. Copeland Anti-kickback Act 18 U.S.C. 874.1
- v. National Environmental Policy Act of 1969 42 U.S.C. 4321, et seq.<sup>1</sup>
- w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- x. Single Audit Act of 1984 31 U.S.C. 7501, et seq.<sup>2</sup>
- y. Drug-Free Workplace Act of 1988 41 U.S.C. 702 through 706.
- z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

#### **EXECUTIVE ORDERS**

- a. Executive Order 11246 Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 Protection of Wetlands
- c. Executive Order 11998 Flood Plain Management

- d. Executive Order 12372 Intergovernmental Review of Federal Programs
- e. Executive Order 12699 Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 Environmental Justice

#### **FEDERAL REGULATIONS**

- a. 2 CFR Part180 OMBGuidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
- 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].<sup>4, 5, 6</sup>
- c. 2 CFR Part 1200 Nonprocurement Suspension and Debarment
- d. 14 CFR Part 13 Investigative and Enforcement Procedures14 CFR Part 16 Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- e. 14 CFR Part 150 Airport noise compatibility planning.
- f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
- g. 28 CFR § 50.3 U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
- h. 29 CFR Part 1 Procedures for predetermination of wage rates.<sup>1</sup>
- i. 29 CFR Part 3 Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- j. 29 CFR Part 5 Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- k. 41 CFR Part 60 Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- 1. 49 CFR Part 18 Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- m. 49 CFR Part 20 New restrictions on lobbying.
- n. 49 CFR Part 21 Nondiscrimination in federally-assisted programs of the Department of Transportation effectuation of Title VI of the Civil Rights Act of 1964.
- o. 49 CFR Part 23 Participation by Disadvantage Business Enterprise in Airport Concessions.
- p. 49 CFR Part 24 Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.<sup>12</sup>
- q. 49 CFR Part 26 Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- r. 49 CFR Part 27 Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.<sup>1</sup>

- s. 49 CFR Part 28 –Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
- t. 49 CFR Part 30 Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- u. 49 CFR Part 32 —Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
- v. 49 CFR Part 37 Transportation Services for Individuals with Disabilities (ADA).
- w. 49 CFR Part 41 Seismic safety of Federal and federally assisted or regulated new building construction.

#### **SPECIFIC ASSURANCES**

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

#### FOOTNOTES TO ASSURANCE C.1.

- These laws do not apply to airport planning sponsors.
- <sup>2</sup> These laws do not apply to private sponsors.
- 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.
- On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.
- Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
- Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

#### 2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

#### 3. Sponsor Fund Availability.

It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

#### 4. Good Title.

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

#### 5. Preserving Rights and Powers.

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.
- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

#### 6. Consistency with Local Plans.

The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

#### 7 Consideration of Local Interest.

It has given fair consideration to the interest of communities in or near where the project may be located.

#### 8. Consultation with Users.

In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

#### 9. Public Hearings.

In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

#### 10. Metropolitan Planning Organization.

In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy

of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

#### 11. Pavement Preventive Maintenance.

With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

#### 12. Terminal Development Prerequisites.

For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

#### 13. Accounting System, Audit, and Record Keeping Requirements.

- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
- b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

#### 14. Minimum Wage Rates.

It shall include, in all contracts in excess of \$2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

#### 15. Veteran's Preference.

It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title

49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

#### 16. Conformity to Plans and Specifications.

It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

#### 17. Construction Inspection and Approval.

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

#### 18. Planning Projects.

In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

#### 19. Operation and Maintenance.

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be

required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- 1) Operating the airport's aeronautical facilities whenever required;
- Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- 3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.
- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

#### 20. Hazard Removal and Mitigation.

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

#### 21. Compatible Land Use.

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

#### 22. Economic Nondiscrimination.

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-
  - furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - 2) charge reasonable, and not unjustly discriminatory, prices for each unit or service,

provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

- a.) Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- b.) Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- c.) Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- d.) It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- e.) In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- f.) The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- g.) The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

#### 23. Exclusive Rights.

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental

and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

#### 24. Fee and Rental Structure.

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

#### 25. Airport Revenues.

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - 1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - 2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - 3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
    - a.) As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a

- manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- b.) Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

#### 26. Reports and Inspections.

It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- for airport development projects, make the airport and all airport records and documents
  affecting the airport, including deeds, leases, operation and use agreements, regulations and
  other instruments, available for inspection by any duly authorized agent of the Secretary upon
  reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - 1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - 2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

#### 27. Use by Government Aircraft.

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that —

- a. by gross weights of such aircraft) is in excess of five million pounds Five (5) or more
   Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied.

#### 28. Land for Federal Facilities.

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at

Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

#### 29. Airport Layout Plan.

- a. It will keep up to date at all times an airport layout plan of the airport showing:
  - boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;
  - the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities;
  - the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and
  - 4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
    - a.) If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

#### 30. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

- a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.
- b. Applicability
  - 1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the

sponsor's programs and activities.

- 2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.
- 3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

#### c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

- 1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
- 2) So long as the sponsor retains ownership or possession of the property.
- d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The (Name of Sponsor), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

#### e. Required Contract Provisions.

- 1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.
- 2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
- 3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
- 4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
  - a.) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

- b.) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
- f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.
- g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

#### 31. Disposal of Land.

- a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.
- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was

notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

#### 32. Engineering and Design Services.

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

#### 33. Foreign Market Restrictions.

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

#### 34. Policies, Standards, and Specifications.

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including, but not limited to, the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated January 24, 2017 and included in this grant, and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

#### 35. Relocation and Real Property Acquisition.

- a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
- b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
- c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

#### 36. Access By Intercity Buses.

The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

#### 37. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure

nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

#### 38. Hangar Construction.

If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

#### 39. Competitive Access.

- a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-
  - 1) Describes the requests;
  - 2) Provides an explanation as to why the requests could not be accommodated; and
  - 3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.
- b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.



# **Current FAA Advisory Circulars Required for Use in AIP Funded** and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:

<a href="http://www.faa.gov/airports/resources/advisory\_circulars">http://www.faa.gov/airports/resources/advisory\_circulars</a>
<a href="http://www.faa.gov/regulations">http://www.faa.gov/regulations</a> policies/advisory\_circulars/</a>

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1- 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1-2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications

NUMBER	TITLE
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E Changes 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	pard Airport Avian Radar Systems
150/5220-26 Changes 1-2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5D	Airport Drainage Design
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C Changes 1-8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5235-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retro reflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43H	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design

NUMBER	TITLE	
150/5395-1A	Seaplane Bases	

### THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17 Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

#### RESOLUTION NO. 19-

# A RESOLUTION APPROVING FEDERAL AVAIATION ADMINISTRATION GRANT AGREEMENT #AIP 3-27-0037-022-2019 IN THE AMOUNT OF \$202,064.00 FOR THE PURCHASE OF A WESTERN STAR 4700 4 X 2 CHASSIS OUTFITTED WITH A DUMP BOX, SANDER, PLOWS AND LIGHTS

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:

• The Federal Aviation Administration has awarded grant agreement #AIP 3-27-0037-022-2019 for the purchase of a Western Star 4700 4 x 2 chassis outfitted with a dump box, sander, plows and lights in the amount of \$202,064.00.

Adopted this 12th day of August 2019	
	Dale C. Adams, Mayor
Attest:	
Kimberly Gibeau, City Clerk	



OMB CONTROL NUMBER: 2120-0569 EXPIRATION DATE: 8/31/2019

## Certification and Disclosure Regarding Potential Conflicts of Interest Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids/ Itasca County

Airport: Grand Rapids/Itasca County Airport-Gordon Newstrom Field

Project Number: 3-27-0037-022-2019

Description of Work: Acquire Snow Removal Equipment (Western Star 4700 4x2 Chassis outfitted with a dump

box, sander, plows, and lights).

#### **Application**

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

- a) The employee, officer or agent,
- b) Any member of his immediate family,
- c) His or her partner, or
- d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

#### **Certification Statements**

1.	The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.
	□ Yes □ No

<ol> <li>The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).</li> <li>Yes \( \subseteq \) No</li> </ol>
<b>_</b>
<ol><li>The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).</li></ol>
☐ Yes ☐ No
Attach documentation clarifying any above item marked with "no" response.
Sponsor's Certification
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.
Executed on this day of ,
Name of Sponsor:
Name of Sponsor's Authorized Official:
Title of Sponsor's Authorized Official:
Signature of Sponsor's Authorized Official:
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



OMB CONTROL NUMBER: 2120-0569 EXPIRATION DATE: 8/31/2019

# Drug-Free Workplace Airport Improvement Program Sponsor Certification

Sponsor: City of Grand Rapids/ Itasca County

Airport: Grand Rapids/Itasca County Airport-Gordon Newstrom Field

Project Number: 3-27-0037-022-2019

Description of Work: Acquire Snow Removal Equipment (Western Star 4700 4x2 Chassis outfitted with a dump

box, sander, plows, and lights).

#### **Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

#### **Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1.	A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken agains employees for violation of such prohibition (2 CFR § 182.205).		
	□Ye	es 🗆 No 🗎 N/A	
2.	•	going drug-free awareness program (2 CFR § 182.215) has been or will be established ocommencement of project to inform employees about:	
	a.	The dangers of drug abuse in the workplace;	
	b.	The sponsor's policy of maintaining a drug-free workplace;	
	c.	Any available drug counseling, rehabilitation, and employee assistance programs; and	
	d.	The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.	
	□Ye	s 🗆 No 🗆 N/A	

3.	Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210)
	□Yes □No □N/A
4.	Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:
	a. Abide by the terms of the statement; and
	<ul> <li>Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.</li> </ul>
	□ Yes □ No □ N/A
5.	The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).
	□ Yes □ No □ N/A
6.	One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:
	<ul> <li>Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and</li> </ul>
	<ul> <li>Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.</li> </ul>
	□Yes □No □N/A
7.	A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).
	□Yes □No □N/A
Site(s)	of performance of work (2 CFR § 182.230):
Na	cation 1 me of Location: dress:
Na	cation 2 (if applicable) me of Location: dress:
Na	cation 3 (if applicable) me of Location: dress:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification				
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.				
Executed on this day of ,				
Name of Sponsor:				
Name of Sponsor's Authorized Official:				
Title of Sponsor's Authorized Official:				
Signature of Sponsor's Authorized Official:				
I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.				



OMB CONTROL NUMBER: 2120-0569 EXPIRATION DATE: 8/31/2019

# **Equipment and Construction Contracts Airport Improvement Sponsor Certification**

Sponsor: City of Grand Rapids/ Itasca County

Airport: Grand Rapids/Itasca County Airport-Gordon Newstrom Field

Project Number: 3-27-0037-022-2019

Description of Work: Acquire Snow Removal Equipment (Western Star 4700 4x2 Chassis outfitted with a dump

box, sander, plows, and lights).

## **Application**

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

### **Certification Statements**

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

A written code or standard of conduct is or will be in effect prior to commencement of the project
that governs the performance of the sponsor's officers, employees, or agents in soliciting,
awarding and administering procurement contracts (2 CFR § 200.318).
□Yes □ No □ N/A

2.	For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).
	☐ Yes ☐ No ☐ N/A
3.	Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.
	☐ Yes ☐ No ☐ N/A
4.	Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:
	<ul> <li>Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));</li> </ul>
	<ul> <li>Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and</li> </ul>
	c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).
	☐ Yes ☐ No ☐ N/A
5.	Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:
	<ul> <li>Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;</li> </ul>
	<ul> <li>Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;</li> </ul>
	c. Publicly opened at a time and place prescribed in the invitation for bids; and
	<ul> <li>d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.</li> </ul>
	☐ Yes ☐ No ☐ N/A
6.	For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:
	<ul> <li>Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;</li> </ul>
	b. Plan for publicizing and soliciting an adequate number of qualified sources; and
	c. Listing of evaluation factors along with relative importance of the factors.
	☐ Yes ☐ No ☐ N/A
7.	For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).
	☐ Yes ☐ No ☐ N/A

	rence was or will be obtained from the Federal Aviation Administration (FAA) prior to award under any of the following circumstances (Order 5100.38D):
a.	Only one qualified person/firm submits a responsive bid;
b.	Award is to be made to other than the lowest responsible bidder; and
c.	Life cycle costing is a factor in selecting the lowest responsive bidder.
☐ Ye	s □ No □ N/A
All cons	truction and equipment installation contracts contain or will contain provisions for:
a.	Access to Records (§ 200.336)
b.	Buy American Preferences (Title 49 U.S.C. § 50101)
C.	Civil Rights - General Provisions and Title VI Assurances( 41 CFR part 60)
d.	Federal Fair Labor Standards (29 U.S.C. § 201, et seq)
e.	Occupational Safety and Health Act requirements (20 CFR part 1920)
f.	Seismic Safety – building construction (49 CFR part 41)
g.	State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)
h.	U.S. Trade Restriction (49 CFR part 30)
i.	Veterans Preference (49 USC § 47112(c))
☐ Ye	s □ No □ N/A
	truction and equipment installation contracts exceeding \$2,000 contain or will contain the ns established by:
a.	Davis-Bacon and Related Acts (29 CFR part 5)
b.	Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)
☐ Yes	s □ No □ N/A
	truction and equipment installation contracts exceeding \$3,000 contain or will contain a provision that discourages distracted driving (E.O. 13513).
☐ Yes	s □ No □ N/A
All contr	acts exceeding \$10,000 contain or will contain the following provisions as applicable:
a.	Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;
b.	Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;
C.	Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and
d.	Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).
☐ Yes	s □ No □ N/A
	contract a. b. c. Ye All cons a. b. c. d. e. f. g. h. i. Yes All consiprovision a. b. Yes All const contract All const contract contract contract d. c. d.

13. All contracts and subcontracts exceeding \$25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).						
☐ Ye	☐ Yes ☐ No ☐ N/A					
	ts exceeding the simplified acquisition threshold (currently \$150,000) include or will include ns, as applicable, that address the following:					
a.	Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);					
b.	Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);					
c.	Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);					
d.	Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and					
e.	All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.					
☐ Yes	s □ No □ N/A					
Attach documer	ntation clarifying any above item marked with "No" response.					
Sponsor's Cer	tification					
I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.						
Executed on thi	Executed on this day of , .					
Name of Sponsor:						
Name of Sponsor's Authorized Official:						
Title of Sponsor's Authorized Official:						
Signature of Sponsor's Authorized Official:						
willfully providing	penalty of perjury that the foregoing is true and correct. I understand that knowingly and g false information to the federal government is a violation of 18 USC § 1001 (False d could subject me to fines, imprisonment, or both.					





420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

June 27, 2019

RE: Grand Rapids – Itasca County Airport (GPZ)
Federal and State Grant Request – 2019 Snow

Removal Equipment (SRE)

Don Berre Regional Airport Engineer MnDOT Office of Aeronautics 222 East Plato Blvd St. Paul, MN 55107-1618

## Dear Don:

Please consider this letter as a formal request from the City of Grand Rapids for Federal and State Grants for Snow Removal Equipment (SRE) to be used at the Grand Rapids – Itasca County Airport (GPZ). The grant request includes the following items:

## **Federal Grant Request**

	Total	\$ 224,516
City Administration Expenses (City of Grand Rapids)		\$ 3,000
Sanding/Deicing Equipment		\$ 126,333
2020 Western Star Truck		\$ 95,183

The requested federal grant amount is 90 percent of the federally-eligible work elements, which totals \$202,065.

## **State Grant Request**

The City is requesting state participation for the federally-eligible equipment in the amount of 5 percent, which totals **\$11,226**.

In addition, the City is also requesting participation in a pusher blade for the equipment that doesn't meet the FAA Buy American criteria and is ineligible for federally funding:

Pusher Blade		\$ 28,288
	Total	\$ 28,288

Therefore, the City is requesting state participation at 70 percent of the state-eligible equipment of \$28,288, which totals a state grant request amount of **\$19,802**.

Five (5) percent cost match \$ 11,226 State Eligible SRE \$ 19,802

luck Degun

The total state funding requested is \$31,028.

Please contact me if you have any questions or need further information.

Sincerely,

Matt Wegwerth, PE

Public Works Director / City Engineer, City of Grand Rapids, Minnesota

cc: Benita Crow, SEH



## Legislation Details (With Text)

File #: 19-0483 Version: 1 Name: GPZ Snow Removal Equip State Grant Agreement

Type: Agenda Item Status: Consent Agenda
File created: 8/5/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider adopting a resolution approving a grant agreement with the State of Minnesota to acquire

snow removal equipment for the Grand Rapids / Itasca County Airport.

Sponsors:

Indexes:

**Code sections:** 

Attachments: State Agreement

Resolution Approving State Grant
Resolution Accepting State Grant
2019 Grant Request Letter 06272019

Date Ver. Action By Action Result

Consider adopting a resolution approving a grant agreement with the State of Minnesota to acquire snow removal equipment for the Grand Rapids / Itasca County Airport.

## **Background Information:**

Grant includes acquiring snow removal equipment for the GPZ airport. Equipment includes a Western Star 4700 4x2 chassis outfitted with a dump box, sander, plows and lights and a pusher blade. Total cost of the equipment is \$252,804.00, with the FAA covering \$202,064, the States portion is 5%, \$31,027.40 and the Local share is \$19,712.60. The City's portion is half of the local share, \$9,856.30. Attached is a resolution accepting the funds and a resolution approving the agreement. This is a budgeted purchase on the 2019 Airport CIP. A similar agreement is also being processed with the FAA.

## **Staff Recommendation:**

City staff recommends adopting a resolution approving a grant agreement with the State of Minnesota to acquire snow removal equipment for the Grand Rapids / Itasca County Airport.

## **Requested City Council Action**

Make a motion adopting a resolution approving a grant agreement with the State of Minnesota to acquire snow removal equipment for the Grand Rapids / Itasca County Airport.

# GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION

This Agreement is by and between the State of Minnesota acting through its Commissioner of Transportation ("State"), and the **City of Grand Rapids** ("Recipient").

WHEREAS, the Recipient desires the financial assistance of the State for an airport improvement project ("Project") as described in Article 2 below; and

WHEREAS, the State is authorized by Minnesota Statutes Sections 360.015 (subdivisions 13 & 14) and 360.305 to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, or maintenance of airports and other air navigation facilities; and

WHEREAS, the Recipient has provided the State with the plans, specifications, and a detailed description of the airport improvement Project.

NOW, THEREFORE, it is agreed as follows:

- 1. This Agreement is effective upon execution by the Recipient and the State, and will remain in effect until **September 30**, **2023**.
- 2. The following table provides a description of the Project and shows a cost participation breakdown for each item of work:

<u>Item Description</u>	Federal Share	State Share	Local Share
Acquire SRE – Truck and Sanding/Deicing Equipment	79.93%	12.27%	7.80%

- 3. The Project costs will not exceed \$252,804.00. The proportionate shares of the Project costs are: Federal: \$202,064.00, State: \$31,027.40, and Recipient: \$19,712.60. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for this Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No funds are committed under this Agreement until they are encumbered by the State. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Recipient has complied with all terms of this Agreement, and furnished all necessary records.
- 4. The Recipient will designate a registered engineer (the "Project Engineer") to oversee the Project work. If, with the State's approval, the Recipient elects not to have such services performed by a registered engineer, then the Recipient will designate another responsible person to oversee such work, and any references herein to the "Project Engineer" will apply to such responsible person.
- 5. The Recipient will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference. Any changes in the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Recipient, the Project Engineer, and the contractor. Change orders must be submitted to the State. Subject to the availability of funds the State may prepare an amendment to this Agreement to reimburse the Recipient for the allowable costs of qualifying change orders.
- 6. The Recipient will make payments to its contractor on a work-progress basis. The Recipient will submit requests for reimbursement of certified costs to the State on state-approved forms. The State will reimburse the Recipient for the state and federal shares of the approved Project costs.
  - a. At regular intervals, the Recipient or the Project Engineer will prepare a partial estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). Partial estimates must be completed no later than one month after the work covered by the estimate is completed. The Project Engineer and the contractor must certify that each partial estimate is true and correct, and that the costs have not been included on a previous estimate.
  - b. Following certification of the partial estimate, the Recipient will make partial payments to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).

- c. Following certification of the partial estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A copy of the partial estimate must be included with the Recipient's request for payment. Reimbursement requests and partial estimates should not be submitted if they cover a period in which there was no progress on the Project.
- d. Upon completion of the Project(s), the Recipient will prepare a final estimate in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s). The final estimate must be certified by the Recipient, Project Engineer and the contractor.
- e. Following certification of the final estimate, the Recipient will make final payment to the contractor in accordance with the terms of the contract, special provisions, and standard specifications for the Project(s).
- f. Following certification of the final estimate, the Recipient may request reimbursement from the State for costs eligible for federal and state participation. A request for final payment must be submitted to the State along with those project records required by the State.
- 7. For a Project which involves the purchase of equipment, the Recipient will be reimbursed by the State in one lump sum after the Recipient: (1) has acquired both possession and unencumbered title to the equipment; and (2) has presented proof of payment to the State, and (3) a certificate that the equipment is not defective and is in good working order. The Recipient will keep such equipment, properly stored, in good repair, and will not use the equipment for any purpose other than airport operations.
- 8. If the Project involves force-account work or project donations, the Recipient must obtain the written approval of the State and Federal Aviation Administration (FAA). Force-account work performed or project donations received without written approval by the State will not be reimbursed under this Agreement. Force-account work must be done in accordance with the schedule of prices and terms established by the Recipient and approved by the State.
- 9. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (g) (1), the Recipient will operate its airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Recipient receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. The Recipient will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property, which is purchased or improved with State aid funds without prior written approval from the State. If the State approves such transfer or change in use, the Recipient must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.
- 10. This Agreement may be terminated by the Recipient or State at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the Recipient as set forth in this Agreement. In the event of such a termination, the Recipient will be entitled to reimbursement for eligible expenses incurred for work satisfactorily performed on the Project up to the date of termination. The State may immediately terminate this Agreement if it does not receive sufficient funding from the Minnesota Legislature or other funding source, or such funding is not provided at a level sufficient to allow for the continuation of the work covered by this Agreement. In the event of such termination, the Recipient will be reimbursed for work satisfactorily performed up to the effective date of such termination to the extent that funds are available. In the event of any complete or partial state government shutdown due to a failure to have a budget approved at the required time, the State may suspend this Agreement, upon notice to the Recipient, until such government shutdown ends, and the Recipient assumes the risk of non-payment for work performed during such shutdown.
- 11. Pursuant to Minnesota Rules 8800.2500, the Recipient certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Recipient has the legal authority to engage in the Project as proposed.
- 12. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the Recipient will maintain such records and provide such information, at the request of the State, so as to permit the Department of Transportation, the Legislative Auditor, or the State Auditor to examine those books, records, and accounting procedures and practices of the Recipient relevant to this Agreement for a minimum of six years after the expiration of this Agreement.
- 13. The Recipient will save, defend, and hold the State harmless from any claims, liabilities, or damages including, but not limited to, its costs and attorneys' fees arising out of the Project which is the subject of this Agreement.

- 14. The Recipient will not utilize any state or federal financial assistance received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Recipient from utilizing these funds to pay any party who might be disqualified or debarred after the Recipient's contract award on this Project.
- 15. All contracts for materials, supplies, or construction performed under this Agreement will comply with the equal employment opportunity requirements of Minnesota Statutes Section 181.59.
- 16. The amount of this Agreement is limited to the dollar amounts as defined in Article 3 above. Any cost incurred above the amount obligated by the State is done without any guarantee that these costs will be reimbursed in any way. A change to this Agreement will be effective only if it is reduced to writing and is executed by the same parties who executed this Agreement, or their successors in office.
- 17. For projects that include consultant services, the Recipient and its consultant will conduct the services in accordance with the work plan indicated in the Recipient's contract for consultant services, which shall be on file with the State's Office of Aeronautics. The work plan is incorporated into this Agreement by reference. The Recipient will confer on a regular basis with the State to coordinate the design and development of the services.
- 18. The parties must comply with the Minnesota Government Data Practices Act, as it relates to all data provided to or by a party pursuant to this Agreement.
- 19. Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- 20. For projects including federal funding, the Recipient must comply with applicable regulations, including, but not limited to, Title 14 Code of Federal Regulations, subchapter I, part 151; and Minnesota Rules Chapter 8800.
- 21. For all projects, the Recipient must comply, and require its contractors and consultants to comply, with all federal and state laws, rules, and regulations applicable to the work. The Recipient must advertise, let, and award any contracts for the project in accordance with applicable laws. The State may withhold payment for services performed in violation of applicable laws.
- 22. Under this Agreement, the State is only responsible for receiving and disbursing federal and state funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venture with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Recipient, however, the Recipient will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Recipient's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

<b>State Encumbrance Verification</b>	
Individual certifies that funds have been encumbered as required by Minn. Stat	t. §§ 16A.15 and 16C.05.

Ву:	<u> </u>
Date:	<u> </u>
MAPS Order No:	
Recipient Recipient certifies that the appropriate person(s) have execuresolutions, charter provisions or ordinances.	ted the Agreement on behalf of the Recipient as required by applicable
By:	_
Title:	<u> </u>
Date:	<u> </u>
Ву:	<u> </u>
Title:	<u> </u>
Date:	
By:	_
Mn/DOT Contract Management as to form & execution	
By:	_
Date:	
Office of Financial Management-Grant Unit Agency Grant Supervisor	
By:	_
Date:	

## **RESOLUTION**

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

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

1. That the state of Minne	sota Agreer	ment No. <u>1035027</u> ,		
"Grant Agreement for A	Airport Imp	rovement Excluding La	nd Acquisition," for	
State Project No. A310	1-96 at the	Grand Rapids Munici	oal Airport is accepte	d.
2. That the	itle)	and	(Title)	are
	_	ent and any amendments	s on behan of the	
City of Grand Rapids				
	C	ERTIFICATION		
STATE OF MINNESOTA				
COUNTY OF				
I certify that the above	Resolution	is a true and correct cop	y of the Resolution ad	opted by the
	(Na	me of the Recipient)		
at an authorized meeting held or	the	day of		, 20
as shown by the minutes of the i	neeting in r	ny possession.		
		Signature:		
			(Clerk or Equivalen	t)
CORPORATE SEAL	/ <b>OR</b> /	NOTA	ARY PUBLIC	_
		My Commission Expire	2:	_

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

## **RESOLUTION NO. 19-**

A RESOLUTION APPROVING MINNESOTA DEPARTMENT OF TRANSPORTATION OFFICE OF AERONAUTICS GRANT AGREEMENT #A3101-96 IN THE AMOUNT OF \$31,027.40 FOR THE PURCHASE OF A WESTERN STAR 4700 4 X 2 CHASSIS OUTFITTED WITH A DUMP BOX, SANDER, PLOWS AND LIGHTS

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:

• The Minnesota Department of Transportation Office of Aeronautics has awarded grant agreement #A3101-96 for the purchase of a Western Star 4700 4 X 2 Chassis outfitted with a dump box, sander, plows and lights.

	Dale C. Adams, Mayor
Attest:	
Kim Johnson-Gibeau, City Clerk	

Adopted this 12th day of August 2019

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.





420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

June 27, 2019

RE: Grand Rapids – Itasca County Airport (GPZ) Federal and State Grant Request – 2019 Snow

Removal Equipment (SRE)

Don Berre Regional Airport Engineer MnDOT Office of Aeronautics 222 East Plato Blvd St. Paul, MN 55107-1618

## Dear Don:

Please consider this letter as a formal request from the City of Grand Rapids for Federal and State Grants for Snow Removal Equipment (SRE) to be used at the Grand Rapids – Itasca County Airport (GPZ). The grant request includes the following items:

## **Federal Grant Request**

	Total	\$ 224,516
City Administration Expenses (City of Grand Rapids)		\$ 3,000
Sanding/Deicing Equipment		\$ 126,333
2020 Western Star Truck		\$ 95,183

The requested federal grant amount is 90 percent of the federally-eligible work elements, which totals \$202,065.

## **State Grant Request**

The City is requesting state participation for the federally-eligible equipment in the amount of 5 percent, which totals **\$11,226**.

In addition, the City is also requesting participation in a pusher blade for the equipment that doesn't meet the FAA Buy American criteria and is ineligible for federally funding:

Pusher Blade		\$ 28,288
	Total	\$ 28,288

Therefore, the City is requesting state participation at 70 percent of the state-eligible equipment of \$28,288, which totals a state grant request amount of **\$19,802**.

Five (5) percent cost match \$ 11,226 State Eligible SRE \$ 19,802

luck Degun

The total state funding requested is \$31,028.

Please contact me if you have any questions or need further information.

Sincerely,

Matt Wegwerth, PE

Public Works Director / City Engineer, City of Grand Rapids, Minnesota

cc: Benita Crow, SEH



## Legislation Details (With Text)

File #: 19-0484 Version: 1 Name: Consider adopting a resolution accepting a donation

of \$350.00 from Grand Rapids Area Chamber of Commerce to the Grand Rapids Police Reserve

Program.

Type: Agenda Item Status: Consent Agenda

File created: 8/5/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider adopting a resolution accepting a donation of \$350.00 from Grand Rapids Area Chamber of

Commerce to the Grand Rapids Police Reserve Program.

Sponsors:

Indexes:

Code sections:

Attachments: PD Chamber of Commerce

Date Ver. Action By Action Result

Consider adopting a resolution accepting a donation of \$350.00 from Grand Rapids Area Chamber of Commerce to the Grand Rapids Police Reserve Program.

## **Background Information:**

The Grand Rapids Police Department Reserve Officers assisted at this year's car show and swap meet at the Itasca County Fairgrounds. The Police Reserves have been working this event for over 25 years and to show their appreciation, the Grand Rapids Area Chamber of Commerce would like to donate \$350.00 to the Police Reserve Program.

## **Requested City Council Action**

Make a motion adopting a resolution to accept a \$350.00 donation from the Grand Rapids Area Chamber of Commerce Rapids to the Police Reserve Program.

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

## RESOLUTION NO. 19-

# A RESOLUTION ACCEPTING A \$350.00 DONATION FROM GRAND RAPIDS AREA CHAMBER OF COMMERCE/NORTHERN MN SWAP MEET CAR SHOW FOR THE GRAND RAPIDS POLICE DEPARTMENT'S POLICE RESERVES

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:

• The Grand Rapids Area Chamber of Commerce/Northern MN Swap Meet Car Show has donated \$350.00 to the Grand Rapids Police Department's Police Reserves.

	Dale C. Adams, Mayor
Attest:	
Kimberly Johnson-Gibeau, City Clerk	-

Adopted this 12th day of August 2019

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.



## Legislation Details (With Text)

File #: 19-0485 Version: 1 Name: GPZ ARFF Donation

Type: Agenda Item Status: Consent Agenda

File created: 8/5/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider donating the Grand Rapids / Itasca County Airport ARFF vehicle to the Chisholm-Hibbing

Airport Authority.

Sponsors:

Indexes:

Code sections:

Attachments: ARFF Truck Donation Letter

<u> ARFF.Transfer.2019</u>

Date Ver. Action By Action Result

Consider donating the Grand Rapids / Itasca County Airport ARFF vehicle to the Chisholm-Hibbing Airport Authority.

## **Background Information:**

In 1997 the Grand Rapids / Itasca County Airport purchased a 1998 E-One Titan Aircraft Rescue Fire Fighting (ARFF) Truck. This vehicle was purchased utilizing FAA funds (AIP Grant 3-27-0037-06-97) and was necessary for commercial airline service. Since GPZ airport no longer has commercial air, this piece of equipment is not necessary. The truck was purchased with federal funds and the original grant terms require if the vehicle were ever sold that any proceeds from the sale must be paid back to the FAA. In lieu of selling the vehicle, an option to donate the truck to another willing airport was explored. The Chisholm-Hibbing Airport Authority (CHAA) is willing to accept the donation, and original grant terms, as a backup vehicle. Attached is a draft letter to the FAA stating the City's intention to donate the vehicle, as well as a letter from the CHAA accepting the donation.

## **Staff Recommendation:**

City staff recommend donating the Grand Rapids / Itasca County Airport ARFF vehicle to the Chisholm-Hibbing Airport Authority.

## **Requested City Council Action**

A motion approving the donation of the Grand Rapids / Itasca County Airport ARFF vehicle to the Chisholm-Hibbing Airport Authority.



420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

August 13th, 2019

Mr. Jacob Martin Program Manager FAA Dakota-Minnesota Airport District Office 6020 28<sup>th</sup> Ave South, Suite 102 Minneapolis, MN 55450

Dear Mr. Martin,

The Grand Rapids/Itasca County Airport would like to donate their 1998 E-One Titan Aircraft Rescue and Fire Fighting Vehicle (ARFF) to the Chisholm/Hibbing Airport Authority at no cost. This vehicle was purchased in 1997 with monies from AIP grant 3-27-0037-06-97.

The Grand Rapids/Itasca County Airport requests the FAA's acknowledgment of this equipment transfer and a release of our obligations related to said grant.

If you have any questions please feel free to contact me at 218.326.7625 or <a href="mailto:mwegwerth@ci.grand-rapids.mn.us">mwegwerth@ci.grand-rapids.mn.us</a>.

Regards,

Matt Wegwerth, PE

Public Works Director/City Engineer

Tuen Wegus

City of Grand Rapids



## CHISHOLM • HIBBING AIRPORT AUTHORITY

11038 Hwy 37 · HIBBING, MN 55746 Tel: (218)262-3451 · Fax: (218)262-6245 www.rangeregionalairport.com



August 6, 2019

Mr. Jacob Martin Federal Aviation Administration 6020 28<sup>th</sup> Ave. S. Suite 102 Minneapolis, MN 55450

Re: ARFF Truck Transfer

Dear Mr. Martin:

The City of Grand Rapids, Minnesota is in possession of a 1998 E-One Titan Aircraft Rescue Fire Fighting (ARFF) Truck that was purchased utilizing Federal Aviation Administration funds (AIP Grant 3-27-0037-06-97). The ARFF Truck was required under FAR Part 139 Regulations to provide rescue and firefighting services for commercial airline service. Since the requirement no longer exists, Grand Rapids has offered to donate the ARFF Truck to the Chisholm-Hibbing Airport Authority (CHAA).

The CHAA, at its regularly scheduled board meeting July 15, 2019, approved the acceptance of the ARFF truck donation understanding the original AIP grant terms including Exclusive Rights and Airport Revenue concerns are still applicable. The CHAA intends to certify the equipment and utilize it as a secondary unit at the Range Regional Airport.

The CHAA requests the FAA's acknowledgement of this equipment transfer and requests a description of its obligations concerning such. Thank you for your assistance.

Sincerely,

Shaun J. Germolus, A.A.E.

**Executive Director** 

1931 Celebrating 80 Years of Flight 2011



## Legislation Details (With Text)

File #: 19-0486 Version: 1 Name: Central school ameripride contract

Type: Agenda Item Status: Consent Agenda
File created: 8/5/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider approving service agreement with AmeriPride Services for floor mat rental and cleaning at

Central School.

**Sponsors:** 

Indexes:

Code sections:

Attachments: CS Ameripride service agreement 1

Date Ver. Action By Action Result

Consider approving service agreement with AmeriPride Services for floor mat rental and cleaning at Central School.

## **Background Information:**

This is for renewal of the current service agreement for floor mats at Central School at a cost of \$10 a month.

## **Staff Recommendation:**

Staff recommends council authorize the mayor to sign the annual service agreement with AmeriPride Services for floor mat rental and cleaning at a cost of \$10 a month.

## **Requested City Council Action**

Make a motion approving the annual service agreement with AmeriPride Services for floor mat rental and cleaning at a cost of \$10 a month.



# **Rental Service Agreement**



519 E. 19th St. Hibbing, MN 55746

Email	Agreement #	350041500013
	Email	

GRAND RAPIDS - CENTRAL SCHOOL Account Number: 350041512

10 5TH ST NW GRAND RAPIDS, MN 55744

# AmeriPride Services Inc. Service Promise

precise nature of your concerns and needs. Should we be unable to restore your service to reasonable standards within 60 days, Representative cannot address your concern, please notify us via certified letter addressed to the General Manager, stating the We promise to provide the highest standards of Quality and Service during the term of our agreement with you. Your Customer Service Representative is trained and empowered to meet your service needs. In the unlikely event that your Customer Service you will have the option to cancel your Service Agreement. Please refer to your Service Agreement for terms and conditions related to cancellation.

		MATERIAL STATES		
Effective Date	Title	Print Name	Authorized Signature	
Date	7/1/19	AmeriPride Services Inc. Representative	- Alon Jones	
Date		AmeriPride Services Inc. Approved by		

This agreement is subject to the Terms & Conditions on the reverse side. By signing this document you acknowledge that you have the authority to make decisions and bind your organization to this agreement.

\*\*CONFIDENTIAL\*\* Print Date: 6/21/2019 Page 1 of 3



# Rental Service Agreement



Hibbing, MN 55746 519 E. 19th St.

Email Agreement # 350041500013

Bill To:

GRAND RAPIDS - CENTRAL SCHOOL Account Number: 350041500 420 POKEGAMA AVE N GRAND RAPIDS, MN 55744

**Deliver To:** 

GRAND RAPIDS - CENTRAL SCHOOL Account Number: 350041512 10 5TH ST NW GRAND RAPIDS, MN 55744

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Page 2	



Account Number: 350041512 GRAND RAPIDS - CENTRAL SCHOOL 350041500013



AmeriPride Definitions:

relating to the environment, energy, service, and delivery . Revenue from all charges on our invoices is Service Charge: The "Service Charge" will be used to help AmeriPride pay various fluctuating costs used to offset costs and to provide general revenue to AmeriPride .

hyoice Minimum: The minimum you will be billed weekly for service throughout the term of the

FR: Flame Resistant Garments.

charged even if the actual inventory drops below that amount Min Use % = Minimum Use Percentage: The minimum amount of inventory for that item that you will be

 $\underline{Circ \, lnv}$  = Circulating Inventory: Total amount of customer requested product currently assigned to

Rental Price/Wash Price/Dispos. Price (Disposable Price) = Price charged per unit.

Replacement Rate to cover loss and attrition <u>Inv Maint</u> = Inventory Maintenance : Percentage of inventory automatically replaced at current

<u>Delivery Freq. = Delivery Frequency</u>: Frequency of delivery W=Weekly, A=Every Other Week (EOW), B=EOW, C,

Replace Price = Replacement Price: The then current replacement rate charged for lost or damaged items Name Charge: Per unit charge for name emblems applied to garments on initial installation of account . Names Thereafter charge refers to the charge after the initial installation of the account .

of account. Company Emblems thereafter charge refers to the charge after the initial installation of the  $\underline{\mathsf{Company}}$  Charge: Per unit charge for company name / logo emblems applied to garments on initial installation

<u>Prep Charge</u>: Per unit charge for garment preparation applied to each garment on initial installation of account charges are for hemming, alterations, assembly, garment ID and chip assignment Prep thereafter charge refers to the charge after the initial installation of the account . Preparation (prep.)

for damage to an item from normal wear and tear . It does not cover damage which is either extraordinary or <u>Image Care</u>: An optional, consistent charge based on the inventory of a particular item . This replaces the charge

# Terms and Conditions

based on the following understandings; This is a contractual Agreement between you, the Customer identified above, and AmeriPride Services Inc., "AmeriPride" for the provision of exclusive textile rental services during the term described below. This Agreement is

- you have paid for all services rendered, including any loss and damaged charges and past due charges ." to reasonable standards within 60 days, you will have the option to cancel your Service Agreement after you have given us 30 days notice of your intent to discontinue service via certified letter to the General Manager and service needs. In the unlikely event that (s)he cannot deal with your concern, please notify us via certified letter to the General Manager, stating the precise nature of your needs. Should we be unable to restore your service 1. AmeriPride Service Promise. "We promise to provide the highest standards of Quality and Service during the term of our Agreement with you. Your Customer Representative is trained and empowered to meet your
- 2. Term. The term of this Agreement shall be for 60 months starting from the effective date noted on the front. At the expiration of the term, the Agreement will automatically renew for another 60 months unless you have
- notice within 10 days of your rejection of the price increase in excess of 6%. The price charged is calculated using a 52 week year and for that reason, there will be no reduction for vacation, illness or temporary shutdown. during the term, (ii) increase ancillary fees and (iii) add ancillary fees as needed. If we feel an increase in base price in excess of 6% is necessary, we will notify you of that increase in writing and should you so desire, you can give us reserve the right to charge you for other ancillary fees related to the services provided including a minimum delivery charge and inventory maintenance charge. We reserve the right to; (i) increase base prices by 6% each year given us written notice, 60 days prior to the expiration of the term.

  3. Prices. The initial base price for the services has been identified above. This may change if inventories increase or decrease, but they cannot decrease below the invoice minimum listed above. In addition to the base price, we
- you do not pay promptly we reserve the right to; (i) discontinue credit terms and (ii) charge you 1 ½% per month on past due balances and (iii) suspend service to you. 4. Payment Terms. Payment for services is due upon receipt of the invoice. If you request credit terms we reserve the right to ask for additional information about you. If credit is approved payment terms are Net 10. If
- above, the price charged will be the current Replacement Price for that item . at the termination of this Agreement for any reason, we will ask you to purchase that inventory from us . If you terminate this Agreement early, we will ask you to purchase all inventory items . In any of the situations described 5. Loss, Damage and Early Termination Charges. Since we own the inventory of items which we are providing to you, should you lose or damage those items we will charge you. If we have supplied you with non-standard items
- prior to termination and includes all charges except for taxes . addition to the amount in 5 above) as liquidated damages (and not as a penalty) fifty percent of the average weekly volume for the unexpired portion of the term. Average weekly volume is calculated based on the twelve weeks 6. Liquidated Damages. If you should terminate this Agreement before the term has run, it would be difficult or impractical to attempt to calculate the damages that we have suffered. For that reason, you agree to pay (in
- about your intended use. You acknowledge that unless you have specifically requested FR garments, all garments 7. No Warranty. We make no warranties about the products that are being provided for your use. We specifically disclaim all warranties including those of merchantability and fitness for a specific use, even if you have told us
- or damage (including attorney's fees) that may be made against us as a result of a claim for personal injury or product defects . about what type of material is to be used and the design of the garment. Any warranty with respect to any product will come, if at all, from the manufacturer. You agree to indemnify and hold us harmless from any claim, loss provided are for general purpose and are not designed for, or recommended for use in areas where there is a risk of flammability or where there could be contact with hazardous materials or ignition sources. You agree to take on the responsibility of notifying your employees of the risk described above. If you have asked us to provide you with FR garments, we are relying on you to make the decisions
- 8. Hazardous Materials. You agree that any soiled product returned to us will not contain any hazardous materials including "hazardous materials" as defined by federal or state law, biohazard or sharps of any kind or any other materials which could pose a threat to our employees.
- organization. This page (plus any attachments) is the only Agreement between us as to the services to be provided. The Agreement shall not become effective until signed by the General Manager of the AmeriPride facility 9. Miscellaneous. You have told us that you are not currently under contract with other companies to provide you with textile rental services and that the person who has signed below has the authority to bind your providing services to you. Should we need to hire a lawyer to enforce the terms of this Agreement, you agree to reimburse us for the lawyer 's fees and costs. This Agreement will be binding on successors and assigns, including

CN536-US (04-11)

\*\*CONFIDENTIAL\*\* Print Date: 6/21/2019 Page 3 of 3



## Legislation Details (With Text)

File #: 19-0487 Version: 1 Name: CP 2019-2 Approve Change Order 1

Type: Agenda Item Status: Consent Agenda
File created: 8/5/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider approving Change Order 1 related to CP 2019-2, Grand Rapids-Cohasset Connection Trail.

Sponsors:

Indexes:

Code sections:

Attachments: CO 1

Date Ver. Action By Action Result

Consider approving Change Order 1 related to CP 2019-2, Grand Rapids-Cohasset Connection Trail.

## **Background Information:**

During construction, an unknown culvert was found that needed to be repaired. Change Order 1 includes the repair work, with a total cost of \$1,074.50.

## **Staff Recommendation:**

City Staff recommends approving Change Order 1 related to CP 2019-2, Grand Rapids-Cohasset Connection Trail in the amount of \$1,074.50.

## **Requested City Council Action**

Make a motion approving Change Order 1 related to CP 2019-2, Grand Rapids-Cohasset Connection Trail in the amount of \$1,074.50.

Change Order Page 1 of 1

## STATE AID FOR LOCAL TRANSPORTATION

CHANGE ORDER City/County of City of Grand Rapids Change Order No. 1 FEDERAL PROJECT NO. STATE PROJECT NO. LOCAL PROJECT NO. CONTRACT NO. **GRANR 147877** CP 2019-2 CONTRACTOR NAME AND ADDRESS LOCATION OF WORK Casper Construction Grand Rapids MN PO Box 480 TOTAL CHANGE ORDER AMOUNT Grand Rapids, MN 55744 \$1.074.50 Additional CL Culvert for CR 63. **COST BREAKDOWN** Item No. Item Unit **Unit Price** Quantity Amount Funding Category No. 000 2501.503 CULVER REPLACEMENT WORK (P) LUMP SUM \$1,074.50 \$1,074.50 **Funding Category No. 000 Total:** \$1,074.50 Change Order No. 1 Total: \$1,074.50 \* Funding category is required for federal projects. CHANGE IN CONTRACT TIME (check one) Due to this change the Contract Time: Is Increased by \_\_\_\_ Working Days b. [ X ] Is Not Changed a. [ ] Is Decreased \_\_\_\_ Working Days Calendar c. [ ] May be revised if work affected the controlling by Is Increased by Days operation \_\_\_ Calendar Is Decreased Days by Approved By Contractor: Casper Construction Approved By Project Engineer: Matt Wegwerth Signed / Signed Phone: (218) 326-7601 Date: 8.2.19 Phone: (218) 326-9637



## Legislation Details (With Text)

File #: 19-0489 Version: 1 Name: Accept the resignation of Lauren Van Den Heuvel

from the position of Communications Specialist.

Type: Agenda Item Status: Consent Agenda

File created: 8/6/2019 In control: City Council

On agenda: 8/12/2019 Final action:

**Title:** Consider accepting the resignation of Lauren Van Den Heuvel from the position of Communications

Specialist.

Sponsors:

Indexes:

**Code sections:** 

Attachments:

Date Ver. Action By Action Result

Consider accepting the resignation of Lauren Van Den Heuvel from the position of Communications Specialist.

## **Background Information:**

Lauren Van Den Heuvel, Communications Specialist, has submitted her letter of resignation. Lauren was hired on DeCember 6, 2016 on a part-time basis. In her resignation letter, Lauren stated that "Working for the City has been such a great opportunity. I can't thank you enough for giving me this experience over the last 2 1/2 years. I have learned so much, and gained knowledge I wouldn't have ever expected. Everyone here is so wonderful and i've really enjoyed making my way around City hall and getting to know them."

Lauren will be starting her new career as an educator for ISD 317. Her last day of employment with the City will be August 15, 2019.

## **Staff Recommendation:**

We are recommending accepting Lauren's resignation effective August 15, 2019 and wish her well in her new endeavor.

## **Requested City Council Action**

Make a motion to accept the resignation of Lauren Van Den Heuvel from the position of Communications Specialist effective August 15, 2019.



## Legislation Details (With Text)

File #: 19-0491 Version: 1 Name: Hire Seasonal PT-Saunders, Josh 2019-2020

Type: Agenda Item Status: Consent Agenda
File created: 8/6/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider approving the hiring of a seasonal part-time employee at the City of Grand Rapids Park and

Recreation Department and the IRA Civic Center.

Sponsors:

Indexes:

Code sections:

Attachments:

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

Consider approving the hiring of a seasonal part-time employee at the City of Grand Rapids Park and Recreation Department and the IRA Civic Center.

## **Background Information:**

Joshua Saunders will be hired as a seasonal part-time employee as the Maintenance Shift Lead at the Grand Rapids Park and Recreation Department and IRA Civic Center. This position is part of the annual operating budget and will be effective September 1, 2019 thru April 30, 2020. With years of service to date, Joshua Saunders will be paid at the rate of \$16.50 per hour.

## **Staff Recommendation:**

City staff is recommending the approval of hiring of a seasonal part-time employee at the City of Grand Rapids Park and Recreation Department and the IRA Civic Center.

Make a motion approving the hiring of a seasonal part-time employee at the City of Grand Rapids Park and Recreation Department and the IRA Civic Center effective September 1, 2019.



## Legislation Details (With Text)

File #: 19-0492 Version: 1 Name: Adv. Cont.-Ardent Bicyles, Brewed Awakenings

Type: Agenda Item Status: Consent Agenda

File created: 8/6/2019 In control: City Council

On agenda: 8/12/2019 Final action:

**Title:** Consider entering into an agreement with area businesses for advertising at the IRA Civic Center.

Sponsors: Indexes:

Code sections:

Attachments: Ardent Bicycles - 2020-partially signed

Brewed Awakenings - 2020-partially signed

Date Ver. Action By Action Result

Consider entering into an agreement with area businesses for advertising at the IRA Civic Center.

## **Background Information:**

In 1993, the City Council approved the Civic Center advertising policy to generate revenue to offset operating costs. As part of this policy, agreements are renewed at the end of each term. The following is a new agreement:

Ardent Bicyles-January 1, 2020-December 31, 2021 for a lighted wall sign-\$600 for 2020 and \$600 for 2021. Brewed Awakenings-January 1, 2020-December 31, 2021 for two dasherboards and a lighted wall sign-\$1,600 for 2020 and \$1,600 for 2021.

## Staff Recommendation:

City staff is recommending approval of entering into an agreement with area businesses for advertising at the IRA Civic Center.

## **Requested City Council Action**

Make a motion to approve entering into an agreement with area businesses for advertising at the IRA Civic Center.

# AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

WHEREAS, the City of Grand Rapids, acting through the IRA Civic Center, Lessor, owns a multi-purpose facility known as the Civic Center; and

WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the <u>interior walls</u> and/or <u>dasherboards</u> the IRA Civic Center for a certain period of years; and

WHEREAS, the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and Ardent Bicycles. Lessee, that the Lessee shall lease for a period of 2 (two) years, and will be automatically renewed yearly unless cancelled in writing according to paragraph 3 below, and according to the terms set forth herein and upon the following terms and conditions:

- 1. Signs will be placed on the <u>interior walls</u> and/or <u>dasherboards</u> of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the <u>interior walls</u> and/or <u>dasherboards</u> of the IRA Civic Center.
- 2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$200.00 in cash to the Lessor at the commencement of the rental term as set forth below.
- The Lease term for the advertising space shall be as follows: January 1, 2020 through December 31, 2021. This contract will automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2022, the Lessee must notify the Lessor in writing no later that December 1, 2022 for cancellation effective December 31, 2022.
- 4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced \$600.00 annually beginning January, 2020.
- 5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee; however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
- The expense of setup and art work of the sign shall be borne by the Lessee.

7.	This agreement shall not be changed unless done so in writing by the Lessee.
8.	The Lessee's advertising space cannot be sublet or resold.
9.	All signs and materials are the property of the Lessor.
10.	All maintenance of the signs will be the responsibility of the IRA Civic Center.
11.	Lease rates and terms are \$600.00 for 2020 and \$600.00 for 2021 for a back-lit wall sign.  BY:
	Mike Erickson (Lessee)  DATE:
	CITY OF GRAND RAPIDS (Lessor)
	BY: Mayor
	DATE:
City Clerk/	Administrator
Dated this	day of

# AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

WHEREAS, the City of Grand Rapids, acting through the IRA Civic Center, Lessor, owns a multi-purpose facility known as the Civic Center; and

WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the <u>interior walls</u> and/or <u>dasherboards</u> the IRA Civic Center for a certain period of years; and

WHEREAS, the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and **Brewed Awakenings**, Lessee, that the Lessee shall lease for a period of 2 (two) years, and will be automatically renewed yearly unless cancelled in writing according to paragraph 3 below, and according to the terms set forth herein and upon the following terms and conditions:

- 1. Signs will be placed on the <u>interior walls</u> and/or <u>dasherboards</u> of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the <u>interior walls</u> and/or <u>dasherboards</u> of the IRA Civic Center.
- 2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$534.00 in cash to the Lessor at the commencement of the rental term as set forth below.
- 3. The Lease term for the advertising space shall be as follows: January 1, 2020 through December 31, 2021. This contract will automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2022, the Lessee must notify the Lessor in writing no later that December 1, 2022 for cancellation effective December 31, 2022.
- 4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced \$1,600.00 annually beginning January, 2020.
- 5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee; however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
- 6. The expense of setup and art work of the sign shall be borne by the Lessee.

8.	The Lessee's advertising space cannot be sublet or resold.
9.	All signs and materials are the property of the Lessor.
10.	All maintenance of the signs will be the responsibility of the IRA Civic Center.
11.	Lease rates and terms are \$1,600.00 for 2020 and \$1,600.00 for 2021 for two dasherboard advertisements and a back-lit wall sign.
	BY: Mike Prickson (Lessee)
	DATE: 7-30-1
	CITY OF GRAND RAPIDS (Lessor)
	BY: Mayor
	DATE:
City Clerk//	Administrator
Dated this	day of

This agreement shall not be changed unless done so in writing by the Lessee.

7.



## Legislation Details (With Text)

File #: 19-0499 Version: 1 Name: GPZ diesel generator sale

Type:Agenda ItemStatus:Consent AgendaFile created:8/7/2019In control:City Council

On agenda: 8/12/2019 Final action:

Title: Consider authorizing staff to advertise the sale of the diesel generator at the Grand Rapids / Itasca

County Airport.

**Sponsors:** 

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

Consider authorizing staff to advertise the sale of the diesel generator at the Grand Rapids / Itasca County Airport.

## **Background Information:**

In 2018, the airport installed a new natural gas backup generator for the airport. The 1980 diesel generator is no longer needed and staff would like to sell it.

## **Staff Recommendation:**

City staff recommends authorizing staff to advertise the sale of the diesel generator at the Grand Rapids / Itasca County Airport.

## **Requested City Council Action**

Make a motion authorizing staff to advertise the sale of the diesel generator at the Grand Rapids / Itasca County Airport.



## Legislation Details (With Text)

File #: 19-0501 Version: 1 Name: RC Rental agreement

Type: Agenda Item Status: Consent Agenda

File created: 8/7/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider entering into a rental agreement with RC Rentals, LLC of Grand Rapids, MN

Sponsors:

Indexes:

Code sections:

Attachments: RC Rental

Date Ver. Action By Action Result

Consider entering into a rental agreement with RC Rentals, LLC of Grand Rapids, MN

## **Background Information:**

Public works periodically rents equipment from RC Rentals, LLC in Grand Rapids, MN. In order to rent, RC requires a rental agreement be signed and on file. Attached is a copy of the rental agreement and the release/hold harmless agreement

## **Staff Recommendation:**

City staff recommends entering into a rental agreement with RC Rentals, LLC of Grand Rapids MN and authorize the Mayor to sign.

## **Requested City Council Action**

A motion entering into a rental agreement with RC Rentals, LLC of Grand Rapids MN and authorize the Mayor to sign.

# RENTAL AGREEMENT RC Rentals, LLC.

32057 South Pit Road • Grand Rapids, MN 55744 (218) 999-9440 Office

Please print in ink all information. Person listed as "Lessee" must match signature and will be responsible for all equipment. "RC Rentals, LLC." Will be referred to as "Lessor" in the remainder of this agreement. Read all of this contract CAREFULLY.

- · I have been instructed in the proper use of this equipment or already know how to properly use it.
- I am satisfied with the condition and operation of the equipment.
- · I will return the equipment in the same condition that it was signed out in, including fuel and fluid levels.
- I will be responsible for all damage, cleaning, theft, and loss of the equipment while in my possession. Also, I may be billed for any damage that must be repaired or cleaning as a result of my use.
- I will be sole operator and use the equipment only at the stated address and will only use the equipment for its intended designed purpose.
- I will cease use of the equipment immediately and notify Lessor should the equipment develop ANY problems, have ANY breakdowns, or stop functioning properly in any way.
- I will be billed for any breakdowns that can be determined due to misuse or abuse. Any breakdowns that happen due to normal wear and tear will be determined by Lessor.
- · I will not attempt any repairs of the equipment.
- I will notify Lessor immediately if the equipment is stolen, lost or otherwise becomes unavailable for the stated return time. If notice is not given and the equipment cannot be located, it will be considered stolen and law enforcement will be notified and I will be subject to prosecution to the fullest extent of the law.
- Lessor makes no guarantees as to how the equipment will perform for a given task beyond its general function.
- Lessor will not be responsible for ANY damage that is caused by the use or possession of this equipment, be it personal, property or otherwise.
- will be responsible for any infractions of law, required use of permits or transport permits.

Lessee Name	Phone
Address	
City/State/Zip	
Drivers Lic#	
Equipment	
	Meter In
Start Date & Time	Return Date & Time
Rate and Terms	
Payment	
	FULLY BEFORE SIGNING scept the equipment in its present state and will return it deficiencies as determined by RC Rentals, LLC.
Signature	Date

# RELEASE AND HOLD HARMLESS AGREEMENT RC Rentals, LLC.

32057 South Pit Road • Grand Rapids, MN 55744 (218) 999-9440 Office

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS RC Rentals, LLC, from whom I am renting equipment described in the attached Rental Agreement, their officers, officials, agents, employees, and lessors (together "RC Rentals"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE RC RENTALS OR OTHERWISE, except that which is the result of gross negligence, willful acts or wanton misconduct of RC Rentals.



#### Legislation Details (With Text)

File #: 19-0502 Version: 1 Name: 2019 Lump Sum Pension Plans

Type: Agenda Item Status: Consent Agenda
File created: 8/7/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider accepting the Fire Relief Association Schedule Form for Lump Sum Pension reporting Year

2019, the 2018 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire

Relief Association.

Sponsors:

Indexes:

Code sections:

Attachments: 2019 SC-19

Date Ver. Action By Action Result

Consider accepting the Fire Relief Association Schedule Form for Lump Sum Pension reporting Year 2019, the 2018 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.

#### **Background Information:**

Minnesota State Statute 69.772 requires the officers of the Fire Relief to certify the financial requirements of the Relief Association and minimum obligation of the City with respect to the Special pension fund.

Attached is the Schedule Form for Lump Sum Pension Reporting Year 2019 shows the plan liabilities and the required municipal contribution for 2020. The Fire Relief Association is requesting approval for the payment of the budgeted elective contribution of \$5,000. The 2018 Financial Report is on file for your review in the City Finance Department.

#### **Staff Recommendation:**

Staff recommends accepting the Fire Relief Association Schedule Form for Lump Sum Pension reporting Year 2019, the 2018 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.

#### **Requested City Council Action**

Make a motion accepting the Fire Relief Association Schedule Form for Lump Sum Pension reporting Year 2019, the 2018 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.

2019 Schedule Form for Lump-Sum Pension Plans (SC-19)



Office of the State Auditor

Report created on 8/7/2019

## 2019 Schedule Form for Lump-Sum Pension Plans (Form SC-19) Active Members

Annual benefit level in effect for 2019: \$5,500							2019		2020	
Name	Status	Birth Date	Entry Date	Leaves of Absence and Breaks in Service (months)	Return to Service	Yrs Of Service	Accrued Liability	Yrs Of Service	Accrued Liability	
Robert Rima	Active		08/11/1987	0	·	32	176,000	33	181,500	
Adam Kortekaas	Active		07/10/2001	12		17	85,800	18	93,390	
Robert Kuschel	Active		07/10/2001	6		18	93,390	19	101,420	
Shawn Graeber	Active		01/15/2002	. 0		18	93,390	19	101,420	
Jeff Ingle	Active		02/26/2002	91		10	41,800	11	47,190	
John Linder	Active		01/13/2004	0	Y En	16	78,540	17	85,800	
James Gibeau	Active		07/12/2005	0	ALCONOMINA VINCENT	14	65,120	15	71,720	
Andrew Horton	Active		10/25/2005	0		14	65,120	15	71,720	
Chad Keetch	Active		05/01/2007	0		13	58,850	14	65,120	
Bruce Baird	Active		08/12/2008	0		11	47,190	12	52,910	
Travis Cole	Active		08/12/2008	0	***************************************	11	47,190	12	52,910	
Tom Foss	Active		11/15/2010	0	178.16	9	36,630	10	41,800	
Josh Adler	Active		01/01/2011	0		9	36,630	10	41,800	
Mark Greiner	Active		01/01/2011	0		9	36,630	10	41,800	
Karl Gaalaas	Active		05/15/2012	0	<del>e anno es comuni</del>	8	31,680	9	36,630	
Tony Clafton	Active		01/15/2013	0		7	27,060	8	31,680	
Chad Troumbly	Active		01/29/2013	0	***************************************	7	27,060	8	31,680	
Jake Barsness	Active		07/28/2014	0	with the second	5	18,370	6	22,550	
Lance Kuschel	Active		03/03/2015	0		5	18,370	6	22,550	
William Thayer	Active		11/10/2015	0	V.	4	14,300	5	18,370	
Heath Smith	Active		08/01/2016	0		3	10,450	4	14,300	
Jeff Cook	Active		04/11/2017	0		3	10,450	4	14,300	
Ashley Moran	Active		06/13/2017	0		3	10,450	4	14,300	
Sean Martinson	Active		06/13/2017	0		3	10,450	4	14,300	
Bradley Thompson	Active		08/01/2016	0		3	10,450	4	14,300	
Connor Grigsby	Active		08/29/2017	0		2	6,820	3	10,450	
Jeremy Gambill	Active	i	04/09/2018	0	- 32	2	6,820	3	10,450	
Paul Martinetto	Active	•	04/09/2018	0		2	6,820	3	10,450	
Sam Karkela	Active	•	05/28/2019	***************************************		1	3,300	2	6,820	

## 2019 Schedule Form for Lump-Sum Pension Plans (Form SC-19) Deferred Members

	D1			Deferred Interest		Leaves Of
	Birth Date		Service	Paid	Interest Period	Absence
	Entry Date	Benefit Level	Vesting Min Yrs Required	Interest	Option	Member Status Name
	Separation		Return To	Months Of		
Name	Date	Vesting Percent		Service Paid	Liability Curr	Liability Next
Albert Morse		20 Years	8 Months	Yes	FullPeriod	0 Months
	06/11/1994	5,000	10 Years	Board set RC	R up to 5%	Deferred
	03/03/2015	100 %	No	Yes	130,818	137,359
Rate of Return	2015: 5.00 %	2016: 5.00 %	2017: 5.00 %	2018: 5.00 %	2019: 5.00 %	attivis in the second s
Amanda MacDonell	instances and control of procession and standard politics of even	11 Years	1 Months	Yes	FullMonths	0 Months
	10/11/2006	5,500	10 Years	Separate	Vehicle	Deferred
	12/01/2017	64 %	No	Yes	36,852	38,695
Rate of Return	<u> </u>	A comment of the comm		**************************************	and the second s	
Bryan Zuehlke	<u>.</u>	18 Years	0 Months	Yes	FullMonths	0 Months
	01/09/2001	5,500	10 Years	Separate	Vehicle	Deferred
	01/31/2019	92 %	No	Yes	99,000	103,950
Rate of Return	-	S			Historia (al 1970) de contrata de la companya de contrata de la companya de contrata de la contrata de la comp	**************************************
David Protelsch		12 Years	9 Months	No		18 Months
	02/27/2001	5,000	10 Years			Deferred
	05/27/2015	68 %	No	Yes	43,350	43,350
Rate of Return	**	MARIA MARIA				
Jason Hoerler	**************************************	11 Years	0 Months	Yes	FullMonths	0 Months
	08/15/2006	5,500	10 Years	Separate	Vehicle	Deferred
	08/31/2017	64 %	No	Yes	38,041	39,943
Rate of Return	*			######################################	<u> </u>	
Jeremiah Puelston		12 Years	5 Months	Yes	FullMonths	5 Months
	10/25/2005	5,500	10 Years	Separate	Vehicle	Deferred
	09/11/2018	68 %	No	Yes	46,373	48,692
Rate of Return	######################################	annsanninninninninninninninninninninninninni				)
Michael Liebel		20 Years	0 Months	Yes	FullMonths	
	09/14/1998	5,500	10 Years	Separate	Vehicle	Deferred
	09/30/2018	100 %	No	Yes	110,000	115,500
Rate of Return	46	Becommunities and a state of the state of th	***************************************	a a a a a a a a a a a a a a a a a a a		Province

## 2019 Schedule Form for Lump-Sum Pension Plans (Form SC-19) Deferred Members

	Birth Date	Yrs Of	Service	Deferred Interest Paid	Interest Period	Leaves Of Absence
	Entry Date	Benefit Level	Vesting Min Yrs Required	Interest	Option	Member Status Name
Name	Separation Date	Vesting Percent	Return To Service	Months Of Service Paid	Liability Curr	Liability Next
Tony McInerney	nex	10 Years	0 Months	No		0 Months
	01/13/2003	5,000	10 Years		Filme service in a company of the service construction of a forest company of the service construction of the serv	Deferred
	01/13/2013	60 %	No	Yes	30,000	30,000
Rate of Return	energy and the second s	w.	***************************************	<b>3</b> 69000000000000000000000000000000000000		A
William Olson	^ ⊸ us	11 Years	0 Months	No		2 Months
*	09/12/2000	5,000	10 Years	ACCOUNTY CONTROL CONTR		Deferred
	11/30/2011	64 %	No	Yes	35,200	35,200
Rate of Return	_			<u> </u>	CONTROL OF THE PROPERTY OF THE	

## 2019 Schedule Form for Lump-Sum Pension Plans (Form SC-19) Unpaid Installments

					Amount		
	Member			Separation	Previously	2019 Estimated	2020 Estimated
Name	Status	Birth Date	Entry Date	Date	Paid	Liability	Liability

No Unpaid Installments

### 2019 Schedule Form for Lump-Sum Pension Plans (Form SC-19)

Calculation of Normal Cost		2019		2020		
<b>Total Active Mamber Liabilities</b>		1,175,130		1,323,630		
Total Deferred Member Liabilities		569,634		592,689		
Total Unpaid Installments		0		0		
Grand Total Special Fund Liability	Α.	1,744,764	В.	1,916,319		
Normal Cost (Cell B - Cell A)			C.	171,555		
Projection of Net Assets for Year Ending Dece	mber 31, 20	019				
Special Fund Assets at December 31, 2018 (FIF	RE-18 ending	assets)			1.	2,261,549
Projected Income for 2019						
Fire State Aid			D.	104,617		
Supplemental State Aid (actual 2018 supplemental	ental state aid	d)	E.	24,893		
Municipal / Independent Fire Dept. Contributi	ons		F.	5,000		
Interest / Dividends			G.	0		
Appreciation / (Depreciation)			Н.	112,966		
Member Dues			1.	0		
Other Revenues			J.	0		
Total Projected Income for 2019 (Add Lines D	through J)				2.	247,476
Projected Expenses for 2019						
Service Pensions			K.	0		
Other Benefits			L.	0		
Administrative Expenses			M.	11,713		
Total Projected Expenses for 2019 (Add	l Lines K thro	ugh M)			3.	11,713
Projected Net Assets at December 31, 2	2019 (Line 1 +	Line 2 - Line 3)			4.	2,497,312
Projection of Surplus or (Deficit) as of Decemb	oer 31, 2019	)				
Projected Assets (Line 4)					5.	2,497,312
2019 Accrued Liability (Page 4, cell A)					6.	1,744,764
Surplus or (Deficit) (Line 5 - Line 6)					7.	752,548

### 2019 Schedule Form for Lump-Sum Pension Plans (Form SC-19)

#### **Calculation of Required Contribution**

	Deficit Informa	tion - Original	Deficit Inform	ation - Adjusted		
·		Amount Retired		Amount Retired as		Amount Left to
Year Incurred	Original Amount	as of 12/31/2018	Original Amount	of 12/31/201	9	Retire 1/1/2020
2010	0	0	0		0	0
2011	0	0	0	i	0	0
2012	0	О	0	1	0	0
2013	0	0	0		0	0
2014	0	0	0	1	0	0
2015	0	0	0	ı	0	0
2016	0	О	0	ı	0	0
2017	0	0	0	ı	0	0
2018	0	o	0	(	0	0
2019			0	(	0	0
Totals	0	0	0		0	0
Normal Cost					8.	171,555
2018 Administrative Expe	ense (FIRE-18)			2018	9.	11,317
2019 Projected Administr		2019		11,713		
Amortization of Deficit (T			10.	0		
10% of Surplus			11.	75,255		
Fire and Supplemental Ai			12.	129,510		
Member Dues					13.	0
5% of Projected Assets at	December 31st, 201	19			14.	124,866

15.

**Required Contribution** 

0

### 2019 Schedule Form for Lump-Sum Pension Plans (Form SC-19)

#### 2019 Maximum Benefit Worksheet

E	D	С	В	Α	
Per Year Average [(A+B+C)/D]	Active Members in Relief Association	10% of Surplus	Municipal Contribution	Fire State Aid and Supplemental State Aid	
	From (FIRE-18)	From (SC-18)	From (FIRE-18)	From (FIRE-18)	
7,897	29	94,498	5,000	129,511	2018
	From (FIRE-17)	From (SC-17)	From (FIRE-17)	From (FIRE-17)	
6,555	30	63,015	5,000	128,622	2017
	From (FIRE-16)	From (SC-16)	From (FIRE-16)	From (FIRE-16)	
6,897	28	58,357	5,000	129,759	2016

Average available financing per active member for the most recent 3-year period:

7,116.00

Maximum Lump Sum Benefit Level under Minn. Stat. § 424A.02, subd. 3

10,000.00



#### Legislation Details (With Text)

File #: 19-0503 Version: 1 Name: Bike Share Agreement

Type: Agenda Item Status: Consent Agenda

File created: 8/7/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider entering into an agreement with Get Fit Itasca via Itasca County Family YMCA for a

community bike share program and informational kiosks.

**Sponsors:** 

Indexes:

Code sections:

Attachments: Bike Share Agreement

Date Ver. Action By Action Result

Consider entering into an agreement with Get Fit Itasca via Itasca County Family YMCA for a community bike share program and informational kiosks.

#### **Background Information:**

In 2010 Get Fit Itasca secured state funding to purchase and install five informational kiosks around the City of Grand Rapids to help promote walking and biking. In 2017 Get Fit Itasca secured funding to purchase 15 bikes, a 10' x 16' shed, bike racks, hoop signs, and locks to help provide a community bike program here in Grand Rapids. Under this agreement the City will assume ownership of these items and assist with future maintenance.

#### **Staff Recommendation:**

City staff recommends entering into an agreement with Get Fit Itasca via Itasca County Family YMCA for a community bike share program and informational kiosks.

#### **Requested City Council Action**

Make a motion to enter into an agreement with Get Fit Itasca via Itasca County Family YMCA for a community bike share program and informational kiosks.

#### **AGREEMENT**

#### **BETWEEN**

#### GET FIT ITASCA VIA THE ITASCA COUNTY FAMILY YMCA

#### AND

#### THE CITY OF GRAND RAPIDS

This Agreement between Get Fit Itasca via Itasca County Family YMCA (Get Fit) and the City of Grand Rapids (City) is related to the donation of bikes and on-going operations and maintenance of a community bike share program along with five informational kiosks.

Whereas, in 2017, Get Fit secured funding to purchase 15 bikes, a 10' x 16' shed for winter storage, bike racks, hoop signs, and locks, that would be utilized in a public bike share program and in 2010 Get Fit secured State funding to purchase and install five kiosks on city owned property and right of ways; and

Whereas, it was the intent that Get Fit would donate to the City and the City would own and maintain said kiosks, bikes, shed, racks, hoop signs, and locks; and

Whereas, Get Fit would manage the kiosk informational content and bike loaning program making sure that the bikes were evenly distributed at various locations throughout the City; and

Whereas, Get Fit would continue to pursue and secure funding to assist with the replacement and repair of kiosks and bikes; and

Whereas, since the establishment of said kiosks and bike share program, a formal agreement has not been established.

Now therefore, be it resolved on this date \_\_\_\_\_, that Get Fit and the City agree to the following understanding:

- 1. The City will own, operate, and maintain the kiosks, along with the existing and future bikes, 10' x 16' shed, bike racks, hoop signs, and locks.
- 2. Get Fit will manage the informational content in the kiosks and bike loan program making sure that the bikes are evenly distributed throughout the City with assistance from the City.
- 3. Get Fit will continue to identify and pursue grant funding opportunities to purchase new bikes and maintain existing bikes.
- 4. This agreement can be terminated by either party with ninety days written notice.

#### **AGREED AND ACCEPTED:**

CITY OF GRAND RAPIDS	GET FIT ITASCA VIA THE ITASCA COUNTY FAMILY YMCA
By:	By:
Ву:	By:



#### Legislation Details (With Text)

File #: 19-0506 Version: 1 Name: Temp Liquor - MacRostie

Type: Agenda Item Status: Consent Agenda
File created: 8/8/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider approving temporary liquor licenses for MacRostie Art Center for First Friday events through

January 3, 2020.

Sponsors:

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

Consider approving temporary liquor licenses for MacRostie Art Center for First Friday events through January 3, 2020.

#### **Background Information:**

MacRostie Art Center has submitted applications for five First Friday events to be held September 6, October 4, November 1, December 6, 2019 and January 3, 2020. All documentation and fees have been submitted.

#### **Requested City Council Action**

Make a motion to approve temporary liquor license applications for MacRostie Art Center and forward to the State for issuance.



#### Legislation Details (With Text)

File #: 19-0507 Version: 1 Name: Consider approving a resolution accepting cash

donations of \$300.00 from Meds 1 Ambulance Service, \$250 from the Blandin Foundation, \$50 from Benders Shoes, \$200 from John Dimich, \$475 from the FOP Lodge #24 Auxiliary and \$100 from

Ross Resources. 2 bikes

Type: Agenda Item Status: Consent Agenda

File created: 8/8/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider approving a resolution accepting cash donations of \$300.00 from Meds 1 Ambulance

Service, \$250 from the Blandin Foundation, \$50 from Benders Shoes, \$200 from John Dimich, \$475 from the FOP Lodge #24 Auxiliary and \$100 from Ross Resources. 2 bikes from Rays Sport and Cycle, 2 bikes from US Bank, 2 bikes and balloons from Target, 2 bikes from Walmart, 2 bikes from Fraternal Order of Police Lodge #24, 1 bike from the Phil Windorski Memorial Foundation, 1 bike from Affinity Plus Federal Credit Union and helium for the balloons valued at \$220 from Rapids Welding for

National Night Out held August 6, 2019.

Sponsors:

Indexes:

Code sections:

Attachments: PD Natl Night Out

Date Ver. Action By Action Result

Consider approving a resolution accepting cash donations of \$300.00 from Meds 1 Ambulance Service, \$250 from the Blandin Foundation, \$50 from Benders Shoes, \$200 from John Dimich, \$475 from the FOP Lodge #24 Auxiliary and \$100 from Ross Resources. 2 bikes from Rays Sport and Cycle, 2 bikes from US Bank, 2 bikes and balloons from Target, 2 bikes from Walmart, 2 bikes from Fraternal Order of Police Lodge #24, 1 bike from the Phil Windorski Memorial Foundation, 1 bike from Affinity Plus Federal Credit Union and helium for the balloons valued at \$220 from Rapids Welding for National Night Out held August 6, 2019.

#### **Background Information:**

National Night Out was held on August 6, 2019 on the grounds of Central School. This is a time when people in the community can come out and meet their first responders, ask questions and see demonstrations given by many of the first responders. We were able to obtain cash donations and bikes from several businesses and organizations in our community. The cash donations were used to purchase additional bikes and helmets, which were given away at National Night Out, held August 6, 2019.

#### **Requested City Council Action**

Make a motion approving a resolution accepting cash donations of \$300.00 from Meds 1 Ambulance Service, \$250 from the Blandin Foundation, \$50 from Benders Shoes, \$200 from John Dimich, \$475 from the FOP Lodge #24 Auxiliary and \$100 from Ross Resources. 2 bikes from Rays Sport and Cycle, 2 bikes from US Bank, 2 bikes and balloons from Target, 2 bikes from Walmart, 2 bikes from Fraternal Order of Police Lodge #24, 1 bike from the Phil Windorski Memorial Foundation, 1 bike from Affinity Plus Federal Credit Union and helium for the balloons valued at \$220 from Rapids Welding for National Night Out held August 6, 2019.

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

#### RESOLUTION NO. 19-

A RESOLUTION ACCEPTING 14 BICYCLES, BALLOONS & HELIUM FROM VARIOUS ORGANIZATIONS VALUED AT APPROXIMATELY \$1,170 AND CASH OF \$250 FROM THE BLANDIN FOUNDATION, \$200 FROM JOHN DIMICH, \$475 FROM FOP LODGE #24 AUXILIARY, \$100 FROM ROSS RESOURCES LTD, \$300 FROM MEDS-1 AMBULANCE and \$50 FROM BENDER'S SHOE & SPORT FOR THE GRAND RAPIDS POLICE DEPARTMENT'S PUBLIC SAFETY EDUCATION FUND FOR NATIONAL NIGHT OUT EXPENDITURES

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:

- The Grand Rapids Police Department has received the following in-kind donations for National Night Out.
  - o Ray's Sport and Cycle donated two bicycles valued at \$156
  - o Walmart donated two bicycles valued at \$156
  - USBank donated two bicycles valued at \$156
  - o Target donated two bicycles and balloons valued at \$170
  - o FOP Lodge #24 donated two bicycles valued at \$156
  - o Phil Windorski Memorial Foundation donated one bike valued at \$78
  - o Affinity Plus Federal Credit Union donated one bike valued at \$78
  - o Rapids Welding helium for balloons valued at \$220
- Blandin Foundation donated \$250, John Dimich donated \$200, FOP Lodge #24 Auxiliary donated \$475, Ross Resources Ltd donated \$100, Meds-1 Ambulance donated \$300 and Bender's Shoe & Sport donated \$50 to the Grand Rapids Police Department for National Night Out expenditures.

Adopted this 12th day of August 2019	
	Dale C. Adams, Mayor

Attest:

Kimberly Johnson-Gibeau,	City Clerk

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



#### Legislation Details (With Text)

File #: 19-0508 Version: 1 Name: Temp Liquor - St. Joe's

Type:Agenda ItemStatus:Consent AgendaFile created:8/8/2019In control:City Council

On agenda: 8/12/2019 Final action:

Title: Consider approving temporary liquor license for St. Joseph's Church event on September 7, 2019.

Sponsors:

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

Consider approving temporary liquor license for St. Joseph's Church event on September 7, 2019.

#### **Background Information:**

St. Joseph's Church has submitted an application for a temporary liquor license on September 7, 2019 for an event located at the church. All fees and documentation have been received.

#### **Requested City Council Action**

Make a motion approving temporary liquor license for St. Joseph's Church and authorize submission to the State for issuance.



#### Legislation Details (With Text)

File #: 19-0509 Version: 1 Name: Marco lease agreement

Type: Agenda Item Status: Consent Agenda

File created: 8/8/2019 In control: City Council

On agenda: 8/12/2019 Final action:

**Title:** Consider entering into a lease for a photo copier at the Fire Department.

Sponsors:

Indexes:

Code sections:

Attachments: Fire Department Konica Copier Contract 080819.pdf

Date Ver. Action By Action Result

Consider entering into a lease for a photo copier at the Fire Department.

#### **Background Information:**

The Fire Department has requested the IT Department to look into a lease of a copy machine like the one currently in the Administration Department. Their current copier is aging and lacking in the functionality they require. I requested a quote for an additional copier to be added to our current contract for all other City copiers. The prices for this unit are right in line with our current contract at \$67.49/month and \$0.0125/black page - \$0.055/color page.

#### **Staff Recommendation:**

Staff recommends entering into a lease agreement with Marco Technologies for a new photo copier at the Fire Department.

#### **Requested City Council Action**

Make a motion to approve entering into a 60 month lease agreement for a photo copier with Marco and authorize the Mayor to sign the necessary paperwork.



#### **MAP Agreement**

APPLICATION NO. 2550891

AGREEMENT NO.	

Meter Reading Contact Person: Erik Scott escott@ci.grand-rapids.mn.u

Managed Account Program					Phone: 800.892.8548	Fax: 800.847.3087
The words Lessee, <b>you</b> and	your refer to Custon	ner. The words Lesso	r, we, us and our	refer to Marco Techno	logies LLC.	
CUSTOMER INFORMAT	TION					
FULL LEGAL NAME	^			ET ADDRESS		
CITY OF GRAND RAPIDS	STATE	ZIP	PHONE	N POKEGAMA AVE	FAX	
GRAND RAPIDS	MN	55744	(218) 326-76	300	(218) 326-7608	
BILLING NAME (IF DIFFERENT FI	ROM ABOVE)		BILLING STREE	TADDRESS		
CITY	CTATE	ZIP	E MAN			
CITY	STATE	ZIP	E-MAIL			
EQUIPMENT LOCATION (IF DIFF	ERENT FROM ABOVE)					
EQUIPMENT WITH CON	ISOLIDATED MIN	IMUMS				
MAKE/MODEL/ACCESSORIES		SERI.	AL NUMBER	START M	ETER COLOR STAF	RT METER BW
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2. ** Sourcewell #0831	16-KON					
4.						
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		B&VV Print Allowance			*plus applicable taxes	
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	Do you wish to enroll in the		1 - 5 Devic		Device Monthly Fees vices: \$20 16-	+ Devices: \$30
Support Desk	arco Support Desk for equip listed herein?	ment Enrolled:		the equipment on this Agreement v		
	Yes OR No		checked, then y	you have elected to waive Marco S	upport Desk coverage for equi	pment listed herein.
FREQUENCY OF MINIM		<u>_</u>		ADING FREQUENCY		
Please Check One:   Monthly  (If no box is checked, frequency will be	•	-Annually   Annual	•	✓ Monthly ☐ Quarterled, frequency will be Monthly)	ly ∐ Semi-Annually	′ ∐ Annually
TERM AND PAYMENTS			•	COVERAGE LEVELS	S	
Term in Months 60				_		plies Included
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OWNER ACCEPTANCE						
Marco Technologies LLC  OWNER		SIGNATURE		 TITLE	DAT	ED
PRIVACY AND INFORM	IATION SECURITY			11166	DAT	
ou acknowledge that the Equipment y			t may store personal an	d confidential information ("PCI"	) and you understand the pr	ivacy and informatio
ecurity risks associated with PCI that rom any loss, misappropriation or brea	•		onsible for safeguarding	any PCI and you agree to inden	nnify and hold Marco Techno	ologies LLC harmles
, , , , ,	,					
		X		TITLE		
CITY OF GRAND RAPID:	S	# %.		DATED		
CUSTOMER (as referenced above		SIGNATURE		I		
CUSTOMER ACCEPTA	NCE					
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AGNEEMENT ON THIS PAGE AND O	N PAGE ZATTACHED HE	NEIO.				
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CITY OF GRAND RAPID:	S	2 %		DATED		
CUSTOMER (as referenced above		SIGNATURE				

FEDERAL TAX I.D. # PRINT NAME Page 1 of 2 Confidential

- 1. AGREEMENT: For business purposes only, you agree to rent from us the goods, together with all replacements, parts, repairs, additions, and accessions incorporated therein or attached thereto (the "Equipment") and/or agree that you have requested that we finance certain licensed software and services for you ("Financed letms"), which are included in the word "Equipment" unless separately stated), all as described on page 1 of this Agreement, excluding equipment marked as not financed under this Agreement, as it may be supplemented from time to time. You agree to all of the terms and conditions contained in this Agreement which is the entire agreement regarding the Equipment ("Agreement") and which supersedes any purchase order or invoice. You authorize us to correct or insert missing Equipment identification information and to make corrections to your proper legal name and address. All other modifications to the Agreement must be in writing signed by each party. This Agreement becomes valid upon execution by us and will begin on the date the Equipment is delivered to you, as stated in the packing list, or any later date we designate. If we designate a later commencement date, you agree to pay us an additional amount equal to the periodic payments due under this Agreement prorated for the period between the date the Equipment is delivered to you and the commencement date. Unless otherwise stated in an addendum hereto, this Agreement will renew for 12-month term(s) unless you (a) provide us written notice between 90 and 150 days (before the end of any term) that you want to return the Equipment and (b) you timely return the Equipment in accordance with paragraph 3 of this Agreement. If any provision of this Agreement is declared unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in that jurisdiction and all others.
- 2. RENT, TAXES AND FEES: You agree to pay the amounts payable under the terms of this Agreement (each, a "Payment") when due, plus any applicable sales, use and property taxes. If more than one Minimum Payment is listed on the first page or on the attached Schedule(s), you agree that you are obligated to pay the sum of the Minimum Payments. The Minimum Payment will be adjusted proportionately upward or downward, as necessary, to comply with the tax laws of the state in which the Equipment is located. If we pay any taxes, or other expenses that you owe hereunder, you agree to reimburse us when we request and to pay us a processing fee for each expense or charge we pay on your behalf. We may charge you for any filing fees required by the Uniform Commercial Code (UCC) or other laws, which fees vary state-to-state. You agree to pay us an origination fee of up to \$125 for all closing costs. If for any reason your check is returned for nonpayment, you will pay us a bad check charge of \$30 or, if less, the maximum charge allowed by law. You cannot pay off this Agreement or return the Equipment prior to the end of the term without our consent. If we consent, we may charge you, in addition to the other amounts owed, an early termination fee equal to 5% of the price of the Equipment. We may make a profit on any fees, estimated tax payments and other charges paid under this Agreement.
- 3. MAINTENANCE AND LOCATION OF EQUIPMENT; SECURITY INTEREST: We are the owner of the Equipment and have sole title to the Equipment (excluding Financed Items). We do not own any software that is included with the Financed Items and cannot transfer any interest in such software to you. We are not responsible for the software or the obligations of you or the licensor under any license agreement. At your expense, you agree to keep the Equipment: (1) in good repair, condition and working order, in compliance with applicable manufacturers' and regulatory standards; (2) free and clear of all liens and claims; and (3) only at your address shown on page 1, and you agree not to move it unless we agree. As long as you have given us the written notice as required in paragraph 1 prior to the expiration or termination of this Agreement's term, you agree to return all but not less than all of the Equipment (excluding Financed Items) and all related manuals and use and maintenance records to a location we specify, at your expense, in retail re-saleable condition, full working order and complete repair. You are solely responsible for removing any data that may reside in the Equipment you return, including but not limited to hard drives, disk drives or any other form of memory. You grant us a security interest in the Equipment to secure all amounts you owe us under any agreement with us, and you authorize us to file a financing statement (UCC-1).
- 4. COLLATERAL PROTECTION; INSURANCE; INDEMNITY; LOSS OR DAMAGE: You agree to keep the Equipment fully insured against risk of loss, with us as lender's loss payee, in an amount not less than the original cost until this Agreement is terminated. You also agree to obtain general public liability insurance acceptable to us and to include us as an additional insured on the policy. You will provide written notice to us within 10 days of any modification or cancellation of your insurance policy(s). You agree to provide us certificates or other evidence of insurance acceptable to us. If you fail to comply with this requirement within 30 days after the start of this Agreement, we have the option, but not the obligation, to secure property loss insurance on the Equipment from a carrier of our choosing in such forms and amounts as we deem reasonable to protect our interests. If we secure insurance, and which may result in a profit to us through an investment in reinsurance. If you are current in all of your obligations under the Agreement at the time of loss, any insurance proceeds received will be applied, at our option, to repair or replace the Equipment, or to pay us the remaining payments due or to become due under this Agreement, plus our booked residual, both discounted at 2% per annum. We are not responsible for, and you agree to hold us harmless and reimburse us for and to defend on our behalf against, any classified in the remaining payments of the risk of loss or for any destruction of or damage to the Equipment. No such loss or destruction of or damage to the Equipment. You are responsible for the risk of loss or for any destruction of or damage to the Equipment. If the Equipment will relieve you from your payment obligations under this Agreement. If the Equipment is destroyed and we have not otherwise agreed in writing, at our election, you will either repair or replace the damaged/destroyed Equipment with comparable equipment acceptable to us, or pay to us (a) all past due amounts and (b) all remaining Payme
- 5. ASSIGNMENT: YOU HAVE NO RIGHT TO SELL, TRANSFER, ASSIGN OR SUBLEASE THE EQUIPMENT OR THIS AGREEMENT, without our prior written consent. We may sell, assign, or transfer our rights under this Agreement, in whole or in part, without notice. You agree that if we do so, our assignee will have our assigned rights under this Agreement but none of our obligations (including but not limited to, any obligation to provide maintenance or supplies for the Equipment or Marco Support Desk services) and will not be subject to any claim, defense, or set-off that may be assertable against us or anyone else. Notwithstanding the foregoing, if we sell or assign this Agreement or our rights in the Equipment, we will retain our obligations within the Agreement.
- 6. **DEFAULT AND REMEDIES:** You will be in default if: (a) you do not pay the Payment or other sum due to us or any other person when due or if you fail to perform in accordance with the covenants, terms and conditions of this Agreement or any other agreement with us or any of our affiliates or any material agreement with any other lender, (b) you make or have made any false statement or misrepresentation to us, (c) you or any guarantor dies, dissolves or terminates existence, (d) there has been a material adverse change in your or any guarantor's financial, business or operating condition, or (e) any guarantor defaults under defaults under any gu
- 7. INSPECTIONS AND REPORTS: We will have the right, at any reasonable time, to inspect the Equipment and any documents relating to its use, maintenance and repair. You agree to provide updated annual and/or quarterly financial statements to us upon request
- 8. MISCELLANEOUS: Unless otherwise stated in an addendum hereto, the parties agree that: (i) this Agreement and any related documents hereto may be authenticated by electronic means; (ii) the "original" of this Agreement shall be the copy that bears your manual, facsimile, scanned or electronic signature and that also bears our manually or electronically signed signature and is held or controlled by us; and (iii) to the extent this Agreement constitutes chattel paper (as defined by the UCC), a security interest may only be created in the original. You agree not to raise as a defense to the enforcement of this Agreement or any related documents that you or we executed or authenticated such documents by electronic or digital means or that you used facsimile or other electronic means to transmit your signature on such documents. Notwithstanding anything to the contrary herein, we reserve the right to require you to sign this Agreement or any related documents hereto manually and to send to us the manually signed, duly executed documents via overnight courier on the same day that you send us the facsimile, scanned or electronic transmission of the documents. You agree to execute any further documents that we may request to carry out the intents and purposes of this Agreement.
- 9. WARRANTY DISCLAIMERS: YOU CHOSE ANYIALL THIRD-PARTY SERVICE PROVIDERS BASED ON YOUR JUDGMENT. YOU ARE UNCONDITIONALLY OBLIGATED TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND ANY FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE YOUR OBLIGATIONS TO US UNDER THIS AGREEMENT. YOU ARE NOT ENTITLED TO REDUCE OR SET-OFF AGAINST AMOUNTS DUE UNDER THIS AGREEMENT FOR ANY REASON. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.
- 10. LAW, JURY WAIVER: This Agreement will be governed by and construed in accordance with the law of the state of our principal place of business or, if we assign this Agreement, our assignee, and adjudicated in a federal or state court in such state. You consent to jurisdiction and venue in such state and waive the defense of inconvenient forum. For any action arising out of or relating to this Agreement or the Equipment, YOU AND WE WAIVE ALL RIGHTS TO A TRIAL BY JURY.
- 11. MAINTENANCE AND SUPPLIES: The charges established by this Agreement include payment for the use of the designated Equipment and accessories, and, if indicated by the selection of a Supplies Coverage Level on the first page of this Agreement, maintenance (during normal business hours); inspection, adjustment, parts replacement, drums and cleaning material required for the proper operation. Paper, staples and MICR cartridges must be separately purchased by you. Imager network support on connected Equipment is not included and will be billable at the prevailing hourly rate, at your expense. Supplies for units may or may not be included in this Agreement. If necessary, the service and supply portion of this Agreement may be assigned. If included, the amount payable under this Agreement for supplies is based on the industry standard and the manufacturer estimated in black toner and developer based on an average per page coverage of 20%. If your toner and developer usage exceeds the average page coverage amount, we in our sole discretion reserve the right to increase the amount payable under this Agreement for supplies in order to adjust for any increased toner and developer usage in excess of the industry standard. We may charge you a monthly supply freight fee to help offset our costs of delivering supplies to you.
- 12. EXCESS CHARGES AND COST ADJUSTMENTS: You agree to comply with our billing procedures and provide us with periodic meter readings on the Equipment. If we are unable to gather a meter reading from you using your preferred method of collection after 3 attempts, you will be assessed a \$3 fee per month per device to collect your reads. If you make more than the applicable allowed prints in any period, you agree to pay us an additional amount equal to the number of excess prints made during such period, multiplied by the applicable Excess Print Charge. At the end of the first 12 months after commencement of this Agreement, and once each successive 12-month period thereafter, we may increase the Minimum Payment and the Excess Print Charge(s) by a maximum of 15% of the existing Minimum Payment or Excess Print Charge(s).
- 13. SUPPLIES LEVEL COVERAGE INFORMATION: All Inclusive is defined as including all colors (cyan, magenta, yellow and black) of toners, developers, drums and drums kits. B&W Inclusive is defined as only including black toners, black developers, black drums and black drums kits. Cyan, magenta and yellow toners, developers, drums and drums kits are not included. No Supplies Included is defined as not including any toners, developers, drums or drums kits.
- 14. MARCO SUPPORT DESK: If you selected "yes" on page 1, you will have access to the Marco Support Desk, Monday Friday from 7:00 am to 5:00 pm CST via phone or internet for the following matters: 1) Required reconfiguration of Equipment imagers on your network for printing and scanning because of replaced or upgraded workstations and/or servers and IP address changes is included. One attempt (thirty (30) minutes) to reconfigure scan to email resulting from changes made by your internet service provider is included. 2) Reinstallation and configuration of manufacturer companion software for Equipment and drivers hereunder on additional or upgraded workstations for the following is included: Sharpdesk, PC Fax Drivers, EFI Command Workstation, EFI Remote scan, and Marco installed meter monitoring software. 3) Other printing or scanning software related issues as applicable to the normal function of imager(s) for the Equipment are included. 4) Request support for the Software identified on page one of this Agreement, if you have a current support agreement with Software provider. Device network support on connected Equipment and reconfiguration to imagers required because of changes to your network, including but not limited to, different or upgraded network operating systems are not included in this Agreement and may be purchased separately at our prevailing rates. Any such purchase shall be subject to the terms of this Agreement.



#### Legislation Details (With Text)

File #: 19-0511 Version: 1 Name: Zix email encryption agreement

Type: Agenda Item Status: Consent Agenda
File created: 8/8/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider entering into an agreement with Zix for email security and encryption services.

Sponsors:

Indexes:

Code sections:

Attachments: City of Grand Rapids - ZixEncrypt.pdf

Date Ver. Action By Action Result

Consider entering into an agreement with Zix for email security and encryption services.

#### **Background Information:**

We are at the end of a three year agreement with Zix for email encryption services. I have received a proposal from Zix for another 3 years of service at a cost of \$3,750/year for a 3 year term. This will provide us with an enhanced email encryption service than what we have been using for the last three years. This is a budgeted item.

#### **Staff Recommendation:**

Staff recommends entering into an agreement with Zix for email encryption services.

#### **Requested City Council Action**

Make a motion to approve entering into a three year agreement with Zix for email encryption services and authorize the Mayor to sign necessary paperwork.



Document No.: Q-22047-20190730-1044 Version #:Q-22047 - 1

2711 North Haskell Ave, #2200 Dallas, TX 75204

Phone: (214) 370-2023 Fax: (214) 370-2074

Bill to:

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

**Billing Contact Information** 

Name: Erik Scott Phone: (218) 326-7618

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

X Issue Invoice

☐ Initiate Credit Card Payment

Date: July 8, 2019 Expires On: August 15, 2019

Payment Terms: Net 30

Email Domains:

Ship to:

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

United States

**Technical Contact Information** 

Name: Erik Scott Phone: (218) 326-7618

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

Purchase Order No.: \_\_\_\_\_ (Please Fill)

(If P.O. No. provided, please attach copy of P.O.)

Acct Exec.: Nathan Byers Order Type: Renewal

August 1, 2019 - July 31, 2022

Product	Qty / No. of Users	Term (mos.)	Extended Price
ZixEncrypt Plus - Standard Hosted	50	12	

#### **Bundle includes:**

- Gateway Email Encryption
- Email Data Loss Prevention services
- Secure Portal with Customer Branding (plus Custom URL, IFrame, and SSO support)
- Email Encryption User Awareness Program

 Year 1 Total:
 \$3,750.00

 Year 2 Total:
 \$3,750.00

 Year 3 Total:
 \$3,750.00

**Total:** \$11,250.00

\*\*\*Do not pay, this is not an invoice\*\*\*



Document No.: Q-22047-20190730-1044 Version #:Q-22047 - 1

1 Payment Schedule:

First Year Total	\$3,750.00
Second Year Total	\$3,750.00
Third Year Total	\$3,750.00
Grand Total	\$11,250.00

#### 2 Special Terms:

Annual subscription fees for year 1 are due upon execution of this Services Agreement as described in Item 3, Invoicing and Payment'. Annual subscription fees for year 2 and year 3 are due on the first and second anniversary of the Services Agreement, respectively.

- 3 Invoicing & Payment: ZixCorp Systems, Inc. ("Zix") may issue invoices or initiate credit card payments, if applicable, upon the execution of this Services Agreement, and Customer agrees to pay all invoices in U.S. dollars within the number of days specified under 'Payment Terms' on page 1 of this Services Agreement. By signing below, Customer is subscribing to the services indicated on the face of this Services Agreement for the service years indicated. Annual subscription fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 30th day following the date of this Services Agreement or, if earlier, on the date the installation is completed and/or the services are initiated and made available to Customer.
- 4 Taxes; F.O.B. Upon presentation of invoices by Zix, Customer agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state and local sales, imposed use, value-added and personal property taxes (other than franchise and income taxes imposed on Zix's net income). Products are sent F.O.B. shipping location.
- 5 SALES AND USE TAX MARK (X) ONE OF THE FOLLOWING: (if no box is checked, sales and use tax will be charged)Customer will be charged sales and use tax upon invoicing. For tax purposes only, the pricing and discounts outlined on the first page of this Services Agreement may be allocated to the various components of the Zix solution on the invoice. This is done for tax purposes only and does not change the pricing or payment terms of the Agreement.

A.	Invoice sales tax to Customer.
B.	Customer is a tax exempt organization (please attach a state tax exemption certificate to contract). The customer name on the
	certificate and the services agreement should be the same. No sales and use tax will be included on invoice.

6 Our agreement includes the Terms and Conditions referenced in the Special Terms or as provided with this Services Agreement, or if not so referenced or provided, as set forth at https://www.zixcorp.com/getattachment/licenses-agreements/Zix-Terms-and-Conditions.pdf, as may be amended from time to time.

	ZixCorp Systems, Inc.	City of Grand Rapids	
Ву:		Ву:	
Printed:		Printed:	
Title:	Date:	Title: Date:	



#### Legislation Details (With Text)

File #: 19-0514 Version: 1 Name: Tour Mapping Project

Type: Agenda Item Status: Consent Agenda

File created: 8/8/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider a recommendation from the Arts and Culture Commission to cost participate in a downtown

mapping project.

**Sponsors:** 

Indexes:

**Code sections:** 

Attachments: AC Mapping Scope

Date Ver. Action By Action Result

Consider a recommendation from the Arts and Culture Commission to cost participate in a downtown mapping project.

#### **Background Information:**

The Arts and Culture Commission would like to partner with Visit Grand Rapids and the MacRostie Arts Center on a mobile mapping project that will identify historic places of interest along with public art locations. For more information see the attached scope of project. The Commissions participation cost would be \$1,000.

#### **Staff Recommendation:**

The Arts and Culture Commission is recommending a motion to cost participate at \$1,000 for the downtown mapping project. Participation should be contingent upon all other funding secured.

#### **Requested City Council Action**

A motion to cost participate at \$1,000 for the downtown mapping project. Participation should be contingent upon all other funding secured.

#### **Grand Rapids Art & History Self-Guided Tour Mapping Project**

#### **Talking Points**

**Overview:** Visit Grand Rapids has proposed a collaborative marketing project that would map historic sites/buildings and public art in Grand Rapids.

**Prospective Partners:** Itasca County Historical Society, Grand Rapids Arts, Grand Rapids Art & Culture Commission, MacRostie Art Center, Visit Grand Rapids and Edge of the Wilderness Scenic Byway.

#### **Highlights of Project:**

- Google Map all public art and historic buildings/sites in Grand Rapids
- Video each site and scan historic photos of sites no longer existing (from Itasca County Historical Society) – including aerial video
- Create a 10 sec (pre-roll video), 30 sec & 60 sec video highlighting public art & historic sites/buildings
- Photograph all public art and historic sites/buildings this will be used on Google Map as well as social media posts, carousel ads, and to be used on printed map brochure
- Create a printed map brochure that on one side has a map with numbers representing each piece of art and historic site/building, and the other side has an image and number with brief description of the art and historic site/building.
- The map will be digitized into a pdf and jpeg so can be added to all partners website and used on social media for posts or ads.
- Marketing Campaign to run Spring of 2021 mainly on digital ads (Google, YouTube & Facebook)

#### **DRAFT Budget:**

Videographer: \$1500 (create 30 second video highlighting public art)

Photography: \$700 (use what we have already and get new that we don't have and new 2019 public art &

historic sites and scans of historic buildings that don't exist anymore)

Google Mapping: In Kind (Megan Christianson)

Map Creation Design: \$300

Printing of Map: \$1500 this would give us roughly 4000 copies (folded down like the Itasca Area Attractions &

Events Map-pocket size) - this was a bid I received recently

**Branded Display Holders: \$300** 

Digitize Map: \$200

Marketing Dollars: \$3500 for Spring 2021 Google Display Ads, Adwords & Facebook Ads

Total Budget: \$8,000.00

#### **Grant Opportunities:**

Iron Range Resources & Rehabilitation Board: Culture & Tourism Grant (opens September 2019)

#### **Secured Funding:**

Visit Grand Rapids \$2500 (out of the Area Attractions & Events Annual Budget)r



#### Legislation Details (With Text)

File #: 19-0519 Version: 1 Name: Adopt job description for Building Maintenance

position.

Type: Agenda Item Status: Consent Agenda

File created: 8/8/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider adopting job description for Building Maintenance position.

**Sponsors:** 

Indexes:

**Code sections:** 

Attachments:

Date Ver. Action By Action Result

Consider adopting job description for Building Maintenance position.

#### **Background Information:**

The City Council authorized City staff to begin the process of filling a Building Maintenance position. The attached job description was developed by City Administrator Tom Pagel, Public Works Director/City Engineer Matt Wegwerth, Building Official/Facilities Maintenance Manager Nate Morlan, and Director of Human Resources Lynn DeGrio.

#### **Staff Recommendation:**

City Administrator Tom Pagel, Public Works Director/City Engineer Matt Wegwerth, Building Official/Facilities Maintenance Manager Nate Morlan, and Director of Human Resources Lynn DeGrio are recommending the adoption of the job description for Building Maintenance.

#### **Requested City Council Action**

Make a motion to adopt the job description for the Building Maintenance position.



#### Legislation Details (With Text)

File #: 19-0512 Version: 1 Name: Board & Commission minutes

Type:MinutesStatus:ApprovedFile created:8/8/2019In control:City Council

On agenda: 8/12/2019 Final action:

Title: Review and acknowledge approved minutes for Boards & Commissions.

Sponsors:

Indexes:

Code sections:

Attachments: May 15, 2019 HRA Minutes.pdf

June 19, 2019 HRA Minutes.pdf

<u>June 26, 2019 Human Rights Minutes.pdf</u> <u>July 2, 2019 Arts & Culture minutes.pdf</u>

Date Ver. Action By Action Result

Review and acknowledge approved minutes for Boards & Commissions.

### City of Grand Rapids Job Description

Job Title: Building Maintenance Worker

**Department:** Community Development/Facilities Maintenance

FLSA Status: Non-exempt
Approved By: City Council
Approved Date: August 12, 2019

**Summary:** Performs intermediate semiskilled work in the maintenance of City buildings to maintain a neat, safe, clean, and sanitary environment, providing routine maintenance, operation and repair of the heating, ventilating, and air conditioning (HVAC) systems in assigned city owned buildings, and related work as apparent or assigned. Work is performed under the limited supervision of the Facilities Maintenance Manager.

Essential Duties and Responsibilities include the following. The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

- Services and maintains City building boilers, HVAC systems and related equipment. Also assist in the maintenance of Central School, Fire Hall, Library or other city owned buildings as assigned.
- Purchases necessary materials for work projects, and maintain inventory of cleaning supplies.
- Changes and recycles light bulbs and fluorescent tubes.
- Implements and manages the Library and City Hall recycling program.
- Cleans rain gutters; and maintain clean and safe sidewalk area for City Hall and Library.
- Removes litter from around buildings and grounds.
- Provides routine maintenance, operation and repair functions to the building, HVAC systems, fixtures, furnishings which may require minor semi-skilled and skilled interior building maintenance and repairs such as painting, floor covering, plumbing, carpentry, mechanical, and other unskilled, semi-skilled and skilled trades work to provide for safe, efficient, and proper custodial care of the publics property.
- Inspects and maintains assigned custodial equipment and small tools for proper operating condition.
- Opens and closes, locks and unlocks facilities as needed.
- Keeps records of buildings and equipment maintenance.
- Maintains current skills and knowledge in the proper and safe techniques of building maintenance.
- Performs other duties and responsibilities as assigned by Facilities Maintenance Manager.
- May serve on various employee committees, as required and assigned.
- Assists with set up for City Council meetings and various public and staff meetings as scheduled by the Administration Department.
- Manages cleaning of facilities.

#### Knowledge, Skills, Abilities and Competencies Required:

The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions at a satisfactory level.

#### Education and/or Experience

High school diploma or GED and moderate experience working in building maintenance, or equivalent combination of education and experience. Associates/Technical degree preferred. Forklift certification.

Special Boiler Engineer certification or able to attain within one (1) year.

Desire to have knowledge in building constructions and practices.

Valid driver's license in the State of Minnesota.

Class A Commercial Driver's License or able to attain within one (1) year.

- Working knowledge of equipment, materials and supplies used in building and grounds maintenance;
   Working knowledge of equipment and supplies used to do minor repairs; Some knowledge of first aid and applicable safety precautions.
- Skill in operation of listed tools and equipment.
- Ability to take apart machines, equipment, or devices to remove and replace defective parts.
- Ability to work independently and to complete daily activities according to work schedule; Ability to lift
  heavy objects, walk and stand for long periods of time; Ability to communicate orally and in writing;
  Ability to use equipment and tools property and safely; Ability to understand and follow written and oral
  instructions; Ability to establish effective working relationships.

#### **TOOLS AND EQUIPMENT USED**

All types of hand tools, power tools and equipment including ladders and scaffolding. Computer skills.

Physical Demands This work requires the regular exertion of up to 10 pounds of force, frequent exertion of up to 25 pounds of force and occasional exertion of up to 100 pounds of force; work frequently walking, sitting, pushing or pulling and lifting and occasionally requires standing, speaking or hearing, using hands to finger, handle or feel, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, tasting or smelling and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires working near moving mechanical parts and exposure to vibration, frequently requires exposure to outdoor weather conditions, exposure to extreme cold (non-weather), exposure to extreme heat (non-weather) and exposure to the risk of electrical shock and occasionally requires wet, humid conditions (non-weather), working in high, precarious places, exposure to fumes or airborne particles, exposure to toxic or caustic chemicals and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

# THE HOUSING AND REDEVELOPMENT AUTHORITY OF GRAND RAPIDS, MN REGULAR MEETING May 15th, 2019

#### 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 Chairperson Blake, at 4:00 p.m. in the Community Room, located at 411 NW 7<sup>th</sup> Street, Grand Rapids, MN.

#### CALL OF ROLL

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

HRA Commissioners Absent: None

HRA Staff: Diane Larson, Interim Executive Director

Guests Present: Renee Patrow, City of Grand Rapids Finance Department; Bert McElrath, Resident; Janet Kanthal, Resident

#### **PUBLIC FORUM:**

Janet Kanthal, a resident at Forest Park West, complimented the interim maintenance/caretaking staff assigned to Forest Park West. She did note some outside groundskeeping items that will need to be addressed now that the snow is gone.

#### APPROVAL OF REGULAR MEETING MINUTES

Commissioner Meyer made a motion to approve the Regular Meeting Minutes of April 17, 2019 and the Special Meeting Minutes of May 1<sup>st</sup> and May 10<sup>th</sup>, 2019 as presented; seconded by Commissioner Toven. Voting Aye: all. **Motion carried.** 

#### CONSENT AGENDA

Commissioner Toven made a motion to approve the consent agenda containing the following items:

- 1. Approve verified claims for Public Housing Claims in the amount of \$18.037.35.
- 2. Approve verified claims for the Crystal Lake Townhome project in the amount of \$37,206.28.
- 3. Approve verified claims for Pooled Housing in the amount of \$60,437.59.
- 4. Accept Vacancy Report for all owned housing for the period through 5/1/2019.

Commissioner Henrichsen seconded the motion. Ayes: Meyer, Blake, Rossman, Henrichsen, Toven Nays: None Absent: None Motion Carried

#### FINANCIAL REPORTS

Renee Patrow, City Finance Department, provided a summary review of the financial reports for the period ending 4/30/2019. Commissioner Toven made motion to approve the statements as presented; seconded by Commissioner Henrichsen. Voting Aye: all. **Motion carried.** 

### CHAIR, EXECUTIVE DIRECTOR, AND COMMITTEE REPORTS <u>Joint HRA Committee:</u>

Chair Blake noted that the GRHRA Board met in special session on May 10<sup>th</sup> with consultant, Rosemary Fragrelius. A portion of the meeting was dedicated to discussing the roles and responsibilities of HRAs. This discussion was followed by action stipulating the intent of the GRHRA Board to pursue a merger with the Itasca County HRA, provided similar action is taken by the Itasca County HRA Board of Commissioners. Commissioner Toven noted that she updated the Grand Rapids City Council regarding this action.

#### Vacancies:

The board asked staff to address vacancies at HRA owned properties. Larson noted that with the turn-over in GRHRA staff, there has not been sufficient man-power to address the normal turn-overs at the properties. Staff are focusing on the vacancy issue at Crystal Lake Townhomes and vacancies at this property are trending downward. Vacancies at all properties will be the focus of staff work in the next couple of months.

**OLD BUSINESS: {None Discussed}** 

#### **NEW BUSINESS**

#### Tentative Plan re: Extension of Joint Powers Agreement with Itasca County HRA:

Based on action taken by the GRHRA Board of Commissioners to purse a merger with Itasca County HRA, discussion was held regarding the current Joint Powers Agreement (JPA) that officially expired on 4/30/2019. The board directed staff to draft an extension of the current agreement from May 1, 2019 to 12/31/2019. The revised JPA should also include a provision authorizing the Executive Director to hire staff as Itasca County HRA employees and invoice Grand Rapids HRA for those services. This revision to the JPA, Revision #2, will be on the agenda of the Itasca County HRA Board meeting on May 27<sup>th</sup> for their approval and will then come back to the Grand Rapids HRA board for official action.

#### Discussion Regarding Separation Agreement with Jerome Culliton:

Two issues have surfaced regarding implementation of the Separation Agreement with Culliton. The two issues include a) payout of accrued vacation and b) retirement plan contributions post separation. The board reviewed the Separation Agreement and discussed the two issues. The board directed staff to a) payout the full accrued vacation of 32.5 days on July 5, 2019 and b) consult with Chad Sterle, Attorney, and request that he renegotiate the retirement plan provision since it is not in compliance with ERISA guidelines i.e. no retirement plan contributions will be made after June 30, 2019. If Attorney Sterle is not available, staff is authorized to contact Attorney Lepak for the service.

#### Aurora Heights:

Larson presented information on the proposed new Aurora Heights housing project proposed to be constructed on the old Riverview School property.

#### **OTHER BUSINESS:**

**Minnesota NAHRO conference**: May  $22^{nd} - 24^{th}$  at Madden's near Brainerd. Kathleen Blake will attend the Fundamentals for Commissioners workshop.

#### **NEXT MEETING:**

The next regular meeting of the GRHRA Board of Commissioners will be held on Wednesday, June 19<sup>th</sup>, 2019 beginning at 4:00 p.m. The meeting will be held in the Community Room at 411 7<sup>th</sup> Street NW, Grand Rapids, MN.

#### **ADJOURNMENT**

There being no further business to come before the GRHRA Board of Commissioners, Commissioner Meyer made a motion to adjourn the meeting at 5:05 p.m., seconded by Commissioner Henrichsen. Voting Aye: all. **Motion carried**.

Signed Commissioner Chris Henrichsen, Secretary

# THE HOUSING AND REDEVELOPMENT AUTHORITY OF GRAND RAPIDS, MN REGULAR MEETING June 19th, 2019

#### **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 Vice Chairman Isaac Meyers, at 4:02 p.m. in the Community Room, located at 411 NW 7<sup>th</sup> Street, Grand Rapids, MN.

#### CALL OF ROLL

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

HRA Commissioners Absent: Kathleen Blake

**HRA Staff:** Diane Larson, Interim Executive Director, Amanda MacDonell, Property & Program Development Specialist, Diane Feldt, Housing Specialist, Amanda Bostyancic, Operations Assistant, Dave Tudors, Caretaker

Guests Present: Renee Patrow, City of Grand Rapids Finance Department; Bert McElrath, Resident

#### **PUBLIC FORUM:**

No comment

#### APPROVAL OF REGULAR MEETING MINUTES

Commissioner Toven made a motion to approve the Regular Meeting Minutes of May 15, 2019; seconded by Commissioner Henrichsen. Voting Aye: all. **Motion carried.** 

#### CONSENT AGENDA

Commissioner Meyer made a motion to approve the consent agenda containing the following items:

- 1. Approve verified claims for Public Housing Claims in the amount of \$24,465.56.
- 2. Approve verified claims for the Crystal Lake Townhome project in the amount of \$31,494.27.
- 3. Approve verified claims for Pooled Housing in the amount of \$21,042.08.

Commissioner Henrichsen seconded the motion. Ayes: Meyer, Rossman, Henrichsen, Toven Nays: None Absent: Blake Motion Carried

#### FINANCIAL REPORTS

Renee Patrow, City Finance Department, provided a summary review of the financial reports for the period ending 5/31/2019. Commissioner Meyer asked if a summarized balance sheet could be produced by the software. Patrow will look into. Commissioner Henrichsen made motion to approve the statements as presented; seconded by Commissioner Toven. Voting Aye: all. **Motion carried.** 

### CHAIR, EXECUTIVE DIRECTOR, AND COMMITTEE REPORTS *Merger Committee Update:*

Larson noted that she, along with Consultant Fagrelius, will meet with Jill Bengston on June 20<sup>th</sup>, 2019 of the Kandiyohi HRA to discuss the merger between the Willmar HRA and Kandiyohi HRA's merger.

#### MN NAHRO Conference Summary:

Larson summarized several sessions attended regarding HUD's Public Housing Repositioning options. Public Housing Repositioning will be an important topic for the HRA going forward. Larson will continue to research. No deadline noted; ongoing discussions needed.

#### **OLD BUSINESS:**

#### Approve Joint Powers Agreement Revision

Commissioner Henrichsen moved to approve Amendment #2 to the Joint Powers Agreement as revised (term extension date changed to December 31, 2019. Commissioner Toven seconded the motion. Voting Aye: all **Motion carried.** 

#### Update on Revision to Separation Agreement

Commissioner Toven made a motion to approve the Addendum to Separation and Release Agreement executed on October 10, 2018, with a request to note that the effective date on the Addendum is incorrect and the correct date is June 5, 2019 (not 2018) Commissioner Henrichsen seconded the motion. Voting Aye: all **Motion Carried.** 

#### **NEW BUSINESS:**

#### Vacancies:

MacDonell provided a summary of vacancies at all GRHRA owned properties. She noted revisions are being made to Public Housing leases and anticipates filling vacancies at all properties as soon as possible.

#### Public Housing Informational Update:

MacDonell revised the Public Housing Lease and corresponding attachments including the addition of a Schedule of Tenant Charges. All documents have been posted for a 30-day tenant review and comment period. Following this period, she will have recommendations at next board meeting. In addition, staff will be proposing to adapt the Itasca County HRA Admissions and Continued Occupancy Policy (ACOP) to guide the administration of the program uniformly.

#### Crystal Lake Townhouses:

The Property Inspection and Management Review prepared by Earl Erlendsson, Housing Management Officer at Minnesota Housing, was reviewed with the Board. Specific items of concern include parking lots, sidewalks, condition of the garages; all items cited in the previous report. The property still has vacancies; although those have decreased in recent months. Minnesota Housing is requesting contact with the City of Grand Rapids to determine if a variance to remove/demolish the garages is an option. Due, primarily to low capital reserves and the debt coverage ratio, this project is not scoring well financially. Larson noted that staff will be reviewing the report, following up with corrective actions and responding to Minnesota Housing as appropriate.

#### Consider Staff Recommendation to Re-locate Offices:

In written report, Larson provided information regarding the current office space utilized by GRHRA staff and options for corrections. Staff recommended that the GRHRA board consider co-locating administrative staff with the ICHRA administrative staff. Pros and cons of any action were outlined. Commissioner Henrichsen made a motion to move the GRHRA Administrative offices to the current location of the ICHRA offices at 102 NE Third Street, Suite 160, Grand Rapids, provided the ICHRA Board concurs. Commissioner Toven seconded the motion. Ayes: all **Motion Carried.** 

#### Aurora Heights:

Larson presented information on the proposed new Aurora Heights housing project proposed to be constructed on the old Riverview School property. Commissioner Toven made a motion formally supporting the project from the GRHRA board. Commissioner Rossman seconded the motion. Ayes: all **Motion carried.** 

#### **OTHER BUSINESS:**

Minnesota NAHRO summer 2019 conference: July 11th-13<sup>th</sup> in Boston. Larson will attend the "Connect for Results" conference.

#### **NEXT MEETING:**

The next regular meeting of the GRHRA Board of Commissioners will be held on Wednesday, July 17th, 2019 beginning at 4:00 p.m. The meeting will be held in the Community Room at 411 7<sup>th</sup> Street NW, Grand Rapids, MN.

#### ADJOURNMENT

There being no further business to come before the GRHRA Board of Commissioners, Commissioner Henrichsen made a motion to adjourn the meeting at 5:25 p.m., seconded by Commissioner Rossman. Voting Aye: all. **Motion carried**.

Signed \_\_\_\_\_

Commissioner Chris Henrichsen, Secretary

#### CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

**CALL TO ORDER:** Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2B, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, June 26, 2019 at 4:00 p.m.

**CALL OF ROLL:** On a Call of Roll, the following members were present: Commissioners Learmont, Schirber, Moren, Lopez-Cortes and Erickson. **Absent:** Commissioners Turman (participation via landline), Ensley, Friesen, and Leming-Salisbury.

Staff: Kimberly Gibeau

**CALL TO ORDER:** Chair Moren called the meeting to order at 4:00 p.m.

#### **SETTING AGENDA:**

Requested additions to agenda:

- Discuss possible sponsorship of Pride event hosted by Haven
- Follow up on Juneteenth

Motion by Commissioner Schirber, second by Commissioner Learmont to approve the agenda with additions. Motion passed by unanimous vote.

#### **APPROVAL OF MINUTES:**

Corrections are noted.

Motion by Commissioner Lopez-Cortez, second by Commissioner Schirber to approve minutes for the May 29, 2019 Regular Meeting as amended. Motion passed by unanimous vote.

#### **FINANCIALS:**

The Commissioners reviewed the financials that were provided in the agenda packet.

Motion by Commissioner Schirber, second by Commissioner Lopez-Cortez to approve the financials. Motion passed by unanimous vote.

#### **PUBLIC COMMENT/ACCOLADES:**

Commissioner Lopez-Cortez noted that she attended a screening of "Colored Lines," a documentary addressing ethnic issues. She and her mother have been contacted by A&E to participate in an interview as part of the educational program.

#### **CIRCLE OF HEALING:**

Commissioner Turman, via phone, states that the fundraiser for the Ball Club playground was a success, raising approximately \$12,000. There is no further update at this time.

#### **BIG VIEW UPDATE:**

Commissioner Moren notes summer film series, "America Divided" is eight (8) sessions. There are many upcoming programs and more of an update will be provided at the next meeting.

#### **OLD BUSINESS:**

1) Proposed Budget for 2020: Members reviewed draft proposal put together by the budget committee. Commission Chair Moren has been asked to attend the City Council Worksession on July 22nd to present budget request and update on commission activities. Following review of draft, a special meeting is scheduled for Wednesday, July 10th to review and finalize updated budget request prior to Council submission. Other considerations for the budget may include membership in MN League of Human Rights Commission, collaboration with other local level, non-investigatory Human Rights Commissions, annual support for Pride event, development of community event presenting the Commission, purpose and activities with a panel for a Q&A session. Also discussed possible involvement and the logistics of a future donation/fundraiser drive to provide necessities to detention facilities at the border.

Motion by Commissioner Schirber, second by Commissioner Moren to approve budget for 2020 at \$7,500.

Members expressed concern over setting a cap, in case the committee through continued development of the 2020 budget, find projected expenses surpassing the cap. Following discussion, the following amended motion was made.

Motion by Commissioner Schirber, second by Commissioner Moren to amend previous motion to state approval of setting a target of \$7,500 budget for 2020, allowing for flexibility, to be reviewed at the special meeting. Motion passed by unanimous vote.

- 2) Indigenous Peoples Day: Members request a progress report to be made at the next regular meeting on July 31, 2019.
- 3) Sponsor Haven event: Commissioner Moren discusses the Pride event scheduled for July 27, 2019. Event will be located on the Central School grounds, and will hopefully be an annual event. Would like the Commission to consider sponsoring in the amount of \$500. Request will be considered at the special meeting in July.
- 4) Juneteenth: The Grand Rapids Jaycees placed flags in the Community to commemorate Juneteenth with the assistance of members from the Commission. This went well and can be done annually.

#### **NEW BUSINESS:**

1) Consider sponsoring Big View events: "Acting Black" performance at the Reif Center on September 10, 2019 and meeting focusing on LGBTQIA on October 17, 2019 at the Blandin Foundation in the total amount of \$500 each/total of \$1000.

Motion by Commissioner Lopez-Cortez, second by Commissioner Erickson to sponsor "Acting Black" performance on September 10, 2019 at the Reif Center in the amount of \$500 and meeting focused on LGBTQIA issues at the Blandin Foundation on October 17, 2019 in the amount of \$500, for a total not to exceed \$1000. Motion passed by unanimous vote.

#### ITEMS FOR NEXT AGENDA:

- Discuss possible collaboration and sponsorship with "Colored Lines" production, a community awareness program.
- Ed Horseman discussion/information referencing previous presentations on Islam.

• Consider sponsoring Pride event in July hosted by Haven in the amount of \$500. (Special meeting)

CALLS/COMPLAINTS/INQUIRIES: None.
There being no further business, the meeting adjourned at 5:50 PM.
Respectfully submitted:



#### ARTS AND CULTURE COMMISSION MINUTES

**CALL TO ORDER:** Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2B of the Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, Minnesota on Tuesday, July 2, 2019 at 3:45 PM.

<u>Call of Roll:</u> On a call of roll, the following members were present: Kayla Aubid, Kathy Dodge, Anne-Marie Erickson, Ed Zabinski, David Marty. Absent: Harry Smith, Myrna Peterson, Sonja Merrild.

Others Present: Tom Pagel, Kim Gibeau

#### **Setting the Agenda:**

Motion by Aubid, second by Marty to approve the agenda as presented. Motion passed by unanimous vote.

**Correspondence:** None.

#### **Approval of Minutes:**

Motion by Dodge, second by Aubid to approve minutes of June 4, 2019 as presented. Motion passed by unanimous vote.

#### **Financials:**

Motion by Erickson, second by Dodge to accept financials as presented. Motion passed by unanimous vote.

<u>Artist in Residence:</u> Commissioner Aubid provided overview of committee meeting. Recommended changes to program management. MacRostie is willing to manage the program, develop plan for moving forward and set up expectations and timeline for artists. Mr. Pagel is in process of developing a Memorandum of Understanding with MacRostie Art Center for management services. Grand Rapids Arts will no longer be involved in the artist in residence program.

#### **Old Business:**

• Art Placement Plan: Members are encouraged to submit remarks, comments and suggestions to Clerk Gibeau by July 3<sup>rd</sup>. These will be forwarded to Jen Krava at Forecast Public Art.

- <u>Itasca Waters:</u> Plans to collaborate between Public Art Project includes 1) Memories of water submissions by public could be used to create a public art poem. 2) Plan public demonstration for showing bronzing process and artist talk by Milligan Studios.
- <u>Sidewalk Poetry:</u> Pagel will follow up on this project.
- <u>Utility Box Wrap:</u> Installed on utility box by Unwined Up North. There has been good feedback. Questions on how will the Commission move forward with this project. Julie Kennedy, PUC Manager, will be invited to the next meeting in August.
- <u>Mural Project:</u> Mural panels will be installed on the Nyberg building on July 9<sup>th</sup>.
   Reviewed process for moving forward with GoodSpace Murals for the MacRostie wall, including development of social media campaign, community engagement plans, mosaic development with public input. Timeline plan is to install in September.

#### **New Business:**

• AARP Challenge Grant: Grant has been received and recommendation is to commission Aaron Squadroni to create and install canoe sculpture as presented.

Motion by Dodge, second by Marty to recommend Council approval of contract to commission Aaron Squadroni to create and install canoe sculpture on the new pedestrian bridge, for a total amount of \$18,400, funding by matching AARP Grant. Motion passed by unanimous vote.

Consider date change for September meeting:
 Due to timeline issues, the meeting for September will be moved to Tuesday,
 September 10, 2019.

#### Items for next agenda:

- Kiosk
- Review priorities for coming year
- Update economic impact study
- MacRostie Memo of Understanding Artist in Residence Program
- Grant writing proposal Katie Marshall, MacRostie

There being no further business, the meeting adjourned at 4:38 pm.

Respectfully submitted:

Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

# Legislation Details (With Text)

File #: 19-0520 Version: 1 Name:

Type: Agenda Item Status: Department Head Report

File created: 8/8/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Fire Department - Chief Travis Cole

Sponsors:

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

Fire Department - Chief Travis Cole



#### CITY OF GRAND RAPIDS

#### Legislation Details (With Text)

File #: 19-0497 Version: 1 Name:

Type: Agenda Item Status: Community Development

File created: 8/6/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider adopting a resolution approving a Preliminary Development Agreement between the City.

the Grand Rapids EDA and Unique Opportunities LLC.

Sponsors:

Indexes:

**Code sections:** 

Attachments: City Resolution Approving Pre-lim Development Agreement

Preliminary Development Agreement - Unique Opportunities LLC

Unique Opportunities location map

Date Ver. Action By Action Result

Consider adopting a resolution approving a Preliminary Development Agreement between the City, the Grand Rapids EDA and Unique Opportunities LLC.

#### **Background Information:**

The City has received a development proposal from Unique Opportunities LLC. The proposal (letter of intent) states the Developer's interest in purchasing a City-owned parcel, located at the southwest corner of the intersection of 21<sup>st</sup> St. SE and 7<sup>th</sup> Ave. SE, for their intended development of a 48-unit apartment complex with underground parking.

Unique Opportunities LLC (Unique) is a multi-family housing developer based out of Fergus Falls, MN. Unique has developed apartment complexes in Alexandria, Fergus Falls, Marshall, and Pelican Rapids. Mr. Samuel Herzog, Managing Partner of Unique, visited Grand Rapids and looked at a number of public and privately owned sites, but has selected a 2.92-acre City-owned parcel in the previously described location. The parcel is currently within an R-4 Multi-Family (High Density), which is appropriate for the proposed development. Unique's proposal describes a proposed project that will have both market rate and affordable units. Unique also describes their intent to request tax increment financing (TIF) business assistance to fund an anticipated financial gap, common in the development of affordable (workforce) housing.

The 2014 Comprehensive Housing Market Analysis projects a need for an additional 190-230 general occupancy rental housing units from 2014-2025. As a subset of that total, the Market Analysis projects a need for 134-160 affordable rental-housing units. Since 2014, 118 new units of multi-family housing have been developed in Grand Rapids, with 62 of those being affordable rental (workforce) housing. Two recent projects, Beacon Hill (48 units - 100% affordable) and River Hills (70 units - 20% affordable), were already in process and accounted for in the 2014 need projections.

The offered purchase price of \$175,000, with the City assuming the remaining special assessment of \$15,878 from the 21 st St. SE Improvement Project, equates to a net fair market value of \$1.25/sf, which is consistent with comparable sales in the Grand Rapids real estate market.

The Pre-development Agreement is a three party agreement between the City, the Grand Rapids EDA and the Developer. Similar to other agreements, the EDA would assume title to the property from the City. This will allow the EDA to place a right of reversion clause in the Purchase and Development Agreement with the Developer. This clause allows the EDA to regain title to the property, if, following the sale, the project does not move forward. The Pre-development Agreement

#### File #: 19-0497, Version: 1

designates Unique as the sole developer of the property for a period of no more than 120 days. This duration will allow the Developer to conduct further due diligence, prepare cost estimates and a real estate proforma based upon a specific design proposal. Also during this period, the Developer will have the opportunity to submit a Business Assistance Application with sufficient financial data to illustrate the Developer's ability to undertake the development and to provide the City with sufficient information to analyze what amount, if any, of public financial assistance (TIF) needed to make the project a financially feasible endeavor.

#### **Requested City Council Action**

Consider adopting a resolution approving a Preliminary Development Agreement between the City, the Grand Rapids EDA and Unique Opportunities LLC.

#### CITY OF GRAND RAPIDS

#### RESOLUTION NO.

#### APPROVING PRELIMINARY DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GRAND RAPIDS, THE GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY AND UNIQUE OPPORTUNITIES LLC

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

#### 1. <u>Background</u>.

1.01. The City owns certain property (the "Property") in the City legally described as:

That part of the North 318.00 feet of the Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼), Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, lying Easterly of the West 880.00 feet thereof in Itasca County, Minnesota.

- 1.02. The City, the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota ("Authority") and Unique Opportunities LLC, a Minnesota limited liability company (the "Developer") have determined to enter into a preliminary development agreement (the "PDA"), providing for negotiation of a definitive development contract that will address (among other things) the sale of the Property by the Authority to the Developer and the construction by the Developer of an approximately 48-unit apartment complex on the Property.
- 1.03. The City Council has reviewed the PDA, and has determined that it is in the best interests of the City to approve and execute the PDA.

#### 2. Approval of PDA.

- 2.01. The City approves the PDA, and authorizes and directs the Mayor and City Administrator to execute same in substantially the form on file, subject to modifications that do not alter the substance of the transaction and are approved by the Mayor and City Administrator, provided that execution of the PDA by such officials will be conclusive evidence of their approval.
- 2.02. City officials and consultants are authorized to take any other actions necessary to carry out the City's obligations under the PDA, and to bring a proposed definitive development contract before the City.

Approved this 12<sup>th</sup> day of August, 2019, by the City Council of the City of Grand Rapids, Minnesota.

	Mayor	
ATTEST:		
City Clerk		

#### PRELIMINARY DEVELOPMENT AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_ day of August, 2019 between the City of Grand Rapids, a Minnesota municipal corporation ("City"), the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota ("Authority") and Unique Opportunities LLC, a Minnesota limited liability company ("Developer"):

#### **RECITALS**

**WHEREAS,** the City owns certain property within the City, described in Exhibit A attached hereto (the "Property"); and

WHEREAS, the Developer has submitted a preliminary proposal attached as Exhibit B (the "Proposal") for the acquisition and development of the Property for the construction of a 48-unit apartment complex with underground parking, workout room, community room and a shared balcony (the "Development"); and

**WHEREAS,** prior to the development of the Property, the City intends to transfer the Property to the Authority; and

WHEREAS, the City and the Authority have determined that it is in their best interest that the Developer be designated sole developer of the Property during the term of this Agreement; and

WHEREAS, the City, the Authority and the Developer are willing and desirous to undertake the Development if (i) a satisfactory agreement can be reached regarding the City's commitment for any public assistance that may be necessary for the Development; (ii) satisfactory mortgage and equity financing, or adequate cash resources for the Development can be secured by the Developer; (iii) the economic feasibility and soundness of the Development can be demonstrated; and (iv) satisfactory resolution of zoning, land use, site design, and engineering issues, and other necessary preconditions have been determined to the satisfaction of the parties; and

WHEREAS, the City and the Authority are willing to evaluate the Development and work toward all necessary agreements with the Developer if the Developer agrees to make the nonrefundable deposit described herein, which is intended, in part, to reimburse the City and Authority for their costs if the Development is abandoned by Developer or necessary agreements are not reached under the terms of this Agreement.

**NOW, THEREFORE,** in consideration of the foregoing and of the mutual covenants and obligations set forth herein, the parties agree as follows:

**Section 1.** <u>Intention of Parties.</u> It is the intention of the parties that this Agreement: (a) documents the present understanding and commitments of the parties; and (b) will lead to negotiation and execution of a mutually satisfactory Purchase and Development Contract (the "Contract") prior to the termination date of this Agreement. The Contract (together with any other

agreements entered into between the parties hereto contemporaneously therewith) when executed, will supersede all obligations of the parties hereunder.

**Section 2. Outline of Negotiations.** Negotiations between the parties shall proceed in an attempt to formulate a definitive Contract based on the following:

- (a) the Developer's current Proposal together with any changes or modifications required by the City and the Authority;
- (b) such documentation regarding economic feasibility of the Development as the City and the Authority may wish to undertake during the term of this Agreement; and
- (c) other terms and conditions of this Agreement.

The parties agree and understand that negotiations regarding the Contract will proceed as soon as reasonably practicable after the date of this Agreement, as sufficient details for the Development become available.

**Section 3.** Developer's Obligations. During the term of this Agreement, the Developer shall:

- (a) Submit to the City and the Authority a design proposal to be approved by the City and the Authority showing the location, size, and nature of the proposed Development, including floor layouts, renderings, elevations, and other graphic or written explanations of the Development. The design proposal shall be accompanied by a proposed schedule for the commencement and completion of all phases of the Development.
- (b) Submit a cost estimate for the design and construction of the Development.
- (c) Submit a time schedule for all phases of the Development.
- (d) Submit to the City and the Authority the Developer's financing plan showing that the proposed Development is financially feasible, and, to the extent Developer seeks public financial assistance in any form (including reduced land cost, waiver of fees, tax increment financing or grant funding), evidence that such assistance is reasonably necessary to make the Development financially feasible.
- (e) Furnish satisfactory financial data to the City and the Authority evidencing the Developer's ability to undertake the Development.
- (f) Submit zoning, land use, platting and subdivision applications for the Development, as appropriate.
- (g) Submit any soil borings obtained by the Developer to the City and the Authority.

Section 4. City's Obligations. During the term of this Agreement, the City and the

#### Authority agree to:

- (a) Proceed to seek all necessary information with regard to the anticipated public costs associated with the Development.
- (b) Review zoning, planning and subdivision implications of the Development, as appropriate.
- (c) Analyze the Redeveloper's pro forma and estimate the amount of public financial assistance, if any, needed to make the Development feasible.

**Section 5.** <u>Contingencies.</u> It is expressly understood that execution and implementation of the Contract shall be subject to:

- (a) A determination by the City and the Authority, in their sole discretion, that any public financial assistance for the Development is feasible based on the projected tax increment revenues, and that financial assistance is warranted based on the Developer's pro forma and any other information provided to the City and Authority.
- (b) A determination by the Developer that the Development is feasible and in the best interests of the Developer.
- (c) A determination City Council of the City and the Board of Commissioners of the Authority that the Development is in the best interests of the City and the Authority.

**Section 6.** Reimbursement of Costs. The Developer shall be solely responsible for all costs incurred by the Developer. In addition, the Developer shall reimburse the City and the Authority for Administrative Costs, as hereafter defined. For the purposes of this Agreement, the term "Administrative Costs" means out of pocket costs incurred by the City and the Authority attributable to or incurred in connection with the negotiation and preparation of this Agreement, the Contract, and other documents and agreements in connection with the Development, including without limitation all costs in connection with replatting of the Property and the cost of financial advisors, attorneys, engineering and planning and environmental consultants. Notwithstanding the foregoing, the City and the Authority shall pay for ½ of its costs incurred in connection with the negotiation and preparation of this Agreement.

In order to secure payment of the Administrative Costs, the Developer shall deliver to the City and the Authority cash or a certified check in the amount of \$5,000, such delivery to occur upon delivery by the Developer of Developer's Business Assistance Application. If at any one or more times during the term of this Agreement, the City and the Authority determine that Administrative Costs will exceed \$5,000 and that additional security is required, the City and the Authority shall notify the Developer of the amount of such additional security. Within ten (10) calendar days of receipt of this notice, the Developer shall deliver to the City and the Authority the required additional security. The City and the Authority will utilize the funds delivered by the Developer to pay or reimburse itself for Administrative Costs. Upon termination of this Agreement, the City and the Authority will return to the Developer the funds paid by the Developer to the City

and the Authority pursuant to this Section 6, less an amount equal to the Administrative Costs incurred by the City and the Authority through the date of notice of termination. For the purposes of this paragraph, Administrative Costs are considered to be incurred if they have been paid, relate to services performed, or are payable under a contract entered into, on or before the date of the notice of termination.

This Section 6 shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

**Section 7. Designation As Sole Developer of Property.** The City and the Authority hereby agree that for the term of this Agreement it will not:

- (i) provide or enter into any agreement for the provision of financial assistance to any third party in connection with any proposed development within the Property; and
- (ii) negotiate or contract with any other party concerning the sale or development of the Property.

During such period the Developer shall have the exclusive right to work with the City and the Authority in negotiating a definitive Contract for the Property. The Developer may not assign its rights or obligations under this Agreement to any person or entity without prior written approval by the City and the Authority.

**Section 8.** <u>Term of Agreement.</u> This Agreement is effective for one hundred and twenty (120) days from the date hereof. After such date, neither party shall have any obligation hereunder except as expressly set forth to the contrary herein.

This Agreement may also be terminated upon ten (10) days written notice by the City or Authority to the Developer if:

- (a) an essential precondition to the execution of a definitive Contract cannot be met; or
- (b) if, in the sole discretion of the City and the Authority, an impasse has been reached in the negotiation or implementation of any material term or condition of this Agreement or the Contract;
- (c) or the Developer has failed to provide additional funds to pay for Administrative Costs in accordance with Section 6 hereof.

**Section 9.** Remedies. In the event that the Developer, its heirs, successors or assigns, fail to comply with any of the provisions of this Agreement, the City or the Authority may proceed to enforce this Agreement by appropriate legal or equitable proceedings, or other similar proceedings, and the Developer, its heirs, successors or assigns, agree to pay all costs of such enforcement, including reasonable attorneys' fees.

**Section 10.** Severability. If any portion of this Agreement is held invalid by a court of

competent jurisdiction, such decision shall not affect the validity of any remaining portion of the Agreement.

**Section 11.** <u>Amendment and Waiver.</u> In the event any covenant contained in this Agreement should be breached by one party and subsequently waived by another party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach. This Agreement may not be amended nor any of its terms modified except by a writing authorized and executed by all parties hereto.

**Section 12.** <u>Notice.</u> Notice or demand or other communication between or among the parties shall be sufficiently given if sent by mail, postage prepaid, return receipt requested or delivered personally:

(a) As to the City: City of Grand Rapids

420 N. Pokegama Avenue Grand Rapids, MN 55744 Attn: City Administrator

(b) As to the Developer: Unique Opportunities LLC

119 N. Union Ave, Fergus Falls, MN 5537 Attn: Samuel Herzog

(c) As to the Authority: Grand Rapids Economic Development Authority

420 N. Pokegama Avenue Grand Rapids, MN 55744 Attn: Executive Director

**Section 14.** <u>Counterparts.</u> This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute one and the same instrument.

**Section 15.** Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

**Section 16.** <u>Indemnification.</u> The Developer hereby agrees to protect, defend and hold the Authority, the City and their officers, elected and appointed officials, employees, administrators, commissioners, agents, and representatives harmless from and indemnified against any and all loss, cost, fines, charges, damage and expenses, including, without limitation, reasonable attorneys fees, consultant and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever caused by Developer or arising out of actions of Developer with regard to (i) the development, marketing, sale or leasing of all or any part of the Property, including, without limitation, any claims for any lien imposed by law for services, labor or materials furnished to or for the benefit of the Property, or (ii) any claim by the state of Minnesota or the Minnesota Pollution

Control Agency or any other person pertaining to the violation of any permits, orders, decrees or demands made by said persons or with regard to the presence of any pollutant, contaminant or hazardous waste on the Property deposited or released by Developer; and (iii) or by reason of the execution of this Agreement or the performance of this Agreement. The Developer, and the Developer's successors or assigns, agree to protect, defend and save the Authority, the City and their members, officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting engineering services, and other technical, administrative or professional assistance incurred by the Authority and the City as a result of the actions of Developer. This indemnity shall be continuing and shall survive the performance, termination or cancellation of this Agreement. Nothing in this Agreement shall be construed as a limitation of or waiver by the Authority or the City of any immunities, defenses, or other limitations on liability to which the Authority is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466.

**IN WITNESS WHEREOF,** the City has caused this Agreement to be duly executed in its name and behalf and its seal to be duly affixed hereto, and the Developer has caused this Agreement to be duly executed as of the day and year first above written.

UNIQUE OPPORTUNITIES LLC
By
<u> </u>
CITY OF GRAND RAPIDS, MINNESOTA
By
Its Mayor
By Its City Administrator
GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
Ву
Its President
Ву
Its Executive Director

#### **EXHIBIT A**

#### **Description of Property**

That part of the North 318.00 feet of the Northwest Quarter of the Northeast Quarter (NW ¼ NE ¼), Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, lying Easterly of the West 880.00 feet thereof in Itasca County, Minnesota.

Subject to reservations, restrictions and easements of prior record.

#### **EXHIBIT B**

#### **Development Proposal**

July 19, 2019

Samuel Herzog Unique Opportunities LLC 119 N. Union Ave, Fergus Falls, MN 5537

To Whom it May Concern,

The purpose of this Letter of Intent is to outline and memorialize the proposed terms and conditions which **Unique Opportunities LLC**, or its assignee (the "Purchaser") would purchase from **the city of Grand Rapids, MN** (the "Seller") a portion of a certain parcel of land 91-033-1202 Itasca County, MN containing approximately 3 acres (the "Property").

1. **SELLER:** The city of Grand Rapids MN

**2. PURCHASER:** Unique Opportunity LLC or assigns

**3. PREMISES:** That certain <u>3 acres</u>, located in Grand Rapids, Minnesota.

**4. PURCHASE PRICE:** The Price shall be approximately one hundred seventy-five thousand dollars and  $^{00}/_{100}$ . (\$ 175,000.00).

- **5. CLOSING:** Estimated closing of June 1<sup>st</sup> 2020.
- **6. EARNEST MONEY:** Purchaser shall deposit Ten Thousand Dollars (\$10,000.00) in earnest money with a Title Company of the buyer's choice within ten (10) days of execution of the Purchase Agreement. Earnest Money shall be refundable through the Permitting period. Earnest Money and interest accrued shall be credited toward the Purchase Price at Closing.
- **7. PURCHASE AGREEMENT**: Purchaser and Seller agree to execute a Purchase Agreement within 10 days of execution date of this LOI.

#### 8. FEASIBILITY PERIOD/CONTINGENCIES:

The Purchaser shall have a period of <u>one hundred eighty</u> (180) days from the execution of the Purchase Agreement to accomplish its due diligence with respect to the Premises (the "Feasibility Period"). Purchaser shall have the right to conduct any/all necessary environmental assessments, geotechnical testing, title review, survey, zoning, availability of utilities, engineering studies, etc. to verify and satisfy the Purchaser's sole discretion that the Premises can be acquired, financed, and receive all government approvals for its intended use as

multifamily apartment complex. Details include:

- Developer will seek approval to build a 48-unit apartment complex complete with underground parking, workout room, community room, and shared balcony.
- Developer will seek TIF in an amount needed to create a viable project.
- All 48 units will be market rate with the exception of the TIF requirements.
- **9. TAXES:** The real estate taxes due and payable in the year of closing will be prorated to the date of closing. All prior years' taxes and any existing, levied, or pending special assessments shall be paid in full by Seller at closing.
- **10. CLOSING COSTS:** As is the custom in Minnesota, Seller will pay for a title insurance commitment and Buyer will pay the insurance premium. Seller will pay transfer taxes and state deed taxes. Buyer to pay recording costs. Escrow fees to be split 50/50.
- 11. BROKER(S): There will be no brokers in this transaction.

This Letter of Intent is not intended to be binding and will not give rise to any right or obligation based on any legal or equitable theory (including any right to continue the negotiations). It is intended that only a subsequent formal Purchase Agreement, executed and delivered by both parties, will bind the parties as to any matter, which is the subject of the Letter of Intent. Please review this proposal and if it meets your approval, sign and date in the space provided below.

Sincere	ly	,

Samuel Herzog

#### AGREED AND ACCEPTED

PURCHASER:	SELLER:
By:	By:
Its:	Its:
Date:	Date:

Unique Opportunities LLC Preliminary Development Agreement SE 18th St Subject Property 2.92 acres Beacon Hij Current Zoning R-4 Multi-family River Hills: **Target** 0 130 260 520 780 1,040 Feet



#### CITY OF GRAND RAPIDS

#### Legislation Details (With Text)

File #: 19-0488 Version: 1 Name: Horn Bridge project - solicit quotes

Type:Agenda ItemStatus:EngineeringFile created:8/5/2019In control:City Council

On agenda: 8/12/2019 Final action:

Title: Consider authorizing Public Works/Engineering to solicit quotes for the Horn Bridge Maintenance

Project.

Sponsors:

Indexes:

**Code sections:** 

Attachments: HORN BRIDGE MAINTENANCE PLAN

Date Ver. Action By Action Result

Consider authorizing Public Works/Engineering to solicit quotes for the Horn Bridge Maintenance Project.

#### **Background Information:**

LHB Inc. recently completed the plans and specifications for the Horn Bridge Maintenance Project. The scope of this project includes the sealing of the existing deck and repairs to the joints at the ends of the bridge and over the piers. The goal of this project is to extend the life of the bridge until a comprehensive bridge preservation project is in place. Total estimated cost is \$75,000.00 and will be paid for from the Bridge Bond account. Once quotes are received, final authorization to proceed will be brought to Council.

#### **Staff Recommendation:**

City staff is recommending authorizing Public Works/Engineering to solicit quotes for the Horn Bridge Maintenance Project.

#### **Requested City Council Action**

A motion authorizing Public Works/Engineering to solicit quotes for the Horn Bridge Maintenance Project.

### PLAN SYMBOLS

QUARTER SECTION LINE SECTION LINE SIXTEENTH SECTION LINE TOWNSHIP LINE CONTOUR - INDEX CONTOUR - INTERMEDIATE ROAD - TRAIL ROAD - GRAVEL (UNIMPROVED) ROADWAY ROAD — SHOULDER GRAVEL PARKING - GRAVEL (UNIMPROVED) --- -- ---PARKING ROAD - CENTERLINE ENTRANCE GUARDRAIL. EXISTING STEAM EXISTING GAS MAIN EXISTING SANITARY SEWER many mary and a son a sur-a sur-EXISTING STORM DRAIN EXISTING ELEC-UC EXISTING TELLUC PROPOSED STEAM PROPOSED GAS MAIN PROPOSED SANITARY SEWER ----PROPOSED STORM DRAIN PROPOSED WATER MAIN PROPOSED ELEC-UG serve 4 word 4 word 5 wear 1 was 1 wear PROPOSED TEL-UC PROPOSED TV-UG PROPOSED SUB-DRAIN ---CULVERT - (LINE) PROPERTY LINE
TEMPORARY EASEMENT FENCE - CHAINLINK FENCE - UNIDENTIFIED FENCE - BARB WIRE SIDEWALK - BITUMINOUS RAILROADS
PAINTED STREET SYMBOLS CROSSWALK LINES ALLEYS - NO CURBS, CONCRETE RECREATIONAL PATHS

TREE - UNIDENTIFIED (LINE)

PROPERTY CORNER

PARKING METER - DOUBLE FIRE HYDRANT GAS SHUT OFF VALVE

WATER VALVE EXISTING CATCH BASIN

EXISTING ELECTRIC MANHOLE

EXISTING SANITARY MANHOLE

EXISTING TELEPHONE VAULT EXISTING TELEVISION WANHOLE

EXISTING WATER & GAS MANHOLE PROPOSED CATCH BASIN

PROPOSED ELECTRIC MANHOLE

PROPOSED CAS MANHOLE PROPOSED SANITARY MANHOLE

PROPOSED STEAM MANHOLE

PROPOSED STORM MANHOLE PROPOSED TELEPHONE MANHOLE PROPOSED TELEPHONE VAULT

PROPOSED TELEVISION MANHOLE

PROPOSED WATER & GAS MANHOLE

ELECTRICAL VAULT
ELECTRICAL HAND HOLE (PULL BOX)

POLE - FLECTRICAL W/TRANSFORMER

PROPOSED WATER MANHOLE

FLECTRICAL BOX

ELECTRICAL METER ELECTRICAL PANEL ELECTRICAL TRANSFORMER BOX

EXISTING LIGHT POLE

PROPOSED LIGHT POLE LITE ON POWER POLE

EXISTING WATER MANHOLF

EXISTING GAS MANHOLE

EXISTING STEAM MANHOLE EXISTING STORM MANHOLE EXISTING TELEPHONE MANHOLE

CONTROL POINT WATER METER

GAS VALVE WATER SHUT OFF VALVE

UTILITY SYMBOLS

WELL
PEDESTAL (TELEPHONE CABLE TERMINAL)

PEDESTAL (TELEVISION CARLE TERMINAL)

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# CITY OF GRAND RAPIDS

# DEPARTMENT OF ENGINEERING & PUBLIC WORKS

CONSTRUCTION PLANS FOR: DECK SURFACE MAINTENANCE AND JOINT SEALING FOR BRIDGE NO. 31514 (HORN BRIDGE).

GEOGRAPHIC LOCATION: LOCATED ON 7TH AVENUE SOUTHEAST IN THE CITY OF GRAND RAPIDS

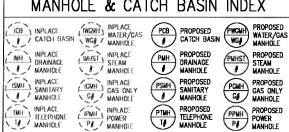
LEGAL DESCRIPTION: FROM A POINT ON THE NORTH BANK OF THE

MISSISSIPPI RIVER, APPROX. 330' SOUTH 17' W. OF THE N.E. CORNER OF GOVERNMENT LOT 1, SECT. 21, T. 55 N., R. 25 W. ITASCA COUNTY, MN.

TO THE WEST LINE OF SAID GOVERNMENT LOT 1 HAVING A BEARING OF SOUTH: ENDING AT A POINT THAT IS APPROX. 270' SOUTH 7° EAST OF THE POINT OF BEGINNING.

GROSS LENGTH	263.58	FEET	0.050	MILE
BRIDGES-LENGTH	263.58	FEET	0.050	MILE
EXCEPTIONS-LENGTH		FEET		MILE
NET LENGTH	263.58	FFFT	0.050	MILE

# GRAND RAPIDS END PROJECT STA. 13+21.79 Muc EXISTING BRIDGE NO. 31514 PI <u>Horseshae</u> | BEG. PROJECT Pokegami STA, 10+58,21 Lake 51 A R R I : H INDEX MAP



5000





## GOVERNING SPECIFICATIONS

THE 2018 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION 'STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. (AVAILABLE AT: http://www.dot.state.mn.us/pre-letting/spec/)

ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO THE LATEST EDITION OF THE MMUTCD, INCLUDING THE FIELD MANUAL DATED "LATEST EDITION"..
(AVAILABLE AT: http://www.dot.state.mn.us/trafficeng)

THE SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA".

#### INDFX

	INDEX
SHEET No.	DESCRIPTION
1	TITLE SHEET
2-6	BRIDGE NO. 31514 MAINTENANCE PLANS
	THIS PLAN CONTAINS 6 SHEETS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED. PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA

GRAND RAPIDS CITY ENGINEER

PROJECT ENGINEER

CITY APPROVALS:

APPROVED

JON W. SIITER PROJECT ENGINEER (TYPED OR PRINTED NAME) 07/\_\_\_/2019

25128

DATE

POWER POLE SIGNAL VAULT TRAFFIC SIGNAL TRAFFIC SIGNAL POLE

BUSH SWAMP - (SYMBOL) TREE - UNIDENTIFIED (SYMBOL) TREE - EVERGREEN

SOIL BORING SIGN - UNIDENTIFIED (SYMBOL) MONJUNENT

MANHOLE & CATCH BASIN INDEX

**SCALE** INDEX MAP

WARNING

LOCATION OF UNDERGROUND UTILITIES TO BE VERIFIED BY CONTRACTOR.

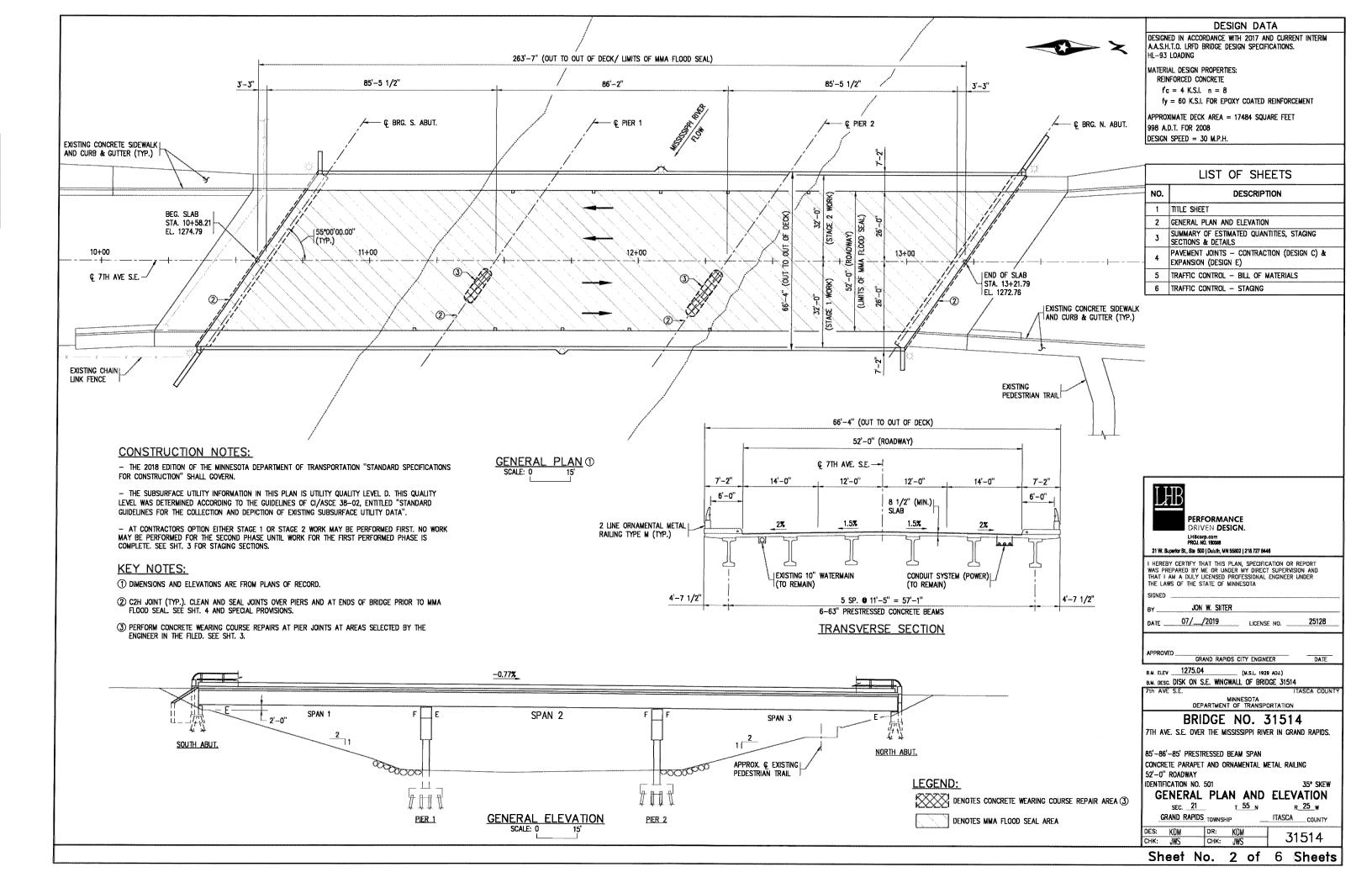
CALL BEFORE DIGGING.

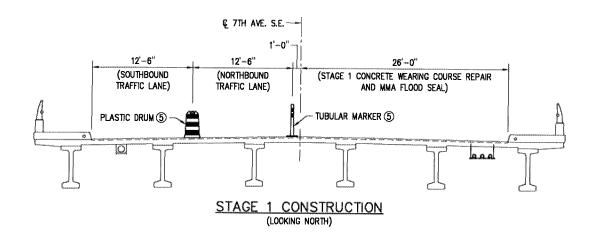
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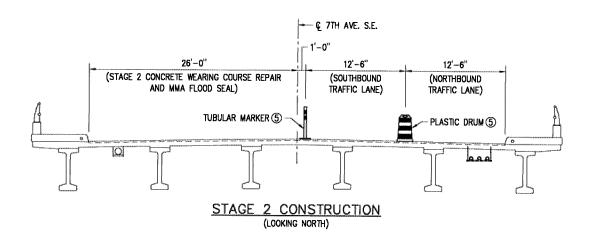
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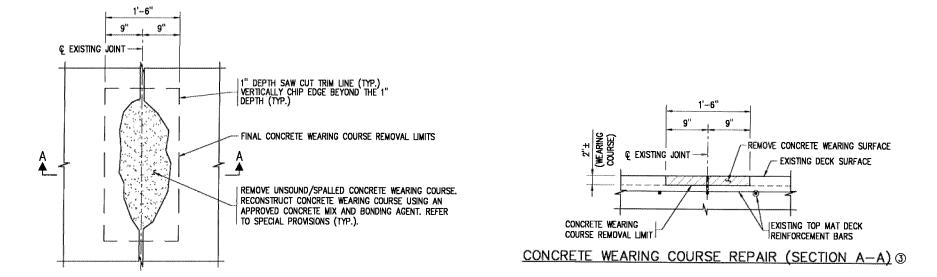
REQUIRED BY LAW

SHEET 1 OF 6 SHEETS









CONCRETE WEARING COURSE REPAIR 3

BID	SPEC. NO.	·	ESTIMATED QUANTITY	
1	2021.501	MOBILIZATION	LUMP SUM	1
2	2433.603	CLEAN & SEAL DECK JOINTS	UN FT	307
3	2433.618	2433.618 CONCRETE WEARING COURSE REPAIR SQ	SQ FT	50
4	2433.618	MMA FLOOD SEAL	SQ FT	13 706
5	2563.601	TRAFFIC CONTROL	LUMP SUM	1

#### **KEY NOTES:**

- ① QUANTITIES PROVIDED IN TABLE ARE FOR INFORMATION ONLY. ALL WORK TO BE BID AS A SINGLE LUMP SUM PRICE.
- ② INCLUDES ROADWAY C2H CONTRACTION JOINTS AT ENDS OF BRIDGE AND OVER PIERS. SEE SHT. 4 FOR JOINT DETAILS.
- (3) CONCRETE OVERLAY REPAIR AREAS SHALL BE LOCATED AND MARKED BY THE ENGINEER IN FIELD PRIOR TO ANY CONCRETE REMOVALS.
- 4 DOES NOT INCLUDE APPROACH PANELS.
- (5) SEE SHTS. 5 & 6 FOR TRAFFIC CONTROL NOTES, BILL OF MATERIALS AND STAGING LAYOUTS.

STANDARD PLATES						
THE FOLLOWING STANDARD PLATES, APPROVED BY THE FEDERAL HIGHWAY ADMINISTRATION, SHALL APPLY ON THIS PROJECT						
PLATE NO.	PLATE NO. DESCRIPTION					
8000J	CHANNELIZERS					

#### **CONCRETE WEARING COURSE REPAIR NOTES:**

LIMITS OF CONCRETE WEARING COURSE REMOVAL TO BE DETERMINED BY THE ENGINEER IN THE FIELD.

IF EXISTING CONCRETE DECK REINFORCEMENT IS ENCOUNTERED NOTIFY THE ENGINEER IMMEDIATELY.

CONCRETE REMOVAL, SAWCUTTING, JOINT TOOLING, SANDBLASTING, EPOXY COATING OF REINFORCEMENT, FURNISHING AND PLACEMENT OF BONDING AGENT AND CONCRETE AND CURING TO BE INCLUDED FOR PAYMENT UNDER ITEM "CONCRETE WEARING COURSE REPAIR."

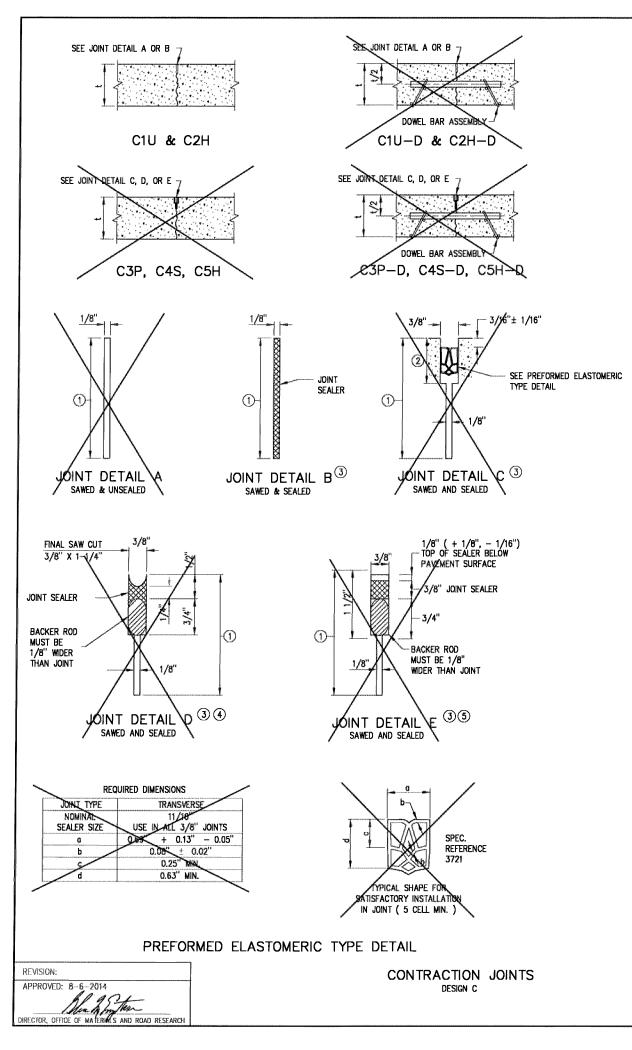
REPAIR CONCRETE WEARING COURSE WITH BAGGED PORTLAND CEMENT CONCRETE PATCHING MIX 3U1B.

TOOL OR SAWCUT JOINT PER DETAILS ON SHT. 4.

REFER TO SPECIAL PROVISIONS FOR CURING REQUIREMENTS.

	I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
ı	NAME:LIC. NO. 25128 DATE 07//2019

~~~	DES:	KDM	DF	<u>}:</u>	KDM		APPROVED:	Br
	CHK:	JWS	CH	łK:	JWS			
ĺ	She	et	No.	3	of	6	Sheets	1



#### CONTRACTION JOINT REFERENCE, DETAIL & SEALER SPEC. TABLE

JOINT RE WITHOUT DOWELS	FERENCE WITH DOWELS	JOINT DETAIL	JOINT SEALER SPEC.	JOINT WIDTH		
-C1U	C1U-D		UNSEALED	-1/8"		
C2H	C2H-D	B	3725	1/8"		
-C3P	C3P-D	<del></del>	<del>3721</del>	<del>- 3/8"</del> -		
<del>- C4S</del>	C45 D	— D	3722	3/8"		
<del>- C5H</del>	<del>- 05H-0 -</del>	— E	3725	3/0"		
LEGEND EXAMPLE  C = CONTRACTION JOINT — C2H-D  NO. = JOINT REFERENCE  U = UNSEALED  H = HOT POURED  P = PREFORMED  S = SILICONE  -D = DOWEL BARS						

#### DOWEL BAR DIAMETER TABLE

<b>*</b>	
PAVEMENT	DOWEL BAR
THICKNESS	DIAMETER
LESS THAN 6"	NONE
6" - 6 1/2"	1" OR NONE
7" 7.4/2"	1"
10"	1 174
10-1/2" AND GREATER	1 1/2"
- 10	1 1/2"

#### NOTES:

-SEE STANDARD PLATE 1103 FOR DOWEL DAR ASSEMBLY. -SEE-STANDARD PLATE 1150 FOR CONSTRUCTION OF HEADER JOINTS.

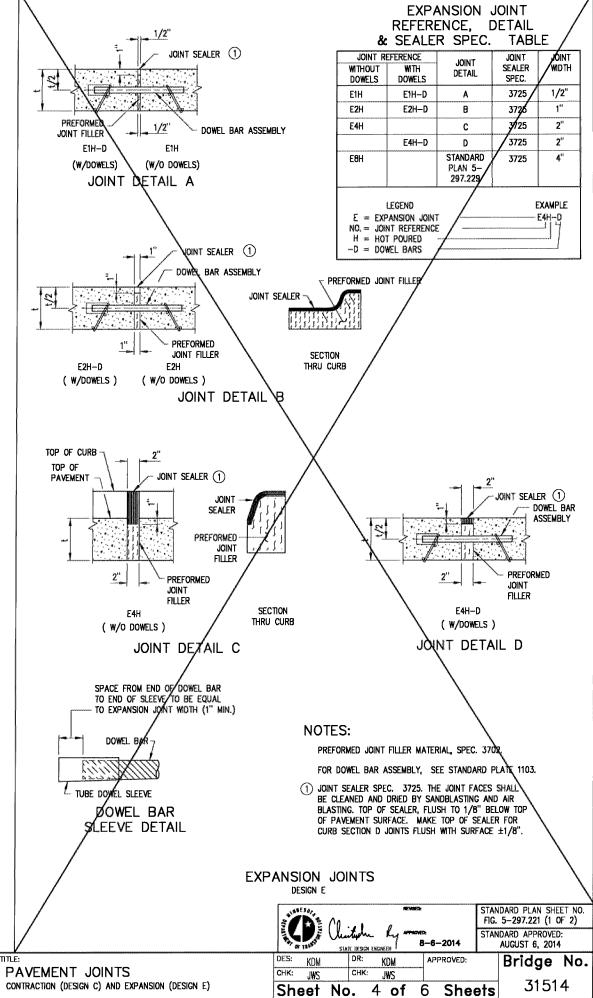
JOINT WIDTH TOLERANCE IS + 1/16" TO - 1/32"

FURNISH AND INSTALL ALL JOINT SEALER IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS.

-SEE STANDARD PLANS 5 297.217 AND 5 297.219; FOR CONCRETE MAINLINE/RAMP PAVEMENT.

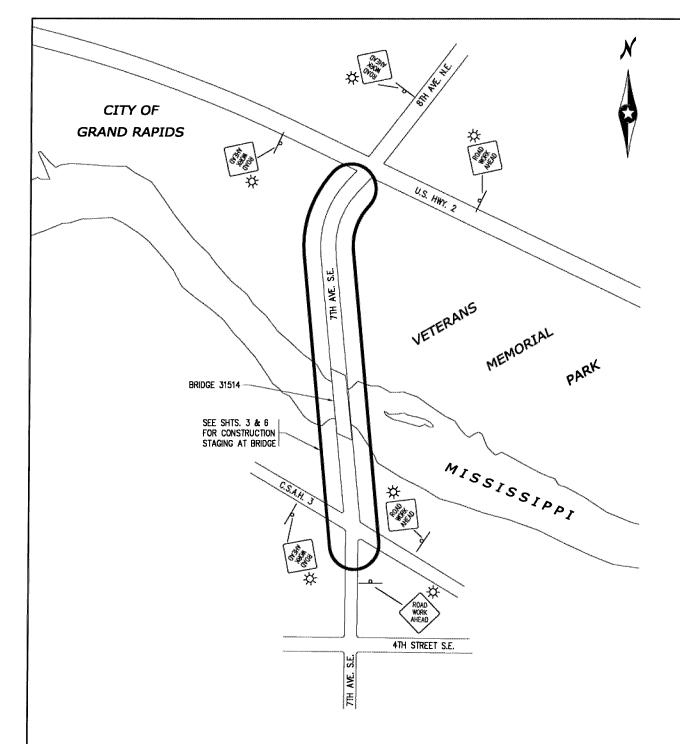
SEE PAVING LAYOUTS IN THE PLANS FOR JOINT CLASS DESIGNATION TO BE USED AND SPECIAL REINFORCEMENT REQUIRED.

- 1) JOINT DEPTH SHALL BE: FOR CONCRETE OVERLAYS - 1/3 THE PAVEMENT THICKNESS FOR CONCRETE PAVEMENT - 1/4 THE PAVEMENT THICKNESS
- (2) SEE CONTRACTION JOINT SEALER DETAIL. WHEN USING PREFORMED JOINT SEALER. THE DEPTH--SHALL DE 1/4" MORE THAN THE PREFORMED SCALER. -WHEN COMPRESSED. TO FIT THE JOINT DESIGN MOTH. "a" DIMENSION SHALL APPLY AT ANY POINT THROUGHOUT "c" DEPTH. SHARP INTERNAL CORNERS WILL NOT DE--PERMITTED. ALL CORNERS SHALL DE PROVIDED WITH SUITABLE FILLET.
- (3) WHEN SEALING, THE JOINT FACES SHALL BE CLEANED AND DRIED BY SANDBLASTING AND AIR BLASTING.
- (4) PRIOR TO SEALING THE JOINT, A-1/2" DIA. GLOSED -CELL BACKER ROD SHALL DE PLACED SUCH THAT THE -TOP OF THE BACKER-ROD IS 1/2"BELOW THE SURFACE OF THE PAVEMENT. NON-SELF LEVELING SILICONE--SHALL BE TOOLED INTO THE JOINT MAINTAINING A SEAL AND BEAD THICKNESS OF 1/4".
- (5) PRIOR TO SCALING THE JOINT, A 1/2" DIA. CLOSED--CELL DACKER ROD CAPABLE OF WITHSTANDING SEALANT TEMPERATURES OF 400 DEGREES F. SHALL DE PLACED 1/2" DELOW-THE TOP OF PAVEMENT.



I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. JON W. SITER \_\_\_\_\_LIC. NO. \_\_25128 \_DATE\_07/\_\_\_/2019

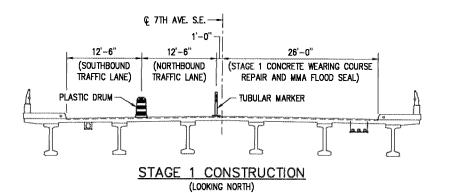
CONTRACTION (DESIGN C) AND EXPANSION (DESIGN E)

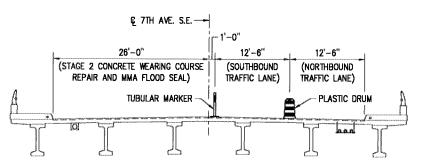


TRAFFIC CONTROL PLAN (ADVANCED WARNING)
(NO SCALE)

#### TRAFFIC CONTROL NOTES

- (1) ALL SIGNING INDICATED ON THIS TRAFFIC CONTROL PLAN, EXCEPT THOSE SIGNS WHICH ARE INPLACE, SHALL BE FURNISHED AND INSTALLED BY THE CONTRACTOR, ALL APPROPRIATE SIGNING, INCLUDING INPLACE SIGNS, SHALL BE MAINTAINED BY THE CONTRACTOR DURING THE LIFE OF THE CONTRACT. EXISTING STOP SIGNS SHALL BE MAINTAINED FOR THE DURATION OF THE PROJECT.
- ALL TRAFFIC CONTROL DEVICES AND SIGNING SHALL CONFORM TO, AND BE PLACED IN ACCORDANCE WITH, THE "MINNESOTA MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MMUTCD) INCLUDING PART VI AND THE FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS DATED "CURRENT", THE MINNESOTA STANDARD SIGNS MANUALS PARTS I, II, AND III AND THE APPROPRIATE MATERIAL SPECIFICATIONS.
- THE CONTRACTOR SHALL PLACE ADEQUATE PLASTIC DRUMS, WARNING SIGNS, AND BARRICADES WITHIN THE CONSTRUCTION ZONE TO PROTECT VEHICULAR TRAFFIC AND PEDESTRIAN TRAFFIC FROM CONSTRUCTION OPERATIONS. ADDITIONAL SIGNING MAY INCLUDE, BUT IS NOT LIMITED TO BUMP, DIP, LOOSE GRAVEL, ETC. THE NUMBER AND PLACEMENT OF TRAFFIC CONTROL DEVICES SHALL BE DETERMINED BY THE SEQUENCE OF THE CONTRACTORS OPERATIONS. TRAFFIC CONTROL DEVICES MAY BE ADJUSTED IN THE FIELD AS DIRECTED BY THE ENGINEER.
- (4) ALL TRAFFIC CONTROL DEVICES SHALL BE REMOVED OR COVERED AS SOON AS THEY ARE NO LONGER REQUIRED OR APPROPRIATE.
- (\$) THE INITIAL CONSTRUCTION SIGNING AND DETOUR SIGNAGE SHALL BE ERECTED PRIOR TO CONSTRUCTION OPERATIONS.
- TYPE A (LOW INTENSITY) FLASHERS SHALL BE FURNISHED, INSTALLED, AND MAINTAINED ON TYPE III BARRICADES AND ADVANCED WARNING SIGNS WHEN USED AT NIGHT, OR TO IDENTIFY HAZARDS, AND AS DETAILED IN THIS TRAFFIC CONTROL PLAN. ADDITIONAL FLASHERS SHALL BE FURNISHED, INSTALLED, AND MAINTAINED ON SIGNS, BARRICADES, AND CHANNELIZERS AS NEEDED OR AS DIRECTED BY THE ENGINEER FOR TRAFFIC CONTROL THROUGH WORK ZONES WITHIN THE PROJECT LIMITS.
- FLAGGING SHALL BE REQUIRED WHEN WORK IS AT THE EDGE OF THE DRIVING LANE TO PROTECT TRAFFIC FROM EXCAVATION AND PAVING OPERATIONS. FLAGGING SHALL BE IN ACCORDANCE WITH THE PERTINENT LAYOUTS SHOWN IN PART VI OF THE MMUTCD, INCLUDING THE FIELD MANUAL DATED "CURRENT".
- (8) "ROAD WORK AHEAD" SIGNS SHALL BE MOUNTED AS SHOWN AND SHALL HAVE A TYPE "A" LOW INTENSITY FLASHING AMBER WARNING LIGHT MOUNTED ON THEM.





STAGE 2 CONSTRUCTION
(LOOKING NORTH)

Т Т	RAFFIC - BII	MATERIA	RIALS ①③		
SIGN NO.	DEVICE	SIZE ②	NO. STAGE 1	REQ'D Stage 2	NOTES
R9-11b (L)	SIDEWALK CLOSED USE OTHER SIDE OF STREET	48"x18" Blk. on White	1	1	
R9-11b (R)	SIDEWALK CLOSED USE OTHER SIDE OF STREET	48"x18" BLK. ON WHITE	3	1	
₩1-6	<b></b>	48"x24" BLK. ON ORANGE	5	5	***************************************
₩4-2 (L)		48"x48" ØLK. ON ORANGE	1	1	
<b>₩2</b> 0−1	ROAD WORK AHEAD	48"x48" BLK. ON ORANGE	6	7	
W20-X3 (L)	MERGE	48"x48" BLK. ON ORANGE	1	1	
W21-X5 (L)	LEFT LAWE CLOSED	48"x48" BLK. ON ORANGE	2	2	***************************************
W21-X5 (R)	RIGHT LANE CLOSED	48"x48" BLK. ON ORANGE	2	1	WATER AND THE STATE OF THE STAT
PLASTIC Drum	<u>B</u>	WHITE ON ORANGE	56	76	
TUBULAR Marker	<u></u>	WHITE ON ORANGE	17	15	
Type III Barricade		8' Orange & White	5	3	
TYPE III BARRICADE		8' Orange & White	4	4	
TYPE A FLASHERS	<b>-</b> \$-	YELLO <b>W</b>	21	19	

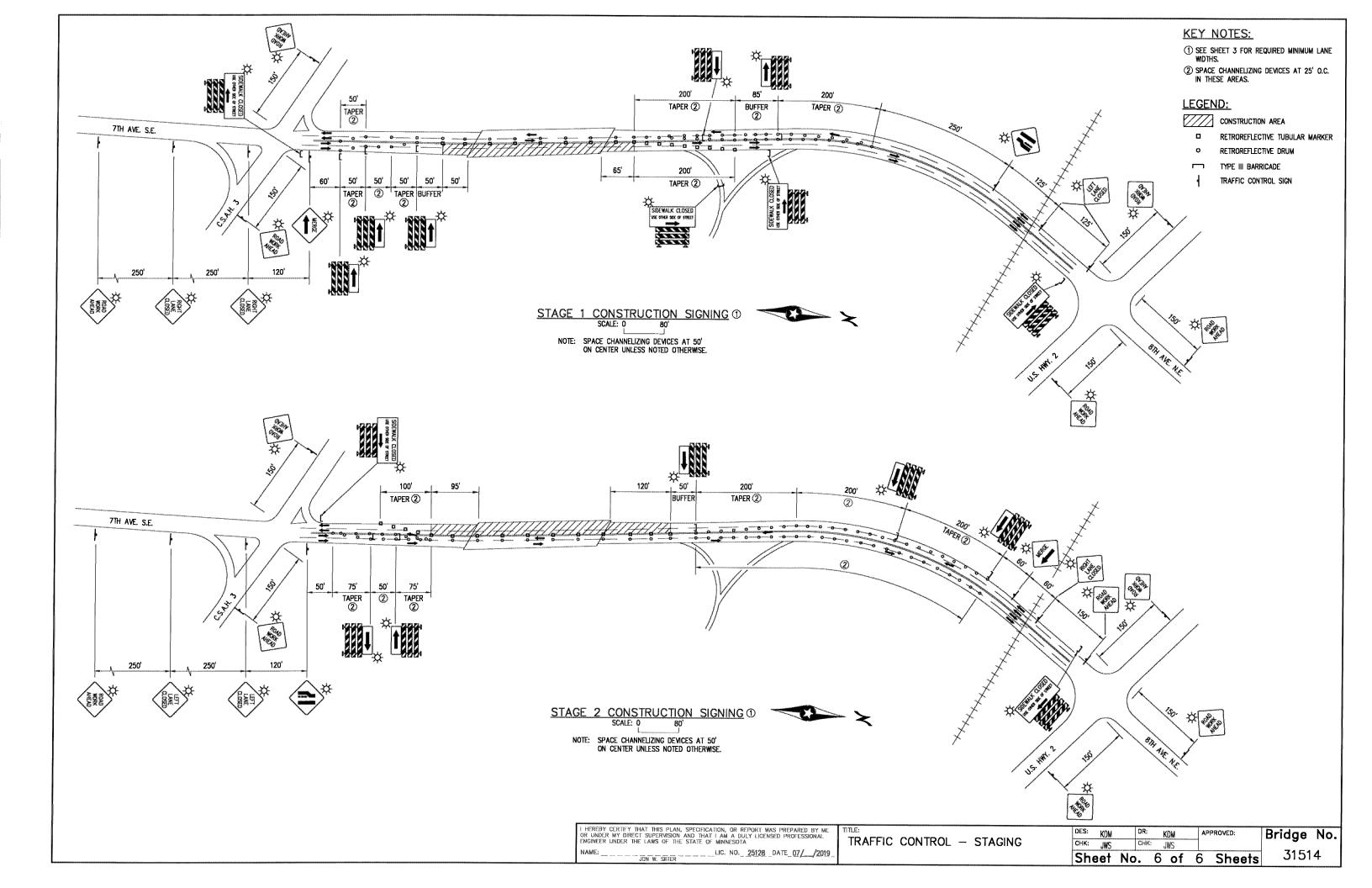
#### **KEY NOTES:**

- 1 PROVIDE ALL POSTS, WEIGHTS AND HARDWARE AS REQUIRED FOR SIGN PLACEMENT.
- 2 ALL SIGN PANEL DIMENSIONS ARE IN INCHES.
- 3 ALL TRAFFIC CONTROL RELOCATING AND SETUP FOR THE DIFFERENT STAGES OF CONSTRUCTION SHALL BE INCIDENTAL.

TRAFFIC CONTROL — BILL OF MATERIALS DES: KDM DR: KDM APPROVED:
CHK: JWS CHK: JWS

Sheet No. 5 of 6 Sheets

Bridge No. 31514





#### CITY OF GRAND RAPIDS

#### Legislation Details (With Text)

File #: 19-0493 Version: 1 Name: Award Sale of Series 2019A \$1,585,000

Type: Agenda Item Status: Consent Agenda
File created: 8/6/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider adopting a resolution awarding the sale of the \$1,585,000 General Obligation Bonds, Series

2019A

Sponsors:

Indexes:

Code sections:

Attachments: Grand Rapids GO 2019A Award Resolution

RatingsDirect SummaryGrandRapidsMinnesotaGeneralObligation Aug-08-2019

Date Ver. Action By Action Result

Consider adopting a resolution awarding the sale of the \$1,585,000 General Obligation Bonds, Series 2019A **Background Information:** 

The bid opening for the sale of \$1,585,000 General Obligation Bonds will occur on Monday, August 12, 2019 in the office of Ehlers & Associates, Inc. in Roseville, MN.

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

Rebecca Kurtz, Vice President at Ehlers, will be at the City Council meeting to present the results of the bid opening. Please find the S&P Global Rating for the City of Grand Rapids attached for your review.

#### **Staff Recommendation:**

Staff recommends making a motion to adopt a resolution awarding the sale of \$1,585,000 General Obligation Bonds, Series 2019A, fixing their form and specifications, directing their execution and delivery and providing for their payment.

#### **Requested City Council Action**

Make a motion to adopt a resolution awarding the sale of \$1,585,000 General Obligation Bonds, Series 2019A, fixing their form and specifications, directing their execution and delivery and providing for their payment.



August 12, 2019

Sale Day Report for

City of Grand Rapids, Minnesota

\$1,585,000 General Obligation Bonds, Series 2019A



#### Prepared by:

Rebecca Kurtz, CIPMA Senior Municipal Advisor

Nick Anhut, CIPMA Senior Municipal Advisor

Todd Hagen, CIPMA Senior Municipal Advisor

## Sale Day Report - August 12, 2019

City of Grand Rapids, Minnesota

\$1,585,000 General Obligation Bonds, Series 2019A

Purpose:

Financing the Golf Course Road Utility Extension / Great River Acres

improvement project and Phase I of the Cohasset Trail Project.

Rating:

S&P Global Ratings "AA-"

Number of Bids:

4

Low Bidder:

Northland Securities, Inc., Minneapolis, Minnesota

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

High Bid

**Interest Difference** 

1.9823%

2.2082%

\$41,040

Summary of Sale Results:					
Principal Amount*:	\$1,585,000				
Underwriter's Discount:	\$14,373				
Reoffering Premium:	\$62,546				
True Interest Cost:	1.9805%				
Costs of Issuance:	\$36,575				
Yield:	1.13% - 2.20%				
Total Net P&I	\$1,919,144				

Notes:

U.S. Bank National Association, St. Paul, Minnesota will serve as

Paying Agent on the Bonds.

The Bonds maturing February 1, 2029 and thereafter are callable

February 1, 2028 or any date thereafter.

Due to a premium bid and lower costs of issuance, the City retained an additional \$76,858. The Principal amount overall was unchanged; however, individual maturities were adjusted after the

sale.

**Closing Date:** 

September 5, 2019

City Council Action:

Adopt a resolution awarding the sale of \$1,585,000 General

Obligation Bonds, Series 2019A.

Attachments:

**Bid Tabulation** 

Sources and Uses of Funds Updated Debt Service Schedules

Rating Report (Distributed in City Council Packets)
Bond Resolution (Distributed in City Council Packets)



Sale Day Report City of Grand Rapids, Minnesota August 12, 2019



## **BID TABULATION**

#### \$1,585,000 General Obligation Bonds, Series 2019A

#### City of Grand Rapids, Minnesota

**SALE:** August 12, 2019

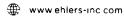
AWARD: NORTHLAND SECURITIES, INC.

Rating: S&P Global Ratings "AA-"

Tax Exempt - Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
NORTHLAND SECURITIES, INC.				\$1,632,755.15	\$285,883.29	1.9823%
Minneapolis, Minnesota	2021	3.000%	1.130%			
D.A. Davidson	2022	3.000%	1.150%			
United Bankers Bank	2023	3.000%	1.200%			
	2024	3.000%	1.250%			
	2025	3.000%	1.300%			
	2026	3.000%	1.400%			
	2027	3.000%	1.500%			
	2028	3.000%	1.600%			
	2029	2.000%	1.700%			
	$2030^{1}$	2.000%	2.000%			
	20311	2.000%	2.000%			
	$2032^{2}$	2.100%	2.100%			
	2033 <sup>2</sup>	2.100%	2.100%			
	$2034^{3}$	2.200%	2.200%			
	$2035^3$	2.200%	2.200%			

Adjusted TIC - 1.9805%



<sup>\*</sup> Subsequent to bid opening the individual maturity amounts were adjusted.

Adjusted Price - \$1,633,173.60

Adjusted Net Interest Cost - \$285,970.79

<sup>&</sup>lt;sup>1</sup>\$230,000 Term Bond due 2031 with mandatory redemption in 2030.

<sup>&</sup>lt;sup>2</sup>\$240,000 Term Bond due 2033 with mandatory redemption in 2032.

<sup>&</sup>lt;sup>3</sup> \$245,000 Term Bond due 2035 with mandatory redemption in 2034.

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
BAIRD Milwaukee, Wisconsin				\$1,634,401.35	\$293,349.07	2.0336%
BNY MELLON CAPITAL MANAGEMENT Pittsburgh, Pennsylvania				\$1,769,080.75	\$330,880.92	2.1741%
STIFEL, NICOLAUS Birmingham, Alabama				\$1,684,310.05	\$326,924.12	2.2082%

City of Grand Rapids, Minnesota \$1,585,000 General Obligation Bonds, Series 2019A Issue Summary

#### **Total Issue Sources And Uses**

Dated 09/05/2019   Delivered 09/05/2019			
	Improvement	Abatement	Issue
	Project	Project	Summary
Sources Of Funds			
Par Amount of Bonds	\$1,460,000 00	\$125,000 00	\$1,585,000 00
Reoffering Premium	57,727 35	4,819 35	62,546 70
Prepaid Assessments	2,635,224 00	-	2,635,224 00
Total Sources	\$4,152,951.35	\$129,819.35	\$4,282,770.70
Uses Of Funds			
Total Underwriter's Discount (0 907%)	13,239 57	1,133 53	14,373 10
Costs of Issuance	33,690 54	2,884 46	36,575 00
Deposit to Project Construction Fund	4,106,021 24	125,801 36	4,231,822 60
Total Uses	\$4,152,951.35	\$129,819.35	\$4,282,770.70

City of Grand Rapids, Minnesota \$1,585,000 General Obligation Bonds, Series 2019A Issue Summary

#### **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	105% Overlevy	Tax Abatement	Levy (Surplus
02/01/2020		-	-	_	-	_	
02/01/2021	70,000 00	3 000%	56,264 39	126,264 39	132,577 61	9,839 84	122,737 7
02/01/2022	90,000 00	3 000%	37,930 00	127,930 00	134,326 50	8,358 00	125,968 5
02/01/2023	90,000 00	3 000%	35,230 00	125,230 00	131,491 50	8,200 50	123,291 0
02/01/2024	95,000 00	3 000%	32,530 00	127,530 00	133,906 50	8,043 00	125,863 5
02/01/2025	95,000 00	3 000%	29,680 00	124,680 00	130,914.00	7,885 50	123,028 5
02/01/2026	105,000 00	3 000%	26,830 00	131,830 00	138,421 50	12,978 00	125,443 5
02/01/2027	105,000 00	3 000%	23,680 00	128,680 00	135,114 00	12,663 00	122,451 0
02/01/2028	110,000 00	3 000%	20,530 00	130,530 00	137,056 50	12,348 00	124,708 50
02/01/2029	110,000 00	2 000%	17,230 00	127,230 00	133,591 50	12,033 00	121,558 50
02/01/2030	115,000 00	2 000%	15,030 00	130,030 00	136,531 50	11,823 00	124,708 5
02/01/2031	115,000 00	2 000%	12,730 00	127,730 00	134,116 50	11,613 00	122,503 50
02/01/2032	120,000 00	2 100%	10,430 00	130,430 00	136,951 50	11,403 00	125,548 50
02/01/2033	120,000 00	2 100%	7,910 00	127,910 00	134,305 50	11,182 50	123,123 0
02/01/2034	120,000 00	2 200%	5,390 00	125,390 00	131,659 50	10,962 00	120,697 50
02/01/2035	125,000 00	2 200%	2,750 00	127,750 00	134,137 50	10,731 00	123,406 50
Total	\$1,585,000.00	-	\$334,144.39	\$1,919,144.39	\$2,015,101.61	\$160,063,34	\$1,855,038.2
Pated urst Coupon Date							9/05/2019 8/01/2020
ond Year Dollar	s						\$14,222 8
verage Life							8 973 Years
verage Coupon							2 3493564%
et Interest Cost (	. ,						2 0106496%
rue Interest Cost	` '						1 9805817%
	bitrage Purposes						1 8692401%
ll Inclusive Cost	(AIC)						2 2675991%
RS Form 803	8						
et Interest Cost	Matina						1 85991779
eighted Average	viaturity						8 863 Years

# City of Grand Rapids, Minnesota

\$1,460,000 General Obligation Bonds, Series 2019A Improvement Project

#### **Debt Service Schedule**

					105%
Date	Principal	Coupon	Interest	Total P+I	Overlevy
02/01/2020	-	_	-	-	-
02/01/2021	65,000 00	3 000%	51,893 11	116,893 11	122,737 77
02/01/2022	85,000 00	3 000%	34,970 00	119,970 00	125,968 50
02/01/2023	85,000 00	3 000%	32,420 00	117,420 00	123,291 00
02/01/2024	90,000 00	3 000%	29,870 00	119,870 00	125,863 50
02/01/2025	90,000 00	3 000%	27,170 00	117,170 00	123,028 50
02/01/2026	95,000 00	3 000%	24,470 00	119,470 00	125,443 50
02/01/2027	95,000 00	3 000%	21,620 00	116,620 00	122,451 00
02/01/2028	100,000 00	3 000%	18,770 00	118,770 00	124,708 50
02/01/2029	100,000 00	2 000%	15,770 00	115,770 00	121,558 50
02/01/2030	105,000 00	2 000%	13,770 00	118,770 00	124,708 50
02/01/2031	105,000 00	2 000%	11,670 00	116,670 00	122,503 50
02/01/2032	110,000 00	2 100%	9,570 00	119,570 00	125,548 50
02/01/2033	110,000 00	2 100%	7,260 00	117,260 00	123,123 00
02/01/2034	110,000 00	2 200%	4,950 00	114,950 00	120,697 50
02/01/2035	115,000 00	2 200%	2,530 00	117,530 00	123,406 50
Total	\$1,460,000.00	-	\$306,703.11	\$1,766,703.11	\$1,855,038.27
Significant Dat	es				
Dated					9/05/2019
First Coupon Date					8/01/2020
Yield Statistics	;				*. · · · · · · · ·
Bond Year Dollars					\$13,047 11
Average Life					8 936 Years
Average Coupon					2 3507358%
Net Interest Cost (N	IIC)				2 0097578%
True Interest Cost (	TIC)				1 9795870%
Bond Yield for Arbi	,				1 8692401%
All Inclusive Cost (	0 1				2 2677337%
IRS Form 8038					
Net Interest Cost					1 8586137%
Weighted Average N	Maturity				8 826 Years

# City of Grand Rapids, Minnesota

\$125,000 General Obligation Bonds, Series 2019A Abatement Project

#### **Debt Service Schedule**

Date	Principal	Coupon	Interest	Total P+I	105% of Total	Tax Abatement Revenue	Levy/(Surplus)
02/01/2020		-	-	-	-	-	
02/01/2021	5,000 00	3 000%	4,371 28	9,371 28	9,839 84	9,839 84	_
02/01/2022	5,000 00	3 000%	2,960 00	7,960 00	8,358 00	8,358 00	<u>-</u>
02/01/2023	5,000 00	3 000%	2,810 00	7,810 00	8,200 50	8,200 50	_
02/01/2024	5,000 00	3 000%	2,660 00	7,660 00	8,043 00	8,043 00	_
02/01/2025	5,000 00	3 000%	2,510 00	7,510 00	7,885 50	7.885 50	-
02/01/2026	10,000 00	3 000%	2,360 00	12,360 00	12,978 00	12,978 00	_
02/01/2027	10,000 00	3 000%	2,060 00	12,060 00	12,663 00	12,663 00	-
02/01/2028	10,000 00	3 000%	1,760 00	11,760 00	12,348 00	12,348 00	-
02/01/2029	10,000 00	2 000%	1,460 00	11,460 00	12,033 00	12,033 00	-
02/01/2030	10,000 00	2 000%	1,260 00	11,260 00	11,823 00	11,823 00	-
02/01/2031	10,000 00	2 000%	1,060 00	11,060 00	11,613 00	11,613 00	_
02/01/2032	10,000 00	2 100%	860 00	10,860 00	11,403 00	11,403 00	_
02/01/2033	10,000 00	2 100%	650 00	10,650 00	11,182 50	11,182 50	_
02/01/2034	10,000 00	2 200%	440 00	10,440 00	10,962 00	10,962 00	-
02/01/2035	10,000 00	2 200%	220 00	10,220 00	10,731 00	10,731 00	-
Total	\$125,000.00	-	\$27,441.28	\$152,441.28	\$160,063.34	\$160,063.34	-
Dated First Coupon Date  Yield Statistic	:						9/05/2019 8/01/2020
Bond Year Dollars							\$1,175 69
Average Life							9 406 Years
Average Coupon							2 3340486%
Net Interest Cost (	,						2 0205471%
True Interest Cost							1 9916463%
Bond Yield for Ar		S					1 8692401%
All Inclusive Cost	(AIC)						2 2661012%

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

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Grand Rapids, Minnesota, was duly held in the City Hall in said City on Monday, August 12, 2019, commencing at 5:00 P.M.

The following members were present:

and the following were absent:

\* \* \* \* \* \* \* \* \* \* \* \*

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Bonds, Series 2019A, to be issued in the aggregate principal amount of \$1,585,000.

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

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

RESOLUTION NO.	
----------------	--

A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION BONDS, SERIES 2019A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,585,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

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

#### Section 1. Sale of Bonds.

#### 1.01. <u>Improvement Bonds</u>.

- (a) Certain assessable public improvements within the City, including but not limited to those improvements designated as the Golf Course Road Utility Extension/Great River Acres Development (City Project 2019-1) (the "Assessable Improvements"), have been made, duly ordered or contracts let for the construction thereof pursuant to the provisions of Minnesota Statutes, Chapters 429 and 475, as amended (collectively, the "Improvement Act").
- (b) The City Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds in the aggregate principal amount of \$1,460,000 (the "Improvement Bonds"), pursuant to the Improvement Act to provide financing for the Assessable Improvements.

#### 1.02. Abatement Bonds.

- (a) The City has determined to finance the construction of the Grand Rapids/Cohasset connection trail along County Road 63 (the "Abatement Project").
- (b) Under Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended (collectively, the "Abatement Act"), the City is authorized to grant a property tax abatement on specified parcels in order to accomplish certain public purposes, including the construction of the Abatement Project and to finance such facilities through the issuance of tax-exempt bonds.
- (c) Pursuant to a resolution adopted by the City Council on July 8, 2019 (the "Abatement Resolution") following a duly noticed public hearing, the City Council approved a property tax abatement (the "Abatements") for certain property in the City (the "Abatement Parcels") over a period not to exceed fifteen (15) years, in an amount sufficient to pay the principal of, and all or a portion of the interest on, the general obligation bonds, in an approximate aggregate principal amount of \$177,300, issued to finance the Abatement Project.
- (d) In the Abatement Resolution, the City found and determined that the Abatement Project benefits the Abatement Parcels and that the maximum principal amount of bonds and the interest thereon to be secured by Abatements does not exceed the estimated sum of Abatements from the Abatement Parcels for the term authorized under the Abatement Resolution.

(e) The City Council finds it necessary and expedient to the sound financial management of the affairs of the City to issue general obligation bonds (the "Abatement Bonds") pursuant to the Abatement Act to provide financing for the Abatement Project.

#### 1.03. <u>Issuance of General Obligation Bonds</u>.

- (a) The City Council finds it is necessary and expedient to the sound financial management of the affairs of the City to issue its General Obligation Bonds, Series 2019A (the "Bonds"), in the original aggregate principal amount of \$1,585,000, pursuant to the Improvement Act and the Abatement Act (collectively, the "Act"), to provide financing for the Assessable Improvements and the Abatement Project.
- (b) The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.04.	<u>Award</u>	to the	Purchaser	and	Interest	Rates.	The	proposal	of _			,
	,		(the	"Purcl	haser''),	to purel	hase th	e Bonds	is h	ereby	found	and
determined to b	e a reas	onable o	offer and is	hereb	y accepte	ed, the pr	roposal	being to 1	ourcha	ase the	Bonds	at a
price of \$		(par am	ount of \$1,	585,0	00.00, pl	us origin	al issue	premium	of \$_		,	less
original issue d	liscount	of \$		, less	underwr	iter's dis	scount	of \$		), p	lus acci	rued
interest to date of	of delive	ry, if an	y, for Bond	s beari	ing intere	st as foll	ows:					

Year of Maturity	Interest Rate	Year of Maturity	Interest Rate
2021	%	2029	%
2022		2030	
2023		2031	
2024		2032	
2025		2033	
2026		2034	
2027		2035	
2028			

True interest cost: \_\_\_\_\_ %

- 1.05. <u>Purchase Contract</u>. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the accounts of the Debt Service Fund hereinafter created or deposited in the accounts of the Construction Fund hereinafter created, as determined by the City's Finance Director in consultation with the City's municipal advisor. The Finance Director is directed to retain the good faith check of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith checks of the unsuccessful proposers. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City, if requested by the Purchaser.
- 1.06. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act to the Purchaser, in the total principal amount of \$1,585,000, originally dated September 5, 2019, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1,

upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

Year of Maturity	Amount	Year of Maturity	Amount
2021	\$	2029	\$
2022		2030	
2023		2031	
2024		2032	
2025		2033	
2026		2034	
2027		2035	
2028			

(a) \$1,460,000 of the Bonds, constituting the Improvement Bonds, maturing on February 1 in the years and in the amounts set forth below, will be used to finance the Assessable Improvements:

Year of Maturity	Amount	Year of Maturity	Amount
2021 2022 2023 2024 2025 2026 2027 2028	\$	2029 2030 2031 2032 2033 2034 2035	\$

(b) \$125,000 of the Bonds, constituting the Abatement Bonds, maturing on February 1 in the years and in the amounts set forth below, will be used to finance the Abatement Project:

Year of Maturity	Amount	Year of Maturity	Amount
2021	\$	2029	\$
2022		2030	
2023		2031	
2024		2032	
2025		2033	
2026		2034	
2027		2035	
2028		2000	

1.07. Optional Redemption. The City may elect on February 1, 2028, and on any day thereafter to prepay Bonds due on or after February 1, 2029. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of

such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.08 Mandatory Redemption; Term Bonds. To be completed if Term Bonds are requested by the Purchaser.]

#### Section 2. Registration and Payment.

- 2.01. <u>Registered Form</u>. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.
- 2.02. <u>Dates; Interest Payment Dates</u>. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2020, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.
- 2.03. <u>Registration</u>. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:
  - (a) <u>Register</u>. The Registrar must keep at its designated corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.
  - (b) <u>Transfer of Bonds</u>. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.
  - (c) <u>Exchange of Bonds</u>. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner's attorney in writing.
  - (d) <u>Cancellation</u>. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.
  - (e) <u>Improper or Unauthorized Transfer</u>. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the

requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

- (f) <u>Persons Deemed Owners</u>. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.
- (g) <u>Taxes, Fees and Charges</u>. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.
- (h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.
- (i) <u>Redemption</u>. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.
- 2.04. Appointment of Initial Registrar. The City appoints U.S. Bank National Association, St. Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

603473v1GR220-134

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

#### Section 3. Form of Bond.

- 3.01. <u>Execution of the Bonds</u>. The Bonds will be printed or typewritten in substantially the form set forth in EXHIBIT B.
- 3.02. <u>Approving Legal Opinion</u>. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota and cause the opinion to accompany the Bonds.

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

- 4.01. <u>Debt Service Fund</u>. The Bonds will be payable from the General Obligation Bonds, Series 2019A Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the "Assessable Improvements Account" and the "Abatement Project Account." Amounts in the Assessable Improvements Account are irrevocably pledged to the Improvement Bonds and amounts in the Abatement Project Account are irrevocably pledged to the Abatement Bonds.
  - (a) Assessable Improvements Account. The Finance Director shall timely deposit in the Assessable Improvements Account of the Debt Service Fund ad valorem taxes levied herein for the Assessable Improvements and special assessments levied against property specially benefited by the Assessable Improvements (the "Assessments"), which ad valorem taxes and Assessments are pledged to the Assessable Improvements Account. There is also appropriated to the Assessable Improvements Account (i) a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.05 hereof; and (ii) any other funds appropriated for the payment of principal of or interest on the Improvement Bonds.
  - (b) <u>Abatement Project Account</u>. The Finance Director shall timely deposit in the Abatement Project Account of the Debt Service Fund the Abatements from the Abatement Parcels and ad valorem taxes levied herein for the Abatement Bonds. There is also appropriated to the Abatement Project Account (i) a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in

accordance with Section 1.05 hereof; and (ii) any other funds appropriated for the payment of principal of or interest on the Abatement Bonds.

- 4.02. <u>Construction Fund</u>. The City hereby creates the General Obligation Bonds, Series 2019A Construction Fund (the "Construction Fund"). The City will maintain the following accounts in the Construction Fund: the "Assessable Improvements Account" and the "Abatement Project Account." Amounts in the Assessable Improvements Account are irrevocably pledged to the Improvement Bonds, and amounts in the in the Abatement Project Account are irrevocably pledged to the Abatement Bonds.
  - (a) Assessable Improvements Account. Proceeds of the Improvement Bonds, less the appropriations made in Section 4.01(a) hereof, together with any other funds appropriated for the Assessable Improvements along with the Assessments and ad valorem taxes levied herein for the Assessable Improvements and collected during construction of the Assessable Improvements, will be deposited in the Assessable Improvements Account of the Construction Fund to be used solely to defray expenses of the Assessable Improvements and the payment of principal and interest on the Improvement Bonds prior to the completion and payment of all costs of the Assessable Improvements. When the Assessable Improvements are completed and the cost thereof paid, the Assessable Improvements Account of the Construction Fund is to be closed and any funds remaining may be deposited in the Assessable Improvements Account of the Debt Service Fund.
  - (b) <u>Abatement Project Account.</u> Proceeds of the Abatement Bonds, less the appropriations made in Section 4.01(b) hereof, together with any other funds appropriated for the Abatement Project, will be deposited in the Abatement Project Account of the Construction Fund to be used solely to defray expenses of the Abatement Project described herein and in the Abatement Resolution to the payment of principal and interest on the Abatement Bonds prior to the completion and payment of all costs of the Abatement Project. When the Abatement Project is completed and the cost thereof paid, the Abatement Project Account of the Construction Fund is to be closed and any funds remaining may be deposited in the Abatement Project Account of the Debt Service Fund.
- 4.03. <u>City Covenants with Respect to the Improvement Bonds</u>. It is hereby determined that the Assessable Improvements will directly and indirectly benefit abutting property, and the City hereby covenants with the holders from time to time of the Bonds as follows:
  - (a) The City has caused or will cause the Assessments for the Assessable Improvements to be promptly levied so that the first installment will be collectible not later than 2020 and will take all steps necessary to assure prompt collection, and the levy of the special assessments is hereby authorized. The City Council will cause to be taken with due diligence all further actions that are required for the construction of each Assessable Improvement financed wholly or partly from the proceeds of the Improvement Bonds, and will take all further actions necessary for the final and valid levy of the Assessments and the appropriation of any other funds needed to pay the Improvement Bonds and interest thereon when due.
  - (b) In the event of any current or anticipated deficiency in Assessments and taxes levied herein for the Improvement Bonds, the City Council will levy additional ad valorem taxes in the amount of the current or anticipated deficiency.
  - (c) The City will keep complete and accurate books and records showing receipts and disbursements in connection with the Assessable Improvements, Assessments, and taxes levied herein for the Improvement Bonds and other funds appropriated for their payment,

collections thereof and disbursements therefrom, monies on hand and, the balance of unpaid Assessments.

- (d) The City will cause its books and records to be audited at least annually and will furnish copies of such audit reports to any interested person upon request.
- (e) At least twenty percent (20%) of the cost to the City of the Assessable Improvements described herein will be specially assessed against benefited properties.
- 4.04. <u>General Obligation Pledge</u>. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.
- 4.05. <u>Pledge of Tax Levy</u>. For the purpose of paying the principal of and interest on the Improvement Bonds and a portion of the Abatement Bonds, there is levied a direct annual irrepealable ad valorem tax (the "Taxes") upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Assessable Improvements Account and the Abatements Account of the Debt Service Fund provided above and will be in the years and amounts as attached hereto as EXHIBIT C.
- 4.06. <u>Certification to County Auditor/Treasurer as to Debt Service Fund Amount</u>. It is hereby determined that the estimated collections of Taxes, Assessments and Abatements will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Improvement Bonds. The tax levy herein provided is irrepealable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the City Administrator may certify to the County Auditor/Treasurer of Itasca County, Minnesota (the "County Auditor/Treasurer") the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor/Treasurer will thereupon reduce the levy collectible during such year by the amount so certified.
- 4.07. <u>Registration of Resolution</u>. The City Clerk is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer and to obtain the certificate required by Section 475.63 of the Act.

#### Section 5. Authentication of Transcript.

- 5.01. <u>City Proceedings and Records</u>. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, will be deemed representations of the City as to the facts stated therein.
- 5.02. <u>Certification as to Official Statement</u>. The Mayor, the City Administrator, and the Finance Director are authorized and directed to certify that they have examined the Official Statement prepared and

circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

- 5.03. Other Certificates. The Mayor, City Administrator, and Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the City Administrator, and the Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.
- 5.04. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to Old National Bank, Chaska, Minnesota on the closing date for further distribution as directed by the City's municipal advisor, Ehlers & Associates, Inc.

#### Section 6. Tax Covenant.

6.01. <u>Tax-Exempt Bonds</u>. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

#### 6.02. No Rebate Required.

- (a) The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States if the Bonds (together with other obligations reasonably expected to be issued in calendar year 2019) exceed the small-issuer exception amount of \$5,000,000.
- (b) For purposes of qualifying for the small issuer exception to the federal arbitrage rebate requirements, the City hereby finds, determines, and declares that the aggregate face amount of all tax-exempt bonds (other than private activity bonds) issued by the City (and all subordinate entities of the City) during the calendar year in which the Bonds are issued and outstanding at one time is not reasonably expected to exceed \$5,000,000, all within the meaning of Section 148(f)(4)(D) of the Code.
- 6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

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- 6.04. <u>Qualified Tax-Exempt Obligations</u>. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:
  - (a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;
  - (b) the City designates the Bonds as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code;
  - (c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2019 will not exceed \$10,000,000; and
  - (d) not more than \$10,000,000 of obligations issued by the City during calendar year 2019 have been designated for purposes of Section 265(b)(3) of the Code.
- 6.05. <u>Procedural Requirements</u>. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

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

- 7.01. <u>DTC</u>. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.06 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns ("DTC"). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.
- Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the "Participants") or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City's obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words "Cede & Co." will refer to such new nominee of DTC; and upon receipt of

such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

- 7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the "Representation Letter") which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.
- 7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.
- 7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

#### Section 8. <u>Continuing Disclosure</u>.

- 8.01. <u>Execution of Continuing Disclosure Certificate</u>. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.
- 8.02. <u>City Compliance with Provisions of Continuing Disclosure Certificate</u>. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.
- Section 9. <u>Defeasance</u>. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

The motion for the adoption of the foregoing resolution was duly seconded by Member
, and upon vote being taken thereon, the following voted in favor thereof:
and the following voted against the same:
whereupon said resolution was declared duly passed and adopted.

#### **EXHIBIT A**

#### **PROPOSALS**

#### **EXHIBIT B**

#### FORM OF BOND

No. R	STATE ( COUN	ATES OF AMERICA OF MINNESOTA TY OF ITASCA GRAND RAPIDS	\$
		OBLIGATION BOND RIES 2019A	
<u>Rate</u>	<u>Maturity</u>	Date of Original Issue	<u>CUSIP</u>
	February 1, 20	September 5, 2019	

Registered Owner: Cede & Co.

The City of Grand Rapids, Minnesota, a duly organized and existing municipal corporation in Itasca County, Minnesota (the "City"), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$\_\_\_\_\_\_\_ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve (12) thirty (30) day months), payable February 1 and August 1 in each year, commencing August 1, 2020, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank National Association, St. Paul, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2028, and on any day thereafter to prepay Bonds due on or after February 1, 2029. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$1,585,000, all of like original issue date and tenor, except as to number, maturity date, redemption privilege, and interest rate, all issued pursuant to a resolution adopted by the City Council on August 12, 2019 (the "Resolution"), for the purpose of providing money to defray the expenses incurred and to be incurred in making certain assessable local improvements and financing the construction of public infrastructure, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429 and 475, as amended, and Minnesota Statutes, Sections 469.1812 through 469.1815, as amended. The principal hereof and interest hereon are payable in part from ad valorem taxes, in part

from special assessments against property specially benefited by local improvements, and in part from tax abatement revenues, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in special assessments, tax abatements and ad valorem taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the "Code") relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

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

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

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

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

IN WITNESS WHEREOF, the City of Grand Rapids, Itasca County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: September 5, 2019	CITY OF GRAND RAPIDS, MINNESOTA
(Facsimile)	(Facsimile)
Mayor	City Administrator

#### **CERTIFICATE OF AUTHENTICATION**

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

#### U.S. BANK NATIONAL ASSOCIATION

			By
			ByAuthorized Representative
		ABBREVI	ATIONS
			the inscription on the face of this Bond, will be rding to applicable laws or regulations:
TEN COM as tena	ints in common		UNIF GIFT MIN ACT Custodian
TEN ENT as tenar	nts by entireties		Custodian (Minor) under Uniform Gifts or Transfers to Minors Act, State of
JT TEN as join survivorship and not			
Additional ab	breviations may	also be used tho	ough not in the above list.
		ASSIGN	MENT
For value	received, the	undersigned the	hereby sells, assigns and transfers unto within Bond and all rights thereunder, and does
hereby irrevocably cor on the books kept for r	nstitute and apportegistration of the	oint	attorney to transfer the said Bond ith full power of substitution in the premises.
Dated:			
Notice:		the face of the v	is assignment must correspond with the name as it within Bond in every particular, without alteration or

Signature Guaranteed:		
NOTICE: Signature(s) must be guar Transfer Agent Medallion Program ( New York Stock Exchange, Inc. Meda program" as may be determined by t MSP, all in accordance with the Secur	"STAMP"), the Stock Exchange allion Signatures Program ("MSP" the Registrar in addition to, or in	Medallion Program ("SEMP"), the ') or other such "signature guarantee substitution for, STEMP, SEMP or
The Registrar will not effect requested below is provided.	transfer of this Bond unless the i	information concerning the assignee
Name and Address:		
	(Include information for all j held by joint account.)	oint owners if this Bond is
Please insert social security or other number of assignee	dentifying	
PRO	VISIONS AS TO REGISTRATI	ION
The ownership of the principal of the Registrar in the name of the per		ond has been registered on the books
Date of Registration	Registered Owner	Signature of Officer of Registrar
	Cede & Co. Federal ID #13-2555119	

#### **EXHIBIT C**

#### TAX LEVY SCHEDULE

#### **Tax Levy for Improvement Bonds**

YEAR *	TAX LEVY		
2020	\$		
2021			
2022			
2023			
2024			
2025			
2026			
2027			
2028			
2029			
2030			
2031			
2032			
2033			
2034			

<sup>\*</sup> Year tax levy collected.

#### **Tax Levy for Abatement Bonds**

YEAR *	TAX LEVY	
2020	\$	
2021		
2022		
2023		
2024		
2025		
2026		
2027		
2028		
2029		
2030		
2031		
2032		
2033		
2034		

<sup>\*</sup> Year tax levy collected.

<sup>\*\*</sup>The principal amount of and interest on the Abatement Bonds will be payable from Abatements levied pursuant to the City's Abatement Resolution. The above tax levy represents the five percent (5%) in excess of the amount needed to pay debt service on the Abatement Bonds.

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

I, being the duly qualified and acting City Clerk of the City of Grand Rapids, Itasca County, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on August 12, 2019 with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City's General Obligation Bonds, Series 2019A, in the original aggregate principal amount of \$1,585,000.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2019.

City Clerk City of Grand Rapids, Minnesota

(SEAL)

## S&P Global Ratings

## RatingsDirect®

#### Summary:

## Grand Rapids, Minnesota; General **Obligation**

#### **Primary Credit Analyst:**

Scott Nees, Chicago (1) 312-233-7064; scott.nees@spglobal.com

#### **Secondary Contact:**

Joseph Vodziak, Chicago + 1 312 233 7094; joseph.vodziak@spglobal.com

Table Of Contents

Rationale

Outlook

Related Research

#### Summary:

### Grand Rapids, Minnesota; General Obligation

#### **Credit Profile**

US\$1.585 mil GO bnds ser 2019A dtd 09/05/2019 due 02/01/2035

Long Term Rating AA-/Stable New

Grand Rapids GO rfdg bnds

Long Term Rating AA-/Stable Affirmed

Grand Rapids GO street reconstruction bnds ser 2017A dtd 09/07/2017 due 02/01/2033

Long Term Rating AA-/Stable Affirmed

#### Rationale

S&P Global Ratings assigned its 'AA-' rating to the city of Grand Rapids, Minn.'s series 2019A general obligation (GO) bonds. At the same time, S&P Global Ratings affirmed its 'AA-' rating on the city's existing GO debt. The outlook is stable.

The 2019A bonds are secured by the city's unlimited tax, full faith and credit GO pledge. Officials will use proceeds to finance street improvements and a trail project.

#### Credit summary

As the seat of northern Minnesota's Itasca County, Grand Rapids serves as a service center and economic hub for the surrounding region. Management reports that year-to-date permitting activity suggests that 2019 will be one of the strongest years in recent memory in terms of new development, and although the city has seen significant layoffs at two large area employers within the past two years, we understand that most of the job losses have already been absorbed and that top employers and taxpayers are otherwise stable. Grand Rapids' fiscal health is evident in its very strong reserves position--with an available general fund balance in excess of six months of spending at the close of fiscal 2018--and we expect that the city's forward-looking management will continue to monitor its finances and make adjustments to ensure it sustains a very strong financial position. Grand Rapids' debt profile is weak, although the city is amortizing its direct debt rapidly and its liability profile from pension and postretirement health care benefits remains manageable. Overall, we expect the city's credit profile to remain stable throughout the two-year outlook horizon. We will monitor the local economy and the city's liability profile for signs of downside pressure, while looking for sustainable improvements in these areas as potential sources of upside momentum should they materialize.

The 'AA-' rating reflects our view of the city's:

- Weak economy, with projected per capita effective buying income at 72.0% of the national level and market value per capita of \$78,458;
- Strong management, with good financial policies and practices under our Financial Management Assessment (FMA) methodology;

- Adequate budgetary performance, with a slight operating deficit in the general fund but an operating surplus at the total governmental fund level in fiscal 2018;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2018 of 56% of operating expenditures;
- Very strong liquidity, with total government available cash at 91.8% of total governmental fund expenditures and 4.4x governmental debt service, and access to external liquidity we consider strong;
- Weak debt and contingent liability profile, with debt service carrying charges at 21.0% of expenditures and net direct debt that is 120.0% of total governmental fund revenue, but rapid amortization, with 84.6% of debt scheduled to be retired in 10 years; and
- · Strong institutional framework score.

#### Weak economy

We consider Grand Rapids' economy weak. The city, with an estimated population of 11,204, is located in Itasca County. The city has a projected per capita effective buying income of 72.0% of the national level and per capita market value of \$78,458. Overall, the city's market value grew by 4.4% over the past year to \$879.0 million in 2019. The county unemployment rate was 5.4% in 2018.

About 80 miles northwest of Duluth, Grand Rapids is an economic hub for the surrounding area. The city has a mix of residential and commercial/industrial properties, which represent 51% and 47% of net tax capacity, respectively. Although the city's economic market value fell in 2017 due to changes in the state-applied sales ratio, there has been steady growth in the assessor's estimated market value and taxable value (TV), and the economic market value saw back-to-back increases of 2.3% and 4.4% in 2018 and 2019. Management reports that year-to-date permitting activity suggests one of the strongest economic development years in recent memory, with larger projects including multi-residential housing developments and the construction of two new elementary schools.

There is some concentration among the top 10 taxpayers, which account for 22.3% of net tax capacity. Blandin Paper Co. is the largest taxpayer (5.5%) and the fourth-largest employer (400 employees). The company announced in 2017 that it was planning to shut down one of its production lines and lay off 150 workers, although we understand that many of those laid off were eligible for early retirement and the city has not seen a marked uptick in unemployment as the result of the layoffs.

Enbridge Energy L.P. is the second-largest taxpayer (4.6%). The state sets its TV, and officials do not expect any near-term changes in valuations. We understand that the remaining larger taxpayers and employers are stable. Although we expect the local economic base to remain stable, we think the city's key economic variables are unlikely to improve significantly in the near term, particularly given the recent layoffs at Blandin and Magnetation, an iron ore mine just outside city limits that closed a few years ago.

#### Strong management

We view the city's management as strong, with good financial policies and practices under our FMA methodology, indicating financial practices exist in most areas, but that governance officials might not formalize or monitor all of them on a regular basis.

The city conducts line-by-line budgeting, relying on five years of historical information to determine trends. The

budget can be amended if needed, and the council receives quarterly budget-to-actual reports. Grand Rapids maintains a budget-plus-three-year financial forecast model. The city also annually updates its five-year capital improvement plan, which identifies projects by category as well as funding source. It has its own investment policy, but only reports holdings and performance annually in its financial statements. The city does not have a debt management policy. It has a formal fund balance policy and revenue stabilization policy, and is in compliance with both.

#### Adequate budgetary performance

Grand Rapids' budgetary performance is adequate, in our opinion. The city had slight deficit operating results in the general fund of 1.2% of expenditures, but a surplus result across all governmental funds of 19.2% in fiscal 2018.

We adjusted audited data to include recurring transfers out of the general fund as expenditures. We also adjusted total governmental fund expenditures downward to account for spending of bond proceeds and some cash on hand to fund nonrecurring projects and a bond refinancing in fiscal 2018.

The general fund has operated at a small deficit in each of the past two fiscal years, due to higher-than-expected public works costs in 2017 and a number of miscellaneous items, most notably a \$300,000 payment to the city's economic development authority for a loan to the local hospital, in 2018. Results were positive across governmental funds in fiscal 2018 after adjusting for the spending of bond proceeds and some cash-funded, non-recurring projects. Property taxes account for approximately 47% of general fund revenues, followed by intergovernmental revenue at 29%. We expect these revenue streams to remain stable over the next two fiscal years.

The fiscal 2019 budget is break-even, including only incremental changes over the prior year. Management reports revenues and expenditures are trending in line with the budget and does not expect any material change in fund balance across total governmental funds. We believe the city will maintain, at least, adequate budgetary performance over the next two fiscal years.

#### Very strong budgetary flexibility

Grand Rapids' budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2018 of 56% of operating expenditures, or \$5.1 million. We expect the available fund balance to remain above 30% of expenditures for the current and next fiscal years, which we view as a positive credit factor.

We include the city's committed general fund balance (\$714,000) as part of its available reserves because it is designated for budget stabilization. City policy requires that it maintain 10% of the prior year's revenues in its committed balance to mitigate the effects of an economic recession. The committed balance is currently under the 10% mark, but the city is increasing the balance annually per the formula determined in its policy.

In addition, Grand Rapids has a fund balance policy to maintain 50% of the following year's general fund property tax levy as unassigned fund balance for cash flow purposes. Given these city policies and historical reserve levels, we expect budgetary flexibility to remain very strong over the next two years.

#### Very strong liquidity

In our opinion, Grand Rapids' liquidity is very strong, with total government available cash at 91.8% of total governmental fund expenditures and 4.4x governmental debt service in 2018. In our view, the city has strong access to external liquidity if necessary.

In our calculation of the city's cash ratios, we removed just under \$1 million of unspent bond proceeds.

In our view, Grand Rapids has strong access to external liquidity if necessary, given its frequent issuances of GO bonds over the past 20 years. We do not consider the city's use of investments aggressive since it primarily invests in highly rated government securities, U.S. treasury notes, certificates of deposit, and mutual funds. We believe the city's liquidity profile will likely remain very strong.

#### Weak debt and contingent liability profile

In our view, Grand Rapids' debt and contingent liability profile is weak. Total governmental fund debt service is 21.0% of total governmental fund expenditures, and net direct debt is 120.0% of total governmental fund revenue. Approximately 84.6% of the direct debt is scheduled to be repaid within 10 years, which is, in our view, a positive credit factor.

We adjusted the city's debt burden to account for GO debt that is supported by the city's utilities. The Grand Rapids Public Utilities Commission is a component unit that issues separate financial statements. It has demonstrated debt service coverage of at least 1x over the past three audited fiscal years.

Grand Rapids plans to issue approximately \$1 million-\$2 million of debt annually for its street improvement projects. Management reports that within three-four years, the city will also consider issuing new money debt to support the renovations of its civic center, although the par amount of the prospective issuance will depend on the availability of state funding for the project. We note that the city's current debt burden is high compared with that of peers with similar economic characteristics, and although we expect its debt profile to remain stable, the rating could be pressured if the city were to take on significant new leverage beyond what we expect without seeing corresponding growth in the economic base sufficient to offset the increased liability, were it to materialize.

Grand Rapids' combined required pension and actual other postemployment benefits (OPEB) contributions totaled 3.5% of total governmental fund expenditures in 2018. The city made 101% of its annual required pension contribution in 2018.

The city participates in two cost-sharing, multiple-employer pension plans: the General Employees Retirement Fund (GERF) and the Public Employees Police and Fire Fund (PEPFF), which are administered by the Public Employees Retirement Association of Minnesota. Required pension contributions to these plans are determined by state statute. Statutory contribution rates have generally not kept pace with actuarially determined contribution (ADC) rates, indicating potential for future payment acceleration. The state recently passed pension legislation that will marginally increase contributions (for PEPFF only), reduce the investment rate of return to 7.5% (from 8%), and reduce some employee benefits (primarily cost-of-living adjustments). While we view these as positive changes for future plan funding levels, the lack of an actuarial funding policy remains a weakness in these plans. For more information about the reforms included in the 2018 omnibus retirement bill and the potential for future cost increases, see our bulletin, titled "Minnesota's New Pension Bill Is A Positive Step Toward Sustainable Funding," published June 7, 2018.

The GERF and PEPFF were 79.5% and 88.8% funded, respectively, in fiscal 2018, based on the plan level comprehensive annual financial reports. We calculate the city's proportionate share of the net pension liability for these plans at \$4.3 million in fiscal 2018, based on information from the plan comprehensive annual financial reports

(CAFRs) and the city's 2018 CAFR. Despite recent improvements, we consider historical plan funding levels somewhat weak, and we believe that the history of pension contributions below ADC increases the risk of payment acceleration. In addition, in our view, the plans' investment portfolios are exposed to significant market risk, as about three-quarters of plan assets are allocated to equities, which increases the risk for volatility in plan funding levels in a market downturn or recession. Despite these weaknesses, we believe the city has sufficient taxing and operational flexibility to manage future increases in pension contributions. However, in the future, if pension contributions absorb a larger share of the city's budget, our view of its debt and contingent liability profile could weaken.

The city also participates in the Grand Rapids Fire Department Relief Association, a single-employer, defined-benefit plan. In fiscal 2018, it paid the statutorily required \$5,000 into the plan, and state aid contributions were \$131,511. As of Dec. 31, 2018, the plan was overfunded with a net pension asset of \$948,156, assuming a 5.75% investment rate of return.

The city participates in a multiple-employer, defined-benefit OPEB plan that is funded on a pay-as-you-go basis. As of Jan. 1, 2018, the plan had a token unfunded liability of \$56,576.

#### Strong institutional framework

The institutional framework score for Minnesota cities with a population greater than 2,500 is strong.

#### Outlook

The stable outlook reflects our expectation that Grand Rapids' reserves will remain in alignment with the city's fund balance policy--requiring a reserve equal to 50% of the following year's tax levy, with an additional share committed for revenue stabilization--and that its operational health will remain intact, supported, in particular, by the city's forward-looking management and a range of institutionalized financial management policies that emphasize transparency and multi-year planning. Despite some weaknesses that we have noted in the local economy--which has seen two large rounds of layoffs among larger area employers in the past few years--and the city's weak debt profile, we believe that its fiscal strengths and management profile are sufficient enough offsets to allow it to sustain an overall credit profile consistent with that of peers at the current rating. We do not expect to change the rating in the two-year outlook horizon.

#### Downside scenario

We could lower the rating if the city's structural budgetary performance were to weaken, if key measures of economic health--particularly, per capita wealth and income measures--were to weaken, or if new money debt issuance were to significantly outpace growth in the city's economic base.

#### Upside scenario

If the city were to experience material improvement in economic indicators and tax base diversification, we could raise the rating.

#### Related Research

- 2018 Update Of Institutional Framework For U.S. Local Governments
- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Incorporating GASB 67 And 68: Evaluating Pension/OPEB Obligations Under Standard & Poor's U.S. Local Government GO Criteria, Sept. 2, 2015

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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#### CITY OF GRAND RAPIDS

#### Legislation Details (With Text)

File #: 19-0498 Version: 1 Name: GRFD NEW 115 Purchase

Type: Agenda Item Status: Fire

File created: 8/6/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider Purchase of a 2020 Rosenbaurer Fire Engine.

Sponsors:

Indexes:

Code sections:

Attachments: GRFD FIRE EQUIPMENT PURCHASE LIST

115 Equipment Bids0001 115 Equipment Bids0002 115 Equipment Bids0003 115 Equipment Bids0004 115 Equipment Bids0005 115 Equipment Bids0006 115 Equipment Bids0007 115 Equipment Bids0007

GRAND RAPIDS 2019 HGAC CONTRACT

GRAND RAPIDS 2019 URBAN INTERFACE BODY SPECIFICATIONS

GRAND RAPIDS MN (P7263-05) WB

P7263-06 Model (1)

R-MN Grand Rapids HV507 4x4 4dr 46000 GVWR

Date Ver. Action By Action Result

Consider Purchase of a 2020 Rosenbaurer Fire Engine.

#### **Background Information:**

The Fire Department is due to replace our existing #115 Engine. The existing fire engine #115 is a 1986 Ford Custom Pumper and is currently 33 years old. This truck was only originally designed to be a 20 year truck. With proper truck maintenance and the rotation of newer trucks, the Grand Rapids Fire Department was able to push the replacement past 30+ years. At a council session on April 9th, 2018, Council approved entering into a purchasing cooperative called Houston Galveston Area Council (HGAC) which streamlines the purchasing process.

The proposed price of the Fire Engine from the vendor does not include loose equipment required by either NFPA or OSHA standards such as hose, adapters, nozzles and appliances, fans, etc. The truck committee has determined that purchasing the required loose equipment items from multiple vendors is a more cost effective method than having the truck manufacturer solely provide these items for us; therefore, the committee is recommending that the loose equipment be purchased from the following vendors: Fastenal, M.E.S., E.R.S, Grand Forks Fire Equipment, E.M.C./Clareys, and L and M Supply for a total price of \$43,124.72. Sales tax is not applicable for these items.

The Truck Committee is proposing that we purchase the Rosenbaurer Heavy Duty EXT Side Mount Pumper and International 4 Door 4x4 Commercial Chassis from Rosenbaurer at a cost of \$556,380 and approve the full chassis progress payment upon its completion of \$131,300 which is included in the total amount of 556,380 through the HGAC

#### File #: 19-0498, Version: 1

purchasing format.

#### **Staff Recommendation:**

Approve the purchase of a 2020 Rosenbaurer Fire Engine from Rosenbaurer Minnesota LLC and associated loose equipment and allow the fire department to start advertising the sale of existing engine #115.

#### **Requested City Council Action**

Make a motion allowing for the purchase of a 2020 Rosenbaurer Heavy Duty EXT Side Mount Pumper and International 4 Door 4x4 Commercial Chassis and approve the full chassis progress payment upon its completion of 131,300 which is included in the total amount of \$556,380., and allow for the purchase of the required loose equipment for \$43,154.72 from the aforementioned vendors for a total project cost of \$599,504.72, plus any applicable shipping and allow the fire department to start advertising the sale of existing engine #115.

#### **GRFD FIRE EQUIPMENT PURCHASE LIST**

Vendor	Item	Qty	Unit Cost	Total
Fastenal	Pulaski	1	65.00	75.18
M.E.S.	Tempest battery	3	3734.40	11203.20
	blower			
M.E.S.	Hand line nozzle	3	1026.79	3080.37
E.R.S.	Low Level	1	412.21	412.21
	Strainer			
E.R.S.	1.75"	12	239.42	2873.04
	Hose			
E.R.S.	2.50"	4	308.83	1235.32
	Hose			
E.R.S.	3" Hose	6	210.00	1260.00
E.R.S.				
Grand Forks Fire	Flathead axe	1	40.00	40.00
Equipment				
Grand Forks Fire	Pickhead axe	1	42.00	42.00
Equipment				
Grand Forks Fire	6 Ft New York Hook	2	106.00	212.00
Equipment				
Grand Forks Fire	Streamlight	4	104.00	416.00
Equipment	Flashlights			
Grand Forks Fire	Colored Wands	4	4.85	19.40
Equipment				
Grand Forks Fire	5in1	1	232.00	232.00
Equipment	tool			
Grand Forks Fire	Traffic cone light	1	500.00	500.00
Equipment	kit			
Grand Forks Fire	P.A.C. Mounting		1000.00	1000.00
Equipment	Equip.			
E.M.C./Clareys	31" push/pull	1	8545.00	8545.00
	ram			
E.M.C./Clareys	22-54 Telescoping	1	9625.00	9625.00
	ram			
E.M.C./Clareys	31"ram accessories	1	1615.00	1615.00
	kit			
L and M Supply	Chainsaw	1	769.00	769.00



# **FASTENAL**°

#### Price Quotation CONFIDENTIAL

CITY OF GRAND RAPIDS FIRE DEPARTMEN

18 NE 5TH ST.

Grand Rapids, MN 55744

ATTN: Rob Rima

Phone: 218-259-0792

Fax:

Account #:

**GRMN0408** 

Quote #:

74987

Job #:

Due Date:

**Expiration Date:** 

09/5/2019

PO #:

Part#

Customer Part #

Description

Quantity

Price/C

**Extended Price** 

0225258

36"3.5#FbglPulaskiAx

1

\$6,500.0000

\$65.00

**USD Subtotal:** 

\$65.00

Shipping & Handling:

\$10.18

**USD Total:** 

\$75.18

Thank you,

**FASTENAL** 1340 East Hwy 169

Grand Rapids, MN 55744 Phone: (218)327-5465

Fax: (218)327-5490

E-mail: MNGRA@stores.fastenal.com



\*Shipping & Handling charges are subject to change.



1900 East Military Avenue Suite 276 Fremont, NE 68025

#### Quote

Date Quote # 07/16/2019 QT1280982

Expires
Sales Rep

08/15/2019 Sarff, Anthony

PO#

Shipping Method

FedEx Ground

0.00 \$20,474.44

**Bill To** 

GRAND RAPIDS FIRE DEPT. 420 NORTH POKEGAMA AVENUE GRAND RAPIDS MN 55744 United States Ship To

GRAND RAPIDS FIRE DEPARTMENT 18 NORTH EAST 5TH STREET GRAND RAPIDS MN 55744 United States

	Item	Alt. Item#	Units	Description	QTY	Unit Sales Pri	Amount
1980	910-1820			Tempest VS-1 battery-driven blower w/ 1-Battery, 1-Charger, & 1-Shoulder Carrying Strap	3	3.29	11,203.20
	FAY-6			6# Flat Axe (Yellow) 36" Handle	1	40.67	40.67
١	PAY-6			6# Pick Axe (Yellow) 36" Handle	1	42.89	42.89
	NYFG-6			New York Hook Fiberglass with Ash Core Super 6 foot	2	102.41	204.82
	MATEX HOSE	DP18CCY-50		DP18CCY-50-ARN Custom MATEX HOSE 1.88" CC Yellow X 50' ALUM NH With Grand Rapids and #### Stenciled	12	224.00	2,688.00
	MATEX HOSE	DP25CC-50-A		DP25CC-50-ARN Custom MATEX HOSE 2.5" CC X 50' ALUM NH With Grand Rapids and ### Stenciled	4	303.57	1,214.28
	DP30Y-50-ARN			3" DJ Yellow Rubber Liner Grand Rapids and ### Stenciled	6	188.10	1,128.60
٠	22519			SAFETY WAND ASSY YELLOW	4	4.85	19.40
l	20702			SL-20L with 12V DC NiMH	4	110.00	440.00
	LL60-P07-P18-			Low Level Strainer w/Jet Siphon & Screen 6" NST LH - Fire Engine Red and Black	1	( a 1)	412.21
	TFT Nozzies	FTS200PS		FTS200PS Custom TFT Nozzles THUNDERFOG W/GRIP 1.5"F 30-200 GPM @ 100 PSI SPINNING TEETH	3	1,026.79	3,080.37
		Rejo		13 13 13 13 13 13 13 13 13 13 13 13 13 1	G		

This Quotation is subject to any applicable sales tax and shipping & handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current local tax information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



#### **EMERGENCY RESPONSE SOLUTIONS**

4817 Viking Blvd NE East Bethel, MN 55092 651-464-1010

### Quote

Date	Estimate #
7/23/2019	4508

Name / Address

City of Grand Rapids Attn: Accounts Payable 420 N Pokegama Ave Grand Rapids, MN 55744

Project

Item	Description	Qty		Rate	Total
	GRAND RAPIDS FIRE DEPARTMENT LOOSE EQUIPMENT INFORMATION AND PRICING:				
FHU FA-6	Fire Hooks Unlimited Flat Head Axe, 6 lbs. w/ 36"		1	55.00	55.00
FHU FAP-6	Yellow Fiberglass Handle Fire Hooks Unlimited Pick Head Axe, 6 lbs. w/ 36"		1	60.00	60.00
FHU NY-6	Yellow Fiberglass Handle Fire Hooks Unlimited New Yorker Pike Pole, 6ft Length, Solid White Ash Core Handle		2	84.00	168.00
<b>229</b> DP17-1000 m	Key Fire Hose COMBAT READY, Double Jacket Attack Hose w/ One-Piece Extruded Through-the-Weave Nitrile/PVC Inner Liner that Reduces Friction Loss, High		12	239.42	2,873.04
**************************************	Kink Resistance, and NH Threaded Aluminum Couplings, 1 3/4" X 50', Yellow in Color, Made in USA, 10 Year Warranty Key Fire Hose COMBAT READY, Double Jacket Attack Hose w/ One-Piece Extruded Through-the-Weave Nitrile/PVC Inner Liner that Reduces Friction Loss, High		4	308.83	1,235.32
##EY=DF30-800-E#	Kink Resistance, and NH Threaded Aluminum Couplings, 2 1/2" X 50', Yellow in Color, Made in USA, 10 Year Warranty		6	210.00	1,260.00
	*ALL HOSE TO BE CUSTOM STENCILED: "GRFD XXXX" @ \$N/C*  **ALTERNATE COLORS OF HOSE AVAILABLE UPON REQUEST @ \$N/C**			5368	
Ouote Valid for 30	Days		 Tota	1	<u> </u>



## Quotation

TO Grand Rapids Fire Department Attn: Rob

Salesperson	Job	Date	
Dennis	Truck Equipment	7/17/19	No. 1 to 1 mark to 10 percent of 100 to 100
Qty	Description	Unit Price	Line Total
	6lb Pickhead Axe with Fiberglass Handle	\$42.00	\$42.00
	6lb Flathead Axe with Fiberglass Handle	\$40.00	\$40.00
Å	Firehooks Unlimited All Purpose NYC Hook 6' D Handle	\$96.50	\$193.00
<b>*</b>	Or Firehoods Unlimited NY Hoof Hook 6' Steel Handle	\$106.00	\$212.00
12	Key Hose Combat Ready 1 ¾ Yellow	\$260.00	\$3120.00
4	Key Hose Combat 2 ½ Yellow	\$337.00	\$1348.00
3	Key Hose Eco 10 3" Yellow	\$224.00	\$672,00
3	Tempest VS1 Battery Fan with One Battery and Charger	\$4094.00	\$12282.00
	Streamlight Stinger Flashlight with Charger #75711	\$104.00	\$416.00
	Colored Wand Tips for the Stinger Flashlight (choose color)	\$4.85	\$19.40
1	Akron TurboJet 1 ½ Nozzle 95-200 GPM Pistol Grip Model 1723	\$938.00	\$938.00
1 .	Akron TurboJet 2 ½ Nozzle Adj. Gallon 250 GPM Pistol Grip Model 1733	\$1008.00	\$1008.00
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			The state of the s

7<sup>3</sup>9

10,319.55

Thank you for your business!

Dennis Bittmann, Grand Forks Fire Equipment

218-791-1821



Quotation

TO Grand Rapids Fire Department Attn: Rob

Salesperson	Job	Date	
Dennis	Truck Equipment	7/17/19	
		Unit Price	Line Total
Qty	Description	Unit Price	Line rotal
	Flashlight Option		
	1 tashigit Option		
4	Bayco NSP-1170 Safety Light / Flashlight Combo Kit		
	https://www.baycoproducts.com/product/safety-lights/item/nsp-1170-k01	1 -	
±	Nozzle Options		
. 1	Task Force Tips GForce Nozzle	\$550.00	\$550.00
	1.5" and 2.5" Pistol Grip Adjustable Gallonage		
	30-150 GPM on both nozzles		
	https://www.tft.com/product/g-force-1-5-f-valve-w-grip-18263		
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33,184.92 (40,63.72)

## **EMERGENCY RESPONSE SOLUTIONS**

4817 Viking Blvd NE East Bethel, MN 55092 651-464-1010

# Quote

Date	Estimate #
7/23/2019	4508

Name / Address

City of Grand Rapids
Attn: Accounts Payable
420 N Pokegama Ave
Grand Rapids, MN 55744

Project

Item	Description	Qty	Rate	Total
KOC LL60-P07-P	Kochek 6" Swiveling Long Handle NH Female Threaded Low Level Strainer w/ Jet Siphon and Internal Screen. Fire Engine Red and Black Powdercoat Finish	1	571.60	571.60
ELK 02XD200F-0	Elkhart Brass Select-O-Matic XD Handline Nozzle w/ Spinning Teeth and Pistol Grip, 1 1/2" NH Female Threaded Swiveling Inlet, 60 to 200 GPM @ 75 psi Operating Pressure (Orange in Color Bale Handle, Bumper, and Pistol Grip Insert) *Custom Laser Etching Available Upon Request @ \$N/C*	3	843.34	2,530.02
SVI V18-BD-09	SuperVac Space Saver V18-BD, 18" Variable Speed 9.0Ah DeWalt Li-Ion Battery Powered (w/ Shore Line Option) PPV Fan (10,840 cfm Output) Includes: - (6) Point Polymer Blades - Precision Spun Steel Shroud - Curved Folding Handle - Compact Roll Cage Aluminum Frame - Flat Proof Tires	3	4,272.00	12,816.00
	- (5) Position Tilt Plate - Stream Shaper Guard - (2) 9.0 Ah DeWalt Battery - (2) 115V AC Fast Charger - Added Shore Power Option (120V-AC) - (5) Year Product Component Warranty- (3) Motor/Battery Warranty (25.75" H x 25.75" W x 11.75" D, 46 lbs. w/ Batteries).			
STR 25310	Streamlight SL-20LP® Flashlight (Only) w/ Nylon Polymer lightweight housing, Orange in Color. *Charger Sold Separately*	5	72.99	364.95
Quote Valid for 30 I	Days	Tota	I	

## **EMERGENCY RESPONSE SOLUTIONS**

4817 Viking Blvd NE East Bethel, MN 55092 651-464-1010

# Quote

Date	Estimate #
7/23/2019	4508

Name / Address

City of Grand Rapids Attn: Accounts Payable 420 N Pokegama Ave Grand Rapids, MN 55744

Project

Item	Description	Qty	Rate	Total
STR 22511 STR 21400	Streamlight Red Safety Wand Cone Accessory for SL-20 Series Flashlight *SL-20 Series Flashlights Sold Separately* Streamlight (5) Unit Bank Charger (Only), 120V AC Power Supply for SL Series Flashlights *SL Series Flashlights Sold Separately*	1	6.62 256.87	33.10 256.87
	***THIS QUOTE DOES NOT INCLUDE THE COST OF ANY SHIPPING OR FREIGHT CHARGES***		·	
Quote Valid for 3	0 Days	То	tal	\$22,223.90



22824 West Winchester Dr

Channahon, IL 60410 USA

Phone: 815/467-8762 Fax: 815/467-8763

Bill To:

**CLAREY'S SAFETY EQUIPMENT** 1725 HIGHWAY 14 EAST **ROCHESTER, MN 55904** USA

Sales Order B57830

Order Date 07/22/19

Customer

**CLAREY** 

www.emcfire.com

Ship To:

**GRAND RAPIDS FIRE DEPT** 

## THIS IS A BID/ESTIMATE

Customer	Ship \	Ship Via F.O.B. Terms Purchase O		Purchase Ord	ler Number	Salesperson	Reference No.		
CLAREY	BESTV	VAY	ORIGIN	NET 30	DAYS	QUOTE FOR G		BSOL	
	Quantity		Item Number		Unit of Measure	Required Date	Un	it Price	Extended Price
Order	Ship	B.C	). Item Description	n			Discount %	Tax	
	0	ONSIT	ART.031.901 E 31" Push Pull	.2 I Ram E-Force∶	EACH 2.0 Comes with	07/22/19 1 1 battery	85	545.00 N	8545.00
1	0	ONSIT	ART.107.527 21"-36" Ram	.2 eForce 2.0. Co	EACH mes with 1 batt	07/22/19 ery	82	275.00 N	8275.00
	0	ONSIT	ART.107.834 E 22-54 Telesc	.2 opic Ram eFor	EACH ce 2.0 Comes v	07/22/19 with 1 battery	96	S25.00 N	9625.00
1	0	ONSIT	ART.011.130 E Angled V-Hea	.2 ad for eForce T	EACH hreaded (option	07/22/19 n for ram)	3	896.00 N	396.00
1	0	ONSIT	ART.011.130 E Angled V-Hea	.4 ad for eForce S	EACH lip Fit (option fo	07/22/19 or Ram)	3	896.00 N	396.00
1.	0 .	ONSIT		.1 /Pull Ram Kit w. " Push-Pull Rar		07/22/19 Box	16	615.00 N	1615.00
1 '	0	ONSIT	ART.105.409 Single Bay C	.7 harger 120Vac	EACH 28Vdc Free wit	07/22/19 th purchase)		0.00 N	0.00
1	0	ONSIT	ART.105.375 M28 Milwauk	i.5 ee 28v 5ah Bat	EACH tery (SPARE B	07/22/19 ATTERY)		0.00 N	0.00
1	0	ONSIT	FREIGHT Freight Will B	se Billed Once (	Order has Shipp	07/22/19 ped		0.00 N	0.00
RECEIPT ( NO RETUR MOTOR FR	OF GOODS RNS ACCE REIGHT WI	RETU PTED V	GES OR ADJUSTMI RNS MAY BE SUB. WITHOUT OUR AUT ADDED SEPARATE WILL BE INVOICED	JECT TO REST HORIZATION LY IF NOT SHO	OCKING FEE	INVOICE	DM		
							xable Subtotal e Subtotal		28852.00 0.00 0.00
						Total O	rder		28852.00

Print Date: 07/22/19 10:57 AM

**Customer Original** 

Page 1



To: City of Grand Rapids 420 North Pokegama Ave Grand Rapids, MN 55744

**Ref: HGAC Contract FS12-17** 

We hereby propose and agree to furnish, after your acceptance of this proposal and the proper execution by the City of Grand Rapids, MN, hereinafter called the BUYER and an officer of Rosenbauer Minnesota LLC, Wyoming MN a division subsidiary of Rosenbauer America, hereinafter called the COMPANY, the following apparatus and equipment:

Date: 07-16-19

Rosenbauer Heavy Duty EXT Side Mount Pumper Body \$407,580.00 International 4 Door 4x4 Commercial Chassis \$131,300.00\*\* **Equipment Allowance** \$ 17,500.00 TOTAL ... \$556,380.00\*\*

#### Five Hundred Fifty Six Thousand Three Hundred Eighty Dollars and 00/100.

All of which are to be built in accordance with the specifications and drawing attached which are made a part of this agreement and contract. Total contract price includes required HGAC inter-local agreement fee. No other taxes or fees apply.

\*\*Chassis portion progress payment will be due upon its completion or additional finance charges will apply.

Delivery: The estimated completion time for the completed apparatus, is to be made by 360-395 calendar days after receipt of and approval of this contract duly executed. The quoted delivery time is based upon our receipt of the specified materials required to produce the apparatus in a timely manner. The Company can not be held responsible for delays due to Acts of God, Labor Strikes, or Changes in Governmental Regulations that result in delayed delivery to our manufacturing facilities of these specified materials. This delivery estimate is based on the Company receiving complete and accurate paperwork from the Buyer and that no major changes take place during pre-construction, mid point inspections or final inspections. Changes required or requested by the Buyer after the completed pre-construction process will be cause for a notification of an increase in the number of days required to build said apparatus.

Payment Terms: Final payment for the apparatus shall be made at time of final inspection and pick up of the completed vehicle. It is the responsibility of the Buyer to have full payment ready when the apparatus is complete and ready to pick up. If payment is delayed or delivery is delayed pending payment, a daily finance and storage fee may apply. Upon pick up of the apparatus by the Buyer, Buyer agrees to provide all liability and physical damage insurance. It is further agreed that if on delivery and test, any defects should develop, the Company shall be given reasonable time to correct same.

The amount in this proposal shall remain firm for 30 days.

Respectfully submitted,

#### BUYER

We accept the above Proposal and enter into contract with signature below.
CITY OF GRAND RAPIDS, MN
Title
Date
After company receipt of this document signed by the Buyer, the document will be reviewed and upon approval, countersigned by the Company putting the document in force.
ROSENBAUER MINNESOTA LLC.
Title

Date

## QUOTATION

# General Safety Fire Apparatus

GRAND RAPIDS URBAN INTERFACE BODY SPECIFIC

 Exp. Date:
 08/08/2019

 Quote No:
 10215-0025

 Job/Order No:
 P9333

07/08/2019	, F933	<b></b>	Page 1
PART NO	S	QTY	DESCRIPTION
00-00-1300 00-00-1499 00-00-1510	S <	1 1 > 1	Fire Department Name Overall Height Restriction, NONE MAXIMUM OVERALL LENGTH 33' 10" >>The maximum length of the apparatus shall not exceed 33' 10".
00-00-1519 00-00-1529 00-00-1539 00-00-1549 00-00-1610 00-12-1100 01-06-0560	<	1 1 1 1 1 1 1 1	Overall Width Restriction, NONE Wheelbase Restriction, NONE Angle of Approach, NFPA Minimum, 8 Degrees Angle of Departure, NFPA Minimum, 8 Degrees NFPA Equipment Allowances NFPA Pumper Equipment Allowance 2500# Financial Stability Response Electronic Stability Control —Supplied with the International chassis.
02-03-0100 01-16-0150 01-19-0460 01-19-2450 01-20-0360 01-21-0150 01-17-0750 02-14-6250 01-33-3300 01-33-5400		1 1 1 1 1 1 1 1 1	Quality Control (ISO Compliance)  == EXT Pmpr/Tnkr Warranties-BR - 22.019 02/18/19 ==    Warranty, Apparatus, Body Warranty, 1 Year   Warranty, Bdy, Alum, Life-Time, Transferable   Warranty, Subframe, Lifetime Alum, Transferable   Warranty, Paint, PPG, 10 Years, EXT   Warranty, Lettering and Striping, 1 Year   Pump Warranty, Waterous, 5 Years  PImbg Warranty, Stnls Stl, 10 Years   Mnls, Bdy Complete, CD Compact Disc Version   Mnls, Elec, As Built Bdy, CD Compact Disc Version
50-07-1000 50-10-2000		> 1	Elecal, Base, Standard, W/O Load Mgmt   High Idle System
55-11-1301		> 1	Dr Open/Hazard Wrn Lt, Flashing LED, Red, Clear Lens, Whelen TIR3
50-12-2300		> 1	Swtch Console, Btwn Front Seats, Cmmrcl, EXT, International
50-15-1100 50-15-3200	S <	1	Batteries, With Supl'd Chs Battery Swtch, Mstr Disconnect, Bdybldr Sppld PUSH BUTTON START -RMN is to convert IHC chassis to push button start versus keyed or toggled ignition switch. This has been approved between JV and engineering.
50-15-7800	<	1	Battery Chrgr/Comp, KUSS, Pump Plus 1200 52-05-1100  —The battery condition indicator is to be mounted in the driver's step area, adjacent to the shore power inlet.

07/08/2019				Page 2
PART NO	S	QTY	DESCRIPTION	
50-16-1100		1	Display, Bar Graph, Sngl Battery Bank 091-199-001	
50-20-1210		1	Shore Power Inlet, 120V, MnI	
50-20-1120		1	Shore Power Inlet, Left Front Cab Dr	
50-20-2100		1	Shore Power Transfer Swtch, 120V, 30Amp	
50-41-6100	>		Air Horns (2) 24" Round Grover Stutter Tone	
50-41-8150		1	Air Horn Location (2) Recess Mounted, Inboard, 1 Ea Side	
50-43-1000		1	Air Horn Cottels	
50-43-2000		1	Air Horn Cntrl, Driver, Horn Ring, Air/Elec	
50-43-2300		1	Air Horn Cntrl, Officer, Sgle Dash Swtch	
51-00-2410	S <	2	12V Dual USB Power Outlet, 5V 2.1A Output, Rr Crew Cab Cabinet / Center	
31-00-2410	3 \	2	Console	
			-One (1) each mounted in the center console and the rear cabinet in the crew area.	
			One (1) each mounted in the center console and the real cabinet in the crew area.	
51-00-4000		2	Switched Power, Thru Master	
51-05-6200		1	Lt, Engine Cmpt, 12 Volt LED, w/Switch	
51-05-9000		1	Switch on Light Head	
51-05-6400		2	Lt, Pump Cmpt, 12 Volt LED With Swtch	
51-05-9000		2	Switch on Light Head	
		_		
51-20-3100	>	1	Fldlt, Mntg Lctn, Front Edge Of Cab Roof	
51-15-4186	<	1	Fldlt, Fire Research, Spectra SPA800-Q28, 28,000 Lmns, Contour Brow Mnt	
			Black bezel	
54-15-6002		1	Scene Lt Swtch , Front Scene Lts, Cab Switch Panel	
52-01-1210	>	1	Back Up Alarm, EXT	
52-02-1150	>	1	Back Up Camera, ASA, Color	
52-03-1210	< >	1	Map Lt, Federal 18", LED, LF18ES-LED, End Mount, On/Off Switch Control	
			Mounted on the cab dash, officer side.	
		_		
52-05-1100		2	Defogger Fan, Front Cab	
52-07-1210	>		HeadLt Flasher, Multimode Programmable, Whelen UHF2150A	
52-10-2200	>		Intercom System, David Clark, 3800 Series	
52-10-2206		1	Master Station, David Clark U3800	
52-10-2208		1	Headset, PTT & Intercom, David Clark (H3442) (Driver)	
52-10-2210		1	Headset, PTT & Intercom, David Clark (H3442) (Officer)	
52-10-2212 52-10-6110		2	Headset, Intercom Only, David Clark (H3442)	
51-00-1700		1	Radio, Cstmer Supl'd, Installation w/Interface   12V Power/Ground, 30A, Radio Lctn	
1		1 1		
51-00-4000 52-15-1600		1	Switched Power, Thru Master   Radio Spkr, Fire, Supply/Install, Ea	
52-15-1000	>	1	Radio Spki, Fire, Supply/fistall, Ea   Radio Antenna Base, Supply and Install, Ea	
02-10-1200		'	Tradio Antenna Dase, Supply and Install, La	
53-01-1200		1	Marker Lts, LED, DOT Requirements	
53-01-1200		1	License Plate Brkt, Cast Prdts, LP0005-1-C w/ LED Lt	
53-03-0065		1	Whelen Rr DOT LED Ltng Pkg M6	
53-03-2750		1	Tail/Brake Lts, Whelen, LED, M6 (Pair)	
53-04-2750		1	Turn Signals, Whelen, LED w/ Arrow, M6 (Pair)	
53-06-3550		1	Backup Lts, Whelen, LED, M6 (Pair)	
53-07-1210	S <	1	Tail Lt Bezel, 4 Lts, Whln M6 (Pair), ABS Black	
			Black quad bezel.	
1				
53-05-1800		1	Turn Signals, Mid Bdy, LED Marker Lt (Pair)	
54-02-1520		1	Ground Lts, Cab, 4-Dr, LED, Whelen 3SC0CDCR Four	
54-03-1220		1	Ground Lts, Pump Panel, LED, Pr Whelen 3SC0CDCR	
54-03-1420		1	Ground Lts, Mid Body, LED, Whelen 3SC0CDCR, Pair	
54-03-1620		1	Ground Lts, Rr Step, LED, Whelen 3SC0CDCR, Pair	
54-03-1820		1	Ground Lts, Bhnd Rr Wheels, LED, Whelen 3SC0CDCR, Pair	
54-04-1999		1	Lt Swtch , Ground Lts w/ Park Brake	

07/08/2019				Page 3
PART NO	S Q	ΣΤΥ	DESCRIPTION	
54-10-1450	<	1	Step Lt, Rr Tailboard, LED, Ea To light the lower portion of the access ladder and tailboard.	
54-11-2100 54-15-4602 54-15-5300 54-15-5400 54-15-5500 54-15-5600 54-15-1290	> S <>	1 4 1 1 1 1 2	Lt Swtch , Step/Wlkwy Lts Wired Park Brake Swtch Scene Lt, Fire Research, Spectra, LED SPA260-Q15, Blk, Surface Mount   Scene Lt Lctn, Left Side of Pump Enclsr   Scene Lt Lctn, Right Side of Pump Enclsr   Scene Lt Lctn, Left Side Of Bdy   Scene Lt Lctn, Right Side Of Bdy   Scene Lt, Whelen, M9LZC LED, w/Blk Bezel >>Black bezels	
54-15-5700 54-15-6470 54-15-6570 54-15-6670 54-15-6700 56-01-1700 56-02-1600 56-02-1650 56-03-1200 56-06-0600	> S <>	2 1 1 1 1 1 1 1	Scene Lt Lctn, Rr Of Bdy   3-Way Cntrl Swtch, Left Scene Lts, Cab Dash/Pmp Pnl   3-Way Cntrl Swtch, Right Scene Lts, Cab Dash/Pmp Pnl   3-Way Cntrl Swtch, Rr Scene Lts, Cab Dash/Pmp Pnl   Scene Lt Swtch, Rr Scene Lts, Auto w/ Reverse Siren, Elect, Whelen 295HFS2   Spkr, F-S Dynamax, ES100C 100 Watt   Spkr Grille, Stnls Stl, "R"   Spkr Lctn, Bumper, Rcsd, Left Side Siren, F-S, Q2B, Mech, Bumper, Fully Rcsd, Right Side -The Q2B is to be fully recessed to insure the max overall length is metThe Q2B is to only be active when the e-Master warning light switch is on.	
56-07-1300 56-07-1400 56-07-1200 57-02-1210	S <>	1 1 1 1	Siren Cntrl, F-S, Q2B, Driver's Side Foot Swtch   Siren Cntrl, F-S, Q2B, Officer's Side Foot Swtch   Siren Brake, F-S, Q2B, Officer's Side   Lt Bar, Whelen, Ultra Freedom IV, #F4N0VLED, LED, 60" Lightbar is to be fully populated at front corners and front facing pods. Each front corner is to have Red LED's. Forward facing LED lights from driver side to officer side: RRWRRRWRR.	
57-08-1210	>	1	Trffc Emttr, GTT Opticom, Roof Mntd, 492H High-Priority, Wired to Park	
57-10-0600 58-71-1770 57-20-1400 57-20-1401 58-01-2181 58-46-2100 57-20-1401 58-01-2181 58-61-2100 57-20-1400 57-20-1400 57-20-1401 58-01-2181		1 1 1 2 1 1 1 2 1 1 1 2 1	Brake    Lightbar Cntrl, with Master Warning Switch   Wrn Lts, Whelen, Upper Rr (2) M9 LED   Wrn Lt, Drvr, Whelen, M9, Red LED, Color Lens, Ea   Wrn Lt, Offcr, Whelen, M9, Red LED, Color Lens, Ea   Flange, Black, Wrn Lt, Whln, M9, Ea   Wrn Lts, Whelen, Upper Side Front (2) M9 LED   Wrn Lt, Drvr, Whelen, M9, Red LED, Color Lens, Ea   Wrn Lt, Offcr, Whelen, M9, Red LED, Color Lens, Ea   Flange, Black, Wrn Lt, Whln, M9, Ea   Wrn Lts, Whelen, Upper Side Rr (2) M9 LED   Wrn Lt, Drvr, Whelen, M9, Red LED, Color Lens, Ea   Wrn Lt, Offcr, Whelen, M9, Red LED, Color Lens, Ea   Flange, Black, Wrn Lt, Whln, M9, Ea  CAB WARNING LTS	
58-03-2000 57-20-1200 57-20-1201 58-01-2141		1 1 1 2	Wrn Lts, Whelen, Low Frnt, (2) M6 LED   Wrn Lt, Drvr, Whelen, M6, Red LED, Color Lens, Ea   Wrn Lt, Offcr, Whelen, M6, Red LED, Color Lens, Ea   Flange, Black, Wrn Lt, Whln, M6, Ea	
58-09-2000 57-20-1200 57-20-1201 58-01-2141		1 1 1 2	Wrn Lts, Whelen, Intrsct (2) M6 LED   Wrn Lt, Drvr, Whelen, M6, Red LED, Color Lens, Ea   Wrn Lt, Offcr, Whelen, M6, Red LED, Color Lens, Ea   Flange, Black, Wrn Lt, Whln, M6, Ea	

07/08/2019				Page 4
PART NO			QTY	DESCRIPTION
58-26-2000			1	Wrn Lts, Whelen, Low Mid Bdy (2) M6 LED
57-20-1200			i	Wrn Lt, Drvr, Whelen, M6, Red LED, Color Lens, Ea
57-20-120			i	Wrn Lt, Offcr, Whelen, M6, Red LED, Color Lens, Ea
58-01-214			2	Vin Et, Oner, Whelen, Mo, Ned LEB, Odlor Lens, La   Flange, Black, Wrn Lt, Whin, M6, Ea
58-36-2400		< >		Flange, Black, Will Lt, Willin, Mo, Ea   Wrn Lts, Whelen, Low Rr Side (2) M2 LED, in Rub Rail
00-30-240	J	< /	' )	
			J	Will only fit in EXT rub rail WITHOUT bezel
== 100			- 1	
57-20-1000			1	Wrn Lt, Drvr, Whelen, M2, Red LED, Color Lens, Ea
57-20-100			1	Wrn Lt, Offcr, Whelen, M2, Red LED, Color Lens, Ea
58-81-2000			1	Wrn Lts, Whelen, Low Rr (2) M6 LED
57-20-1200	0		1 /	Wrn Lt, Drvr, Whelen, Mô, Red LED, Color Lens, Ea
57-20-120			1 !	Wrn Lt, Offcr, Whelen, M6, Red LED, Color Lens, Ea
	•		1	, , , , , , , , , , , , , , , , , , ,
58-91-1900	n	<	1	Traffic Arrow Lt, Whelen, 34" Linear-LED, TANF65
30 01 122	,	•	. 1	Control head mounted in the center console.
			1	Control flead filounted in the center console.
0E 1300	^		1	TO A LIAME OWNER AND DED.
58-95-1300	J			Traffic Arrow Lt Mntg, Surface Mt, Rr Bdy
				== EXT SA Pmpr/Tnkr Chassis Modifictns - 22.019 02/18/19 ==
10-01-1100	<b>o</b>	>	1 )	Vehicle Dimensions, Sngl Axle
			1	
10-02-1100			1 !	Label, Data, Fluid Levels
10-02-1200				Label, Data, Height x Length, Weight
10-02-1300				Label, Data, "No Ride" Rr Step
10-02-1400				Label, Data, Tire Pressure
10-02-1400				Label, Indicating Number of Seats
10-02-2100				
10-02-2000	J		' )	Label, "Caution: Do Not Wear Helmet While Seated"
			1	
				l
10-05-9220				Tow Eyes 3" Painted Below - Forward (pair)
10-03-6020		>	1	Tow Plates (2), Rr Frame Rail, Under Step, 3/4"x3"ID
80-43-2400	0		1	Painting, Tow Plates, Blk
			1	
10-04-0430	n		1	Front Bumpers, 4000, Max Force 12"H, Max Force Wings
10-05-4324			- il	Frnt Bmpr, 4000, Max Force 12"H, T/P Apron, M/F Wings, 24" Extnsn
10-03-452			1	Thit Brillipi, 4000, Max Force 12 H, 17F Aproll, W/I Willigs, 24 Extrisit
10-04-2390			<u> </u>	
			11	Bumper Compt Door, Alum T/P, Raised Style
10-04-3460	J		1.)	Bumper Compt Door Gas Shock
10-06-1110				Whl Trim, S/S Hub/Lug Cvrs, Front/Rr, Sngl Axle
10-06-1700	ט	<		Indicator, Tire Pressure, PressuerPro TPMS, Sngl Axle
			1	>>Pressure Pro Tire pressure monitoring system with display in cab.
			1	
10-07-0100	Ω		1	Exhaust Supplied With Chassis
10-07-1500			i	Exhaust Heat Shield, Under Bdy Compts
'			1	Extradoct four official, office. 22, 22p.c.
10-08-2100	n		1	Mud Flaps, Rr Whis, Bik, w/ Bdy
10 00 = 11	,		. 1	I vida i iapo, i il vivillo, biix, wi bay
10-10-0600	Λ	>	1	Cab Step Overlay, 4 Dr LH Side
10-10-0800				
		>		Cab Step Overlay, 4 Dr RH Side w/Compt
10-10-6000	0 S	<	1	Roll-out Battery Tray, 250# Alum, Under Cab Compt
			1	-The chassis supplied batteries are to be re-located to the officer side under cab
			1	compartment, mounted on a slide-out tray for easier access.
= ===				
10-12-6600	<b>o</b>	>	3	SCBA Brkt, Cab Seat, Bostrom Secure All
	_			
10-13-1200	0 S	<	1	
			1	There shall be a full height storage cabinet installed on the back wall of the interior cab
			J	and mounted on the IHC seat riser between the two rear outboard cab seats. The
			J	cabinet shall be constructed of smooth aluminum plate. The cabinet shall have minimum
			J	interior dimensions of 22" Wide x 22" Deep x Full Height.
			1	Theorem annother of all that it is a superior annother an
			,	

07/08/2019		Page 5
PART NO	S QTY	DESCRIPTION
		The cabinet shall be equipped with a roll-up door constructed of anodized aluminum.
		The cabinet shall be equipped with a foil-up door constructed of another artiful.
10-13-3540	•	Exterior Finish, Cabinet, To Match Cab Interior
10-13-3550		Interior Finish, Cabinet, Natural
10-13-3600		Shelf, Adjust, Crew Cab Cabinet
55-01-3280	•	Cmpt Lt, Wall, OSS Night Axe, 36" LED Tube Lt, (2) Ea Cmpt
55-06-1400	•	
10-13-4150	•	Binder Storage Module, Cab, Commercial Chassis, Rear of Console, Sngl 2"
10-13-3540		Exterior Finish, Cabinet, To Match Cab Interior
10-13-3550		
10-13-3330		1
	•	
20-25-1600	> '	
20-25-1520	> '	– Pump Flow Rtng, Waterous, CXK, 1250 GPM
22-24-1310		Intk, Gtd, 6" NST, 6" ELK Elec VIv, LH Side, Bhnd Pnl, UBEC1 Cntrl
21-01-2500		Drain/Bleeder, IC Lift-Up, MnI 1/4 Turn
22-40-5900	,	Adptr, LW Alum, 6"F x 5" Storz
22-41-7200	•	Cap, 5" Storz, LW Alum, Lckng, w/Chain or Cable
22-24-3310	•	Intk, Gtd, 6" NST, 6" ELK Elec VIv, UBEC1, RH Side, Bhnd Pnl, UBEC1 Cntrl
21-01-2500	•	Drain/Bleeder, IC Lift-Up, MnI 1/4 Turn
22-40-5900	,	Adptr, LW Alum, 6"F x 5" Storz
22-41-7200	•	
20-26-2200	•	Pump Seal, Mech, Waterous
20-26-2400	> '	– Pump Impeller, Waterous, Flame Plated Hubs
20-26-2600	•	Pump Anode, Waterous, Removable
20-26-3400		Pump Shift, Waterous, PTO, Pump and Roll
27-03-1800		Gauge, Dschg, Digital, In Cab, Pump and Roll
20-29-1200	> '	Primer, Trident Air Primer, Automatic
20-29-1250	•	Primer Control - Main Pump Rocker Switch
27-10-3500	> '	Pressure Gvrnr, FRC, In-Cntrl, w/Bdy, TGA400
	•	
24 00 2000		
21-00-2000		Screens/Anodes, Pump
21-00-3300	•	Piping, Stnls Stl - 1250 GPM & Up
21-01-0200	> '	Pump Drain, Master, Manifold, Push Pull Type
21-01-5500	•	Intk Manifold, Stnls Stl
21-01-6500		Dschg Manifold, Stnls Stl
21-01-7100	,	
		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
21-01-8100		Threads, National Hose (NST)
22-51-5110	> '	Tank-To-Pump, Water Tank, 3" Vlv/4" Piping, PTO/Crossmnt
22-50-0120	> '	Dual Tank to Pump Controls - Pump Operator's Panel & Chassis Cab
24-62-2320		Viv Mfger, ELK, (3"), Electric
22-55-5800		Intk Viv Cntrl, ELK, 3" Elec, UBEC1
23-02-1200		Tank Fill/Cooling Line, Water Tank, 1-1/2"
24-62-2220	•	VIv Mfger, ELK, (2"), Electric
22-55-5600	•	Intk VIv Cntrl, ELK, 2" Elec, UBEC1
20-30-3200		Pump Instln, Midship PTO, By Bdy Bldr
55 5255		
20 24 4000		Fire Duman Tooting Dumanay/Tonkors
20-31-1000	,	Fire Pump Testing - Pumpers/Tankers
20-31-1100	•	
20-31-1500	•	
20-31-3200		Dump-Relief VIv, Suction Side, ELK #40, NST
	,	
20-31-4110	_	Pump Cooler, Bypass-To-Tank, 3/8", IC Mini-Twist Handle
20-31-5110	S < '	No Heat Exchanger
		No heat exchanger is to be provided on the apparatus.
22-12-1100		Intk, Aux, Gtd, 2-1/2", NST, Left Side
21-01-2502		Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only
22-41-1100	S < '	Plug, 2-1/2", Chrome Rocker Lug, w/Chain
		With cable.

07/08/2019				Page 6
PART NO	S		QTY	DESCRIPTION
24-62-2250			1	Vlv Mfger, ELK (2-1/2"), Manual, Swing Type, Adjacent Control
22-55-5020			1	Intk VIv Cntrl, ELK, Mnl Swing Type-Adjacent
22-12-3100			1	Intk, Aux, Gtd, 2-1/2", NST, Right Side
21-01-2502 22-41-1100	s	_	1	Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only   Plug, 2-1/2", Chrome Rocker Lug, w/Cable
22-41-1100	3	_	'	
				With Cable.
24-62-2250			1	VIv Mfger, ELK (2-1/2"), Manual, Swing Type, Adjacent Control
22-55-5020			1	Intk VIv Cntrl, ELK, Mnl Swing Type-Adjacent
23-05-3100			1	Dschg, 2" x 1-1/2" Front LH Bumper, Swivel, NST Brass Swivel
21-01-2200			1	Drain/Bleeder, Class 1, Automatic
23-05-9100			1	Hose Connection, Frnt Bmpr, Inside Hosewell, Swivel
24-61-2220 24-54-3020			1 1	Vlv Mfger, ELK, (2"), Electric   Vlv Cntrl, ELK, 2" Elec UBEC2 Pres Mtr
27-03-9100			1	W Chin, Etk, 2
27 00 0100			•	Motor, 1 1000010, English, 1 Of
23-06-2200			1	Crosslay Dschgs, (2) 1-1/2", Over Pump Panel, NST 200 ft x1-3/4-in ea w/divider
21-01-2502			2	Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only
23-08-8100		<	4	Speedlay, 1-3/4", Removable Hose Tray, Alum w/Retaining Device
				Four (4) total, two (2) for the speedlay beds and two (2) spares.
				with hand hold cut-outs at each end.
24-61-2220			2	VIv Mfger, ELK, (2"), Electric
24-54-3020			2	VIv Cntrl, ELK, 2" Elec UBEC2 Pres Mtr
27-03-9100			2	Meter, Pressure, English, PSI
23-08-5019			1	Crosslay Dschgs, Over Pump Panel, Normal Height
23-09-4100			1	Dschg, 2-1/2", Left Side, Pump Panel, NST
21-01-2502			1	Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only
24-02-1200	s	_	1 1	Elbow, 2-1/2"F x 2-1/2" NST M, Chrome
24-03-1400	3		ı	Cap, 2-1/2", NST Chrome, Rocker Lug, w/Cable With cables.
				With Capies.
24-61-2270			1	VIv Mfger, ELK, (2-1/2"), Electric
24-54-3120			1	VIv Cntrl, ELK, 2-1/2" Elec UBEC2 Pres Mtr
27-03-9100			1	Meter, Pressure, English, PSI
23-10-4100			1	Dschg, 2-1/2", Right Side, Pump Panel, NST
21-01-2502			1	Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only
24-02-1200			1	Elbow, 2-1/2"F x 2-1/2" NST M, Chrome
24-03-1400	S	<	1	Cap, 2-1/2", NST Chrome, Rocker Lug, w/Cable
				With cable.
04.04.0070				
24-61-2270 24-54-3120			1 1	VIv Mfger, ELK, (2-1/2"), Electric   VIv Cntrl, ELK, 2-1/2" Elec UBEC2 Pres Mtr
27-03-9100			1	VW Chiti, EEK, 2-1/2 Elec OBEO2 Files With
23-10-5200			1	Dschg, 3" x 4"NST, Right Side, Pump Panel, NST
21-01-2502			1	Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn - Spec Only
24-02-2600			1	Elbow, LW Alum, 5" Storz x 4"F
24-03-2200		<	1	Cap, LW Alum, 5" Storz, w/Cable
				With cable.
24-61-2320			1	VIv Mfger, ELK, (3"), Electric
24-54-3220			1	VIv Cntrl, ELK, 3" Elec UBEC2 Pres Mtr
27-03-9100			1	Meter, Pressure, English, PSI
23-12-2200			1	Dschg, 2-1/2", Right Front Hosebed, NST
21-01-2202			1	Drain/Bleeder, Class 1, Automatic - Spec Only
24-61-2270			1	Vlv Mfger, ELK, (2-1/2"), Electric
24-54-3120 27-03-9100			1 1	VIv Cntrl, ELK, 2-1/2" Elec UBEC2 Pres Mtr   Meter, Pressure, English, PSI
21-03-3100			'	Ivictor, Friessure, Erigiish, FOI

07/08/2019				Page 7
PART NO	S	QTY	DESCRIPTION	
24-11-1100			Monitor Dschg, 2", Frnt Bmpr, Cab Cntrlled, NPT	
21-01-2200		2		
I				
24-17-2100		> 1	Mntr, TFT, Frnt Bmpr, Elec, No Nzl Y2-E84A	
24-17-2200		1	Mntr, TFT, Monitor Position Display Y4E-DISP	
24-17-2300		1	Mntr, TFT, Joystick, Cntrl Box, Cab w/ Vlv Y4E-JS	
24-18-6200		> 1	Nzl, TFT, Bumper Mntr, Elec, Adjustable GPM B-TOS-ER	
27-03-1900		> 1	- Gauge, Dschg, Class 1, Digital, Cab	
21-03-1900		_ '	Gauge, Distrig, Class 1, Digital, Cab	
24-30-5200		> 1	│	
24-31-2100		1	Hose Reel, Rwnd Cntrl, Weatherproof Push Button	
24-32-1200		1	- Dschg, Hose Reel, 1"	
I		1		
21-01-2500		!	Drain/Bleeder, IC Lift-Up, Mnl 1/4 Turn	
24-32-1700		1	Dschg, Hose Reel, Plmbd to Normal Pressure	
24-61-2170		1	VIv Mfger, ELK, (1-1/2"), Electric	
24-54-2920		1	VIv Cntrl, ELK, 1.5" Elec UBEC2 Pres Mtr	
27-03-9100				
		1	Meter, Pressure, English, PSI	
24-33-1600		1	Hose, Water, 800#, 1-in x 100-ft	
24-33-6100		1	Nzl, TFT, B-BGH, 1"	
24-33-8000		1	Nzl, Mtg, Hose Reel	
24-33-9100		1	Roller, Hose Reel, LH Side	
I				
27-37-3150		> 1	Air Blow Out, Hose Reel, Chassis Air, Mnl 1/4 Turn VIv	
25-06-3100		> 1	Foam Sys, F/PRO 2001, Cls A/B, 2.6G, 12V S105-2001	
25-20-1200		1	- Foam Plmbg, Sngl Class A Tank, 1" Mnl Vlv	
I	_	1		
25-21-1500	<	ı	Foam Tank, Intgrl Poly, 30 Gal, Class A	
			A "FOAM" label is to be supplied on the fill tower.	
25-22-9300		1	Foam Tank, UPF	
25-23-1000		1	Foam Tank Drain, 1" Gate VIv, Under Tank	
25-24-3000		> 1	Foam Pump, FoamPro, 12V Elec, Refill Transfer	
27-36-1100		1	Foam Tank Gauge, FRC TankVision Pro 300, Class A, Pump Panel	
			#WLA360-A00	
27-36-1300		1	Foam Tank Gauge, FRC TankVision, Class A, Mini, In-Cab,	
27-30-1300				
			#WLA265-A00	
25-19-9000		1	Foam System, NFPA #1901, Install Standards	
		1	== EXT Pmpr/Tnkr-Side Mount Pump Cmpt - 22.019 02/18/19 ==	
26-02-2200		> 1	Pump Enc, Side Mt, Extrd Alum, 40-49"W, Crslys	
		•	The arm and arms, are arms, are the state of	
1		_		
26-10-2100		1	Pump Enc Cmpt, SM, Dnnge Over Pump, Open	
26-30-1100		1	Rng Brd, LH Pump Panel, Alum T/P, SM	
26-30-3010	S <		Step, Slide-Out, Alum Grating, LH Pump Panel, Pin & Slot, EXT	
20-30-3010	5 \		, · · · · · · · · · · · · · · · · · · ·	
			>>With black Line-X coated cover.	
26-30-1150		1	Rng Brd, RH Pump Panel, Alum T/P, SM	
26-30-3110	S <	1	Step, Slide-Out, Alum Grating, RH Pump Panel, Pin & Slot, EXT	
20-30-3110	0 1	•		
			>>With black Line-X coated cover.	
26-31-1110		1	Gauge Panel, Upper LH, S/S, EXT	
26-31-1300		1	Pump Side Access Door, Upper RH, S/S	
		•	,,,,	
26-35-3210		4	Dump Panal Stale St. I H/DH SM EVT	
I		1	Pump Panel, Stnls Stl, LH/RH, SM, EXT	
26-35-1100		1	Pump Panel, Bltd, LH	
26-35-1150		1	Pump Panel, Recessed, Lower, LH, EXT	
26-35-1400		> 1	I :	
26-35-1250		1	Pump Panel, Recessed, Lower, RH, EXT	
26-36-1050		. 1		
20-30-1030		> 1	Side Mt Pump Panel, Pntd Roll Up Enclsr Door, LH Side	
L				

07/08/2019			Page 8
PART NO	S	QTY	DESCRIPTION
55-01-3395		1	Cmpt Lt, Wall, OSS Access, 62" LED Tube Lt, (2) Ea Cmpt
55-06-1400		1	- Cmpt Lt, Dr Swtch, Magnetic, Ea
26-36-2050			
		> 1	Side Mt Pump Panel, Pntd Roll Up Enclsr Door, RH Side
55-01-3395		1	Cmpt Lt, Wall, OSS Access, 62" LED Tube Lt, (2) Ea Cmpt
55-06-1400		1	Cmpt Lt, Dr Swtch, Magnetic, Ea
26-50-1200	S <	1	Espar Airtronic D4 Diesel Fired Heater, Pump Enc, w/Swtch on Pmp Oprt
20 00 1200	•	•	
			>>Espar Airtronic D4 Diesel fired pump compartment heater with switch on pump
			operators panel
26-50-3200		1	Heat Pan, Pump Enc, Midship, Slide Out Panel, Alum
26-50-4100			Gasket, Rubber, Pump Enc/Bdy Flex Joint
26-55-1100			Labels, Test Data and Safety Placards
26-55-2410		ı	Labels, IC Color Coded, EXT
26-56-1130		1	Pump Panel Lt, Midship LH, (3) Grote #01-61F8-70 Low Profile, LED
26-56-1230		1	Pump Panel Lt, Midship RH, (3) Grote #01-61F8-70 Low Profile, LED
26-56-2000			Pump Panel Lt (1), Actuated w/Pump Engagement
20-30-2000		•	Tump Faller Et (1), Actuated wir ump Engagement
07.04.4500			
27-01-1500		> 1	Mstr Gauges, IC, 4" PSI, Pr
27-01-4100		> 1	Gauge, Test Taps
27-35-1100		1	Water Tank Gauge, FRC, TankVision Pro 300, Pump Panel WLA300-A00
27-35-1300		1	Water Tank Gauge, FRC, TankVision, Mini, In-Cab
1			
27-35-6100	<	1	Water Tank Gauge, Whelen PS TANK2 LED, Level Lts, Pair, FRC
			Mounted one (1) each side at front of body
27-37-1100		1	Air Horn, Push Button, Pump Panel
2, 3, 1,00		, 1	
		1	== EXT HLHD / HRFD SA Pmpr/Tnkr - 22.019 02/18/19 ==
25-28-1580	S <	1	Water Tank, 900 Gal, Pmpr/Tnkr , Poly, Half-T Tank Left
			–900 gallon water tank.
25-42-1100		> 1	Water Tank, Base Specs, Poly
25-42-1200		1	Water Tank, Manufacturer, UPF, Poly
25-44-1700	<	1	Water Tank, Fill Tower, 10" x 10", EXT
			A "WATER" label is to be applied on the fill tower.
			··
25-50-1400		1	Water Tank Clean-out & Plug, 3"
29-00-2400		> 1	
		_	Hosebed, Pmpr, <168" L, HD, 71" Wide - EXT
29-10-1050		1	Hosebed, Grating, Extrd Alum, <168" Long - EXT
29-10-5020		1	Hosebed Storage Cpcty, EXT
29-10-5090		1	Hosebed, Strge Cpcty, 30 Cubic Feet, Minimum
29-10-5600		4	Hosebed, Strge Cpcty 2.5" DJ Hose (50-ft Lngth)
29-10-5700		6	
			Hosebed, Strge Cpcty 3" DJ Hose (50-ft Lngth)
29-10-6000		10	Hosebed, Strge Cpcty 5" LDH SJ Rubber (100-ft)
29-10-8150		2	Hosebed, Divider, 1/4" Alum, EXT
29-10-8550		1	Hosebed, Partition, Front of Hosebed, Greater than 48" - EXT
29-20-3550		1	Hosebed Cvr, Alum T/P, <168" L, 49-74" Wide - EXT
1		, l	
29-10-8160		1	(1) Main Hosebed Divider (Stationary)
29-20-6650		1	Mnl Operation, Hosebed Cvr, Alum T/P
29-20-7310	<	4	Hsbd Cvr Lts, Recess In Door, Auto Swtch, 4" Rnd Grote LED, Ea
			Mounted two (2) each on the underside of the hosebed covers.
29-20-7800		> 1	Rr Vinyl Flaps for Alum Cvr
29-20-5602		1	Vinyl Color, BLACK
30-00-0299		1	Raw Material Surcharge - Single Alxe
30-01-2000		1	Bdy Const - Rosenbauer EXT - SA Pmpr/Tnkr
30-01-2250		1	Electrolysis Corrosion Cntrl
		•	

07/08/2019					Page 9
PART NO	S		QTY	DESCRIPTION	
30-01-3210	S	<	1	Side Body Height, EXT-SA Pmpr/Tnkr, 89" The body height is to be 89".	
30-02-1920 44-05-1200 44-06-4320 30-10-1500 31-01-5050 31-01-5334 30-02-1600 30-02-1260 31-01-5300		>	1 1 1 1 1 1 7	Side Body Header, Alum, Pntd, Sngl Axle, EXT   Whl Well Panel, Alum, Pntd, Sngl Axle   Fenderette, Polished Stainless Steel, EXT   Sub-Frame, EXT, SA Pmpr/Tnkr 100" OAW, 12-26" Half Dpth/26" Full Dpth, HL/HR Pntd Roll Up Drs, Outside Cmpt, HL/HR, 168" Bdy   Drs, Roll-Up, Outside Cmpt, Specs, EXT   Dr Strap, EZ-Pull Down, Ea   Bdy, Rosenbauer EXT, Pmpr/Tnkr, 168"	
32-05-4079 32-05-6262	S	<	1 1	Cmpt Height, 79" High Left, High Side, RU Drs   L1 - Ahd Rr Whls-44" Full Ht Compt-Pntd Roll Up Outside Compt L1 compartment, 44" wide.	
44-40-1020 45-02-4100		<	2 1	Vents, Compts, Louvers (Ea)   Shelf, Adjust, Alum 3/16", EXT In the 12" upper area, just below the breaker box.	
45-30-1125 45-05-4100 45-30-1125 80-76-0110 45-19-1200		>	1 1 1 1	Turtle Tile, Shelves/Trays, 1/4 Depth, (each)   Slide Tray, 250#, Alum 3/16" (1/4 Dpth), EXT   Turtle Tile, Shelves/Trays, 1/4 Depth, (each)   Reflective Stripe, Red/White, Trays/Toolboards, Ea   Equipment Mounting Pnl, Rr Wall, 3/16 Aluminum Peg Board >>Aluminum pegboard on upper half (shallow portion) of back wall	
55-01-3390 55-06-1400 32-05-7053	s	<	1 1 1	Cmpt Lt, Wall, OSS Access, 54" LED Tube Lt, (2) Ea Cmpt   Cmpt Lt, Dr Swtch, Magnetic, Ea   L2 - Abv Rr Whls-60" Sngl Cmpt, No Hyd Rack-Pntd RU Outside Cmpt L2 compartment, 60" wide.	
44-40-1020 45-18-1800 80-76-0110 45-19-1200 55-01-3370 55-06-1400 32-05-8062	S	<	2 1 1 1 1 1	Vents, Compts, Louvers (Ea)   Tool Board, Swing Out, 250#, Alum Peg Board, EXT   Reflective Stripe, Red/White, Trays/Toolboards, Ea   Equipment Mounting Pnl, Rr Wall, 3/16 Aluminum Peg Board   Cmpt Lt, Wall, OSS Access, 30" LED Tube Lt, (2) Ea Cmpt   Cmpt Lt, Dr Swtch, Magnetic, Ea   L3 - Bhd Rr Whls-44" Full Ht Cmp-Pntd Roll Up Outside   L3 compartment, 44" wide.	
44-40-1020 45-02-4100		<	2 2	Vents, Compts, Louvers (Ea)   Shelf, Adjust, Alum 3/16", EXT Both in 12" deep upper area.	
45-30-1125 45-05-4100 45-30-1125 80-76-0110 55-01-3390 55-06-1400 32-06-4079 32-06-6262	s	>	2 1 1 1 1 1 1	Turtle Tile, Shelves/Trays, 1/4 Depth, (each)   Slide Tray, 250#, Alum 3/16" (1/4 Dpth), EXT   Turtle Tile, Shelves/Trays, 1/4 Depth, (each)   Reflective Stripe, Red/White, Trays/Toolboards, Ea   Cmpt Lt, Wall, OSS Access, 54" LED Tube Lt, (2) Ea Cmpt   Cmpt Lt, Dr Swtch, Magnetic, Ea   Cmpt Height, 79" High Right, High Side, RU Drs   R1 - Ahd Rr Whls-44" Full Ht Compt-Pntd Roll Up Outside ComptR1 compartment, 44" wide.	
44-40-1020 45-02-4100 45-30-1125 45-06-2100		>	2 1 1 1	Vents, Compts, Louvers (Ea)   Shelf, Adjust, Alum 3/16", EXT   Turtle Tile, Shelves/Trays, 1/4 Depth, (each)   Slide Tray, 500#, Alum 3/16" (1/4 Dpth), EXT	

07/08/2019				Page 10
PART NO	S		QTY	DESCRIPTION
45-30-1125			1	Turtle Tile, Shelves/Trays, 1/4 Depth, (each)
80-76-0110			1	
I				Reflective Stripe, Red/White, Trays/Toolboards, Ea
45-10-2100		>	1	Pull-Out Drop-Down Tray, 250# (1/4 Dpth), EXT
45-30-1125			1	Turtle Tile, Shelves/Trays, 1/4 Depth, (each)
80-76-0110			1	Reflective Stripe, Red/White, Trays/Toolboards, Ea
45-19-1200		<	1	Equipment Mounting Pnl, Rr Wall, 3/16 Aluminum Peg Board
10 10 1200		•	•	
				In the upper portion of the compartment (same height as the L1 pegboard panel).
55-01-3390			1	Cmpt Lt, Wall, OSS Access, 54" LED Tube Lt, (2) Ea Cmpt
55-06-1400			1	Cmpt Lt, Dr Swtch, Magnetic, Ea
32-06-7053	S	<	1	R2 - Abv Rr Whls-60" Sngl Compt w/o Hyd Rack-Pntd RU Outside Cmpt
102 00 7 000	U	•	'	
				R2 compartment, 60" wide.
1			_	
44-40-1020			2	Vents, Compts, Louvers (Ea)
45-10-2100		>	2	Pull-Out Drop-Down Tray, 250# (1/4 Dpth), EXT
45-30-1125			2	Turtle Tile, Shelves/Trays, 1/4 Depth, (each)
80-76-0110				
I			2	Reflective Stripe, Red/White, Trays/Toolboards, Ea
55-01-3370			1	Cmpt Lt, Wall, OSS Access, 30" LED Tube Lt, (2) Ea Cmpt
55-06-1400			1	Cmpt Lt, Dr Swtch, Magnetic, Ea
32-06-8062	S	<	1	R3 - Bhd Rr Whls-44" Full Ht Compt-Pntd Roll Up Outside Compt
02 00 0002	U	•	'	
				R3 compartment, 44" wide.
44-40-1020			2	Vents, Compts, Louvers (Ea)
45-02-4100		<	3	Shelf, Adjust, Alum 3/16", EXT
				-In the forward area.
				-iii tile loiward area.
1.5 00 1.05			_	
45-30-1125			3	Turtle Tile, Shelves/Trays, 1/4 Depth, (each)
45-15-1200		<	1	Divider, Vert, Bolt-In, 3/16" Alum
				Centered in the compartment.
				Contered in the compartment.
45 46 4400		_	2	L. Tard David, Dall Out, 500#, 2/40!! Aluma (4/4 Davids)
45-16-1100		<	2	Tool Board, Roll Out, 500#, 3/16" Alum (1/4 Depth)
				the adjustable tool boards are to be in the rearward area.
45-30-2000			1	Turtle Tile, Floor, Cmpt, Bhnd Rr Whls (1/4 depth)
55-01-3390			1	Cmpt Lt, Wall, OSS Access, 54" LED Tube Lt, (2) Ea Cmpt
<b>I</b>				
55-06-1400			1	Cmpt Lt, Dr Swtch, Magnetic, Ea
33-60-2100		>	1	Rr Bdy, Flat Back, EXT
32-08-5200			1	Rr Center Compt - Full Height Roll Up/Non Trans
44-40-1020			2	Vents, Compts, Louvers (Ea)
45-05-4100		< >	1	Slide Tray, 250#, Alum 3/16" (1/4 Dpth), EXT
+3-03-+100		` `	'	
				-The slide-out tray is to be sized so there is about 10" of open area in the driver side
				area of the compartment, as per drawing.
45-30-1125			1	Turtle Tile, Shelves/Trays, 1/4 Depth, (each)
80-76-0110			1	Reflective Stripe, Red/White, Trays/Toolboards, Ea
<b>I</b>			-	
45-16-1100		<	1	Tool Board, Roll Out, 500#, 3/16" Alum (1/4 Depth)
				-The tool board is to be mounted on the slide-out tray, as far to the driver side as
				possible. It will be attached to the ceiling with slides and bolted to the slide-out tray.
				,
55-01-3385			4	Cmpt Lt, Wall, OSS Access, 48" LED Tube Lt, (2) Ea Cmpt
<b>I</b>			1	
55-06-1400			1	Cmpt Lt, Dr Swtch, Magnetic, Ea
			1	COMPARTMENT STORAGE PROVISIONS
33-61-1320			1	Rr Step, EXT Bdy, Bolt-On, 12"
38-90-2014			1	Access Ladder, Rosenbauer EZ Climb, Right Rr, 14" Wide
<b>I</b>		_	2	
54-10-1312		<	2	Step Lt, Access Ladder, OSS Access, 8" LED , Plshd Bzl, Ea
				To light the upper and mid sections of the access ladder.
44-11-5150			1	WhI Well Cmpt, Ahd of WhIs Left Side, EXT
44-10-2220	S	< >	1	·
10 2220	9		'	
				The Fire Shopp door is to be painted.

07/08/2019	_	OTV	Page 11
PART NO	S	QTY	DESCRIPTION  L. Wild Woll Compt. SCRA Compt. Strong
44-10-6000 44-11-5350 44-10-2220	S <	2 1 > 1	WhI Well Cmpt, Bhnd WhIs Left Side, EXT
44-10-6000 44-11-5550 44-10-2220	S <	2 1 > 1	Whl Well Compt, SCBA Compt Straps Whl Well Cmpt, Ahd of Whls Right Side, EXT   Whl Well Cmpt, Dual SCBA, Poly Tube, Pntd S/S Dr, (Fire Shopp)The Fire Shopp door is to be painted.
44-10-6000 44-11-5750 44-10-2220	S <	2 1 > 1	Whl Well Compt, SCBA Compt Straps Whl Well Cmpt, Bhnd Whls Right Side, EXT   Whl Well Cmpt, Dual SCBA, Poly Tube, Pntd S/S Dr, (Fire Shopp) The Fire Shopp door is to be painted.
44-10-6000 90-02-3420	S <	2 1	Whl Well Compt, SCBA Compt Straps Ladder Compt, Beside Tank, Left Rr Bdy, EXT >>The ladder storage area is to be separated from the suction hose behind a common door for ease of removal. Ladder storage above suction storage.
90-03-0220 90-03-3300 90-06-4600 90-02-5340 90-03-0230 90-08-2600 90-16-5420 90-16-2300 90-16-2800 90-25-7220 90-25-9100 90-25-3120 90-25-6100 44-01-1400		1 1 1 1 1 2 1 1 1 1 1 2 2 2 1	Ladders, Ground, Provd'd By Manufacturer, MN   Ladder, Roof, Duo-Safety, 14' Alum 775-A   Ladder, Ext, Duo-Safety, 24' Alum, 2 Sect 900-A Fldg Attic Ladder Mntg, In Ladder Storage, EXT   Ladders, Fldg Attic, Provd'd By Manufacturer, MN   Ladder, Attic, Duo-Safety, 10' Alum, Fold 585-A Pike Pole Mtg, In Ladder Compt, Ea Pike Pole Provd'd By, Bdy Bldr   Pike Pole, 6' Fbgls, Round Hndl   Pike Pole, 10' Fbgls, Round Hndl Suction Hose Tray, Right Side Over Cmpts (Ea), EXT Suction Hose Provd'd By, Bdy Bldr, MN   Suction Hose, Flex, Kochek PVC, 6"x10'-MN   Suction Hose Cplgs, Alum, LH FM x RLM  == EXT Pmpr/Tnkr Common Body Parts - 22.019 02/18/19 ==   Bdy Trim, Frnt Bdy, Ht of Side Cmpts, Alum T/P
44-01-4020 33-62-4100		1	Bdy Trim, Rr Bdy, Smooth Alum for Chevron Stripe, EXT   Step, Fldg, Rear, Left Hand, Integral LED Lts
33-70-1400	S <	1	Handrails, Rr Step, Vert, 60", Sngl  One (1) vertical handrail is to be installed on the rear face of the body, driver side, outboard of the ladder storage compartment.
33-70-2200 33-70-3100 44-02-1120		1 1 1	Handrails, Pmpr, Below Hosebed, Horz, 60"   Handrails, Pmpr, Top of Bdy Sides, Rr, 12", Pair   Rub Rails, Lwr Bdy, EXT, Extrd Alum == EXT Pmpr/Tnkr - AC Electrical System - 22.019 02/18/19 ==
60-15-1300 60-20-3600 60-20-3700 60-20-4100 60-20-5100	<	> 1 1 1 > 1 > 1	Gnrtr, Onan Hyd, 8KW, 120/240V, 60Hz, 1 PH, CMHG   Gnrtr Install, Fxd, Hyd Driven, Base Specs   Gnrtr Testing, Only Required For Units >8KW   Circuit Breaker Box, 6 to 8KW, 1 PH   Gnrtr Breaker Lctn, Side Compt  Mounted on the forward wall of L1, as per drawing.
60-20-7100		> 1	Gnrtr Instrmnt Panel Lctn, Side Cmpt

07/08/2019			Page 12
PART NO	S QT	Υ	DESCRIPTION
60-15-9300	>	1	Gnrtr, Hyd, Engage By PTO Swtch in Cab
60-20-1100	>	i	Gnrtr Mtg, Over Pump Enclsr
60-20-8300		i	
00-20-0300		'	Gnrtr Wiring, Combo, SO & THHN
60-25-9610	< >	7	Shore Power Strip, 120V, 15 Amp, 4-Plug Strip Rcptcl
			-Seven (7) 120v 15amp 4-place power strips are to be installed one (1) each as
			follows:
			ionews.
			In each on the recovered side of the front concells
			In cab, on the rearward side of the front console
			In cab, inside the crew area cabinet.
			L1, inboard wall above the adj. shelf.
			-L3, inboard wall above the lower adj. shelf.
			–R1, inboard wall above the adj. shelf.
			-R2, forward wall between the two (2) out-&-downs.
			R3, forward wall below the upper adj. shelf.
			10, forward wan below the apper day, onen.
61-01-1550		1	Cable Reels, Provd'd by Bdy Bldr
61-01-3100	>	1	
61-02-2050	< >	1	
01 02 2000		•	-Mounted in the rear compartment, suspended from the ceiling, officer's side, as per
			drawing.
1			
61-03-3500		1	Cable, Elec, 120V, 200' 10/3 Ylw
61-04-7500		1	Cable, Elec, Hard Wire, 3 Wire
61-04-9100		1	Ball Stop, Cable, Orange
61-05-1100	<	1	Jct Box, AKR, (4)120V 5-20R SB, Hrd Wr, Gray
01 00 1100		•	>>Hard wired to reel cable
			-> latu wileu to reel cable
04 05 4000			
61-05-4000		1	Jct Box, Holder, Brushed Alum
61-04-8200	>	1	1
		1	== EXT Pmpr/Tnkr - Equipment Systems - 22.019 02/18/19 ==
42-42-1261	>	1	Refrigerator Only, 3.0 Cubic Ft, 12-24VDC/120VAC, Nova Kool R3102
60-25-1100	>	1	Reptel, 120V, 15 Amp, Strght Bld, Sngl
			,p.,,p,g.
77-10-1420	S <	1	Winch, Elect, Warn DC15000,Front Mt, 15,000#
177-10-1420	0 `	•	
			Model DC15000
		,	
77-10-6100		1	Door Over Winch Area, Frnt Bmpr.
77-10-8600		1	Rcv'r, Rr, Winch/Rope/Trailer, 9,000#
77-11-0800		1	Trailer Hitch Pwr Plug, 12V, 7 Pin
77-10-9200		1	Rcv'rs, Bdy Side, Winch/Rope, 9,000# w/Rcv'r, (1) Ea Side
			, , , , (, , =
77-26-9100	>	3	Hyd Tool Mounting, Basic, Ea
177-20-3100		_	
		1	== EXT SA Pmpr/Tnkr - Pnt/Ltr/Str - 22.019 02/18/19 ==
80-20-5200		1	Bdy Paint, Pmpr/Tnkr, Two-Tone, EXT
80-32-1250		1	Compt Finish, DA Sanded, Up to 8 Cmpts, EXT
80-40-1250		1	WhI Finish, By Chassis Manufacturer
80-42-1600		1	Bdy Paint, Touch Up, 2 oz. Bttl, Two Color
80-43-3004		i	Q2B Grill/Shroud Finish , Flat Black Pnt, Ea
80-43-3012			
		1	Air Horns (2) Finish , Flat Black Pnt, Pr
80-43-3016		1	Rear Quad Bezel Finish , Flat Black Pnt, Pr
80-43-3020		1	Bumper Apron (flat areas) Finish , Line-X Black, Ea
80-43-3032		1	Bumper Lid (raised) Finish , Line-X Black, Ea
80-43-3100		1	Stainless Steel Fenderette Finish , Line-X Black, Pr
80-43-3104		1	Running Board Finish , Line-X Black, Pr
		•	, , , , , , , , , , , , , , , , , , , ,
1			1

07/08/2019					Page 13
PART NO	S		QTY	DESCRIPTION	- ŭ
80-43-3108			1	Rear Step Finish , Line-X Black, Ea	
80-43-3128			1	Body Trim (Front of Body 12") Finish , Line-X Black, Pr	
80-43-3205			1	Ladder - EZ Climb Finish , Line-X Black, Ea	
	_				
80-50-1700	S	<	1	\$4,000.00 Grphics Allowance	
				A graphics allowance of \$4,000.00 is included in the price of the vehicle.	
90 72 1500			4	Ctring Deflective Net Degrained For This Vehicle	
80-72-1500 80-72-1000	s	_	1	Stripe, Reflective, Not Required For This Vehicle Stripe, Reflective, Chevron Pattern Frnt Bmpr Red/Black	
00-72-1000	3	`	1	-Red/Black reflective material.	
				Red/Diack reliective material.	
80-72-1100	s	_	1	Stripe, Reflective 3M, Chevron Pattern Entire Rr Red/Black	
00-72-1100	3	_	'	Red/Black chevron.	
				Neu/Diack Chevion.	
80-72-1800	s	<	1	   Stripe, Reflective, Chevron Pattern Rear Roll Up Dr , Red/ Black	
00-72-1000	J	•	'	Red/Black chevron.	
80-79-1000			1	NFPA Standing / Walking Surfaces Yellow Safety Tape (NFPA 15.7.1.6)	
00 70 1000			1	== EXT Pmpr/Tnkr - Loose Equipment - 22.019 02/18/19 ==	
			•	EXT I INDITING LOOSE Equipment 22.010 02.10/10	
90-01-5920		<	1	WhI Chocks Pair Worden #HWG w/ #U815T Mts	
			•	—One (1) each ahead of and behind the driver side rear wheel.	

## Rosenbauer Minnesota, LLC

DEPARTMENT: GRAND RAPIDS, MN

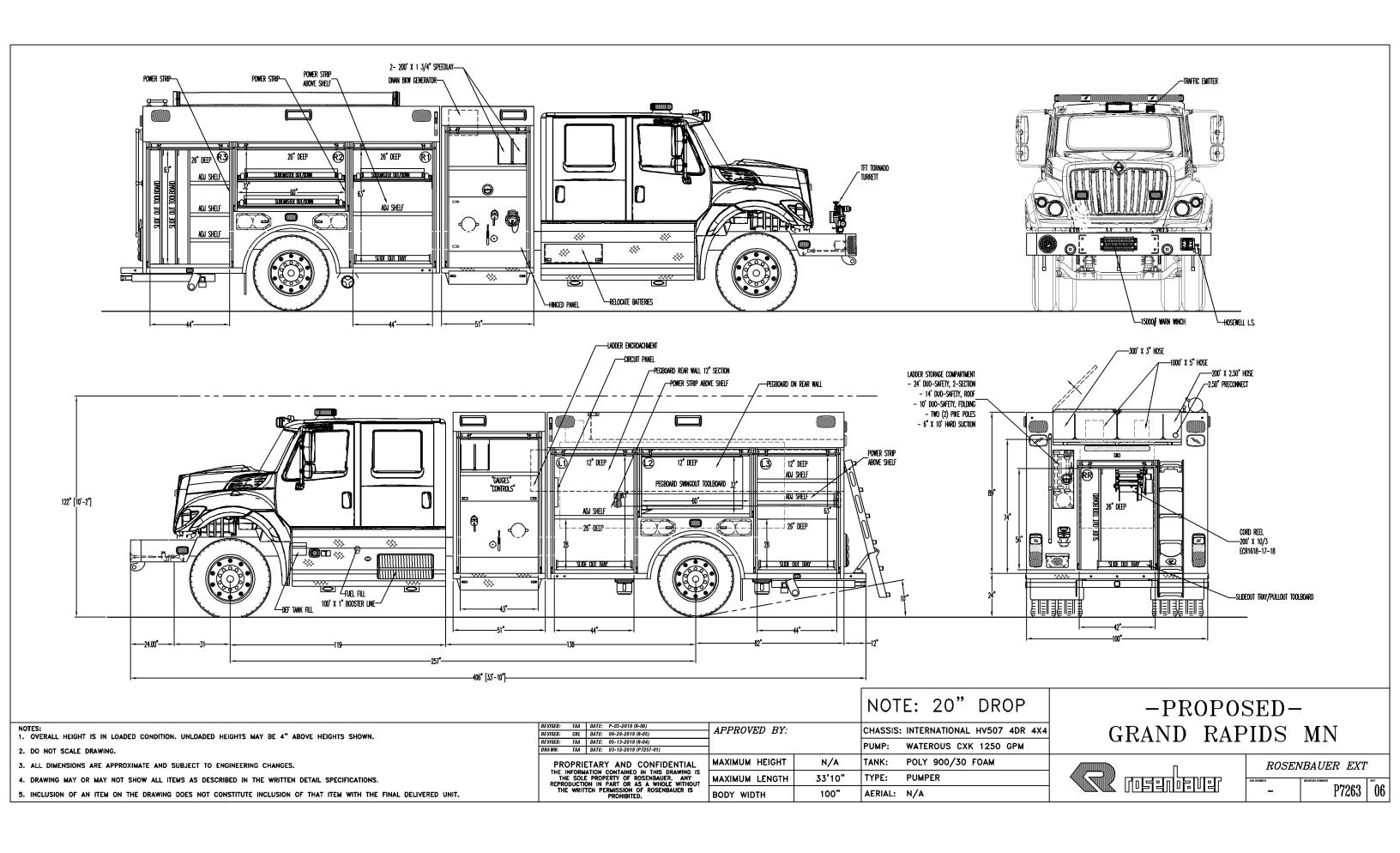


Wheel Base	257
C A	138
Cab to Pump Compartment	4
Pump Compartment	51
Tank Length Lower	124
Tank Length Upper	124
Body Length	164
Tank Capacity	939
Aerial Size	No Aerial

Percent of Weight to Front Axle						
Water Body Pump						
5.06%	-0.78%	40.66%				
	Aerial	Hose Bed				
	0.00%	-4.67%				

	TOTAL WT	FRONT WT	REAR WT
Water	8687	439	8247
Body	4925	-38	4963
Pump	4200	1708	2492
Aerial	0	0	0
SUB TOTAL	17811	2109	15703
Chassis	15257	9735	5522
SUB TOTAL	33068	11844	21225
NFPA Equipment Load	2000	-54	2054
NFPA Personnel Load	1250	910	340
Hose Load	1948	137	1811
Ground Ladders	236	-16	252
Miscellaneous Equipment	2249	1441	808
TOTAL	40,752	14,262	26,490
GAWR	46,000	16,000	30,000
% Load		89.1%	88.3%
% Distribution		35.00%	65.00%
Recommended GAWR		16,000	30,000

**NOTE:** Weights shown are approximate. Chassis weights MUST BE VERIFIED by the DEALER. Dealer will be responsible for confirming that the axles are adequate for the proposed apparatus.



INTERNATIONAL® July 08, 2019

Prepared For: Grand Rapids MN Rosenbauer Minnesota PO Box 57

Lyons, SD 57041-0057

(605)543 - 5591 Reference ID: 16/30 4dr Presented By: CRAWFORD TRKS. & EQUIP. Brian Brakefield 3601 - 6TH AVE SOUTHEAST ABERDEEN SD 57401 -(605)225-6200

Thank you for the opportunity to provide you with the following quotation on a new International truck. I am sure the following detailed specification will meet your operational requirements, and I look forward to serving your business needs.

Model Profile 2020 HV507 SFA (HV507)

AXLE CONFIG: 4X4

APPLICATION: Fire/Pumper (Emergency)

MISSION: Requested GVWR: 46000. Calc. GVWR: 46000

Calc. Start / Grade Ability: 29.56% / 2.94% @ 55 MPH

Calc. Geared Speed: 68.3 MPH

**DIMENSION:** Wheelbase: 258.00, CA: 139.10, Axle to Frame: 75.00

ENGINE, DIESEL: {Cummins L9 380} EPA 2017, 380HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM

Governed Speed, 380 Peak HP (Max), (RATED FOR EMERGENCY VEHICLES ONLY)

TRANSMISSION, AUTOMATIC: {Allison 3000 EVS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with

PTO Provision, Less Retarder, Includes Oil Level Sensor

CLUTCH: Omit Item (Clutch & Control)

**AXLE, FRONT DRIVING:** {Meritor MX-16-120} Single Reduction, 16,000-lb Capacity, with Hub Piloted Wheel Mounting **AXLE, REAR, SINGLE:** {Meritor RS-30-185} Single Reduction, 30,000-lb Capacity, T Wheel Ends Gear Ratio: 6.14

CAB: Conventional 6-Man Crew Cab

TIRE, FRONT: (2) 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position TIRE, REAR: (4) 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position SUSPENSION, REAR, SINGLE: 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs

PAINT:

Location 1: 0001, Canyon Black (Std) Location 2: 2484, Red (Custom)

Chassis schematic N/A

Cab schematic 209WK

1 Proposal: 7046-01

<u>Description</u>	F/R Wt	Tot Wt
Base Chassis, Model HV507 SFA with 258.00 Wheelbase, 139.10 CA, and 75.00 Axle to Frame.	5946/3741	9687
AXLE CONFIGURATION {Navistar} 4x4	0/0	0
Notes : Pricing may change if axle configuration is changed.		
FRAME RAILS Heat Treated Alloy Steel (120,000 PSI Yield); 10.866" x 3.622" x 0.437" (276.0mm x 92.0mm x 11.1mm); 456.0" (11582mm) Maximum OAL	315/572	887
BUMPER, FRONT Contoured, Steel, Painted 0001 Canyon Black, Heavy Duty	-15/0	-15
FRAME EXTENSION, FRONT Integral; 20" In Front of Grille	129/-24	105
WHEELBASE RANGE 256" (650cm) Through and Including 311" (790cm)	0/0	0
AXLE, FRONT DRIVING {Meritor MX-16-120} Single Reduction, 16,000-lb Capacity, with Hub Piloted Wheel Mounting	1370/0	1370
Notes : Axle Lead Time is 90 Days		
SUSPENSION, FRONT, SPRING Parabolic Taper Leaf, Shackle Type, 16,000-lb Capacity, with Shock Absorbers	44/0	44
BRAKE SYSTEM, AIR Dual System for Straight Truck Applications	0/0	0
Includes : BRAKE LINES Color and Size Coded Nylon : DRAIN VALVE Twist-Type : GAUGE, AIR PRESSURE (2) Air 1 and Air 2 Gauges; Located in Instrument Cluster : PARKING BRAKE CONTROL Yellow Knob, Located on Instrument Panel : QUICK RELEASE VALVE On Rear Axle for Spring Brake Release: 1 for 4x2, 2 for 6x4 : SLACK ADJUSTERS, FRONT Automatic (with Air Cam Brakes) : SLACK ADJUSTERS, REAR Automatic (with Air Cam Brakes) : SPRING BRAKE MODULATOR VALVE R-7 for 4x2, SR-7 with relay valve for 6x4/8x6		
BRAKES, FRONT, AIR CAM 16.5" x 6", Includes 24 Sqln Long Stroke Brake Chambers	26/0	26
DRAIN VALVE {Bendix DV-2} Automatic, with Heater, for Air Tank	2/0	2
BRAKE SHOES, REAR Cast	0/0	0
AIR BRAKE ABS {Bendix AntiLock Brake System} with Electronic Stability Program (4-Channel; 4 Sensor/4 Modulator) with Automatic Traction Control	6/2	8
AIR DRYER {Bendix AD-IP} with Heater	20/7	27
BRAKE CHAMBERS, SPRING Rotated Forward and Up For Maximum Ground Clearance with 4x4	0/0	0
BRAKE CHAMBERS, FRONT AXLE {MGM} 24 Sqln	19/0	19
BRAKE CHAMBERS, REAR AXLE {Bendix EverSure} 36/36 Spring Brake	0/55	55
SLACK ADJUSTERS, FRONT {Haldex} Automatic	0/0	0
SLACK ADJUSTERS, REAR {Haldex} Automatic	0/0	0
BRAKES, REAR, AIR CAM S-Cam; 16.5" x 7.0"; Includes 36/36 Sq.In. Long Stroke Brake Chambers and Spring Actuated Parking Brakes	0/26	26
AIR COMPRESSOR {Cummins} 18.7 CFM	0/0	0
AIR TANK LOCATION (2) Mounted Left Side BOC Under Battery Box	0/0	0
AIR DRYER LOCATION Mounted Inside Left Rail, Behind Transfer Case Mounting	0/0	0

## <u>Vehicle Specifications</u> 2020 HV507 SFA (HV507)

July 08, 2019

<u>Description</u>	F/R Wt	Tot Wt
STEERING COLUMN Tilting	14/1	15
STEERING WHEEL 4-Spoke; 18" Dia., Black	0/0	0
STEERING GEAR {Sheppard M110} Power	-1/-2	-3
DRIVELINE SYSTEM {Dana Spicer} SPL170 Main Driveline, 1710 Driveline to Transfer Case, SPL140 Driveline to Front Axle, for 4x4	12/73	85
AFTERTREATMENT COVER Steel, Black	11/2	13
EXHAUST SYSTEM Single, Horizontal Aftertreatment Device, Frame Mounted Right Side Under Cab, for Single Short Horizontal Tail Pipe, Frame Mounted Right Side Back of Cab, for All-Wheel Drive	57/-1	56
ENGINE COMPRESSION BRAKE {Jacobs} for Cummins ISL/L9 Engines; with Selector Switch and On/Off Switch	43/5	48
SWITCH, FOR EXHAUST 3 Position, Momentary, Lighted Momentary, ON/CANCEL, Center Stable, INHIBIT REGEN, Mounted in IP Inhibits Diesel Particulate Filter Regeneration When Switch is Moved to ON While Engine is Running, Resets When Ignition is Turned OFF	2/0	2
ELECTRICAL SYSTEM 12-Volt, Standard Equipment	0/0	0
Includes  : DATA LINK CONNECTOR For Vehicle Programming and Diagnostics In Cab  : HAZARD SWITCH Push On/Push Off, Located on Instrument Panel to Right of Steering Wheel  : HEADLIGHT DIMMER SWITCH Integral with Turn Signal Lever  : PARKING LIGHT Integral with Front Turn Signal and Rear Tail Light  : STARTER SWITCH Electric, Key Operated  : STOP, TURN, TAIL & B/U LIGHTS Dual, Rear, Combination with Reflector  : TURN SIGNAL SWITCH Self-Cancelling for Trucks, Manual Cancelling for Tractors, with Lane Change Feature  : WINDSHIELD WIPER SWITCH 2-Speed with Wash and Intermittent Feature (5 Pre-Set Delays), Integral with Turn Signal Lever  : WINDSHIELD WIPERS Single Motor, Electric, Cowl Mounted  : WIRING, CHASSIS Color Coded and Continuously Numbered		
CIGAR LIGHTER Includes Ash Cup	1/0	1
HORN, ELECTRIC (2) Disc Style	1/0	1
IGNITION SWITCH Keyless	2/0	2
POWER SOURCE Cigar Type Receptacle without Plug and Cord	1/0	1
ALTERNATOR {Leece-Neville BLP4006HN} Brushless, 12 Volt 325 Amp. Capacity, Pad Mount, with Remote Sense	17/0	17
BODY BUILDER WIRING To Rear of Frame, with Stop, Tail, Turn, and Marker Lights Circuits, Ignition Controlled Auxiliary Feed and Ground, Less Trailer Socket	2/0	2
BATTERY SYSTEM {Fleetrite} Maintenance-Free, (3) 12-Volt 1980CCA Total, Top Threaded Stud	33/20	53
RADIO AM/FM/WB/Clock/Bluetooth/USB Input/3.5MM Auxiliary Input, MP3, Apple Device Play & Control, Bluetooth for Phone & Music	4/0	4
SPEAKERS (2) 6.5" Dual Cone Mounted in Both Doors, (2) 5.25" Dual Cone Mounted in Both B-Pillars	6/2	8
RADIO, AUXILIARY CONTROLS Mounted in Steering Wheel, Radio Function Control Switch, Includes Volume Up/Down, Mute, Forward/Back and Bluetooth Answer/Disconnect	0/0	0
DATA RECORDER Includes Display Mounted in Overhead Console	2/0	2

<u>Description</u>	F/R Wt	Tot Wt
BATTERY BOX Steel, with Plastic Cover, 30" Wide, 2-4 Battery Capacity, Mounted Left Side Back of Fuel Tank	-15/15	0
WINDSHIELD WIPER SPD CONTROL Force Wipers to Slowest Intermittent Speed When Park Brake Set and Wipers Left on for a Predetermined Time	0/0	0
RUNNING LIGHT (2) Daytime	0/0	0
CLEARANCE/MARKER LIGHTS (5) {Truck Lite} Amber LED Lights, Flush Mounted on Cab or Sunshade	0/0	0
TEST EXTERIOR LIGHTS Pre-Trip Inspection will Cycle all Exterior Lamps Except Back-up Lights	0/0	0
STARTING MOTOR {Delco Remy 38MT Type 300} 12 Volt; less Thermal Over-Crank Protection	8/1	9
COURTESY LIGHT (4) Mounted In Front & Rear Map Pocket Left and Right Side	2/0	2
INDICATOR, LOW COOLANT LEVEL with Audible Alarm	0/0	0
HEADLIGHTS AUTO Automatically Turn On with Low Ambient Light Levels, Feature can be Overridden	0/0	0
INDICATOR, BATTERY WARNING Green BATTERY ON Indicator, Mounted on Left Side of Instrument Panel, To be Used with Factory Installed or Customer Mounted Battery Disconnect Switch	1/0	1
CIRCUIT BREAKERS Manual-Reset (Main Panel) SAE Type III with Trip Indicators, Replaces All Fuses	0/0	0
TURN SIGNALS, FRONT Includes LED Side Turn Lights Mounted on Fender	0/0	0
HORN, AIR Black, Single Trumpet, with Lanyard Pull Cord	3/0	3
POWER SOURCE, ADDITIONAL Auxiliary Power Outlet (APO) & USB Port, Located in the Instrument Panel	0/0	0
BATTERY DISCONNECT SWITCH for Cab Power Disconnect Switch; Cab Mounted, Disconnects Power to Power Distribution Center (PDC) and Body Builder Through Solenoid, Does Not Disconnect Charging Circuits; Locks with Padlock	0/0	0
SWITCH, AIR HORN, PASSENGER Fire Truck Application; Momentary Switch Located in Instrument Panel Close to Passenger, Driver Also To Activate Switch with Lanyard	0/0	0
FENDER EXTENSIONS Rubber	6/0	6
LOGOS EXTERIOR Model Badges	0/0	0
LOGOS EXTERIOR, ENGINE Badges	0/0	0
GRILLE Stationary, Painted Grille & Headlight Bezels 8752 Charcoal Metallic	0/0	0
BUG SCREEN Mounted Behind Grille	5/0	5
FRONT END Tilting, Fiberglass, with Three Piece Construction, for WorkStar/HV	0/0	0
GRILLE EMBER SCREEN Mounted to Grille and Cowl Tray to Keep Hot Embers out of Engine and HVAC Air Intake System	3/0	3
PAINT SCHEMATIC, PT-1 Two Tone, Design 209.	0/0	0
PAINT TYPE Base Coat/Clear Coat, 1-2 Tone	0/0	0
PAINT CLASS Single Custom Color	0/0	0
KEYS - ALL ALIKE, ID I-1003 Compatible with Z-001	0/0	0
CLUTCH Omit Item (Clutch & Control)	-55/-8	-63
ANTI-FREEZE Red, Extended Life Coolant; To -40 Degrees F/ -40 Degrees C, Freeze Protection	0/0	0
ENGINE, DIESEL (Cummins L9 380) EPA 2017, 380HP @ 2000 RPM, 1150 lb-ft Torque @ 1400 RPM, 2200 RPM Governed Speed, 380 Peak HP (Max), (RATED FOR EMERGENCY VEHICLES ONLY)	561/3	564

<u>Description</u>	F/R Wt	Tot Wt
FAN DRIVE {Horton Drivemaster} Direct Drive Type, Two Speed with Residual Torque Device for Disengaged Fan Speed	0/0	0
<u>Includes</u> : FAN Nylon		
RADIATOR Cross Flow, Series System; 1228 Sqln Aluminum Radiator Core with Internal Water to Oil Transmission Cooler and 1167 In Charge Air Cooler	22/-4	18
Includes : DEAERATION SYSTEM with Surge Tank : HOSE CLAMPS, RADIATOR HOSES Gates Shrink Band Type; Thermoplastic Coolant Hose Clamps : RADIATOR HOSES Premium, Rubber		
AIR CLEANER Single Element	0/0	0
FEDERAL EMISSIONS (Cummins L9) EPA, OBD and GHG Certified for Calendar Year 2019	0/0	0
THROTTLE, HAND CONTROL Engine Speed Control; Electronic, Stationary, Variable Speed; Mounted on Steering Wheel	0/0	0
FAN OVERRIDE Manual; with Electric Switch on Instrument Panel, (Fan On with Switch On)	0/0	0
ENGINE WATER COOLER (Sen-Dure) Auxiliary, For Use with Fire Trucks	0/0	0
EMISSION COMPLIANCE Federal, Does Not Comply with California Clean Air Idle Regulations	0/0	0
ENGINE CONTROL, REMOTE MOUNTED Provision for; Includes Wiring for Body Builder Installation of PTO Controls; with Ignition Switch Control for Cummins ISB/B6.7 or ISL/L9 Engines	0/0	0
PROVISION FOR PTO Top Mount; with Allison 3000 Transmission	0/0	0
TRANSMISSION, AUTOMATIC {Allison 3000 EVS} 5th Generation Controls, Close Ratio, 6-Speed with Double Overdrive, with PTO Provision, Less Retarder, Includes Oil Level Sensor	203/47	250
TRANSFER CASE (Meritor T-4210 2) 2 Spd, 10000 lb-ft Total Capacity, with Provision for PTO, with Electric Over Air Control	455/301	756
TRANSFER CASE LUBE {EmGard 50W} Synthetic; 1 thru 14.99 Pints	0/0	0
OIL COOLER, TRANSFER CASE Remote Mounted Back of Cab	10/5	15
TRANSMISSION SHIFT CONTROL for Column Mounted Stalk Shifter	0/0	0
TRANSMISSION DIPSTICK Relocated to Right Side of Transmission	0/0	0
TRANSMISSION OIL Synthetic; 29 thru 42 Pints	0/0	0
ALLISON SPARE INPUT/OUTPUT for Emergency Vehicle Series (EVS), 127/198 Includes J1939 Based Auto Neutral; Fire/Pumper, Tank, Aerial/Ladder	0/0	0
SHIFT CONTROL PARAMETERS Allison 3000 or 4000 Series Transmissions, 5th Generation Controls, Performance Programming	0/0	0
PTO LOCATION Dual, Customer Intends to Install PTO at Left Side and/or Top of Transmission	0/0	0
AXLE, REAR, SINGLE {Meritor RS-30-185} Single Reduction, 30,000-lb Capacity, T Wheel Ends . Gear Ratio: 6.14	0/277	277
SUSPENSION, REAR, SINGLE 31,000-lb Capacity, Vari-Rate Springs, with 4500-lb Capacity Auxiliary Rubber Springs	0/132	132
LOCATION FUEL/WATER SEPARATOR Mounted Outside Left Rail, 41" Back of Cab	-2/2	0
FUEL/WATER SEPARATOR {Racor 400 Series,} with Primer Pump, Includes Water-in-Fuel Sensor	0/0	0

## <u>Vehicle Specifications</u> 2020 HV507 SFA (HV507)

July 08, 2019

<u>Description</u>	F/R Wt	Tot Wt
FUEL TANK Top Draw, Non-Polished Aluminum, D-Style, 19" Tank Depth, 50 US Gal (189L), Mounted Left Side, Under Cab	26/3	29
FUEL COOLER Less Thermostat; Mounted in Front of Cooling Module	14/0	14
DEF TANK 7 US Gal (26L) Capacity, Frame Mounted Outside Left Rail, Under Cab	0/0	0
CAB Conventional 6-Man Crew Cab	286/68	354
AIR CONDITIONER with Integral Heater and Defroster	55/1	56
GAUGE CLUSTER Premium Level; English with English Speedometer and Tachometer, for Air Brake Chassis, Includes Engine Coolant Temperature, Primary and Secondary Air Pressure, Fuel and DEF Gauges, Oil Pressure Gauge, Includes 5 Inch LCD Color Display	0/0	0
GRAB HANDLE, CAB INTERIOR (4) Safety Yellow, Crew Cab	0/0	0
SEATBELT WARNING PREWIRE Includes Seat Belt Switches and Seat Sensors for all Belted Positions in the Cab and a Harness Routed to the Center of the Dash for the Aftermarket Installation of the Data Recorder and Seatbelt Indicator Systems, for 4 to 6 Seat Belts	0/0	0
GAUGE, TEMPERATURE, AMBIENT Sensor Wiring with Display Unit Mounted in Cluster	0/0	0
GAUGE, OIL TEMP, AUTO TRANS for Allison Transmission	1/0	1
GAUGE, AIR CLEANER RESTRICTION {Filter-Minder} with Black Bezel, Mounted in Instrument Panel	2/0	2
IP CLUSTER DISPLAY On Board Diagnostics Display of Fault Codes in Gauge Cluster	0/0	0
VIRTUAL GAUGE, AIR APPLICATION Requires Premium Cluster	0/0	0
VIRTUAL GA, OIL TEMP, AUTO XMSN for Allison Transmission, Requires Premium Cluster	0/0	0
GAUGE, VOLTMETER Auxiliary Gauge, Located in Center Panel. Standard Cluster Also Includes Digital Voltage Readout	0/0	0
SEAT, PASSENGER {H.O. Bostrom Tanker 450} for SCBA with SecureAll Locking System, Non-Suspension, High Back, Vinyl, Adjusters, 7-Degree Back Angle, with Covered Back, International Logo on Headrest	79/24	103
SEAT, DRIVER {H.O. Bostrom Sierra Air 100} NFPA Compliant, Air Suspension, High Back, Vinyl with Covered Back and International on Headrest for Fire Truck	22/6	28
SEAT, REAR {H.O. Bostrom Tanker 400CT} for SCBA with Secure All Locking System, Three Individual Seats on One Riser, Non Suspension, High Back, Vinyl, with Covered Back and International on Head Rest	180/94	274
GRAB HANDLE (2) Chrome Towel Bar Type with Anti-Slip Rubber Inserts; for Cab Entry, Mounted Left and Right, Each Side at "B" Pillar	6/0	6
GRAB HANDLE, ADDITIONAL EXT (2) Chrome; Towel Bar Type with Anti-Slip Rubber Inserts; Mounted Left and Right Side on Exterior, Rear of Rear Doors, with Crew Cab	5/0	5
MIRRORS (2) Aero Pedestal, Power Adjust, Heated, Turn Signals, Black Heads and Arms, 6.5" x 14" Flat Glass, Includes 6.5" x 6" Convex Mirrors, for 102" Load Width	0/0	0
Notes : Mirror Dimensions are Rounded to the Nearest 0.5"		
SEAT BELT All Red; 4 to 6	0/0	0
CAB INTERIOR TRIM Classic, for Crew Cab	0/0	0
<u>Includes</u>		

#### Includes

: CONSOLE, OVERHEAD Molded Plastic with Dual Storage Pockets, Retainer Nets and CB Radio Pocket; Located Above Driver and Passenger

<u>Description</u>	<u>F/R Wt</u> (lbs)	Tot Wt
: DOME LIGHT, CAB Door Activated and Push On-Off at Light Lens, Timed Theater Dimming, Integral to Overhead Console, Center Mounted : SUN VISOR (2) Padded Vinyl; 2 Moveable (Front-to-Side) Primary Visors, Driver Side with Toll Ticket Strap	(108)	(108)
CAB SOUND INSULATION Includes Dash Insulator and Engine Cover Insulator	12/0	12
WINDOW, POWER (4) And Power Door Locks, Front and Rear Doors, Left and Right, Includes Express Down Feature	10/0	10
CAB REAR SUSPENSION Air Bag Type	0/0	0
CAB, INTERIOR TRIM, CLOSEOUT Under IP, Driver Side	0/0	0
INSTRUMENT PANEL Flat Panel	0/0	0
STEP, RELOCATED Driver & Passenger Sides, Raises Lower Step Height 3" for Reduced Step to Step Distance, for use with 19" Fuel Tanks, for Day Cab, Extended Cab or Crew Cab	0/0	0
ACCESS, CAB Steel, Driver & Passenger Sides, Two Steps per Door, for use with Crew Cab	53/30	83
WHEELS, FRONT (Accuride 41730) DISC; 22.5x9.00 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	-28/0	-28
WHEELS, REAR {Accuride 41730} DUAL DISC; 22.5x9.00 Rims, Extra Polish Aluminum, 10-Stud, 285.75mm BC, Hub-Piloted, Flanged Nut, with Steel Hubs	0/-56	-56
BDY INTG, I/O EXP HARNESS (for Diamond Logic Builder) In-Cab wire harness (DLB) program only, Includes a harness with five blunt cut wires routed on lower left of instrument panel. Two ground active inputs and two (.5Amp) relay drivers outputs are provided	0/0	0
(2) TIRE, FRONT 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position	82/0	82
(4) TIRE, REAR 315/80R22.5 Load Range L HSC1 (CONTINENTAL), 484 rev/mile, 68 MPH, All-Position	0/164	164
Services Section:		
WARRANTY Standard for HV507, HV50B, HV607 Models, Effective with Vehicles Built July 1, 2017 or Later, CTS-2025A	0/0	0
Total Component Weight:	10081/5584	15665
Black out Front Grille & Headlight bezzels	0/0	0
Total Goods Purchased:	0/0	0

The weight calculations included in this proposal are an estimate of future vehicle weight. The actual weight as manufactured may be different from the estimated weight. Navistar, Inc. shall not be liable for any consequences resulting from any differences between the estimated weight of a vehicle and the actual weight.

conditions.

## Financial Summary 2020 HV507 SFA (HV507)

July 08, 2019

(US DOLLAR)

<u>Description</u>	<u>Price</u>
Net Sales Price:	\$130,800.00
Please feel free to contact me regarding these specifications should y pleased with the quality and service of an International vehicle.	our interests or needs change. I am confident you will be
Approved by Seller:	Accepted by Purchasers
Official Title and Date	Firm or Business Name
Authorized Signature	Authorized Signature and Date
This proposal is not binding upon the seller without Seller's Authorized Signature	
	Official Title and Date
The TOPS FET calculation is an estimate for reference purposes or and reporting/paying appropriate FET to the IRS.	only. The seller or retailer is responsible for calculating
The limited warranties applicable to the vehicles described herein	

8 Proposal: 7046-01



## CITY OF GRAND RAPIDS

## Legislation Details (With Text)

File #: 19-0513 Version: 1 Name: Police mobile laptop replacement

Type: Agenda Item Status: Information Technology

File created: 8/8/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider approving the purchase of replacement Police squad mobile computers.

Sponsors:

Indexes:

Code sections:

Attachments: SHI Quote-17353298.pdf

Date Ver. Action By Action Result

Consider approving the purchase of replacement Police squad mobile computers.

## **Background Information:**

In CIP item 2019/IT-2, the City Council approved \$18,000 to replace six Police mobile laptops for the squad cars. I requested competative quotes on the necessary equipment and the low quote came in from SHI at a cost of \$16,236. This cost will cover replacing the laptop, docking plate, power supply and cellular/GPS antenna in six of our cars.

#### **Staff Recommendation:**

Staff recommends accepting low quote from SHI for six replacement police mobile computers.

## **Requested City Council Action**

Make a motion to accept low quote from SHI for six replacement Police mobile computers and authorize IT Department to order equipment.



**Pricing Proposal** 

Quotation #: 17353298 Created On: 6/26/2019 Valid Until: 6/28/2019

## MN CITY OF GRAND RAPIDS

# Inside Account Executive

**Erik Scott** 

MN

**United States** 

Phone: (218) 326-7618

Fax:

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

#### Michael Williamson

290 Davidson Ave. Somerset NJ 08873 Phone: 800-477-6479

Fax: 800-477-6479

Email: Michael\_Williamson@shi.com

All Prices are in US Dollar (USD)

	Product	Qty	Your Price	Total
1	GETAC: S410 G2 LTE,i5-8250U,14inch,Win10 x64+8GB,128GB SSD,Sunlight Readable (LCD+TS),US KBD+US Power cord,Membrane KBD,WIFI + BT + GPS + 4G LTE (FirstNet) + Pass-through, 3 Year limited Warranty Getac - Part#: SH1DZCDAAUXX	6	\$1,938.00	\$11,628.00
2	GETAC 120W 11-16V, 22-32V DC VEHICLE ADAPTER (BARE WIRE), 3 Getac - Part#: GAD2X8	6	\$95.00	\$570.00
3	Gamber-Johnson Triple Pass-through Vehicle Cradle - Port replicator, docking station - for Getac S410, S410 Basic, S410 Performance, S410 Premium Getac - Part#: GDVPGH	6	\$525.00	\$3,150.00
4	CELL/LTE, WIFI, GNSS, 19FT COAX, COLOR BLACK, NEW FORM FACTO Getac - Part#: 590GBL000240	6	\$148.00	\$888.00
			Subtotal Total	\$16,236.00 \$16,236.00

#### **Additional Comments**

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

The Products offered under this proposal are resold in accordance with the <u>SHI Online Customer Resale Terms and Conditions</u>, unless a separate resale agreement exists between SHI and the Customer.



## CITY OF GRAND RAPIDS

## Legislation Details (With Text)

File #: 19-0490 Version: 1 Name: Appointment of Gary DeGrio to the position of

Hospital Security Officer Lead.

Type: Agenda Item Status: Administration Department

File created: 8/6/2019 In control: City Council

On agenda: 8/12/2019 Final action:

Title: Consider appointing Gary DeGrio to the position of Hospital Security Officer Lead.

Sponsors: Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

Consider appointing Gary DeGrio to the position of Hospital Security Officer Lead.

## **Background Information:**

At the July 22, 2019 City Council meeting, the City Council adopted the job description for Hospital Security Offer Lead and authorized City staff to post the position internally. Two letters of interest were received and interviews were held. The Interview Committee consisting of Assistant Chief of Police Steve Schaar and Police Sergeant Kevin Ott is recommending the appointment of Gary DeGrio to the position.

Gary was hired on July 28, 2014 as a part-time Hospital Security Officer. He began full-time employment on October 2, 2015. Since that time, Gary has worked closely with the Police Sergeant(s) assigned to Hospital Security as well as Grand Itasca Clinic and Hospital Senior Management. His experience has allowed him to become very familiar with the duties of the Hospital Security Officer Lead position.

#### **Staff Recommendation:**

Assistant Police Chief Steve Schaar and Police Sergeant Kevin Ott are recommending the appointment of Gary DeGrio to the position of Hospital Security Officer Lead effective August 13, 2019 at a rate of \$22.07 per hour.

## **Requested City Council Action**

Make a motion to appoint Gary DeGrio to the position of Hospital Security Officer Lead effective August 13, 2019 at a rate of \$22.07 per hour.