City Council Meeting Minutes March 15, 2022

Pursuant to due call and notice thereof Mayor Alan Skramstad called to order the regular meeting of the Mora City Council at 6:30 PM on Tuesday, March 15, 2022, in the city hall council chambers.

- Roll Call: Present: Mayor Alan Skramstad, Councilmembers Jody Anderson, Jake Mathison, and Sadie Broekemeier Absent: Kyle Shepard Staff Present: Administrative Services Director Natasha Segelstrom, Public Works Director Joe Kohlgraf, City Accountant Sara King, Parks and Recreation Coordinator Jeff Krie, Community Development Director Angela Grafstrom and Deputy City Clerk Mandi Yoder
- **3.** Adopt Agenda: Mayor Skramstad requested the addition of item 6e City Council Meeting Minutes November 16, 2021. MOTION made by Mathison, seconded by Anderson and unanimously carried to approve the agenda as amended.
- 4. **Consent Agenda:** MOTION made by Broekemeier, seconded by Mathison, and unanimously carried by the City Council to approve the consent agenda as amended.
 - a. Regular Meeting Minutes February 15, 2022
 - b. Joint Meeting Minutes February 22, 2022
 - c. February 2022 Claims
 - d. City Administrator Employment Contract Approval-
 - e. Gambling Permit Mora Wrestling Club
 - f. Grant Closeout- Airport Master plan
- 5. Open Forum: No one spoke at open forum.
- 6. Special Business:
 - a. 2022 Vasaloppet: The Vasaloppet USA representative John Larson and Deb Morrisson highlighted the 2022 race weekend and increased numbers from the previous year. They thanked the community for their contributions and support for the 50th Anniversary Weekend.
 - b.Special Event Permit- Snake River Canoe Race: Krie brought forward the Snake River Canoe Race. To assist with parking, the use of the Dog Park was requested. The consensus amongst council was to not to allow additional parking within the Dog Park gates. MOTION made by Anderson, seconded by Mathison and unanimously carried to approve the Special Event Permit.
 - c. Driver's License Office- Segelstrom presented the potential sale Driver's License Office business from Kanabec County. She further explained that Kanabec County provided these services to the community for 20+ years and made efforts to sell the business. Staff was directed to look further to see if the city had interest in the business. Segelstrom spoke with Chad Gramentz, of Kanabec County who oversaw the Driver's License Office. He explained the office processed approximately 4,000 applications annually, and that the County received \$8.00 for each application. Gramentz explained the operations had one full time employee and two other staff trained to assist during their absence. He stated that there had been approximately \$20,000 loss each year due to employee fringe benefits but could be less dependent on the hours of operation.

Based on the current salary and fringe benefits offered from the city, Segelstrom explained there would be a loss in revenue based on the City's current wage scale for a customer service position and staff that handles personal information. Segelstrom

added the position must be reviewed to account the added requirements with the enhanced driver's license and the Real ID requirements.

Segelstrom further explained a business on Union Street had interest in the business opportunity and did not recommend making a decision at this time. Grafstrom stated this had been new information and that the business owner needed a few months to decide. Skramstad directed staff to follow-up with the business and update council at the April 5th council meeting.

- d. City Administrator- Glenn Anderson spoke before the city council stating his availability to start had moved forward and requested a start date of March 21, 2022 as the new city administrator. MOTION made by Broekemeier, seconded by Anderson and unanimously carried to approve Glenn Anderson's start date to March 21, 2022.
- e. City Council Meeting Minutes November 16, 2021 Minute Amendment: Segelstrom brought forward amended minutes for the November 16, 2021 City Council Meeting. The revised minutes included the MOTION to approve the Fox Run Third Addition Development Agreement with MN Land holdings, LLC. MOTION made by Mathison, seconded by Broekemeier and unanimously approved to approve the November 16, 2021 City Council Meeting Minutes as presented.
- 7. Public Hearings: There were no Public Hearings.
- 8. New Business:
 - a. **Resolution Re-establishing Precincts and Polling Place Resolution No. 2022-321** MOTION made by Anderson, seconded by Mathison and unanimously carried by city council to approve the following resolution:

RESOLUTION No. 2022-321 REESTABLISHING PRECINCTS AND POLLING PLACE (see attached)

- b. Special Meeting April 5, 2022: Segelstrom detailed the North Grove Street Improvement project timeline and requested that City Council hold a Special Meeting on April 5, 2022 to present the bids for the project and further discuss any additional meetings. MOTION made by Mathison, seconded by Anderson and unanimously carried by the city council to hold a Special Meeting on April 5, 2022.
- c. Mora Municipal Airport ARPA Agreement Resolution No. 2022-322: City Council approved the American Rescue Plan Act Agreement for the Mora Municipal Airport which allows MnDOT to accept FAA funds on the City's behalf and disperse funds to the city for airport related expenses at the airport as reimbursement. MOTION made by Broekemeier, seconded by Mathison and unanimously carried by the city council to approve the following resolution:

RESOLUTION NO. 2022-322 MORA MUNICIPAL AIRPORT ARPA AGREEMENT (see attached)

d. **GreenStep Cities Program Resolution No. 2022-322:** Segelstrom brought forward the GreenStep Cities Resolution. There was a consensus that Alison Holland be appointed the GreenStep Cities Coordinator. MOTION made by Mathison, seconded by Broekemeier and unanimously carried to approve the following resolution:

RESOLUTION NO. 2022-323 GREENSTEP CITIES PROGRAM (see attached)

- e. **Community Survey Results:** Grafstrom presented the findings from the Community Survey and highlighted the performance of the city and the various services provided. She noted 1,449 surveys were distributed in 2021 and 116 were returned to the city.
- f. **DNR Grant Application:** Krie presented the DNR outdoor recreation grant application to assist with funding for the Fox Run Development Park. MOTION Made by Broekemeier, seconded by Anderson and unanimously carried by the city council to approve the following resolution:

RESOLUTION NO. 2022-324 DNR GRANT APPLICATION (see attached)

- g. **Columbarium Rules:** Kohlgraf brought forward the Columbarium Rules for the Oakwood Cemetery. MOTION made by Mathison, seconded by Broekemeier and unanimously approved as presented by the city council.
- **9. Old Business:** Housing and Redevelopment Authority Update: Mora HRA executive director Jack L'Heureux provided an update on the Mora HRA programs. He noted the HRA has shown significant improvements in the past year with all of their programs and the financial progression reflects, as the HRA paid off debt to the City 31 months early.
- **10.** Economic Development Authority Application / Appointment: City council appointed Sara Treiber to fill the vacant Economic Development Authority seat. MOTION made by Broekemeier, seconded by Anderson and unanimously carried by the city council.
- 11. Housing Redevelopment Authority Application / Appointments: Council reviewed two applications to fill the vacant HRA seat. Skramstad further explained that one seat had been filled by a tenant who lived in HRA housing and that the applicant was not eligible at this time. Council reviewed the other applicant and agreed that Bryan Schaupp met the criteria to sit on the HRA board. MOTION made by Mathison, seconded by Anderson and unanimously approved to appoint Bryan Schaupp to the Housing and Redevelopment Authority Board.
- **12.** 2022 Public Works Vasaloppet: Kohlgraf recapped the 2022 Public Works contribution to the Vasaloppet weekend and thanked staff for their hard work.
- **13.** Communications: The following communications were reviewed.
 - a. Mora Area Fire Department Report February 2022
 - b. Kanabec County Sheriff's Office Report February 2022
 - c. EDA meeting Minutes March 2, 2022
 - d. Park Board Meeting Minutes March 2, 2022

14. Reports

- a. Administrative Services Director: Nothing new to report.
- b. Councilmember Anderson:
- c. Councilmember Broekemeier:
- d. Councilmember Mathison:
- e. Councilmember Shepard: Absent
- f. Mayor Skramstad:

City Council Meeting Minutes March 15, 2022

15. Adjournment: MOTION made by Broekemeier, seconded by Anderson, and unanimously carried by the City Council to adjourn at 8:06 PM.

DAM Mayo City Clerk

RESOLUTION 2022 - 321

CITY OF MORA KANABEC COUNTY, MORA, MINNESOTA RESOLUTION TO RE-ESTABLISH PRECINCTS AND POLLING PLACES

WHEREAS, the Legislature of the State of Minnesota has been redistricted; and

WHEREAS, Minnesota Statue Section 204B.14, subd. 3 (d) requires that precinct boundaries must be reestablished within sixty (60) days of when the legislature has been redistricted or at least nineteen (19) weeks before the State Primary Election, whichever comes first;

WHEREAS, the City of Mora consists of a single election precinct and this precinct conforms to redistricting standards; and

WHEREAS, the City of Mora designates Mora City Hall at 101, Lake Street South, Mora Minnesota as the polling place for the precinct in accordance with state statutes.

NOW, THEREFORE BE IT RESOLVED that the City Council of the City of Mora, County of Kanabec, State of Minnesota hereby reestablishes the boundaries of the voting precincts and polling places as follows:

Precinct Boundaries –to be reestablished as they currently exist; which is one precinct within corporate boundaries of the City of Mora and reestablish the city's main Election Precinct Polling Place location as Mora City Hall located at the address of 101 Lake Street South, Mora, Minnesota.

Attached to this resolution, for illustrative purposes, is a map showing said precincts and the location for each polling place.

The foregoing resolution was introduced and moved for adoption by Council Member

Voting against resolution None Abstained from voting None Absent Shepara Motion carried and resolution adopted this 15th day of March 2022. Alan Skramstad, Mayor ATTEST: Natasha Segelstrom, City Clerk

Rev. 5/2021

RESOLUTION 2022-322 AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION AGENCY AGREEMENT FOR FEDERAL AIRPORT EXPENSES REIMBURSEMENT

It is resolved by the **<u>City of Mora</u>** as follows:

1. That the state of Minnesota Agreement No. 1049650,

"Grant Agreement for Federal Airport Expenses Reimbursement," for

State Project No. A3301-C3 at the Mora Municipal is accepted.

2. That the <u>Mayov</u> and <u>Administrative cruces</u> <u>are</u>

authorized to execute this Agreement and any amendments on behalf of the

City of Mora.

CERTIFICATION

STATE OF MINNESOTA COUNTY OF <u>Kanabec</u>

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

Mora Cik	y Council
3	(Name of the Recipient)
at an authorized meeting held on the	e 15th day of March, 2022
as shown by the minutes of the mee	ting in my possession.
	Signature:(Clerk or Equivalent)
CORPORATE SEAL /OF MANDI M. YODER Notary Public-Minnesota My Commission Expires Jan 31, 2023	DR/ Mandi Maler
	My Commission Expires: <u>Jan 31</u> 2023

STATE OF MINNESOTA

AGENCY AGREEMENT for

FEDERAL AIRPORT EXPENSES REIMBURSEMENT

This agreement is entered into by and between the City of Mora ("Local Government") and the State of Minnesota, acting through its Commissioner of Transportation ("MnDOT").

RECITALS

- Local Government has received an Airport Rescue Grant ("ARG") under the American Rescue Plan Act of 2021 (H.R. 1319, Public Law 117-2) ("ARPA") directly from the Federal Aviation Administration ("FAA") to reimburse eligible airport expenses at Local Government's airport.
- This agreement is not a subgrant of the ARG funds. The FAA will be conducting oversight and monitoring the ARG funding (see ARPA FAQs for more information, at: <u>https://www.faa.gov/airports/airport_rescue_grants/media/20211124_ARPA_FAQs.pdf</u>).
- 3. Pursuant to Minnesota Statutes Sections 360.016 and 360.039, subd. 2, the Local Government desires MnDOT to act as the Local Government's agent in accepting the federal funds on the Local Government's behalf and disbursing the federal funds to the Local Government for expenses at the airport.

AGREEMENT TERMS

1. Term of Agreement

- 1.1. Effective Date: This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.
- 1.2. Expiration Date: This agreement will expire on September 30, 2024.

2. Local Government's Duties

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

3. MnDOT's Duties

- 3.1. MnDOT accepts designation as agent of the Local Government for the receipt of the federal funds and disbursement of the federal funds to the Local Government and will act in accordance herewith.
- 3.2. MnDOT will make the necessary requests to the FAA for authorization to disburse federal funds for airport expenses and for reimbursement of eligible costs under the ARPA Act.
- 3.3. MnDOT may withhold federal funds where the FAA determines that airport expenditures were not made in compliance with federal requirements.
- 3.4. MnDOT, the FAA, or duly authorized representatives of the state and federal government will have the right to audit the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the contract.

4. Payment

- 4.1. Eligibility. Eligible expenses under the act include costs related to operations, personnel, cleaning, sanitization, janitorial services, combating the spread of pathogens at the airport, and debt service payments for the Mora Municipal. Eligible expenses will be determined by the Federal Aviation Administration. Eligible expenses will be determined in accordance with FAA's Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 79 Federal Register 66282 (79 FR 66282), which is incorporated into this agreement by reference, and the ARPA Act.
- 4.2. **Reimbursement.** Local Government has been awarded \$32,000 in Federal ARPA Act funding to reimburse federally-eligible expenses at airport(s) it operates. Local Government will be reimbursed for 100% of federally-eligible expenses not reimbursed by any other source. The Local Government will pay any part of the cost or expense that is not paid by federal, state, or other funds. MnDOT will receive the federal funds to be paid by the FAA for eligible expenses and will reimburse the Local Government from said federal funds for each payment request, subject to the limits of those funds.
- 4.3. **Payment Requests.** The Local Government will prepare payment requests in accordance with the terms of the federal award.
 - 4.3.1. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may work directly with FAA to receive the federal funds under the ARPA Act grant pursuant to any terms and conditions imposed by FAA.
- 4.4. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for the Local Government's failure to comply with federal requirements. The Local Government agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
- 4.5. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of the Federal award. The FAA will determine whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed.
- 5. Conditions of Payment. Local Government's use of federal funds disbursed under this agreement must be in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive reimbursement under this Agreement for expenses that are not eligible as described in Section 4.1 above.

6. Authorized Representatives

6.1. MnDOT's Authorized Representative is:

Name: Jessica McBroom, or her successor or designee.

Title: Grants Specialist

Email: jessica.mcbroom@state.mn.us

6.2. The Local Government's Authorized Representative is:

Name: Alan Skramstad Title: Mayor

Email:

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

7. Assignment Amendments, Waiver, and Agreement Complete

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

8. Liability and Claims

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

9. Audits

- 9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.
- 9.2. All requests for reimbursement are subject to audit by FAA or MnDOT.
- **10. Government Data Practices.** The Local Government and MnDOT must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by MnDOT under this agreement, and as it

applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this agreement.

- 11. Workers Compensation. The Local Government certifies that it is in compliance with <u>Minn. Stat. §176.181</u>, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.
- **12. Governing Law, Jurisdiction, and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this agreement. Venue for all legal proceedings out of this agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.
- **13.** Termination for Cause. MnDOT may terminate this agreement if Local Government fails to observe or perform any of the terms, conditions, or covenants required to be observed or performed by it pursuant to this agreement and such failure continues for a period of 30 calendar days after MnDOT has given written notice to Local Government of such default or, in the event that such default shall be incapable of cure with reasonable diligence during said 30 day period, shall have failed to commence to cure said default within 30 days of the date of said notice and to diligently pursue the same to completion.
- 14. Data Disclosure. Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
- **15.** Fund Use Prohibited. The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a federal or state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this agreement.
- 16. Discrimination Prohibited by Minnesota Statutes §181.59. The Local Government will comply with the provisions of Minnesota Statutes §181.59, if applicable, which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
- **17.** Limitation. Under this contract, MnDOT is only responsible for disbursing funds. Nothing in this contract will be construed to make MnDOT a principal, co-principal, partner, or joint venturer with respect to this agreement.

MnDOT may provide technical advice and assistance as requested by the Local Government, however, the Local Government will remain responsible for all aspects of administering this agreement.

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

LOCAL GOVERNMENT

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

By Alan Skramstad	
Title: CLTY OF Mora Mayor	
Date: 3/15/2022 By: U. Natasha Sigilstr	
Title: Administrative Services Directo	N
Date: 3/15/2022	
STATE ENCUMBRANCE VERIFICATION	
The individual certifies funds have been encumbered as	required by Minn. Stat. 16A.15 and 16C.05
Ву:	
Date:	
SWIFT Contract #	
SWIFT Purchase Order #	
DEPARTMENT OF TRANSPORTATION	
Ву:	
Title:	
Date:	
MnDOT CONTRACT MANAGEMENT	MnDOT GRANT UNIT
Ву:	Ву:
Date:	Date:

RESOLUTION 2022-323 CITY OF MORA COUNTY OF KANABEC STATE OF MINNESOTA

A RESOLUTION AUTHORIZING THE CITY OF MORA TO PARTICIPATE IN THE MINNESOTA GREENSTEP CITIES PROGRAM

The GreenStep Cities program aims to provide Minnesota cities a clear pathway to greater sustainability and resiliency based upon implementing best practices specific to Minnesota cities of differing sizes and capabilities. Due to the multiple environmental, economic and social dimensions of the best practices, leadership from the city council is needed to oversee their implementation and integration with other city and community activities and with other governmental jurisdictions (such as surrounding townships) as appropriate.

To join the GreenStep Cities program as a Step One city, cities adopt a GreenStep participation resolution that names a contact person to be the city's GreenStep coordinator. This person can be an existing city staff person, an elected official or an appointed community member. Cities are encouraged to empower an existing or new committee to lead and coordinate the implementation of GreenStep best practices. Many cities find it easier to complete more GreenStep actions faster with a committee. The committee can be an existing city commission or task force, an existing civic group, a city staff "green team," or a new group. A new group could include city elected officials/staff and community members, including representatives from civic and religious groups, business organizations and educational institutions.

WHEREAS, Minnesota GreenStep Cities is a voluntary challenge, assistance and recognition program to help cities achieve their sustainability and quality-of-life goals. GreenStep is a free, continuous improvement program, managed by a State agency-non-profit partnership, and based upon 29 best practices. Each best practice can be implemented by completing one or more actions at a 1, 2 or 3-star level, from a list of four to eight actions. These actions are tailored to all Minnesota cities, focus on cost savings and energy use reduction, and encourage civic innovation; and

WHEREAS, the Minnesota GreenStep Cities program provides cost-effective sustainable development best practices in the following five categories: (1) Buildings and Lighting; (2) Transportation; (3) Land Use; (4) Environmental Management; and (5) Economic and Community Development;

WHEREAS, climate changes have been observed in Minnesota and have the potential to negatively impact local, regional and state economies; infrastructure development; habitat; ecological communities, including native fish and wildlife populations; spread invasive species and exotic diseases; reduce drinking water supplies and recreational opportunities; and pose flooding, drought and health threats to our citizens; and

WHEREAS, efforts to address energy and climate issues provide an opportunity to move toward energy self-reliance and greater community resiliency and quality of life; provide environmentally healthy and cheaper-to-operate public buildings; encourage new economic development and local jobs; and support local food and renewable energy production; and

WHEREAS, the City of Mora has one or more energy/climate/quality of life/sustainability actions or initiatives or resolutions enacted by the city or by others in the city; and

NOW, THEREFORE, be it resolved that the City Council of the City of Mora does hereby authorize the City of Mora (the City) to participate in the Minnesota GreenStep Cities program that offers a free, voluntary continuous improvement framework. Passage of this participation resolution allows the City to be recognized as a Step One GreenStep City by the League of Minnesota Cities. Be it further resolved that the City:

- 1. Appoints Alison Holland to serve as the City's GreenStep coordinator for best practice documentation/implementation as the city's GreenStep coordination team; and
- 2. Will facilitate the involvement of community members, local school districts and other units of government as appropriate in the planning, promoting and/or implementing of GreenStep Cities best practices; and

- 3. Grants to the GreenStep program staff review access to the City's B3 Benchmarking Database so as to facilitate analysis and cost-saving technical assistance to the City regarding its buildings' energy use; and
- 4. Will provide feedback once a year on how well the GreenStep program is serving the city and on city needs from the program; and
- 5. Will claim credit for having implemented and will work at its own pace toward implementing any 6 GreenStep best practices that will result in energy use reduction, economic savings, quality of life improvement, reduction in the City's greenhouse gas footprint, and recognition by the League of Minnesota Cities as a Step Two GreenStep City. An on-going summary of the City's implementation of best practices will be posted by the City on the Minnesota GreenStep Cities web site.

ATTEST: City Clerk

By: Mayor

3/15/2022 Date: _

ATTACHMENT A - APPLICANT'S RESOLUTION

A copy of this approved resolution, with no wording changes, must be included with the application.

BE IT RESOLVED that <u>City of Mora</u> act as legal sponsor for the project contained in the Outdoor Recreation Grant application to be submitted on <u>03/20/2022</u> and that <u>City of Mora, Jeff Krie</u> is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of <u>City of Mora</u>.

BE IT FURTHER RESOLVED that the applicant has read the Conflict of Interest Policy contained in the Outdoor Recreation Grant Program Manual and, upon discovery, certifies it will report to the State any actual, potential, or perceived individual or organizational conflicts of interest to the application or grant award.

BE IT FURTHER RESOLVED that <u>City of Mora</u> has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

BE IT FURTHER RESOLVED that <u>City of Mora has not incurred any development costs and has</u> not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

BE IT FURTHER RESOLVED that <u>City of Mora</u> has or will acquire fee title or permanent easement over the land described in the site plan included in the application.

BE IT FURTHER RESOLVED that, upon approval of its application by the State, <u>City of Mora may enter into an agreement with the State for the above-referenced project, and that City of Mora certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.</u>

NOW, THEREFORE BE IT RESOLVED that <u>ALAN SKRAMSTAD</u> is hereby authorized to execute such agreements as necessary to implement the project on behalf of the applicant.

I CERTIFY THAT the above resolution was adopted by the City Council of City of Mora on 03/15/2022.

SIGNED (Signature)

WITNESSED: (Signature) (Title) Since

November 2021