



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

**CITY COUNCIL MEETING AGENDA**  
**Monday, December 19, 2022**  
**5:00 PM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, December 19, 2022 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, December 5, 2022 Regular meeting.

VERIFIED CLAIMS:

2. Approve the verified claims for the period November 29, 2022 to December 12, 2022 in the total amount of \$838,398.89.

CONSENT AGENDA:

3. Consider approval of an SLA with SEH for the former Forest Lake site utility design, CP 2022-5.
4. Consider adopting a resolution approving LG214 Premises Permit for Turn In Poachers.
5. Consider entering into an Ice Rink Construction and Maintenance Agreement with ISD 318.
6. Consider entering into an Agreement with ISD 318 for use of the IRA Civic Center.
7. Consider adopting a resolution establishing 2023 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.
8. Consider approval of a Delegated Contract Process Agreement between the State of Minnesota and the City of Grand Rapids.
9. Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.
10. Consider approving temporary liquor licenses for MacRostie Art Center for six First Friday events in 2023.

- [11.](#) Consider acknowledging notice of intent to amend City Council By-Laws
- [12.](#) Consider terminating Joint Road Ownership Agreement with Harris Township.
- [13.](#) Consider approving a labor agreement with the LELS #239, Police Officers
- [14.](#) Approve 2023 Theatre License for Mann Theatres Inc.
- [15.](#) Approve 2023 Taxi license for Rapid Taxi, contingent upon receipt of required documentation and fees.
- [16.](#) Consider adopting a resolution to authorize closing Capital Projects Fund-2020 Infrastructure Fund.
- [17.](#) Consider Turfwerks Agreement with SLL
- [18.](#) Consider approving five (5) year extension of Contract for Municipal Services between City of Grand Rapids and Itasca County for connection to emergency generator.
- [19.](#) Consider adopting a resolution establishing the official polling places for Grand Rapids Precincts One, Two, Three and Four
- [20.](#) Consider an agreement with Loren Solberg

SET REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

- [21.](#) Consider adopting a resolution accepting low bid and entering into an agreement with TNT Construction Group, LLC, for the Grand Rapids-Cohasset Industrial Park Infrastructure Project

FINANCE:

- [22.](#) Consider approving resolutions adopting the 2022 Tax Levy Payable 2023, 2023 General Fund Budgets, 2023 Special Revenue Budgets and 2023 Enterprise Budgets.

POLICE:

- [23.](#) Consider adopting a resolution accepting a donation of \$500.00 from Hill City Lions Club to support Grand Rapids Police Shop with a Hero Program

COUNCIL:

- [24.](#) Consider appointing members to Boards & Commissions.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR MONDAY, JANUARY 9, 2023, AT 5:00 PM

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

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 all City 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.

ATTEST: Kimberly Gibeau, City Clerk



CITY OF  
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**CITY COUNCIL MEETING MINUTES**  
**Monday, December 05, 2022**  
**6:30 PM**

Mayor Christy called the meeting to order at 6:30 PM.

**PRESENT:** Mayor Dale Christy, Councilor Dale Adams, Councilor Rick Blake, Councilor Tasha Connelly. **ABSENT:** Councilor Michelle Toven

**STAFF:** Barb Baird, Laura Pfeifer, Andy Morgan, Kevin Ott, Will Richter, Chad Sterle

**PUBLIC FORUM:** No one from the public wished to speak.

**COUNCIL REPORTS:**

Councilor Blake attended the CGMC Fall Conference in November, noting that newly elected City Councilor Molly MacGregor whose term will begin in January 2023, also attended and will serve as representative for the City of Grand Rapids in 2023.

**APPROVAL OF MINUTES:**

1. Approve Council minutes for Monday, November 28, 2022 Worksession and Regular meetings.

Motion made by Councilor Adams, Second by Councilor Connelly to approve Council minutes as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Blake, Councilor Connelly

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period November 22, 2022 to November 28, 2022 in the total amount of \$263,528.57.

Motion made by Councilor Blake, Second by Councilor Connelly to approve the verified claims as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Blake, Councilor Connelly

**CONSENT AGENDA:**

3. Consider the resignation of Becky Sutherland from Police Administrative Assistant, and authorize staff to begin the process for filling the position.



4. Consider authorizing the Police Department to begin the process of hiring the open position of Police Officer.
5. Consider approving temporary liquor permits for Curling Association events for 2023
6. Consider approving memorandum of understanding with Public Works Union relative to the Central Pension Fund
7. Consider Change Order 1 related to IRA Civic Center Improvements
8. Consider an Agreement with MacRostie Art for services

Motion made by Councilor Connelly, Second by Councilor Adams to approve the Consent agenda as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Blake, Councilor Connelly

#### SET REGULAR AGENDA:

Motion made by Councilor Adams, Second by Councilor Blake to approve the regular agenda as amended, removing item #9. Voting Yea: Mayor Christy, Councilor Adams, Councilor Blake, Councilor Connelly

#### COMMUNITY DEVELOPMENT:

Item #9 removed from the agenda.

#### FINANCE:

10. Consider adopting a resolution awarding the sale of the \$10,000,000 Taxable General Obligation Temporary Bonds, Series 2022A.

Motion made by Councilor Adams, Second by Councilor Blake adopting **Resolution 22-108**, awarding the sale of \$10,000,000 Taxable General Obligation Temporary Bonds, Series 2022A. Voting Yea: Mayor Christy, Councilor Adams, Councilor Blake, Councilor Connelly

#### COUNCIL:

11. Consider nominating Council representative to the RAMS Board of Directors for January 2023 through December 31, 2023.

Motion made by Councilor Blake, Second by Councilor Connelly nominating Councilor Dale Adams as representative to the RAMS Board of directors for the 2023 calendar year. Voting Yea: Mayor Christy, Councilor Adams, Councilor Blake, Councilor Connelly

#### PUBLIC HEARING:

Recessed the regular meeting at 6:45pm for Public Hearing at 7:00pm.

Reconvened at 7:00pm.

12. Conduct a Public Hearing on 2022 Levy Payable in 2023 and 2023 budget at 7:00 p.m.as stated in the Truth in Taxation Statements

Director of Finance, Barb Baird, conducted Truth in Taxation presentation.

Motion made by Councilor Connelly, Second by Councilor Adams to open the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor Blake, Councilor Connelly

Mayor Christy stated the reason for the public hearing. City Clerk Gibeau noted that all required notices have been made there has been no correspondence received in the clerk's office.

Maxine Moe, 750 Unser Road, addressed the Council over concerns for her 47.3% property tax increase.

William Kirkpatrick, 716 NW 3rd Avenue, discussed the decrease in exclusions and increases in property value and taxes; expressing concerns for individuals and seniors on fixed incomes being taxed out of their homes.

No one else wished to speak, therefore the following motion was made.

Motion made by Councilor Blake, Second by Councilor Connelly to close the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor Blake, Councilor Connelly

ADJOURNMENT:

There being no further business, the meeting adjourned at 7:12pm.

Respectfully submitted:

Kimberly Gibeau, City Clerk

DATE: 12/15/2022  
 TIME: 09:49:23  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/19/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
1205090	LEAGUE OF MINNESOTA CITIES	350.00
1915248	SHI INTERNATIONAL CORP	8,306.00
	TOTAL	8,656.00
CITY WIDE		
1301145	MARCO TECHNOLOGIES, LLC	1,500.00
1309146	MACROSTIE ART CENTER	2,200.00
1503245	OFFICE ENTERPRISES INC	506.25
T001459	JENNIFER GORMAN	297.00
	TOTAL CITY WIDE	4,503.25
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN, CHARTERED	146.70
	TOTAL SPECIAL PROJECTS-NON BUDGETED	146.70
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1301020	MADDEN GALANTER HANSEN, LLP	228.00
	TOTAL ADMINISTRATION	1,828.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0701650	GARTNER REFRIGERATION CO	2,079.36
0920060	ITASCA COUNTY TREASURER	2,040.70
1901535	SANDSTROM'S INC	246.84
	TOTAL BUILDING SAFETY DIVISION	4,419.79
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	66.72
	TOTAL COMMUNITY DEVELOPMENT	66.72
FIRE		
0118100	ARAMARK UNIFORM SERVICES	27.56
0221650	BURGGRAF'S ACE HARDWARE	32.56

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
0301685	CARQUEST AUTO PARTS	113.40
0401804	DAVIS OIL INC	525.73
0409730	DIVERSIFIED INSPECTIONS INC	1,884.94
0718211	GREAT PLAINS FIRE INC	307.70
0920060	ITASCA COUNTY TREASURER	350.10
1301014	MACQUEEN EMERGENCY GROUP	2,493.92
	TOTAL FIRE	5,735.91
INFORMATION TECHNOLOGY		
0221650	BURGGRAF'S ACE HARDWARE	33.95
	TOTAL INFORMATION TECHNOLOGY	33.95
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	2,037.25
0103325	ACHESON TIRE INC	1,547.96
0104799	ADVANCED SERVICES INC	1,714.00
0221650	BURGGRAF'S ACE HARDWARE	44.94
0301655	CARGILL INCORPORATED	7,074.48
0301685	CARQUEST AUTO PARTS	69.57
0315455	COLE HARDWARE INC	269.53
0401420	DAKOTA FLUID POWER, INC	55.59
0401804	DAVIS OIL INC	4,519.09
0409715	DISPLAY SALES COMPANY	12,641.20
0514802	ENVIROTECH SERVICES INC	8,177.28
0601690	FASTENAL COMPANY	1,561.76
0800040	H & L MESABI	2,970.00
0800074	H & R CONSTRUCTION CO	5,877.15
0815730	HOTSY MINNESOTA	839.38
0920060	ITASCA COUNTY TREASURER	717.19
1200500	L&M SUPPLY	73.94
1301213	MARTIN'S SNOWPLOW & EQUIP	254.96
1315690	MORTON SALT	5,595.72
1421155	NUCH'S IN THE CORNER	48.00
1801610	RAPIDS PLUMBING & HEATING INC	304.71
1801615	RAPIDS WELDING SUPPLY INC	125.72
1801899	RAY'S SPORT & CYCLE	2,184.48
1909700	SIR LINES-A-LOT, LLC	14,158.98
1911545	SKOGLUND ELECTRIC LLC	692.08
2018560	TROUT ENTERPRISES INC	600.00
2305453	WESCO RECEIVABLES CORP	11,648.00
	TOTAL PUBLIC WORKS	85,802.96

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INVOICES DUE ON/BEFORE 12/19/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	173.36
0914200	INDUSTRIAL LUBRICANT COMPANY	677.50
0920060	ITASCA COUNTY TREASURER	90.33
1201850	LAWSON PRODUCTS INC	86.02
TOTAL FLEET MAINTENANCE		1,027.21
POLICE		
0301685	CARQUEST AUTO PARTS	285.21
0409501	JOHN P. DIMICH	4,583.33
0601346	FAIRVIEW HEALTH SERVICES	1,227.00
0712225	GLEN'S ARMY NAVY STORE INC	449.19
0718195	GREAT ENGRAVINGS	68.00
0920060	ITASCA COUNTY TREASURER	3,333.69
1301025	MAKI BODY & GLASS	1,822.88
1309090	SUPERONE FOODS NORTH	9.89
1801611	RAPIDS RADIO LLC	375.00
1920233	STREICHER'S INC	2,466.94
TOTAL POLICE		14,621.13
GENERAL FUND-LIQUOR/CHART GAMB		
0609685	FIREMEN'S RELIEF ASSOCIATION	200.00
TOTAL		200.00
CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	333.48
0315455	COLE HARDWARE INC	24.88
0701650	GARTNER REFRIGERATION CO	3,890.32
0718010	CITY OF GRAND RAPIDS	12,000.00
2209705	VISIT GRAND RAPIDS INC	1,211.63
TOTAL		17,460.31
AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE	179.89
0301685	CARQUEST AUTO PARTS	28.21
0401804	DAVIS OIL INC	80.00

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INVOICES DUE ON/BEFORE 12/19/2022

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0504825	EDWARDS OIL INC	1,983.28
0718010	CITY OF GRAND RAPIDS	300.00
1301213	MARTIN'S SNOWPLOW & EQUIP	687.55
	TOTAL	3,258.93
CIVIC CENTER		
0104815	ADVANTAGE SYSTEMS GROUP	49.90
	TOTAL	49.90
GENERAL ADMINISTRATION		
0104815	ADVANTAGE SYSTEMS GROUP	24.95
0205153	BECKER ARENA PRODUCTS INC	111.78
0221650	BURGGRAF'S ACE HARDWARE	234.48
0315455	COLE HARDWARE INC	42.47
0701650	GARTNER REFRIGERATION CO	2,737.12
0718010	CITY OF GRAND RAPIDS	11,000.00
0920060	ITASCA COUNTY TREASURER	63.17
1201430	LAKE SUPERIOR CUTTING EDGE LLC	180.00
1901535	SANDSTROM'S INC	960.47
2209421	VIKING ELECTRIC SUPPLY INC	1,101.75
	TOTAL GENERAL ADMINISTRATION	16,456.19
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	17.98
0718010	CITY OF GRAND RAPIDS	400.00
0800040	H & L MESABI	576.00
0920060	ITASCA COUNTY TREASURER	113.86
1200500	L&M SUPPLY	13.89
	TOTAL	1,121.73
DOMESTIC ANIMAL CONTROL FAC		
0718010	CITY OF GRAND RAPIDS	500.00
0920060	ITASCA COUNTY TREASURER	320.11
	TOTAL	820.11

Item 2.

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INVOICES DUE ON/BEFORE 12/19/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL CAPITAL IMPRV PROJECTS		
0405223	MDI	26,309.28
	TOTAL	26,309.28
2022-1 HIGHWAY 2 LIGHTING		
1900225	SEH	1,183.38
	TOTAL 2022-1 HIGHWAY 2 LIGHTING	1,183.38
GR/COHASSET IND PK INFRAST		
1900225	SEH	2,772.00
	TOTAL	2,772.00
PARK ACQUISITION & DEVELOPMENT		
MS RIVER PARK		
0221650	BURGGRAF'S ACE HARDWARE	12.99
	TOTAL MS RIVER PARK	12.99
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
2018680	TRU NORTH ELECTRIC LLC	4,405.20
	TOTAL CP2020/FD-1 NEW FIRE HALL	4,405.20
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0801670	HART ELECTRIC	12,350.00
0900055	ICS CONSULTING INC	7,921.00
1915248	SHI INTERNATIONAL CORP	3,500.00
2000522	TNT CONSTRUCTION GROUP, LLC	38,000.00
	TOTAL IRA CIVIC CENTER RENOVATION	61,771.00
2022 INFRASTRUCTURE/ARPA		
21ST STREET IMPROVEMENTS		
1900225	SEH	8,260.72
	TOTAL 21ST STREET IMPROVEMENTS	8,260.72

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 12/19/2022

VENDOR #	NAME	AMOUNT DUE
-----		
PIR-PERMANENT IMPRV NO PROJECT	REVOLV FND	
0503422	ECK DESIGN LLC	6,095.00
	TOTAL NO PROJECT	6,095.00
STORM WATER UTILITY		
0401804	DAVIS OIL INC	1,050.19
0718010	CITY OF GRAND RAPIDS	500.00
0920060	ITASCA COUNTY TREASURER	204.80
1303039	MCCOY CONSTRUCTION & FORESTRY	4,900.00
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
	TOTAL	8,854.99
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$285,873.35
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	4,026.06
0104095	DALE ADAMS	73.75
0113105	AMAZON CAPITAL SERVICES	261.47
0201354	B. BAIRD-PETTY CASH FUND	39.85
0205640	LEAGUE OF MN CITIES INS TRUST	417.60
0212126	RICK BLAKE	321.14
0305530	CENTURYLINK QC	259.00
0309600	CIRCLE K/HOLIDAY	82.70
0315515	COMPUTERSHARE TRUST CO, NA	525.00
0605191	FIDELITY SECURITY LIFE	93.50
0605210	FEDEX FREIGHT, INC	77.00
0718015	GRAND RAPIDS CITY PAYROLL	380,925.51
0718070	GRAND RAPIDS STATE BANK	439.33
0815440	HOLIDAY STATIONSTORES LLC	220.00
0900060	ICTV	100.00
1201402	LAKE COUNTRY POWER	45.65
1301145	MARCO TECHNOLOGIES, LLC	70.93
1305046	MEDIACOM LLC	136.90
1305065	MEDTOX LABORATORIES INC	79.40
1305725	METROPOLITAN LIFE INSURANCE CO	2,093.47
1309199	MINNESOTA ENERGY RESOURCES	624.46
1309332	MN STATE RETIREMENT SYSTEM	2,184.00
1516220	OPERATING ENGINEERS LOCAL #49	115,395.00
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	1,266.34
1621125	PUBLIC UTILITIES COMMISSION	1,092.42
1721095	QUADIENT, INC	1,000.00
1903555	ERIK SCOTT	88.75



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INVOICES DUE ON/BEFORE 12/19/2022

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
2000100	TASC	31.50
2100265	U.S. BANK	1,050.00
2114360	UNITED PARCEL SERVICE	16.98
2209705	VISIT GRAND RAPIDS INC	31,260.19
2301700	WM CORPORATE SERVICES, INC	2,801.10
2305825	WEX INC	4,403.45
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$552,525.54
TOTAL ALL DEPARTMENTS		\$838,398.89



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2022

**AGENDA ITEM:** Consider approval of an SLA with SEH for the former Forest Lake site utility design, CP 2022-5.

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

City Project 2022-5 includes the utility design for the former Forest Lake site which is to be redeveloped into single family home sites.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve an SLA with SEH for the former Forest Lake site utility design, CP 2022-5.

## Supplemental Letter Agreement No. 2022-5

December 19, 2022

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

RE: Forest Lake Site  
City Project 2022-56  
Utility Design

Dear Mayor Christy,

City Project 2022-5 includes Parcels 91-555-0910 and 91-420-0510 located in Itasca County, Minnesota. It is understood the two parcels are proposed to be split up into approximately 22 single family homes, with an alley located in the center of the existing Parcel 91-55-0910 and then returning to the intersection of 7th Avenue NW and 7th Street NW. Utilities will need to be extended through the site to extend services to the proposed single-family homes.

The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) for the utility design of the project area for your consideration. Our estimated work scope and fees for this project are listed below.

### **Utility Design**

Short Elliott Hendrickson Inc. (SEH) will perform engineering tasks as required to design the proposed sanitary sewer, watermain, and services to the proposed lots. This includes topographic survey, design of proposed infrastructure, preparation of required permits and paperwork for necessary agencies (excluding wetland permitting), specification preparation, bidding documents, answer questions during bidding phase, bid opening, tabulation of bids, and letter of recommendation based on bids.

### **Miscellaneous Services**

SEH will coordinate any additional activities outside of the scope of utility design as requested by The City Engineer.

**Project Schedule**

Design work will be coordinated with Grand Rapids Economic Development platting schedule.

**Fee Schedule**

The fees for design will be as listed in the Master Engineering Services Contract for a Reconstruction Project (design fee = 7.0% of low construction bid). The current estimate of the construction cost is estimated to be \$610,000 which equates to an estimated SEH design fee of \$42,700.

The fees for the miscellaneous services are listed in the Master Engineering Services Agreement that is in place between the City of Grand Rapids and Short Elliott Hendrickson, Inc. (SEH) (hourly work as shown in Exhibit "B"). The estimated fee for this work is \$5,000.00.

In accordance with the Master Engineering Services Contract between The City of Grand Rapids ("Client") and Short Elliott Hendrickson Inc. ("Consultant"), effective January 4, 2021, this Supplemental Letter Agreement dated December 19, 2022 authorizes and describes the scope and schedule for the Consultant's work on the project described.

We look forward to working with you on this project. If this SLA is acceptable, please sign in the space provided and return a copy to us. We will then begin work immediately. Please contact us if you have any questions regarding this supplemental letter agreement.

Sincerely,  
Short Elliott Hendrickson Inc.



Sara Christenson, PE (Lic. MN)  
Client Service Manager/Project Manager

**City of Grand Rapids Authorization:**

\_\_\_\_\_  
Kim Johnson-Gibeau  
City Clerk

\_\_\_\_\_  
Dale Christy  
Mayor of Grand Rapids

C: SEH contract file  
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Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

RESOLUTION APPROVING TURN IN POACHERS PREMISES PERMIT

WHEREAS, the Turn In Poachers organization has presented the City Council of Grand Rapids a LG214 Premises Permit application to conduct gambling at Timberlake Lodge Hotel, 144 Southeast 17<sup>th</sup> Street, Grand Rapids, Minnesota; and

WHEREAS, the Gambling Control board may not issue a Premises Permit without City Council approval.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids approves the LG214 Premises Permit Application for Turn in Poachers to conduct gambling at the Timberlake Lodge Hotel, 144 SE 17<sup>th</sup> Street, Grand Rapids, Minnesota.

Adopted by the Council this 19<sup>th</sup> day of December 2022.

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

ATTEST:

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

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

LG214 Premises Permit Application

Annual Fee \$150 (NON-REFUNDABLE)

REQUIRED ATTACHMENTS TO LG214

- 1. If the premises is leased, attach a copy of your lease. Use **LG215 Lease for Lawful Gambling Activity**.
- 2. \$150 annual premises permit fee, for each permit (non-refundable). Make check payable to "State of Minnesota."

Mail the application and required attachments to:

Minnesota Gambling Control Board  
1711 West County Road B, Suite 300 South  
Roseville, MN 55113

Questions? Call 651-539-1900 and ask for Licensing.

ORGANIZATION INFORMATION

Organization Name: Turn in Poachers License Number: \_\_\_\_\_  
 Chief Executive Officer (CEO) Mitch CARDWELL Daytime Phone 218-969-5229  
 Gambling Manager: Same Daytime Phone: Same

GAMBLING PREMISES INFORMATION

Current name of site where gambling will be conducted: Timberlake Lodge Hotel  
 List any previous names for this location: \_\_\_\_\_  
 Street address where premises is located: 144 SE 17th St.  
(Do not use a P.O. box number or mailing address.)

City: Grand Rapids OR Township: \_\_\_\_\_ County: Itasca Zip Code: 55744

Does your organization own the building where the gambling will be conducted?  
 Yes  No If no, attach LG215 Lease for Lawful Gambling Activity.

A lease is not required if only a raffle will be conducted.

Is any other organization conducting gambling at this site?  Yes  No  Don't know

Note: Bar bingo can only be conducted at a site where another form of lawful gambling is being conducted by the applying organization or another permitted organization. Electronic games can only be conducted at a site where paper pull-tabs are played.

Has your organization previously conducted gambling at this site?  Yes  No  Don't know

GAMBLING BANK ACCOUNT INFORMATION; MUST BE IN MINNESOTA

Bank Name: Affinity Plus Federal Credit Union Bank Account Number: 1010 526 730  
 Bank Street Address: 2120 SE 2nd Ave City: Grand Rapids State: MN Zip Code: 55744

ALL TEMPORARY AND PERMANENT OFF-SITE STORAGE SPACES

Address (Do not use a P.O. box number): \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_  
 \_\_\_\_\_ MN \_\_\_\_\_  
 \_\_\_\_\_ MN \_\_\_\_\_  
 \_\_\_\_\_ MN \_\_\_\_\_

**ACKNOWLEDGMENT BY LOCAL UNIT OF GOVERNMENT: APPROVAL BY RESOLUTION**

**CITY APPROVAL  
for a gambling premises  
located within city limits**

City Name: Grand Rapids

Date Approved by City Council: December 19, 2022

Resolution Number: \_\_\_\_\_  
(If none, attach meeting minutes.)

Signature of City Personnel: \_\_\_\_\_

Title: City Clerk Date Signed: 12/20/2022

**Local unit of government  
must sign.**

**COUNTY APPROVAL  
for a gambling premises  
located in a township**

County Name: \_\_\_\_\_

Date Approved by County Board: \_\_\_\_\_

Resolution Number: \_\_\_\_\_  
(If none, attach meeting minutes.)

Signature of County Personnel: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

TOWNSHIP NAME: \_\_\_\_\_

**Complete below only if required by the county.**  
On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.)

Print Township Name: \_\_\_\_\_

Signature of Township Officer: \_\_\_\_\_

Title: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**ACKNOWLEDGMENT AND OATH**

- |  |   |
|--|---|
| <ol style="list-style-type: none"> <li>1. I hereby consent that local law enforcement officers, the Board or its agents, and the commissioners of revenue or public safety and their agents may enter and inspect the premises.</li> <li>2. The Board and its agents, and the commissioners of revenue and public safety and their agents, are authorized to inspect the bank records of the gambling account whenever necessary to fulfill requirements of current gambling rules and law.</li> <li>3. I have read this application and all information submitted to the Board is true, accurate, and complete.</li> <li>4. All required information has been fully disclosed.</li> <li>5. I am the chief executive officer of the organization.</li> </ol> | <ol style="list-style-type: none"> <li>6. I assume full responsibility for the fair and lawful operation of all activities to be conducted.</li> <li>7. I will familiarize myself with the laws of Minnesota governing lawful gambling and rules of the Board and agree, if licensed, to abide by those laws and rules, including amendments to them.</li> <li>8. Any changes in application information will be submitted to the Board no later than ten days after the change has taken effect.</li> <li>9. I understand that failure to provide required information or providing false or misleading information may result in the denial or revocation of the license.</li> <li>10. I understand the fee is non-refundable regardless of license approval/denial.</li> </ol> |
|--|---|
- 11-30-22

**Signature of Chief Executive Officer (designee may not sign)**

**Date**

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application. Your organization's name and address will be public information when received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public. If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public. Private data about your organization are available to: Board members, Board staff whose work requires access to the information; Minnesota's Department of Public Safety, Attorney General, Commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor, national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** Dec. 19, 2022

**AGENDA ITEM:** Consider entering into an Ice Rink Construction and Maintenance Agreement with ISD 318.

**PREPARED BY:** Dale Anderson, Director of Parks & Recreation

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### BACKGROUND:

This summer we are relocating the Murphy Outdoor Rink to ISD 318 property adjacent to the Middle School. City staff met with ISD 318 staff and have agreed on a site that will work great for both the Middle School and the East Elementary School to have access to skating. We will be repurposing the dasher boards from the West Rink at the Civic Center to the new outdoor site. Public Works will do all site prep and move the warming shack to the new location.

### REQUESTED COUNCIL ACTION:

Make a motion to enter into an Ice Rink Construction and Maintenance Agreement with ISD 318.



## ICE RINK CONSTRUCTION AND MAINTENANCE AGREEMENT

This Agreement ("Agreement") is made this 5<sup>th</sup> day of December, 2022, by and between the City of Grand Rapids, a Minnesota municipal corporation located at 420 No. Pokegama Avenue, Grand Rapids, Minnesota ("City"), and the Independent School District 318, Grand Rapids, Minnesota ("ISD 318").

### RECITALS

- A. The City desires to work cooperatively with ISD 318 to establish and operate an outdoor ice rink on property owned by ISD 318 and located adjacent to the Grand Rapids Middle School, on 11<sup>th</sup> Avenue NE in the City of Grand Rapids ("Rink").
- B. ISD 318 desires to work cooperatively with City in the establishment and operation of the Rink in accordance with the terms and conditions of this Agreement.

### AGREEMENT

In consideration of the mutual promises and agreements contained herein, the parties hereby agree as follows:

1. City Responsibilities:
  - a. City will install a dasher board system, build the Warming Shack and install overhead lighting at City's expense per the agreed upon layout in Exhibit A.
  - b. City will build and maintain the ice sheet during each season.
  - c. City will be responsible for snow removal to allow access to the Warming Shack and removal of snow from the ice rink.
  - d. City agrees to provide the required personnel and related support services and supplies to provide the services necessary to operate the Warming Shack.
  - e. City shall provide the Ice Rink with all applicable utility services and shall pay the utility directly for such services. "Utilities" shall include water, electric, and gas service.
  - f. Cooperate with ISD 318 to the fullest extent possible in the operation of the ice rink.
2. ISD 318 Responsibilities:
  - a. Cooperate with the City to the fullest extent possible in the operation of the ice rink.

3. Use of Facilities/Rental Fees: The premises is intended for use by the public as an ice-skating rink, ice hockey and figure skating training facility, and other uses compatible therewith. There will be no rental fees charged for use of the facilities.

4. Hours of Operation and Scheduling: The Ice Rink will be operational as soon as weather permits each season. While the rink is operational, the Warming Shack will be open from 3:30 p.m. to 9:00 p.m. Monday through Friday, and 12:00 p.m. to 8:00 p.m. on Saturdays and Sundays. Scheduling will take place through the City's Recreation Department. ISD 318 shall be allowed to reserve the rink with prior approval from City.

5. Term and Termination: The term of this Agreement shall be from January 1, 2022, regardless of the dates of execution, until terminated as provided herein. This Agreement may be terminated by any party for any reason after thirty (30) days written notice to the other party. Upon termination, City shall relocate the Warming Shack, dasher boards and lighting at City's expense and agrees to return the property to its original condition as soon as reasonably possible.

6. Mutual Release and Indemnification: Each party shall indemnify and hold the other harmless from any claims by reason of death of or injuries sustained by or property damage suffered by any person in any manner whatsoever, unless such claims arise from the negligence or intentional acts of a party, its employees and/or agents.

Each party shall indemnify the other against all liabilities, expenses, costs and losses, including reasonable attorney's fees, arising out of or relating to the failure by either party to perform any covenant required to be performed by said party under this Agreement other than such claims arising out of intentional or negligent acts of the party, its employees and/or agents.

7. Additional Insured: By endorsement to the general liability insurance policy evidenced by ISD 318, the City, its officers and employees shall be named as additional insureds for all liability arising from this contract.

8. Owner of Premises: This agreement does not change the ownership of the premises and ISD 318 remains the sole owner. The premises has been, is, and will continue to be tax-exempt.

9. Entire Agreement: The entire agreement of the parties is contained in this document and its Exhibits. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter of this Agreement. This Agreement is valid only when signed by all the parties.

10. Amendment: Any amendment of this Agreement must be in writing and signed by all parties.

11. Assignment: The rights and obligations created by this Agreement are assignable only by the written consent of all parties.

12. Notices: All notices required to be given by any party pursuant to this Agreement shall be in writing and sent to the other party at the following addresses:

**ISD 318:** Matt Grose  
ISD 318  
820 NW 1<sup>st</sup> Avenue  
Grand Rapids, MN 55744

**City:** Dale Anderson  
City of Grand Rapids  
420 No. Pokegama Ave.  
Grand Rapids, MN 55744

All notices shall be deemed received when delivered, if hand-delivered, or three business days after deposit with the US Postal Service, postage prepaid. Notices by fax or email alone are not sufficient.

13. Independent Contractor: Nothing in this Agreement is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association between the City and ISD 318. None of ISD 318's employees, agents, or representatives shall be considered employees, agents or representatives of City.

14. Applicable Law: This Agreement will be governed and construed in accordance with the laws of the State of Minnesota.

15. Attorney's Fees: In the event legal action is brought to enforce this agreement or any of its provisions, the prevailing party shall be entitled to reasonable attorney's fees and costs.

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the date first written above.

Independent School District 318

City of Grand Rapids

By:   
Matt Grose, Superintendent

By: \_\_\_\_\_  
Dale Christy, Mayor

Date: 12/5/22

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** Dec. 19, 2022

**AGENDA ITEM:** Consider entering into an Agreement with ISD 318 for use of the IRA Civic Center.

**PREPARED BY:** Dale Anderson, Director of Parks & Recreation

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### BACKGROUND:

Attached is the lease agreement with ISD 318 for use of the IRA Civic Center. Included in the lease is their ice usage, permanent locker rooms, dryfloor usage, crowd control, and medical staff. The agreement reflects 3% annual payment increases.

### REQUESTED COUNCIL ACTION:

Make a motion to enter into an Agreement with ISD 318 for use of the IRA Civic Center.

Member Schroeder introduced the following resolution and moved its adoption:

**RESOLUTION APPROVING IRA CIVIC CENTER  
LEASE AGREEMENT**

THIS LEASE AGREEMENT, by and between the City of Grand Rapids, Minnesota a municipal corporation, hereinafter referred to as the "City", and Independent School District No. 318, Grand Rapids, Minnesota, hereinafter referred to as the "School", entered into this 5th day of December, 2022.

**RECITALS**

WHEREAS, City owns and operates the IRA Civic Center; and

WHEREAS, School has determined that the IRA Civic Center is a suitable facility for conducting SCHOOL's various academic and athletic programs and ceremonial events; and

WHEREAS, School wishes to lease the IRA Civic Center, on occasion in its entirety and on other occasions specific portions thereof; and

WHEREAS, City and School wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which School shall lease the IRA Civic Center or portions thereof;

NOW THEREFORE, for good and valuable mutual consideration, City and School mutually agree as follows:

**ARTICLE I - AGREEMENT TO LEASE**

WHEREAS, the City is a Statutory City organized under *Minnesota Statute Chapter 412*, with the authority to provide for the economic development and general welfare of the City, in accordance with statutory authority, including the ability to enter contracts; and Lease Agreement.

WHEREAS, in consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, City does hereby lease to School the IRA Civic Center solely to the extent specified in this Lease Agreement.

1. In consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, City does hereby lease to School the IRA Civic Center solely to the extent specified in this Lease Agreement.
2. The City is in the process of remodeling the IRA Civic Center on City-owned real property located at 1401 Third Avenue NW, Grand Rapids, MN 55744 (the "Property"); and
3. Pursuant to 2020 Laws of Minnesota, Chapter 3, Art. 1, Section 21, Subdivision 21, the City was awarded a grant from the State of Minnesota in the amount of \$5 million (the "State Grant") for the purpose of design, construction, and equipping of capital improvements to the IRA Civic Center, thereon (the "Project"), as set forth in that certain Grant Agreement – Construction Grant for the IRA Civic Center, SPAP-20-0014-P-FY23, dated October 22, 2020 (the "State Grant Agreement").
4. Under the provisions of *Minnesota Statutes, Sections 471.15 to 471.191*, the City is authorized to remodel the Property as a civic center, and to thereafter expend funds for the operation and maintenance of the civic center and the operation of the Governmental Program (as defined in the State Grant Agreement) as a part of its program of public recreation, and to directly operate such program; and

5. The total cost to construct the Project with the additional amenities the City plans to provide is likely to exceed \$15.5 million, and the City is seeking to raise third-party funds to assist in the financing of that portion of the remodeling of the Civic Center that exceeds the \$5 million State Grant and the City match; and
6. The City has determined that the School possess the resources to assist the City in carrying out the Governmental Program by supporting the Governmental Program financially; and
7. The City believes adequate funding and support of the Civic Center will encourage economic development of the City and promote tourism for the betterment of the Grand Rapids community; and
8. The School desires to contribute funding in the form of lease payments to support the remodeling of the Civic Center; and
9. Conditions Precedent. All obligations of the Parties set forth herein are subject to the conditions precedent that the Parties shall have received the following (unless waived in writing by the Parties):
  - a. Resolution of the School authorizing body the terms and conditions of this Agreement;
  - b. Resolution of the Grand Rapids City Council authorizing the approval of the terms and conditions of this Agreement;
  - c. A favorable written opinion of City of Grand Rapids legal counsel that all necessary approvals, including, but not limited to, the Minnesota Department of Department of Management and Budget (“MMB”) have been received by the City to move forward with this Agreement.
10. No Joint Venture. Nothing herein contained shall be construed to place the parties in a relationship of partners or joint ventures and neither party shall have the power to obligate or bind the other in any manner whatsoever.
11. Dispute Resolution. Parties agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
12. State Grant Agreement Requirements. In addition to the requirements related to the State Grant and the State Grant Agreement set forth elsewhere in this Agreement, the provisions set forth in this Section are required under the State Grant Agreement.
  - a. The Parties acknowledge and recognize that this Agreement is subject to the terms and conditions of the State Grant Agreement. Accordingly, this Agreement must be approved in writing by the Commissioner of Management and Budget (“Commissioner”), and absent such approval it is null and void and of no force or effect. The Parties agree to cooperate to obtain all necessary approvals and signatures under the State Grant Agreement.
  - b. The Parties acknowledge and recognize that the terms, conditions and provisions of the State Grant Agreement control over any inconsistent provisions in this Agreement.
  - c. The Parties acknowledge that the City is a public body with authority under the Act to own the Civic Center and operate the Governmental Program, as defined in the State Grant Agreement.
  - d. This Agreement may be terminated by the City if there is an Event of Default by the School, or in the event that the City is no longer authorized by law to own the Property or operate the Civic Center.
  - e. This Agreement will automatically and immediately terminate upon a termination of the Governmental Program, as defined in the State Grant Agreement, or change in such Governmental Program that no longer allows the City to continue to own or operate The Civic

Center for the Governmental Program. The City will give the School as much notice as possible and, to the extent permitted by law, the Parties shall use good faith efforts to enter into a new agreement with the same or substantially similar terms as this Agreement.

- f. The School is prohibited from creating or allowing any voluntary lien or encumbrance or any involuntary lien or encumbrance upon the Property, except with the advance written consent of the Commissioner.
- g. Any changes, alterations, or modifications to this Agreement must be agreed to, in writing, by the Commissioner.

13. Compliance as to Bonds.

- a. Subject to direction from Minnesota Management and Budget, interest on any bonds issued by the State for the Project is intended to be excludable from gross income for federal income tax purposes (“Tax-Exempt Bonds”) and if the City or the Commissioner determines, based upon the written notice of nationally recognized bond counsel, that any action under this Agreement creates a significant risk that interest on any Tax-Exempt Bonds will not be excludable from gross income for federal income tax purposes, the Parties shall negotiate in good faith to agree on alternative action to avoid such a result. In no event shall the foregoing agreement require any Party to amend or modify any material term of this Agreement.
- b. The School irrevocably waives any claim for depreciation or investment credit with respect to the Property and shall not deduct any payments to the City provided for in this Agreement as rent.

14. State Right to Access Records. The Parties shall each take any such actions and provide any records or other information related to the Property to the Commissioner as the Commissioner shall determine necessary to ensure that the interest to be paid on the GO Bonds supporting the Grant is exempt from federal taxation.

15. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.

16. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and the School and approved in writing by the Commissioner of Minnesota Management and Budget.

17. Records—Availability and Retention. Pursuant to *Minn. Stat. § 16C.05, subd. 5*, the School agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the School and involve transactions relating to this Contract. The School agrees to maintain these records for a period of six years from the date of termination of this Agreement.

18. Events of Default. An Event of Default includes: the failure of either Party to observe or perform its obligations hereunder and the breach or default of this Agreement by either Party.

19. Force Majeure. The Parties shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by

force majeure to carry out its obligations under this Contract then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.

20. Governing Law. This Contract shall be deemed to have been made and accepted in Itasca County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
21. Data Practices. The Parties acknowledge that this Contract is subject to the requirements of *Minnesota's Government Data Practices Act (Act)*, *Minnesota Statutes, Section 13.01 et seq.* The School agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The School understands that all of the data created, collected, received, stored, used, maintained or disseminated by the School in performing those functions that the City would perform is subject to the requirements of the Act, and the School must comply with those requirements as if it were a government entity. This does not create a duty on the part of the School to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Contract.
22. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
23. Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
24. Entire Contract. These terms and conditions constitute the entire Contract between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
25. Recitals. The Recitals set forth above are incorporated into and are made a part of this Amendment.
26. Headings and Captions. Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
27. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party of Parties, and any undischarged obligations of City and the School arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
28. Execution. This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.
29. School's Right of Possession and Use: School shall have the right to possess and use the IRA Civic Center for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated herein by reference. School's right to possess and use the IRA Civic Center shall be intermittent and confined to those portions of the IRA Civic Center specifically identified in Exhibit A or necessary to carry out School's intended uses as identified in Exhibit A. City and its licensees shall have the right to enter upon and use the IRA Civic Center at all times not inconsistent with Exhibit A. School shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority



concerning the use of the premises. School shall not permit any hazardous or dangerous activity to be conducted at the IRA Civic Center or any activity which will increase insurance risks for premiums on the premises.

- 30. Schedule of Use: School shall submit to City annually before April 1 a schedule of all proposed ice uses for the following year, which schedule shall be subject to City’s approval. School’s ice uses shall be given priority scheduling by the City.
- 31. Supervision, Crowd Control:
  - a. Safety: City shall be responsible to summon appropriate medical personnel in the event any such persons require medical attention.
  - b. Crowd Control: School shall monitor and oversee spectator activity for the purpose of maintaining orderly behavior and compliance with any policies for the use of the IRA Civic Center which may be promulgated by City from time-to-time. City shall provide City Police Officer services at the request of School during boys’ high school hockey games and tournaments. Reimbursement to City of said Police Officer services is deemed included in the rental amount set forth in Paragraph 2.1 hereof. City Police Officers are present for the purpose of maintaining order and security for the safety of persons in attendance by enforcing all applicable ordinances and statutes and arresting persons suspected of violation of law.
- 32. Parking Lot: School, its participants, staff and spectators shall have the right to use the IRA Civic Center parking lot in conjunction with School’s activities and events at the IRA Civic Center, subject to parking lot utilization policies which may be promulgated by City from time-to-time. Said use shall be in common with other invitees of City who may be using the IRA Civic Center.
- 33. Concessions: City retains the exclusive right to operate all concessions at the IRA Civic Center, either through representatives of City or City’s assignees. This Lease Agreement does not confer upon School the right to operate concessions at the IRA Civic Center.

### ARTICLE II – LEASE

- 1. Lease: School shall pay to City monthly lease payments, including annual three percent increase for the period of July 2022 through July 2026, in accordance with the following table:

Period	
July 1, 2022 through June 30, 2023	\$177,186.78
July 1, 2023 through June 30, 2024	\$182,502.38
July 1, 2024 through June 30, 2025	\$187,977.45
July 1, 2025 through June 30, 2026	\$193,616.78
July 1, 2026 through June 30, 2027	\$199,425.28

In addition, any increase or alteration in use by School during 2022 – 2023 or subsequent years shall subject the payment amount to further review and renegotiation by the parties, provided that in no event shall the rents be decreased to less than the above amount or that stated in Section 2.1 together with the aforementioned annual three percent increases.

If hockey season is cancelled or altered due to a pandemic, the monthly lease rates shall be reduced by thirty-seven percent for any months ‘In Pause’ from November 1<sup>st</sup> through March 30<sup>th</sup>.

- 2. Usage: School may use the premises only for the purposes described in this Agreement and shall not sublet or otherwise rent the ice to the public or any other outside group.
- 3. Lease Renegotiations: Lease renegotiations due to the increase or alteration in use by School shall be conducted in accord with this Section. For the 2027-2028 lease period, the parties shall conduct any renegotiations during the month of March, 2027. If the parties are unable to reach agreement after any such renegotiation, then this agreement shall terminate as of June 30, 2027.

**ARTICLE III – MAINTENANCE, REPAIR**

- 1. Maintenance, Repair: City shall at all times during the term of this Lease Agreement, at City’s own cost and expense, repair and maintain the IRA Civic Center, any improvements or alterations thereto, all fixtures and equipment therein, and the exterior of the building and the parking lot, except as otherwise provided in this Article.
- 2. Damages: School shall reimburse City for the reasonable cost to repair and restore the IRA Civic Center in the event of damage to the premises caused by negligence on the part of participants, coaches or other staff, or spectators who are in or upon the IRA Civic Center in conjunction with any of School's activities or events.
- 3. Clean up: Although City retains ultimate responsibility for maintenance, School shall perform routine clean up after its use of the premises, including proper storage of all equipment, pick up and proper disposal of litter.
- 4. Alterations, Improvements: School shall not make alterations or improvements to the premises without the advance written consent of City.

**ARTICLE IV -UTILITIES**

- 1. City shall furnish such heat, air conditioning, water, sewer, electricity and garbage collection as shall be necessary, in City's judgment for the comfortable use and occupancy of the premises under normal conditions.
- 2. School shall conserve heat, water, and electricity, and shall not neglect or misuse, water fixtures, electric lights, or other equipment or facilities furnished in conjunction with City's provision of utilities pursuant to this Article.

**ARTICLE V - TERM**

- 1. The term of this Lease Agreement shall be from July 1, 2022 through June 30, 2027, except that this Lease Agreement may terminate pursuant to the terms and conditions contained in this Agreement.

**ARTICLE VI - DEFAULTS**

- 1. On the occurrence of either of the following: (a) a lease payment from the School to the City shall remain unpaid in whole or in part for more than thirty (30) days after it is due and payable; or (b) the School's violation or default in any of covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice from the City of such violation or default; then it shall be optional for the City to declare this Lease Agreement forfeited and the

terms, including School's right of use and possession of the IRA Civic Center, ended.

2. City shall not be deemed to be in default under this Lease Agreement until the School has given the City written notice specifying the nature of the default, and the City does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such character as to reasonably require more than thirty (30) days to cure.

## **ARTICLE VII - ASSIGNMENT, SUBLETTING**

1. School shall not assign any rights or duties under this Lease Agreement or sublet the leased premises, or any part thereof, nor allow any other person to occupy or use the leased premises without the prior written consent of City, which consent shall not unreasonably be withheld. A consent to one assignment, sublease or other occupation or use by any other person or entity shall not be a consent to any subsequent assignment, sublease, occupation or use by persons other than School. This Lease Agreement shall not be assignable, as to the interest of School, by operation of law, without the written consent of City. If City does give consent to assignment, subletting or occupation by another, such consent shall not release School from its obligations hereunder unless a release is specifically given by City.

## **ARTICLE VIII - CITY'S ACCESS**

1. City, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspecting, repairing, altering or improving the leased premises, or for any other purpose not inconsistent with Exhibit A. There shall be no diminution of rent and no liability on the part of City by reason of any inconvenience, annoyance or injury caused by City's reasonable exercise of the rights reserved by City in this Article.

## **ARTICLE IX - FIRE AND OTHER CASUALTY**

1. If during the term of this Lease Agreement the leased premises or any portion thereof shall be damaged or destroyed by fire or other casualty so that the said leased premises or a portion thereof shall thereby be rendered unfit for use or occupation, City shall have the option to either (a) repair such damage with all reasonable diligence and restore the premises to substantially the condition immediately prior to such event, and until said premises shall have been duly repaired and restored, the rent herein reserved, or a just and proportionate part thereof, according to the nature and extent of the injury which has been sustained, shall be abated, or (b) City may terminate this lease and end the term thereof, and in case of such termination, the rent shall be paid to the date of such fire or casualty and all other further obligations on the part of either party hereto shall cease.

## **ARTICLE X - HOLDING OVER**

1. Any holding over by School of the leased premises after the expiration or termination of the term of this Lease Agreement without consent of City shall constitute a default by School hereunder and School shall be liable and responsible for all damages and costs sustained by City thereby. Said holding over shall constitute School to be a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Agreement and so far as the same can be applicable to a month-to-month tenancy.

## **ARTICLE XI - INDEMNIFICATION, INSURANCE**

1. **Indemnity:** School shall protect, defend, hold harmless and indemnify City against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorney's fees for defence, arising out of or in any way related to School's use of the premises or any of School's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by City. In case of any action or proceeding brought against City by reason of a claim covered by this Agreement, upon notice from City, School covenants to defend such action or proceeding by counsel reasonable satisfactory to City.
2. **Insurance:** School shall maintain through the term of this Lease Agreement a policy of comprehensive general liability insurance with limits of at least \$1,000,000 per person, \$1,000,000 per occurrence, or City's statutory limits of liability pursuant to Minnesota Statutes, whichever is greater. As to each such policy City shall be named as an additional insured. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with City by School prior to commencement of occupancy of the premises by School. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving City thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for School's indemnification obligation to City under this Lease Agreement.
3. **Liability to School:** City shall not be liable to School or to any employee, student or invitee of School for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages attributable exclusively to the negligence or breach of this Lease Agreement by City, its employees or agents, by a court of competent jurisdiction.
4. **Liability Limits Not Waived:** Nothing in this Article XI shall cause either City or School to be subject to liability in excess of any statutory limits of liability applicable to City or School.

## **ARTICLE XII - MISCELLANEOUS**

1. **Notices:** All notices herein provided for shall be sent by registered mail, postage prepaid, return receipt requested, and shall be deemed to have been given when sent, and if by School to City shall be addressed to City at the place herein provided for the payment of rent, and if given by City to School shall be addressed to: Superintendent, Independent School District 318, Administration Building, 820 NW 1<sup>st</sup> Avenue, Grand Rapids, MN 55744.
2. **Waiver, Modification:** No waiver of any condition, covenant, right or option of this Lease by City shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement. No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties in the same manner as the execution of this Lease.
3. **Representations:** Neither City nor any agent or employee of City has made any representations or promises with respect to the leased premises or the IRA Civic Center except as herein expressly set forth,

and no rights, privileges, easements or licenses are required by School except as herein expressly set forth.

- 4. Cumulative Rights: No right or remedy herein conferred on and reserved to the School or the City is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative in addition to every other right or remedy given herein or not or hereafter existing by law or in equity or by statute.
- 5. Approvals: Wherever the City's or the School's approval or consent shall be required herein, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld and shall be deemed to have been given, unless within twenty (20) days of the request therefor, the City of the School, as appropriate, notifies the requesting party that the City or the School, as appropriate, is denying such approval or consent, stating in such notice that reasonable grounds therefor.
- 6. Successors, Assigns: This Lease Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. However, nothing in this paragraph shall be deemed to avoid the necessity of School obtaining written consent from City to assign or sublet this Lease Agreement.
- 7. No Partnership: Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between City and School or to create any other relationship between the parties hereto other than that of City and School.

NOW, THEREFORE, BE IT RESOLVED, that Independent School District No. 318, Grand Rapids, Minnesota hereby agrees to and approves the terms and conditions of the Lease Agreement with the City of Grand Rapids; and

BE IT FURTHER RESOLVED, that the School Board Chair and Superintendent of Independent School District No. 318, Grand Rapids are hereby authorized to execute the Lease Agreement with the City of Grand Rapids.

The motion for the adoption of the foregoing resolution was duly seconded by member Marty and upon vote being taken thereon, the following voted in favor thereof:

Malissa Bahr, David Marty, Ben Hawkins, Pat Medure, Mindy Nuhring, Mark Schroeder

and the following voted against: none

whereupon said resolution was declared duly passed and adopted.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.


CITY: CITY OF GRAND RAPIDS

BY: \_\_\_\_\_  
Its Mayor

BY: \_\_\_\_\_  
Its City Clerk

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

SCHOOL: \_\_\_\_\_  
BY:  \_\_\_\_\_  
Its ISD 318 Board Chair

BY:  \_\_\_\_\_  
Its ISD 318 Superintendent

Date: 12/5/22

**EXHIBIT A**

## ICE USES:

- Boys Hockey Girls Hockey
- Cheerleader's practice (non-priority schedule)
- 70 hours of non-prime hours for physical education classes

## DRY FLOOR USES:

- All boys and girls hockey ticket sales
- Exclusive locker room use for boys and girls hockey
- Year-around hockey equipment storage
- Exclusive storage area (skate sharpening room)
- Use of locker rooms for visiting football teams
- Use of upper lobby for ski team practice
- High School Graduation ceremonies
- Emergency evacuation holding area in case of emergency school closing
- 115 hours of dry floor activities, i.e. prom, baseball, tennis, lacrosse



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2022

**AGENDA ITEM:** Consider adopting a resolution establishing 2023 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.

**PREPARED BY:** Barb Baird

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### **BACKGROUND:**

We have collective bargaining agreements with five bargaining units where we have agreed to 2023 wage increases. In the past, we have tried to keep pay increases consistent to avoid compression issues amongst the different classifications. Attached is a resolution indicating the recommended increases for the City of Grand Rapids' Exempt and Non-Exempt Non-Represented employees. The recommended increases include a 2.75% cost of living adjustment as well as some longevity pay recommendations.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution establishing 2023 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.



Councilor introduced the following resolution and moved for its adoption:

**RESOLUTION No. 22-  
ESTABLISHING COMPENSATION FOR  
CITY OF GRAND RAPIDS  
NON-REPRESENTED EMPLOYEES**

WHEREAS, the Grand Rapids City Council has established that employment with the City of Grand Rapids should be attractive from a career perspective and that the compensation and benefit plan for the City of Grand Rapids' non-represented employees shall be founded on the principle of equitable and adequate compensation and benefits; and further, that said compensation and benefit plan shall be as competitive as possible in the judgment of the City in order to attract and retain people of the highest caliber so that the citizens of Grand Rapids can be assured that their best interests are being served; and

WHEREAS, the City of Grand Rapids' past practices provide that adjustments to salary schedules are generally made on January 1<sup>st</sup> and are based on such factors as changes in the cost-of-living, labor markets, recruiting experience, financial condition of the city, reclassification studies, etc.; and

WHEREAS, the City has ratified all contracts with the City's bargaining units through December 31, 2023; and

WHEREAS, the City has not adjusted salaries for non-represented employees for the period January 1, 2023 through December 31, 2023; and

WHEREAS, the City Administrator has evaluated all Department Heads and has determined that they all have either met or exceeded their job requirements; and

NOW, THEREFORE IT BE RESOLVED that the exempt and non-exempt non-represented staff receive a cost of living adjustment of 2.75% of their base salary as well as other adjustments as indicated on the attached spreadsheet. Fire Officers and paid on-call hourly Firefighters receive a cost of living adjustment of 2.75%. Hospital Security full and part-time personnel will receive a 2.75% cost of living adjustment as well as other adjustments as indicated on the attached spreadsheet. All increases will be effective January 1, 2023.

BE IT FINALLY RESOLVED that regular City employees who are in collective bargaining agreements with the City, part-time, temporary and seasonal employees, and elected officials are specifically excluded from this resolution. Pay increases for union employees are governed by their collective-bargaining agreements, and all other 2023 salary increases will have already been approved by the City Council.

Adopted this 19th day of December, 2022.

\_\_\_\_\_  
Dale Christy, Mayor

ATTEST:

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19<sup>th</sup>, 2022

**AGENDA ITEM:** Consider approval of a Delegated Contract Process Agreement between the State of Minnesota and the City of Grand Rapids.

**PREPARED BY:** Matt Wegwerth

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### **BACKGROUND:**

The Delegated Contract Process Agreement allows MnDOT to act as an agent of the City to accept federal funds on its behalf for the construction, improvement, or enhancement of transportation projects.

### **REQUESTED COUNCIL ACTION:**

Make a motion approving a Delegated Process Agreement between the State of Minnesota and the City of Grand Rapids.



**STATE OF MINNESOTA**

**AGENCY AGREEMENT**

**for**

**FEDERAL PARTICIPATION IN CONSTRUCTION**

This Agreement is entered into by and between City of Grand Rapids (“Local Government”) and the State of Minnesota acting through its Commissioner of Transportation (“MnDOT”).

**RECITALS**

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1. Pursuant to Minnesota Statutes Section 161.36, the Local Government desires MnDOT to act as the Local Government’s agent in accepting federal funds on the Local Government’s behalf for the construction, improvement, or enhancement of transportation financed either in whole or in part by Federal Highway Administration (“FHWA”) federal funds, hereinafter referred to as the “Project(s)”; and
2. This Agreement is intended to cover all federal aid projects initiated by the Local Government and therefore has no specific State Project number associated with it, and
  - 2.1. The Assistance Listing Number (ALN) is 20.205, 20.224, 20.933 or another Department of Transportation ALN as listed on SAM.gov and
  - 2.2. This project is for construction, not research and development.
  - 2.3. MnDOT requires that the terms and conditions of this agency be set forth in an agreement.

**AGREEMENT TERMS**

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**1. Term of Agreement; Prior Agreement**

- 1.1. **Effective Date.** This Agreement will be effective on the date that MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2. This Agreement will remain effective until it is superseded or terminated pursuant to section 14.
- 1.2. **Prior Agreement.** This Agreement supersedes the prior agreement between the parties, MnDOT Contract Number 1029952.

**2. Local Government’s Duties**

- 2.1. **Designation.** The Local Government designates MnDOT to act as its agent in accepting federal funds on its behalf made available for the Project(s). Details on the required processes and procedures are available on the State Aid Website.
- 2.2. **Staffing.**
  - 2.2.1. The Local Government will furnish and assign a publicly employed and licensed engineer, (“Project Engineer”), to be in responsible charge of the Project(s) and to supervise and direct the work to be performed under any construction contract let for the Project(s). In the alternative, where the Local Government elects to use a private consultant for construction engineering services, the Local Government will provide a qualified, full-time public employee of the Local Government to be in responsible charge of the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This

written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

2.2.2. During the progress of the work on the Project(s), the Local Government authorizes its Project Engineer to request in writing specific engineering and/or technical services from MnDOT, pursuant to Minnesota Statutes Section 161.39. Such services may be covered by other technical service agreements. If MnDOT furnishes the services requested, and if MnDOT requests reimbursement, then the Local Government will promptly pay MnDOT to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current MnDOT labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit. Provision of such services will not be deemed to make MnDOT a principal or co-principal with respect to the Project(s).

2.3. **Pre-letting.** The Local Government will prepare construction contracts in accordance with Minnesota law and applicable Federal laws and regulations.

2.3.1. The Local Government will solicit bids after obtaining written notification from MnDOT that the FHWA has authorized the Project(s). Any Project(s) advertised prior to authorization **without permission** will not be eligible for federal reimbursement.

2.3.2. The Local Government will prepare the Proposal for Highway Construction for the construction contract, which will include all federal-aid provisions supplied by MnDOT.

2.3.3. The Local Government will prepare and publish the bid solicitation for the Project(s) as required by state and federal laws. The Local Government will include in the solicitation the required language for federal-aid construction contracts as supplied by MnDOT. The solicitation will state where the proposals, plans, and specifications are available for the inspection of prospective bidders and where the Local Government will receive the sealed bids.

2.3.4. The Local Government may not include other work in the construction contract for the authorized Project(s) without obtaining prior notification from MnDOT that such work is allowed by FHWA. Failure to obtain such notification may result in the loss of some or all of the federal funds for the Project(s). All work included in a federal contract is subject to the same federal requirements as the federal project.

2.3.5. The Local Government will prepare and sell the plan and proposal packages and prepare and distribute any addenda, if needed.

2.3.6. The Local Government will receive and open bids.

2.3.7. After the bids are opened, the Local Government will consider the bids and will award the bid to the lowest responsible bidder or reject all bids. If the construction contract contains a goal for Disadvantaged Business Enterprises (DBEs), the Local Government will not award the bid until it has received certification of the Disadvantaged Business Enterprise participation from the MnDOT Office of Civil Rights.

2.3.8. The Local Government must disclose in writing any potential conflict of interest to the Federal awarding agency or MnDOT in accordance with applicable FHWA policy.

2.4. **Contract Administration.**

2.4.1. The Local Government will prepare and execute a construction contract with the lowest responsible bidder, hereinafter referred to as the "Contractor," in accordance with the special provisions and the latest edition of MnDOT's Standard Specifications for Construction when the contract is awarded and all amendments thereto. All contracts between the Local Government and third parties or subcontractors must contain all applicable provisions of this Agreement, including the applicable

federal contract clauses, which are identified in Appendix II of 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and as identified in Section 18 of this Agreement.

- 2.4.2. The Project(s) will be constructed in accordance with the plans, special provisions, and standard specifications of each Project. The standard specifications will be the latest edition of MnDOT Standard Specifications for Highway Construction and all amendments thereto. The plans, special provisions, and standard specifications will be on file at the Local Government Engineer's Office. The plans, special provisions, and specifications are incorporated into this Agreement by reference as though fully set forth herein.
- 2.4.3. The Local Government will furnish the personnel, services, supplies, and equipment necessary to properly supervise, inspect, and document the work for the Project(s). The services of the Local Government to be performed hereunder may not be assigned, sublet, or transferred unless the Local Government is notified in writing by MnDOT that such action is permitted under 23 CFR 1.33 and 23 CFR 635.105 and state law. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.
- 2.4.4. The Local Government will document quantities in accordance with the guidelines set forth in the Construction Section of the Electronic State Aid Manual that are in effect at the time the work was performed.
- 2.4.5. The Local Government will test materials in accordance with the Schedule of Materials Control in effect at the time each Project was let. The Local Government will notify MnDOT when work is in progress on the Project(s) that requires observation by the Independent Assurance Inspector, as required by the Independent Assurance Schedule.
- 2.4.6. The Local Government may make changes in the plans or the character of the work, as may be necessary to complete the Project(s), and may enter into Change Order(s) with the Contractor. The Local Government will not be reimbursed for any costs of any work performed under a change order unless MnDOT has notified the Local Government that the subject work is eligible for federal funds and sufficient federal funds are available.
- 2.4.7. The Local Government will request approval from MnDOT for all costs in excess of the amount of federal funds previously approved for the Project(s) prior to incurring such costs. Failure to obtain such approval may result in such costs being disallowed for reimbursement.
- 2.4.8. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to collect the federal aid sought by the Local Government. Required reports are listed in the MnDOT State Aid Manual, Delegated Contract Process Checklist, available from MnDOT's authorized representative. The Local Government will retain all records and reports and allow MnDOT or the FHWA access to such records and reports for six years.
- 2.4.9. Upon completion of the Project(s), the Project Engineer will determine whether the work will be accepted.

## 2.5. Limitations.

- 2.5.1. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
- 2.5.2. **Nondiscrimination.** It is the policy of the Federal Highway Administration and the State of Minnesota that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance (42 U.S.C. 2000d). Through expansion of the mandate

for nondiscrimination in Title VI and through parallel legislation, the proscribed bases of discrimination include race, color, sex, national origin, age, and disability. In addition, the Title VI program has been extended to cover all programs, activities and services of an entity receiving Federal financial assistance, whether such programs and activities are Federally assisted or not. Even in the absence of prior discriminatory practice or usage, a recipient in administering a program or activity to which this part applies is expected to take affirmative action to assure that no person is excluded from participation in, or is denied the benefits of, the program or activity on the grounds of race, color, national origin, sex, age, or disability. It is the responsibility of the Local Government to carry out the above requirements.

2.5.3. **Utilities.** The Local Government will treat all public, private or cooperatively owned utility facilities which directly or indirectly serve the public and which occupy highway rights of way in conformance with 23 CFR 645 "Utilities", which is incorporated herein by reference.

2.6. **Maintenance.** The Local Government assumes full responsibility for the operation and maintenance of any facility constructed or improved under this Agreement.

### 3. MnDOT's Duties

3.1. **Acceptance.** MnDOT accepts designation as Agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.

#### 3.2. Project Activities.

3.2.1. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project(s) and for reimbursement of eligible costs pursuant to the terms of this Agreement.

3.2.2. MnDOT will provide to the Local Government copies of the required Federal-aid clauses to be included in the bid solicitation and will provide the required Federal-aid provisions to be included in the Proposal for Highway Construction.

3.2.3. MnDOT will review and certify the DBE participation and notify the Local Government when certification is complete. If certification of DBE participation (or good faith efforts to achieve such participation) cannot be obtained, then Local Government must decide whether to proceed with awarding the contract. Failure to obtain such certification will result in the Project becoming ineligible for federal assistance, and the Local Government must make up any shortfall.

3.2.4. MnDOT will provide the required labor postings.

3.3. **Authority.** MnDOT may withhold federal funds, where MnDOT or the FHWA determines that the Project(s) was not completed in compliance with federal requirements.

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

### 4. Time

4.1. The Local Government must comply with all time requirements described in this Agreement. In the performance of this Agreement, time is of the essence.

4.2. The period of performance is defined as beginning on the date of federal authorization and ending on the date defined in the federal financial system or federal agreement ("end date"). **No work completed** after the **end date** will be eligible for federal funding. Local Government must submit all contract close out paperwork to MnDOT at least twenty-four months prior to the **end date**.

## 5. Payment

- 5.1. **Cost.** The entire cost of the Project(s) is to be paid from federal funds made available by the FHWA and by other funds provided by the Local Government. The Local Government will pay any part of the cost or expense of the Project(s) that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FHWA for the Project(s), pursuant to Minnesota Statutes § 161.36, Subdivision 2. MnDOT will reimburse the Local Government, from said federal funds made available to each Project, for each partial payment request, subject to the availability and limits of those funds.
- 5.2. **Indirect Cost Rate Proposal/Cost Allocation Plan.** If the Local Government seeks reimbursement for indirect costs and has submitted to MnDOT an indirect cost rate proposal or a cost allocation plan, the rate proposed will be used on a provisional basis. At any time during the period of performance or the final audit of a Project, MnDOT may audit and adjust the indirect cost rate according to the cost principles in 2 CFR Part 200. MnDOT may adjust associated reimbursements accordingly.
- 5.3. **Reimbursement.** The Local Government will prepare partial estimates in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify each partial estimate. Following certification of the partial estimate, the Local Government will make partial payments to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.1. Following certification of the partial estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified partial estimate.
  - 5.3.2. Upon completion of the Project(s), the Local Government will prepare a final estimate in accordance with the terms of the construction contract for the Project(s). The Project Engineer will certify the final estimate. Following certification of the final estimate, the Local Government will make the final payment to the Contractor in accordance with the terms of the construction contract for the Project(s).
  - 5.3.3. Following certification of the final estimate, the Local Government may request reimbursement for costs eligible for federal funds. The Local Government's request will be made to MnDOT and will include a copy of the certified final estimate along with the required records.
  - 5.3.4. Upon completion of the Project(s), MnDOT will perform a final inspection and verify the federal and state eligibility of all payment requests. If the Project is found to have been completed in accordance with the plans and specifications, MnDOT will promptly release any remaining federal funds due the Local Government for the Project(s). If MnDOT finds that the Local Government has been overpaid, the Local Government must promptly return any excess funds.
  - 5.3.5. 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 continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
- 5.4. **Matching Funds.** Any cost sharing or matching funds required of the Local Government in this Agreement must comply with 2 CFR 200.306.
- 5.5. **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 failure to comply with any federal requirements including, but not limited to, 2 CFR Part 200. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further

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.

5.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement for each Project and submit all financial, performance, and other reports as required by the terms of this Agreement and the Federal award at least twenty-four months prior to the **end date** of the period of performance for each Project. MnDOT will determine, at its sole discretion, 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. Monitoring of any capital assets acquired with funds will continue following project closeout.

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

7. **Authorized Representatives**

7.1. MnDOT's Authorized Representative is:

Name: Kristine Elwood, or her successor.

Title: State Aid Engineer

Phone: 651-366-4831

Email: Kristine.elwood@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2. The Local Government's Authorized Representative is:

Name: Matt Wegwerth or their successor.

Title: Grand Rapids City Engineer

Phone: 218-326-7625

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

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

8. **Assignment Amendments, Waiver, and Agreement Complete**

8.1. **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.

8.2. **Amendments.** Any amendment 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.

8.3. **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.

8.4. **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.

- 8.5. **Severability.** If any provision of this Agreement, or the application thereof, is found to be 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.
- 8.6. **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.
- 8.7. **Certification.** By signing this Agreement, the Local Government certifies that it is not suspended or debarred from receiving federal or state awards.

## 9. Liability and Claims

- 9.1. **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.
- 9.2. **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 the Project. The Local Government will pay any and all lawful claims arising out of or incidental to the Project including, without limitation, claims related to contractor selection (including the solicitation, evaluation, and acceptance or rejection of bids or proposals), acts or omissions in performing the Project work, and any *ultra vires* acts. To the extent permitted by law, the Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to the Project(s), including reasonable attorney fees incurred by MnDOT. The Local Government's indemnification obligation extends to any actions related to the certification of DBE participation, even if such actions are recommended by MnDOT.

## 10. Audits

- 10.1. Under Minn. Stat. § 16C.05, Subd.5, the books, records, documents, and accounting procedures and practices of the Local Government, or any 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.
- 10.2. All requests for reimbursement are subject to audit, at MnDOT's discretion. The cost principles outlined in 2 CFR 200.400-.476 will be used to determine whether costs are eligible for reimbursement under this Agreement.
- 10.3. If Local Government expends \$750,000 or more in Federal Funds during the Local Government's fiscal year, the Local Government must have a single audit or program specific audit conducted in accordance with 2 CFR Part 200.

11. **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. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either the Local Government or MnDOT.
12. **Workers Compensation.** The Local Government certifies that it is in compliance with [Minn. Stat. §176.181](#), Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will

not be considered MnDOT employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way MnDOT's obligation or responsibility.

- 13. 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.

**14. Termination; Suspension**

- 14.1. Termination by MnDOT.** MnDOT may terminate this Agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 14.2. Termination for Cause.** MnDOT may immediately terminate this Agreement if MnDOT finds that there has been a failure to comply with the provisions of this Agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect the interests of MnDOT of Minnesota, including the refusal to disburse additional funds and/or requiring the return of all or part of the funds already disbursed.
- 14.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this Agreement if:
- 14.3.1. It does not obtain funding from the Minnesota Legislature; or
- 14.3.2. If funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.
- 14.4. Suspension.** MnDOT may immediately suspend this Agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
- 15. Data Disclosure.** Under [Minn. Stat. § 270C.65](#), Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, 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.
- 16. 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 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 Project.

**17. Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 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.

**18. Federal Contract Clauses**

- 18.1. Appendix II 2 CFR Part 200.** The Local Government agrees to comply with the following federal requirements as identified in 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, and agrees to pass through these requirements to its subcontractors and third-party contractors, as applicable. In addition, the Local Government shall have the same meaning as “Contractor” in the federal requirements listed below.
- 18.1.1. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- 18.1.2. All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- 18.1.3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- 18.1.4. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision

- for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 18.1.5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 18.1.6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- 18.1.7. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 18.1.8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 18.1.9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must

also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

18.1.10. Local Government will comply with 2 CFR § 200.323.

18.1.11. Local Government will comply with 2 CFR § 200.216.

18.1.12. Local Government will comply with 2 CFR § 200.322.

18.2. **Drug-Free Workplace.** The Local Government will comply with the Drug-Free Workplace requirements under subpart B of 49 C.F.R. Part 32.

18.3. **Title VI/Non-discrimination Assurances.** The Local Government hereby agrees that, as a condition of receiving any Federal financial assistance under this Agreement, it will comply with Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. § 2000d), related nondiscrimination statutes (i.e., 23 U.S.C. § 324, Section 504 of the Rehabilitation Act of 1973 as amended, and the Age Discrimination Act of 1975), and applicable regulatory requirements to the end that no person in the United States shall, on the grounds of race, color, national origin, sex, disability, or age be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Local Government receives Federal financial assistance.

The Local Government hereby agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: [https://edocs-public.dot.state.mn.us/edocs\\_public/DMResultSet/download?docId=11149035](https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035). If federal funds are included in any contract, the Local Government will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Local Government's compliance with this provision. The Local Government must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Local Government staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

18.4. **Buy America.** The Local Government must comply with the Buy America domestic preferences contained in the Build America, Buy America Act (Sections 70901-52 of the Infrastructure Investment and Jobs Act, Public Law 117-58) and as implemented by US DOT operating agencies.

18.5. **Federal Funding Accountability and Transparency Act (FFATA)**

18.5.1. This Agreement requires the Local Government to provide supplies and/or services that are funded in whole or in part by federal funds that are subject to FFATA. The Local Government is responsible for ensuring that all applicable requirements, including but not limited to those set forth herein, of FFATA are met and that the Local Government provides information to the MnDOT as required.

a. Reporting of Total Compensation of the Local Government's Executives.

b. The Local Government shall report the names and total compensation of each of its five most highly compensated executives for the Local Government's preceding completed fiscal year, if in the Local Government's preceding fiscal year it received:

i. 80 percent or more of the Local Government's annual gross revenues from Federal procurement contracts and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and

ii. \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and

- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <https://www.sec.gov/answers/execomp.htm>).

Executive means officers, managing partners, or any other employees in management positions.

- c. Total compensation means the cash and noncash dollar value earned by the executive during the Local Government's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):
  - i. Salary and bonus.
  - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
  - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
  - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - v. Above-market earnings on deferred compensation which is not tax qualified.
- 18.5.2. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.
- 18.5.3. The Local Government must report executive total compensation described above to the MnDOT by the end of the month during which this Agreement is awarded.
- 18.5.4. The Local Government will obtain a Unique Entity Identifier number and maintain this number for the term of this Agreement. This number shall be provided to MnDOT on the plan review checklist submitted with the plans for each Project.
- 18.5.5. The Local Government's failure to comply with the above requirements is a material breach of this Agreement for which the MnDOT may terminate this Agreement for cause. The MnDOT will not be obligated to pay any outstanding invoice received from the Local Government unless and until the Local Government is in full compliance with the above requirements.

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

**City of Grand Rapids**

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

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

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

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

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

**COMMISSIONER OF ADMINISTRATION**

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

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

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

RESOLUTION NO 22-

**A RESOLUTION TO EXECUTE AN AGREEMENT WITH MN DOT FOR FEDERAL DELEGATED CONTRACT PROCESS (DCP)**

BE IS RESOLVED, that pursuant to Minnesota Stat. Sec. 161.36, the Commissioner of Transportation be appointed as Agent of the City of Grand Rapids to accept as its agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Mayor and the City Clerk are hereby authorized and directed for and on behalf of the City to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 1052181, a copy of which said agreement was before the City Council and which is made apart hereof by reference.

Adopted by the Council this 19th day of, December, 2022.

\_\_\_\_\_  
Dale Christy, Mayor

ATTEST:

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

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

**CERTIFICATION**

STATE OF MINNESOTA  
COUNTY OF ITASCA

I hereby certify that the foregoing Resolution is a true and correct copy of the Resolution presented to and adopted by the City of Grand Rapids at a duly authorized meeting thereof held on the 19<sup>th</sup> day of December, 2022, as shown by the minutes of said meeting in my possession.

\_\_\_\_\_  
City Clerk

Notary Public  
My Commission expires:\_\_\_\_\_





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2022

**AGENDA ITEM:** Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

**PREPARED BY:** Barb Baird

---

### **BACKGROUND:**

The City is utilizing the service of the Grand Rapids Public Utilities for the billing. The County Auditor requires a resolution from the City Council directing them to add these delinquencies to the tax statement. A letter was sent to all property owners with the delinquent balances giving them the opportunity to pay before it is sent to the County Auditor.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-  
A RESOLUTION ADOPTING THE 2023 ENTERPRISE FUND-  
STORM WATER UTILITY  
REVENUE AND EXPENSE BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Enterprise Fund Storm Water Utility revenue and expense budget for 2023:

REVENUES:	
Licenses & Permits	\$1,500
Charges for Services	850,000
Miscellaneous	<u>500</u>
Total Revenues	<u>\$852,000</u>
EXPENSES:	
Personnel	\$336,326
Supplies and Materials	87,000
Other Charges and Services	361,490
Depreciation Expense	<u>50,088</u>
Total Operations	834,904
Transfer to Storm Water Utility Projects	<u>17,096</u>
Total Expenses	<u>\$852,000</u>
Net Income/(Loss)	<u>\$ -0-</u>

Adopted this 19th day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2022

**AGENDA ITEM:** Consider approving temporary liquor licenses for MacRostie Art Center for six First Friday events in 2023.

**PREPARED BY:**

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**BACKGROUND:**

MacRostie has submitted six applications for temporary liquor permits for first Friday events, January through June, 2023. Liability insurance is on file.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve temporary liquor licenses for MacRostie Art Center for six First Friday events in 2023.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization: MacRostie Art Center
Date organized: 11/1966
Tax exempt number: 23-7105948

Address: 405 NW 1st Ave
City: Grand Rapids
State: Minnesota
Zip Code: 55744

Name of person making application: Katie Marshall
Business phone: 218-326-2697
Home phone: 218-326-2046

Date(s) of event: Friday, January 6, 2023
Type of organization: Other non-profit (checked)

Organization officer's name: Heidi Holtan
City: Grand Rapids
State: Minnesota
Zip Code: 55744

Organization officer's name: Erin Whight
City: Grand Rapids
State: Minnesota
Zip Code: 55744

Organization officer's name: Bruce Bartos
City: Grand Rapids
State: Minnesota
Zip Code: 55744

Organization officer's name: [Blank]
City: [Blank]
State: Minnesota
Zip Code: [Blank]

Location where permit will be used. If an outdoor area, describe.

Galleries and studios at MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Employers Mutual Casualty Company, \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Approval fields: City or County approving the license, Date Approved, Fee Amount, Permit Date, Date Fee Paid, City or County E-mail Address, City or County Phone Number

Signature City Clerk or County Official, Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY. PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US





Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization: MacRostie Art Center
Date organized: 11/1966
Tax exempt number: 23-7105948
Address: 405 NW 1st Ave
City: Grand Rapids
State: Minnesota
Zip Code: 55744
Name of person making application: Katie Marshall
Business phone: 218-326-2697
Home phone: 218-326-2046
Date(s) of event: Friday, February 3, 2023
Type of organization: Other non-profit
Organization officer's name: Heidi Holtan, Erin Whight, Bruce Bartos

Location where permit will be used. If an outdoor area, describe.

Galleries and studios at MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Employers Mutual Casualty Company, \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Approval fields: City or County approving the license, Date Approved, Fee Amount, Permit Date, Date Fee Paid, City or County E-mail Address, City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY. PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 222, St. Paul, MN 55101  
651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

<b>Name of organization</b> MacRostie Art Center		<b>Date organized</b> 11/1966	<b>Tax exempt number</b> 23-7105948
<b>Address</b> 405 NW 1st Ave	<b>City</b> Grand Rapids	<b>State</b> Minnesota	<b>Zip Code</b> 55744
<b>Name of person making application</b> Katie Marshall		<b>Business phone</b> 218-326-2697	<b>Home phone</b> 218-326-2046
<b>Date(s) of event</b> Friday, March 3, 2023	<b>Type of organization</b> <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit		
<b>Organization officer's name</b> Heidi Holtan	<b>City</b> Grand Rapids	<b>State</b> Minnesota	<b>Zip Code</b> 55744
<b>Organization officer's name</b> Erin Whight	<b>City</b> Grand Rapids	<b>State</b> Minnesota	<b>Zip Code</b> 55744
<b>Organization officer's name</b> Bruce Bartos	<b>City</b> Grand Rapids	<b>State</b> Minnesota	<b>Zip Code</b> 55744
<b>Organization officer's name</b> 	<b>City</b> 	<b>State</b> Minnesota	<b>Zip Code</b> 

Location where permit will be used. If an outdoor area, describe.

Galleries and studios at MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Employers Mutual Casualty Company, \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license	Date Approved
Fee Amount	Permit Date
Date Fee Paid	City or County E-mail Address
	City or County Phone Number

Signature City Clerk or County Official \_\_\_\_\_ Approved Director Alcohol and Gambling Enforcement \_\_\_\_\_

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)





Minnesota Department of Public Safety  
Alcohol and Gambling Enforcement Division  
445 Minnesota Street, Suite 222, St. Paul, MN 55101  
651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
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Name of organization: MacRostie Art Center  
Date organized: 11/1966  
Tax exempt number: 23-7105948

Address: 405 NW 1st Ave  
City: Grand Rapids  
State: Minnesota  
Zip Code: 55744

Name of person making application: Katie Marshall  
Business phone: 218-326-2697  
Home phone: 218-326-2046

Date(s) of event: Friday, April 7, 2023  
Type of organization:  Club  Charitable  Religious  Other non-profit

Organization officer's name: Heidi Holtan  
City: Grand Rapids  
State: Minnesota  
Zip Code: 55744

Organization officer's name: Erin Whight  
City: Grand Rapids  
State: Minnesota  
Zip Code: 55744

Organization officer's name: Bruce Bartos  
City: Grand Rapids  
State: Minnesota  
Zip Code: 55744

Organization officer's name: [Blank]  
City: [Blank]  
State: Minnesota  
Zip Code: [Blank]

Location where permit will be used. If an outdoor area, describe.  
Galleries and studios at MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN 55744  
If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  
**N/A**  
If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

**Employers Mutual Casualty Company, \$1,000,000**

APPROVAL  
APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license  
Date Approved  
Fee Amount  
Permit Date  
Date Fee Paid  
City or County E-mail Address  
City or County Phone Number

Signature City Clerk or County Official  
Approved Director Alcohol and Gambling Enforcement  
CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.  
PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT  
BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 222, St. Paul, MN 55101
651-201-7500 Fax 651-297-5259 TTY 651-282-6555
APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE

Name of organization: MacRostie Art Center
Date organized: 11/1966
Tax exempt number: 23-7105948

Address: 405 NW 1st Ave
City: Grand Rapids
State: Minnesota
Zip Code: 55744

Name of person making application: Katie Marshall
Business phone: 218-326-2697
Home phone: 218-326-2046

Date(s) of event: Friday, May 5., 2023
Type of organization: Other non-profit

Organization officer's name: Heidi Holtan
City: Grand Rapids
State: Minnesota
Zip Code: 55744

Organization officer's name: Erin Whight
City: Grand Rapids
State: Minnesota
Zip Code: 55744

Organization officer's name: Bruce Bartos
City: Grand Rapids
State: Minnesota
Zip Code: 55744

Organization officer's name:
City:
State: Minnesota
Zip Code:

Location where permit will be used. If an outdoor area, describe.

Galleries and studios at MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Employers Mutual Casualty Company, \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City or County approving the license

Fee Amount

Date Fee Paid

Date Approved

Permit Date

City or County E-mail Address

City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US





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Name of organization: MacRostie Art Center
Date organized: 11/1966
Tax exempt number: 23-7105948
Address: 405 NW 1st Ave
City: Grand Rapids
State: Minnesota
Zip Code: 55744
Name of person making application: Katie Marshall
Business phone: 218-326-2697
Home phone: 218-326-2046
Date(s) of event: Friday, June 2, 2023
Type of organization: Other non-profit
Organization officer's name: Heidi Holtan, Erin Whight, Bruce Bartos

Location where permit will be used. If an outdoor area, describe.

Galleries and studios at MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

N/A

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

Employers Mutual Casualty Company, \$1,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Approval fields: City or County approving the license, Date Approved, Fee Amount, Permit Date, Date Fee Paid, City or County E-mail Address, City or County Phone Number

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2023

**AGENDA ITEM:** Consider acknowledging notice of intent to amend City Council By-Laws

**PREPARED BY:** Kimberly Gibeau

---

### **BACKGROUND:**

The City Council By-Laws require notice of intent to amend prior to taking action on the requested change.

### **SUSPENSION OR AMENDMENT OF THESE RULES:**

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

### **REQUESTED COUNCIL ACTION:**

Make a motion to acknowledging intent to amend City Council By-Laws at the next regular meeting on January 9, 2023.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2022

**AGENDA ITEM:** Consider terminating Joint Road Ownership Agreement with Harris Township.

**PREPARED BY:** Kimberly Gibeau

---

### BACKGROUND:

The City of Grand Rapids executed an agreement with Harris Township in 2018 regarding joint ownership and maintenance of Isleview Road.

On August 8, 2022, the City Council adopted Resolution 22-75, providing for the detachment of Isleview Road from the city limits of City of Grand Rapids, making the agreement with Harris Township regarding joint ownership obsolete.

### REQUESTED COUNCIL ACTION:

Make a motion terminating the Joint Road Ownership Agreement with Harris Township.

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

RESOLUTION 22-75

JOINT RESOLUTION OF THE CITY OF GRAND RAPIDS AND  
THE TOWN OF HARRIS FOR DETACHMENT OF CERTAIN LAND  
PURSUANT TO MINNESOTA STATUTES § 414.06

TO: Office of Administrative Hearings  
Municipal Boundary Adjustment Unit  
P. O. Box 64620  
St. Paul, MN 55164-0620

The City of Grand Rapids and the Town of Harris hereby request by resolution the Office of Administrative Hearings-Municipal Boundary Adjustment Unit detach certain properties described herein from the City of Grand Rapids and make the same a part of the Township of Harris.

1. The property is situated within the City of Grand Rapids, abuts the municipal boundary, and is located in the County of Itasca.
2. The property proposed for detachment is rural in character and not developed for urban residential, commercial, or industrial purposes.
3. The reason detachment is requested is no municipal services are provided to the area proposed for detachment other than road maintenance and the parties to this resolution agrees the Town is better situated to maintain the public roadways located in that area.
4. Summarize what efforts were taken prior to filing this petition to resolve the issues: There are no issues to be resolved. The City and Town are in agreement.
5. The number of acres in the property proposed for detachment is 120.4 and is described as follows:
 

All those individual parcels of property where located within Government Lots Seven (7) and Eight (8), Section Thirty-one (31), Township Fifty-five (55), Range Twenty-five (25);  
AND  
The Northwest Quarter of the Southeast Quarter (NW¼ SE¼), Section Thirty-one (31), Township Fifty-five (55), Range Twenty-five (25) LESS the North 350 feet lying Easterly of Isleview Road.
6. The number and character of buildings on said property is: 16 dwelling units and 18 out buildings
7. The number of residents in the area proposed for detachment is: 40 persons (information based on 16 dwellings x 2.5 persons per)  
(The number of residents is not necessarily the same as number of owners.)
8. Public improvements on said property are: roadway maintenance

Date: August 16, 2022

Dale R Christy  
Dale R Christy (Aug 16, 2022 10:50 CDT)

Mayor  
Kimberly Gibeau

City Clerk

Date: July 13, 2022

Tom Clayton  
Town Board Chair  
Tom Clayton  
Town Board Clerk (Interim)

Municipal Boundary Adjustment Unit Contact

Star Holman [star.holman@state.mn.us](mailto:star.holman@state.mn.us) 651-361-7909  
(July 2019)

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



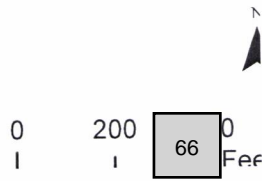


Item 12.



- Detachment Parcels
- City Limits

## Parcels to Detach from City of Grand Rapids





# Isleview Resolution\_Harris

Final Audit Report

2022-08-16

Created:	2022-08-16
By:	Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)
Status:	Signed
Transaction ID:	CBJCHBCAABAAAn0LeuHli4R26EfVUsbu8Cp5AP5dJsuKI

## "Isleview Resolution\_Harris" History

-  Document created by Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)  
2022-08-16 - 3:02:25 PM GMT- IP address: 162.254.65.69
-  Document emailed to dchristy@ci.grand-rapids.mn.us for signature  
2022-08-16 - 3:03:06 PM GMT
-  Email viewed by dchristy@ci.grand-rapids.mn.us  
2022-08-16 - 3:50:43 PM GMT- IP address: 173.17.6.164
-  Signer dchristy@ci.grand-rapids.mn.us entered name at signing as Dale R Christy  
2022-08-16 - 3:50:56 PM GMT- IP address: 173.17.6.164
-  Document e-signed by Dale R Christy (dchristy@ci.grand-rapids.mn.us)  
Signature Date: 2022-08-16 - 3:50:58 PM GMT - Time Source: server- IP address: 173.17.6.164
-  Document emailed to Kim Gibeau (kgibeau@ci.grand-rapids.mn.us) for signature  
2022-08-16 - 3:50:59 PM GMT
-  Email viewed by Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)  
2022-08-16 - 3:51:14 PM GMT- IP address: 162.254.65.69
-  Document e-signed by Kim Gibeau (kgibeau@ci.grand-rapids.mn.us)  
Signature Date: 2022-08-16 - 3:51:21 PM GMT - Time Source: server- IP address: 162.254.65.69
-  Agreement completed.  
2022-08-16 - 3:51:21 PM GMT

CERTIFIED, FILED, AND  
RECORDED ON  
10/16/2018 3:54:00 PM

PAGES: 4  
REC FEES: \$46.00

NICOLLE ZUEHLKE  
ITASCA COUNTY RECORDER

BY NZ Dep



[This Area Reserved for Recording Information]

### JOINT ROAD OWNERSHIP AGREEMENT

THIS JOINT ROAD OWNERSHIP AGREEMENT ("Agreement"), dated this 9 day of October, 2018, is entered into by and between the City of Grand Rapids ("GR"), a municipal corporation, and Harris Township ("Harris"), an organized township, both of the State of Minnesota (collectively the "Parties").

#### RECITALS

- A. The north half of Isleview Road is located in Grand Rapids and the south half of Isleview Road is located in Harris, from the intersection Apache Drive, to the point where it deflects southerly, approximately 600 feet west, as identified on Exhibit "A".
- B. The Parties desire to establish this Joint Road Ownership Agreement to formally establish responsibilities to each party on how to reconstruct, repair and maintain Isleview Road from the intersection of Apache Drive, west approximately 600' to the point where the road deflects southerly.

#### AGREEMENT

- 1. Harris agrees to take ownership of the south half and GR agrees to take ownership of the north half of Isleview Road from the intersection of Apache Drive, west approximately 600' to the point where the road deflects southerly
- 2. **Costs.** GR and Harris agree to split the costs equally for all reconstruction, repair, and maintenance, to Isleview Road, from the intersection of Apache Drive, west approximately 600' to the point where the road deflects southerly.
- 3. **Maintenance.** GR shall be responsible for maintenance of trees on the north side of Isleview and Harris shall be responsible for maintenance of trees on the south side. Harris shall be solely responsible for plowing and mowing of this section of Isleview Road.

RECEIVED-OTC OCT 16 2018

City GR AIR

4



4. **Liens.** Neither party shall permit any liens to be filed against the Property in connection with any construction, maintenance or repair work alleged to have been done by or through either party. In the event that any such liens shall be filed of record, the party alleged to have ordered the work for which the liens shall have been recorded shall cause such lien to be removed by record of payment, bonding, or other lawful procedure within thirty (30) days after receipt of written notice of such lien from the other party.
5. **Disputes.** In the event of a dispute between the Parties regarding the need to expand the existing Isleview Road or to improve it in any way, the dispute will be decided either by the Itasca County Engineer, or the Itasca County Board of Commissioners, and he/she/they will make the decision as to what property expansion or improvements are necessary, taking into account the Costs of Improvement set forth above in paragraph 4.
6. **Failure to Maintain.** If either party fails to repair or maintain the Property in accordance with the provisions of this Agreement, and if such failure shall continue for thirty (30) days after notice, such thirty (30) day period to be extended as reasonably required if noncompliant party shall be acting with due diligence, conforming party shall have the right to go upon the Permanent Easement Area to perform such maintenance and repair. Noncompliant party shall reimburse compliant party for its proportional share of the costs incurred as a result thereof within thirty (30) days following receipt of invoice.
7. **Future Projects.** If either party plans to make improvements to the roadway which would require a cost share by the other party, notification of a minimum of 2 years must be given to the other party to ensure both parties can budget accordingly. This does not include yearly maintenance activities.
8. **Notices.** Any notice, consent, approval or request for consent required or permitted to be given under this Agreement shall be given in writing and shall be effective (a) if personally delivered, upon delivery or refusal to accept such delivery; or (b) if mailed, three (3) days after mailing, by United States registered or certified mail, postage pre-paid, return receipt requested, to the applicable address set forth below:

City of Grand Rapids  
 Attn: TOM PAGER  
 420 No. Pokegama Ave.  
 Grand Rapids, MN 55744

Harris Township  
 Attn: Priscilla Clayton  
 20876 Wendigo Park Road  
 Grand Rapids, MN 55744

## 8. General Provisions.

8.1 **Governing Law.** This agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

8.2 **Covenant Not to Disturb.** Each Party covenants and agrees that its exercise of the easements granted herein shall not unreasonably interfere with the business operations of the other.

8.3 **Compliance With Laws.** Any construction or repairs contemplated by this Agreement shall be performed in a workmanlike manner and in compliance with the applicable statutes, ordinances, rules

and regulations of all governing public authorities, as those statutes, ordinances, rules and regulations are amended from time to time.

**8.4 Effective Date.** This Agreement shall be effective upon the date it is executed by an authorized representative of each Party.

**8.5 Authorized Representative.** Each individual signing on behalf of a Party to this Agreement states that he or she is the duly-authorized representative of the signing Party and that his or her signature on this Agreement has been duly authorized by, and creates the binding and enforcement obligation of, the Party on whose behalf the representative is signing.

**8.6 Severability.** Invalidation of any of the provisions contained in this Agreement shall in no way affect any of the other provisions hereof and the same shall remain in full force and effect.

**8.7 Indemnity.** Each party shall indemnify and save other party harmless from and against any and all claims, liabilities, losses, damages, causes of action, costs and expenses, including attorney's fees, which either party may incur as a result of or in any way connected with the activities of other party, its officers, employees, agents, contractors, and invitees in connection with this Easement, or in connection with the acts or negligence of said party, its agents, employees or contractors.

**8.8 Amendments.** This Agreement may be modified or amended in whole or in part only by written instrument executed by all parties hereto.

**8.9 Counterparts.** This Agreement may be executed in two or more counterparts and each counterpart shall be deemed to be an original, but all of which together shall constitute one and the same instrument upon delivery of one such counterpart by each party to this Agreement.

**8.10 Miscellaneous.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter, operation and maintenance. The parties do not rely upon any statement, promise or representation not herein expressed.

**CITY OF GRAND RAPIDS**

By: Dale Adams  
By: [Signature]

**HARRIS TOWNSHIP**

By: [Signature]  
By: [Signature]

Drafted by:  
Chad B. Sterle, Esq.  
Sterle Law Office  
502 NW Fifth Ave.  
Grand Rapids, MN 55744  
Telephone: 218.326.9646



# Exhibit A Joint Powers Agreement - Isleview Rd

726208

Item 12.

This Joint Power Agreement shall cover the width of road right of way either side of the centerline of Isleview Road lying south of the north line of Section 6 Located in Harris Township and north of the south line of Section 31 located in the City of Grand Rapids. From the point of beginning where the centerline of said roadway intersects the shared boundary of Section 31 and Section 6 to a point where the centerline intersect the westerly extension of the north line of Lots 34, 35, 36 & 38 Block 1 within the Plat of Isle View Addition



City of Grand Rapids, Itasca County



- Joint Powers Agreement
- Section Line
- Plat Blocks
- Lots
- Plats

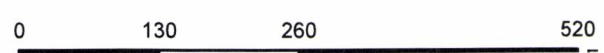






Exhibit A  
 Proposed Joint Ownership Agreement  
 City of Grand Rapids//Harris Township







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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2022

**AGENDA ITEM:** Consider approving a labor agreement with the LELS #239, Police Officers

**PREPARED BY:** Kimberly Gibeau

---

### **BACKGROUND:**

Attached is a three year labor agreement between the City and LELS #239, Police for January 1, 2023 through December 31, 2025. This agreement is equitable to the Sergeants agreement but different.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve a labor agreement with the LELS #239, Police Officers.

# **COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF GRAND RAPIDS**

**AND**

**LAW ENFORCEMENT LABOR  
SERVICES, INC. (LOCAL NO. 239)**

**POLICE**

**January 1, 2023 – December 31, 2025**

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## PREAMBLE

THIS AGREEMENT is entered into by and between the City of Grand Rapids (hereafter the “Employer”) and Law Enforcement Labor Services, Inc. (hereafter the “Union”).

## ARTICLE 1 DEFINITIONS

The terms set forth below shall be defined as follows:

Section 1.1. Union: Law Enforcement Labor Services, Inc.

Section 1.2. Union Member: A member of Law Enforcement Labor Services, Inc., (Local No. 239).

Section 1.3. Employee: An Employee of the City of Grand Rapids Police Department and a person occupying a position in the bargaining unit for which Law Enforcement Labor Services, Inc. is the exclusive representative.

Section 1.4. Probation: A newly hired Employee must serve a probationary period from the date of hire through twelve (12) months of employment.

Section 1.5. Department: The City of Grand Rapids Police Department.

Section 1.6. Employer: The City of Grand Rapids.

Section 1.7. Chief: The Chief of the City of Grand Rapids Police Department.

Section 1.8. Union Officer: An officer elected or appointed by Law Enforcement Labor Services, Inc., (Local No. 239).

Section 1.9. Overtime: Work performed at the express authorization of the Employer in excess of the Employee’s scheduled work shift.

Section 1.10. Scheduled Work Shift: A consecutive work period including rest breaks and lunch break.

Section 1.11. Rest Breaks: A period during the scheduled work shift during which the Employee remains on continual duty and is responsible for assigned duties.

Section 1.12. Lunch Breaks: A period during the scheduled work shift during which the Employee remains on continual duty and is responsible for assigned duties.

Section 1.13. Regular Base Rate of Pay: An Employee’s regular straight-time hourly pay rate for all straight time hours worked exclusive of any other allowances.



Section 1.14. Call Back Time: The return of an Employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned regular scheduled work shift.

**ARTICLE 2  
PURPOSE OF AGREEMENT**

Section 2.1. It is the intent and purpose of this Agreement to place in written form the parties’ full and complete agreement upon the terms and conditions of employment for the duration of this Agreement and to establish procedures for the resolution of disputes concerning the interpretation and/or application of the terms of this Agreement.

Section 2.2. Provisions of this Agreement constitute the sole procedures for the processing and settlement of any grievance by any employee, the Union, or the Employer for a violation of this Agreement.

**ARTICLE 3  
RECOGNITION**

Section 3.1. The Employer recognizes the Union as the exclusive representative for collective bargaining purposes in the bargaining unit certified by the Bureau of Mediation Services, BMS Case No. 98-PRE-296, December 2, 1997, as: “All essential licensed personnel employed by the Grand Rapids Police Department, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory and confidential employees.” All other City of Grand Rapids employees are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and Union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2. It is hereby agreed that the Employer, during and for the duration of this Agreement, will not enter into, establish, or promulgate any resolution, agreement or contract with or affecting the employees of this bargaining unit which, in any way, conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive bargaining agency for such employees.

**ARTICLE 4  
RESPONSIBLE OF PARTIES**

Section 4.1. The parties to this Agreement hereby acknowledge the rights and responsibilities of the other party hereto and agree to discharge their respective responsibilities under this Agreement. The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. Both parties recognize this Agreement as a pledge to this dedication.

Section 4.2. The management of the City of Grand Rapids has the right to direct the work force, to direct, plan and control City operations and services, to hire, recall, transfer, and promote employees for good and sufficient reason, to demote, suspend, discipline and discharge

employees for just cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities and to change the existing operating methods and/or facilities, to determine the method, means, organization and number of personnel by which such operations and services are to be conducted, to make and enforce reasonable rules and regulations, to establish work schedules and assign overtime, to contract with vendors or others for goods or services, and to manage the City of Grand Rapids in the traditional manner. Such inherent managerial authority is vested exclusively in the City Council. The Employer agrees, in the exercise of these rights, it will not alter this Agreement.

The foregoing enumeration of the Employer’s authority shall not be deemed to exclude any other inherent management rights and management functions not expressly delegated in this Agreement and not in violation of the laws of the State of Minnesota.

Section 4.3. The Employer, the Union and the Employees are firmly bound to observe the conditions of this Agreement.

Section 4.4. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

- 1) The applicable procedures of this Agreement will be followed for the settlement of any grievances. All grievances shall be considered carefully and processed promptly in accordance with Article 7 of this Agreement.
- 2) There shall be no interference by the parties to this Agreement with the rights of employees to become or continue as members of the Union.

**ARTICLE 5  
UNION ACTIVITY**

Section 5.1. The Employer agrees to permit the negotiation or grievance committee to appear at all negotiations or grievance meetings with the Employer without loss of pay. The negotiation or grievance committee shall consist of three (3) members. A list of the committee shall be submitted to the Employer each year prior to negotiations. All disciplinary actions shall be subject to the grievance procedure, if the Employee involved so chooses.

Section 5.2. Representatives of Law Enforcement Labor Services, Inc. shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances and other matters; which the Union is authorized by law to investigate.

Section 5.3. The Employer will erect and maintain a bulletin board of reasonable size where Employees report for work, space upon such bulletin board shall be reserved for the use of the Union, Employees or Employer to post any notices or documents relating to Union, Employees and Employer’s affairs.

## ARTICLE 6 CHECKOFF OF UNION DUES

Section 6.1. Check off of Union Dues. The Employer agrees to deduct from the salary of each Employee who has signed an authorized payroll deduction card, a sum certified by the Union, which are Union dues, such deductions to be made from the payroll period ending the first half of each month, and transmit to the Union (address to be supplied by the Union) the total amount with any change of employees from whose pay deductions were made.

Section 6.2. Indemnification. The Union agrees to indemnify, save and hold harmless the Employer from any claims arising out of the provisions of this Article.

## ARTICLE 7 GRIEVANCE PROCEDURE

Section 7.1. Definition of Grievance. A grievance is defined as a dispute or disagreement as raised by an Employee covered by this Agreement against the Employer as to the interpretation and application of the specific terms and conditions contained in this Agreement.

Section 7.2. Union Representatives. The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 7.3. Processing a Grievance. It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the Employees and shall therefore be accomplished during normal working hours only when consistent with such Employee's duties and responsibilities. The aggrieved Employee and the Union Representative will be released from work, without loss in pay, to investigate a grievance and to attend meetings or hearings pursuant to this Article provided the Employee and the Union Representative have notified and received the approval of the Employer who has determined such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 7.4. Grievance Procedure. A grievance, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

**Step 1** – An Employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after the Employee is or should have been aware of the alleged violation, present such grievance to the Employee's immediate supervisor. The supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt of such grievance from the Employee.

A grievance not resolved in Step 1 may be appealed to Step 2 by placing the grievance in writing setting forth the nature of the Employee's grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the remedy requested. A grievance not resolved in Step 1, must be appealed to Step 2 by the Union within ten (10) calendar days after receipt by the Employer of the Employer's Step 1 answer, or such grievance shall be considered waived.

**Step 2** – If appealed, the written grievance shall be presented by the Union and discussed with the Chief of Police and/or the Chief’s designated Step 2 representative. The Chief of Police and/or the Chief’s designated representative shall give the Union the Employer’s Step 2 answer in writing within ten (10) calendar days after the Step 2 grievance meeting.

A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days of receipt by the Union of the Police Chief’s Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days will be considered waived.

**Step 3** – If appealed, the written grievance shall be presented by the Union and discussed with the City Administrator and/or the City Administrator’s designated Step 3 representative. The City Administrator or the designated representative shall give the Union the Employer’s answer in writing within ten (10) calendar days after the Step 3 grievance meeting.

A grievance unresolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following receipt by the Union of the City Administrator’s final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of the Employer’s Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

**Step 3A** – A grievance unresolved in Step 3 may by mutual agreement of the parties, be submitted to mediation through the Minnesota Bureau of Mediation Services. A submission to mediation preserves the time lines for filing Step 4.

**Step 4** – A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union may be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, as amended, and the “Rules Governing the Arbitration of Grievances” as established by the Bureau of Mediation Services.

Section 7.5. Arbitrator’s Authority. The arbitrator will have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted to the arbitrator in writing by the Employer and the Union and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator’s decision shall be submitted in writing to the Employer and Union within thirty (30) days following close of the hearing or the submission of closing briefs by the parties, whichever is later, unless the parties agree in writing to an extension. The arbitrator’s decision will be binding on both the Employer and the Union and shall be based solely on the arbitrator’s interpretation or application of the expressed terms of this Agreement and to the facts of the grievance presented.

The fees and expenses for the arbitrator’s services and proceedings shall be borne equally by the Employer and the Union provided that each party shall be responsible for compensating its own

representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 7.6. Waiver. If a grievance is not submitted within the time limits set forth above, it shall be considered “waived”. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and Union.

Section 7.7. Choice of Remedy. If, as a result of the written Employer response in Step 3 or mediation in Step 3A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an Employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or a procedure such as, Veteran’s Preference, or Human Rights, or by the grievant instituting an action in a federal or state court, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in this Article. The aggrieved Employee will indicate in writing which procedure is to be utilized – Step 4 of Article 7 or another appeal procedure – and will sign a statement to the effect that the choice of any one procedure precludes the aggrieved Employee from making an additional appeal through any other procedure. Upon instituting a proceeding in another forum, as described herein, the Employee shall waive the Employee’s right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

## **ARTICLE 8 HOURS OF WORK**

Section 8.1. Work Schedules. The normal work year is two-thousand one hundred eighty-four (2,184), straight time hours to be accounted for by each Employee through:

- a) hours worked on assigned shifts;
- b) authorized paid leave time; and
- c) assigned training.

Section 8.2. Nothing contained in this or any other article shall be interpreted to be a guarantee of a minimum or maximum number of hours the Employer may assign Employees.

Section 8.3. Split Shifts. The Employer agrees to avoid split shifts, except in the case of emergencies.

Section 8.4. Scheduling. A standard scheduling procedure shall be established and maintained to provide fair and equitable hours of work and a distribution of responsibilities in accordance with the classifications of the Employees in the Police Department.

**ARTICLE 9  
OVERTIME**

Section 9.1. Full-time Employees will be compensated at one and one-half (1 and ½) times the Employee’s regular base rate of pay for hours worked in excess of the Employee’s regular scheduled shift in accordance with the Fair Labor Standards Act. All overtime will be offered to bargaining unit Employees first.

Section 9.2. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premiums shall be used. To the extent that hours are compensated for at overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision.

Section 9.3. All overtime hours worked shall be divided among Employees of the same job classification as equally as possible consistent with the needs of the Employer. A refusal by an Employee to work overtime hours shall be considered as time worked for purposes of allocating overtime hours as equally as possible among Employees.

**ARTICLE 10  
COMPENSATORY TIME**

Section 10.1. Employees may choose to accumulate up to ninety (96) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the Employee shall be entitled to one and one-half (1 and ½) hours off work without loss of pay per the Federal Fair Labor Standards Act. Any accumulated, unused compensatory time in excess of 96 hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. Employees will have the option to have the entire balance of their accumulated, unused compensatory time paid out on the first payroll of June and December of each year based on the balance as of the last date of the pay period for the applicable payroll.

Section 10.2. An Employee must obtain department head/supervisor approval to take compensatory time off, which may be granted or denied at the sole discretion of the department head/supervisor. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted by this Section. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflicts shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the Employee’s department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

Section 10.3. An Employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked.

## ARTICLE 11 WAGES

Section 11.1. Police Union Wage Schedule 2023-2025. The below schedule reflects a 2.50% general wage increase in 2023; and 2.75% plus \$0.30 per hour general wage increase in 2024; and 3% plus \$0.70 per hour general wage increase in 2025.

POLICE OFFICERS									
RATES OF PAY									
CONTRACT 2023-2025									
	Cola	First	Start	Start	Start	Start	LONGEVITY**		
Effective 1/1/2023	2.50%	Year	of 2nd	of 3rd	of 4th	of 5th	10 Yrs	15 Years	20 Years
			Year	Year	Year	Year	2.50%	2.50%	2.50%
Officer		\$ 29.60	\$ 30.35	\$ 31.04	\$ 31.64	\$ 32.82	\$ 33.64	\$ 34.48	\$ 35.34
School Resource Officer***		30.85	31.60	32.29	32.89	34.07	34.89	35.73	36.59
Investigator****		31.67	32.47	33.21	33.86	35.12	\$ 36.00	\$ 36.90	\$ 37.82
<b>Effective 1/1/2024</b>	<b>2.75%</b>						<b>2.75%</b>	<b>2.75%</b>	<b>2.75%</b>
Officer		\$ 30.72	\$ 31.48	\$ 32.19	\$ 32.81	\$ 34.02	\$ 34.96	\$ 35.92	\$ 36.91
School Resource Officer***		31.97	32.73	33.44	34.06	35.27	36.21	37.17	38.16
Investigator****		32.87	33.69	34.44	35.11	36.41	\$ 37.42	\$ 38.45	\$ 39.50
<b>Effective 1/1/2025</b>	<b>3%</b>						<b>3.00%</b>	<b>3.00%</b>	<b>3.00%</b>
Officer		\$ 32.34	\$ 33.13	\$ 33.86	\$ 34.50	\$ 35.74	\$ 36.82	\$ 37.92	\$ 39.06
School Resource Officer***		33.59	34.38	35.11	35.75	36.99	38.07	39.17	40.31
Investigator****		34.60	35.45	36.23	36.91	38.25	\$ 39.39	\$ 40.57	\$ 41.79
**Longevity pay as reflected in the above longevity pay schedule is listed in the Long. Pay column above.									
***The base rate of pay for officers assigned by the Chief as School Resource Officer shall be one dollar (\$1.25) above the									
****The base rate of pay for officers assigned by the Chief as Investigator shall be equal to a wage of 7% above the high									
longevity schedule) for Police Officer.									

\*\* In 2023 longevity pay as reflected in the above longevity pay schedule is 2.50% per longevity category of 10, 15, and 20 years. In 2024 longevity pay as reflected in the above longevity pay schedule is 2.75% per longevity category of 10, 15, and 20 years. In 2025 longevity pay as reflected in the above longevity pay schedule is 3.00% per longevity category of 10, 15, and 20 years.

\*\* The base rate of pay for officers assigned by the Chief as school resource officer shall be one dollar and twenty five cents (\$1.25) above the employee’s base wage on the wage schedule for Police Officer.

\*\*\* The base rate of pay for officers assigned by the Chief as investigator shall be equal to a wage of 7% above the highest base wage on the wage schedule (non-longevity schedule) for Police Officer.



Section 11.2. Shift Differential. A one dollar (\$1.00) per hour shift differential shall apply to any officer required to work between the hours of 6:00 p.m. and 6:00 a.m.

Section 11.3. Canine Officer. Employees assigned by the Employer to Canine (K-9) Officer shall receive sixteen (16) hours of pay per month for canine maintenance.

Section 11.4. Vacancies. In all cases where an Employee has been advanced to fill a temporary vacancy above their own class, the Employee shall receive such higher rate of pay for all such hours worked.

Section 11.5. Length of Service Credit for New Employees. Patrol Officers of the City who began employment with the City as an Employee after December 31, 2010 shall receive length of service credit for previous experience as a licensed full-time public law enforcement officer for the sole purpose of placement on the Employer’s wage schedule as a Patrol Officer as follows:

<u>Previous Experience</u>	<u>Length of Service Credit</u>
Less than 5 years	0
5 through 9 years	3 <sup>rd</sup> year
10 or more years	4 <sup>th</sup> year

The Length of Service Credit will continue to apply as an Employee moves through the wage steps; longevity pay will be based on the number of years with the City of Grand Rapids.

Section 11.6. Field Training Officer Pay. Officers assigned to work as a field training officer will receive an additional \$3.00 per hour compensation for all hours worked as a field training officer.

**ARTICLE 12  
TRAINING TIME, COURT TIME, CALL TIME**

Section 12.1. Training Time. Whenever an officer is required by the Employer to attend a seminar, training session, or courses for keeping current the Employee’s qualifications, or for other reasons, the Employee shall be compensated for the Employee’s attendance at the aforementioned off duty programs, and travel to and from such programs, at the Employee’s regular base rate of pay. Such seminars, training sessions or certification programs shall be approved by the Chief and/or the City Council.

Section 12.2. License Fee. The City will pay the required POST Board licensing fees for all licensed officers.

Section 12.3. Court Time. There shall be a minimum of 2 hours pay at 1.5 times the employee’s regular base rate of pay for each employee who is required to appear in court at times other than the Employee’s regular work day. All time in excess of the two hours shall be compensated at 1.5 times the employee’s regular base rate of pay. In the event that the employee’s court appearance is canceled with less than 24 hours notice, the employee shall receive 2 hours straight time pay.

Section 12.4. Call Back Time. An Employee who is called back for work during the Employee's regular scheduled day off or time off shall receive a minimum of two (2) hours pay at one and one-half (1 and ½) times the Employee's regular base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the Employee for the two-hour minimum. This call back time shall be exclusive of any other provisions of this Agreement. The call back time worked shall be computed at one and one-half (1 and ½) times the Employee's regular base rate of pay unless said call back time is on a holiday and then the holiday time rate shall be used. Any call back time occurring within three (3) hours of the beginning of the Employee's regular shift shall be considered daily overtime.

### **ARTICLE 13 CLOTHING/EQUIPMENT ALLOWANCE**

Section 13.1. The Employer will issue new Employees the clothing and equipment outlined in Appendix A attached.

Section 13.2. Effective January 1, 2015, an Employee who is beginning the second year of employment, or any year subsequent to the second year, shall be provided \$925.00 per year clothing/equipment allowance. The clothing/equipment allowance provided in this paragraph includes approved footwear. Approved footwear shall be determined by the Chief in the Chief's discretion and such determination shall not be subject to the grievance procedure. If an employee leaves employment prior to December 31, after receiving the annual clothing/equipment allowance for that year, the employee shall reimburse the Employer for that portion of the allowance prorated based on the number of months remaining in the year.

Section 13.3 Effective January 1, 2018, the Employer will purchase and provide to new officers an Employer approved service firearm. The Employer will be the owner of the firearm. Upon leaving employment with the City, the Officer will return the firearm to the Employer. An officer separating in good standing with the City would have the option to purchase their service firearm from a licensed dealer. A determination of "good standing" shall be made by the Employer.

Section 13.4. All clothing and equipment shall be the property of the individual, including a firearm, which shall be approved by the Police Chief and purchased by the officer. (Provided, however, firearms issued to officers shall remain the property of the City.)

Section 13.5. In the event that clothing is damaged in the line of duty due to extenuating circumstances, the Employer shall replace all such damaged clothing directly to the officer without deducting the cost from the yearly allowance on approval by the Chief of Police and the City Council.

## **ARTICLE 14**

### **ACTIVE EMPLOYEE GROUP INSURANCE BENEFITS**

Section 14.1. Life Insurance. The Employer agrees to pay the premium and maintain a minimum value of \$10,000.00 for the group life insurance levels per Employee for the life of this Agreement.

Section 14.2. Health and Welfare. While the Local 49 Health and Welfare Fund is the insurance provider for employees' health, medical, dental, vision and life insurance, and employees are not able to opt out of coverage the City will cover the full cost of the insurance premium for single and family coverage. If during the terms of this Agreement, the City changes insurance providers in accordance with Section 14.3 and 14.5 below, the Employer and the Union agree to renegotiate the insurance contributions under this Article.

Existing level of benefits shall be continued for the duration of this Agreement subject to the application of Section 14.3 of this Article.

Section 14.3. In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Article 14 may be opened by either signatory party hereto for the purpose of discussing the effect of such change. The absence of such reopening shall constitute acceptance of the change. The Employer shall not, without the agreement of the Union, change the provider of health and medical insurance coverage if such change results in a reduction of the level of benefits.

Section 14.4. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an Employee while on Flexible Time Off or Extended Medical Benefit, or an Employee who is unable to work due to a compensable injury.

Section 14.5. The designation of the insurance carrier in Section 14.2 is inserted for the purpose of defining benefits only, and upon notice to the Union, the Employer shall have the right to choose and to change the insurance carrier so long as benefits are not reduced below those specified, except for minimal variations, and there is no lapse in insurance coverage.

## **ARTICLE 15**

### **INSURANCE COVERAGE OF RETIRED EMPLOYEES**

Section 15.1. Minn. Stat. § 471.61, Subd. 2a authorized the Employer to insure or protect its retired employees and their dependents under a policy or policies or contract or contracts, of group insurance or benefits covering life, health and accident, medical and surgical benefits or hospitalization insurance or benefits and pay all or any part of the premiums or charges of such insurance protection.

Section 15.2. Eligibility of Retired Employees. The Employer will continue to provide hospitalization and medical insurance coverage for a retired employee under the following conditions: 1) the employee must qualify for a Minnesota Public Employees Retirement Association (PERA) pension; 2) the employee must have reached a retirement age acceptable to

PERA or the retired age limit set by the Employer; 3) the employee must be under the age of sixty-five (65) and not be eligible for Medicare; and 4) the employee must have exhausted all eligible funds from either; the employee’s individual health care savings plan, as administered by the Minnesota State Retirement Systems (MSRS), for an employee who retires after December 18, 2004 (the effective date of the Employer’s Flexible Time Off Policy). For an employee who retires after December 18, 2004, provided the employee meets the above eligibility requirements, the Employer will pay One Hundred Dollars (\$100.00) per month toward the full single rate and dependency cost for hospitalization and medical insurance coverage, and the employee shall pay the remaining amount. This shall continue until the employee reaches age sixty-five (65) or becomes eligible for Medicare. Upon the death of the employee, all obligations under Article 15 are terminated subject to IRS regulations and governing MSRS statutes, rules and procedures with respect to health care savings plans.

**ARTICLE 16  
HOLIDAYS**

Section 16.1. All Employees shall receive ninety-two (92) hours holiday pay per year, payable in two separate checks in the first pay period of June and December of each year. For investigators and liaison officers, when a recognized holiday falls on a normal work day, the employee shall be scheduled with the day off and compensated at the employee’s straight time pay.

Section 16.2. Any Employee working the following holidays shall receive one and one-half (1 and ½) times the Employee’s regular base rate of pay for the hours worked on the holidays listed in this Section 16.2. For purposes of calculating when holiday pay begins, the holiday will be designated to begin at 6:00 a.m. on the holiday and conclude at 5:59 a.m. on the following day to align with the Department’s current 12-hour shifts.

New Year’s Day
Birthday of Martin Luther King, Jr.
Presidents’ Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving Day

Half the hours worked on Christmas Eve Day
Christmas Day

Section 16.3. In the event that the Employee is scheduled off duty on a holiday listed in Section 16.2 above, and is called back for work, the Employee shall receive a minimum of four (4) hours pay at one and one-half (1 and ½) times the Employee’s regular base rate of pay regardless of whether or not the four (4) hours are actually worked.

**ARTICLE 17  
FLEXIBLE TIME OFF**

Section 17.1. All Employees are subject to the Flexible Time Off Plan, as incorporated into the City of Grand Rapids Personnel Policies. The Flexible Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which Employees were previously entitled. All current and future Employees of the Union shall be subject to the Flexible Time Off Plan, as it exists as of the effective date of the plan.

Section 17.2. The interpretation and application of the Employer’s Flexible Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Flexible Time Off Plan adopted by the Employer.

Section 17.3. Accrual of FTO. The amount of Flexible Time Off (FTO) available annually to regular full-time Employees or limited-term Employees, as defined in the Employer’s Flexible Time Off Plan, as incorporated into the Employer’s Personnel Policies, is based on the length of employment using the most recent date of regular or limited-term employment according to the following schedule:

**Full-time and Limited Term Employees hired BEFORE January 1, 2018 will accrue as follows:**

**Completed Years of Employment Flexible Time Off Accrued**

<b>COMPLETED YEARS OF EMPLOYMENT</b>	<b>Days per year</b>	<b>Hours per year</b>	<b>Hours per 80 hour pay period</b>
<b>Hire date through 4<sup>th</sup> anniversary</b>	<b>23</b>	<b>184</b>	<b>7.0769</b>
<b>After the 4<sup>th</sup> anniversary through the 9<sup>th</sup></b>	<b>30</b>	<b>240</b>	<b>9.2320</b>

<b>After the 9<sup>th</sup> anniversary through the 14<sup>th</sup> anniversary</b>	<b>35</b>	<b>280</b>	<b>10.7692</b>
<b>After the 14<sup>th</sup> anniversary</b>	<b>39</b>	<b>312</b>	<b>12.</b>

**Full-time and Limited Term Employees hired AFTER January 1, 2018 will accrue as follows:**

**Completed Years of Employment Flexible Time Off Accrued**

<b>COMPLETED YEARS OF EMPLOYMENT</b>	<b>Days per year</b>	<b>Hours per year</b>	<b>Hours per 80 hour pay period</b>
<b>Hire date through 1<sup>st</sup> anniversary</b>	<b><u>15</u></b>	<b><u>120</u></b>	<b><u>4.62</u></b>
<b>After the 1<sup>st</sup> anniversary through the 6<sup>th</sup></b>	<b><u>20</u></b>	<b><u>160</u></b>	<b><u>6.15</u></b>
<b>After the 6<sup>th</sup> anniversary through the 10<sup>th</sup> anniversary</b>	<b><u>25</u></b>	<b><u>200</u></b>	<b><u>7.69</u></b>
<b>After the 10<sup>th</sup> anniversary</b>	<b><u>30</u></b>	<b><u>240</u></b>	<b><u>9.23</u></b>

Regular part-time Employees will accrue FTO on a prorated basis pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time Employee.

The City computerized payroll system is the official record for Flexible Time Off, Extended Medical Benefit, and Personal Conversion Account balances.

Employees may carry over accumulated FTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated FTO may not exceed 248 hours (31 days) on the Employee's anniversary date. On the anniversary date, any accumulated unused FTO in excess of 248 hours will be forfeited.

**Section 17.4. Extended Medical Benefit (EMB) Accrual.** As provided and defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:



<b>Days Per Year</b>	<b>Hours Per Year</b>	<b>Hours Per 80 hour Pay Period</b>
8	64	2.4616

Any officer who is newly hired with the City of Grand Rapids after January 1, 2018 will receive 84 hours of EMB time placed into his/her EMB bank at the time of hire. If the City is planning to make a substantial change to the Extended Medical Benefit portion of the City’s Flexible Time Off policy, the City will notify the Union of such changes prior to any Council action.

**ARTICLE 18  
LEAVE**

Section 18.1. Extended Medical Leave. In the case of (1) an extended illness, after an Employee has used all accumulated Flexible Time Off, Extended Medical Benefit, and Family and Medical Leave Act leave for which the Employee is eligible, or (2) the birth or adoptive placement of a child after the Employee has used all accumulated Flexible Time Off, Extended Medical Benefit, parenting leave, and Family and Medical Leave Act leave for which the Employee is eligible, the Employee, subject to approval by the Employer, may be granted a six (6) month leave of absence without having their name removed from the payroll. Any further extension of the six (6) month leave period will be granted or denied at the Employer’s sole discretion; however, the Employer shall not grant leave in excess of twenty-four (24) months. In evaluating a request for an extension of leave by an Employee beyond six (6) months, the Employee shall provide the Employer with a detailed Doctor’s report by no later than ten (10) days prior to the last day of the six (6) month leave period. If the Employer decides to grant or deny an Employee’s request for extension of leave, the Employer shall notify the Union and employee of its decision in writing, and the Employer shall provide the Union and employee with an opportunity to meet to discuss the Employer’s decision provided the Union and employee requests such a meeting within ten (10) days of the Union’s receipt of notice from the Employer. An Employee on extended medical leave must provide the Employer with at least one (1) week’s notice prior to returning from leave.

**ARTICLE 19  
DISCIPLINE**

Section 19.1. The Employer will discipline for just cause only. The parties recognize the principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident. Discipline will be in one or more of the following forms:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension, with or without pay
- d. Demotion, or
- e. Discharge

Section 19.2. Notices of suspension, demotions and discharges will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective. Demotions will state the classification to which the Employee is demoted.

Section 19.3. Written reprimands, notices of suspension, notice of demotion, and notices of discharge, which are to become part of an Employee's personnel file, shall be read and acknowledged by signature of the Employee. The Employee will receive a copy of such reprimand and/or notices.

Section 19.4. Employees will not be questioned concerning an investigation of disciplinary action unless the Employee has been given an opportunity to have a union representative present at such questioning.

Section 19.5. Upon written request, Employees may examine their own individual personnel file at a reasonable time agreed upon by the Employer and Employee and under the direct supervision of the Employer. Employees may place written responses to specific charges recorded in the Employee's personnel file, into said personnel file at any time.

Section 19.6. Grievances relating to this Article may be initiated by the Union at Step 3 of the grievance procedure.

Section 19.7. The Employer agrees to abide by the terms of the Peace Officers Disciplinary Procedures Act, Minn. Stat. 626.89 and the Government Data Practices Act (Chapter 13).

## **ARTICLE 20 COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS**

Section 20.1. It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph, or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with Minnesota state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

Section 20.2. The City of Grand Rapids and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

## **ARTICLE 21 LAYOFF/SENIORITY**

Section 21.1. Layoffs. In the event of a layoff or a reduction in force, Employees shall be laid off in the inverse order of hiring and rehired in the inverse order of layoff. Seniority shall govern the order in which any reduction in hours is applied.

Section 21.2. Seniority. Seniority status shall be granted to all Employees and an Employee's position on the seniority list shall be determined on the basis of the Employee's continuous (unbroken) length of service for the Employer since the first date of hire and within the present bargaining unit. Employees upon completion of a probationary period of twelve (12) months shall be placed on a seniority list as of the first day of their employment within the bargaining unit. The Employer may terminate probationary Employees at any time during the probationary period for any reason. The Employer, at its sole discretion, may extend the initial probationary period for an additional six (6) months. If anyone outside the bargaining unit accepts a position within the bargaining unit, their seniority begins to accrue on the date they enter the bargaining unit. Seniority continues to accrue for any and all Employees who change classification within the bargaining unit.

Section 21.3. Seniority List. When two or more Employees have the same position on the seniority list as determined by their first date of hire, seniority shall be determined by lot. No later than February 1<sup>st</sup> of each year, the Employer shall prepare a seniority roster, shall post it on all official bulletin boards, and shall provide one (1) copy to the Union. The roster shall list each Employee in the order of seniority and reflect each Employee's date of service along with current job classification.

Section 21.4. Loss of Seniority. An Employee shall cease to have seniority, if:

1. The Employee does not return to work on the specified return date as contained in a written leave of absence or from lay-off within five calendar days after being given notice to return to work by registered mail at the Employee's last known address.
2. The Employee's separation from employment has been for more than twenty-four (24) months, except that separation from employment for authorized military leave shall be consistent with state and federal law applicable to such leave.
3. The Employee is discharged for just cause or is released without cause during the Employee's twelve (12) month probationary period.
4. The Employee voluntarily terminates employment.
5. The Employee takes an unauthorized leave of absence or fails to notify the Employer of the cause of an absence for two days or more.

## **ARTICLE 22 HEALTH CARE SAVINGS ACCOUNT**

Section 22.1 The Union and the City agree to allow all employees of the Police Department covered under the Union collective bargaining agreement to make an employee contribution to the Employer-designated post employment health savings account of \$75.00 per employee per pay period. It is understood that there will be no Employer contributions to the post employment health savings account.

**ARTICLE 23  
WAIVER**

Section 23.1. This Agreement represents the entire Agreement of the parties and shall supersede all previous agreements. The parties acknowledge that during the negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by the law from the area of collective bargaining, and that all of the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

Section 23.2. The Union agrees that the Employer shall not be obligated to meet and negotiate with respect to any subject or matter not specifically referred to or covered in this Agreement. All terms and conditions of employment shall continue to be subject to the Employer’s direction and control.

Section 23.3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 23.4. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

**ARTICLE 24  
DURATION OF CONTRACT**

Except as otherwise provided, this Agreement shall continue in effect and in force from January 1, 2023 through December 31, 2025, provided, however, that either party shall have the right to give written notice to the other party sixty (60) days prior to January 1, 2026, of their desire to reopen the agreement for the purpose of negotiations and settlement of a new agreement.

IN WITNESS whereof the parties hereto have set their hands and seals the respective date and year written below.

CITY COUNCIL, GRAND RAPIDS

LAW ENFORCEMENT LABOR SERVICES, INC.

BY: \_\_\_\_\_  
Dale Christy, Mayor

BY: \_\_\_\_\_  
Rick Mathwig, Business Agent

BY: \_\_\_\_\_  
Tom Pagel, City Administrator

BY: \_\_\_\_\_  
Gary O’Brien, President, Local 239

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

## APPENDIX A

### Initial Issue:

- (3) Long Sleeve Shirts with Patches
- (3) Short Sleeve Shirts with Patches
- (3) Uniform Pants
- (2) Breast Badges
- (1) Hat Badge
- (1) Winter Hat (GRPD Stocking Cap)
- (1) Stormy Kromer Hat (GRPD Authorized)
- (1) Summer Hat (Police Saucer Hat)
- (1) Summer Hat Rain Cover
- (1) Outer Duty Belt
- (1) Inner Duty Belt
- (1) Key Holder
- (3) Belt Keepers
- (1) Radio Holder
- (1) Flashlight Holder
- (1) Flashlight Traffic Wand
- (1) Rechargeable LED Flashlight with Charger
- (1) Pair of Winter Gloves
- (1) Double Magazine Pouch
- (1) Chemical Irritant Holder
- (1) Medical Glove Pouch
- (1) Set of Handcuffs
- (1) Spare Handcuff Key
- (1) Handcuff Case
- (1) Holster
- (2) Neck ties or (1) Neck tie and (1) Dickie
- (1) Tie Clasp
- (1) One long rain coat
- (1) Snowmobile Bibs
- (1) Pair of Boots or (1) Pair of Shoes
- \*\* (1) Winter Jacket with patches
- \*\* (1) Spring/Fall Jacket with patches
  - \*\*Or One All-Season Jacket with patches
- (1) One Jacket Name Tag
- (1) One Shirt Name Tag
- (1) One Ballistic Vest with Carrier
- (1) One Jacket Collar Brass
- (1) One Shirt Collar Brass
- (1) One Belt Clip Badge Holder

If the Employer decides to require a Class A uniform it will be provided as part of the initial issue at no cost to the employee.

The Employer reserves the right to specify color, style and type of uniform items, including clothing.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2022

**AGENDA ITEM:** Approve 2023 Theatre License for Mann Theatres Inc.

**PREPARED BY:** Kimberly Gibeau

---

### **BACKGROUND:**

Mann Theatres is required to submit applications to renew licenses for each screen within the theatre. Mann has 8 screens that they wish to renew.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve 2023 Theatre License for Mann Theatres 8 screens, contingent upon receipt of required documents and fees.





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2022

**AGENDA ITEM:** Approve 2023 Taxi license for Rapid Taxi, contingent upon receipt of required documentation and fees.

**PREPARED BY:** Kimberly Gibeau

---

### BACKGROUND:

Rapid Taxi is required to renew licensing each year. The Grand Rapids Police Department conducts taxi inspections and each vehicle is required to be compliant prior to licensing.

### REQUESTED COUNCIL ACTION:

Make a motion to approve 2023 taxi cab licensing for Rapid Taxi contingent upon receipt of documentation and fees.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2022

**AGENDA ITEM:** Consider adopting a resolution to authorize closing Capital Projects Fund-2020 Infrastructure Fund.

**PREPARED BY:** Barb Baird

---

### BACKGROUND:

In 2020, the City issued \$2,275,000 General Obligation Street Reconstruction Bonds, Series 2020A for three projects totaling \$2,980,000. All of the projects are complete and there is a fund balance remaining of approximately \$104,330. We are recommending transferring the remaining balance to the Capital Projects Fund-Permanent Improvement Revolving Fund and close the fund.

### REQUESTED COUNCIL ACTION:

Make a motion to adopting a resolution to authorize closing Capital Projects Fund-2020 Infrastructure Fund and transfer the balance of approximately \$104,330 to Capital Project Fund-Permanent Improvement Revolving Fund.

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

RESOLUTION NO. 22-

A RESOLUTION CLOSING FUND 481 CAPITAL PROJECT FUND-2020 INFRASTRUCTURE BONDS AND TRANSFERRING THE REMAINING BALANCE OF APPROXIMATELY \$104,330 TO FUND 501 CAPITAL FUND-(PIR) PERMANENT IMPROVEMENT REVOLVING FUND

WHEREAS, in 2020, the City issued \$2,275,000 General Obligation Street Reconstruction Bonds for Project CP2014-2, and

WHEREAS, the final construction payment on the project was made in 2021, and

WHEREAS, there is a cash balance remaining of approximately \$104,330 in the Capital Project Fund, and

WHEREAS, the remaining funds may be used for future infrastructure projects,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer of approximately \$104,330 from Fund 481 Capital Project Fund-2020 Infrastructure Bonds to Fund 501 Capital Fund-(PIR) Permanent Revolving Fund and close Fund 481.

Adopted this 19<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

\_\_\_\_\_  
Kim Gibeau, City Clerk

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2022  
**AGENDA ITEM:** Consider Turfwerks Agreement with SLL  
**PREPARED BY:** Bob Cahill

---

**BACKGROUND: PLEASE REVIEW THE TWO ATTACHMENTS.**

City Attorney Chad Sterle has drawn up a Lease Agreement with Sugar Lake Lodge for shared use of City of GR/Pokegama Golf Course owned TurfWerks Topdresser.

**REQUESTED COUNCIL ACTION:**

Make a motion to enter into a Lease Agreement with Sugar Lake Lodge for the Pokegama Golf Course owned Turfwerks Topdresser.

**LEASE AGREEMENT**

This Agreement is made between the City of Grand Rapids (hereinafter referred to as "City") and Sugar Lake Lodge (SLL).

**RECITALS**

The Parties agree to purchase a Turfco Mete-R-Matic IV Topdresser ("the equipment") for the price of \$12,584.53. The equipment will be owned by the City of Grand Rapids and will be leased to Sugar Lake Lodge on a mutually agreed upon schedule. On January 18 at the Regular Golf Board Meeting the board approved the purchase of this equipment. A check was made out on August 16, 2022, for \$12,584.53 to the City of Grand Rapids.

**AGREEMENT**

1. The Parties that SLL will reimburse the City 50% of the purchase price by December 31, 2022.
2. The Parties also agree to share annual maintenance expenses with indefinitely.
3. The item has been budgeted at \$6,000 on our CIP list. With the lease funds coming from SLL the expense will be \$6,292.00. The tax included price of \$12,584.53 which includes delivery.
4. This unique piece of equipment includes features that other top dresses do not have. Turfwerks is the only dealer in our Region. A second bid is not required.

**CITY OF GRAND RAPIDS**

Dated: \_\_\_\_\_, 2022

\_\_\_\_\_  
Dale Christy, Mayor, City of Grand Rapids

Dated: 12-2, 2022

**SUGAR LAKE LODGE**

\_\_\_\_\_  
Fred Schich, PARTNER

# CITY OF GRAND RAPIDS

INVOICE  
NUMBER  
EE05323-G

INVOICE  
DATE  
07/27/22

TURFWERKS

08/16/22

150571

150571  
Item 17.

ITEM DESCRIPTION

ITEM  
AMOUNT

TRF635 TURFCO 85424 S#224612  
STAX# T11517

11,775.00  
809.53

INVOICE TOTAL:

12,584.53

\*

CHECK TOTAL:

12,584.53

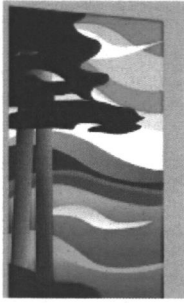
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\* 1 5 0 5 7

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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** January 24, 2022  
**AGENDA ITEM:** Approve purchase of Turfwerks Topdresser  
**PREPARED BY:** Bob Cahill

---

### **BACKGROUND:**

At the January 18 Regular Golf Board Meeting the board approved the purchase of a Turfco Mete-R-Matic IV Topdresser for the price of \$12,584.53. This is a piece of equipment that is used only a handful of times per season and will last us 20 years plus. The limited use will allow us to share this piece of equipment with Sugar Lake Lodge(SLL). We will be drawing up a lease agreement that will call for payment from SLL to Pokegama of 50% of the purchase price in 2022 and also an equal split annually of any maintenance expense parts and labor. We will be asking Mr. Sterle to draw this up for us. This item has been budgeted at \$6,000 on our CIP list.

With the lease funds coming from SLL the expense will be \$6,292.

This is a unique item that has features that other topdressers do not have. Additionally Turfwerks is the only dealer in our Region. Thus a second bid is not required. (Reviewed and approved by Finance Director Barb Baird)

### **REQUESTED COUNCIL ACTION:**

Make a Motion to: Approve the purchase a Turfco Mete-R-Matic IV from Turfwerks for the tax included price of \$12,584.53. This includes delivery. This is a 2022 Golf Course budgeted item that will be paid for with golf course funds.

**THIRD ADDENDUM  
EXTENSION OF CONTRACT FOR MUNICIPAL SERVICES**

This Addendum is between the County of Itasca (“County”) through its Administrative Services Department and the City of Grand Rapids, a Minnesota municipal corporation (“City”) hereafter for the purposes of the amendment and extension of the Contract for Municipal Services.

Whereas, the County and City are parties to the Contract for Municipal Services between dated August 14, 2007 as previously amended and extended by Addendums between the parties dated February 12, 2013 and June 27, 2018.

1. Extension. The County and City agree to extend the Contract for Municipal Services dated August 14, 2007 as amended by Addendums dated February 12, 2013 and June 27, 2018.
2. Date of Term. The extension granted herein shall be in effect from January 1, 2023 through December 31, 2027, unless otherwise terminated sooner or extended into the future as provided in the Contract or any amendment thereto.
3. Contract Fee. Delete Section 3 of the Contract and Addendums and replace with:

The City agrees to pay on a quarterly basis to the County for the City’s use of the generator an annual fee in each year of the term of this Contract as follows:

	<u>Yearly Total</u>	<u>Quarterly Total</u>
2023	\$7,478.24	\$1,869.56
2024	\$7,702.59	\$1,925.65
2025	\$7,933.67	\$1,983.42
2026	\$8,171.68	\$2,042.92
2027	\$8,416.83	\$2,104.21

4. Terms Conditions. Other than as specifically modified herein in this Third Addendum, the rights and obligations incurred pursuant to the Contract for Municipal Services as amended prior hereto shall remain in full force and effect. In the event there is a conflict between the terms and conditions of the Contract for Municipal Services as amended and the terms and provisions of this Third Addendum the terms and provisions of this Third Addendum shall control.

**IN WITNESS WHEREOF**, the parties have caused this agreement to be executed.

CITY:  
City of Grand Rapids

COUNTY:  
Itasca County

By: \_\_\_\_\_  
Mayor  
Grand Rapids City Council  
Date: \_\_\_\_\_

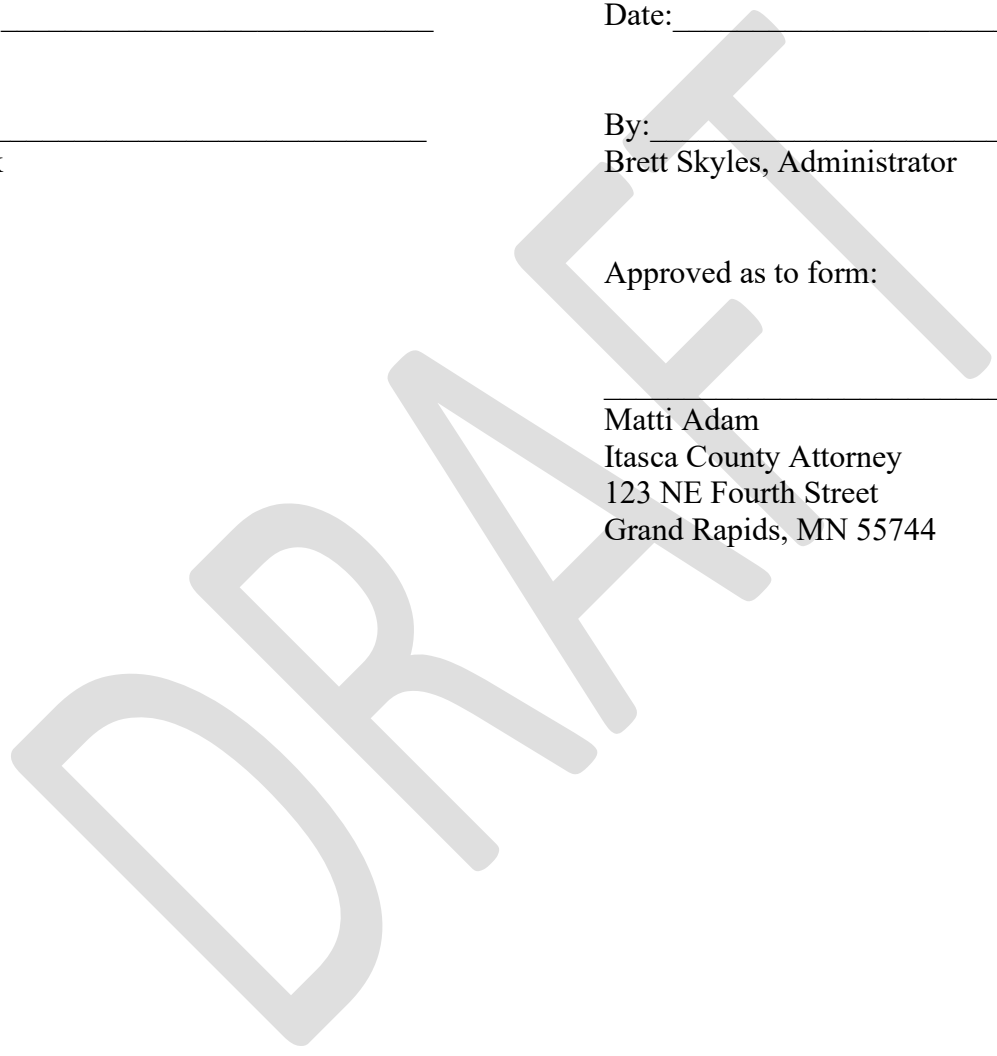
By: \_\_\_\_\_  
Chair  
Itasca County Board of Commissioners  
Date: \_\_\_\_\_

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

By: \_\_\_\_\_  
Brett Skyles, Administrator

Approved as to form:

\_\_\_\_\_  
Matti Adam  
Itasca County Attorney  
123 NE Fourth Street  
Grand Rapids, MN 55744





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 12/19/2022

**AGENDA ITEM:** Consider approving five (5) year extension of Contract for Municipal Services between City of Grand Rapids and Itasca County for connection to emergency generator.

**PREPARED BY:** Jon Peterson

---

### BACKGROUND:

In August 2007, the City approved the Contract for Municipal Services with Itasca County to allow the City to connect to the County's Courthouse main generator for the purpose of providing a backup power source in the event of an outage for a period of five (5) years. In 2012, an addendum extending the contract through 2017 was approved. On January 2, 2018 at their regular meeting, the Itasca County Board approved another addendum, extending the contract from January 1, 2018 through December 31, 2022. The extension granted herein shall be in effect from January 1, 2023 through December 31, 2027.

### REQUESTED COUNCIL ACTION:

Make a motion approving the Addendum Extension of Contract for Municipal Services through December 31, 2027 and allow authorized signatures.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2022

**AGENDA ITEM:** Consider adopting a resolution establishing the official polling places for Grand Rapids Precincts One, Two, Three and Four

**PREPARED BY:** Kimberly Gibeau

---

### **BACKGROUND:**

Each year, Municipalities are required to adopt a resolution officially designating polling places within each of their voting precincts. Each precinct is located within its own jurisdiction as preferred by law.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution establishing official polling places for the City of Grand Rapids Precincts One, Two, Three and Four.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

**A RESOLUTION ESTABLISHING THE OFFICIAL POLLING PLACES FOR GRAND RAPIDS PRECINCTS ONE (1), TWO (2), THREE (3) AND FOUR (4)**

WHEREAS, polling places are designated by the governing body of each municipality; and

WHEREAS, the governing body of a municipality making designations for polling places must designate, by ordinance or resolution, a polling place for every precinct by December 31<sup>st</sup> of each year for the next calendar year; and

WHEREAS, municipalities are required to designate polling places for each precinct, each year, regardless if there is an election scheduled for the next year or not, in the event a special election is called; and

WHEREAS, changes cannot be made less than 90 days before the next election, including school district elections or referenda, nor anytime between the state primary and general elections; and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, hereby establishes the following polling places within city limit precincts:

- |                                 |  |
|---------------------------------|--|
| Grand Rapids Precinct One (1)   | Grand Rapids Fire Hall<br>104 SE 11 <sup>th</sup> Street         |
| Grand Rapids Precinct Two (2)   | Grand Rapids Area Library<br>140 NE 2 <sup>nd</sup> Street       |
| Grand Rapids Precinct Three (3) | IRA Civic Center (Upper Level)<br>1401 NW 3 <sup>rd</sup> Avenue |
| Grand Rapids Precinct Four (4)  | Zion Lutheran Church<br>2901 S. US Highway 169                   |

Adopted this 19<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

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

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





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 12-19-22  
**AGENDA ITEM:** Consider an agreement with Loren Solberg  
**PREPARED BY:** Tom Pagel, City Administrator

---

### **BACKGROUND:**

This has utilized Loren Solberg to assist with lobbying for City priorities at the legislative sessions. The attached agreement continues services with Loren. This is a budgeted item.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve a contract with Loren Solberg for lobby services during the 2023 calendar year.

**LOREN SOLBERG CONSULTING**  
**32314 PRAIRIE LAKE LANE**  
**Grand Rapids, MN 55744**

This agreement is created and commenced between the City of Grand Rapids, hereafter referred to as the "City", and Loren Solberg Consulting, LLC, hereafter referred to as "Consultant".

Whereas, the City desires to purchase professional services to assist with State Government Relations and lobbying activities with the legislature, state agencies, and other administratively related matters;

And Whereas, Loren Solberg is a registered lobbyist with the State of Minnesota;

Therefore, the parties agree to contract for professional services which include representing the City's interests as designated by the City during a period of January 1, 2023 to December 31, 2023 as follows:

**GENERAL SERVICES**

- Provide professional lobbying services for the City at the legislature for the period of time identified in this contract.
- Assist the Grand Rapids City staff and board members in development of any legislative or agency strategies as authorized by the City.
- Coordinate, monitor, and meet with relevant legislators, State Agencies, and potential developers to promote economic development opportunities for the Grand Rapids area.
- Consultant shall work cooperatively with staff and other professional or elected officials of the City to promote goals or parameters established by the city.
- To coordinate informational tours or meetings which will promote the policies or interests of the City.
- Facilitate requested meetings with state legislators or agency personnel.
- Report periodically as requested by the City on activities either in person, by phone, or in writing to the City Council or their designated representative.
- Meet as requested with the City staff or appropriate City personnel.
- Notify the City regarding any potential conflict of interest while representing other clients. Notification shall be to the City Contact Agent. For the purpose of this contract the Agent is the Grand Rapids City Administrator.

Consultant shall at all times be free to exercise initiative, judgment, and discretion as to how to best perform or provide services identified herein.

The parties mutually recognize the need to coordinate activities and information associated with legislative initiatives and administrative policies. Therefore, Consultant shall abide by policy, direction, and specific assignments as directed by City the Administrator or designated representatives, as long as directive is not in conflict with state law or rules. Failure to do so may be grounds for immediate termination of this Agreement.

**INDEPENDENT CONTRACTOR**

At all times and for all purposes hereunder, Consultant shall be an independent contractor and is not an employee of City for any purpose. No statement contained in this Agreement shall be construed so as to find Consultant to be an employee of the City

or including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

Consultant acknowledges and agrees that no withholding or deduction for State and Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Consultant and that it is Consultant's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

#### **SUBCONTRACTING, ASSIGNMENT AND INDEMNIFICATION**

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by subcontracting, assignment or notation, without the prior written consent.

This provision is not intended to create any cause of action in favor of any third party against Consultant or the City or to enlarge in any way Consultant's liability, but is solely to provide for indemnification of City and from liability for damages or injuries to third persons or property arising from Consultant or Consultants' agents' performance hereunder.

#### **COMPLIANCE WITH NON-DISCRIMINATION LAWS AND DISCLOSURE OF DATA**

Consultant agrees to maintain and protect received data on individuals, or which Consultant has access, according to the statutory provisions applicable to the data. No private or confidential data developed, maintained, or received by Consultant under this Agreement may be released to the public by Consultant or its employees or representatives. The City shall prominently mark all data shared with Consultant with the data's classification under the Minnesota Government Data Practices Act.

The Consultant agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations, and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability, or age. When required by law and requested by the City, Consultant shall furnish a written affirmation plan.

The Consultant further agrees to comply with all federal, state, and local laws or ordinances and all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to Consultant's performance of the provisions of this Agreement. It shall be the obligation of Consultant to apply for, pay for, and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

#### **PROFESSIONAL LIABILITY INSURANCE**

Consultant shall obtain a valid policy of insurance covering professional liability, arising from the acts of omission of Consultant, its agent and employees.

#### **COMPENSATION**

In consideration of Consultant's services to be performed pursuant to this Agreement, the City agrees to make payment to Consultant of \$1,600 per month plus approved expenses. Approved expenses include but are not limited to mileage when traveling outside of Itasca County at the approved federal rate, liability insurance, parking, approved meals and approved lodging when outside the county while providing consulting and lobbying services. Consultant is responsible for all expenses related to necessary supplies, equipment, communication costs, incidental office expenses, taxes, and FICA.

Consultant shall provide an invoice on a monthly basis, which includes a written statement of services provided. The City agrees to pay pursuant to said invoice within thirty (30) days of receipt and approval by the City Council. The City reserves the right to deny payment if sufficient information is not provided.

**TERMINATION**

This contract may be terminated by either party at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person to the other party, unless termination is by City for failure to follow policy or direction, in which case termination may be immediate and may be verbal. This contract may be renewed and/or extended by mutual agreement.

**MODIFICATIONS/ADDENDA**

This Agreement may be modified by mutual consent and be valid when modifications are in writing and signed by authorized representatives of City and Consultant.

**NOTICE/COMMUNICATIONS**

All notices and demands pursuant to this Agreement shall be directed in writing to: Mr. Tom Pagel, City Administrator.

**Consultant**

**City of Grand Rapids**

Loren Solberg Consultant, LLC

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

Name Dale Christy, Mayor

Attest

By \_\_\_\_\_ Date \_\_\_\_\_

Name Kimberly Gibeau, City Clerk



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 5, 2022

**AGENDA ITEM:** Consider adopting a resolution accepting low bid and entering into an agreement with TNT Construction Group, LLC, for the Grand Rapids-Cohasset Industrial Park Infrastructure Project

**PREPARED BY:** Rob Mattei, Director of Community Development

---

### BACKGROUND:

This project involves the extension of new sanitary sewer and water infrastructure along the County Rd. 63 and 76 corridors and through the Voyageur Capital Group (former Ainsworth Plant) site. Bids on the referenced project were opened on November 3, 2022 at 10:00 am. The bids received are below along with the Engineer's estimate:

<u>Contractor</u>	<u>Base Bid</u>
TNT Construction Group, LLC	\$4,697,800.00
Wagner Construction	\$6,427,104.10
Casper Construction	\$6,556,857.59
Engineer's Estimate	\$3,847,719.60

SEH has reviewed the bids and recommends that The City award a contract to TNT Construction Group, LLC for their low bid amount of \$4,697,800.00.

Construction will be fully funded through the combination of funds shown:

<u>Funding Source</u>	<u>Amount</u>
Federal EDA	\$1,900,607.00
MN IRRR	\$500,000.00
MN DEED	\$250,000.00
IEDC	\$169,453.00
GRPUC	\$611,633.00
GREDA	\$100,000.00
City of Cohasset	\$296,727.00
City of Grand Rapids (TIF)	\$869,380.00

**REQUESTED COUNCIL ACTION:** Make a motion adopting a resolution accepting low bid and entering into an agreement with TNT Construction Group, LLC, for the Grand Rapids-Cohasset Industrial Park Infrastructure Project

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

RESOLUTION NO. 22-\_\_

**A RESOLUTION ACCEPTING BID FOR  
GRAND RAPIDS-COHASSET INDUSTRIAL PARK INFRASTRUCTURE PROJECT**

WHEREAS, pursuant to an advertisement for the Grand Rapids-Cohasset Industrial Park Infrastructure Project, which involves the extension of new sanitary sewer and water infrastructure along the County Rd. 63 and 76 corridors and through the Voyageur Capital Group (former Ainsworth Plant) site. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid	Compliant Bid
Engineer’s Estimate	\$3,847,719.60	
TNT Construction Group, LLC	\$4,697,800.00	Yes
Wagner Construction	\$6,427,104.10	Yes
Casper Construction	\$6,556,857.59	Yes

WHEREAS, the City Engineer is recommending the Base Bid be awarded to TNT Construction Group, LLC;

WHEREAS, it appears that Contractor is a responsible bidder, and;

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with TNT Construction Group, LLC in the name of the City of Grand Rapids for the Grand Rapids-Cohasset Industrial Park Infrastructure Project for a total contract amount of \$4,697,800.00 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 5<sup>th</sup> day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

ATTEST:

\_\_\_\_\_  
Kim Gibeau, City Clerk

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



Building a Better World  
for All of Us®

December 5, 2022

RE: City of Grand Rapids  
Grand Rapids – Cohasset Industrial Park  
Infrastructure  
EDA Proj. No. 06-01-06338  
SEH No. GRANR 163434

Mayor and Council Members  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

Dear Mayor and Council Members:

Bids on the referenced project were opened at the City of Grand Rapids City Council Chambers on November 3, 2022, at 10:00 am. The bids received are summarized with the Engineer’s estimate as follows:

<u>Contractor</u>	<u>Base Bid</u>
TNT Construction Group, LLC	\$4,697,800.00
Wagner Construction	\$6,427,104.10
Casper Construction, Inc.	\$6,556,857.59
Engineer’s Estimate	\$3,847,719.60

SEH has reviewed the bids and recommends that The City award a contract to TNT Construction Group, LLC for their low bid amount of \$4,697,800.00.

If you require further information or have any questions, please do not hesitate to call me at 218.322.4513.

Sincerely,  
Short Elliott Hendrickson Inc.

Sara Christenson, PE (MN)  
Project Civil Professional Engineer

X:\F\J\G\GRANR\163434\6-bid-const\Recommend ltr.doc

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 SE 4th Avenue, Suite 200, Grand Rapids, MN 55744-4304

218.322.4500 | 888.908.8166 fax | [sehinc.com](http://sehinc.com)

SEH is 100% employee-owned | Affirmative Action–Equal Opportunity Employer



Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

A RESOLUTION APPROVING THE FINAL 2022 TAX LEVY PAYABLE IN 2023

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, levies the following sums of money for the current year 2022 collectible in 2023, upon the taxable property in the City of Grand Rapids, for the following purposes:

General Fund	\$5,828,363
Library Fund	759,331
Cemetery	226,157
Internal Loan-Public Works Equipment	224,000
Abatement Levies	20,000
GREDA	80,000
2009C Improvement Bonds	303,482
Debt Study Reduction	(150,000)
2010A Improvement Bonds	53,936
2011B Improvement Bonds	54,615
2012 Improvement Bonds	129,704
2013B Reconstruction Bonds	106,465
2014A Reconstruction Bonds	235,301
2016A Reconstruction Bonds	148,819
2017A Reconstruction Bonds	170,400
2017B Refunding Bonds	63,448
2018A St Recon & CIP Bonds	139,506
2019A Improvement Bonds	133,907
2020A Reconstruction Bonds	166,452
2021 GO/Abatement Bonds	101,232
2021B GO Bonds	<u>307,809</u>
TOTAL GROSS LEVY	<u>9,102,927</u>
Less:	
Fund Balance Contribution	<u>(499,662)</u>
<b>CERTIFIED LEVY</b>	<b><u>\$8,603,265</u></b>

Adopted this 19th day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

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

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

A RESOLUTION ADOPTING THE 2023  
GENERAL FUND REVENUE AND EXPENDITURE BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following General Fund Revenue and Expenditure budget for 2023:

**REVENUES**

Taxes	\$5,328,701
Payment in Lieu of Taxes	913,000
Licenses and Permits	307,865
Intergovernmental	2,523,392
Charges for Services	1,393,169
Fines and Forfeits	67,000
Miscellaneous Revenue	72,200
Fund Balance Contribution	<u>499,662</u>
<b>TOTAL REVENUE</b>	<b><u>\$11,104,989</u></b>

**EXPENDITURES**

Administration	\$ 604,722
Building Safety Division	460,344
Community Development	573,911
Council/Boards	127,958
Finance	604,068
Fire	830,787
Fleet Maintenance	290,154
Information Technology	331,280
Police	3,728,351
Public Works	2,383,640
Recreation	93,432
City Wide	334,843
Transfers	653,999
Fund Balance Payback	<u>87,500</u>
<b>TOTAL EXPENDITURES</b>	<b><u>\$11,104,989</u></b>

Adopted this 19th day of December 2022.

Dale Christy, Mayor

Attest:

---

Kimberly Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

A RESOLUTION ADOPTING THE 2023 SPECIAL REVENUE FUND PUBLIC LIBRARY REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund-Public Library revenue and expenditures budget for 2023:

REVENUES:	
Taxes	\$759,331
Intergovernmental	128,000
Charges for Services	28,081
Fines & Forfeits	0
Miscellaneous	5,800
Operating Transfer-In	<u>4,452</u>
<b>TOTAL REVENUES</b>	<b><u>\$925,664</u></b>
EXPENDITURES:	
Personnel	\$686,946
Supplies and Materials	90,218
Other Charges and Services	<u>148,500</u>
<b>TOTAL EXPENDITURES</b>	<b><u>\$925,664</u></b>
Revenue over Expenditures	<u>\$ 0</u>

Adopted this 19th day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

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

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 22-

A RESOLUTION ADOPTING THE 2023 SPECIAL REVENUE FUND  
CEMETERY REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopted the following Special Revenue Fund – Cemetery revenue and expenditures budget for 2023:

REVENUES:

Taxes	\$226,157
Charges for Services	34,500
Miscellaneous	1,300
Operating Transfer-In	<u>3,757</u>
Total Revenue	<u>\$265,714</u>

EXPENDITURES:

Personnel	\$212,874
Supplies & Materials	13,600
Other Charges	<u>39,240</u>
Total Expenditures	<u>\$265,714</u>

EXCESS REVENUE OVER EXPENDITURES \$ 0

Adopted this 19th day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

\_\_\_\_\_  
Kimberly 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 22-

A RESOLUTION ADOPTING THE SPECIAL REVENUE FUND  
ECONOMIC DEVELOPMENT AUTHORITY 2023 REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund – Economic Development Authority revenue and expenditures budget for 2023:

REVENUES:

Taxes	\$ 35,000
Miscellaneous	<u>200</u>
Total Revenue	<u>\$35,200</u>

EXPENDITURES:

Supplies & Materials	\$ 50
Other Charges	<u>16,100</u>
Total Expenditures	<u>\$ 16,150</u>
Excess Revenue over Expenditures	<u>\$ 19,050</u>

Adopted this 19th day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

\_\_\_\_\_  
Kimberly 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 22-

A RESOLUTION ADOPTING THE 2023 SPECIAL REVENUE FUND-CIVIC CENTER REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopt the following Special Revenue Fund – Civic Center revenue and expenditures budget for 2023:

REVENUES:

Charges for Services	\$ 1,000
Miscellaneous	<u>507,600</u>
Total Revenue	<u>\$508,600</u>

EXPENDITURES:

Personnel	\$225,067
Supplies & Materials	7,000
Other Charges	<u>254,083</u>
Total Expenditures	<u>\$486,150</u>

EXCESS REVENUE OVER EXPENDITURES \$ 22,450

Adopted this 19th day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

\_\_\_\_\_  
Kimberly 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.



Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 22-

A RESOLUTION ADOPTING THE 2023 REVENUE AND EXPENDITURES BUDGET FOR THE GRAND RAPIDS/ITASCA COUNTY AIRPORT

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following revenue and expenditures budget for the Grand Rapids/Itasca County Airport for 2023:

REVENUES:

Intergovernmental	\$ 86,231
Charges for Services	6,000
Miscellaneous Revenue	137,046
Other Sources	<u>31,014</u>
Total Revenue	<u>\$260,291</u>

EXPENDITURES:

Personnel	\$ 113,791
Supplies & Materials	39,500
Other Charges	<u>107,000</u>
Total Expenditures	<u>\$260,291</u>

EXCESS REVENUE OVER EXPENDITURES \$ 0

Adopted this 19th day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

\_\_\_\_\_  
Kimberly 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 22-

A RESOLUTION ADOPTING THE 2023 SPECIAL REVENUE FUND  
POLICE DESIGNATED FORFEITURES REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund – Police Designated Forfeitures revenue and expenditures budget for 2023:

REVENUES:

Intergovernmental	\$ 4,000
Miscellaneous	<u>250</u>
Total Revenue	<u>\$ 4,250</u>

EXPENDITURES:

Supplies & Materials	2,500
Other Charges	<u>1,000</u>
Total Expenditures	<u>\$ 3,500</u>

EXCESS REVENUE OVER EXPENDITURES \$ 750

Adopted this 19th day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

\_\_\_\_\_  
Kimberly 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 22 -

A RESOLUTION ADOPTING THE 2023 SPECIAL REVENUE FUND  
STATE HAZMAT RESPONSE TEAM REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund – State Hazmat Response Team revenue and expenditures budget for 2023:

REVENUES:

Intergovernmental	<u>\$60,000</u>
Total Revenue	<u>\$60,000</u>

EXPENDITURES:

Personnel	\$32,190
Supplies & Materials	10,810
Other Charges	<u>17,000</u>
Total Expenditures	<u>\$60,000</u>

EXCESS REVENUE OVER EXPENDITURES \$ 0

Adopted this 19th day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

\_\_\_\_\_  
Kimberly 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

A RESOLUTION ADOPTING THE 2023 SPECIAL REVENUE FUND  
DOMESTIC ANIMAL CONTROL FACILITY REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund-Domestic Animal Control Facility revenue and expenditures budget for 2023:

REVENUES:	
Fines & Fees	\$ 40,250
Operating Transfer In	<u>36,923</u>
<b>TOTAL REVENUES</b>	<b>\$ <u>77,173</u></b>
EXPENDITURES:	
Personnel	\$ 55,013
Supplies and Materials	4,000
Other Charges and Services	<u>18,160</u>
<b>TOTAL EXPENDITURES</b>	<b>\$ <u>77,173</u></b>
<b>EXCESS REVENUE OVER EXPENDITURES</b>	<b>\$ <u>0</u></b>

Adopted this 19th day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

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

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 22-

A RESOLUTION ADOPTING THE 2023 SPECIAL REVENUE FUND  
CENTRAL SCHOOL REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopted the following Special Revenue Fund – Central School revenue and expenditures budget for 2023:

REVENUES:

Miscellaneous	\$ 56,100
Operating Transfer-In	<u>59,950</u>
 Total Revenue	 \$ <u>116,050</u>

EXPENDITURES:

Supplies & Materials	\$ 1,800
Other Charges	108,850
Capital Outlay	<u>5,400</u>
 Total Expenditures	 \$ <u>116,050</u>
 EXCESS REVENUE OVER EXPENDITURES	 \$ <u><u>0</u></u>

Adopted this 19th day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

\_\_\_\_\_  
Kimberly 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.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-

A RESOLUTION ADOPTING THE 2023 ENTERPRISE FUND-  
POKEGAMA GOLF COURSE  
REVENUE AND EXPENSE BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Enterprise Fund Pokegama Golf Course revenue and expense budget for 2023:

REVENUES:	
Charges for Services	\$787,732
Miscellaneous Revenue	<u>49,054</u>
Total Revenues	<u>\$836,786</u>
EXPENSES:	
Personnel	\$331,735
Supplies and Materials	79,900
Other Charges and Services	254,216
Depreciation Expense	<u>117,000</u>
Total Expenses	<u>\$782,851</u>
Net Income/(Loss)	<u>\$ 53,935</u>

Adopted this 19th day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

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

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 22-  
A RESOLUTION ADOPTING THE 2023 ENTERPRISE FUND-  
STORM WATER UTILITY  
REVENUE AND EXPENSE BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Enterprise Fund Storm Water Utility revenue and expense budget for 2023:

REVENUES:	
Licenses & Permits	\$1,500
Charges for Services	850,000
Miscellaneous	<u>500</u>
Total Revenues	<u>\$852,000</u>
EXPENSES:	
Personnel	\$336,326
Supplies and Materials	87,000
Other Charges and Services	361,490
Depreciation Expense	<u>50,088</u>
Total Operations	834,904
Transfer to Storm Water Utility Projects	<u>17,096</u>
Total Expenses	<u>\$852,000</u>
Net Income/(Loss)	<u>\$ -0-</u>

Adopted this 19th day of December 2022.

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

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

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





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2022

**AGENDA ITEM:** Consider approving resolutions adopting the 2022 Tax Levy Payable 2023, 2023 General Fund Budgets, 2023 Special Revenue Budgets and 2023 Enterprise Budgets.

**PREPARED BY:** Barb Baird

### BACKGROUND:

The City Council and staff have been working on the 2023 budgets since early 2022. The 2022 tax levy payable in 2023 and City budgets were discussed at the public forum on Monday, December 5, 2022. The City was able to get the tax rate under last year's rate. This year the rate is approximately 71.662. The Certified Levy for 2022 Tax Levy Payable 2023 is the same as last years Levy, \$8,603,265.

We are requesting the Council adopt the resolutions listed to approve a tax levy for 2022 payable in 2023 and the 2023 budgets for the General Fund, Special Revenue Funds and Enterprise Funds.

### REQUESTED COUNCIL ACTION:

Make a motion to approving resolutions adopting the following:

- 2022 Tax Levy Payable 2023, the 2023 General Fund Revenue and Expenditures Budget,
- 2023 Special Revenue Fund Budgets for the Library, Cemetery, Grand Rapids Economic Development Authority, Civic Center, Grand Rapids/Itasca County Airport, Police Forfeiture Fund, Haz-Mat Response Fund, Domestic Animal Control Facility, and Central School,
- 2023 Enterprise Fund Budgets for Pokegama Golf Course and Storm Water Utility Fund.

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

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING A \$500.00 DONATION FROM HILL CITY LIONS CLUB  
FOR THE GRAND RAPIDS' POLICE DEPARTMENT  
ANNUAL SHOP WITH A HERO EVENT

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:

- Hill City Lions Club has donated \$500 to the Grand Rapids Police Department for the Annual Shop with a Hero Event.

Adopted this 19<sup>th</sup> day of December, 2022

\_\_\_\_\_  
Dale Christy, Mayor

Attest:

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2022

**AGENDA ITEM:** Consider adopting a resolution accepting a donation of \$500.00 from Hill City Lions Club to support Grand Rapids Police Shop with a Hero Program

**PREPARED BY:** Captain Andy Morgan

**BACKGROUND:**

In the past, Captain Andy Morgan has approached the community organizations and groups in search of donations for the Shop with a Hero. The above donations were provided without solicitation but rather the Hill City Lions Club gracious commitment to this important community event.

With the intention of better serving and connecting with our community, GRPD again organized the annual Shop with a Hero event. Area emergency service providers and Grand Rapids Walmart hosted the “Shop With a Hero” event on December 11, 2022 at 9:00a.m. The event paired 30 area youth with a member of emergency services and local military staff - a “Hero.” Each team was given a \$100 Walmart gift card, calculator, and the task of holiday shopping for the participant’s family members. Volunteers gift-wrapped all presents before a surprise visit from Santa Claus where each youth received a wrapped holiday present of their own.

This event would not be possible without the continued support of service providers, volunteers, first responders, local military, and the countless number of donors such as Hill City Lions Club. It’s truly a wonderfully fulfilling day.

**REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution accepting a donation of \$500.00 from Hill City Lions Club to support Grand Rapids Police Shop with a Hero Program.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** December 19, 2022

**AGENDA ITEM:** Consider appointing members to Boards and Commissions

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

The City has three boards and commissions with terms that expire December 31, 2022.

Police Community Advisory Board  
Library Board  
Arts and Culture Commission

Members of the Council have interviewed applicants and are ready to make recommended appoints.

### **REQUESTED COUNCIL ACTION:**

Make a motion to appoint members to Boards and Commissions.