



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

**CITY COUNCIL MEETING AGENDA**  
**Monday, November 25, 2024**  
**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, November 25, 2024 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**PROCLAMATIONS/PRESENTATIONS:**

1. National Hunger & Homelessness Awareness Month Proclamation

**POSITIVE HAPPENINGS IN THE CITY:**

**PUBLIC FORUM:**

**COUNCIL REPORTS:**

**APPROVAL OF MINUTES:**

2. Approve Council minutes for Tuesday, November 12, 2024 Regular meeting.

**VERIFIED CLAIMS:**

3. Approve the verified claims for the period November 5, 2024 to November 18, 2024 in the total amount of \$1,600,536.86.

**CONSENT AGENDA:**

4. Consider approving airport temporary land lease template.
5. Consider approving lease agreement for new copier at Fire Department.
6. Consider approving the Statement of Work (SOW) Agreement with CliftonLarsonAllen, LLP (CLA), dated October 25, 2024, for audit year ending December 31, 2024.
7. Consider adopting a resolution to authorize an operating transfer from the Capital Project Fund-Permanent Improvement Revolving Fund (PIR) to Special Revenue Fund-Electric Vehicle Charging Stations.
8. Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check.

- [9.](#) Consider the revised Personnel Dynamics Contract retroactive to November 12, 2024, and hiring Mary Corwin as a temporary Office Worker/Transcriptionist through Personnel Dynamics, retroactive to November 13, 2024.
- [10.](#) Consider appointing Laura Pfeifer as Interim Director of Finance, effective November 26, 2024.
- [11.](#) Consider revising Flexible Time Off accrual table for Non-Represented Employees.
- [12.](#) Consider authorizing the retirement and sale of surplus assets.
- [13.](#) Consider approving Taxicab License for Iron Angel Taxi.
- [14.](#) Consider approving temporary liquor licenses for MacRostie Art Center for 2025 First Friday events.
- [15.](#) Consider approving temporary liquor licenses for MacRostie Art Center for 2025 First Friday events.
- [16.](#) Consider approving the tax and licensing for snowplow purchased from Boyer Ford Trucks.
- [17.](#) Consider adopting a resolution to authorize an operating transfer from the Capital Project Fund-Permanent Improvement Revolving Fund (PIR) to Capital Project Fund-2022 Infrastructure/ARPA fund.
- [18.](#) Consider adopting a resolution authorizing the operating transfer from the Capital Fund-Grand Rapids/Cohasset Industrial Park fund to Capital Fund-2024 Infrastructure fund.

SET REGULAR AGENDA:

ADMINISTRATION:

- [19.](#) Consider accepting the resignation from Debra Moebakken from her position as Library Public Services Clerk and authorize Human Resources to begin the process of posting internally, advertising and hiring for the open position of Library Public Services Clerk.

COMMUNITY DEVELOPMENT:

- [20.](#) Consider approval of a Building Permit Agreement.

CITY COUNCIL:

- [21.](#) Consider appointing a Council member to serve as representative on the Range Association of Municipalities & Schools (RAMS) Board.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 2, 2024, 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

# Proclamation

## ***NATIONAL HUNGER AND HOMELESSNESS AWARENESS MONTH***

WHEREAS, the National Coalition for the Homeless is the sponsor of and have set November 2024 as National Hunger and Homelessness Month and November 17 – 23, 2024, as National Hunger and Homelessness Awareness Week; and

WHEREAS, the purpose of the proclamation is to educate the public about the many reasons people are hungry and homeless including the shortage of affordable housing in Itasca County for low-income residents; and to encourage support for homeless assistance service providers as well as community service opportunities for students and school service organizations; and

WHEREAS, the intent of Hunger and Homelessness Awareness month is consistent with local organizations who are committed to sheltering, providing supportive services as well as meals, basic needs and supplies to the homeless including; Kootasca Community Action, AEOA, Grace House, Northland Counseling Center, Salvation Army, Itasca County Veterans Services, Leech Lake Band of Ojibwe, Itasca County Health and Human Services, First Call for Help, Advocates for Family Peace and other Itasca Housing Resource Team members; and

WHEREAS, the Grand Rapids City Council recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in the City of Grand Rapids; and

WHEREAS, people experiencing unsheltered homelessness (those sleeping outside or in places not meant for human habitation) may be at risk for poor health conditions. Lack of housing contributes to poor physical and mental health outcomes, and connections to permanent housing for people experiencing homelessness should continue to be a priority.

NOW THEREFORE, I, Tasha Connelly, Mayor of the City of Grand Rapids, hereby proclaim the month of November 2024 as Grand Rapids Hunger and Homelessness Awareness Month and November 17 – 23, 2024 as Grand Rapids Hunger and Homelessness Awareness Week.

BE IT FURTHER RESOLVED that the City of Grand Rapids City Council encourages all citizens to recognize that many people do not have housing and need support from citizens, and private/public non-profit service entities.

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 25<sup>th</sup> day of November, Two thousand twenty-four.

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Tasha Connelly, Mayor  
City of Grand Rapids



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

**CITY COUNCIL MEETING MINUTES**  
**Tuesday, November 12, 2024**  
**5:00 PM**

Mayor Pro-Tem Sutherland call the meeting to order at 5:00 PM.

PRESENT: Councilor Dale Adams, Councilor Molly MacGregor, Councilor Tom Sutherland, Councilor Rick Blake. ABSENT: Mayor Tasha Connelly.

STAFF: Tom Pagel, Chad Sterle, Chery Pierzina, Andy Morgan, Kevin Ott, Jeremy Nelson, Sara Holum, Renee Patrow, Cindy Phillips

ELECTION CANVASS:

1. Consider adopting a resolution canvassing and declaring the results of the November 5, 2024 City of Grand Rapids Elections.

Motion made by Councilor MacGregor, Second by Councilor Adams to adopt **Resolution 24-98**, a resolution canvassing and declaring the results of the November 5, 2024 City of Grand Rapids Elections.

Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

PROCLAMATIONS/PRESENTATIONS:

Mayor Pro-Tem Sutherland acknowledged Veteran's day and thanked all who served.

POSITIVE HAPPENINGS IN THE CITY:

Councilor Adams spoke about the elections and the beauty of the opportunity of this form of government and thanked all who voted.

PUBLIC FORUM:

No one from the public spoke.

COUNCIL REPORTS:

Councilor Blake spoke about a meeting at the Itasca Community Task Force and spoke about energy transitions.

Councilor Sutherland spoke about legislation regarding the energy transitions.

Councilor Adams spoke about RAMS. Nominations are coming up in December.

## APPROVAL OF MINUTES:

2. Approve minutes for Monday, October 28, 2024 Worksession and Regular meetings.

Motion made by Councilor Adams, Second by Councilor MacGregor to approve Council minutes as presented. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

## VERIFIED CLAIMS:

3. Approve the verified claims for the period October 22, 2024 to November 4, 2024 in the total amount of \$929,381.57.

Motion made by Councilor MacGregor, Second by Councilor Blake to approve the verified claims as presented. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

## CONSENT AGENDA:

4. Consider signing cart storage agreement
5. Consider approving a Supplemental Letter Agreement with SEH related to CP 2024-1
6. Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check
7. Consider approving the Master Services Agreement with CliftonLarsonAllen, LLP (CLA), dated October 25, 2024, for audit year ending December 31, 2024.
8. Consider approving the donation/transfer of two less-lethal 12-gauge shotguns to the Coleraine Police Department
9. Consider approving agreement/contract with Liberty Arms Destruction for the destruction of 28 firearms of no monetary value.
10. Consider adopting a resolution accepting a \$94,305 grant from the IRRR Development Partnership Grant Program for the GoMarti 2.0 Project and approving amendment 1.

**Adopted Resolution 24-99**

11. Consider approving the Assurance Information Exchange Portal Agreement with CliftonLarsonAllen LLP.
12. Consider approving temporary liquor permits for Itasca Curling Association for events in 2024 and 2025.
13. Consider approving 2025 liquor license renewals.
14. Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check
15. Consider approving airport t-hangar lease template for 2025-2027

16. Consider Hiring and Rehiring Seasonal Civic Center Employees.
17. Consider adopting a resolution accepting a \$8,480 grant from the Minnesota Board of Firefighter Training and Education for the Grand Rapids Fire Department.

**Adopted Resolution 24-100**

18. Consider an amendment to the Joint Power Agreement (JPA) with Itasca County related to lodging tax collection.
19. Consider accepting the resignation of Joan Gunderman from the Human Rights Commission.

Motion made by Councilor Adams, Second by Councilor Blake to approve the Consent agenda as presented. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

**SET REGULAR AGENDA:**

Motion made by Councilor Adams, Second by Councilor MacGregor to approve the Regular agenda as presented. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

**ADMINISTRATION:**

20. Consider appointment of Sean Smallen to the position of Police Officer with the Grand Rapids Police Department.

Human Resource Officer Chery Pierzina gave an overview.

Motion made by Councilor Adams, Second by Councilor Blake to approve the appointment of Sean Smallen to the position of Police Officer with the Grand Rapids Police Department. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

21. Consider accepting the resignation from Robert Kubeczko from his position as Maintenance II in Public Works and authorize Human Resources to begin the process of posting internally, advertising and hiring for the open position of Maintenance I Public Works employee.

Human Resource Officer Chery Pierzina gave an overview.

Motion made by Councilor MacGregor, Second by Councilor Adams to accept the resignation from Robert Kubeczko from his position as Maintenance II in Public Works and authorize Human Resources to begin the process of posting internally, advertising and hiring for the open position of Maintenance I Public Works employee. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

22. Consider accepting the resignation from Barbara Baird from her position as Director of Finance, approve revised job description for Director of Finance, and authorize Human Resources to post, advertise, interview, and hire for the position of Director of Finance.

Human Resource Officer Chery Pierzina gave an overview.

Motion made by Councilor MacGregor, Second by Councilor Blake to accept the resignation from Barbara Baird from her position as Director of Finance, approve revised job description for Director of Finance, and authorize Human Resources to post, advertise, interview, and hire for the position of Director of Finance.

Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

23. Consider wage increase for Assistant Golf Professional and authorize Human Resources to re-post, interview, and hire for the open position of Assistant Golf Professional.

Human Resource Officer Chery Pierzina gave an overview.

Motion made by Councilor Blake, Second by Councilor Adams to accept the wage increase for Assistant Golf Professional and authorize Human Resources to re-post, interview, and hire for the open position of Assistant Golf Professional. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

CITY COUNCIL:

24. Consider appointing a Council member to serve as Arrowhead Regional Development Commission Representative

Motion made by Councilor Blake, Second by Councilor Sutherland to appoint Councilor MacGregor to serve as Arrowhead Regional Development Commission Representative. Voting Yea: Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

There being no further business, the meeting adjourned at 5:22 PM.

Respectfully submitted:

Mandy Mitchell, Administrative Assistant



DATE: 11/21/2024  
 TIME: 15:05:45  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/25/2024

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
ADMINISTRATION		
0718060	GRAND RAPIDS HERALD REVIEW	537.60
1309090	SUPERONE FOODS NORTH	158.10
TOTAL ADMINISTRATION		695.70
BUILDING SAFETY DIVISION		
0118100	VESTIS GROUP INC	73.29
0920060	ITASCA COUNTY TREASURER	224.70
TOTAL BUILDING SAFETY DIVISION		297.99
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	154.45
TOTAL COMMUNITY DEVELOPMENT		154.45
COUNCIL/COMMISSION/BOARDS		
0718060	GRAND RAPIDS HERALD REVIEW	63.25
TOTAL COUNCIL/COMMISSION/BOARDS		63.25
FIRE		
0118100	VESTIS GROUP INC	58.81
0401804	DAVIS OIL INC	41.23
0920060	ITASCA COUNTY TREASURER	79.64
TOTAL FIRE		179.68
PUBLIC WORKS		
0103325	ACHESON TIRE INC	520.00
0113240	AMERICAN PUBLIC WORKS ASSOC	516.00
0315455	COLE HARDWARE INC	14.90
0400720	D&S STUMP GRINDING LLC	1,450.00
0401804	DAVIS OIL INC	1,136.23
0718060	GRAND RAPIDS HERALD REVIEW	166.75
0801836	HAWKINSON SAND & GRAVEL	2,622.85
0907850	INFINITY GRAPHIX & DESIGNS	166.80
0920060	ITASCA COUNTY TREASURER	388.00
1621125	PUBLIC UTILITIES COMMISSION	1,729.44
1911545	SKOGLUND ELECTRIC LLC	315.00
2000522	TNT CONSTRUCTION GROUP, LLC	15,216.50

DATE: 11/21/2024  
 TIME: 15:05:45  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/25/2024

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
T001419	218 TREE SERVICE LLC	500.00
TOTAL PUBLIC WORKS		24,742.47
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	892.45
0315455	COLE HARDWARE INC	19.96
TOTAL FLEET MAINTENANCE		912.41
POLICE		
0221650	BURGGRAF'S ACE HARDWARE	195.88
0301685	CARQUEST AUTO PARTS	43.00
0712225	GLEN'S ARMY NAVY STORE INC	52.93
0920060	ITASCA COUNTY TREASURER	3,135.96
1105445	DR MICHAEL KELLER, PHD	1,300.00
1920233	STREICHER'S INC	1,492.82
1920555	STOKES PRINTING & OFFICE	11.99
TOTAL POLICE		6,232.58
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE	70.94
0718060	GRAND RAPIDS HERALD REVIEW	250.00
0920060	ITASCA COUNTY TREASURER	40.75
1920555	STOKES PRINTING & OFFICE	20.98
TOTAL RECREATION		382.67
CENTRAL SCHOOL		
0118100	VESTIS GROUP INC	67.93
0718010	CITY OF GRAND RAPIDS	7,500.00
TOTAL		7,567.93
AIRPORT		
0920060	ITASCA COUNTY TREASURER	119.63
TOTAL		119.63

DATE: 11/21/2024  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/25/2024

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
0205153	BECKER ARENA PRODUCTS INC	138.82
0601343	FAIR-PLAY SCOREBOARDS	127.05
0701650	GARTNER REFRIGERATION CO	1,897.45
1201730	LATVALA LUMBER COMPANY INC.	16.47
1415482	NORTHERN FIRE SUPPRESSION INC	2,496.26
1801615	RAPIDS WELDING SUPPLY INC	79.95
TOTAL GENERAL ADMINISTRATION		4,756.00
STATE HAZ-MAT RESPONSE TEAM		
0920060	ITASCA COUNTY TREASURER	35.18
TOTAL		35.18
CEMETERY		
0920060	ITASCA COUNTY TREASURER	44.19
TOTAL		44.19
DOMESTIC ANIMAL CONTROL FAC		
0718010	CITY OF GRAND RAPIDS	500.00
0920060	ITASCA COUNTY TREASURER	146.72
1401650	NARDINI FIRE EQUIPMENT CO INC	412.00
TOTAL		1,058.72
TIF 1-6 OLD HOSP HSING PAYGO		
0508450	EHLERS AND ASSOCIATES INC	285.00
TOTAL		285.00
GENERAL CAPITAL IMPRV PROJECTS		
ERP-JOINT/EQUIP CERTIFICATE		
1518125	ORACLE AMERICA INC	19,851.48
TOTAL ERP-JOINT/EQUIP CERTIFICATE		19,851.48

DATE: 11/21/2024  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/25/2024

VENDOR #	NAME	AMOUNT DUE
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-PUBLIC WORKS		
0215900	BOYER FORD TRUCKS INC.	11,124.73
0301685	CARQUEST AUTO PARTS	2,518.17
0907850	INFINITY GRAPHIX & DESIGNS	408.60
TOTAL CAPITAL OUTLAY-PUBLIC WORKS		14,051.50
CAPITAL OUTLAY-POLICE		
0112223	ALEX AIR APPARATUS 2 LLC	8,925.00
1920150	STATT LLC	975.00
TOTAL CAPITAL OUTLAY-POLICE		9,900.00
STORM WATER UTILITY		
0401804	DAVIS OIL INC	208.26
0907850	INFINITY GRAPHIX & DESIGNS	13.90
0920060	ITASCA COUNTY TREASURER	311.00
TOTAL		533.16
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$91,863.99
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	4,209.09
0205640	LEAGUE OF MN CITIES INS TRUST	1,741.11
0305530	CENTURYLINK QC	259.00
0315515	COMPUTERSHARE TRUST CO, NA	400.00
0405200	CITY OF DEER RIVER	1,605.97
0605191	FIDELITY SECURITY LIFE	99.64
0609270	FIELD TRAINING SOLUTIONS	95.00
0718015	GRAND RAPIDS CITY PAYROLL	599,474.17
0718070	GRAND RAPIDS STATE BANK	65.00
0801820	HAWK CONSTRUCTION INC	1,902.88
0900060	ICTV	1,226.31
0920059	ITASCA COUNTY SHERIFFS DEPT	1,483.08
1105225	CITY OF KEEWATIN	969.33
1118100	KRAUS-ANDERSON CONSTRUCTION CO	9,056.62
1201402	LAKE COUNTRY POWER	52.76
1215250	LOFFLER COMPANIES INC	626.13
1301145	MARCO TECHNOLOGIES, LLC	112.19
1301146	MARCO TECHNOLOGIES, LLC	326.37
1301220	JAMES T. MARTINETTO	65.66
1301250	ROBERT MATTEI	73.70
1305046	MEDIACOM LLC	176.90

DATE: 11/21/2024  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/25/2024

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1305065	MEDTOX LABORATORIES INC	79.14
1305725	METROPOLITAN LIFE INSURANCE CO	2,166.98
1309098	MINNESOTA MN IT SERVICES	460.71
1309199	MINNESOTA ENERGY RESOURCES	1,188.72
1309332	MN STATE RETIREMENT SYSTEM	4,671.00
1321750	MUTUAL OF OMAHA	474.58
1415479	NORTHERN DRUG SCREENING INC	60.00
1516220	OPERATING ENGINEERS LOCAL #49	125,762.00
1621125	PUBLIC UTILITIES COMMISSION	650,000.00
1621130	P.U.C.	43,607.46
1913344	HEATH SMITH	198.00
1921620	SUPERIOR USA BENEFITS CORP	195.00
2100265	U.S. BANK	1,050.00
2209665	VISA	3,520.51
2209705	VISIT GRAND RAPIDS INC	47,863.80
2301700	WM CORPORATE SERVICES, INC	3,128.44
2309538	ALLEN WINDT	34.00
T001118	EMMET STEMWEDEL	6.70
T001207	VICKI LORENZ	58.29
T001208	DAVID LORENZ	8.04
T001334	SHEILA BROGGER	13.40
T001337	KATHLEEN THEIS	2.01
T001438	PAMEY CASIO	4.02
T001508	SANDRA CLARK	6.70
T001509	ROBERT LINDAHL	5.36
T001510	ANGELA STORLIE	53.60
T001526	SONJA MERRILD	7.37
T001527	SCOTTY PUGLISI	26.13
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$1,508,672.87
TOTAL ALL DEPARTMENTS		\$1,600,536.86



CITY OF  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 25<sup>th</sup>, 2024

**AGENDA ITEM:** Consider approving airport temporary land lease template

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

For the new development area, a temporary land lease has been developed to allow prospective builders the chance to hold a site for a 12 month period of time while construction is being planned. At the end of the 12 month time frame, the site will be released.

The lease rate is \$0.25/sf.

This template will be utilized for all temporary land leases at the airport.

### REQUESTED COUNCIL ACTION:

Make a motion approving airport temporary land lease template, approve lease rate and authorize City Administrator and City Engineer to execute.

GRAND RAPIDS - ITASCA COUNTY

# AIRPORT

1500 SE 7th Avenue - Grand Rapids, MN 55744

## TEMPORARY LAND LEASE AGREEMENT

This land lease made on October 15<sup>th</sup>, 2024 between **XXXXXXXXX**, whose address is **XXXXX Blank Road, Grand Rapids, MN 55744** referred to as "LESSEE" and the City of Grand Rapids, referred to as "LESSOR".

WITNESSETH:

LESSOR, in consideration of the covenants and agreements hereinafter mentioned agrees to lease to LESSEE the following described property:

### North Development, Phase X, Site X

To have and to hold the same for a period of one (1) year commencing on October 15<sup>th</sup>, 2024 and terminating on October 14<sup>th</sup>, 2025 upon the following terms, conditions, covenants, and agreements, to-wit:

1. LESSEE shall pay rent at the rate of \$0.25 per square foot per year, for a total yearly amount for said lease of \$XXX.00. LESSEE shall pay the entire balance in one payment, due by October 31<sup>st</sup>, 2024

LESSEE agrees to pay LESSOR the rent set forth above and mail or deliver said payment to:

City of Grand Rapids  
C/O City of Grand Rapids Finance Department  
420 North Pokegama Avenue  
Grand Rapids, Minnesota 55744-2662

2. LESSOR hereby grants and gives the LESSEE, exclusive rights to **Site X, Phase X** of the North Development for the construction of a new hangar (see exhibit 1).
3. LESSEE will have one (1) year to begin construction of a **XX' x XX' hangar**. Once construction begins, this Lease shall be terminated, and a permanent Land Lease will be entered into by both parties. Remaining balance of temporary lease shall be refunded on a prorated monthly basis. Said building must in all ways comply with local, State and Federal laws.

- 4. LESSEE shall not store any property on the leased premises. Said lease solely covers the planning and construction period of a new hangar
- 5. It is further understood and agreed that this Lease and the privileges herein granted to the LESSEE, and all right, title and interest therein, and the power to execute the same are personal to the LESSEE and shall not, except as permitted herein with the consent of the LESSOR, be assigned or transferred or sublet or otherwise disposed of to any person, firm or corporation, directly or indirectly, by act of the LESSEE or by operation of law. LESSOR shall not unreasonably withhold such consent.
- 6. This Lease Agreement may be terminated by either the LESSEE or LESSOR without cause given one (1) calendar month notice in writing from one party to the other. Verbal termination notifications will not be accepted.

Upon termination of this lease, LESSEE shall vacate the premises. If LESSOR is required to take legal action to have LESSEE removed from the premises, LESSEE shall pay all costs incurred, including reasonable attorney fees related to said action. Lease termination by the LESSOR with cause is outlined in Paragraph #8. Should Lease Agreement be terminated by LESSOR, lease payment shall be refunded on a prorated monthly basis.

- 7. Should LESSEE fail to make payment by October 31<sup>st</sup>, 2024, said lease shall be terminated.
- 8. The contract entered into with the understanding that both parties are subject to all the requirements of Chapter 303, Laws of Minnesota, 1945, (M.S.A 360 and subsequent), and all amendments thereto, and that all provisions hereof inconsistent with the provisions of said law shall be revised in accordance with the demands of proper authorities when such demands are made.
- 9. LESSEE shall at LESSEE's expense carry liability insurance that names the City of Grand Rapids as an additional insured as necessary. The liability insurance shall be in the same amount as the maximum liability to which the Grand Rapids – Itasca County Airport is exposed pursuant to Minn. Stat. Sec. 466.04 and subsequent amendments thereto.

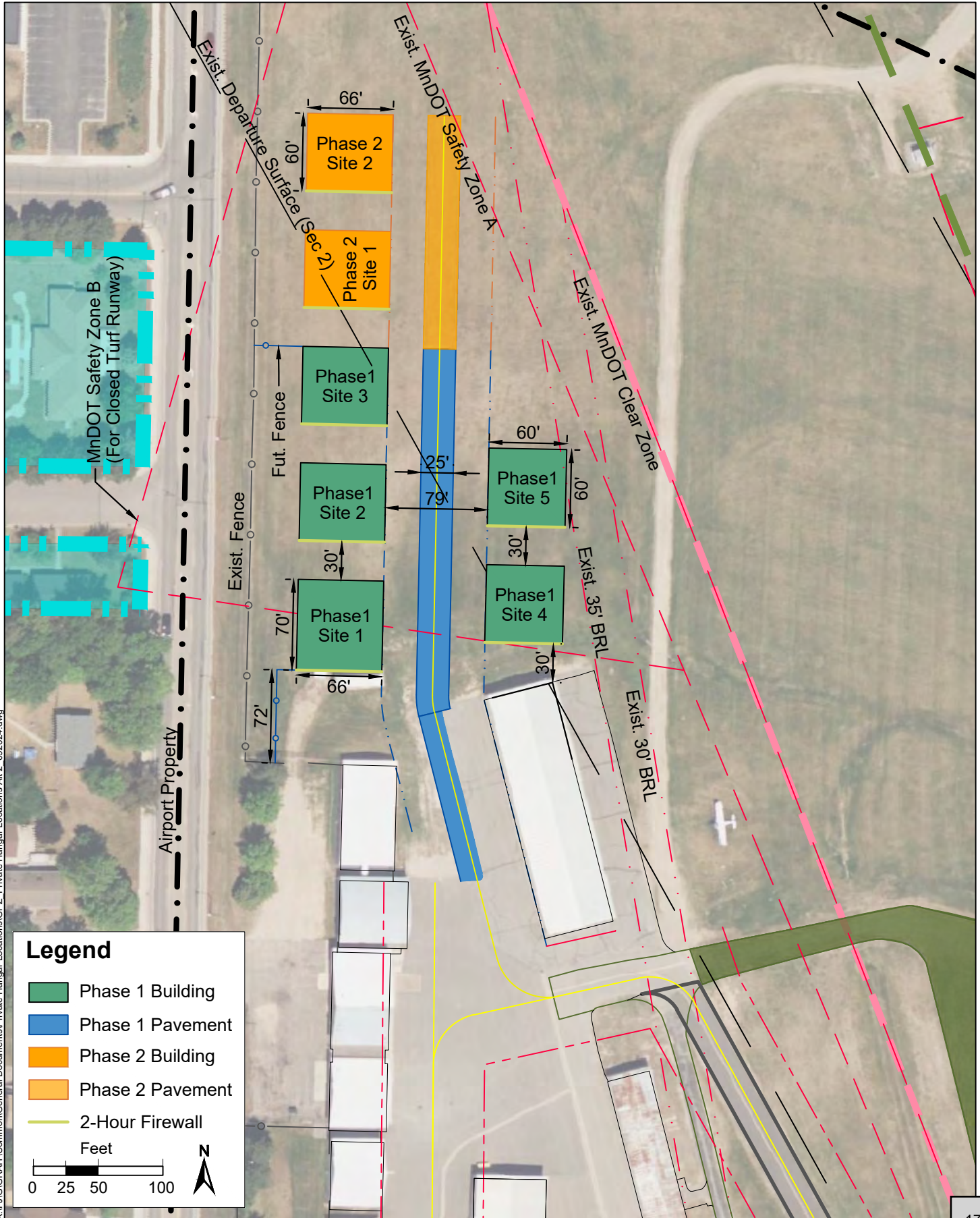
CITY OF GRAND RAPIDS

BY: \_\_\_\_\_  
CITY ADMINISTRATOR

BY: \_\_\_\_\_  
CITY ENGINEER

BY: \_\_\_\_\_  
NAME





X:\F:\GRAIT\Common\General Documents\Private Hangar Locations\GPZ - Private Hangar Locations Alt 2\_092024.dwg



CITY OF  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 25<sup>th</sup>, 2025

**AGENDA ITEM:** Consider approving lease agreement for new copier at Fire Department.

**PREPARED BY:** Erik Scott

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### BACKGROUND:

I have received a State Contract Proposal from Marco Technologies for a new photocopier for the Fire Department. Their current copier is at the end of a five-year lease and needs to be replaced. The lease and pricing proposal is from the State of Minnesota purchasing contract at a rate of \$68.01/month lease and pay per page with full maintenance coverage for the term of the 60-month lease.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the proposed lease and authorize the Mayor to sign the required documents.

Bill To Address:

420 N Pokegama Ave  
Grand Rapids, MN 55744-2658

Ship To Address:

104 SE 11<sup>th</sup> St  
Grand Rapids, MN 55744-3904

Customer Point of Contract:

ERIK SCOTT escott@ci.grand-rapids.mn.us Phone:2183267600

Remit Payment to: Canon Financial Services Inc  
14904 Collections Center Drive  
Chicago, IL 60693

\*\*This transaction shall be governed in all respects by the terms and conditions of contract # 189667 State of MN . Any terms and conditions which conflict with, vary from or supplement the contract terms shall be deemed null and void.

Equipment:

Item #	Description	MSRP	% Discount	State of Minnesota Contract Price	60 Month Payment
5846C003AA	imageRUNNER ADVANCE DX C359IF	\$5,555.00	52.00%	\$2,666.40	\$54.69
1409C002AA	Cassette Module-AE1	\$497.00	42.00%	\$288.26	\$5.91
9579B003AA	Cassette Feeding Unit-AJ1	\$623.00	42.00%	\$361.34	\$7.41
Total Monthly Payment					\$68.01

Lease Term: 60

Purchase Option: FMV

Monthly Rental Payment: 68.01

Maintenance Base Charge: BW .0073 / Color .049

Allowable Copies: BW 0 / Color 0

Overage Rate: . BW .0073 / Color .049

Tax Exempt: Yes or No

Customer Signature:

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Printed Name:

Title:

Date:

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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 25, 2024

**AGENDA ITEM:** Consider approving the Statement of Work (SOW) Agreement with CliftonLarsonAllen, LLP (CLA), dated October 25, 2024, for audit year ending December 31, 2024.

**PREPARED BY:** Barb Baird

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### **BACKGROUND:**

The City entered into a professional services contract with CLA on November 13, 2023. The auditing contract is for fiscal years 2024-2028.

The master service agreement (MSA) documents the terms, objectives, and the nature and limitations of service CLA will provide for the City of Grand Rapids. The terms of the MSA will apply initial and each subsequent statement of work (SOW), unless the MSA is changed in a communication that the city and CLA both sign or is terminated as permitted. The letter is attached for your review.

### **REQUESTED COUNCIL ACTION:**

Make a motion approving the Statement of Work (SOW) Agreement with CliftonLarsonAllen, LLP (CLA), dated October 25, 2024, for audit year ending December 31, 2024, and authorize the necessary signatures.



## Statement of Work - Audit Services

October 25, 2024

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated October 25, 2024, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Grand Rapids ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the year ended December 31, 2024.

Mary L Reedy is responsible for the performance of the audit engagement.

### **Scope of audit services**

We will audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Grand Rapids, and the related notes to the financial statements as of and for the yearended December 31, 2024.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

### **Nonaudit services**

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.
- Preparation of depreciation schedules, if necessary.
- Preparation of schedule of federal awards.

- Preparation of GASB 87/96 Tool, if necessary

### **Audit objectives**

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is

an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the Minnesota Legal Compliance Audit Guide for Political Subdivisions.

It is our understanding that our auditors' report will be included in your annual report which is comprised of the financial statements and that your annual report will be issued by April 28, 2025. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

### **Auditor responsibilities, procedures, and limitations**

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with



governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether

the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

### **Management responsibilities**

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of

fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the

schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also

responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

### **Responsibilities and limitations related to nonaudit services**

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

### **Use of financial statements**

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

### **Engagement administration and other matters**

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Minnesota Office of the State Auditor, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and

objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at [www.CLAconnect.com/Aboutus/](http://www.CLAconnect.com/Aboutus/).

**Fees**

Our professional fees are outlined in the table below:

Service	Fee
Financial Statement Audit	\$59,350
Single Audit, If Necessary	\$4,400

We will also bill for expenses including travel, internal and administrative charges, and a technology and client support fee of five (5%) of all professional fees billed, which is included in the fee noted above. Our fee is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher.

**Unexpected circumstances**

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

**Changes in accounting and audit standards**

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

**Predecessor auditor communications**

You agree to provide us permission to communicate with the predecessor auditor and to authorize the predecessor auditor to respond fully to our inquiries regarding any matters that will assist us in finalizing our engagement acceptance. You agree to authorize the predecessor to allow us to review their audit documentation, thereby providing us with information to assist us in planning and performing the engagement. You will be responsible for any fees billed by the predecessor auditor related to our review of

their workpapers and our inquiries. You further acknowledge that our final acceptance of the engagement is subject to the completion of those inquiries and evaluation of the responses.

**Agreement**

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

**CliftonLarsonAllen LLP**

**Response:**

This letter correctly sets forth the understanding of City of Grand Rapids.



**CLA**

**Client**

CLA

City of Grand Rapids

SIGN: Mary Reedy  
Mary Reedy, Principal

SIGN: \_\_\_\_\_  
Barb Baird

DATE: October 28, 2024

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

City of Grand Rapids

SIGN: \_\_\_\_\_  
Council Member

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 25, 2024

**AGENDA ITEM:** Consider adopting a resolution to authorize an operating transfer from the Capital Project Fund- Permanent Improvement Revolving Fund (PIR) to Special Revenue Fund-Electric Vehicle Charging Stations.

**PREPARED BY:** Barb Baird

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### BACKGROUND:

The City of Grand Rapids and Grand Rapids General Motors worked on a project to install electronic vehicle (EV) charging stations within Grand Rapids. General Motors has sponsored a Dealer Community Charging Program with the goal of making EV chargers more accessible in communities. The program is setup as follows:

- General Motors supplies the chargers
- Local GM Dealer (Grand Rapids GM) supplies the pedestals, cables and 5-yr warranty
- Site Host (City of Grand Rapids) installs the equipment and manages each site

Installation was completed late 2023 at 4 locations within our community that will allow residents and visitors easy access to the chargers. The sites are the IRA Civic Center, Central School, Chamber of Commerce and Grand Rapids Library.

The cost of the installation for the 4 locations was \$34,613. The City will be utilizing Permanent Improvement funds to cover the costs of the install.

### REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution to authorize an operating transfer from the Capital Project Fund- Permanent Improvement Revolving Fund (PIR) to Special Revenue Fund-Electric Vehicle Charging Stations fund in the amount of \$34,613.

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

RESOLUTION NO. 24-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND-PERMANENT IMPROVEMENT REVOLVING FUND (PIR) TO THE SPECIAL REVENUE FUND-ELECTRIC VEHICLE CHARGING STATIONS FUND IN THE AMOUNT OF \$34,613

WHEREAS, the City of Grand Rapids and Grand Rapids General Motors worked on a project to install electronic vehicle (EV) charging stations, and

WHEREAS, General Motors has sponsored a Dealer Community Charging Program with the goal of making EV chargers more accessible in communities, and

WHEREAS, the program is setup as follows: General Motor supplies the chargers, Local GM Dealer (Grand Rapids GM) supplies the pedestals, cables and 5-year warranty, Site Host (City of Grand Rapids) installs the equipment and manages each site, and

WHEREAS, the cost of installation for the 4 locations was \$34,613, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the Capital Project Fund- Permanent Improvement Revolving Fund (PIR) to Special Revenue Fund-Electric Vehicle Charging Stations in the amount of \$34,613.

Adopted this 25<sup>th</sup> day of November 2024.

\_\_\_\_\_  
Tasha Connelly, 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:** November 25, 2024

**AGENDA ITEM:** Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check

**PREPARED BY:** Laura Pfeifer

---

### BACKGROUND:

Accounts payable check #155934 issued to the Matthew O'Rourke on February 20, 2024 for \$192.70 is lost. Payee has completed the required Affidavit of Lost Check.

### REQUESTED COUNCIL ACTION:

Make a motion to void lost accounts payable check #155934, issue a new check and waive bond requirements for the check issued to Matthew O'Rourke in the amount of \$192.70.

AFFIDAVIT

STATE OF ) Minnesota  
 ) SS  
COUNTY OF ) Itasca

**Matthew O'Rourke**, being first duly sworn on oath, states that he/she resides at **932 N Pokegama Ave, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **155934**, issued to **Matthew O'Rourke**, drawn by **City of Grand Rapids** dated **February 20, 2024**, for the sum of **\$192.70**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

**Accounts Payable lost check**

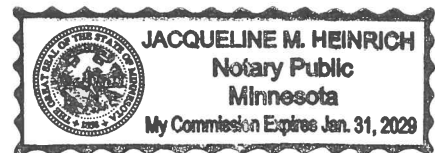
I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED 

Subscribed and sworn to before me

This 19<sup>th</sup> day of November, 2024

  
Notary Public





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 25, 2024

**AGENDA ITEM:** Consider the revised Personnel Dynamics Contract retroactive to November 12, 2024, and hiring Mary Corwin as a temporary Office Worker/Transcriptionist through Personnel Dynamics, retroactive to November 13, 2024.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

### BACKGROUND:

The City has utilized temporary employees hired through Personnel Dynamics to cover absences. The Grand Rapids Area Library's contract with Personnel Dynamics, has been renewed yearly; however, due to an oversight, the City's contract with Personnel Dynamics, has not been renewed since 2021.

After discussion with the Library and Personnel Dynamics, we are proposing a revised Personnel Dynamics, LLC, contract, that covers all departments within the City, including the Library, and provides consistency with the rate of pay for these temporary employees. Attached you will find the revised Personnel Dynamics, LLC, contract. We are requesting this contract be approved retroactive to November 12, 2024. A red-lined version of the Personnel Dynamics contract with the Grand Rapids Area Library is attached for your review.

We currently have an open Administrative Assistant position with the GRPD and would like to utilize a temporary employee, hired through Personnel Dynamics, to cover the vacancy. We are recommending utilizing Personnel Dynamics to hire Mary Corwin, to fill in as needed, at the Grand Rapids Police Department, as an office worker/transcriptionist, retroactive to November 13, 2024. Her rate of pay will be \$18.50 per hour.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the revised Personnel Dynamics contract, for temporary staffing needs, retroactive to November 12, 2024; and approve utilizing Personnel Dynamics to hire Mary Corwin, to fill in as needed, at the Grand Rapids Police Department, as an office worker/transcriptionist, retroactive to November 13, 2024, with a rate of pay of \$18.50 per hour.



This Staffing Agency Contract (the “Contract”) is effective as of November 12, 2024, by and between:

Staffing Agency: **Personnel Dynamics, LLC** (the “Agency”) a corporation located at 604 NW 1<sup>st</sup> Ave, Grand Rapids, MN 55744 and

Client: **City of Grand Rapids** (“Client”)

located at 420 N. Pokegama Ave, Grand Rapids, MN 55744.

WHEREAS, Agency provides temporary and/or permanent staffing services for various industries;

WHEREAS, Client is in need of such staffing services;

NOW, THEREFORE, the Parties agree as follows:

### **1. Rights, Duties, and Responsibilities.**

- a) Beginning on November 12, 2024, Agency shall recruit, screen, interview, hire, and assign its employees (“Staff”) to perform temporary and/or permanent employment in accordance with the terms and conditions set forth in this Contract.
- b) Client shall provide Agency with job descriptions, qualifications, and other relevant information for each position to be filled.
- c) Agency shall perform Minnesota Criminal background checks for all employees it selects for assignment to Client and will not assign unqualified personnel.
- d) Agency, as the common law employer of assigned Staff, will pay wages and provide benefits offered by Agency. Agency will withhold, and transmit payroll taxes; provide unemployment insurance, and workers’ compensation benefits.
- e) Agency will comply with all federal, state, and local labor and employment laws, including, but not limited to, the Affordable Care Act and provisions applicable to the assigned employees of a staffing agency relating to minimum essential coverage and full-time employees. Client is free from indemnification under ACA.
- f) Agency has the right to inspect the work site and address performance issues and to enforce Agency’s employment policies.
- g) Client will supervise Staff performing work and maintain control over business operations, products, services, and intellectual property.
- h) Client will provide Staff with a safe working environment and appropriate training and safety equipment necessary to avoid contact with hazardous substances or conditions.
- i) Client agrees not to change the Staff’s assigned job duties without Agency’s prior written consent.
- j) Client will exclude Staff from their benefit plans and avoid making offers or promises related to Staff’s compensation or benefits.
- k) Client will report any injuries to Agency in a timely manner. Also, Client must submit information regarding any termination (including layoffs and voluntary quit) to the Agency.

**2. Billing, Payment and Timecards.** For services provided, Client agrees to pay Agency the fees specified below for the services rendered under this Contract.

- a) For each temporary Staff assigned to Client, Agency agrees to charge:

Job Title: Fill-In Helper at Library	Wage: \$18.50 + 37% = Billing rate: \$25.35
Job Title: Office/Transcription	Wage: \$18.50 + 37% = Billing rate: \$25.35
Job Title: Public Works/Maintenance	Wage: \$18.50 + 37% = Billing rate: \$25.35

Additional positions may be added, as necessary, at the discretion of the Client, and will be discussed with the Staffing Agency prior to adding the position.

- b) If Client hires or engages any temporary Staff assigned by Staffing Agency as a direct employee or independent contractor within 90 days of the commencement of the Staff's assignment, Client agrees to pay Staffing Agency a buy-out fee:
- Direct Hire is equal to \$2000.00
  - Contract buy-out after 30 working days is equal to \$1700.00.
  - Contract buy-out at after 60 working days is equal to \$1200.00.
  - Contract buy-out any time after 90 working days is no additional fee.
- c) Client shall reimburse Agency for any pre-approved out-of-pocket expenses incurred by Agency in connection with this Contract.
- d) Staff must submit a weekly record of hours. This record must be approved by Staff and Client representative. The verified hours must be submitted to Agency no later than start of business each Tuesday in order to be paid and billed on time.
- e) As employees of Agency, Staff are not entitled to premium pay for overtime, holidays, or weekends unless Client authorizes, directs, or allows Staff to work during premium work time, in which case, the cost of premium pay will be passed on to Client.
- f) Client is responsible for notifying Agency of any MN Sick and Safe Time used in order to keep employee records accurate and will be responsible for any MN Sick and Safe Time hours used.
- g) Client is responsible for informing Agency of all Staff injuries immediately.
- h) If Client contacts a referral from us for a direct hire position within 1 year (365 days) of that referral, an invoice for the amount of Direct Hire above will be submitted for payment.

**3. Term and Termination.** This Contract shall commence on November 12, 2024 and continue until terminated by either Party upon 10 days' written notice. Either Party may terminate this Contract immediately upon written notice to the other Party if the other Party breaches the terms of this Contract and fails to cure such breach within 10 days of receiving written notice of the breach.

**4. Relationships of the Parties.** Agency is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Agency shall have no authority over Client. The Staff provided by Agency shall be deemed employees or contractors of Agency, and Agency shall be solely responsible for their supervision, direction, compensation, and any required benefits.

**5. Confidentiality.** Both Parties agree to keep confidential non-public information received from the other Party during the course of this Contract.



**6. Indemnification.** Each Party shall hold harmless the other Party from all claims, losses, damages, liabilities, costs, and expenses arising out of or relating to its breach of this Contract or any negligent or wrongful act or omission in connection with the performance of its obligations under this Contract.

**7. General Provisions.**

- a) This Contract contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.
- b) This Contract may be amended only in writing signed by both Parties.
- c) This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Contract without the prior written consent of the other Party.
- d) Any notices required or permitted to be given under this Contract shall be in writing and deemed given when personally delivered, to the Parties at their respective addresses set forth above or to such other address as a Party may designate by notice to the other Party.
- e) Any dispute arising from this Agreement shall be resolved through:
  - Court litigation. Disputes shall be resolved in the courts of the State of Minnesota.
  - If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.
  - Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
  - Mediation.
  - Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
- f) This Contract shall be governed by the laws of the State of Minnesota.
- g) If any provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
- h) The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver of such provision or any other provision, nor shall it affect the right of such Party thereafter to enforce such provision or any other provision.

IN WITNESS WHEREOF, the Parties have executed this Staffing Agency Contract as of the Effective Date.

Personnel Dynamics, LLC  
 Staffing Agency  
 Name

*Kyla Ward*  
 Staffing Agency Representative  
 Signature

Kyla Ward – Owner  
 Staffing Agency Representative  
 Name and Title

\_\_\_\_\_  
 Client  
 Name

\_\_\_\_\_  
 Client Representative  
 Signature

\_\_\_\_\_  
 Client Representative  
 Name and Title



This Staffing Agency Contract (the "Contract") is effective as of this ~~3rd day of January, 2024~~, by and between:

Staffing Agency: **Personnel Dynamics, LLC** (the "Agency") a corporation located at 604 NW 1st Ave, Grand Rapids, MN 55744 and

Client: ~~Grand Rapids Area Library~~ ("Client")

located at ~~140 NE 2nd Street~~, Grand Rapids, MN 55744 [Address].

WHEREAS, Agency provides temporary and/or permanent staffing services for various industries;

WHEREAS, Client is in need of such staffing services;

NOW, THEREFORE, the Parties agree as follows:

#### 1. Rights, Duties, and Responsibilities.

- a) Beginning on ~~January 3, 2024~~, Agency shall recruit, screen, interview, hire, and assign its employees ("Staff") to perform temporary and/or permanent employment in accordance with the terms and conditions set forth in this Contract.
- b) Client shall provide Agency with job descriptions, qualifications, and other relevant information for each position to be filled.
- c) Agency shall perform Minnesota Criminal background checks for all employees it selects for assignment to Client and will not assign unqualified personnel.
- d) Agency, as the common law employer of assigned Staff, will pay wages and provide benefits offered by Agency. Agency will withhold, and transmit payroll taxes; provide unemployment insurance, and workers' compensation benefits.
- e) Agency will comply with all federal, state, and local labor and employment laws, including, but not limited to, the Affordable Care Act and provisions applicable to the assigned employees of a staffing agency relating to minimum essential coverage and full-time employees. Client is free from indemnification under ACA.
- f) Agency has the right to inspect the work site and address performance issues and to enforce Agency's employment policies.
- g) Client will supervise Staff performing work and maintain control over business operations, products, services, and intellectual property.
- h) Client will provide Staff with a safe working environment and appropriate training and safety equipment necessary to avoid contact with hazardous substances or conditions.
- i) Client agrees not to change the Staff's assigned job duties without Agency's prior written consent.
- j) Client will exclude Staff from their benefit plans and avoid making offers or promises related to Staff's compensation or benefits.
- k) Client will report any injuries to Agency in a timely manner. Also, Client must submit information regarding any termination (including layoffs and voluntary quit) to the Agency.

**2. Billing, Payment and Timecards.** For services provided, Client agrees to pay Agency the fees specified below for the services rendered under this Contract.

- a) For each temporary Staff assigned to Client, Agency agrees to charge:

~~Job Title: Fill-in Helper Wage: \$17.00 + 37% = Billing rate: \$23.29~~  
 Job Title: Fill-In Helper at Library Wage: \$18.50 + 37% = Billing rate: \$25.35  
 Job Title: Office/Transcription Wage: \$18.50 + 37% = Billing rate: \$25.35  
 Job Title: Public Works/Maintenance Wage: \$18.50 + 37% = Billing rate: \$25.35

Additional positions may be added, as necessary, at the discretion of the Client, and will be discussed with the Staffing Agency prior to adding the position.

~~Client will be invoiced weekly. Payment is due upon receipt of the invoice. Unpaid balances 30 days or more from the date of the invoice shall accrue interest at a rate of 10%~~

- b) If Client hires or engages any temporary Staff assigned by Staffing Agency as a direct employee or independent contractor within 90 days of the commencement of the Staff's assignment, Client agrees to pay Staffing Agency a buy-out fee:
- Direct Hire is equal to \$2000.00
  - Contract buy-out after 30 working days is equal to \$1700.00.
  - Contract buy-out at after 60 working days is equal to \$1200.00.
  - Contract buy-out any time after 90 working days is no additional fee.
- c) Client shall reimburse Agency for any pre-approved out-of-pocket expenses incurred by Agency in connection with this Contract.
- d) Staff must submit a weekly record of hours. This record must be approved by Staff and Client representative. The verified hours must be submitted to Agency no later than start of business each Tuesday in order to be paid and billed on time.
- e) As employees of Agency, Staff are not entitled to premium pay for overtime, holidays, or weekends unless Client authorizes, directs, or allows Staff to work during premium work time, in which case, the cost of premium pay will be passed on to Client.
- f) Client is responsible for notifying Agency of any MN Sick and Safe Time used in order to keep employee records accurate and will be responsible for any Mn Sick and Safe Time hours used.
- g) Client is responsible for informing Agency of all Staff injuries immediately.
- h) If Client contacts a referral from us for a direct hire position within 1 year (365 days) of that referral, an invoice for the amount of Direct Hire above will be submitted for payment.

**3. Term and Termination.** This Contract shall commence on ~~January 3, 2024~~ and continue until terminated by either Party upon 10 days' written notice. Either Party may terminate this Contract immediately upon written notice to the other Party if the other Party breaches the terms of this Contract and fails to cure such breach within 10 days of receiving written notice of the breach.

**4. Relationships of the Parties.** Agency is an independent contractor and not an employee, agent, partner, or joint venturer of Client. Agency shall have no authority over Client. The Staff provided by Agency shall be deemed employees or contractors of Agency, and Agency shall be solely responsible for their supervision, direction, compensation, and any required benefits.

**5. Confidentiality.** Both Parties agree to keep confidential non-public information received from the other Party during the course of this Contract.

**6. Indemnification.** Each Party shall hold harmless the other Party from all claims, losses, damages, liabilities, costs, and expenses arising out of or relating to its breach of this Contract or any negligent or wrongful act or omission in connection with the performance of its obligations under this Contract.

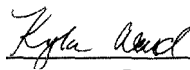
7. General Provisions.

- a) This Contract contains the entire understanding of the Parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, between the Parties.
- b) This Contract may be amended only in writing signed by both Parties.
- c) This Contract shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither Party may assign its rights or obligations under this Contract without the prior written consent of the other Party.
- d) Any notices required or permitted to be given under this Contract shall be in writing and deemed given when personally delivered, to the Parties at their respective addresses set forth above or to such other address as a Party may designate by notice to the other Party.
- e) Any dispute arising from this Agreement shall be resolved through:
  - Court litigation. Disputes shall be resolved in the courts of the State of Minnesota.
  - If either Party brings legal action to enforce its rights under this Agreement, the prevailing party will be entitled to recover from the other Party its expenses (including reasonable attorneys' fees and costs) incurred in connection with the action and any appeal.
  - Binding arbitration. Binding arbitration shall be conducted in accordance with the rules of the American Arbitration Association.
  - Mediation.
  - Mediation, then binding arbitration. If the dispute cannot be resolved through mediation, then the dispute will be resolved through binding arbitration conducted in accordance with the rules of the American Arbitration Association.
- f) This Contract shall be governed by the laws of the State of Minnesota.
- g) If any provision of this Contract is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
- h) The failure of either Party to enforce any provision of this Contract shall not be construed as a waiver of such provision or any other provision, nor shall it affect the right of such Party thereafter to enforce such provision or any other provision.

IN WITNESS WHEREOF, the Parties have executed this Staffing Agency Contract as of the Effective Date.

Personnel Dynamics, LLC

Staffing Agency  
Name



Staffing Agency Representative  
Signature

Kyla Ward - Owner

Staffing Agency Representative  
Name and Title

City of Grand Rapids

Client  
Name

  
Connelly (Jan 21, 2024 19:15 CST)

Client Representative  
Signature

Tasha Connelly, Mayor

Client Representative  
Name and Title



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 25, 2024

**AGENDA ITEM:** Consider appointing Laura Pfeifer as Interim Director of Finance, effective November 26, 2024.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

---

### BACKGROUND:

The Director of Finance position has been posted due to the recent resignation of Barbara Baird. Barb's last day working in the office is November 29, 2024. Her resignation date is January 3, 2025.

We are recommending that the Council consider appointing Laura Pfeifer as the Interim Director of Finance, effective November 26, 2024, with an hourly rate of pay of \$52.8514, until a suitable replacement for the Director of Finance position has been appointed by the City Council. The Interim Director of Finance will receive a 2025 wage increase that is consistent with other non-represented employees.

### REQUESTED COUNCIL ACTION:

Make a motion to appoint Laura Pfeifer as the Interim Director of Finance, effective November 26, 2024, with an hourly rate of pay of \$52.8514, until a suitable replacement for the Director of Finance position has been appointed by the City Council.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 25, 2024

**AGENDA ITEM:** Consider revising Flexible Time Off accrual table for Non-Represented Employees.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

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**BACKGROUND:**

In recent years, the City has made updates to our flexible time off (FTO) accrual table(s), as it relates to completed years of employment and anniversary dates. We are requesting your approval to update language in our employee handbook to assist with interpretation of the FTO Policy and align the FTO accrual rate for non-represented employees, with many of the represented employee groups.

The current language reads as indicated below.

*For all non-represented employees hired on or after July 1, 2014, and all represented employees hired after January 1, 2018, the following Flexible Time Off accrual will be as follows:*

<i>Completed Years of Employment</i>	<i>Days per year</i>	<i>Hours per year</i>	<i>Hours per 80 hour pay period</i>
<i>Hire date through 4<sup>th</sup> anniversary</i>	15	120	4.62
<i>After the 4<sup>th</sup> anniversary through the 9<sup>th</sup> anniversary</i>	20	160	6.15
<i>After the 9<sup>th</sup> anniversary through the 14<sup>th</sup> anniversary</i>	25	200	7.69
<i>After the 14<sup>th</sup> anniversary</i>	30	240	9.23

To match most existing represented employees, the proposed new language and Flexible Time Off accrual schedule for non-represented employees reads as indicated below. New language and items being updated are highlighted in yellow.

*For all non-represented employees hired on or after July 14, 2014, the following Flexible Time Off accrual will be as follows:*

Completed Years of Employment	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 1 <sup>st</sup> anniversary	15	120	4.62
After the 1 <sup>st</sup> anniversary through the 6 <sup>th</sup> anniversary	20	160	6.15
After the 6 <sup>th</sup> anniversary through the 10 <sup>th</sup> anniversary	25	200	7.69
After the 10 <sup>th</sup> anniversary	30	240	9.23

*This Flexible Time Off accrual schedule will be prospectively only. No employee shall be eligible for retroactive accrual of Flexible Time Off or other benefits except as provided herein. Current non-presented employees hired on or after July 14, 2014, will follow the “Completed Years of Employment” column listed above, that aligns with their current year of service on January 1, 2025.*

**REQUESTED COUNCIL ACTION:**

Make a motion to approve the above revision in the FTO accrual table for non-represented employees and revised language effective January 1, 2025.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 25, 2024

**AGENDA ITEM:** Consider authorizing the retirement and sale of surplus assets.

**PREPARED BY:** Cynthia Lyman

---

### **BACKGROUND:**

The Public Works Director/City Engineer Matt Wegwerth would like to retire and sell the attached list of surplus assets from the Public Works Department at auction. Please see the following attachment.

### **REQUESTED COUNCIL ACTION:**

Make a motion to authorize the retirement and sale of surplus assets to be sold at auction from the Public Works Department.



**11-25 2024 Auction Item List**

PW#	Fixed Asset #	Description	VIN/SERIAL#
255	701-70-1000	2006 CHEVROLET K3500 W/SERVICE BOX	1GBJK34U36E276508
259	101-70-4012	2008 FORD F350 PICKUP W/BOSS PLOW	1FTWF31548EB73023
	101-70-4013	BOSS PLOW ASSET #	
260	101-70-4019	2011 CHEVROLET 2500 CREW CAB 4X4	1GC1KVCG4BF252452
261	101-70-4020	2011 CHEVROLET 3500 W/BOSS PLOW	1GC3KZCG7BZ414332
	101-70-4021	BOSS PLOW ASSET #	



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 25, 2024

**AGENDA ITEM:** Consider approving Taxicab License for Iron Angel Taxi

**PREPARED BY:** Kimberly Gibeau

---

### **BACKGROUND:**

Roger Brigan, owner/operator of Iron Angel Taxi has submitted an application requesting a license to operate a taxicab business within the city limits of Grand Rapids. All documentation, fees and insurance have been received.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve taxicab license for Iron Angel Taxi, license to expire December 31, 2024.



Taxicab Company License APPLICATION

Fees: \$25.00 per vehicle per year

License Period: January 1 – December 31, 2024

Fee Received: \$ 25.00

Date Received: 11/19/2024

Instructions

This application must be filled out in full and signed by the applicant(s).

Please type or print clearly all information. Any false statement is sufficient cause for exclusion of the applicant from consideration of licensing. Read each question carefully and answer all that is asked. All applications are subject to City Council approval.

OWNERS: All applications must include:

- copy of vehicle(s) registration
• certificate of insurance for each vehicle
• approved vehicle inspection form for each vehicle
• applicable fees

OWNERS INFORMATION – Print or Type all information

Name of Applicant: Roger Brigam
Company Name: Iron Angel Taxi
Company Address: 1601 NW 4th St, Grand Rapids MN 55744
Telephone Number: 218-398-0346

If applicant is a corporation, give name and address of registered agent, Minnesota Tax ID Number, Federal Employer Identification Number:

MN Tax ID#: [Redacted] FEIN: [Redacted]

If applicant is a sole proprietor or partnership, give names, addresses and Social Security Number of owner/partners. (Attach sheet with additional owners/partners if necessary.)

Name: Roger Brigam
Address: [Redacted]
SSN: [Redacted]

**VEHICLE INFORMATION – Print or Type all information**

---

Make and Model of Vehicle: 2016 Dodge Charger SXT  
Color: White Year: 2016 License Plate #: DKP 096  
VIN Number: [REDACTED] Vehicle Capacity: 5

Address where this vehicle will be located when not on duty:



**VEHICLE INFORMATION – Print or Type all information**

---

Make and Model of Vehicle: \_\_\_\_\_  
Color: \_\_\_\_\_ Year: \_\_\_\_\_ License Plate #: \_\_\_\_\_  
VIN Number: \_\_\_\_\_ Vehicle Capacity: \_\_\_\_\_

Address where this vehicle will be located when not on duty:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VEHICLE INFORMATION – Print or Type all information**

---

Make and Model of Vehicle: \_\_\_\_\_  
Color: \_\_\_\_\_ Year: \_\_\_\_\_ License Plate #: \_\_\_\_\_  
VIN Number: \_\_\_\_\_ Vehicle Capacity: \_\_\_\_\_

Address where this vehicle will be located when not on duty:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**VEHICLE INFORMATION – Print or Type all information**

---

Make and Model of Vehicle: \_\_\_\_\_  
Color: \_\_\_\_\_ Year: \_\_\_\_\_ License Plate #: \_\_\_\_\_  
VIN Number: \_\_\_\_\_ Vehicle Capacity: \_\_\_\_\_

Address where this vehicle will be located when not on duty:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By my signature below, I hereby swear and affirm that:

- I agree that I will inform the City of Grand Rapids in writing within three (3) days of any change in, or addition to, the information set forth in this application.
- I am the owner/owners of the above named company; that the answers provide by me are statements of fact and are true to the best of my knowledge, information and belief.

Owner(s) Name (printed) Roger Brigant

Owner(s) Signature: 

Owner(s) Name (printed) \_\_\_\_\_

Owner(s) Signature: \_\_\_\_\_

Owner(s) Name (printed) \_\_\_\_\_

Owner(s) Signature: \_\_\_\_\_



CITY OF GRAND RAPIDS  
TAXICAB LICENSE APPLICATION

Business Phone Number 218-398-0346 Applicant's Home Phone Number [REDACTED]

1. I, Roger Brigon, as Owner  
*(Individual owners, Officer or Partner)*  
for and on behalf of Iron Angel Taxi  
*(Legal name and Trade Name, if any)*  
hereby apply for a Taxicab license to be located at 1601 NW 4<sup>th</sup> street Grand Rapids  
in the City of Grand Rapids, Minnesota, in accordance with the City Taxicab Chapter 14,  
Article III.
2. Applicant's date of birth [REDACTED].
3. Are all drivers or operators in possession of a current valid Minnesota Class C driver's license? Yes  No
4. Are all drivers and operators citizens of the United States and of legal age to own and operate a motor vehicle? Yes  No
5. Are taxicabs in good, safe operating condition and comply with all federal, state and local laws and regulations pertaining to the condition and operation of a motor vehicle to be operated on streets? Yes  No
6. Is each taxicab insured for not less than State Statute amount as listed in Minnesota Statute 466.04? (attached) Yes  No

I swear that the foregoing statements are true and correct to the best of my knowledge and that I agree to comply with all ordinances under which this license is granted.

Signed: *Roger Brigon*  
Company: Iron Angel taxi  
Date: 11-14-2024

See back for vehicle equipment and operating requirements that will be verified during vehicle inspection.

Construction Codes and Licensing Division  
Licensing and Certification Services  
443 Lafayette Road North  
PO Box 64217  
St. Paul, MN 55155



E-mail: [dli\\_license@state.mn.us](mailto:dli_license@state.mn.us)  
Website: [www.dli.mn.gov](http://www.dli.mn.gov)  
Phone: (651) 284-5034

## Certificate of Compliance Minnesota Workers' Compensation Law

This form must be completed by the business license applicant.

### Print in ink or type

Minnesota Statutes § 176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minn. Stat. chapter 176. If the required information is not provided or is falsely stated, it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number <i>218-398-0346</i>	Address
---	--	---------

Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Dqe and Jane Doe.)

*Fron Angel Taxi*

DBA ("doing business as" or "also known as" an assumed name), if applicable

Business address (must be physical street address, no P.O. boxes)	City	State	ZIP code
<i>1601 NW 4th St</i>	<i>Grand Rapids</i>	<i>MN</i>	<i>55744</i>
County	Email address		
<i>Itasca County</i>	<i>BrigankR2010@gmail.com</i>		

You must complete number 1 or 2 below.

Note: You must resubmit this form to the authority issuing your license if any of the information you have provided changes.

1.  I have a workers' compensation insurance policy.

Insurance company name (not the insurance agent)

Policy number	Effective date	Expiration date
---------------	----------------	-----------------

I am self-insured for workers' compensation. (Attach a copy of the authorization to self-insure from the Minnesota Department of Commerce.)

2. I am not required to have workers' compensation insurance because:

- I only use independent contractors and do not have employees. (See Minn. Stat. § 176.043 for trucking and messenger courier industries; Minn. Stat. § 181.723, subd. 4, for building construction; and Minnesota Rules chapter 5224 for other industries.)
- I do not use independent contractors and have no employees. (See Minn. Stat. § 176.011, subd. 9, for the definition of an employee.)
- I use independent contractors and I have employees who are not required to be covered by the workers' compensation law. (Explain below.)
- I only have employees who are not required to be covered by the workers' compensation law. (Explain below.) (See Minn. Stat. § 176.041 for a list of excluded employees.)

Explain why your employees are not required to be covered

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name *Roger Brigam*

Applicant signature (required) <i>Roger Brigam</i>	Title <i>Owner</i>	Date <i>11-18-24</i>
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If you have questions about completing this form or to request this form in Braille, large print or audio.



GEICO SECURE INSURANCE COMPANY

1-800-841-3000

One GEICO Center  
Macon, GA 31295-0001

NAIC  
[REDACTED]

Item 13.

Minnesota Insurance ID Card

Policy Number	Effective Date	Expiration Date
[REDACTED]	07/13/2024	01/13/2025

Insured Kelly Olson

[View All Active Drivers](#)

VIN	2C3CDXJG4GH294129	
Year	Make	Model
2016	DODGE	CHARGER





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 25, 2024

**AGENDA ITEM:** Consider approving temporary liquor licenses for MacRostie Art Center for 2025 First Friday events.

**PREPARED BY:** Kimberly Gibeau

---

### BACKGROUND:

MacRostie Art Center has submitted applications for 2025 First Friday events as listed below. All required documentation and fees have been submitted.

First Friday events – 2025

1. January 3, 2025
2. February 7, 2025
3. March 7, 2025
4. April 4, 2025
5. May 2, 2025
6. June 6, 2025

### REQUESTED COUNCIL ACTION:

Make a motion to approve temporary liquor licenses for MacRostie Art Center for First Friday events in 2025 as presented.

**AGREEMENT**

This Agreement is between the City of Grand Rapids (“City”) and MacRostie Art Center (“Center”) located at 405 NW 1<sup>st</sup> Avenue, in Grand Rapids, Minnesota.

WHEREAS, City wishes to utilize Center staff to assist in day to day work of the Arts and Cultural Commission for the City of Grand Rapids; and

WHEREAS, Center has the staffing to provide assistance;

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Scope of Work.

Center shall execute work tasks as directed by the City Administrator for work related to the Grand Rapids Arts and Culture Commission.

2. Term of Contract. This contract shall be in effect from date of approval until December 30, 2025.

3. Compensation. The Center shall be paid a rate of \$50/hour in calendar year 2024. Center shall invoice the City monthly or Yearly.

4. Insurance. City waives any insurance requirements for Center.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth below.

**City of Grand Rapids:**

**MacRostie Art Center:**

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

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

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

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 25, 2024

**AGENDA ITEM:** Consider approving temporary liquor licenses for MacRostie Art Center for 2025 First Friday events.

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Make a motion to approve temporary liquor licenses for MacRostie Art Center for First Friday events in 2025 as presented.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 25, 2024

**AGENDA ITEM:** Consider approving the tax and licensing for snowplow purchased from Boyer Ford Trucks.

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

The Public Works Department purchased a 2025 Western Star Snowplow Truck from Boyer Ford Trucks. The Minnesota sales tax and licensing fees were not included in the purchase price. The amount to complete the state licensing application is \$11,124.73 payable to Boyer Ford Trucks Inc and will be coming out of the PW capital account.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the payment of the Minnesota sales tax and licensing fees of \$11,124.73 to Boyer Ford Truck Inc for the 2025 Western Star Snowplow Truck.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 25, 2024

**AGENDA ITEM:** Consider adopting a resolution to authorize an operating transfer from the Capital Project Fund- Permanent Improvement Revolving Fund (PIR) to Capital Project Fund-2022 Infrastructure/ARPA fund.

**PREPARED BY:** Barb Baird

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### **BACKGROUND:**

In 2021 & 2022, the City received \$1,225,491 in State and Local Fiscal Recovery Funds (ARPA). When preparing a budget for these funds, several infrastructure projects were funded as well as the purchase of the Independent School District No. 318, Administration Building.

The deadline to spend the ARPA proceeds is December 31, 2024. All projects have been completed but has caused a small shortfall of funds for the purchase of property. The transfer from the Permanent Improvement Revolving Fund (PIR) will make all projects complete.

### **REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution to authorize an operating transfer from the Capital Project Fund- Permanent Improvement Revolving Fund (PIR) to Capital Project Fund-2022 Infrastructure/ARPA fund in the amount of \$12,821 and close Infrastructure/ARPA fund.

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

RESOLUTION NO. 24-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND-PERMANENT IMPROVEMENT REVOLVING FUND (PIR) TO THE CAPITAL PROJECT FUND-2022 INFRASTRUCTURE/ARPA FUND IN THE AMOUNT OF \$12,821 AND CLOSE INFRASTRUCTURE/ARPA FUND

WHEREAS, in 2021 & 2022, the City received \$1,225,491 in State and Local Fiscal Recovery Funds, and

WHEREAS, when preparing a budget for these funds several infrastructure projects were funded as well as the purchase of the Independent School District No. 318, Administration Building, and

WHEREAS, all projects have been completed but has caused a small shortfall of funds for the purchase of property. The transfer from the Permanent Improvement Revolving Fund (PIR) will make all projects complete, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the Capital Project Fund- Permanent Improvement Revolving Fund (PIR) to Capital Project Fund-2022 Infrastructure/ARPA fund in the amount of \$12,821 and close Infrastructure/ARPA fund.

Adopted this 25<sup>th</sup> day of November 2024.

\_\_\_\_\_  
Tasha Connelly, 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:** January 22, 2024

**AGENDA ITEM:** Consider adopting a resolution authorizing the operating transfer from the Capital Fund-Grand Rapids/Cohasset Industrial Park fund to Capital Fund-2024 Infrastructure fund.

**PREPARED BY:** Barb Baird

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**BACKGROUND:**

The City started the 2020 Industrial Park Infrastructure Improvement Project in 2021. The Grand Rapids & Cohasset Industrial Park Infrastructure (Project) extended City of Grand Rapids public water and sanitary sewer utilities to a 216-acre manufacturing site, originally operated as an oriented strand board (OSB) manufacturing plant until 2006. The site straddles the cities of Grand Rapids and Cohasset in Itasca County, Minnesota and has the ability to be divided into multiple development sites.

This project is now complete with all the vendors paid in full. Upon final 2024 expenditure review it was determined that the Public Utilities was over charged by \$141,701. Public Utilities would like to have this over payment credited to the CP2010-1 3<sup>rd</sup> Avenue NE Reconstruction Project that started in 2024 and will be completed in 2025.

**REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution authorizing the operating transfer from the Capital Fund-Grand Rapids/Cohasset Industrial Park fund to Capital Fund-2024 Infrastructure fund in the amount of \$141,701 and close Grand Rapids/Cohasset Industrial Park fund.

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

RESOLUTION NO. 24-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND-GRAND RAPIDS/COHASSET INDUSTRIAL PARK FUND TO THE CAPITAL PROJECT FUND-2024 INFRASTRUCTURE FUND IN THE AMOUNT OF \$141,701 AND CLOSE GRAND RAPIDS/COHASSET INDUSTRIAL PARK FUND

WHEREAS, in 2021, the City started the Grand Rapids/Cohasset Industrial Park Infrastructure Project. This project extended City of Grand Rapids public water and sanitary sewer utilities to a 216-acre manufacturing site, and

WHEREAS, the site straddles the cities of Grand Rapids and Cohasset in Itasca County, Minnesota and has the ability to be divided into multiple development sites, and

WHEREAS, this project has been completed and upon final 2024 expenditure review it was determined that the Public Utilities was over charged. Public Utilities would like to have this over payment credited to the CP2010-1, 3<sup>rd</sup> Avenue NE Reconstruction Project that started in 2024 and will be completed in 2025, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the Capital Project Fund-Grand Rapids/Cohasset Industrial Park fund to Capital Project Fund-2024 Infrastructure fund in the amount of \$141,701 and close Grand Rapids/Cohasset Industrial Park fund.

Adopted this 25<sup>th</sup> day of November 2024.

\_\_\_\_\_  
Tasha Connelly, 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:** November 25, 2024

**AGENDA ITEM:** Consider accepting the resignation from Debra Moebakken from her position as Library Public Services Clerk and authorize Human Resources to begin the process of posting internally, advertising and hiring for the open position of Library Public Services Clerk.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

### BACKGROUND:

Debra Moebakken has submitted a notice of resignation from her position as Library Public Services Clerk with the Grand Rapids Area Library, with an effective last day of employment of March 28, 2025.

Deb started as a regular employee at the library circulation desk in 2016. Previously, she filled in on an on-call basis. Deb is an organized, efficient, and conscientious worker who uses her many years of bookstore and library experience to help area residents solve a problem or find their next read. In Deb's resignation letter, she stated that she has thoroughly enjoyed working for the library and even hinted that she would be interested in temping again. The City of Grand Rapids appreciates Deb's contribution to outstanding customer service at the library. She will be missed.

Because of this resignation, we have an open Library Public Services Clerk position. We are requesting authorization for Human Resources to begin the process of posting internally, advertising, interviewing, and hiring for the open position of Library Public Services Clerk. This position works four (4) to five (5) days per week and is currently budgeted for 28 hours per week.

### REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation from Debra Moebakken from her position as Library Public Services Clerk with the Grand Rapids Area Library, with an effective last day of employment of March 28, 2025, and authorize Human Resources to begin the process of posting internally, advertising, interviewing, and hiring for the open position of Library Public Services Clerk at the Grand Rapids Area Library.

**From:** [Will Richter](#)  
**To:** [Chery Pierzina](#)  
**Subject:** FW: letter of resignation  
**Date:** Tuesday, November 19, 2024 1:45:42 PM

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## Will Richter | Director of Library Services

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**Grand Rapids Area Library**  
wrichter@grandrapidsmn.gov  
[cityofgrandrapidsmn.com](#)  
Office: 218-326-7643 • Fax: 218-326-7644

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140 NE 2nd Street • Grand Rapids • MN • 55744-2662

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**From:** Deb Moebakken <dmoebakken@grandrapidsmn.gov>  
**Sent:** Tuesday, November 19, 2024 1:36 PM  
**To:** Will Richter <wrichter@grandrapidsmn.gov>  
**Subject:** letter of resignation

As per your request this is my official letter of resignation to take effect March, 28 2025. I have thoroughly enjoyed working here, from my tenure as a temp to the present day. Speaking of temping I would definitely be interested in temping again.

Sincerely,

## Deb Moebakken | Library Public Services Clerk

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**Grand Rapids Area Library**  
dmoebakken@grandrapidsmn.gov  
[cityofgrandrapidsmn.com](#)  
Office: 218-327-8824 • Fax: 218-326-7644

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140 NE 2nd Street • Grand Rapids • MN • 55744-2662



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 25, 2024

**AGENDA ITEM:** Consider approval of a Building Permit Agreement

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

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### BACKGROUND:

The Commercial Energy Code within the Minnesota State Building Code was amended by the State in 2023 and became effective on January 5 of this year. Those changes would significantly increase the construction cost of the redevelopment of the former Ainsworth OSB plant by HWY 35.

However, because the design of the HWY 35 project was substantially in progress before January 5<sup>th</sup>, the City Building Official, with guidance from the Department of Labor and Industry Construction Codes Division, was able to apply the previous Energy Code requirements in the review and approval of their building permit application.

Recently HWY 35 has decided to re-bid the project utilizing a different general contractor.

The attached Building Permit Agreement provides HWY 35 the opportunity to preserve the projects status under the previous Energy Code by the City issuing the permit prior to 12/31/24 while also allowing HWY 35 the ability to re-bid the work to hopefully obtain better construction pricing and thus a corresponding lower cost to the building permit fee.

The City will re-approve the permit with Hwy 35, LLC as the applicant rather than the previous general contractor. This re-approved permit will be for the same work valuation of \$91,248,404, and accordingly the fee will be identical also.

HWY 35 will pay for the permit so it will be “issued”, per 1300.016., Subp 7, prior to the end of this year. This permit issuance will sustain the applicant’s design and construction under the pre-January 5, 2024 Commercial Energy Code.

The City will hold the permit fee in “escrow” at the City, less the State Surcharge portion, for a period of up to year end of 2026 or when the entirety of the work under the issued permit is re-bid, whichever occurs first.

The City will confirm the value/amount of the re-bid work by receiving sworn construction statement(s) from the new general contractor.

When all of the work has been re-bid and the new valuation of the work is determined, the City will re-calculate the cost of the Plan Check Fee and Permit Fee portion of the Building Permit Total Fee based upon the new valuation and refund to Hwy 35 LLC any remaining funds, or in the case that the project cost increases, pay the additional cost to the City.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve a Building Permit Agreement

## **BUILDING PERMIT AGREEMENT**

THIS BUILDING PERMIT AGREEMENT, is made and entered into this \_\_\_\_ day of November, 2024, is by and between the City of Grand Rapids, a Minnesota municipal corporation (the “City”) and HWY35, LLC, a Minnesota limited liability company (the “Owner”) of real property located at 502 County Road 63, Grand Rapids, MN (the “Property”).

### **RECITALS**

- A. The Owner currently owns the Property and is redeveloping the buildings on the Property into a cannabis cultivation and manufacturing facility (the “Project”).
- B. On May 30, 2024, Kraus-Anderson, the Owner’s contractor applied for a building permit from the City for the Project (the “Building Permit”). The Building Permit was approved by the City’s Building Official but has not been paid for, so it has not been issued by the City.
- C. At this time, the Owner has decided to not use Kraus-Anderson as its general contractor and will be using other general contractors to perform the work.
- D. The Owner would like to pay for the Building Permit so that the City may issue it to the Owner even though the Project is being re-bid by the Owner with the new contractor and could potentially have a new valuation.
- E. Issuance of the Building Permit will sustain the Owner’s design and construction of the Project under the pre-January 5, 2024 Commercial Energy Code. This is because the design of the Project began before January 5, 2024.
- E. In order for the Building Permit to be considered to be “issued” pursuant to Minnesota Rules Part 1300.016, subpart 7, the Owner must pay for the Building Permit.
- F. Because the Project is being re-bid by the Owner, it is unable to confirm the valuation of the Project at this time, which is what the Building Permit fee is based upon.
- G. The Owner has requested and the City has agreed to escrow the Building Permit fee until December 31, 2026 or when the entirety of the Project under the issued Building Permit is re-bid, whichever comes first. At that time, the difference in the Building Permit fee can be refunded by the City to the Owner or paid by the Owner to the City.

### **AGREEMENT**

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

**ARTICLE ONE  
REPRESENTATIONS AND WARRANTIES**

- 1.01. The City makes the following representations as the basis for the undertakings on its part contained herein:
- A. The City is a municipal corporation under the laws of Minnesota.
  - B. The City has the right, power, and authority to execute, deliver, and perform its obligations under this Building Permit Agreement.
- 1.02. The Owner makes the following representations as the basis for the undertakings on its part contained herein:
- A. The Owner is the owner of the Property.
  - B. The Owner has the right, power, and authority to execute, deliver, and perform its obligations under this Building Permit Agreement. The Owner assures the City that the individual who executes this Building Permit Agreement on behalf of the Owner is duly authorized to sign on behalf of the Owner and to bind the Owner thereto.
- 1.03. The Recitals set forth in the preamble to this Building Permit Agreement are incorporated into this Building Permit Agreement as if fully set forth herein.

**ARTICLE TWO  
ADDITIONAL PROVISIONS**

- 2.01. Consistent with the terms of this Building Permit Agreement, the City will issue the Building Permit to the Owner to allow the Owner to construct the Project on the Property. The Owner is responsible for and shall pay at the time of issuance of the Building Permit to the Owner, all applicable permit fees necessary for the Building Permit, which are in the amount of \$488,692.79 (the "Permit Fees").
- 2.02. The City will escrow the Permit Fees, less the State Surcharge portion (\$5,812.42) and will hold the Permit Fees either: a) until December 31, 2026; or b) when the Project is re-bid by the Owner, whichever comes first.
- 2.03. When the Project is re-bid by the Owner, the Owner shall submit sworn construction statements from its new contractor to the City for review in order to determine the value of the Project. The City will then re-calculate the plan check fee and the permit fee portion of the Building Permit fee based upon the new valuation of the Project. The City will refund to the Owner any amounts that exceed the Permit Fee within 30 days of the date of submittal of the sworn construction statements encompassing all of the area covered by the Building Permit. The Owner agrees to pay the City any difference in the amount of the original Permit Fees and the recalculated amount of the Permit Fees. The Owner agrees to pay the City this amount within 30 days of the receiving an invoice from the City for this amount.
- 2.04. Should the Owner not submit its sworn construction statements by December 31, 2026, the City may keep the Permit Fees in their entirety for the Project with no refund being due to the Owner.

2.05 The Owner may elect to do the work covered by the Building Permit by phase as shown in applicable reviewed permit drawings. The City will apply the cost of each phase to the escrowed amount of the Permit Fees based on a prorated square footage calculation of the area of each phase divided by the total square footage for all of the buildings included in the original Building Permit application. The City will adjust the Permit Fees to reflect the actual cost of each phase. If the escrowed Permit Fees become depleted, the Owner is responsible for paying any additional fees.

**ARTICLE THREE  
GENERAL PROVISIONS**

3.01. This Building Permit Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Building Permit Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Building Permit Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

3.02. This Building Permit Agreement will automatically terminate when one of the following events occurs:

- A. The parties mutually agree in writing to terminate it; or
- B. The City refunds the excess Permit Fees to the Owner or the Owner pays the City any difference in the amount of the original Permit Fee; or
- C. December 31, 2026.

3.03. This Building Permit Agreement constitutes the entire agreement among the parties as to the reissuance of the Building Permit and supersedes and replaces any previous verbal or written agreements among or between the parties pertaining to the reissuance of the Building Permit to the Owner for the Project.

3.04. Except as otherwise expressly provided in this Building Permit Agreement, a notice, demand, or other communication under this Building Permit Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

As to the City: City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744-2662  
Attention: City Administrator

As to the Owner: HWY35, LLC  
6910 N Holmes St, Ste 380  
Gladstone, MO 64118

3.05. The provisions of this Building Permit Agreement shall be binding upon the Owner and the Owner's assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Owner of its liability for full performance of this Building Permit Agreement unless the City expressly so releases the Owner in writing.

- 3.06. Any amendment to this Building Permit Agreement must be in writing and signed by all parties.
- 3.07. The Owner may not assign any of its rights or obligations under this Building Permit Agreement without the prior written consent of the City.
- 3.08. Notwithstanding anything to the contrary in this Building Permit Agreement, the City, its officials, agents, and employees shall not be liable or responsible in any manner to the Owner, the Owner's successors or assigns, the Owner's contractors or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Building Permit Agreement or the performance of this Building Permit Agreement. The Owner and its successors or assigns, agree to protect, defend and save the City, and its officials, agents, and employees, harmless from all such claims, demands, lawsuits, damages, causes of action, liability, loss, cost or expense, and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative, or professional assistance. Nothing in this Building Permit Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466 or otherwise. This Section shall survive termination of this Building Permit Agreement and shall be binding on the Owner regardless of the enforceability of any other provision of this Building Permit Agreement.
- 3.09. The Owner, for itself, its agents, employees, former employees, insurers, officers, representatives, successors, and assigns, hereby releases and forever discharges the City, and its officials, agents, employees, and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, City consideration, execution and performance of this Building Permit Agreement between the parties.
- 3.10. The Owner warrants that all activities and performance related to this Building Permit Agreement shall be in compliance with existing federal, State and City laws, ordinances, pertinent regulations, standards, and specifications of the City.
- 3.11. Miscellaneous Provisions:
- A. Wherever possible, each provision of this Building Permit Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Building Permit Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Building Permit Agreement or any other related document.
- B. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Building Permit Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that



such covenant, agreement, term, or condition may be waived again. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Building Permit Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Building Permit Agreement shall not be a waiver or release.

- C. Each right, power, or remedy herein conferred upon the City is cumulative and in addition to every other right, power, or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so exciting may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.
  - D. This Building Permit Agreement constitutes the complete and exclusive statement of all mutual understandings between the parties with respect to this Building Permit Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, pertaining to the subject matter of this Building Permit Agreement.
  - E. No officer, agent, or employee of the City shall be personally liable to the Owner, or any successors in interest, in the event of any default or breach by the City on any obligation or term of this Building Permit Agreement.
  - F. Data provided to the Owner or received from the Owner under this Building Permit Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.
- 2.22. Upon completion of all of the obligations contained in this Building Permit Agreement, absent any default of the Owner, this Building Permit Agreement (other than as stated to the contrary in the Building Permit Agreement) shall be terminated.

IN WITNESS WHEREOF, the undersigned have executed this Building Permit Agreement as of the date written above.

CITY OF GRAND RAPIDS

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

Its: Mayor

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

Its: City Administrator

HWY35, LLC

DocuSigned by:

By: Jack Mitchell

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Its: Authorized Manager  
\_\_\_\_\_



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** November 26, 2024

**AGENDA ITEM:** Consider appointing a Council member to serve as representative on the Range Association of Municipalities & Schools (RAMS) Board

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

Each year, the City Council appoints a Councilmember to serve as representative to the RAMS Board. The RAMS Board is asking that the City Council submit their nomination by December 9, 2024.

Councilor Dale Adams has been serving in this capacity for a two-year term and with his term expiring and service as a City Council member coming to an end, staff are requesting the Council to appoint a member now and forward the nomination on to RAMS.

### REQUESTED COUNCIL ACTION:

Make a motion to appoint a Councilmember to serve as representative to the Range Association of Municipalities and Schools and forward nomination to the RAMS Board.



DATE: November 4, 2024  
 TO: RAMS MEMBERS  
 RE: NOTICE OF NOMINATIONS FOR RAMS BOARD OF DIRECTORS

As the year ends, it is time for our member units to act on filling the following vacancies on the RAMS Board of Directors. If your community or township has not had a seat on the RAMS Board, now is your opportunity to nominate someone from your board.

**Nominated by Townships, Cities or School Districts:**

- Eleven (11) vacancies (2-year term – 1/1/2025-12/31/2026)

**Nominated by Superintendents Association:**

- One (1) vacancy (2-year term – 1/1/2025-12/31/26)

Attached is a list of the twelve current board members whose term of office on the RAMS Board of Directors expires at the end of 2024. Each member unit (City, Township, School District) has the right to submit one nominee to be placed on the ballot, which will be voted on **in-person at the Annual Meeting**. Nominees must hold a current, valid election certificate at the time of their nomination. You may decide to nominate the same person whose term has expired, if they still hold an elected seat with your local government unit, or someone else from your elected officials. You may decide not to nominate anyone – the choice is yours. **PLEASE MAKE CERTAIN THIS ITEM IS PLACED ON YOUR BOARD AGENDA early enough to submit the nomination by the December 9th, 2024, deadline. Nominations received by this date will be placed on the official ballot. \*Nominees will then be sent a short optional questionnaire to introduce themselves and to answer the question “What does the RAMS motto: ‘One Range One Voice!’ mean to me?” Submissions received will be sent to Membership ahead of the Annual Meeting. Please limit your response to 250 words.**

**PLEASE RETURN THE OFFICIAL NOMINATION FORM BY DECEMBER 9th, 2024, in one of the following ways:**

Email: [paul@ramsmn.org](mailto:paul@ramsmn.org)

Mail: RAMS, 5525 Emerald Avenue, Mt. Iron, MN 55768

If you have any questions, please do not hesitate to contact either myself at 218-748-7651, or Kristen (RAMS Office Administrative Assistant) by email at [rams@ramsmn.org](mailto:rams@ramsmn.org).

Thanks for your immediate attention to this matter.

Sincerely,

Paul Peltier  
 RAMS Executive Director

**Range Association of Municipalities and Schools Board Members  
(Term Expiring 12/31/2024)**

<b>Adams, Dale</b>	City Council	City of Grand Rapids
<b>Anderson, Glenn</b>	City Council	City of Babbitt
<b>Fisher, Jim</b>	Township Supervisor	McDavitt Township
<b>Hoff, Shane</b>	City Council	City of Silver Bay
<b>Kvas, Lisa</b>	School Board	ISD 712, Mt Iron/Buhl
<b>LaFrenier, Pamela</b>	School Board	ISD 2711, Mesabi East
<b>Medure, Pat</b>	School Board	ISD 318, Grand Rapids
<b>Mikkola-Raja, Cheyenne</b>	City Council	City of Chisholm
<b>Pittman, Ron</b>	Township Supervisor	Cherry Township
<b>Saari, Cal</b>	City Council	City of Nashwauk
<b>Villebrun, Dr. Rae</b>	School Board (Supt Assn)	ISD 319 Nashwauk/Keewatin
<b>Weikum, Jim</b>	City Council	City of Biwabik

# NOMINATION FORM RAMS BOARD OF DIRECTORS JANUARY 2025-DECEMBER 2026

As a current dues paying member of RAMS, we officially nominate the following elected official (Council Member, Township Supervisor, School Board Director):

Name
Elected Title

for the following term:

**TWO YEAR TERM (TOWNSHIPS, CITIES, SCHOOL BOARD)**  
JANUARY 1, 2025-DECEMBER 31, 2026 (11 vacancies)

Submitted by:

\_\_\_\_\_ Title

\_\_\_\_\_ Date

\_\_\_\_\_ Entity

**NOMINATIONS MUST BE SUBMITTED BY DECEMBER 9th, 2024, IN ORDER TO BE INCLUDED ON THE OFFICIAL BALLOT. The election will be held at the Annual Meeting, December 19th, 2024.**

EMAIL: [paul@ramsmn.org](mailto:paul@ramsmn.org) MAIL: RAMS, 5525 Emerald Ave., Mt Iron, MN 55768