



CITY COUNCIL MEETING AGENDA

Monday, June 23, 2025 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, June 23, 2025 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve minutes for Monday, June 2, 2025 Joint meeting of the City Council and PUC and Monday, June 9, 2025 Regular meeting.

VERIFIED CLAIMS:

2. Approve the verified claims for the period June 3, 2025 to June 16, 2025 in the total amount of \$1,001,529.97.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

- 3. Acknowledge minutes for:
 - ~ May 14, 2025 Library Board meeting
 - ~ May 20, 2025 Golf Board meeting

CONSENT AGENDA:

- 4. Consider adopting a resolution renewing a Limited Use Permit between the City of Grand Rapids and the Commissioner of Transportation, State of Minnesota for the Mesabi Connection Trail.
- <u>5.</u> Consider approving a Joint Powers Agreement for a Hazmat Materials Response Team with State of Minnesota.
- 6. Consider entering into a Memorandum of Understanding with the North Country Trail Association establishing the City of Grand Rapids as a 'Trail Town'.

- Consider approving amendment 1 with SEH for the Taxiway A (North) Reconstruction Phase
 Design Project
- <u>8.</u> Consider approving seasonal golf contractors

SET REGULAR AGENDA:

ADMINISTRATION:

- 9. Consider adopting film production application process in City limits.
- 10. Consider accepting the retirement of Tom Foss, Firefighter.

CIVIC CENTER & PARKS:

11. Consider hiring John Connelly to write a Minnesota DNR Outdoor Recreation Regional Grant for improvements at Blandin Beach.

COMMUNITY DEVELOPMENT:

12. Consider adopting a resolution supporting a proposal by the Itasca County HRA for the Waters Edge Housing Project

POLICE:

13. Consider adopting a resolution to accept a \$250 donation from the Reif Arts Council, for the Grand Rapids Police Reserve Unit, for volunteer services at a recent music concert.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR JULY 14, 2025, 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





JOINT CITY COUNCIL/PUC MEETING MINUTES

Monday, June 02, 2025 4:00 PM

Mayor Connelly called the meeting to order at 4:00 PM.

PRESENT: Mayor Tasha Connelly, Councilor Molly MacGregor, Councilor Tom Sutherland, Councilor Rick Blake, Councilor Dan Mertes

PUC PRESENT: Commissioners Tom Stanley, Luke Francisco and Rick Blake. Absent: Commissioners Nancy Saxhaug and Rick Smith.

Staff Present: Tom Pagel, Kimberly Gibeau, Carl Babich, Jean Lane, Julie Kennedy, Mike LeClaire, Steve Mattson and Chad Troumbly

BUSINESS:

1. PILOT Agreement Update

Initial background on an agreement that was made when Mr. Ward was the general manager, during a time of annexation and the acquisition of utility systems from Lake Country Power. At that time, the council agreed to waive the taxes on those areas until the acquisition costs were paid off. Although that agreement was made about 10-15 years ago, with staff turnover, it's important to review and remind everyone of the status of those acquisitions and whether the resolution is still relevant.

Discussion focused on the PILOT payments (Payments in Lieu of Taxes) associated with the acquired utility service areas. The PILOT payment is calculated at 5 mills per kilowatt-hour of retail sales with a minimum payment of \$868,000. Even if the calculated payment falls below this minimum, the utility still pays the minimum amount.

Currently, none of the annexed areas have been excluded from kilowatt-hour sales because the utility hasn't needed to use that exclusion to meet the minimum payment. To reach the threshold where the formula-based payment would exceed the minimum, retail sales would need to increase by about 11%.

The discussion also addressed how different annexed systems were paid off. Some annexed areas had payments stretched over time, while others were small enough that it was more efficient to pay them off in a lump sum.

For example, in some annex areas, payments are ongoing, but it represents less than 1% of total revenue. Two annexed areas have been fully paid off, including one that was completed last year.

Looking ahead, development along Highway 35 (e.g. the former Ainsworth site) was discussed, including potential energy demands (projected at up to 17 megawatts). The load factor (how consistently energy is used) will play a key role in determining if sales in those areas would push payments above the minimum threshold. However, even at projected maximum usage, it's unlikely the utility will exceed the minimum payment unless significant ancillary businesses are also developed.

UPDATES:

- 2. ~ Franchise Fee Billing
 - ~ MMUA Legislative Workshop
 - ~ Proposed MP Acquisition

ERP:

Discussed the Enterprise Resource Planning (ERP) system upgrades the city and utilities have been working on for over two years—these upgrades are essential to modernizing finance and utility billing systems, which haven't been updated in over 10 years. Unfortunately, the vendor recently experienced staffing and resource disruptions, which forced them to revise the project timeline, pushing the goal update to the first week of September. Because of this, the utilities division decided to delay their own NetSuites for Government implementation—originally planned for July—so that it would align with the city's timeline (to avoid having different systems at different stages). This ensures that all billing systems switch over simultaneously. It is emphasized that while their utility timeline has shifted to the end of August, they want to make sure it does not impact the City's overall project timeline, since the two are closely linked.

Franchise Fees:

GM Kennedy explained how the billing cycles are structured for utility billing:

Commercial and industrial customers are billed on a monthly basis, but the bill reflects usage from the entire previous month. This is because they need to capture the 15-minute peak period for demand charges for that month.

Residential customers are billed in cycles of three to four weeks, and those cycles are staggered across different weeks.

We don't have to wait until October to begin billing residential usage from August, since the billing can start as soon as the cycle closes. For example:

Cycle 2 starts September 18th, covering usage from mid-August through September 11th.

Cycle 3 follows, and so on, with Cycle 4 starting on October 2nd.

Then, the full month of September usage will be billed on October 9th.

Also noted that revenue from these bills is recognized on a quarterly basis, so the revenue for August usage (billed in September and October) will show up in the city's financials for October, November, and December—covering usage that started as early as July.

Legionnaires Disease Update:

This is based on information from the Department of Health, showing we've had 34 total cases

since the start, with no new infections recently. Required to remain case-free for 12 months before being removed from the outbreak list, and we're on track for that. All Department of Health guidelines have been followed. GRPU chose to respond proactively, investing \$500,000 to \$600,000 of funds to address the issue responsibly. This decision aligned with our values and our commitment to public health.

Water treatment—including chlorination—remains a critical topic. Additional measures have been implemented, like system flushing, monitoring, and public education. Questions arose about whether we need permanent chlorination, or if periodic treatments suffice. Based on Department of Health guidance, thorough system flushing and consistent monitoring are essential to preventing Legionella buildup.

Update on Status of MOUs:

Updates related to the annual Memorandum of Understanding (MOU) for collaborative services between the city and its partners. Two key items were mentioned:

Termination of IT Services – This has recently been completed and will be updated in the MOU.

Shared Facility Agreement – Originally, the city owned the land, the PUC owned the building, and rent was paid back to the city. That agreement was tied to the repayment of bonds issued for the facility's construction. Both bonds have now been fully paid off, ending that phase of the financial arrangement. However, major capital repairs are already looming, such as a \$400,000–\$500,000 foyer repair, which are not bond-funded and will need to be addressed through new capital planning. GRP Finance and City Finance are involved in reviewing this, and discussions about what a new shared facility agreement might look like are expected to begin around July.

Update on Power Supply/Utility Relationships:

Minnesota assigns geographic retail service areas to electric utilities by statute. GRPU serves retail customers in its area, however, GRPU is a wholesale customer of Minnesota Power, not a retail customer. GRPU is part of NEMPA (Northeastern Minnesota Municipal Power Agency), a group of 15 municipal utilities. NEMPA and Minnesota Power entered into a wholesale power contract (2022–2029). It's a full-requirements contract, meaning MN Power must supply all power needs (capacity, energy, etc.) and GRPU retains some limited generation (4–8%) for peak shaving. The contract can be assigned to third parties, with GRPU's consent.

GRPU uses battery storage and demand response (like off-peak heating/AC) to manage peak loads. Coordinating peak shaving with other NEMPA members could significantly reduce group-wide costs. A proprietary forecasting model from Minnesota Power predicts daily peak periods.

GRPU is connected to MISO (Midcontinent Independent System Operator), allowing it to potentially buy power on the open market. Pricing in wholesale markets is volatile and depends on hedging strategies. GRPU learned through its solar project that better pricing was possible, prompting renegotiation of the MN Power contract. Some power is imported from Canada, but it's a small percentage. Minnesota Power uses a DC line from the Dakotas and is expanding solar production.

The Midwest grid is highly interconnected—from Canada to Texas. FERC (Federal Energy Regulatory Commission) plays a role in ensuring grid reliability. Ongoing discussions around rolling blackouts and energy mix (solar, gas, etc.) factor into long-term planning.

Minnesota Municipal Utilities Association:

GRPU is offering a free safety training to our community thanks to a grant received through our membership in the Minnesota Municipal Utilities Association (MMUA). This is a three hour training session, with an additional one hour session for supervisors and business owners with an official certification provided upon completion. This training is available to non-governmental organizations such as daycares, small businesses, nonprofits and other local entities.

The MMUA Annual Summer Conference is scheduled for August 18-20, 2025 in Rochester, MN. Top-tier sessions on electric, water and utility industry trends; governance track specifically designed for elected officials; and opportunity to learn how municipal utilities function and gain insights into long-term planning and emerging challenges are examples of why this would be a great learning opportunity. All City Council members and Commissioners are encouraged to attend.

Finally, the MMUA is conducting a Legislative workshop on June 18th in the GRPU conference room from 5:00 - 7:00 PM. This will be an informative session with our dedicated lobbyists and government relations team, who will break down the latest legislative session and what passed that could impact municipal utilities across Minnesota.

The next joint meeting of the City Council and Grand Rapids Public Utilities Commission will be held on October 6, 2025 at 4:00 PM in the GRPU conference room.

There being no further business, the meeting adjourned at 4:42 PM.

Respectfully submitted:

Kimberly Gibeau Kimberly Gibeau, City Clerk





CITY COUNCIL MEETING MINUTES

Monday, June 09, 2025 5:00 PM

Mayor Connelly called the meeting to order at 5:00 PM.

PRESENT: Mayor Tasha Connelly, Councilor Molly MacGregor, Councilor Tom Sutherland, Councilor Rick Blake, Councilor Dan Mertes

STAFF: Tom Pagel, Kimberly Gibeau, Chad Sterle, Will Richter, Carl Babich, Andy Morgan

POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly shared that we currently have two Grand Rapids High School sports teams headed for state tournaments. We like to acknowledge all the hard work and effort of our athletes, including being good stewards and representatives of our Grand Rapids community. We wish them good luck next week. Next, the Free Range Food Co-Op was awarded \$1.5 million dollar grant from the Blandin Foundation to support construction. This new co-op grocery store, planned to open in 2027, will provide local organic food to over 50,000 residents, with 1,200 owner-members already invested. The community expressed gratitude for the grant and looks forward to continued progress.

Councilor Blake acknowledged organizations that contribute to scholarships for local area students and expressed gratitude for the support.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Councilor Mertes noted that the Blandin Foundation awarded approximately \$70,000 to the Greenway Joint Recreation Board. The funding will be used for improvements to the arena and other long-overdue projects.

Councilor Blake mentioned the recent Itasca County Board meeting at which the Library funding was discussed, and noted that there was over 300 people in attendance, with people overflowing into the hallway, up the stairs, and out the door. Many people from Grand Rapids and across Itasca County participated.

Councilor MacGregor stated that the Human Rights Commission met last week and that Pride Day is coming up on June 22nd, with the Commission helping with a pancake breakfast for the public. She'll also be presenting on the Grand Rapids Human Rights Commission at the League of Minnesota Cities annual conference in Duluth on June 27th. Additionally, two commission members attended a League-sponsored Braver Angels training, focused on helping elected officials handle difficult conversations.

Braver Angels is a national group with a strong presence in Minnesota, and it might be valuable for the commission to explore further.

Mayor Connelly stated that she attended the Range Mayors' meeting recently, where she met with area mayors and discussed local updates. Topics included a legislative update from Mr. Peltier regarding RAMS, and general discussions about infrastructure, mining, and other ongoing projects in the region. These monthly meetings provide valuable insights into the broader Range community.

APPROVAL OF MINUTES:

1. Approve Council minutes for Tuesday, May 27, 2025 Worksession & Regular Meetings.

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

VERIFIED CLAIMS:

2. Approve the verified claims for the period May 20, 2025 to June 2, 2025 in the total amount of \$581,477.19.

Motion made by Councilor Mertes, Second by Councilor Blake to approve the verified claims as submitted. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

CONSENT AGENDA:

3. Consider adopting a resolution to enter into Joint Powers Agreement Minnesota Internet Crimes Against Children Task Force and to approve the Joint Powers Agreement

Adopted Resolution 25-39

- 4. Consider seasonal rehire at Pokegama Golf Course.
- 5. Consider the appointment of Taylor Ruppelius Klopp to the position of Police Department Summer Intern with the Grand Rapids Police Department.
- 6. Consider approving a contract with SEH for construction administration at the GPZ Airport for the Taxiway A (South) Reconstruction Project
- 7. Consider authorizing quotes and awarding a contract to Hawk Construction for the 11th Avenue NE Sidewalk Project
- 8. Consider authorizing the purchase of a new Zamboni trailer and adopting a resolution accepting a donation from the Grand Rapids Amateur Hockey Association (GRAHA)

Adopted Resolution 25-40

9. Consider entering into a service agreement with Gartner Refrigeration Company for preventive maintenance on the chiller at the Grand Rapids Library.

- 10. Consider entering into a MOU with The PLUM Catalyst
- 11. Consider adopting a resolution renewing a Limited Use Permit between the City of Grand Rapids and the Commissioner of Transportation, State of Minnesota for the Mesabi Connection Trail.

Adopted Resolution 25-41

- 12. Consider Approving Designation of Tom Pagel and Carl Babich as Authorized signers on all City Bank Accounts
- 13. Consider authorizing the Grand Rapids Police Department to enter a twelve (12) month contract with Flock Safety.
- 14. Consider approving special permit for use and possession of Firearm for Minnesota Mounted Shooting Association.

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

SET REGULAR AGENDA:

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

CITY COUNCIL:

15. Consider appointing a member to the Arts & Culture Commission

Councilor MacGregor interviewed both candidates and found them highly qualified. Trevor Charnley is a musician with an interest in bringing music to the area. Nancy Jacobson works in events at Timberlake, has experience in the Twin Cities, and is skilled in event marketing and planning. Based on her broader experience and Timberlake connection, Councilor MacGregor recommended Nancy Jacobson for the Arts & Culture Commission.

Motion made by Councilor MacGregor, Second by Councilor Blake to appoint Nancy Jacobson to fill an unexpired term on the Arts & Culture Commission, term to expire December 31, 2027. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

There being no further business, the meeting was adjourned at 5:11 PM.

Respectfully submitted:

Kimberly Gibeau Kimberly Gibeau, City Clerk

DATE: 06/20/2025 CITY OF GRAND RAPIDS PAGE: 1

TIME: 11:53:26 ID: AP443GR0.WOW DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/23/2025

	VENDOR #	NAME	AMOUNT DUE
GENERAL F	UND		
CITY		LOVDAHL ELECTRIC SHI INTERNATIONAL CORP	2,482.80 3,776.60
		TOTAL CITY WIDE	6,259.40
RIITI	DING SAFET	'Y DIVISION	
5011	0118100 0221650 0301685 0920060 1901535	VESTIS GROUP INC BURGGRAF'S ACE HARDWARE CARQUEST AUTO PARTS ITASCA COUNTY TREASURER SANDSTROM'S INC TRU NORTH ELECTRIC LLC	73.29 43.98 2.65 2,155.75 57.67 167.36
		TOTAL BUILDING SAFETY DIVISION	2,500.70
COMM	UNITY DEVE	T ODMENT	
СОММ	0718060 0920060	GRAND RAPIDS HERALD REVIEW ITASCA COUNTY TREASURER CHAD B STERLE	1,342.25 127.56 549.92
		TOTAL COMMUNITY DEVELOPMENT	2,019.73
FINA	NCE		
1 11/23	0914540	INNOVATIVE OFFICE SOLUTIONS LL RCB COLLECTIONS	28.31 25.00
		TOTAL FINANCE	53.31
FIRE			
		VESTIS GROUP INC ITASCA COUNTY TREASURER SANDSTROM'S INC	67.02 162.09 105.42
		TOTAL FIRE	334.53
TNFO	RMATION TE	CHNOLOGY	
1111	0221650	BURGGRAF'S ACE HARDWARE MN STATE RETIREMENT SYSTEM	96.98 3,836.35
		TOTAL INFORMATION TECHNOLOGY	3,933.33

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TIME: 11:53:26 ID: AP443GR0.WOW DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/23/2025

VENDOR	# NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
	AUTO VALUE - GRAND RAPIDS	295.98
0205090		740.00
0221650	BURGGRAF'S ACE HARDWARE	315.90
0301685		15.18
0315455		90.95
0401420		178.21
0401804		1,636.50
0409125		2,128.00
	FASTENAL COMPANY	1,662.94
0605652		140.40
0801836		3,426.87
0920060		858.25
1015750 1200500		10,703.74 641.08
1200500		155.12
1415484		37.96
1415544		1,734.00
1415545		110.24
	PRO-MAX MACHINE LLC	190.00
	4 RICHARD F RYSAVY	150.00
	5 SEH	175.00
	SHERWIN-WILLIAMS	118.88
2018560	TROUT ENTERPRISES INC	440.00
2023500	218 ELECTRIC LLC	1,472.50
	TOTAL PUBLIC WORKS	27,417.70
FLEET MAINTE	enance	
	5 CARQUEST AUTO PARTS	182.13
	CENTRAL MCGOWAN, INC	239.90
	FASTENAL COMPANY	11.86
	GFL ENVIRONMENTAL SVCS USA LLC	160.00
	TOTAL FLEET MAINTENANCE	593.89
POLICE		
0118625	ARROW EMBROIDERY/PHOTO EXPRESS	118.70
0701480	GALLS LLC	118.37
0715447		702.75
0920060		1,618.78
1105445	DR MICHAEL KELLER, PHD	1,300.00
	TOTAL POLICE	3,858.60
		2,220.00

DAME: 06/20/2025	GIEV OF GRAND PARING		
DATE: 06/20/2025 TIME: 11:53:26 ID: AP443GR0.WOW	DEPARTMENT SUMMARY REPORT	PAGE: 3	
	INVOICES DUE ON/BEFORE 06/23/2025		
VENDOR #	NAME	AMOUNT DUE	
GENERAL FUND RECREATION			
	BURGGRAF'S ACE HARDWARE	19.98	
	TOTAL RECREATION	19.98	
CENTRAL SCHOOL			
0721108 1201730 1309050 1901535	FERGUSON WOLSELEY IND GROUP GUARDIAN PEST SOLUTIONS, INC	26.98 792.04 70.00 211.12 220.00 146.04 100.00	
	TOTAL	1,566.18	
AIRPORT			
0221650 0918550 0920060 1315725 1920240	IRON OAKES FENCE, LLC ITASCA COUNTY TREASURER	160.64 1,500.00 209.74 147.00 682.50	
	TOTAL	2,699.88	
YANMAR ARENA			
	BURGGRAF'S ACE HARDWARE GARTNER REFRIGERATION CO	74.92 2,207.39	
	TOTAL GENERAL ADMINISTRATION	2,282.31	
CEMETERY			
0221650 0315455 0421455 0509160 0801836 0920060 1200500	BURGGRAF'S ACE HARDWARE COLE HARDWARE INC DULUTH NEWS TRIBUNE EICKHOF COLUMBARIA INC HAWKINSON SAND & GRAVEL ITASCA COUNTY TREASURER L&M SUPPLY	159.95 192.98 380.89 24,950.00 112.70 47.82 382.90	

DATE: 06/20/2025 TIME: 11:53:26 ID: AP443GR0.WOW	CITY OF GRAND RAPIDS DEPARTMENT SUMMARY REPORT	PAGE: 4	
	INVOICES DUE ON/BEFORE 06/23/2025		
VENDOR #	NAME	AMOUNT DUE	
CEMETERY			
2023500	218 ELECTRIC LLC	437.50	
	TOTAL	26,664.74	
DOMESTIC ANIMAL CON	TROL FAC		
0701650		404.15	
	ITASCA COUNTY TREASURER NORTH COUNTRY VET CLINIC	130.01 196.20	
	TOTAL	730.36	
MUNICIPAL ST AID MA	INTENANCE		
7TH AVE SE OVE 0801825	RLAY HAWKINSON CONSTRUCTION CO INC	147,793.35	
1900225		1,511.67	
	TOTAL 7TH AVE SE OVERLAY	149,305.02	
CAPITAL EQPT REPLAC			
CAPITAL OUTLAY 1215800	-FINANCE LOVDAHL ELECTRIC	1,655.20	
	TOTAL CAPITAL OUTLAY-FINANCE	1,655.20	
AIRPORT CAPITAL IMPRV PROJECTS			
NO PROJECT 0609510	FINANCE AND COMMERCE	460.08	
	TOTAL NO PROJECT	460.08	
TAXIWAY A RECO 0609510 1900225	FINANCE AND COMMERCE	477.12 5,490.00	
1900225	SEH TOTAL TAXIWAY A RECONSTRUCTION	5,967.12	
	TOTAL TAXIWAT A RECONSTRUCTION	5,907.12	
2024 INFRASTRUCTURE CP2010-1 3RD A			
1900225		1,682.01	

DATE: 06/20/2025 PAGE: 5 CITY OF GRAND RAPIDS TIME: 11:53:26 DEPARTMENT SUMMARY REPORT AP443GR0.WOW TD: INVOICES DUE ON/BEFORE 06/23/2025 VENDOR # NAME AMOUNT DUE ______ 2024 INFRASTRUCTURE BONDS CP2010-1 3RD AVE NE RECON 2000522 THT CONSTRUCTION GROUP, LLC 91,202.04 TOTAL CP2010-1 3RD AVE NE RECON 92,884.05 2026 INFRASTRUCTURE BONDS 2024-1 SYLVAN BAY-PHASE 2 1900225 SEH 6,545.04 TOTAL 2024-1 SYLVAN BAY-PHASE 2 6,545.04 STORM WATER UTILITY 0401420 78.81 DAKOTA FLUID POWER, INC DAVIS OIL INC 0401804 230.17 2,002.30 308.13 0801836 HAWKINSON SAND & GRAVEL 0920060 ITASCA COUNTY TREASURER 1809154 RICHARD F RYSAVY 180.00 2,799.41 TOTAL TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$340,550.56 CHECKS ISSUED-PRIOR APPROVAL PRIOR APPROVAL 0100053 AT&T MOBILITY 5,696.02 0113105 AMAZON CAPITAL SERVICES 719.49 LEAGUE OF MN CITIES INS TRUST 0205640 1,256.22 CANON FINANCIAL SERVICES, INC 0301530 62.01 0301650 JEFF CARLSON 73.58 0305530 CENTURYLINK OC 259.00 0315454 TRAVIS COLE 38.83 0409655 TIMOTHY DIRKES 79.98 ENTERPRISE FM TRUST 35,384.71 0514730 0718015 GRAND RAPIDS CITY PAYROLL 443,467.79 GRAND RAPIDS STATE BANK 0718070 60.00 HAZARD CLASS LLC 4,755.06 0801925 0809115 MN NORTH COLLEGE 560.00 0815450 57.00 MICHAEL G HOLTE 1015323 KIM JOHNSON-GIBEAU 106.40 1115230 KEVIN KOETZ 46.17 1215250 LOFFLER COMPANIES INC 620.55 1300030 MCFOA REGION II 25.00 MARCO TECHNOLOGIES, LLC 195.82 1301145 1309098 MINNESOTA MN IT SERVICES 460.71

32.50

MN DEPT OF PUBLIC SAFETY

1309302

DATE: 06/20/2025 CITY OF GRAND RAPIDS PAGE: 6

TIME: 11:53:26 ID: AP443GR0.WOW DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/23/2025

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR PRIOR APPROVAL	APPROVAL	
1309332	MN STATE RETIREMENT SYSTEM	2,070.00
1405435	JEREMY NELSON	71.87
1415511	NORTHERN STAR COOPERATIVE SERV	2,636.89
1516220	OPERATING ENGINEERS LOCAL #49	134,374.00
1601750	PAUL BUNYAN COMMUNICATIONS	1,740.91
2209665	VISA	36.01
2209705	VISIT GRAND RAPIDS INC	22,777.20
2301700	WM CORPORATE SERVICES, INC	3,315.69

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$660,979.41

TOTAL ALL DEPARTMENTS \$1,001,529.97





POKEGAMA GOLF COURSE BOARD MEETING MINUTES

Tuesday, May 20, 2025 7:30 AM

Chair McDonald called the meeting to order at 7:30 AM.

PRESENT: Chair Rick McDonald, Board Member John Ryan, Board Member Tom Lagergren, Board Member Deb Godfrey, Board Member Gabrielle Jerulle

STAFF: Tom Beaudry, Kim Gibeau, Steve Ross, Cody Alleman

SETTING THE AGENDA: (This is an opportunity to approve the regular agenda as presented or add/delete an Agenda item by a majority vote of the Board members present.)

Motion made by Board Member Lagergren, Second by Board Member Godfrey to approve the regular agenda as presented. Voting Yea: Chair McDonald, Board Member Ryan, Board Member Lagergren, Board Member Godfrey

APPROVE MINUTES:

1. Approve Golf Board minutes for Tuesday, April 16, 2025 Rescheduled Regular meeting and Tuesday, April 22, 2025 Special meeting.

Motion made by Board Member Ryan, Second by Board Member Lagergren to approve the minutes for Tuesday, April 16, 2025 and Tuesday, April 22, 2025 as presented. Voting Yea: Chair McDonald, Board Member Ryan, Board Member Lagergren, Board Member Godfrey

CLAIMS AND FINANCIAL STATEMENTS:

2. Review golf course financials and consider approving the verified claims in the amount of \$134,337.66.

Board received clarification on specific vendor purchases.

Motion made by Board Member Godfrey, Second by Board Member Lagergren to approve the financials and verified claims as presented. Voting Yea: Chair McDonald, Board Member Ryan, Board Member Lagergren, Board Member Godfrey

Board Member Jerulle arrived at 7:36 AM.

REPORTS:

Maintenance Report:

- 1. Course conditions are good; ahead of schedule.
- 2. Current updates included return of seasonal workers and mowing schedule, projects ready for service, efforts to mitigate pest issues, flower work scheduled for Thursday and Friday, hand watering to hit heavy dry spots on course, and installation of new sprinkler heads.
- 3. Shared status of problem trees with plans to work with a commercial service. Public Works has limited ability due to size of some of the trees.
- 4. Waiting on delivery date for Toro leased equipment. Lease agreement was approved by City Council.

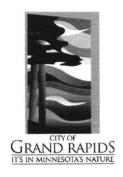
Director of Golf Report:

- 1. April was a strong month due to early open date.
- 2. Season passes showing a 5% increase over last season.
- 3. Simulator use is down 30% over prior year, possibly because of individuals purchasing home units. Suggested promotion to encourage usage, offer one hour free to try.
- 4. SNAG Youth program will kick off on Friday with assist from boys & girls high school teams. Junior Golf sign ups are also going well.
- 5. 100 Year Celebration promotion underway; winner to receive a \$100 gift card.
- 6. Update provided on events.

Motion made by Board Member Ryan, Second by Board Member Lagergren to adjourn the meeting at 8:02 AM. Voting Yea: Chair McDonald, Board Member Ryan, Board Member Lagergren, Board Member Godfrey, Board Member Jerulle

Respectfully submitted:

Kimberly Gibeau Kimberly Gibeau, City Clerk



GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, May 14, 2025 5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids Area Library Board will be held on Wednesday, May 14, 2025 at 5:00 PM in City Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

Chair Martin called the meeting to order at 5:00

CALL OF ROLL:

Present: All

Absent: None

Staff: Will Richter

APPROVAL OF AGENDA:

Motion to: approve agenda

Mover: Richards

Seconder: Dobbs

Result: Passed unanimously

PUBLIC COMMENT (if anyone wishes to address the Board):

None

APPROVAL OF MINUTES:

1. Consider approval of Minutes from the last meeting.

Motion to: approve minutes from the last meeting

Mover: Dobbs

Seconder: Teigland

Result: Passed unanimously

COMMUNICATIONS:

None

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Review library financials and consider approval of Library Bill List.

Motion to: approve payment of 05-14-2025 Library Bill List

Mover: Richards

Seconder: Casteel

Result: Passed 9-0 via roll-call

CONSENT AGENDA (Roll Call Vote Required):

3. Consider approval of a contract with Diana Magner for a series of 8 STEM programs.

4. Consider approval of a contract with Halley Ortenblad for a series of 5 Lego Club programs.

5. Consider approval of a contract with Madelyn Pratto for a series of 6 Lego Club programs.

6. Consider a resolution accepting donations.

Motion to: approve Consent Agenda

Mover: Teigland

Seconder: Dobbs

Result: Passed 9-0 via roll-call

REGULAR AGENDA:

7. Article about Inter Library Loan in Minnesota.

Informational

8. Update on South Dakota Inter Library Loan.

Informational

9. Minnesota State Senator Mary Kunesh Statement on IMLS cuts.

Informational

10. Update on local library advocacy.

Informational

UPDATES:

Friends by Teigland – Pop Up Sale made \$800+; Annual Meeting 6/4 at 5:30 PM – Methodist Church

Foundation by Barr – Next meeting is 5/15

STAFF REPORTS:

11. Review library reports and statistics.

Library Director summarized library reports and statistics

ADJOURNMENT: Chair Martin adjourned the meeting at 5:35

NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 11, 2025, AT 5:00 PM.

ATTEST: Will Richter, Director of Library Services

Item 3.

CITY OF GRAND RAPIDS DEPARTMENT SUMMARY REPORT

PAGE: 1

DATE: 05/08/2025 TIME: 13:48:48 ID: AP443GR0.WOW

INVOICES DUE ON/BEFORE 05/14/2025

	VENDOR #	NAME	AMOUNT DUE
PUBLIC	LIBRARY	·	
	0114200 0118100 0118660 0201428 02212124 0221650 0305485 0405500 0718010 0914540 1205099 1309055 1309525 1605527 1605665 1608100 1901535 2009470 2114356 2209421	ANDERSON GLASS VESTIS GROUP INC ARROWHEAD LIBRARY SYSTEM BAKER & TAYLOR LLC BLACKSTONE PUBLISHING BURGGRAF'S ACE HARDWARE CENGAGE LEARNING INC DEMCO INC CITY OF GRAND RAPIDS INNOVATIVE OFFICE SOLUTIONS LL LEARNING OPPORTUNITIES INC MIDWEST TAPE LLC UNIVERSITY OF MN (MINITEX) THE PENWORTHY COMPANY LLC PERSONNEL DYNAMICS LLC PHAROS SYSTEMS INT'L INC SANDSTROM'S INC THE TIMBERJAY INC UNIQUE MANAGEMENT SERVICES VIKING ELECTRIC SUPPLY INC	75.00 216.61 136.52 4,110.32 718.36 91.54 14.94 2,079.76 3,493.34 807.98 3,241.90 114.96 300.00 973.92 2,680.65 1,679.00 139.74 68.00 139.80 2,019.90
		TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$23,102.24
	0113105 0605191 0718015 1209520 1301146 1305065 1305725 1309199 1309335 1516220 1518725 1601750 1618120	AT&T MOBILITY AMAZON CAPITAL SERVICES FIDELITY SECURITY LIFE GRAND RAPIDS CITY PAYROLL EMILY LINDNER MARCO TECHNOLOGIES, LLC MEDTOX LABORATORIES INC METROPOLITAN LIFE INSURANCE CO MINNESOTA ENERGY RESOURCES MINNESOTA REVENUE OPERATING ENGINEERS LOCAL #49 HALLEY ORTENBLAD PAUL BUNYAN COMMUNICATIONS MADELYN R PRATTO P.U.C. WILLIAM RICHTER WM CORPORATE SERVICES, INC	54.63 574.08 6.90 71,261.76 150.00 124.21 26.38 80.64 182.00 95.72 10,632.00 50.00 325.13 50.00 2,386.62 2,440.00 145.86
		TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$88,585.93

TOTAL ALL DEPARTMENTS

\$111,688.17



Diana Magner 34447 Unger Dr. Grand Rapids, MN 55744 4/09/2025

Dear Ms. Magner:

I am pleased that you will be leading 8 STEM programs for school-age children. These programs will be held on 6/11/2025, 6/18/2025, 6/25/2025, 7/2/2025, 7/9/2025, 7/16/2025, 7/23/2025, and 7/30/2025.

The Library will pay you \$150 for each program. This fee will include your prep time, as well as setup, programming, and clean-up time. In addition, the Library will provide \$50 for supplies and materials, for a total of \$200 per program. Payment will be after the program. If these arrangements are agreeable, please sign below, and return this contract to the library.

My e-mail is: wrichter@grandrapidsmn.gov. Don't hesitate to contact me if you have questions or concerns about the arrangements for your programs.

Sincerely,

Will Richter

Library Director

These terms are acceptable:

Signature

Date

Mary 14 25

Approved for the Board of Directors:

140 NE 2ND STREET GRAND RAPIDS, MN 55744 | 218-326-7640 | CITYOFGRANDRAPIDSMN.COM/LIBRARY





May 5, 2025

Halley Ortenblad 1006 Comstock Dr. Deer River, Mn 56636

Dear Ms. Ortenblad:

I am pleased that you will be leading a series of weekly Lego programs developed for school-age children. These programs will be held 6/13/2025, 6/20/2025, 6/27/2025, 7/18/2025, and 7/25/2025.

The Library will pay you \$50 for each program. This fee will include your prep time, as well as set-up, programming, and clean-up time. Payments will be made weekly, after the programs are completed. If these arrangements are agreeable, please sign below, and return this contract to the library.

My e-mail is: wrichter@grandrapidsmn.gov. Don't hesitate to contact me if you have questions or concerns about the arrangements for your programs.

Sincerely,

Will Richter Library Director

These terms are acceptable:

Signature

Approved for the Board of Directors:





May 5, 2025

Madelyn Pratto 2004 Oak St. Grand Rapids, MN 55744

Dear Ms. Pratto:

I am pleased that you will be leading a series of weekly Lego programs developed for school-age children. These programs will be held 6/13/2025, 6/20/2025, 6/27/2025, 7/18/2025, 7/25/2025, and 8/01/2025.

The Library will pay you \$50 for each program. This fee will include your prep time, as well as set-up, programming, and clean-up time. Payments will be made weekly, after the programs are completed. If these arrangements are agreeable, please sign below, and return this contract to the library.

My e-mail is: wrichter@grandrapidsmn.gov. Don't hesitate to contact me if you have questions or concerns about the arrangements for your programs.

Sincerely,

Will Richter Library Director

These terms are acceptable:

Signature

Approved for the Board of Directors:

Item 3.

RESOLUTION NO. 2025-05 A RESOLUTION ACCEPTING DONATIONS

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

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

NOW THEREFORE, BE IT RESOLVED, that the Library Board of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donations and terms of the donors as follows:

Grand Rapids Area Library Foundation - \$5,814.50

Adopted this 14th day of May 2025

yndy Martin, President

Jennifer Barr, Secretary





REQUEST FOR COUNCIL ACTION

AGENDA DATE: June 23rd, 2025

AGENDA ITEM: Consider adopting a resolution renewing a Limited Use Permit between

the City of Grand Rapids and the Commissioner of Transportation, State

of Minnesota for the Mesabi Connection Trail.

PREPARED BY: Matt Wegwerth

BACKGROUND:

At the June 9th, 2025 meeting, City Council approved renewing a LUP for the Mesabi Trail Connection. There have been several revisions to the LUP, the revised permit is attached and submitted for approval.

Prior background, at their September 28th, 2015, meeting the City Council adopted a resolution authorizing the execution of a Limited Use Permit. With the execution of the permit the City agreed to the maintenance and repair of a section of the Mesabi Connection Trail. The original permit expires on September 1st, 2025, and in order to renew the permit the City Council will need to adopt a resolution authorizing the renewal. The original permit is attached for review.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution renewing a Limited Use Permit between the City of Grand Rapids and the Commissioner of Transportation, State of Minnesota for the Mesabi Connection Trail.

Council memberadoption:	introduced the following resolution and moved for its
	RESOLUTION 25
BETWEEN THE C	HORIZING THE RENEWAL OF A LIMITED USE PERMIT ITY OF GRAND RAPIDS AND THE COMMISSIONER OF NSPORTATION, STATE OF MINNESOTA
WHEREAS, the City of Trail; and	Grand Rapids is the administrator of the Mesabi Connection
	Mesabi Connection Trail, runs the north side of US Highway 16 or Ed Drive to 13 th Avenue NE;
NOW THEREFORE, B RAPIDS, MINNESOTA	IT RESOLVED BY THE CITY COUNCIL OF GRAND
maintenance and repair the attached map and au	apids, as the trail sponsor, has the responsibility for the f the Trail for those portions of US Highway 169 as depicted o horizes execution of the renewal of the Limited Use Permit d Rapids and the Commissioner of Transportation, State of
Adopted by the council	his 23 rd day of June, 2025.
	Tasha Connelly, Mayor
Kim Johnson-Gibeau, C	ty Clerk
Council member favor thereof:	seconded the foregoing resolution and the following voted in ; and the following voted against same:

STATE OF MINNESOTA DEPARTMENT OF TRANSPORTATION

LIMITED USE PERMIT

C.S. 3116 (T.H. 169)
County of Itasca
LUP # 3116-0036
Permittee: City Of Grand Rapids
Expiration Date: 06/17/2035

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to City Of Grand Rapids, ("Permittee"), to use the area within the right of way of Trunk Highway No. 169 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Non-Motorized Trail

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a nonmotorized trail ("Facility") and the use thereof may be further limited by the Code of Federal Regulations, including, but not limited to 23 C.F.R. 217 also published as the Federal-Aid Policy Guide.

The permittee agrees that this permit totally replaces and supersedes the previously issued permit affecting the Area, specifically: The permit, #3116-0019, was issued on September 28th, 2015 on CS 3116 (TH 169). Upon issuance of this permit the earlier issued permit is cancelled.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. TERM. This LUP terminates at 11:59PM on 06/17/2035 ("Expiration Date") subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to

the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT's sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee's use of the Facility and Area for the additional term.

If Permittee's written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

- 2. REMOVAL. Upon the Expiration Date or earlier termination, at the Permittee's sole cost and expense Permittee will:
 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
 - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT's written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney's fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. CONSTRUCTION. The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct

the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

- 4. MAINTENANCE. Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
- 5. USE. Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. APPLICABLE LAWS. This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby

- incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.
- 7. CIVIL RIGHTS. The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, incomelevel, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
- 8. SAFETY. MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
- 9. ASSIGNMENT. No assignment of this LUP is allowed.
- IN WRITING. Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
- 11. ENVIRONMENTAL. The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
- 12. MECHANIC'S LIENS. The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmens' liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.
- 13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

Matt Wegwerth
City Engineer
City of Grand Rapids
420 N Pokegama Ave
Grand Rapids, MN 55744

and to MnDOT at:

State of Minnesota
Department of Transportation
District 1 Right of Way
1123 Mesaba Avenue
Duluth, MN 55811

The address to which notices are mailed may be changed by written notice given by either party to the other.

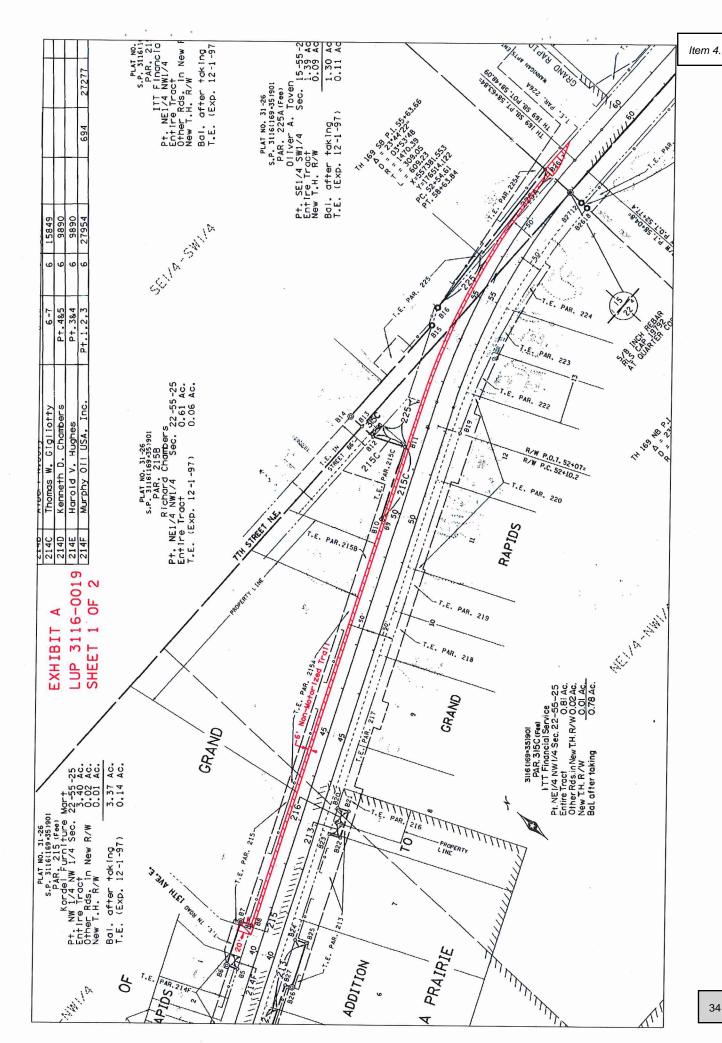
14. **INDEMNIFICATION AND RELEASE.** Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, and causes of action for injury to or death of persons or loss of or damage to property (including Permittee's property) occurring on the Area and Facility or arising out of or associated with Permittee's use and occupancy of the Area and Facility, regardless of whether such injury, death, loss, or damage (i) is caused in part by the negligence (but not the gross negligence or willful misconduct) of MnDOT or (ii) is deemed to be the responsibility of MnDOT because of its failure to supervise, inspect, or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person. Nothing in this LUP shall obligate Permittee to indemnify or save MnDOT harmless from (a) any gross negligence or willful misconduct of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible, or (b) any claims, demands or causes of action not arising out of or associated with Permittee's occupancy or use of the Area and Facility.

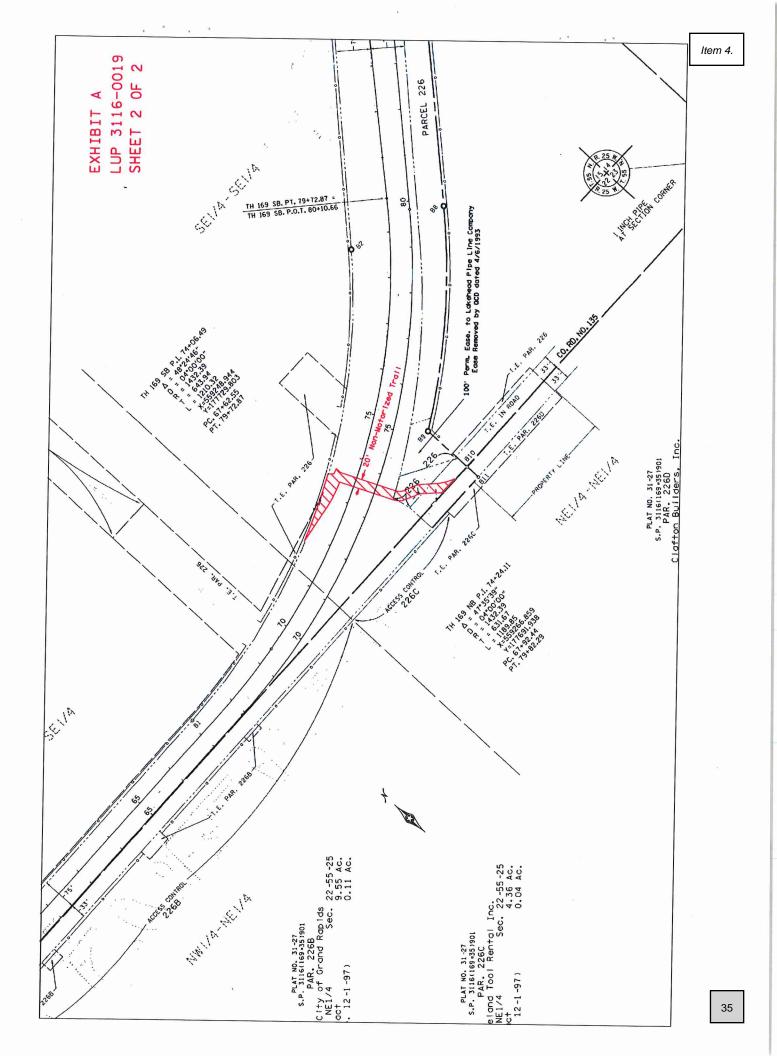
Permittee hereby releases the State of Minnesota, its Commissioner of Transportation, employees, the FHWA, and any successors and assigns of the foregoing, from and against all claims, demands, suits, losses, costs, expenses, and causes of action for loss of or damages to the Area and Facility or to Permittee's property on or about the Area and Facility, except when such loss or damage is caused solely by the negligence of MnDOT or its employees, contractors, agents, or anyone for whom MnDOT is legally responsible.

MnDOT's liability is subject to the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

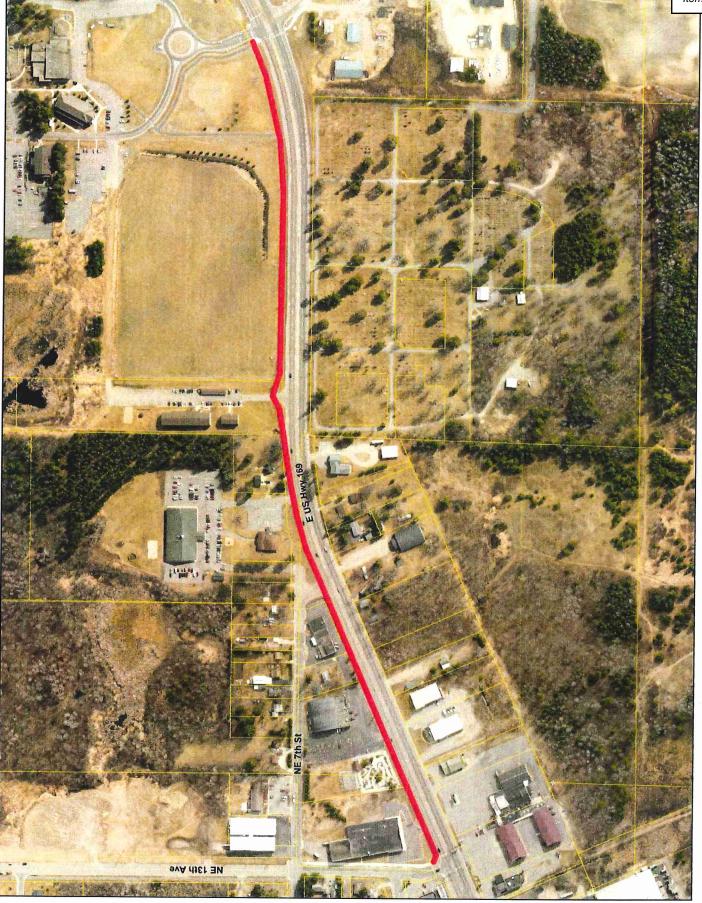
MINNESOTA DEPARTMENT	CITY OF GRAND RAPIDS
OF TRANSPORTATION	
RECOMMENDED FOR APPROVAL By: District Engineer	By: Mayor
Date:	Date:
APPROVED BY: COMMISSIONER OF TRANSPORTATION	And: City Clerk Date:
By: Director, Office of Land Management	
Date	

The Commissioner of Transportation by the execution of this permit certifies that this permit is necessary in the public interest and that the use intended is for public purposes.









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

RESOLUTION 25-41

RESOLUTION AUTHORIZING THE RENEWAL OF A LIMITED USE PERMIT BETWEEN THE CITY OF GRAND RAPIDS AND THE COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA

WHEREAS, the City of Grand Rapids is the administrator of the Mesabi Connection Trail; and

WHEREAS, part of the Mesabi Connection Trail, runs the north side of US Highway 169 right-of-way, from Higher Ed Drive to 13th Avenue NE;

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

That the City of Grand Rapids, as the trail sponsor, has the responsibility for the maintenance and repair of the Trail for those portions of US Highway 169 as depicted on the attached map and authorizes execution of the renewal of the Limited Use Permit between the City of Grand Rapids and the Commissioner of Transportation, State of Minnesota.

Adopted by the council this 9th day of June, 2025.

Tasha Connelly, Mayor
Tasha Connelly, Mayor

Sunberry Pobolice

Kimberly Gibeau, City Clerk

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





REQUEST FOR COUNCIL ACTION

AGENDA DATE: 06/23/2025

AGENDA ITEM: Consider approving a Joint Powers Agreement for a Hazmat Materials

Response Team with State of Minnesota.

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

The City of Grand Rapids Fire Department has been a contractor to the State of Minnesota as a Hazardous Materials Chemical Assessment Team since the inception of the State's Regional Response Program in 1995.

Under MN Statutes 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of multiple Hazardous Materials Response Teams located throughout Minnesota to provide local jurisdictions and Incident Command with technical expertise in the following but not limited to: plume modeling, mitigation procedures; hazard identification; and emergency response with specialists and equipment to an incident.

The proposed JPA does not negatively impact the budget of the Fire Department or the Hazardous Materials Response Team. This new contract is an increase in our contractor compensation for a total of \$85,000 from our previous contract that ends June 30, 2025, of \$60,000 which is separate funding source from our general operating budget.

REQUESTED COUNCIL ACTION:

Make a motion to approve the JPA contract between the City of Grand Rapids and the State of Minnesota to provide professional and technical services for hazardous materials emergencies and authorizes proper signatures.



State of Minnesota Joint Powers Agreement

SWIFT Contract No. 270659

This Agreement is between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal division ("SFM" or "State"), and the **City of Grand Rapids**, acting on behalf of its Fire Department, 104 SE 11th Street, Grand Rapids, Minnesota 55744 ("Governmental Unit"). The State and Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of multiple Hazardous Materials Response Teams located throughout Minnesota to provide local jurisdictions and Incident Command with technical expertise in the following but not limited to: plume modeling; mitigation procedures; hazard identification; and emergency response with technical specialists and equipment to an incident.

Agreement

1. Term of Agreement

- 1.1 Effective Date: July 1, 2025, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: June 30, 2027, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

The Governmental Unit will:

- (a) Respond to hazardous material incidents occurring in the team's normal geographic response area (see Appendix C), and, when requested by the State, the team's primary response area (see Appendix A) and secondary response area (Appendix B)
- (b) Respond to any response area in the State of Minnesota when directed to do so by the Commissioner of Public Safety or their designee.
- (c) Coordinate on-scene emergency response operations of the teams with local, state and federal agencies, Indian tribes, and private response organizations through the National Incident Management System.
- (d) Ensure team members are in compliance with the initial, continuing education, and team training requirements and annually certify such compliance to the Commissioner.
- (e) Designate at least two (2) participants/team representatives to the annual HMRT joint training conducted at the Joint Emergency Response Training Center (JERTC) or other predetermined training location.
- (f) Ensure completion of position task books for all team members on an annual basis, to be reviewed and validated by the State or its designee.
- (g) Participate in an annual skills competency verification performed by the State or its designee.
- (h) Participate in periodic response readiness verification performed by the State or its designee.
- (i) Ensure team members are in compliance with medical requirements and annually certify such compliance to the Commissioner.
- (j) Deploy 3-5 team personnel and accompanying equipment to a hazardous materials incident within fifteen (15) minutes from the time a decision is made to dispatch the team, on 90 percent of the

- incidents to which the team is dispatched. For the purposes of this clause, the decision to dispatch the team will be considered made at the time the Governmental Unit's point of contact as identified in Appendix D, which is attached and incorporated into this Agreement, is notified by the State.
- (k) Participate in annual site visits performed by the State or its designee, during which the State or its designee will review team records and assess the condition of emergency response vehicle(s) and equipment loaned to the Governmental Unit by the State.
- (I) Conduct a formal evaluation of the Hazardous Materials Emergency Response to an incident within thirty (30) days after termination of the team's response.
- (m) Submit a detailed report of the team's response to an incident and take appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.
- (n) Designate one (1) primary and one (1) alternate representative to the State's Hazardous Materials Emergency Response Team Technical Advisory Committee (Appendix F); require one or both representatives to attend all meetings convened by the Committee; and empower each representative to make recommendations to the Committee on behalf of the Governmental Unit.
- (o) Designate one (1) primary and one (1) alternate representative (Appendix F) and require each representative to train in applying operating guidelines and other administrative procedures established and identified by the State's Hazardous Materials Emergency Response Team Program and require one or both representatives to instruct other Hazmat Team members.
- Maintain and store emergency response vehicle(s) and equipment, whether loaned to the (p) Governmental Unit by the State or owned by the Governmental Unit, in proper working order and ready for response at all times, except as may be necessary for the performance of routine or necessary maintenance, repairs, or replacement. Governmental Unit must immediately notify the State whenever Governmental Unit is not available for emergency response as a result of such circumstances. Governmental unit will ensure all emergency response vehicle(s) and equipment are in operational condition and ready for activation whether owned by the Governmental Unit or given custody by the State. All State funded vehicle(s) and equipment remain the property of the State but shall remain in the custody and control of Governmental Unit. Custody of equipment and vehicle(s) from State to Governmental Unit is mutually beneficial to the State's and Governmental Unit's emergency response mission. State property is to be used primarily for official Governmental Unit business; other use is permitted so long as it does not impact mission or operational readiness. Governmental Unit is solely responsible for properly securing and the care and maintenance of all State equipment including providing insurance coverage as required by the State adequate to cover liability and physical damage. Governmental Unit will notify the State if response vehicle(s) or equipment is not available for emergency response. State owned equipment will be returned to the State once it is no longer being used by the Governmental Unit, or at the expiration of this Agreement.
- (q) Ensure periodic inspection and preventative maintenance is performed on emergency response vehicle(s) that is in accordance with NFPA 1911 or a comparable standard.
- (r) Submit claims for recoverable costs to the Commissioner and take all appropriate measures to identify to the State the responsible person of each incident, including responsible person's social security number or federal tax identification number.
- (s) Maintain the required composition of a non-typed Hazardous Materials Response Team in accordance with Appendix G, including an emergency response availability of three to five (3-5) members certified and trained to the appropriate minimum level.
- (t) Respond to incidents and assist local authorities at the scene of a hazardous materials incidents by providing reasonable mitigation consistent with the capabilities of a non-typed resource; and recommend to the local incident manager the best means of controlling the hazard after consideration of life safety concerns, environmental effects, exposure hazards, quantity and type of hazardous material, availability of resources, or other relevant factors.

(u) Assist statewide local authorities by providing telephonic and/or virtual technical advice to on-scene incident commanders, recommending the best means of controlling the hazard to protect life, property, and the environment that are in keeping with locally available levels of hazardous materials training and response capability.

The Governmental Unit shall not subcontract any work, duties or tasks pursuant to this Agreement.

3. Payment

- **3.1 Consideration.** The State will pay for all services performed by the Governmental Unit under this Agreement as follows:
 - (a) Compensation. The Governmental Unit will be paid by the State for the following costs, up to but not exceeding Eighty-Five Thousand and 00/100 Dollars (\$85,000.00) during each twelvementh period, i.e. July 1 through June 30, of the Agreement:
 - 1) Capital equipment Cost of capital equipment including vehicles.
 - 2) Training Cost of training team personnel (excluding exercise training).
 - 3) Medical examinations Cost of annual medical examinations for team personnel.
 - 4) Consumable supplies Cost of consumable supplies.
 - 5) Administration Cost of program administration.
 - 6) Maintenance Cost of equipment maintenance.
 - (b) Governmental Unit may deviate from its budget corresponding to the six categories identified in Clause 3, Section 3.1(a), of this Agreement, increasing and decreasing amounts between categories as needed and justified with the exception of Category 5, Administration.

 Administrative costs shall not exceed 20% of the base allocation amount without prior written approval from the State's Authorized Representative. The total amount payable corresponding to Clause 3, Section 3.1(a), shall not exceed \$85,000.00 during each twelve-month period commencing October 1 and ending September 30 of the following year.
 - (c) Total Obligation. The total obligation of the State for all compensation to the Governmental Unit corresponding to Clause 3, Section 3.1(a) of this Agreement shall not exceed \$85,000.00 for each twelve-month period commencing July 1 and ending June 30. Funds encumbered for each state fiscal year corresponding to, "Term of Agreement," and which are not paid by the State to the Governmental Unit, will not be carried forward to the subsequent state fiscal year, i.e., cancelled.
 - (d) Emergency Response Reimbursement. In addition to the Compensation identified in Clause 3, Section 3.1(a) above, the State will reimburse Governmental Unit for reasonable and necessary expenses corresponding to and directly associated with the following costs incurred during an actual emergency response. Reimbursement costs corresponding to this section shall not exceed Five Thousand and 00/100 Dollars (\$5,000.00) for any single response unless authorized by the State's Authorized Representative.
 - 1) Non-Typed HMRT Personnel Costs An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to five (5)-persons [Note: See Clause 2(s) above]. Hourly rates will be determined by and in accordance with the Governmental Unit's collective bargaining agreement(s) corresponding to personnel providing services under this Agreement.
 - 2) Additional Wage Costs for Local Callback Personnel
 An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to five (5) persons for non-typed hazmat team. Hourly rates will be determined by and in accordance with the Governmental Unit's collective bargaining agreement(s) corresponding to personnel providing services under this Agreement.
 - 3) Vehicle Operating Costs
 Up to \$150.00 per hour for operation costs associated with the State supplied Hazardous

Materials Emergency Response vehicle, up to \$100.00 per hour for a hazmat support vehicle; any additional support vehicles will be reimbursed up to \$100.00 per hour (must be approved prior to use by the State's Authorized Representative).

4) Cost of Consumable Supplies Used

Cost for consumable supplies used shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

- 5) Costs of Repair or Replacement of Damaged or Destroyed Equipment Governmental Unit must submit an itemized invoice for actual costs incurred.
- 6) Communication Costs, including Long Distance and Cellular Telephone Charges
 Eligible costs are defined as cellular/mobile and land line telephone costs for voice, data, and facsimile transmissions. Governmental Unit must submit an itemized invoice for actual costs incurred.
- 7) Administrative Costs Directly Resulting from the Emergency Response
 Up to \$500.00 per incident based on actual costs incurred. Governmental Unit may request additional administrative cost reimbursement based on an itemized invoice for actual costs incurred when extraordinary circumstances resulting from a specific State authorized emergency response are documented.
- 8) Costs Incurred in the Use of Special Equipment

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

- 9) Costs Associated with Providing Support to Cleanup Operations Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.
- 10) Costs Associated with Providing Standby Technical Assistance Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.
- 11) Other Direct Costs Incurred by the Governmental Unit as a Result of the Emergency Response

Costs for this item shall not exceed the actual costs incurred; and Governmental Unit must submit an itemized invoice for actual costs to be reimbursed.

12) Contracting and Bidding Requirements

Pursuant to Minn. Stat. § 471.345, the Governmental Unit must comply with applicable uniform municipal contracting law.

- (a) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per Minn. Stat. §§ 177.41 through 177.44. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole.
- (b) The Governmental Unit must not contract with vendors who are suspended or debarred in MN: https://mn.gov/admin/osp/government/suspended-debarred/

3.2 Payment

- (a) Invoices. The State will promptly pay the Governmental Unit after the Governmental Unit presents an itemized invoice for the services actually performed and the State's Authorized Representative or designee accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
 - 1) Governmental Unit Compensation [Clause 3, Sections 3.1(a) and (b)]. Governmental Unit shall submit a completed Governmental Unit Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clause 3, Section 3.1(a) and Section 3.1(b) of this Agreement. Governmental Unit shall submit a final invoice, complete with receipts and justifying information, for each twelvemonth period of this Agreement no later than October 30 of each year. The State will

- process properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.
- 2) Emergency Response Reimbursement [Clause 3, Section 3.1(d)]. Governmental Unit shall submit a reimbursement claim form identifying reasonable and necessary expenses incurred during an actual emergency response, such claim form to be submitted to State no later than forty-five (45) days after the end of the response. The claim for reimbursement must be made on forms provided by the State and must provide sufficient detail corresponding to each category identified in Clause 3, Section 3.1(d) above. The State will process properly completed claim forms for reimbursement within thirty (30) days of receipt.

4. Authorized Representatives

The State's Authorized Representatives include the person below, or his successor, and those designees identified in Appendix E. The State's authorized representatives have the responsibility to monitor the Governmental Unit's performance and the authority to accept the services provided under this Agreement. If the services are satisfactory, the State's Authorized Representative or his designee will certify acceptance on each invoice submitted for payment.

Name:

Daniel Krier, State Fire Marshal

Address:

Department of Public Safety

445 Minnesota Street, Suite 145

Saint Paul, MN 55101

Telephone:

651-201-7201

Email Address:

daniel.krier@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his successor. If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the State in writing/email.

Name:

Travis Cole, Fire Chief

Address:

Grand Rapids Fire Department

104 Southeast 11th Street Grand Rapids, MN 55744

Telephone:

218-326-7639

Email Address:

tcole@ci.grand-rapids.mn.us

5. Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors.
- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Agreement Complete. This Agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification

- 6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:
 - Intentional, willful, or negligent acts or omissions; or

- Actions that give rise to strict liability; or
- Breach of agreement or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Agreement, and to all terms subsequently added, without regard to order of precedence.

7. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination

- 10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.
- 10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075)

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

12. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Indemnification; 7. State Audits; 8. Government Data Practices; and 9. Venue.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

ΑP	PROVED:			
1.	State Encumbrance Verification Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05	3. State: Department of Public S Marshal With delegated authority	Safety; State Fire	
Pri	nt Name:			
Sig	nature:	Print Name:		
Tit	le:Date:	Signature:		
	/IFT Contract No	Title:D	ate:	
2.	Governmental Unit: City of Grand Rapids; Grand Rapids Fire Department The Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions, or ordinances.	4. Commissioner of Administrat As delegated to The Office of Sta		
Pri	nt Name:	Print Name:		
Sig	nature:	Signature:		
Tit	le:Date:	Title:D	ate:	
		Admin ID:		

APPENDIX A

PRIMARY RESPONSE AREA

The Governmental Unit's primary response area is described as follows:

The entire Minnesota counties of: Hubbard, Cass, Itasca, Aitkin, Crow Wing, Beltrami south of Hwy 1

APPENDIX B

SECONDARY RESPONSE AREA

The Governmental Unit's secondary response area is described as follows:

The entire State of Minnesota

APPENDIX C

NORMAL GEOGRAPHIC JURISDICTION

The Governmental Unit's normal geographic jurisdiction is described as follows:

The corporate limits of Grand Rapids, MN

APPENDIX D

POINT-OF-CONTACT FOR TEAM DISPATCHING

The Governmental Unit's single point-of-contact for purposes of State Hazardous Materials Response Team dispatching is described as follows:

Itasca County Dispatch Center

24-hour emergency telephone number: 218-326-3478

APPENDIX E

DESIGNEES OF STATE'S AUTHORIZED REPRESENTATIVE

State's Authorized Representative:

Dan Krier, Fire Marshal

Designees of State's Authorized Representative:

John Kreuser, State Emergency Response Teams Coordinator

Jodie Ryan, State Emergency Response Teams Supervisor

Tate Mills, Chief Deputy of Operations

Authority of Designees:

Clause 3, Section 3.1(b) Authorization to approve increase of

Governmental Unit's budgeted administration

costs more than 20%

Clause 3, Section 3.1(d) Authorization to approve "Emergency

Response Reimbursement" claims in excess of

\$5,000.00

Clause 4 Authorization to certify (approve) acceptance

on each invoice submitted by Governmental Unit corresponding Clause 3, Section 3.1(a),

Compensation

Clause 4 Authorization to certify (approve) acceptance

on each claims form submitted by

Governmental Unit corresponding to Clause 3,

Section 3.1(d), Emergency Response

Reimbursement

Clause 8 Authorization to give instructions to the

Governmental Unit concerning release of data to a requesting third party prior to the data

being released

The undersigned herby delegates the authorities listed above to those persons identified as Designees of State's Authorized Representative. These authorities are delegated until revoked in writing.

Ву:		
Date:		
Dan	Krier, Fire Marshal	

State Fire Marshal

Item 5.

APPENDIX F

PRIMARY AND ALTERNATE REPRESENTATIVES TO THE HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM

The Governmental Unit's primary and alternate representatives to the Hazardous Materials Regional Response Team are as follows:

Primary Representative:

Travis Cole

Telephone Numbers: 218-326-7639 (work) 218-360-9702 (mobile)

Email Address: tcole@ci.grand-rapids.mn.us

Alternate Representative:

Tom Foss

Telephone Number: 218-256-0915

Email Address: bassin9797@yahoo.com

APPENDIX G

STATE FIRE MARSHAL

HAZARDOUS MATERIALS EMERGENCY RESPONSE TEAM TYPING MATRIX

COMPONENT	Minnesota Non-Typed Resource	NOTES
MINIMUM PERSONNEL	3-5	Team may be augmented by FROs from within its respective department and/or from a mutual aid partner. * A non-typed team may integrate into
		mitigation/hot zone operations once a Type III, II or I HMRT arrives on scene. *
MANAGEMENT AND OVERSIGHT PERSONNEL PER TEAM	1 - National Incident Management System (NIMS) Hazardous Materials Technician	This NIMS Hazardous Materials Technician functions as team leader.
SUPPORT PERSONNEL PER TEAM	2-3 - NIMS Hazardous Materials Technician	
CAPABILITY PER TEAM	Known chemicals	
FIELD PRESUMPTIVE TESTING AND PUBLIC SAFETY SCREENING CAPABILITIES PER TEAM*	Capable of presumptive testing, identification, and classification of known chemical substances using a variety of sources to identify associated chemical and physical properties	Tools include printed and electronic reference resources, safety data sheets, field testing kits, specific chemical testing kits, chemical testing strips, data derived from detection devices, and air monitoring instruments.
ATMOSPHERIC AIR MONITORING CAPABILITIES PER TEAM*	Ability to use devices to detect the presence of known gases or vapors, including the ability to monitor for oxygen deficiency percentage, flammable atmosphere lower explosive limit (LEL), carbon monoxide, and hydrogen sulfide	
SAMPLING CAPABILITIES PER TEAM*	Ability to perform the following activities with known toxic industrial chemicals or toxic industrial materials, according to established protocols: standard sampling, collection, containerizing, labeling, and preparation for transportation and distribution, including standard environmental sampling procedures for lab analysis	

COMPONENT	Minnesota Non-Typed Resource	NOTES
SUBSTANCE DETECTION AND MONITORING EQUIPMENT PER TEAM	Tools for testing chemical substances to identify chemical and physical properties, including: 1. Basic testing equipment and supplies, such as chemical testing kits and testing strips 2. Direct-reading instruments, such as multi-gas meters to include O2, LEL, H2S, and CO sensing capabilities, at minimum 3. Printed and electronic reference resources 4. Safety data sheets	
	member)	
COMPONENT	Minnesota Non-Typed Resource	NOTES
PERSONAL PROTECTIVE EQUIPMENT (PPE) PER TEAM MEMBER	Complete CPC ensembles, including: a. Suit (encapsulating or non-encapsulating jumpsuit, multipiece; specifications depend on level of protection required) b. Boots c. Gloves 2. Liquid splash protection 3. Self-contained breathing apparatus (SCBA) or other respiratory protection, as appropriate	1. Liquid splash protection must comply with NFPA 1992 standards. 2. Vapor-protective CPC and flash-fire vapor-protective CPC must comply with NFPA 1991. 3. Protective ensembles for first responders to WMD terrorism incidents must comply with NFPA 1994. 4. Respiratory protection, including SCBA or air purifying respirator (APR), complies with Occupational Safety and Health Administration (OSHA) 29 Code of Federal Regulations (CFR) Part 1910.120: Hazardous Waste Operations and Emergency Response, and Part 1910.134: Respiratory Protection.

TECHNICAL REFERENCE CAPABILITIES PER TEAM

1. Ability to access and use various databases, chemical substance data repositories, other guidelines and safety data sheets (print or electronic), standalone computer programs, and data available via telecommunications
2. Ability to interpret data collected from electronic devices and chemical testing procedures and select a response option

INCIDENT INTERVENTION CAPABILITIES PER TEAM*

1. Ability to use a mechanical means of intervention and product control, such as plugging, patching, off-loading, and tank stabilization, along with environmental means such as adsorption, absorption, dams, dikes, and booms

2. Access to an assortment of hand tools

Hand tools may include hammers, wrenches, pliers, screwdrivers, bung wrenches, shovels, wrecking bars, drum upenders, chisels, punches, and so on.

COMMUNICATIONS EQUIPMENT PER TEAM

1. 3-5 handheld two-way portable radios

DECONTAMINATION CAPABILITIES PER TEAM

Ability to support all team decontamination needs

DECONTAMINATION SUPPLIES PER TEAM

Range of supplies and equipment for conducting decontamination, commensurate with the mission assignment





REQUEST FOR COUNCIL ACTION

AGENDA DATE: June 23, 2025

AGENDA ITEM: Consider entering into a Memorandum of Understanding with the North

Country Trail Association establishing the City of Grand Rapids as a

'Trail Town'.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

At the March 10th City Council meeting, Council passed a motion proclaiming to be a 'North Country Trail Town'. The next step in becoming a Trail Town is to enter into the attached MOU which basically states that we will help promote the use of the trail.

REQUESTED COUNCIL ACTION:

Make a motion to enter into a Memorandum of Understanding with the North Country Trail Association establishing the City of Grand Rapids as a 'Trail Town'.



MEMORANDUM OF UNDERSTANDI

Item 6.

The following Memorandum of Understanding must be signed by the legislative body of your community in order to become a Trail Town.

Template Memorandum of Understanding

Memorandum of Understanding

Between

North Country Trail Association and

North Country Trail Association and
This Memorandum of Understanding (MOU) is entered into by and between North Country Trail Association, a 501(c)(3) non-profit organization, located at 229 E. Main Street, Lowell, MI 49331, hereinafter referred to as NCTA, and
, hereinafter referred to as Trail Town.
<u>Purpose</u> : The purpose of this MOU is build a relationship between North Country Trail Association and the community that is beneficial to both, supports hikers with services, promotes the Trail to its citizens and embraces the Trail as a resource to be protected and celebrated. It will identify ways the town and the Trail can work together, plan together, and capitalize on the benefits a National Scenic Trail can bring to the area.
Statement of Mutual Interests and Benefits: NCTA is dedicated to building, maintaining, promoting, and

Statement of Mutual Interests and Benefits: NCTA is dedicated to building, maintaining, promoting, and protecting a 4,600 mile long distance hiking trail through the northern tier of states from New York to North Dakota, called the North Country National Scenic Trail (NCNST), providing a variety of outdoor experiences throughout the North Country to connect visitors to the wonders of nature. The Trail Town is near the NCNST which offers basic tourism amenities and can be marketed as a nature-based tourism destination, resulting in local economic stimulus and increased public awareness of the natural and cultural heritage of the North Country.

This MOU is established between NCTA and Trail Town to help each other accomplish mutually beneficial objectives:

- A. Educate local businesses of the value of the NCNST as an economic resource.
- B. Enable both parties to apply for targeted grants to assist in the community's efforts towards nature-based tourism development, economic development, and trail-related infrastructure development through the development of promotional products, educational resources or signature events.
- C. Increased usage and awareness of the NCNST attracting more eco-tourists to local communities.
- D. Promote responsible tourism development within the community and support of the NCNST.

In consideration of the above premises, the parties agree as follows:

NCTA shall:

- 1. Promote the Trail Town as a destination through its website and other media.
- 2. Offer outreach materials to the community such as brochures, newsletters, posters, displays, etc.
- 3. Provide detailed information on hiking opportunities near the community which can be reproduced and distributed to visitors to Trail Town.
- 4. Provide periodic guided hikes that depart from the Trail Town.



- 5. Provide support at local festivals or other community events to encourage interest in the North Country Trail, when possible.
- 6. Provide two 18" x 18" metal signs with the North Country Trail Town logo for posting at the entrances to Trail Town.
- 7. Regularly maintain the section(s) of the North Country National Scenic Trail near the Trail Town so that casual day hikers can easily locate and follow it.

Trail Town shall:

- 1. Include the NCNST and the NCTA in their promotional materials.
- 2. Make North Country Trail information available to the public at the local visitor centers and/or Chamber of Commerce and provide space for a NCTA display or wall mounted poster.
- 3. Work with the local NCTA contact to promote guided hikes or events
- 4. Assist in promoting special designations such as National Trails Day (first Saturday each June) and Annual North Country National Scenic Trail Day (last Saturday each September).
- 5. Monitor the number of visitors who are seeking the Trail Town as a destination for hiking.
- 6. Attract businesses that support nature-based tourism such as outfitters, hostels, and shuttling services and assure that NCTA maps and guides will be available from a business in town for visitors to purchase.
- 7. Encourage local businesses to provide discounts on accommodations or special weekend packages for visitors who show their NCTA membership card.
- 8. Develop a Trail Town Master Plan.
- 9. Install the two North Country Trail Town signs at the entrances of the community as soon as possible after the issuance of the Proclamation.

We, the undersigned, have agreed on the contents of this MOU. Any changes must be agreed to by both parties.

Trail Town—(Town, City, Village, Borough)

Signed		
	, Title	Date
Signed		
	, Title	Date
North Country	Trail Association	
Signed	, Executive Director	Date
Signed		
	, Chapter President	Date







REQUEST FOR COUNCIL ACTION

AGENDA DATE: June 23rd, 2025

AGENDA ITEM: Consider approving amendment 1 with SEH for the Taxiway A (North)

Reconstruction – Phase 2 Design Project

PREPARED BY: Matt Wegwerth

BACKGROUND:

The FAA has required additional design and planning for Phase 2 of the Taxiway project from what was originally approved. The attached amendment covers these additional costs.

The project will be funded on a 95% Federal, 2.5% State and 2.5% Local share and is a budgeted project for 2025. Cost share for the amendment is shown below

FAA (95%) – \$32,300 State (2.5%) – \$850 Local (2.5%) - \$850 (split 50/50 with County)

REQUESTED COUNCIL ACTION:

Make a motion approving amendment 1 with SEH for the Taxiway A (North) Reconstruction – Phase 2 Design Project in the estimated amount of \$167,800.00

Dated: June 18, 2025

Contract Amendment No. 1 Between

The City of Grand Rapids (Owner) and Short Elliott Hendrickson Inc. (SEH) (Consultant)

APPROVED:

The Contract between the Owner and Consultant dated April 14, 2025, shall be amended to include wetland delineation, CATEX submittal, obstruction evaluation, and Exhibit A Property map updates for the 2025 Taxiway A (North) Reconstruction – Phase 2 Design project at the Grand Rapids-Itasca County Airport (Grand Rapids, MN).

Unless specifically modified by this Amendment, the original contract provisions remain in effect. A description of the additional services is included in Attachment A2.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$34,000.

Detailed estimates of labor cost and expenses are enclosed (Attachment B2).

City of Grand Rapids	Short Elliott Hendrickson Inc.
	Shawn McMahon, PE
Title:	6.18.2025
	Date
Date	
Attest Title:	

ATTACHMENT A2

Grand Rapids – Itasca County Airport (GPZ)

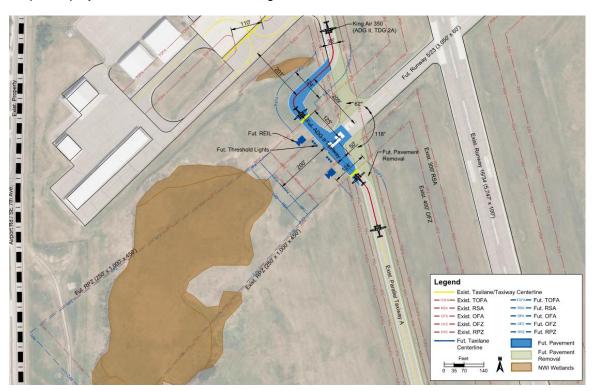
Taxiway A (North) Reconstruction Phase 2 – Design Amendment Scope of Work Amendment

(Wetland delineation, CATEX, obstruction evaluation, and Exhibit A Property map update)

General – The existing taxiway is at the end of its useful life and the 2025 project will consist of the design for the reconstruction of the north end of the taxiway, with bidding proposed in 2026 and construction proposed to occur in 2027. A planning study was conducted on the north half of the taxiway to evaluate current design standards, specifically direct access from the apron at Taxiway A1 and the intersection of Taxiway A and Runway 5/23.

Based on the results of the planning study, the Runway 5 threshold is extending 50 feet to the west to accommodate a 90 degree hold line for aircraft along Taxiway A at the runway intersection. To receive federal funding for the shift in the runway threshold, the following planning elements need to be completed including a wetland delineation, submittal of a CATEX, obstruction evaluation, and the Exhibit A property map update.

Proposed project limits are included in the figure below.



This work scope amendment includes wetland delineation, submittal of a CATEX, obstruction evaluation, and finalizing the Exhibit A property map.

The project schedule includes completing the planning elements in 2025 to prepare for bidding in Spring 2026.

Project Deliverables – The project deliverables of this scope include the following:

- 1. Wetland delineation report
- 2. CATEX submitted to the FAA for approval
- 3. Obstacle Action Plan
- **4.** Approved Exhibit A property map and 'clean' GPZ ALP & Exhibit A Property Map sheet set for FAA review, approval, and acceptance

This work scope amendment includes:

Work Element 1: Project Formulation

- Task 1.1 Scoping, Review, and Coordination Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the Federal Aviation Administration (FAA), City of Grand Rapids, and the Grand Rapids-Itasca County Airport (GPZ) (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and objectives. The scoping effort includes two (2) meetings and meeting preparation effort to determine approved FAA alignment. Each meeting will anticipate two (2) hours for the meeting and meeting prep and attended by a Principal and Project Manager. The scope of work will be presented to FAA for review and will be updated based on input received.
- **Task 1.2 Project Formulation –** SEH will complete the project and grant pre-application documentation, cost breakdowns, and eligibility determinations for the approved scope of work.

Deliverables: Project scope, fee, agreement, and meetings.

Work Element 2: Wetland Delineation

- Task 2.1 Wetland Delineation This task includes wetland delineation, reporting, and agency coordination services for the project. Field delineation will cover approximately 11 acres of open field to the southwest of Runway 5. Field procedures for mapping wetlands will follow the 1987 U. S. Army Corps of Engineers Wetlands Delineation Manual and the methods set forth in the applicable Regional Supplement. SEH will copy the FAA EPS on submittals and correspondence with the wetland regulatory authorities.
- **Task 2.2 Application Documents** This task includes preparation of permit application documents suitable for submittal to the WCA LGU requesting exemption, no loss, or replacement plan approval, and to the USACE for approval under Section 404 of the Clean Water Act. This scope assumes the project will be eligible for coverage by a General or Nationwide permit from the USACE.
- **Task 2.3 Wetland Mitigation Coordination** This task includes coordination and assistance with documents for withdrawal of credits from an established wetland mitigation bank. This scope assumes that any required mitigation for unavoidable wetland impacts will take place through the purchase of wetland bank credits. This scope does not include the purchase price or fees for wetland mitigation credits.
- **Deliverables**: Wetland delineation report, wetland permit application documents, and agency decisions.

Work Element 3: Documented Categorical Exclusion (CATEX) Form

- **Task 3.1 Prepare Documented CATEX Form –** This task includes the preparation of a Documented CATEX for the tree removal and runway extension projects. SEH staff will review all 14 impact environmental categories included in FAA Order 1050.1F, *Environmental Impacts: Policies and Procedures.*
- Task 3.2 Northern Long-Eared and Tricolored Bat IPAC submittals and assessments This task includes IPAC submittals for consultation with the U.S. Fish and Wildlife Services (USFWS). The project is expected to lead to a determination of "May Affect, Not Likely to Adversely Affect" the Northern Long-Eared Bat.

Deliverables: Documented CATEX and Northern Long-Eared Bat memo.

Work Element 4: Airspace Analysis & Obstacle Action Plan (OAP)

- **Task 4.1 Obstruction Analysis** The AGIS data collected during the 2018 Airport Master Plan project will be used to evaluate obstructions to the Part 77 imaginary surfaces, the approach and departure surfaces identified in Advisory Circular 150/5300-13B, *Airport Design*, and the PAPI OSC/LSCS surfaces for the future Runway 5 end.
- **Task 4.2 Obstacle Action Plan (OAP)** To maintain clear approach surfaces, an OAP will be developed for all unmitigated obstacles to the future Runway 5 end. The OAP will identify obstacles as defined in: FAA Advisory Circular 150/5300-13B, *Airport Design*; 14 CFR Part 77 Imaginary Surfaces; and the PAPI OCS/LSCS surfaces.

The OAP will summarize and detail unmitigated obstacles and will identify how and when the surfaces will be cleared and maintained cleared for the future Runway 5 end. The OAP will identify the obstacle reference number, type, latitude, longitude, elevation (AMSL), height, surface penetrated, penetration amount, if the obstacle is on or off airport property, if the obstacle is under sponsor control, proposed maintenance action, when each of the obstacles will be cleared (i.e. date), and the triggering event if associated with a particular project.

Task 4.3 – OEAAA Airspace Case Submittals – Obstructions identified as to remain in the near-term in Task 5.1 and Task 5.2 will be submitted for a determination through OEAAA. The determinations will be documented in the Obstacle Action Plan and incorporated into the Airport Layout Plan at the next opportunity.

Deliverables: OAP, OEAAA airspace case submittals

Work Element 5: Exhibit A Property Map Update

- Task 5.1 Exhibit A Property Maps Update Comments were received from the FAA regarding the Exhibit A Property Map and changes made since the previous ALP update. This task involves addressing the comments and bringing the existing Exhibit A Property Map up to date. The FAA Standard Operating Procedure (SOP) for FAA Review of Exhibit 'A' Airport Property Inventory Maps (ARP SOP 3.00, effective October 1, 2013) will be utilized. The Exhibit A Property Maps will be prepared in AutoCAD. Coordinates will be shown in NAD 83 datum and elevations in NAVD 88 datum.
- **Deliverables**: Updated Exhibit A Property Maps. The conclusion of this project will result in a 'clean' GPZ ALP & Exhibit A Property Map sheet set for FAA review, approval, and acceptance.

ATTACHMENT B2

ESTIMATED FEES AND EXPENSES

TAXIWAY A (NORTH) RECONSTRUCTION PHASE 2 - DESIGN AMENDMENT GRAND RAPIDS-ITASCA COUNTY AIRPORT (GPZ) GRAND RAPIDS, MINNESOTA

Task		Project		Environmental	Survey Crew	Admin
No.	Task Description	Manager	Airport Planner	Scientist	Chief	Technician
Work	Element 1: Project Formulation					
1.1	Scoping, Review, and Coordination	10				6
1.2	Project Formulation	2	6			2
Work	Element 2: Wetland Delineation					
2.1	Wetland Delineation		2	16		
2.2	Application Documents	1		10		2
2.3	Wetland Mitigation Coordination	2		4		
Work	Element 3: Documented Categorical Exclusion (CATEX)	Form				
3.1	Prepare Documented CATEX Form	1	8	2		
3.2	Northern Long-Eared and Tricolored Bat IPAC submittals	1	2	4		
Work	Element 4: Airspace Analysis & Obstacle Action Plan (O	AP)				
4.1	Obstruction Analysis	2	8			
4.2	Obstacle Action Plan (OAP)	4	8			
4.3	OEAAA Airspace Case Submittals	1	4			
Work Element 5: Exhibit A Property Map Update						
5.1	Exhibit A Property Map Update	4			75	
Total	hours per labor category	28	38	36	75	10

TOTAL LABOR COSTS:

Labor Category	Hours	Rate	Extension
Project Manager	28	\$80.69	\$2,259.39
Airport Planner	38	\$41.06	\$1,560.09
Environmental Scientist	36	\$47.24	\$1,700.62
Survey Crew Chief	75	\$49.09	\$3,681.56
Admin Technician	10	\$37.21	\$372.12

Total Direct Labor Costs: \$9,573.78
Direct Salary Costs plus Overhead \$18,293.59

Total Labor Costs \$27,867.37

Fixed Fee on Labor Costs (15%) \$4,180.11

ESTIMATE OF EXPENSES

MATE OF EXILENCES			
Direct Expenses	Quantity	Rate	Extension
Computer Charge	187	\$6.00	\$1,122.00
Survey Equipment (GPS)	1	\$120.00	\$120.00
Wetland Review Fee	1	\$550.00	\$550.00
Survey Truck	8	\$7.50	\$60.00
Report Reproductions / Miscellaneous	1	\$75.00	\$75.00

Total Expenses \$1,927.00

SUMMARY

 Estimated Total
 \$33,974.48

 Total
 \$34,000.00





REQUEST FOR COUNCIL ACTION

AGENDA DATE: June 23, 2025

AGENDA ITEM: Consider approving seasonal golf contractors

PREPARED BY: Tom Beaudry

BACKGROUND: SEE ATTACHED.

Below are the list of additional 2025 seasonal contractors for Pokegama Golf Course.

REQUESTED COUNCIL ACTION:

Make a motion to approve the attached list of 2025 seasonal contractors at Pokegama Golf Course.

Greg Mathews Brian Prevost Matt langnlios Todd Webb Nathan Langlois

AGREEMENT FOR SERVICES

TIDS CONTRACT is ma	ide and entered into by	and between	n the City of
Grand Rapids, a Minnesota	municipal corporation	(hereinafter	"City"), and
Tode Webb	whose address	is 1505	SW' Frd Ave
Grand Rigids, MN	_ (hereinafter "Contra	ctor"), for	purposes of
providing Starter Ranger service	s to the Pokegama Golf	Course in G	rand Rapids.

- 1. <u>Scope of Services.</u> The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
- 2. **Term.** The term of this Agreement shall run from April 1, 20 25 through October 15, 20 25 or as directed by the Director of Golf for the Pokegama Golf Course.
- 3. <u>Compensation.</u> Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 20 25 In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.
- 4. <u>Termination.</u> Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
- 5. Independent Contractor. Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

- 6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.
- 7. **Arbitration.** Any differences, claims, or matters in dispute ansmg between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.
- 8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9.

Dated:	Dated: $\frac{5/23/25}{}$
CITY OF GRAND RAPIDS	CONTRACTOR
By: Tasha Connelly, Mayor	THINEPS
By: Tom Pagel, City Administrator	218 398 7580 Link bloggy 1 bunyow. Ne

City Contact. City's designated contact with regard to this Agreement is

AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the City of	
Grand Rapids, a Minnesota municipal corporation (hereinafter "City") and	
- Micolas Langlois whose address is 18572 Sherrys arm 1	гd.
(hereinafter "Contractor"), for purposes of	
providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.	

- 1. <u>Scope of Services.</u> The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
- 2. <u>Term.</u> The term of this Agreement shall run from April 1, 20<u>25</u> through October 15, 20<u>25</u> or as directed by the Director of Golf for the Pokegama Golf Course.
- 3. <u>Compensation.</u> Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 20_7_5 In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.
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- 6. Indemnification. Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.
- 7. Arbitration. Any differences, claims, or matters in dispute ansmg between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.
- 8. Entire Agreement. It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. <u>City Contact.</u> City's designated of	contact with regard to this Agreement is
Dated:	Dated: 5/29/2025
CITY OF GRAND RAPIDS	CONTRACTOR
By: Tasha Connelly, Mayor	Magle
By:	
Tom Pagel, City Administrator	

AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the City of Grand Rapids, a Minnesota municipal corporation (hereinafter "City"), and REVOST (PREVEST IN) hose address is 18235 CNTY R124 Providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

- 1. <u>Scope of Services.</u> The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
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briANJPrevost 8 € g MAIL. com 612-231-3171

- 6. <u>Indemnification</u>. Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.
- 7. Arbitration. Any differences, claims, or matters in dispute ansmg between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.
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9. <u>City Contact.</u> City's designated	l contact with regard to this Agreement is
Dated:	Dated: 5/23/25
CITY OF GRAND RAPIDS	CONTRACTOR
By: Tasha Connelly, Mayor	Buthin
By: Tom Pagel, City Administrator	

AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the City of Grand Rapids, a Minnesota municipal corporation (hereinafter "City"), and whose address is 18572 Sherress (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.
1. <u>Scope of Services.</u> The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
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9. <u>City Contact.</u> City's designated	contact with regard to this Agreement is
Dated:	Dated: 5/28/25
CITY OF GRAND RAPIDS	CONTRACTOR
By: Tasha Connelly, Mayor	Wester Land
By: Tom Pagel, City Administrator	

AGREEMENT FOR SERVICES

TIL	S CONT	RACT is n	nade and ent	ered into by	and be	tween	the City	y of
Grand R	apids, a	Minnesota	municipal	corporation	(herein	after '	"City"),	and
Greg	Mathe	25	ı municipal whos	e address	is 106	S NE	20th	54.
	Rapid			ter "Contra				
providing	Starter R	anger servi	ces to the Po	kegama Gol:	f Course	in Gr	and Rapi	ids.

- 1. <u>Scope of Services.</u> The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
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City's designated contact with regard to this Agreement is

9.

Dated:	Dated: 5-/5-25
CITY OF GRAND RAPIDS	CONTRACTOR
By: Tasha Connelly, Mayor	Greg Hatheme
By: Tom Pagel City Administrator	





AGENDA DATE: June 23, 2025

AGENDA ITEM: Consider adopting film production application process in City limits.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

As film production activities have become more common in cities, we recognize that it's in the best interest of public safety to manage these activities. Implementing an application process for filming inside city limits addresses several critical needs:

1. Public Safety and Order

Film productions often involve road closures, equipment setup, large crews, and potentially hazardous special effects. An application process ensures that city authorities are aware of these activities, enabling them to coordinate with police, fire departments, and other public safety services to protect residents and maintain order.

2. Minimizing Disruption

Filming can disrupt traffic flow, pedestrian access, parking availability, and the general daily life of residents and businesses. Requiring an application allows the city to assess the impact of filming and work with production companies to minimize inconvenience.

3. Preservation of Public Spaces and Resources

City streets, parks, and public buildings are often used for filming. An application process ensures that these spaces are respected, protected, and left in good condition. It also helps allocate limited resources (such as park space) equitably among various users.

4. Legal and Regulatory Compliance

Cities must ensure that filming activities comply with local laws, including noise ordinances, zoning codes, and insurance requirements. The application process allows the city to enforce these regulations and protect the legal rights of residents and businesses.

5. Transparency and Accountability

A formal application process fosters transparency, providing a clear set of expectations for production companies. It ensures that companies are held accountable for their impact on the community.

This process helps cities manage filming activities in a way that is safe, equitable, and beneficial for everyone involved.

REQUESTED COUNCIL ACTION:

Make a motion to adopt film production process for inside city limits and approve application.

Item 9.



FILMING PERMIT APPLICATION

Permit must be filed no less than 5 working days before scheduled production.

PROJECT & CONTA					
On-site Location Ma	nager:	Phone:			
Production Title:	nager	1 110116			
			□ TV □ Documentary		
r roudonon rypo.		☐ Other:			
FILMING DETAILS					
, ,					
Location(s) with Add	dress(es):				
Daily Hours of Activi	itv·				
Pren: Fi	ilmina: V	Vrap:			
Rain Date or Alterna	ilming: V te Date(s):				
SCENE DESCRIPTIO					
Brief description of	scenes to be filmed:_				
					
Will your shoot inclu	de any of the followi	ng? (check all that ar	oply and describe below)		
☐ Stunts		□ Pyrote	,		
☐ Simulated Wear	oons / Firearms	•	Police or Emergency Vehicles		
•	(Rain/Wind/Smoke)		☐ Generator or Power Drops		
-	e / Sound of Gunfire		☐ Tent Setup		
☐ Road or Sidewa	·		☐ Large Equipment (e.g., Cranes, Condors)		
☐ Use of Drones of		•	☐ Animals		
☐ Night Filming (after 10:00 PM)			☐ Minors		
	·				
Describe any checke					
PARKING / TRAFFIC	CONTROL				
Base camp or produ	ction parking locatio	n(s):			
	d street parking? □ Y	 es □ No			
Traffic/pedestrian c					
Requesting Police of	r Fire Detail? □ Yes □	∃No			

INSURANCE REQUIREMENTS

Certificate of Insurance (COI) listing City of [City Name] as Additionally Insured must be attached. Minimum General Liability: \$1,000,000 per occurrence Additional coverage for stunts, aircraft, or special effects may be required at city's discretion.

AGREEMENTS & RESPONSIBILITIES

- Production agrees to comply with all applicable ordinances unless waived.
- Any changes to date, time, or location must be approved by the City Film Liaison or designee.
- Production agrees to restore all municipal property and clean locations after filming.
- Production agrees to indemnify and hold harmless the City of Grand Rapids.

FEES

There is no cost for a filming permit. However, the applicant agrees to cover costs associated with personnel and equipment, if city service is requested/provided. An estimate of costs will be provided to applicant prior to issuance of permit.

SIGNATURES

By signing below, the applicant certifies the information is accurate and agrees to abide by all terms outlined herein and within the approved Filming Permit.

Applicant Name (Printed):	
Signature:	
Date:	
Notary: The foregoing instrument was	as acknowledged before me this day of
[Notary Seal]	Notony Cianoturo
	Notary Signature
City Approval:	
Date Approved:	





AGENDA DATE: June 23, 2025

AGENDA ITEM: Consider accepting the retirement of Tom Foss, Firefighter.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Tom Foss, Firefighter, has submitted his notice of retirement effective June 23, 2025. Tom was hired on November 15, 2010. Tom has been a Firefighter with GRFD for over 14 ½ years. During Tom's time on the Fire Department, he served as the hazmat assistant, was a great pump operator, as well as a great Firefighter. The Grand Rapids Fire Department and City of Grand Rapids wish Tom the best in his retirement, and thanks him for his 14 ½ years of service to the Fire Department and our community.

REQUESTED COUNCIL ACTION:

Make a motion to accept the retirement of Tom Foss, Firefighter, effective June 23, 2025, with gratitude for the over 14 ½ years of service with the Grand Rapids Fire Department.

Chery Pierzina

From:

Travis Cole

Sent:

Friday, June 20, 2025 8:22 AM

To:

Chery Pierzina

Subject:

FW: Retirement

----Original Message-----

From: Tom Foss

Sent: Thursday, June 19, 2025 2:53 PM

To: Travis Cole <tcole@grandrapidsmn.gov>

Subject: Retirement

This is my official notice that I will be retiring from the Grand Rapids Fire Department effective 6-23-202.

Thomas Foss
Sent from my iPhone
Travis Cole | Fire Chief
City of Grand Rapids
tcole@grandrapidsmn.gov
cityofgrandrapidsmn.comhttps://cityofgrandrapidsmn.com
Office: 218-326-7639 • Fax:

104 SE 11th St. • Grand Rapids • MN • 55744-2662





AGENDA DATE: June 23, 2025

AGENDA ITEM: Consider hiring John Connely to write a Minnesota DNR Outdoor

Recreation Regional Grant for improvements at Blandin Beach.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

Minnesota DNR Outdoor Recreation Regional Grants are available every year to help provide park enhancements at what are considered to be of regional significance. I applied back in 2017 but was unsuccessful. John's expertise in grant writing will greatly increase our chance of securing \$300,000 from the state. We are expecting the entire project to cost around \$1M, we will also be seeking funding from the Blandin Foundation and IRRR. John's proposal to write the grant is a not-to-exceed amount of \$6,750.00. We plan to cover this with a Blandin or IRRR grant.

REQUESTED COUNCIL ACTION:

Make a motion to hire John Connely at an amount not-to-exceed \$6,750.00 to write a Minnesota DNR Outdoor Recreation Regional Grant for improvements at Blandin Beach.





AGENDA DATE: June 23rd, 2025

AGENDA ITEM: Consider adopting a resolution supporting a proposal by the Itasca

County HRA for the Waters Edge Housing Project

PREPARED BY: Matt Wegwerth

BACKGROUND:

The Itasca County HRA, in conjunction with D.W. Jones, Inc., is proposing a 61-unit tax credit housing project in Grand Rapids. The need for affordable family housing in the City of Grand Rapids is well documented in the City of Grand Rapids Comprehensive Housing Study Summary dated September 2024. The overall occupancy rate for the most comparable projects in Grand Rapids is 98%, indicative of strong demand for similar housing to the proposal. The demand statistics in the area indicate sufficient market depth to support the development with estimates that Waters Edge would rent up to full occupancy in 4 to 6 months.

The City of Grand Rapids receives annual statewide aid and will contribute the city's 2025 Statewide Affordable Housing Aid funds in the amount of \$34,160 to Waters Edge, if funded by Minnesota Housing Finance Agency (the "MHFA").

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution supporting a proposal by the Itasca County HRA for the Waters Edge Housing Project

Council Member introduced the following resolution and moved for its adoption:			
RESOLUTION #			
A RESOLUTION IN SUPPORT OF A PROPOSAL BY HOUSING & REDEVELOPMENT AUTHORITY OF ITASCA COUNTY FOR THE NEW CONSTRUCTION OF WATERS EDGE AS AFFORDABLE FAMILY HOUSING IN THE CITY OF GRAND RAPIDS			
BE IT RESOLVED by the City Council (the "Council") of the City of Grand Rapids, Minnesota (the "City") as follows:			
WHEREAS, the WATERS EDGE project is a sixty-one (61) unit tax credit housing project (the "Project") being developed by D. W. Jones, Inc. (the "Developer") in conjunction with the Housing and Redevelopment Authority of Itasca County (the "HRA"); and			
WHEREAS, the need for affordable family housing in the City of Grand Rapids is well documented in the City of Grand Rapids Comprehensive Housing Study Summary dated September 2024. The overall occupancy rate for the most comparable projects in Grand Rapids is 98%, indicative of strong demand for similar housing to the proposal. The demand statistics in the area indicate sufficient market depth to support the development with estimates that Waters Edge would rent up to full occupancy in 4 to 6 months; and			
WHEREAS, the City of Grand Rapids receives annual statewide aid and will contribute the city's 2025 Statewide Affordable Housing Aid funds in the amount of \$34,160 to Waters Edge, if funded by Minnesota Housing Finance Agency (the "MHFA"); and			
WHEREAS, the Developer and HRA are seeking additional funding from MHFA to assist with the financing of the Project; and			
WHEREAS, this resolution complies with the City's GROW Grand Rapids 2040 Comprehensive Plan; and			
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council of the City of Grand Rapids, County of Itasca, State of Minnesota, adopts this resolution expressing its general support for the new construction of the sixty-one (61) apartment/townhome affordable family housing units named WATERS EDGE by HRA; and its commitment to bring the new construction project to completion.			
Passed and adopted by the Council of the City this day of June, 2025.			
YES: NO: ABSENT:			

Tasha Connelly, Mayor

ATTEST:





AGENDA DATE: June 23, 2025

AGENDA ITEM: Consider adopting a resolution to accept a \$250 donation from the Reif

Arts Council, for the Grand Rapids Police Reserve Unit, for volunteer

services at a recent music concert.

PREPARED BY: Chief Andy Morgan

BACKGROUND:

Grand Rapids Police Reserve Unit is comprised of fifteen (15) civilian volunteers that are unlicensed officers. The Reserves volunteer several hundred hours per year, providing security at the yearly Tall Timber Days, Car Show and Swap Meet, Itasca County Fair, National Night Out, High School games, 4th July fireworks, and other community events. They also volunteer several hours a year doing ride alongs with licensed officers and have assisted in searches for missing or lost persons. The Grand Rapids Police Reserve Unit is a truly valued aspect of GRPD that seldom receives the credit they deserve.

On May 16, 2025 Reif Center hosted a Hairball music concert at Yanmar Arena. The gathering was a great community event and was attended by 2,104 people. Grand Rapids Police Department partnered with the Reif in providing a police presence. Full-time staff and volunteering Reserve Officers assisted in establishing a safe environment for all to enjoy an evening of music.

Recognizing the value of the service, the Reif Arts Council showed unsolicited appreciation to the Grand Rapids Police Reserve Unit by donating \$250. Such donations are pivotal in recognizing and funding the continued success of GRPD Reserve Unit.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution to accept a \$250 donation from the Reif Arts Council, for the Grand Rapids Police Reserve Unit, for volunteer services at a recent music concert.

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

RESOLUTION NO. 25-

A RESOLUTION ACCEPTING A \$250.00 DONATION FROM REIF CENTER TO THE GRAND RAPIDS' POLICE DEPARTMENT RESERVE PROGRAM FOR EXPENDITURES

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donation and terms of the donors as follows:

• Reif Center has donated \$250 to the Grand Rapids Police Department for Police Reserve Expenditures

Adopted this 23 rd day of June, 2025	
	Tasha Connelly, Mayor
Attest:	
Kimberly Johnson-Gibeau, City Clerk	_

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