



CITY COUNCIL MEETING AGENDA

Monday, August 25, 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, August 25, 2025 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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PROCLAMATIONS/PRESENTATIONS:

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, August 11, 2025 Worksession and Regular meetings and Monday, August 18, 2025 Budget meeting.

VERIFIED CLAIMS:

2. Approve the verified claims for the period August 5, 2025 to August 18, 2025 in the total amount of \$530,397.98.

CONSENT AGENDA:

- 3. Consider allowing the police department to enter a contract with Rampart Audit LLC for the purposes of fulfilling Minnesota statute 13.824 requirement to audit Automated License Plate Readers (ALPR)
- <u>4.</u> Consider a subordinate agreement related to special assessments.
- 5. Consider approving budgeted purchase of two new servers.
- <u>6.</u> Adopt a Resolution Accepting a FAA Grant in the amount of \$297,788 for the Vehicle Gate Replacement Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.
- 7. Consider entering into an agreement with SEH for the Grussendorf Trail Boardwalk project

8. Consider rehiring seasonal part-time employee at Yanmar Arena and consider wage increase for two part-time employees at the arena.

SET REGULAR AGENDA:

COMMUNITY DEVELOPMENT:

9. Consider approving a purchase agreement with Leland Snyder for the sale of city owned parcels.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR SEPTEMBER 8, 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





CITY COUNCIL WORKSESSION MINUTES

Monday, August 11, 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

STAFF: Tom Pagel, Kimberly Gibeau, Chad Sterle, Matt Wegwerth, Rob Mattei

BUSINESS:

1. A joint presentation of the MNDOT Hwy 2 & 169 Transportation Study and the GREDA Highway 2 Land Use and Economic Development Study

The City Council heard a joint presentation on the GREDA Highway 2 Land Use & Economic Development Study and the MnDOT Highway 2 & 169 Corridor Study. Together, the studies align infrastructure upgrades with redevelopment strategies to improve safety, accessibility, and economic vitality along Highway 2.

REVIEW OF REGULAR AGENDA:

Council reviewed an added agenda item (12A) concerning the Pillars of Grand Rapids project. Rob explained that three agreements with Oppenheim Development—the Subdivision Agreement, Contract for Private Development, and Petition and Waiver Agreement—were executed before the project's closing and have since had all obligations fulfilled. To facilitate the developer's pending sale closing, the City is being asked to formally release these agreements, with the subdivision release limited to that parcel. The addition was made due to the time-sensitive nature of the request, and no council objections were raised. No other changes or additions are noted.

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

Respectfully submitted:

Kimberly Gibeau Kimberly Gibeau, City Clerk





CITY COUNCIL MEETING MINUTES

Monday, August 11, 2025 5:00 PM

Mayor Connelly called the meeting to order at 5:18 PM.

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

STAFF: Tom Pagel, Kimberly Gibeau, Chad Sterle, Natalee Bushman, Rob Mattei, Chery Pierzina, Amy Dettmer, Carl Babich, Andy Morgan, Kevin Ott

POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly shared positive happenings including National Night Out, held on August 5th at Old Central School, drawing over 200 children and their families, along with council members, the Grand Rapids Police and Fire Departments, Cohasset Fire, state troopers, agencies, businesses, and community groups. The event focused on education, community-building, and appreciation for first responders, ensuring families had an enjoyable experience. The Mayor also recognized Grand Rapids Police Officer Ashley Moran, who was honored by the Minnesota Department of Public Safety at a Minnesota Twins game for her outstanding work in 2023. Officer Moran made 34 DWI arrests, contributing to saving lives, preventing crashes, and keeping families safe. The council expressed pride in her service and her recognition as one of the state's top officers.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

During council reports, an update was provided on several community matters. On July 29th, the Mayor and former library director Will Richter presented to the Itasca County Board of Commissioners regarding the library budget and future planning. A special committee, including council members, commissioners, and staff, was formed to focus on long-range planning, with the first meeting scheduled for August 20th. Additionally, the Grand Rapids Police Department has received multiple reports of coyote sightings in the southwest neighborhood near Sylvan Bay. The city is addressing the issue and urges residents to report sightings, call 911 or the police department, and keep pets on short leashes. Lastly, the groundbreaking for "Mill and Miss," a 132-unit market-rate rental housing development near West Elementary, will take place Thursday at 11 a.m. The project, expected to be completed by March 2027, aims to help address the local housing shortage, and the public is invited to attend.

APPROVAL OF MINUTES:

1. Approve minutes for Monday, July 28, 2025 Regular Council meeting.

Motion made by Councilor Mertes, 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.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Mayor Connelly acknowledged the following minutes for Boards and Commissions:

March 20, 2025 PCA Board

May 1, 2025 Planning Commission

May 22, June 26, and July 10, 2025 Economic Development Authority

May 28, 2025 Human Rights Commission

June 11, 2025 Library Board

June 20, 2025 Golf Board

CONSENT AGENDA:

4. Consider adopting State required budget resolution for Yanmar Arena.

Adopted Resolution 25-51

- 5. Consider accepting the resignation from Patrick Flaherty, from his position as Firefighter, effective July 14, 2025.
- 6. Consider approving temporary liquor license for St. Joseph's Catholic Church
- 7. Consider approving the final pay request for CP 2010-1, 3rd Avenue & 7th Street NE in the amount of \$21,545.90 and balancing change order 3.
- 8. Consider awarding a contract to Casper Construction for the Blandin Reservoir Trail Culvert Replacement Project
- Consider adopting a resolution authorizing an application to the MN Dept. of IRRR Housing grant program for GREDA & Itasca Co. HRA redevelopment of the form ISD#318 Admin. Office site.

Adopted Resolution 25-52

10. Consider adopting a resolution authorizing an application to the MN Dept. of IRRR Commercial Redevelopment grant program for demolition of the GREDA owned commercial building at 900 NW 4th St.

Adopted Resolution 25-53

11. Consider adopting a resolution approving certain lender documents related to the Unique Opportunities Housing Project

Adopted Resolution 25-54

- 12. Consider approving temporary liquor permit for United Way of 1000 Lakes
- 12a. Consider approval of a partial release of the Subdivision Agreement, the release of Contract for Private Development Agreement and the Release of Petition and Waiver Agreement in connection with the Pillars of Grand Rapids development.

Motion made by Councilor Blake, Second by Councilor Sutherland to approve the Consent agenda as amended to include the addition of item 12a. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

SET REGULAR AGENDA:

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

ADMINISTRATION:

13. Consider resignation from Lasha Karels, Assistant IT Director.

Ms. Pierzina presented resignation submitted by Lasha Karels, and provided background information regarding her years of service to the City.

Motion made by Councilor MacGregor, Second by Councilor Blake to accept the resignation of Lasha Karels from the position of Assistant IT Director and authorize staff to begin the process of filling the position. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

14. Consider appointment of Leah King to the part-time Library Public Services Clerk I position with the Grand Rapids Area Library.

Ms. Pierzina presented background information on Ms. King and requested the Council move forward with appointment.

Motion made by Councilor Blake, Second by Councilor Sutherland to appoint Leah King to the part-time position of Library Public Services Clerk I. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

ENGINEERING PUBLIC WORKS:

15. Consider adopting a resolution supporting MNDOT District 1 submittal of an FY29-30 highway freight program funding application.

Mr. Wegwerth presented a resolution to support MnDOT District 1's funding application to the Highway Freight Program for fiscal years 2029–2030. The proposed project focuses on the Highway 2–169 corridor, beginning at Highway 38, extending east along Highway 2 to the east

junction of Highway 169, and continuing south on 169 toward the bridge. Planned improvements include full roadway reconstruction, updated signals, possible roundabouts, as well as sidewalk and pedestrian upgrades. Since MnDOT is actively seeking funding, the council was asked to adopt a resolution of support, and a motion was made to approve it.

Motion made by Councilor MacGregor, Second by Councilor Mertes to **adopt Resolution 25-55**, supporting MNDOT Submittal of FY29-30 MN Hwy Freight program funding application as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

POLICE:

16. Consider adopting a resolution accepting donations for 2025 National Night Out.

Chief Morgan reviewed background recognizing community donations, highlighting the success of the recent National Night Out, which benefited from strong community turnout and favorable weather, providing an opportunity for officers to connect with residents. The event was made possible through the generous contributions of local businesses and organizations. The council was asked to accept these donations in support of the 2025 National Night Out.

Motion made by Councilor Sutherland, Second by Councilor Blake to **adopt Resolution 25-56**, accepting donation from various local businesses for National Night Out as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

17. Consider adopting a resolution accepting donations from the Cohasset Fire Hook & Ladder for 2025 National Night Out.

In continuation of the discussion on National Night Out, Chief Morgan emphasized the importance of recognizing all contributors who made the event possible. Along with local businesses and organizations already acknowledged, special appreciation was given to Cohasset Fire Hook & Ladder, which has consistently supported the event each year through both participation and donations. The council was asked to formally recognize and accept Cohasset Fire's contribution in addition to the other donors.

Motion made by Councilor Blake, Second by Councilor Mertes to **adopt Resolution 25-57**, accepting \$200 donation from Cohasset Fire Hook & Ladder for the GR Police Reserves for National Night Out expenditures. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

18. Consider approving previously authorized agreement by City Administrator with the United States Department of Agriculture (USDA) for covote mitigation.

Police Captain Ott provided an update on recent coyote incidents near West Elementary School. On July 24th, police responded to a report of a coyote bite and of other aggressive and unusual coyote behavior, such as approaching runners and children. Patrols were increased, and the DNR conducted extensive searches. With school starting soon and the proximity of the hospital, senior housing, and heavily used trails, the city entered into an agreement with the USDA on August 4th to address the issue. Since then, two coyotes have been captured, and

efforts are ongoing to mitigate the threat through partnerships with nearby property owners. The USDA has also located a possible den site, and mitigation efforts will continue.

Motion made by Councilor Mertes, Second by Councilor MacGregor to approve the agreement with USDA for coyote mitigation. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

There being no further business, the meeting was adjourned at 5:41 PM.

Respectfully submitted:

Kimberly Gibeau Kimberly Gibeau, City Clerk





CITY COUNCIL SPECIAL BUDGET MEETING MINUTES

Monday, August 18, 2025 4:00 PM

Mayor Connelly called the meeting to order at 4:01 PM.

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

STAFF: Tom Pagel, Kimberly Gibeau, Carl Babich, Andy Morgan, Jeremy Nelson, Kevin Koetz, Dale Anderson, Amy Dettmer, Jon Peterson, Travis Cole, Erik Scott, Chery Pierzina

BUSINESS:

1. 2026 Budget Discussion

Mr. Pagel began presentation regarding the draft 2026 budget, noting changes from initial submission. Department budgets are reviewed independently.

There being no further business, the meeting adjourned at 5:55 PM.

Respectfully submitted:

Kimberly Gibeau, City Clerk

Department Summary Report

VENDOR NAME/INVOICE #		AMOUNT
V00008 EICKHOF COLUMBARIA INC	AR0000222	\$457.92
V00028 OPPIDAN INVESTMENT COMPANY	IRRRB 4	\$32,443.00
V00029 ORACLE AMERICA INC	101782233	\$19,851.48
V00029 ORACLE AMERICA INC	102017346	\$21,440.64
V00029 ORACLE AMERICA INC	102017469	\$16,080.48
V00066 GUARDIAN PEST SOLUTIONS, INC	2681815-C	\$70.00
V00654 AUTO VALUE - GRAND RAPIDS	175187596	\$231.99
V00654 AUTO VALUE - GRAND RAPIDS	175187599	\$117.99
V00654 AUTO VALUE - GRAND RAPIDS	175187601	(\$231.99)
V00654 AUTO VALUE - GRAND RAPIDS	175187600	\$213.99
V00654 AUTO VALUE - GRAND RAPIDS	175187658	\$6.49
V00654 AUTO VALUE - GRAND RAPIDS	175187808	(\$10.00)
V00654 AUTO VALUE - GRAND RAPIDS	175187806	\$313.98
V00654 AUTO VALUE - GRAND RAPIDS	175188010	\$52.99
V00703 EHLERS AND ASSOCIATES INC	102449	\$885.00
V00994 DAVIS OIL INC	073125-PW	\$2,244.05
V00999 DIAMOND VOGEL	809205107	\$1,868.50
V01127 COLE HARDWARE INC	148603	\$15.36
V01127 COLE HARDWARE INC	149672	\$19.85
V01127 COLE HARDWARE INC	149639-C	\$10.36
V01127 COLE HARDWARE INC	149626	\$9.48
V01189 Burggraf's Ace Hardware	406683	\$76.96
V01189 Burggraf's Ace Hardware	407084	\$9.99
V01189 Burggraf's Ace Hardware	407089	\$24.99
V01189 Burggraf's Ace Hardware	407133	\$20.98
V01189 Burggraf's Ace Hardware	407162	\$44.99
V01189 Burggraf's Ace Hardware	407150	\$33.98
V01189 Burggraf's Ace Hardware	407240	\$401.95
V01189 Burggraf's Ace Hardware	407295	\$80.91
V01189 Burggraf's Ace Hardware	407398	\$196.83
V01189 Burggraf's Ace Hardware	407374	\$13.99
V01189 Burggraf's Ace Hardware	407468	\$44.99
V01232 Betz Extinguisher Company	1377-38	\$75.00
V01331 Carquest Auto Parts	974393	\$57.64
V01331 Carquest Auto Parts	974935	\$32.42
V01331 Carquest Auto Parts	974834	\$48.14
V01331 Carquest Auto Parts	975056	\$53.40
V01331 Carquest Auto Parts	975714	\$84.02
V02018 J T SERVICES	JT25-225-16	\$31,950.00
V02018 J T SERVICES	JT25-227-01	\$5,849.00
V02057 INNOVATIVE OFFICE SOLUTIONS LL	IN4901614	\$128.88

Department Summary Report

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V02067 NAPA SUPPLY OF GRAND RAP	PIDS 230747	\$73.08
V02128 SANDSTROM'S INC	555175-C	\$89.14
V02207 NORTHLAND LAWN & SPORT,	LLC 43589	\$175.79
V02207 NORTHLAND LAWN & SPORT,	LLC 43840	\$4.51
V02207 NORTHLAND LAWN & SPORT,	LLC 43837	\$17.14
V02207 NORTHLAND LAWN & SPORT,	LLC 304526	\$601.62
V02207 NORTHLAND LAWN & SPORT,	LLC 43886	\$212.45
V02207 NORTHLAND LAWN & SPORT,	LLC 43892	\$137.44
V02207 NORTHLAND LAWN & SPORT,	LLC 44312	\$39.36
V02207 NORTHLAND LAWN & SPORT,	LLC 44313	\$75.74
V02207 NORTHLAND LAWN & SPORT,	LLC 44371	\$98.57
V02262 RAPIDS PLUMBING & HEATING	S INC 23838-C	\$483.60
V02268 TROUT ENTERPRISES INC	25-295	\$732.00
V02461 Fastenal Company	146271	\$742.82
V02461 Fastenal Company	146444	\$62.04
V02939 VESTIS GROUP, INC	2630453780	\$73.29
V02939 VESTIS GROUP, INC	2630456161	\$67.01
V02939 VESTIS GROUP, INC	2630457528	\$25.00
V03176 ACHESON TIRE INC	1022325-A	\$35.00
V03433 STREICHER'S INC	I1774183	\$305.93
V03433 STREICHER'S INC	I1774293	\$169.98
V03433 STREICHER'S INC	I1776585	\$134.99
V03433 STREICHER'S INC	I1776962	\$422.96
V03484 PHILS GARAGE DOOR	60366	\$902.50
V03771 TNT CONSTRUCTION GROUP,	LLC 25132-2B	\$2,675.00
V03771 TNT CONSTRUCTION GROUP,	LLC 25132-2A	\$20,337.00
V03904 L&M SUPPLY	GRR-05-10031211	\$142.47
V03904 L&M SUPPLY	GRR-01-10022102	\$10.99
V03904 L&M SUPPLY	GRR-03-10029034	\$18.99
V03904 L&M SUPPLY	GRR-03-10030295	\$227.98
V03904 L&M SUPPLY	GRR-03-10030344	\$34.16
V03916 MN DEPT OF TRANSPORTATION	DN Tiger Flail Mower Sale	\$226.67
V03935 SHI INTERNATIONAL CORP	B20089044	\$3,522.98
V03959 LEFTYS TENT & PARTY RENTA	AL 080525	\$287.14
V04026 TITAN MACHINERY INC	PS0855103-1	\$277.05
V04120 SEH - Grand Rapids	485358	\$8,181.31
V04120 SEH - Grand Rapids	485357	\$4,587.30
V04190 HAWKINSON CONSTRUCTION	CO IN(639	\$1,301.16
V04202 RAYMOND J. HESSLER	080525	\$349.50
V04260 VIKING ELECTRIC SUPPLY INC	S009421577.001-C	\$171.24
V04294 SHERWIN-WILLIAMS	9435-2	\$80.19
V04351 AMERICAN DETAILING	711210	\$250.00
V04359 HAWKINSON SAND & GRAVEL	0719250462	\$566.13
V04372 MINUTEMAN PRESS	46491	\$605.68

Department Summary Report

V04382 PUBLIC UTILITIES COMMISSION	MISC50938	\$2,200.00
V04408 ITASCA COUNTY TREASURER	051/JUL25-A	\$83.59
V04408 ITASCA COUNTY TREASURER	053/JUL25	\$182.19
V04408 ITASCA COUNTY TREASURER	052/JUL25	\$122.32
V04408 ITASCA COUNTY TREASURER	045/JUL25	\$2,682.52
V04408 ITASCA COUNTY TREASURER	054/JUL25	\$1,558.10
V04408 ITASCA COUNTY TREASURER	040/JUL25	\$149.79
V04440 Preferred Pump & Equipment LP	56001349-00	\$2,779.82

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$ 194,613.85

CHECKS ISSUED/PRIOR APPROVAL:

V00299 JEREMY GAMBILL	\$105.00
V00299 JEREMY GAMBILL V00532 LEAGUE OF MN CITIES INS TRUST	•
	\$1,000.00
V00545 CIRCLE K/HOLIDAY	\$29.62
V00572 THOMAS BEAUDRY	\$7,346.07
V00710 ENTERPRISE FM TRUST	\$36,891.99
V00878 AT&T MOBILITY	\$1,531.65
V00995 CITY OF DEER RIVER	\$1,670.23
V01090 COALITION OF GREATER MN CITIES	\$180.00
V01092 TRAVIS COLE	\$134.69
V01994 SHAWN GRAEBER	\$105.00
V02038 MUTUAL OF OMAHA	\$583.45
V02144 MINNESOTA ENERGY RESOURCES	\$246.75
V02144 MINNESOTA ENERGY RESOURCES	\$86.16
V02144 MINNESOTA ENERGY RESOURCES	\$45.00
V02218 UNITED PARCEL SERVICE	\$102.00
V02247 HAWK CONSTRUCTION INC	\$17,100.00
V02271 VISIT GRAND RAPIDS INC	\$32,776.90
V03391 AMAZON CAPITAL SERVICES	\$459.63
V03429 OPERATING ENGINEERS LOCAL #49	\$143,081.00
V03439 SUPERIOR USA BENEFITS CORP	\$195.00
V03456 WM CORPORATE SERVICES, INC	\$2,905.51
V03558 WEX INC	\$3,111.54
V03576 CITY OF KEEWATIN	\$312.60
V03831 NORTHERN DRUG SCREENING INC	\$30.00
V03903 LANCE KUSCHEL	\$47.00
V03911 Lakewood Heights Apartments LLC	\$28,151.26
V03967 LOFFLER COMPANIES INC	\$447.80
V04066 ITASCA COUNTY SHERIFFS DEPT	\$2,992.07
V04114 MARCO TECHNOLOGIES, LLC	\$97.85

Item 2.

Item 2.

Department Summary Report

V04114 MARCO TECHNOLOGIES, LLC	\$276.19
V04119 ICTV - Grand Rapids	\$8,279.91
V04167 MN STATE RETIREMENT SYSTEM-GR	\$33,595.71
V04222 TROY SCOTT	\$64.49
V04230 HOLIDAY STATIONSTORES LLC	\$225.50
V04302 VISA	\$2,134.71
V04312 CHAD KEECH	\$58.00
V04366 LAKE COUNTRY POWER	\$53.71
V04378 PAUL BUNYAN COMMUNICATIONS	\$1,648.85
V04382 PUBLIC UTILITIES COMMISSION	\$7,640.65
V04408 ITASCA COUNTY TREASURER	\$40.94

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$335,784.43

TOTAL ALL DEPARTMENTS: \$ 530,398.28





REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 25, 2025

AGENDA ITEM: Consider allowing the police department to enter a contract with Rampart

Audit LLC for the purposes of fulfilling Minnesota statute 13.824 requirement to audit Automated License Plate Readers (ALPR)

PREPARED BY: Chief Andy Morgan

BACKGROUND:

All Minnesota Law Enforcement Agencies that utilize Automatic License Plate Readers (ALPR) are mandated to participate in independent, biennial audit to ensure compliance with MN 13.824.

GRPD utilizes such technology

- 1. Within all squad cars
- 2. Incoming FLOCK Technology

Rampart Audit LLC is one of the few audit companies in the state that conduct these audits for police departments. The proposed contract for this required audit is \$3,724.80.

We already utilize Rampart Audit LLC for mandated Body Worn Camera (BWC) biennial audits. It is our intention to merge these two audits into a future to have all systems on the same audit schedule.

Participating in such audit ensures that our use remains compliant with MN 13.824.

REQUESTED COUNCIL ACTION:

Make a motion to approve the police department to enter a contract with Rampart Audit LLC for the purposes of fulfilling Minnesota statute 13.824 requirement to audit Automated License Plate Readers (ALPR)



Rampart Audit LLC

DATE 08/12/25

Dear Captain Ott,

Thank you for contacting Rampart Audit LLC regarding our (Automated) License Plate Reader (ALPR/LPR) auditing service. This letter serves to provide written documentation of our proposal.

We will audit the ALPR program of [Grand Rapids Police Department] for the two-year period from **inception through 08/13/2025**. These dates may change slightly depending on the actual date your department began utilizing ALPR technology. The purpose of this audit is to meet the requirements outlined in Minnesota Statute §13.824, as well as Minnesota Statute §626.8472, including but not limited to the following:

- 1. Whether ALPR data are properly classified under §13.824;
- 2. How ALPR data are collected, stored, and used Subd. 2
- 3. Whether ALPR data are destroyed in compliance with Subd. 3;
- 4. Whether the public log of use is maintained as described in Subd. 5;
- 5. Whether records are maintained as described in Subd. 6;
- 6. Whether access to ALPR data is limited and logged in accordance with Subd. 7;
- 7. Whether shared access, if any, is handled in accordance with Subd. 7;
- 8. Compliance with §626.8472, which governs written policies and procedures for ALPR systems, including documentation, oversight, training requirements and consequences as outlined in §13.09

We request a copy of their the agency's ALPR policy in electronic format.

Rampart's ability to perform the audit is contingent upon the agency being able to supply the requested reports (most can be produced on site). Those reports include:

- A list of any requests received from the public or other LE agencies for ALPR data during the audit period.
- A list ("audit trail") of any exported ALPR data during the audit period.
- The agency's public log of use, including information about how long they maintain the log.

- Either a list of all disclosable (there are exceptions for things like active investigations) stationary ALPR locations during the audit period, or a written statement from the CLEO or designee that the agency doesn't use stationary ALPRs.
- A list of the authorized users of ALPR data, along with their job title.
- An explanation of the process the agency follows to give an employee access to ALPR data.
- An audit report covering the entire two-year audit period that shows every instance when ALPR data was searched or otherwise accessed – not including the initial processing at the time of capture.
- A report showing all of the retained, non-exported ALPR data as of the date of the audit, so we can verify that data is being deleted as required.
- A report of any license plates searched (not just read by an ALPR but actually searched by a user) multiple times.
- During the audit, we'll review a random sample of LPR "reads" to verify that the system is only collecting the data it's supposed to.
- During the audit, we'll review a random sample of LPR "hits" to review the processing and any action taken.
- During the audit, we'll review a random sample of exported LPR data to review the circumstances of the export and the reason(s) for the extended retention.

The objective of our engagement is the completion of the audit and, upon its completion and subject to its findings, the rendering of our report. As you know, the implementation and operation of the ALPR system, including compliance with relevant Minnesota statutes, is the responsibility of your agency. Accordingly, our procedures will include obtaining written confirmation from the [Grand Rapids Police Department] concerning key representations upon which we will rely.

We will plan and perform our audit to obtain reasonable, but not absolute, assurance that [Grand Rapids Police Department]'s ALPR policy and practices are substantially compliant with §13.824, §626.8472 and §13.09. Accordingly, there is a risk that errors, irregularities, or legal noncompliance, if present, might not be detected. If such matters come to our attention during the audit, we will inform you. Should you wish to expand the scope of our procedures, we would be happy to discuss a separate engagement for that purpose.

Please Note: Minnesota Rules require a department to submit the report to the all the mandated legislature personnel within 30 (thirty) days of the audit's completion. For statutory and timeline purposes, the audit is not complete until we have finished our final written report after the in-person portion of the audit. You will receive a copy of our final report when all audit findings and any reconciliations are complete. Payment must be remitted prior to delivery of the final report. You will receive an invoice upon the completion of the in-person portion of the audit. Please note that completion of the formal report may exceed four (4) weeks.

Our billings for the services described in this letter total \$3,724.80 as itemized in the attached quote. Any out-of-pocket expenses will be discussed in advance (although they are rare and not anticipated). This engagement includes only those services specifically described herein. Payment is DUE IN FULL within 15 days of the in-person audit. Any requested appearances before boards, agencies, or judicial proceedings arising from this engagement will be billed separately.

We appreciate the opportunity to serve your department. If you agree with the terms of this letter, please return a signed copy for our files, after which we will coordinate to schedule a mutually agreeable audit date.

Sincerely,
Rampart Audit LLC
Daniel E. Gazelka
Owner/Auditor

The foregoing letter fully describes our understanding and is accepted by us.

[Grand Rapids Police Department], State of Minnesota

Date [CLEO (or authorized representative) Name, Title]

Signature

Rampart Audit LLC P.O. Box 630202 Nacogdoches, TX 75963



Grand Rapids Police Department 420 N Pokegama Ave Grand Rapids, MN 55744

INVOICE

Invoice # 025080140

Invoice Date 08/14/2025

Due Date 08/14/2025

Item	Description	Unit Price	Quantity	Amount
iteiii	Description	Office Control	Quantity	Amount
Service	Base ALPR audit package	3500.00	1.00	3,500.00
	Federal mileage rate	0.70	224.00	156.80
	Per diem & incidentals	68.00	1.00	68.00
		Subtotal		3,724.80
		Total		3,724.80
		Amount Paid		0.00
		Balance Due		\$3,724.80





REQUEST FOR COUNCIL ACTION

AGENDA DATE: 8-25-25

AGENDA ITEM: Consider a subordinate agreement related to special assessments.

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

The city has levied a special assessment on property described in the attached document. The homeowner is refinancing their property. The lending agency is requesting that the city subordinate the special assessments. There is no risk to this request. If the homeowner defaults, the city can simply reassess the assessment.

REQUESTED COUNCIL ACTION:

Make a motion to approve the attached subordinate agreement.

After recording return to: Madison Settlement Services, LLC 580 Carlisle Street, Suite B Hanover, PA 17331 File No. MSS-25-13201

This document prepared by: Frank P. Dec, Esq. 8940 Main Street Clarence, NY 14031 866-333-3081

Subordination Agreement

Date:	
Property (the legal description of the Property under the Junior Lien): See Attached Exhibit	: "A"
Property Address: 204 Southeast 3rd Avenue, Grand Rapids, MN 55744	
Financing Agreement (Service Lien Repairs):	
Dated: 09/09/2022 Between: Aaron Kalstad and Jessica Kalstad (formerly Jessica Preeck), husband and wife an Grand Rapids, a Minnesota Municipal Corporation Recorded: 09/22/2023 Recording information: Document Number A000775070, in the Official Records of Itasca Cof Minnesota.	·
The City of Grand Rapids shall hereinafter be known as the "Subordinating Party".	
Refinance Mortgage	
Date: Borrower: Aaron Kalstad and Jessica Kalstad, husband and wife New Lender: Village Capital & Investment, LLC Recorded: Original principal amount not to exceed: \$142,450.00 Recording information (when available): Document Number Official Records of Itasca County, State of Minnesota.	_, in the
Subordinating Party is the owner and holder of the Financing Agreement and obligations sec Financing Agreement; the Financing Agreement is a lien on the title to the Property or an in title.	

For value received and to induce the New Lender to enter into the Refinance Mortgage, Subordinating Party unconditionally subordinates its lien on, and all other rights and interests in, the title to the Property resulting from the Financing Agreement to the lien on, and all other rights and interests in, the title to the Property resulting from the Refinance Mortgage.

Subordinating Party agrees that its lien on, and all other rights and interests in, the title to the Property resulting from the Financing Agreement will remain subordinate to the lien on, and all other rights and interests in, the title to the Property resulting from the Refinance Mortgage regardless of any renewal or extension of the Refinance Mortgage.

When the context requires, singular nouns and pronouns include the plural. Mortgage means mortgage, deed of trust, trust deed or other security instrument.

Subordinating Party:
City of Grand Rapids
By: Print Name: Title:
STATE OF) COUNTY OF)
The foregoing instrument was acknowledged before me this day of, the
, by the of The City of Grand Rapids, a Minnesota Municipal Corporation.
Signature of Notary Public or other Official
Print Name:
My commission expires:

EXHIBIT A LEGAL DESCRIPTION

All real property in Itasca County, Minnesota, described as follows:

Lots 1 and 2, Block 56, and the South 30 feet of vacated Second Street Southeast lying adjacent to said Lot 1, Town of Grand Rapids, Itasca County, Minnesota.

Parcel ID Number: 91-410-5610

Property commonly known as: 204 Southeast 3rd Avenue, Grand Rapids, MN 55744





REQUEST FOR COUNCIL ACTION

AGENDA DATE: 08/25/2025

AGENDA ITEM: Consider approving budgeted purchase of two new servers.

PREPARED BY: Erik Scott

BACKGROUND:

The IT Department has received quotes on two new servers. These servers will enhance and expand the City's backup strategy. With the project to replace our virtual server cluster in progress, we are taking the opportunity to also enhance our backup infrastructure. We have selected the low quote from SHI in the amount of \$21,938.00. This expense is accounted for in the 2025 Capital Budget and came in under the budget of \$24,000

REQUESTED COUNCIL ACTION:

Make a motion to accept low quote from SHI and approve the purchase of two new servers in the amount not to exceed \$22,500.



Pricing Proposal

Elijah Elster

Email: Elijah_Elster@shi.com

\$10,969.00

Phone:

2

Fax:

Quotation #: 26513285 Created On: 8/12/2025 Valid Until: 8/29/2025

MN-City of Grand Rapids

Erik Scott

420 N POKEGAMA AVE ATTN:ACCTS PAYABLE GRAND RAPIDS, MN 55744

United States Phone: 2183267600

Fax:

Email: escott@grandrapidsmn.gov

All Prices are in US Dollar (USD)

Product Your Price Qty Total

1 PowerEdge R750 Server Dell - Part#: 3000193300654.1

Contract Name: OMNIA Partners - IT Solutions

Contract #: 2018011-02

Subtotal	\$21,938.00
Total	\$21,938.00

\$21,938.00

Additional Comments

Dell has a no-returns policy on all hardware products. If an item is DOA, missing, wrong, or visibly damaged in transit, SHI must be notified within 20 days.

Due to the potential impact of any current or future tariffs, the price and availability of hardware items on this quote may be subject to change.

Maximize your technology's lifecycle with SHI's services to recover, redeploy, remarket, and recycle your devices. For more information, contact AssetRecoveryServices@SHI.com

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

SHI SPIN: #143012572

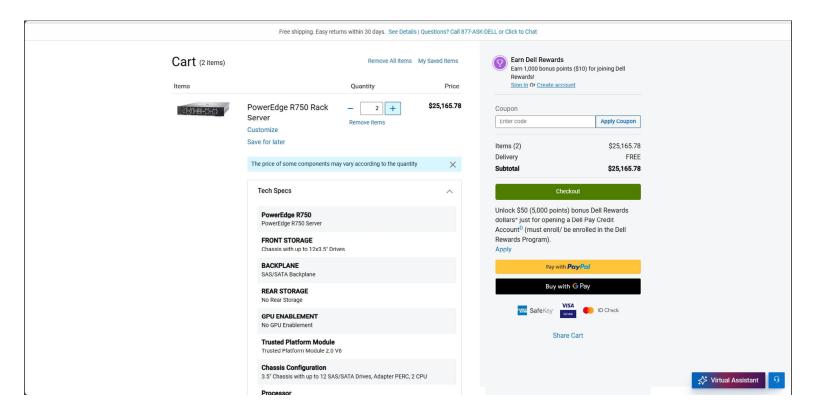
SHI-GS SPIN (For Texas customers ONLY): #143028315

For E-rate SPI orders, applicant shall be responsible for payment of any outstanding or ineligible costs if USAC rejects reimbursement claim in whole or in part.

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date set above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order.

Item 5.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.







REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 25, 2025

AGENDA ITEM: Adopt a Resolution Accepting a FAA Grant in the amount of \$297,788

for the Vehicle Gate Replacement Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

PREPARED BY: Matt Wegwerth

BACKGROUND:

This project includes the replacement of two vehicle gates the Grand Rapids / Itasca County Airport. The FAA will be covering 95% of the project costs, the State of Minnesota will cover 2.5% and the local share is 2.5%. The local share is split with the County 50/50, which equals a City amount of \$3,918.27.

This is a budgeted project for 2025.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a FAA Grant in the amount of \$297,788 for the Vehicle Gate Replacement Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

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

RESOLUTION NO. 25-

A RESOLUTION ACCEPTING A \$297,788 GRANT FROM THE FAA FOR THE VEHICLE GATE REPLACEMENT PROJECT AT THE GRAND RAPIDS/ITASCA COUNTY AIRPORT

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 \$297,788 grant from the FAA for the Vehicle Gate Replacement Project at the Grand Rapids/Itasca County Airport and furthermore authorizes the Mayor and City Clerk to execute the associated grant agreement.

Adopted this 25 th day of August, 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.





REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 25, 2025

AGENDA ITEM: Consider entering into an agreement with SEH for the Grussendorf Trail

Boardwalk project

PREPARED BY: Matt Wegwerth

BACKGROUND:

The Grussendorf Trail was originally constructed in 2007 and includes a boardwalk that connects Pine Ridge Drive to 7th Avenue SE. This boardwalk has deteriorated over the years and needs to be replaced. The agreement with SEH covers review of the current structure, recommendations on repairs/replacements, cost analysis and funding options. Grant opportunities will be explored once a solution is established.

Two proposals were received, summarized below:

SEH - \$7,500 Bolton & Menk - \$19,425

This project will be funded by PIR.

REQUESTED COUNCIL ACTION:

Make a motion to enter into an agreement with SEH for the Grussendorf Trail Boardwalk project for a lump sum fee of \$7,500.



August 19, 2025

RE: City of Grand Rapids Grussendorf Trail Boardwalk

Matt Wegwerth, PE
Public Works Director / City Engineer
City of Grand Rapids
420 N Pokegama Ave
Grand Rapids, MN 55744

Dear Mr. Wegwerth:

We are pleased to present our professional services to the City of Grand Rapids for the field examination of the Boardwalk at Grussendorf Trail. SEH and the City of Grand Rapids have established a productive partnership through previous projects, and we anticipate another successful collaboration with this opportunity.

Scope:

Our scope of work includes a site visit to assess the current condition of the boardwalk, followed by a thorough evaluation to determine the appropriate course of action including permitting requirements and funding opportunities.

Following our assessment, we will provide recommendations for either repairs to the existing structure or complete replacement, as warranted. Additionally, we will prepare an opinion of probable cost for the proposed repairs or replacement to assist the City in effective planning and decision making.

Fee

This proposal is limited to the services described above. We propose to provide these services for a lump sum fee of \$7,500. This amount includes anticipated travel expenses and accounts for any unforeseen conditions or circumstances that may arise during the field visit, as well as potential repair evaluations.

If this document satisfactorily sets forth your understanding of our agreement, please sign and return a copy of this letter to our office.

Matt Wegwerth, PE August 19, 2025 Page 2

We appreciate the opportunity to continue delivering professional services to the City of Grand Rapids. We look forward to collaborating with you, your team, and the community to provide this service.

Sincerely,	
SHORT ELLIOTT HENDRICKSON INC.	
Nathan C Klopp, PE Senior Engineer (Lic. MN, ND, SD, WI)	
Approved this day of	, 2025
City of Grand Rapids, Minnesota	
Ву	
Title	

Phone: (218) 571-4347

Bolton-Menk.com



Real People. Real Solutions.

August 20, 2025

Matt Wegwerth
Public Works Director/City Engineer
City of Grand Rapids
420 N Pokegama Ave
Grand Rapids, MN 55744

RE: Proposal of Services – Grussendorf Park Boardwalk

Dear Matt,

On behalf of Bolton & Menk, Inc., we thank you for the opportunity to present this scope and fee letter in response to the City of Grand Rapids request to evaluate recommendations relative to the Grussendorf Park Boardwalk.

This proposal describes our understanding of the project, defines the scope of work, and provides you with an estimate of the cost of our services. The following project scope and proposed fees have been broken into five primary tasks – project management and meetings; existing conditions documentation; alternatives analysis; funding; and summary reporting.

Our understanding is that the evaluation and reporting is to be completed by November 2025. The summary report containing the existing condition assessment, alternatives analysis, permitting and funding information, and cost estimates for future work are considered milestones in the project development process.

We appreciate the opportunity to work with the City of Grand Rapids and look forward to developing great working relationships with the staff and council. Please feel free to contact me with any questions or comments regarding the services proposed herein at james.archer@bolton-menk.com or 612-205-5160.

Sincerely,

Bolton & Menk, Inc.

Jim Archer, PE

Principal Structural Engineer

Cc:

Andy Brotzler, PE, Bolton & Menk, Inc.

Name: Proposal of Services - Grussendorf Park Boardwalk

Date: August 20, 2025

Page: 2

Project Understanding

The Boardwalk at Grussendorf Park is showing signs of deterioration and needs evaluation. The City of Grand Rapids has concerns about the safety and integrity of the boardwalk and has requested assistance with analyzing the existing structure and developing recommendations for repair and/or alternatives for replacement. Bolton & Menk has developed the following understanding of the current condition, desired services, and path forward.

Based on electronic review of the existing boardwalk, we understand the current boardwalk system to be as follows:

- The current boardwalk is approximately 230 feet long
- The current design appears to be comprised of an approximately 10-foot-wide decking surface, with 42-inch to 52-inch timber framed handrails.
- The current alignment meanders through a sparce timber area with little perceived wetland.

The following criteria are often considerations when rehabilitating or replacing pedestrian or trail infrastructure.

- Maintain the existing alignment of the boardwalk to the extent possible. Desire to minimize additional impacts to vegetation, environmental disturbances, and for ease of construction.
- Boardwalk should be ADA accessible and constructed of durable materials.
 - o Toe rail vs. full railing.
- Emphasis on minimizing environmental disturbances.

Based on this understanding, Bolton & Menk proposed the following scope of services to complete the Boardwalk Replacement Study.

Project Tasks

Task 1: Project Management

Provide accurate and timely coordination and facilitation services for the duration of the project, including meetings with project stakeholders.

Subtask 1.1: Daily Management & Meetings

This will include day-to-day communication with Grand Rapids staff. Monthly invoicing, progress reports, cost and scheduling updates, billing preparation, and other non-technical work will be included under this task.

Meetings are an important aspect of any study to understand the issues, collect information, and present findings. Up to two meetings with project team members and city or park staff are proposed for the study.

Task 2: Existing Conditions Documentation

To develop recommendations for the replacement of the boardwalk, it's critical to review the site and existing boardwalk system. This review would include an up-close analysis and documentation of the current boardwalk configuration to determine feasibility of re-use.

Subtask 2.1: Site Visit and Documentation

Key team members will visit and review the site and existing boardwalk system. We anticipate this visit will be conducted in coordination with city park staff. Our team will collect valuable geometric information, specific connection detailing information, and inventory the in situ conditions of the existing system.

Name: Proposal of Services – Grussendorf Park Boardwalk

Date: August 20, 2025

Page: 3

Subtask 2.2: Permitting

Staff in our environmental practice area will develop a list of permitting agencies and contacts likely involved in this work. The list will include agency involvement, triggers, permit fees, review schedules, contacts, and a cost estimate for our team to provide these services in the final design phase.

Deliverables: General permitting guidelines

No permit applications are included in this scope.

Similarly, no drawings, plans or details are included in this scope of work.

Task 3: Alternative Analysis

Based on outcomes of the review of the existing system, our team will prepare a cost/benefit analysis for up to four alternatives. Upon completion of this phase, we anticipate a coordination meeting with city staff will occur to rank/prioritize alternatives and recommend a preferred alternative. Meeting anticipated: *Mid-October 2025*

Subtask 3.1: Rehabilitation of Existing Structure

If determined the existing system can be salvaged our team will approximate the rehabilitation effort using in kind or new/alternate materials.

Subtask 3.2: Total Structure Replacement

We will review the feasibility of four replacement alternatives which can include floating or temporary systems, or more permanent, in-place systems which use helical piles and engineered beams. This analysis will include various materials, including

- Cedar timber
- Treated timber
- Composite materials
- A combination of these materials in various configurations
- Replacement with a proprietary system like that offered by EZ Dock

Deliverables: Layout plans, cost/benefit analysis spreadsheet, and cost estimate for each alternative. *Preliminary report out meeting and review with city staff.*

Task 4: Funding & Grant Opportunities

Upon award, our funding team will compile a list of potential funding sources for the project. The list will include information specific to the funding source including due dates.

Deliverables: List of potential grant opportunities

No funding applications will be completed as part of this task.

Task 5: Summary Report

Upon completion of the field review, existing conditions, and analysis, we will compile all findings into a comprehensive summary document that includes photographs, findings, and corresponding construction estimates.

Deliverables: Summary report document

Final report out meeting and review with city staff.

(First week of November 2025)

Name: Proposal of Services - Grussendorf Park Boardwalk

Date: August 20, 2025

Page: 4

Key Staff

The team in this section will work directly with the city to deliver the boardwalk study. In addition to the identified team, Bolton & Menk has more than 1,000 specialty staff capable of engaging in varying capacities should the project require.

Jim Archer, PE is a principal structural engineer who began his career in 2002. Prior to joining Bolton & Menk, Jim served as a senior bridge engineer for Hennepin County. He has experience in both public service and consulting environments as they relate to bridge design, construction, safety inspection, and program management activities. His knowledge and expertise in asset management give him a unique understanding of the effects structural designs have on project budgets as well as long-term maintenance activities. James's work includes preliminary and final bridge design, bridge safety inspection, bridge rehabilitation, and project management. He has worked on several boardwalk projects during his tenure as a professional engineer and enjoys the unique challenges these projects present. Jim will serve as principal-in-charge and lead structural engineer on the project.

Andy Brotzler, PE is a municipal senior project manager who began his career in 1995. Having served as both a consultant city engineer and on-staff public works director, he brings a collaborative approach to project delivery. Andy has extensive experience leading public engagement processes for diverse and complex projects and understands the value that effective engagement brings to developing the right solutions. He is an expert in working with the public, agency representatives, and elected officials to communicate project information and support the advancement of projects and initiatives. His project experience ranges from locally funded projects that follow Minnesota Statute 429 to state aid and federally funded county and state highway and trail projects. Andy is passionate about working as a team to find the right solutions for our clients and will remain available to the city during all phases of the project.

Thomas Doherty, PE, is a structural design engineer who began his career in 2018. Passionate about creating and designing structures that help us all to better interact with our communities, Thomas has experience in vertical structures, global system design, and local detailing design. He takes pride in ensuring the project fits the clients' vision and makes life better for the community. Having developed timber details and design alternatives for several boardwalks, Tom is familiar with the structural member options for both repair and replacement alternatives.

Schedule

The analysis of existing boardwalk system will be weather dependent but should be completed within two weeks of the notice to proceed. In conjunction, we will begin compilation of both permitting and funding lists for inclusion at our first meeting – anticipated mid-October. We anticipate substantial completion and summary documents on or before October 31, 2025, with a final report out meeting the first week of November 2025.

Costs

The estimated hours and associated fees for the study are included in the attachment at the end of this document with a detailed cost breakdown provided below.

Basis of Payment

The total estimated not-to-exceed hourly fee for the project scope as described above is \$19,500.00 It is understood that if the duration, scope, or extent of work changes the budget will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from the City of Grand Rapids.

Name: Proposal of Services – Grussendorf Park Boardwalk

Date: August 20, 2025

Page: 5

DETAILED COST ESTIMATE

CLIENT: PROJECT:	Grand Rapids, Minnesota Grussendorf Trail Boardwalk Study	BOLTON & MENK, INC.					
TASK NO.	WORK TASK DESCRIPTION	Principal-in- Charge	Client & Project Manager	Structural Engineer	EIT / Technician	Total Hours	Total Cost
1.0	Project Management & Meetings	6	6	4	4	20	\$4,156
2.0	Existing Conditions Documentation	1	2	20	4	27	\$4,519
3.0	Alternative Analysis (Preliminary Layouts & Estimates)	6	2	32	16	56	\$9,364
4.0	Funding /Grant Opportunities	0	2	4	2	10	\$1,386
5.0	Summary Report	2	1	4	4	11	\$1,937
	TOTAL HOURS	15	13	64	30	124	
	AVERAGE HOURLY RATE SUBTOTAL	\$261.00 \$3,915	\$235.00 \$3,055	\$163.00 \$10,432	\$132.00 \$3,960		

TOTAL FEE \$19,425

All printing, mileage, etc. is included in the hourly rates





REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 25, 2025

AGENDA ITEM: Consider rehiring seasonal part-time employee at Yanmar Arena and

consider wage increase for two part-time employees at the arena.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Dale Anderson is requesting the rehiring of Josh Saunders as Maintenance Shift Lead at Yanmar Arena, for a seasonal part-time position that will begin September 1, 2025, through April 30, 2026, with an hourly rate of pay of \$25.50, which is a \$.50 increase from his last year's wage, which is the same increase as other part-time and seasonal employees received.

Dale also has two part-time employees at Yanmar arena, John Arnold and James Carlson. He is requesting to increase their wage by \$.50 per year as follows:

John Arnold, part-time Civic Center Maintenance Shift Lead, with an hourly rate of pay of \$20.50 per hour, beginning September 1, 2025.

James (Jim) Carlson, part-time Civic Center Maintenance Shift Lead, with an hourly rate of pay of \$21.50 per hour, beginning on September 1, 2025.

These two part-time employees are again receiving the same increase as other part-time and seasonal employees, per the approved pay range for part-time, seasonal, and temporary employees.

These salaries are included in the 2025 budget and the preliminary 2026 budget.

REQUESTED COUNCIL ACTION:

Make a motion to rehire Josh Saunders as Maintenance Shift Lead at Yanmar Arena, for a seasonal part-time position that will begin September 1, 2025, through April 30, 2026, with an hourly rate of pay of \$25.50; and approve increasing the hourly wage of John Arnold and James (Jim) Carlson, to the hourly wage listed above, beginning September 1, 2025.





REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 25, 2025

AGENDA ITEM: Consider approving a purchase agreement with Leland Snyder for the

sale of city owned parcels.

PREPARED BY: Will Richter

BACKGROUND:

Leland Snyder has expressed interest in purchasing city owned property adjacent to the parcel where his home sits at 302 SE 9th Ave. Staff have determined the city owned parcels are not needed for a public purpose. These parcels are unlikely to develop due to lack of improved road access in the abutting SE 10th Ave. right-of-way. A purchase agreement has been negotiated where Mr. Snyder pays the total Estimated Market Value (EMV) of the property (\$18,500) - and all closing costs. Attached to the RCA is a copy of the purchase agreement and set of maps illustrating Mr. Synder's current property and the proposed purchase along with a table of parcel ID(s), parcel area(s), and EMV(s).

REQUESTED COUNCIL ACTION:

Make a motion to approve a purchase agreement with Leland Snyder for the sale of City owned parcels as described in the RCA attachments.

2025



PURCHASE AGREEMENT:

VACANT LAND (RESIDENTIAL)

This form approved by the Minnesota Association of REALTORS*, which disclaims any liability arising out of use or misuse of this form.

© 2024 Minnesota Association of REALTORS*

July

28

			1.	Date	July		28	2025
			2.	Page 1	l			
BUYER(S): Le	aland A Snyder							
								
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Five Hundre					•			
shall be delive	ered to listing broker, or	r, if checked, to	Sellers nev Holder")-	Title	Co	no later t	than two	(2) Business
Days after Fir of Earnest Mo	al Acceptance Date. I oney Holder as specif Date, whichever is late	Buyer and Seller a fied above within t	gree that	earnest	money shal	l be deposited	d in the ti	rust account
Said earnest	money is part payme	nt for the purchase	e of the p	roperty	located at			
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		CLOSI	NG DA	TE:				

Minnesota Realtors TRANSACTIONS 39

	38. Page 2 Date July 28 2025
39.	Property located at TBD Village of GR lots Mn 55744
40.	MORTGAGE FINANCING:
41.	This Purchase Agreement IS IS NOT subject to the mortgage financing provisions below. If IS, complete the
42. 43.	MORTGAGE FINANCING section below. If IS NOT, proceed to the SELLER'S CONTRIBUTIONS TO BUYER'S COSTS section.
44. 45.	Such mortgage financing shall be: (Check one.) FIRST MORTGAGE only FIRST MORTGAGE AND SUBORDINATE FINANCING.
46. 47. 48. 49. 50.	Buyer shall apply for and secure, at Buyer's expense, a: (Check all that apply.) CONVENTIONAL OR PRIVATELY INSURED CONVENTIONAL DEPARTMENT OF VETERANS' AFFAIRS ("DVA") GUARANTEED FEDERAL HOUSING ADMINISTRATION ("FHA") INSURED UNITED STATES DEPARTMENT OF AGRICULTURE ("USDA") RURAL DEVELOPMENT
51. 52.	mortgage in the amount stated in this Purchase Agreement, amortized over a period of not more than
53. 54. 55. 56.	years, with an initial interest rate at no more than percent (%) per annum. The mortgage application IS TO BE MADE WITHIN FIVE (5) BUSINESS DAYS after the Final Acceptance Date. Buyer agrees to use best efforts to secure a commitment for such financing and to execute all documents required to consummate said financing.
57. 58.	MORTGAGE FINANCING CONTINGENCY: This Purchase Agreement is contingent upon the following and applies to the first mortgage and any subordinate financing. (Check one.)
59. 60. 61. 62.	If Buyer cannot secure the financing specified in this Purchase Agreement, and this Purchase Agreement does not close on the closing date specified, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be REFUNDED TO BUYER FORFEITED TO SELLER.
63. 64. 65.	NOTE: If this Purchase Agreement is subject to DVA or FHA financing, FORFEITED TO SELLER may be prohibited. See the following DVA and FHA Escape Clauses. OR
66.	Buyer shall provide Seller, or licensee representing or assisting Seller, with the Written Statement, on
67.	or before
68. 69. 70. 71. 72.	For purposes of this Contingency, "Written Statement" means a Written Statement prepared by Buyer's mortgage originator(s) or lender(s) after the Final Acceptance Date that Buyer is approved for the loan(s) specified in this Purchase Agreement, including both the first mortgage and any subordinate financing, if any, and stating that an appraisal, satisfactory to the lender(s), has been completed or the lender(s) has waived the appraisal and stating conditions required by lender(s) to close the loan.
73. 74. 75. 76. 77. 78.	Upon delivery of the Written Statement to Seller, or licensee representing or assisting Seller, the obligation for satisfying all conditions required by mortgage originator(s) or lender(s), except those conditions specified below, are deemed accepted by Buyer: (a) work orders agreed to be completed by Seller; (b) any other financing terms agreed to be completed by Seller here; and (c) any contingency for the sale and closing of Buyer's property pursuant to this Purchase Agreement.

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		79.	Page 3	Date July	28	2025
80.	Property located at TBD Village of GR lots				Mn 5	5744
81. 82. 83. 84. 85. 86.	Upon delivery of the Written Statement, if this Purchas ANY REASON relating to financing, including, but not I may, at Seller's option, declare this Purchase Agreene canceled. If Seller declares this Purchase Agreeme Cancellation of Purchase Agreement confirming said be FORFEITED TO SELLER as liquidated damages. allowed by law.	limited nent d ent ca canc	d to interest canceled, i inceled, Br ellation and	rate and discount pension which case this P Luyer and Seller sha didirecting all earne	oints, if any, urchase Ag all immediat st money p	then Seller preement is tely sign a aid here to
88. 89. 90. 91. 92. 93.	Notwithstanding the language in the preceding para canceled if the reason this Purchase Agreement does (a) Seller's failure to complete work orders to the ext (b) Seller's failure to complete any other financing ter (c) any contingency for the sale and closing of Buye as specified in the contingency for sale and closing	ent re rms a er's pr	close was o equired by to greed to be operty pure	due to: this Purchase Agree e completed by Selle suant to this Purcha	ment; er here; or	
94. 95. 96. 97. 98.	If the Written Statement is not provided by the date sp Purchase Agreement canceled by written notice to Buy in which case this Purchase Agreement is canceled canceled, Buyer and Seller shall immediately sign a Canceled and directing all earnest money paid here to be	ver at a d. In cellati] RE	any time pri the event on of Purch TAINED B	or to Seller receiving Seller declares this ase <i>Agreement</i> confi	the Written Purchase rmingsaidc UNDED To	Statement, Agreement ancellation O BUYER.
99. 100. 101. 102.	If the Written Statement is not provided, and Seller he Purchase Agreement is canceled as of the closing day shall immediately sign a Cancellation of Purchase pearnest money paid here to be RETAINED BY SE	ate sp <i>Agree</i>	ecified in ti ment conf	nis Purchase Agreer irming said cancella	nent. Buyer	r and Seller
103. 104. 105. 106.	LOCKING OF MORTGAGE INTEREST RATE ("RATE" (Check one.) WITHIN FIVE (5) BUSINESS DAYS OF FINAL ACCEI AT ANY TIME PRIOR TO CLOSING OR AS REQUIRE	PTAN	CE DATE;	OR	ne lender(s)	by Buyer:
108. 109. 110. 111.	LENDER COMMITMENT WORK ORDERS: Seller agree make repairs as required by the lender commitment. If the the cost of making said repairs shall exceed this amount, (a) making the necessary repairs; or (b) negotiating the cost of making said repairs with Buye (c) declaring this Purchase Agreement canceled, in which shall immediately sign a Cancellation of Purchase agreement money paid here to be refunded to Buyer, union or escrow amounts related thereto above the amount SELLER BUYER agrees to pay any reinspection for the content of the content o	lender, Selle er; or case to Agree less E	er commitment shall have this Purcha ment configurer proving the commitment of the commi	ent is subject to any the following options se Agreement is can irming said cancelled des for payment of the	celed. Buye ation and c	er and Seller directing all said repairs
118. 119. 120.	FHA ESCAPE CLAUSE (FHA Financing only): "It is ex of this contract, the purchaser shall not be obligated to c incur any penalty by forfeiture of earnest money depos accordance with the Department of Housing and Urban statement by the Federal Housing Commissioner, Department	omple its or Devel	ete the pur otherwise lopment ("l	chase of the Properl , unless the purcha HUD")/FHA or DVA	ty described ser has bed requirement	d here or to en given in ts a written
122.	setting forth the appraised value of the Property as not le	ess tha	an \$	e)		•
124.	The purchaser shall have the privilege and option of procto the amount of the appraised valuation. The appraised HUD will insure; HUD does not warrant the value nor the himself/herself that the price and condition of the Property	valuat ne cor	ion is arrivendition of t	ed at to determine the Property. The pu	ne maximun	n mortgage
	LENDER PROCESSING FEES (FHA, DVA Financing				er's closin	g fees and
	miscellaneous processing fees which cannot be charged This amount is in addition to Seller's Contributions to Bus		-			Minnes

		130.	Page 4	Date July	28	2025
131.	Property located at TBD Village of GR lots				Mn 5	5744
	DVA FUNDING FEE (DVA Financing only): Pursuant to amount, not otherwise waived, must be paid at the closi				ling Fee bas	ed on loan
134.	paid by Buyer	☐ AT	CLOSING	G ADDED TO N	IORTGAGE	AMOUNT
135.	paid by Seller			Crieck Orie.)		
136.	NOTE: DVA regulations limit the fees and charges Bu	uyer ca	n pay to d	obtaiπ a DVA Ioan.		
137. 138. 139. 140. 141. 142.	price or cost exceeds the reasonable value of this Proper purchaser shall, however, have the privilege and option o	purcha ase of t erty esta f proce	iser shall n he Proper ablished b eding with	ot incur any penalty ty described here, if y the Department o the consummation	by forfeiture the contrac f Veterans' A of this contra	e of earnest of purchase Affairs. The
143. 144.	NOTE: Verify DVA requirements relating to payme annual installments of special assessments				ied and per	nding, and
145.	OTHER MORTGAGE FINANCING ITEMS:					
146.						
147.	SELLER'S CONTRIBUTION	NS TO	BUYE	R'S COSTS:		
148.	Seller IS X IS NOT contributing to Buyer's costs. If an	swer is	IS, Seller a	agrees to pay at clos	ing, up to: (C	Check one.)
149.	\$					
150.						
	towards Buyer's closing fees, title service fees, title search					
152.		llowabl	ebylender	r, ifany, and/ormortga	agediscount	points.Any
153.	and the second s	llowabi	e costs, c	or which cannot be	used becau mente shall	he retained
154. 155.		llowed r	by law of th	y mortgage require	nono, snan	De retained
156.						
157.	lender. All funds paid by Seller on behalf of Br	uyer mı	ust be sta	ted on the Closing	Disclosure	at closing.
158.		'S PF	ROPER	IY:		
	(Check one.)	والمستعلم	a da Diimit	A	ala of Division	de Dramati
160. 161.	This Purchase Agreement is subject to an Additional Contingency for the sale of Buyer's property. (If				ale of Buyer	s Property
162.		CHECKE	u, see all	ached Addendam.,		
163.		the eur	ooooful o	looing on the Rive	ur'e proportu	located at
164.		tile sut	cessiui c		s scheduled	
				•		
165. 166. 167. 168. 169. 170.	property does not close by the closing date spe is canceled. Buyer and Seller shall immediately cancellation and directing all earnest money paid supersedes any other provision to the contrary	cified in sign a here to	n this Purc Cancellation be refund	on of Purchase Agri led to Buyer. The lan	is Purchase eement cont iguage in this	Agreement firming said sparagraph
172.		oility to p	perform or	n this Purchase Agr	ement with	out the sale
173.						
MN:P/	A:VL-4 (8/24)				_	

Minnesota Realtors® TRANSACTIONS

	174. Page 5 Date <u>July 28 2025</u>				
175.	Property located at TBD Village of GR lots Mn 55744				
176.	REAL ESTATE TAXES/SPECIAL ASSESSMENTS:				
	REAL ESTATE TAXES: Seller shall pay on the date of closing all real estate taxes due and payable in all prior years including all penalties and interest.				
179.	Buyer shall pay X PRORATED FROM DAY OF CLOSING ALL NONE				
180.	taxes due and payable in the year of closing.				
181.	Seller shall pay X PRORATED TO DAY OF CLOSING ALL NONE/12ths OF real estate taxes				
182.	due and payable in the year of closing.				
	Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which is not otherwise here provided. No representations are made concerning the amount of subsequent real estate taxes.				
185.	DEFERRED TAXES/SPECIAL ASSESSMENTS:				
186.	BUYER SHALL PAY K SELLER SHALL PAY on date of closing any deferred real estate taxes				
	(e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.				
188.	BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING X SELLER SHALL PAY ON				
	DATE OF CLOSING all installments of special assessments certified for payment, with the real estate taxes due and payable in the year or closing.				
191.	. BUYER SHALL ASSUME X SELLER SHALL PAY on date of closing all other special assessments levied as				
	of the Date of this Purchase Agreement. Notwithstanding the foregoing, Buyer shall assume any levied assessments that cannot be paid in the year of closing.				
194.	BUYER SHALL ASSUME X SELLER SHALL PROVIDE FOR PAYMENT OF special assessments pending as				
195. 196.	of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the assessments or less, as required by Buyer's lender.)				
	Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of which is not otherwise here provided.				
200.	As of the Date of this Purchase Agreement, Seller represents that Seller HAS X HAS NOT received a notice				
202. 203. 204. 205. 206. 207. 208.	regarding any new improvement project from any assessing authorities, the costs of which project may be assessed against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.				
210.	ADDITIONAL PROVISIONS:				
211.	PREVIOUSLY EXECUTED PURCHASE AGREEMENT: This Purchase Agreement IS X IS NOT subject to(Check one.)				
212.	cancellation of a previously executed purchase agreement dated				
214. 215.	(If answer is IS , said cancellation shall be obtained no later than If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a <i>Cancellation of Purchase Agreement</i> confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.)				

MN:PA:VL-5 (8/24)

				217.	Page 6	Date July	28	2025
218.	Propert	y located at TBD	Village of GR lots				Mn	55744
219.	SPECI/	AL CONTINGENCIES	: This Purchase Agreen	nent is s	ubject to	the following cor	ntingencies,	and if the
220. 221. 222.	this Pu	chase Agreement is	v are not satisfied or waiv canceled as of said date ing said cancellation and o	. Buyer a	and Seller	shall immediately		
223.	(Select	appropriate options a-	-k.)					
224.	(a)	Buyer obtaining a phy	ysical inspection of the Pr	operty, s	atisfactory	to Buyer.		
225. 226.	(b)	Buyer obtaining evide to Buyer.	nce of utility connections a	available,	and costs	for connection to th	ne Property,	satisfactor
227.	(c)	(Check one.)	ER shall provide a certif	icate of	survey of	the Property, at	BUYER [SELLER
228. 229. 230.	☐ (d)	Buyer obtaining ap BUYER SELLE(Check one.)		p of p	roposed	building plans a	and specifi	ications a
231. 232.	(e)	Buyer obtaining a BUYER SELLI (Check one.)		nip of	proposed	subdivision de	evelopment	plans a
233.	(f)	Buyer obtaining appr	oval of city/township for r	ezoning o	or use peri	mits at BUYER		expense.
234.	(g) Buyer obtaining, at BUYER SELLER expense, percolation tests which are acceptable to Buyer.							
235.	(h)	Buyer obtaining, at [BUYER SELLER e	xpense,	soil tests	which indicate tha	it the Prope	erty may be
236.		improved without ext	raordinary building metho	ds or cos	st.			
237. 238.	☐ (i)		oval of building plans and/ val of the architectural co	,		accordance with ar	ny recorded	subdivisio
239. 240.	□ (i)		BUYER SELLER ex (Check one.) /, satisfactory to Buyer.	pense, co	opies of al	l covenants, reserv	ations, and	restrictions
	as		, satisfactory to buyer.					
241.	∐ (k)	Other:						
242. 243.								
244.								
	Seller's	expenses for these co	ontingencies (if any) shall	not exce	ed \$			
246.	DEED/	MARKETABLE TITLE	: Upon performance by B	luver. Sel	ler shall de	eliver a: (Check one	a.)	
			PERSONAL REPR	•		<u> </u>	TRACT F	OR DEE
248. 249. 250. 251. 252. 253.	marketa (a) (b) (c)	able title, subject to building and zoning la restrictions relating to reservation of any mi	her:aws, ordinances, state and use or improvement of the neral rights by the State casements which do not in	d federal he Prope of Minnes	regulation rty withou ota;	ns; t effective forfeiture	•	•
254.	(e)	rights of tenants as	follows (unless specified	, not subj	ect to ten	ancies):		
255.						100		; an
256.	(f)	others (must be spec	ified in writing):					·
257.								

MN:PA:VL-6 (8/24)

2025

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

Date July

259.	Property located at TBD Village of GR lots	Mn	55744
260.	POSSESSION: Seller shall deliver possession of the Property: (Check one.)		
261.	IMMEDIATELY AFTER CLOSING; or		
262.	☐ OTHER:		
	Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE	from	the Property

258. Page 7

- 265. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity, 266. and natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining
- 267. gallons of fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.
- 268. <u>TITLE AND EXAMINATION</u>: Within a reasonable time period after Final Acceptance Date, Seller shall provide one of 269. the following title evidence options, at Seller's selection, which shall include proper searches covering bankruptcies, 270. state and federal judgments and liens, and levied and pending special assessments to Buyer or Buyer's designated 271. title service provider:
- 272. (a) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write 273. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title 274. 275. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if 276. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property, if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or 277. 278. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or 279. assisting Seller, upon cancellation of this Purchase Agreement.
- 280. (b) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract ("RPA") certified to date 281. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for 282. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract 283. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of 284. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (a) will 285. automatically apply.
- 286. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not 287. provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to make title marketable 288. or, in the alternative, Buyer may waive title defects by written notice to Seller. In addition to the thirty (30)-day 289. extension, Buyer and Seller may by mutual agreement further extend the closing date. Lacking such extension, 290. either party may declare this Purchase Agreement canceled by written notice to the other party, or licensee 291. representing or assisting the other party, in which case this Purchase Agreement is canceled. If either party declares 292. this Purchase Agreement canceled, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement 293. confirming said cancellation and directing all earnest money paid here to be refunded to Buyer.
- 294. SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS: If this sale constitutes or requires a subdivision of land owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This provision deals with the necessity of subdividing land to complete the sale of the Property described here in contrast to the subdivision provision of lines 231-232 which deals with the future development plans of Buyer. Seller warrants the legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of closing. Seller warrants that there is a right of access to the Property from a public right-of-way.
- 300. MECHANIC'S LIENS: Seller warrants that prior to the closing, payment in full will have been made for all labor,
- 301. materials, machinery, fixtures, or tools furnished within the 120 days immediately preceding the closing.

 302. NOTICES: Seller warrants that Seller has not received any notice from any governmental authority as to condemnation proceedings or violation of any law, ordinance, or regulation. If the Property is subject to restrictive covenants, Seller warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices received by Seller shall be provided to Buyer immediately. Discriminatory restrictive covenants (e.g. 306. provisions against conveyance of property to any person of a specified religious faith, creed, national origin, race, or
- 307. color) are illegal and unenforceable. An owner of real property may permanently remove such restrictive covenants 308. from the title by recording a statutory form in the office of the county recorder of any county where the property is located.

55744

PURCHASE AGREEMENT: VACANT LAND (RESIDENTIAL)

309. Page 8 Date <u>July</u> 28 2025

310. Property located at TBD Village of GR lots

- 311. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage, or acreage of land or improvements provided
- 312. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of
- 313. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.
- 314. ACCESS AGREEMENT: Seller agrees to allow Buyer reasonable access to the Property for performance of any
- 315. surveys, inspections or tests, or for water, sewer, gas, or electrical service hookup as agreed to here. Buyer shall
- 316. restore the premises to the same condition it was in prior to the surveys, inspections, or tests and pay for any
- 317. restoration costs relative thereto.
- 318. RISK OF LOSS: If there is any loss or damage to the Property between the Date of this Purchase Agreement and
- 319. the date of closing for any reason, including fire, vandalism, flood, earthquake, or act of God, the risk of loss shall
- 320. be on Seller. If the Property is destroyed or substantially damaged before the closing date, this Purchase Agreement
- 321. is canceled, at Buyer's option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels
- 322. this Purchase Agreement, Buyer and Seller shall immediately sign a Cancellation of Purchase Agreement confirming
- 323. said cancellation and directing all earnest money paid here to be refunded to Buyer.
- 324. TIME OF ESSENCE: Time is of the essence in this Purchase Agreement.
- 325. CALCULATION OF DAYS: Any calculation of days begins on the first day (Calendar or Business Days as specified)
- 326. following the occurrence of the event specified and includes subsequent days (Calendar or Business Days as
- 327. specified) ending at 11:59 P.M. on the last day.
- 328. BUSINESS DAYS: "Business Days" are days which are not Saturdays, Sundays, or state and federal holidays
- 329. unless stated elsewhere by the parties in writing.
- 330. CALENDAR DAYS: "Calendar Days" include Saturdays, Sundays, or state or federal holidays. For purposes of this
- 331. Agreement, any reference to "days" means "Calendar Days" unless otherwise required by law.
- 332. RELEASE OF EARNEST MONEY: Buyer and Seller agree that the Earnest Money Holder shall release earnest
- 333. money from the Earnest Money Holder's trust account:
- 334. (a) at or upon the successful closing of the Property;
- (b) pursuant to written agreement between the parties, which may be reflected in a Cancellation of Purchase
 Agreement executed by both Buyer and Seller;
- (c) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or
- 338. (d) upon receipt of a court order.
- 339. **DEFAULT**: If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any
- 340. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and
- 341. Seller shall affirm the same by a written cancellation agreement.
- 342. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the
- 343. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller
- 344. defaults in any of the agreements here or there exists an unfulfilled condition after the date specified for fulfillment,
- 345. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided here
- 346, that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory
- 347. Cancellation under MN Statute 559.217, Subd. 4.
- 348. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages
- 349. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific
- 350. performance, such action must be commenced within six (6) months after such right of action arises.
- 351. NOTICE REGARDING AIRPORT ZONING REGULATIONS: The Property may be in or near an airport safety zone
- 352. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are
- 353. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such
- 354. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.
- 355. NOTICE REGARDING PREDATORY OFFENDER INFORMATION: Information regarding the predatory offender
- 356. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be
- 357. obtained by contacting the local law enforcement offices in the community where the Property is located
- 358. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web
- 359. site at https://coms.doc.state.mn.us/publicregistrantsearch.

	360. Page 9 Date <u>July 28 2025</u>			
361.	Property located at TBD Village of GR lots Mn 55744			
362.	SPECIAL DISCLOSURES: Seller discloses, to the best of Seller's knowledge, that the Property described in this			
363.	Purchase Agreement consists of approximately 23,750 ACRES X SQUARE FEET and is currently zoned			
364.	RESIDENTIAL			
365.	Seller discloses, to the best of Seller's knowledge, that the Property IS IS NOT in a designated flood zone.			
366.	Seller discloses, to the best of Seller's knowledge, that the Property			
367.	preferential tax treatment (e.g. Green Acres, Managed Forest Land, Non-Profit Status, Rural Preserve, SFIA, etc.).			
368.	Seller discloses, to the best of Seller's knowledge, that the PropertyIS X IS NOT enrolled in any federal, state, or(Check one.)			
369. 370.	local governmental programs (e.g., conservation programs, CREP, CRP, EQIP, Green Acres, Managed Forest Land,			
371. 372. 373.	ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS			
374. 375.	BUYER HAS RECEIVED A: (Check any that apply.) DISCLOSURE STATEMENT: VACANT LAND OR A DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.			
376. 377.	DESCRIPTION OF PROPERTY CONDITION: See <i>Disclosure Statement: Vacant Land</i> or <i>Disclosure Statement:</i> Seller's Disclosure Alternatives for description of disclosure responsibilities and limitations, if any.			
378.				
379.	BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.			
380. 381. 382.	or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road			
383.				
	SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:			
385.	<u> </u>			
386.				
	SELLER DOES DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR			
ľ	SERVING THE PROPERTY. (If answer is DOES , and the system does not require a state permit, see <i>Disclosure Statement: Subsurface Sewage Treatment System</i> .)			
390.	PRIVATE WELL			
391.	SELLER DOES DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.			
	(If answer is DOES and well is located on the Property, see <i>Disclosure Statement: Well.</i>) TO THE BEST OF SELLER'S KNOWLEDGE, THE PROPERTY IS IS NOT IN A SPECIAL WELL (Check one.)			
394.	CONSTRUCTION AREA.			
395.	THIS PURCHASE AGREEMENT IS IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:			
	SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY. (If answer is IS , see attached <i>Addendum</i> .)			
399.	IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE TREATMENT SYSTEM.			

		401. Page 10 Date July	28	2025
402.	2. Property located at TBD Village of GR lots		Mn	55744
403.	AGENCY	NOTICE		
404.	is Seller'	s Agent Buyer's Agent Dual Ag	ent [] Facilitator.
405.	(Real Estate Company Name)			
406.	(Licensee) is Seller'	s Agent Buyer's Agent Dual Ag	ent _] Facilitator.
407.	(Real Estate Company Name)		_	
408.	3. THIS NOTICE DOES <u>NOT</u> SATISFY MINNESOTA STA	TUTORY AGENCY DISCLOSURE RE	QUIRE	EMENTS.
409.	e. SELLER'S CONTRIBUTION TO BUYER'S BROKER'S CO	MPENSATION: Seller agrees to pay t	ouyer's	s broker's
411.	 compensation at closing percent (%) of the s addition to any Seller's contribution to buyer's closing cost broker's offer of cooperating compensation, if any. 	elling price or \$s paid at closing. This amount is in ad	, v dition	which is in to the listing
413.	B. DUAL AGENCY RE	PRESENTATION		
414.	PLEASE CHECK ONE OF THE FOLLOWING SELECTION	NS:		
415.	5. Dual Agency representation DOES NOT apply in this tr	ansaction. Do not complete lines 415-	431.	
416.	6. Dual Agency representation DOES apply in this transaction	ction. Complete the disclosure in lines	416-4	31.
417. 418. 419. 420. 421.	17. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a 18. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because 19. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for 20. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).			
422. 423. 424. 425. 426. 427.	 remain confidential unless Seller(s) or Buyer(s) inst information will be shared; (2) Broker and its salespersons will not represent the (3) within the limits of dual agency, Broker and its sale 	ructs Broker in writing to disclose this interest of either party to the detriment	inform of the	nation. Other other; and
428. 429.	• • • • • • • • • • • • • • • • • • • •		and in:	struct Broker
430.	0. Seller	Buyer	1	
431.	1. Seller	Buyer		
432.	2. Date	Date		

433. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the 434. cash outlay at closing or reduce the proceeds from the sale.

MN:PA:VL-10 (8/24)



	VACANT LAND (RESIDE	214 1 1	AL)		
	435. Page 11 Date <u>July</u>	21	B 2025		
436.	Property located at TBD Village of GR lots	Mn	55744 .		
438.	SETTLEMENT STATEMENT: Buyer and Seller authorize the title company, escrow agent, and/or the to disclose and provide copies of the disbursing agent's settlement statement to the real estate in the transaction at the time these documents are provided to Buyer and Seller.	eir rep licens	presentatives sees involved		
440. 441. 442. 443.	12. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller				
444. 445. 446.					
447. 448. 449.	reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective				
450. 451. 452. 453.	compliance, as the respective licensee's representing or assisting either party will be unable	regar	ding FIRPTA		
	FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE: To be binding, this Pu and all addenda must be fully executed by both parties and a copy must be delivered.	ırchas	se Agreement		
	5. ELECTRONIC SIGNATURES: The parties agree the electronic signature of any party on any document related to 7. this transaction constitute valid, binding signatures.				
459. 460. 461. 462.	ENTIRE AGREEMENT: This Purchase Agreement and all addenda and amendments signed by the parties shall constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and				
	<u>SURVIVAL</u> : All warranties specified in this Purchase Agreement shall survive the delivery of the for deed.	e dee	d or contract		
	DATE OF THIS PURCHASE AGREEMENT: Date of this Purchase Agreement to be defined as the (1) of this Purchase Agreement.	ne dat	te on line one		
468.	OTHER:				
469.					
	ADDENDA: The following addenda are attached and made a part of this Purchase Agreeme		um.ā		
471. 472.	NOTE: Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement Addendum to Purchase Agreement	Bellie	III.		
473.	Addendum to Purchase Agreement: Additional Signatures				
474.	Addendum to Purchase Agreement: Assumption Financing				
475.	Addendum to Purchase Agreement: Buyer Purchasing "As Is" and Limitation of Seller Liability	y			
476.	Addendum to Purchase Agreement: Condominium/Townhouse/Cooperative Common Interest	Comr	nunity ("CIC")		
477.	Addendum to Purchase Agreement: Contract for Deed Financing				
478.	Addendum to Purchase Agreement: Disclosure of Information on Lead-Based Paint and Lead-Ba	sed F	aint Hazards		
479.	Addendum to Purchase Agreement: Sale of Buyer's Property Contingency				
480.	Addendum to Purchase Agreement: Seller's Purchase/Lease Contingency				
481. 482.	Addendum to Purchase Agreement: Seller's Rent Back Agreement				
483.	Addendum to Purchase Agreement: Short Sale Contingency Addendum to Purchase Agreement: Subsurface Sewage Treatment System and Well Water Inspec	ection	Contingency		
	——————————————————————————————————————		J		

		485. Page 12 Date July	28 2025
486.	Property located at TBD Village of GR lots		Mn 55744
488. 489.	I agree to sell the Property for the price and on the terms and conditions set forth above. I have reviewed all pages of this Purchase Agreement.	I agree to purchase the Property for the terms and conditions set forth at I have reviewed all pages of this P Agreement.	oove.
491. 492. 493. 494.	If checked, this Purchase Agreement is subject to attached Addendum to Purchase Agreement Counteroffer and the Final Acceptance Date shall be noted on the Addendum.	e (i)	
495. 496.	FIRPTA: Seller represents and warrants, under penalty of perjury that Seller IS X IS NOT a foreign person (i.e., a		
498. 499. 500.	non-resident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate for purposes of income taxation. (See lines 444-457.)) This representation and warranty shall survive the closing of the transaction and the delivery of the deed.	: :	
502.	X(Seller's Signature) (Date)	X LeCand Sy (Buyer's Signature)	1 7-28-25 (Date)
503.	X (Seller's Printed Name)	(Buyer's Signature) X Lelound Suydo (Buyer's Printed Name)	26
504.	X(Seller's Signature) (Date)	X(Buyer's Signature)	(Date)
505.	X(Seller's Printed Name)	X (Buyer's Printed Name)	
	FINAL ACCEPTANCE DATE: is the date on which the fully executed Purchase Agreeme	The Fina	Acceptance Date
508. 509.	THIS IS A LEGALLY BINDING CONTRACTIFYOU DESIRE LEGAL OR TAX ADVICE, CO		
511. 512.	I ACKNOWLEDGE THAT I HAVE RECEIVED AND DISCLOSURE STATEMENT: ARBITRATION DISCLOSUR AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTAR AGREEMENT.	REAND RESIDENTIAL REAL PROPERTY AGREEMENT SEPARATE FROM	TYARBITRATION THIS PURCHASE
514.	SELLER(S)	BUYER(S) Colond S	-yeler
515.	SELLER(S)	BUYER(S)	

MN:PA:VL-12 (8/24)



EXHIBIT

- 91-720-1560 VILLAGE OF GR N10' OF LT 11 BLK 15
- 91-720-1550 N 10FT OF LOT 10 BLK 15
- 91-720-1540 N 10FT OF LOT 9 BLK 15
- 91-720-1530 N 10FT OF LOT 8 BLK 15
- 91-720-1515 N 10FT OF LOT 7 BLK 15
- 91-720-1510 VILLAGE OF GR N60' LTS 1-5 & N50'
- 91-720-1505 LESS N 60FT LTS 1-5 LESS N 50FT LT 6 BLK





Grand Rapids City Council



Consider purchase agreement for sale of city owned land.

August 25, 2025

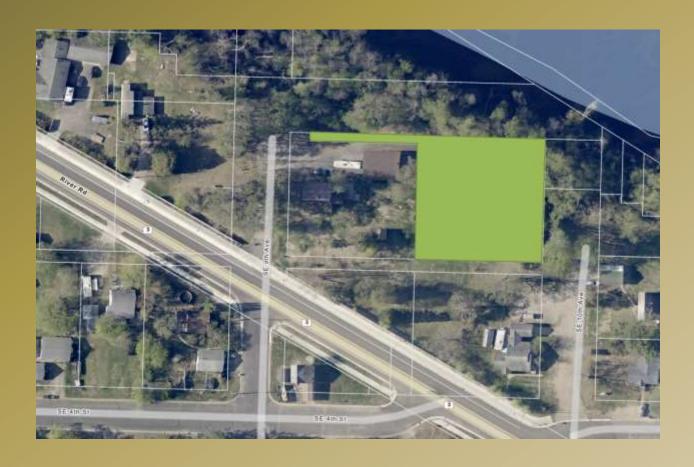


Buyer's Property





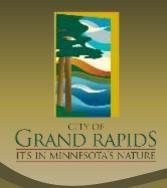
City Owned Property





City Parcel Listing

Parcel ID	EMV\$	Square Feet
91-720-1505	11,400	13,750
91-720-1510	6,100	8,750
91-720-1515	200	250
91-720-1530	200	250
91-720-1540	200	250
91-720-1550	200	250
91-720-1560	200	250
Total	\$18,500	23,750 sq. ft.



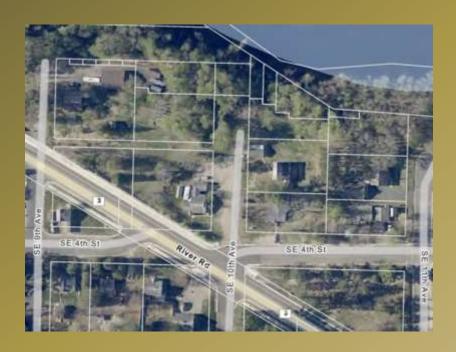
Terms of Sale

The purchase agreement specifies:

- Buyer pays the total Estimated Market Value (EMV) of all 7 parcels = \$18,500.
- Buyer pays all closing costs.



Potential for Development



These parcels are unlikely to develop due to lack of improved road access in the abutting SE 10th Ave. right-of-way.



Questions?