



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

CITY COUNCIL MEETING AGENDA
Monday, August 26, 2024
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, August 26, 2024 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PROCLAMATIONS/PRESENTATIONS:

1. Present Life Saving Awards to Sergeant Heath Smith, Officer Sean Smallen and Officer Sam Hussman

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, August 12, 2024 Worksession and Regular meetings and summary for Monday, August 12, 2024 Closed meeting.

VERIFIED CLAIMS:

3. Approve the verified claims for the period August 6, 2024 to August 19, 2024 in the total amount of \$997,797.87.

CONSENT AGENDA:

4. Consider approving the School Resource Officer Agreement for the 2024-2025 school year with Independent School District #318
5. Consider approving the final pay estimate and change order 1 for the Hwy 169 Lighting Project, Phase 2.
6. Consider revisions to Pay Range for PT, Seasonal, and Temporary Employees.
7. Consider Transfer for Civic Center Employees and Rehiring Seasonal PT Employee.

8. Consider approving revised Human Resources Officer job description with an effective date of October 1, 2024; and approve the revised job descriptions for Security Officer, as well as Lead Hospital Security Officer, effective date August 26, 2024, for both positions.
9. Consider revised definition of Immediate Family in Personnel Policies
10. Consider approving change order for Yanmar Arena Project
11. Consider approving proposal from ICS for construction management services related to acoustical improvements at Yanmar Arena
12. Consider adopting a resolution accepting a \$1,048.37 additional training reimbursement from the Minnesota Board of Firefighter Training and Education for the Grand Rapids Fire Department.

SET REGULAR AGENDA:

ADMINISTRATION:

13. Consider an agreement with Greg Mueller for the creation of a sculpture at Crystal Lake Park located on the east shore of Crystal Lake
14. Consider appointment of Sarah P. Phillips to the position of Police Officer with the Grand Rapids Police Department.
15. Consider retirement of Lead Hospital Security Officer Gary DeGrio and authorize Human Resources to begin the process of advertising and hiring for the open position of Lead Hospital Security Officer
16. Consider accepting the resignation from August Stovall from his position as full-time Security Officer and authorize Human Resources to begin the process of advertising and hiring for the open position of full-time Security Officer.
17. Consider authorizing Human Resources to advertise for part-time Hospital Security Officers and to begin the process of interviewing and hiring for part-time Hospital Security Officers.

FINANCE:

18. Consider adopting a resolution awarding the sale of the \$8,380,000 General Obligation Refunding Bonds, Series 2024A.
19. Consider adopting a resolution awarding the sale of the \$1,055,000 General Obligation Equipment Certificates, Series 2024B.

FIRE:

20. Consider allowing the Grand Rapids Fire Department to upgrade gear room ventilation and purchase and install a SCBA Decon washer.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR SEPTEMBER 9, 2024 AT 5:00 PM

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

MEETING PROTOCOL POLICY: Please be aware that the Council has adopted a Meeting Protocol Policy which informs attendees of the Council's desire to conduct all City meetings in an orderly manner which welcomes all civil input from citizens and interested parties. If you are unaware of the policy, copies (orange color) are available in the wall file by the Council entrance.

ATTEST: Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL WORKSESSION MINUTES

Monday, August 12, 2024

4:00 PM

Mayor Connelly called the meeting to order at 4:03 PM.

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

STAFF: Tom Pagel, Chad Sterle, Barb Baird, Rob Mattei, Matt Wegwerth, Julie Kennedy

BUSINESS:

1. Review Franchise Fees

Mr. Wegwerth provides background information related to franchise fees, purpose, options and implementation.

REVIEW OF REGULAR AGENDA:

Upon review, the Council decided to postpone item #24 to the August 26, 2024 meeting, move item #36 to Consent as #22a and add #22b grant acceptance. No other additions or changes are noted.

There being no further business, the meeting adjourned at 4:47 PM.

Respectfully submitted:

Kimberly Gibeau

Kimberly Gibeau, City Clerk



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CITY COUNCIL MEETING MINUTES
Monday, August 12, 2024
5:00 PM

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

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

STAFF: Tom Pagel, Chad Sterle, Mikki Norris, Barb Baird, Kevin Ott, Andy Morgan, Jeremy Nelson, Jeff Madsen, Travis Cole, Chery Pierzina, Rob Mattei, Jeff Carlson

PROCLAMATIONS/PRESENTATIONS:

1. Sergeant Michelle Norris Oath

Conducted swearing in and pinning for Sergeant Michelle Norris.

2. Officer Jeff Madsen Oath

Conducted swearing in and pinning for Officer Jeff Madsen.

POSITIVE HAPPENINGS IN THE CITY:

Councilor Blake acknowledged the participants in the Great Itasca Giveback.

Mayor Connelly read an email of appreciation submitted in recognition of Building Official Jon Peterson. Also noted National Night Out turnout, and expressed appreciation to City staff for assisting with Tall Timber Days.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Councilor Blake reported on RAMS meeting.

Councilor Sutherland provided up on outdoor ice project at Yanmar Arena.

Mayor Connelly notes that Safety Camp will be held August 22, 2024 at Yanmar Arena and encourages residents to sign up.

APPROVAL OF MINUTES:

3. Approve Council minutes for Monday, July 22, 2024 Regular Council meeting.

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

VERIFIED CLAIMS:

4. Approve the verified claims for the period July 16, 2024 to August 5, 2024 in the total amount of \$1,271,435.99.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

5. Review and acknowledged the following minutes for Boards and Commissions:
 - ~ March 21, 2024 PCA Board
 - ~ April 3, 2024 Civic Center Advisory Board
 - ~ May 21, 2024 Golf Board
 - ~ May 29, 2024 Human Rights Commission
 - ~ June 12, 2024 Library Board
 - ~ July 11, 2024 GREDA meeting

Acknowledged all minutes as presented.

CONSENT AGENDA:

6. Consider appointing additional election judge to serve in 2024 elections.
7. Consider approving temporary liquor permit for VFW Post 1720
8. Consider entering into an Advertising Agreement with a business at Yanmar Arena.
9. Consider approving a Lease Agreement with ISD 318 for use of the City's athletic fields.
10. Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check
11. Consider accepting an easement for the Round 2 Development
12. Consider adopting a resolution accepting a bench donation in memory of Desiree Sulamith Joy Randle.
Adopted Resolution 24-64
13. Consider approving temporary liquor permit for St. Joseph's Catholic Church
14. Consider increase in hourly wage for seasonal golf employee.

15. Consider approving additions to the Public Works street sweeper purchase
16. Consider a resolution approving Municipal Consent for SP 3104-61
17. Consider authorizing quotes and awarding the bid to Hawkinson Construction for the NW 5th Street Overlay Project.
18. Consider approving temporary liquor permit for United Way of 1000 Lakes
19. Consider entering into a Cleaning Services Agreement with Northwoods Cleaning Company at City Hall, Central School, and the library.
20. Consider approval of payment of \$850 to McKeon Roberts to cover appraisal costs for land purchase by the City.
21. Consider approving change order 1 and final payment in the amount of \$6,100.00 for stonework in the east lobby for the Civic Center Project
22. Consider approving the Lefty's Rental Contract utilized at National Night Out.
23. Grant Application Request – Legion Park Master Plan
- 22b. Grant resolution acceptance
Adopted Resolution 24-73

Motion made by Councilor Blake, Seconded by Councilor Adams to approve the Consent agenda as amended. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

SET REGULAR AGENDA:

Motion made by Councilor Adams, Seconded by Councilor Blake to approve the Regular agenda as amended. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

ADMINISTRATION:

24. Consider Amendment to the Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) for non-represented employees

Ms. Pierzina presents background information and recommends approval.

Motion made by Councilor Adams, Seconded by Councilor Blake to approve amendment to MSRS Plan as presented. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

25. Consider appointment of Sarah P. Phillips to the position of Police Officer with the Grand Rapids Police Department.

Postponed to August 26, 2024.

26. Consider ending Human Resource services to the GRPU

Mr. Pagel presented background information relative to Human Resources shared services. Recommending Council approve termination of the agreement.

Motion made by Councilor Adams, Seconded by Councilor Blake to discontinue shared services contract for Human Resources with GRPU. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

FIRE:

27. Consider allowing the Grand Rapids Fire department to purchase fire safety equipment.

Motion made by Councilor Blake, Seconded by Councilor Sutherland to authorize purchase of fire safety equipment as requested. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

POLICE:

28. Consider adopting a resolution accepting donations from the Blandin Foundation, Pinched Catering, Super One Foods, Sandstorms, Pepsi and Rapids Welding for 2024 National Night Out.

Motion made by Councilor Adams, Seconded by Councilor Sutherland to **adopt Resolution 24-66**, accepting donations for National Night Out from various donors. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

29. Consider adopting a resolution accepting donations from the Cohasset Fire Hook & Ladder for 2024 National Night Out.

Motion made by Councilor Blake, Seconded by Councilor Adams to **adopt Resolution 24-67**, accepting donation from Cohasset Fire Hook & Ladder. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

CITY COUNCIL:

30. Consider salary increases for Mayor and Council

The impact on budget for proposed increase would be approximately \$3 per household.

Motion made by Councilor Adams, Seconded by Councilor Blake to approve the salary increase as presented. Voting Yea: Councilor Adams, Councilor Blake. Voting Nay: Mayor Connelly, Councilor Sutherland, whereby the motion failed.

PUBLIC HEARINGS: (scheduled to begin no earlier than 5:00 PM)

31. Conduct a public hearing to consider the establishment of TIF District 1-16; Unique Opportunities Downtown Housing

Mr. Mattei presents overview of proposed project, cost breakdown, and total projected cost.

Mayor Connelly noted the purpose of the public hearing and Clerk Gibeau stated that all required notices have been made and no correspondence was received by the Clerk's office.

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

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

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

COMMUNITY DEVELOPMENT:

32. Consider the adoption of a resolution approving modification to the Development Program for Development District 1 and the establishment of TIF District No. 1-16; Downtown Housing Development and the TIF Plan therefore

Motion made by Councilor Adams, Seconded by Councilor Blake to **adopt Resolution 24-68**, approving modification of Development Program for Development District 1 and the establishment of TIF District No. 1-16; Downtown Housing Development and the TIF Plan. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

33. Consider the adoption of a resolution approving a Purchase and Development Agreement and awarding the sale of, and providing the form, terms, covenants, and directions for the issuance of its Tax Increment Revenue Note (Downtown Housing Development)

Motion made by Councilor Adams, Seconded by Councilor Sutherland to **adopt Resolution 24-69**, approving a Purchase and Development Agreement and awarding the sale of, and providing the form, terms, covenants, and directions for the issuance of its Tax Increment Revenue Note (Downtown Housing Development). Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

34. Consider the adoption of a resolution authorizing interfund loan for advance of certain costs in connection with Tax Increment Financing District No. 1-16: Downtown Housing

Motion made by Councilor Blake, Seconded by Councilor Sutherland to **adopt Resolution 24-70**, authorizing interfund loan for advance of certain costs in connection with Tax Increment Financing District No. 1-16: Downtown Housing. Voting Yea: Mayor Connelly, Councilor

Adams, Councilor Sutherland, Councilor Blake

35. Consider the adoption of a resolution approving the conveyance of certain property owned by the City and Itasca County to the Grand Rapids Economic Development Authority

Motion made by Councilor Adams, Seconded by Councilor Blake to **adopt Resolution 24-71**, approving the conveyance of certain property owned by the City and Itasca County to the Grand Rapids Economic Development Authority. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

36. Consider the adoption of a resolution approving a Purchase Agreement for the purchase of real property located in the City of Grand Rapids from Independent School District No. 318

Motion made by Councilor Adams, Seconded by Councilor Blake to **adopt Resolution 24-72**, approving a Purchase Agreement for the purchase of real property located in the City of Grand Rapids from Independent School District No. 318. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

There being no further business, the meeting adjourned at 6:16 pm.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



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CITY COUNCIL CLOSED MEETING SUMMARY
Monday, August 12, 2024
5:15 PM

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

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

OTHERS: Chad Sterle, Kimberly Gibeau, Chery Pierzina, Barb Baird, Dr. Susan Herreid

BUSINESS:

Mayor Connelly stated the purpose of the closed session and called for a motion to close the meeting.

Motion made by Councilor Blake, Seconded by Councilor Sutherland to close the meeting. Voting Yea: Mayor Connelly, Councilor Adams, Councilor Sutherland, Councilor Blake

1. Conduct a closed meeting to discuss performance review and labor negotiations related to labor agreement as per MN Statute 13D.03, Subd. 1.

Conducted review of information provided by Dr. Susan Herreid, Human Resource Officer Chery Pierzina and Finance Director Barb Baird. Following discussion, the Council will conduct another closed session on August 26, 2024.

Councilor Adams left the meeting at 7:25 PM.

Motion made by Councilor Sutherland, Seconded by Councilor Blake to close the closed meeting. Voting Yea: Mayor Connelly, Councilor Sutherland, Councilor Blake

There being no further business, the meeting adjourned at 7:51 PM.

Respectfully submitted:

Kimberly Gibeau
 Kimberly Gibeau, City Clerk

DATE: 08/21/2024
 TIME: 12:15:06
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/26/2024

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0514200	ESC SYSTEMS SOUND & LIFE SAFE	395.50
	TOTAL	395.50
ADMINISTRATION		
0718060	GRAND RAPIDS HERALD REVIEW	570.64
1301020	MADDEN GALANTER HANSEN, LLP	881.50
1309090	SUPERONE FOODS NORTH	145.70
	TOTAL ADMINISTRATION	1,597.84
BUILDING SAFETY DIVISION		
0118100	VESTIS GROUP, INC	73.29
0221650	BURGGRAF'S ACE HARDWARE	70.96
1801555	RAPID PEST CONTROL INC	72.00
1901535	SANDSTROM'S INC	381.32
	TOTAL BUILDING SAFETY DIVISION	597.57
COMMUNITY DEVELOPMENT		
0401804	DAVIS OIL INC	139.34
	TOTAL COMMUNITY DEVELOPMENT	139.34
FIRE		
0118100	VESTIS GROUP, INC	52.05
0301685	CARQUEST AUTO PARTS	43.99
0315455	COLE HARDWARE INC	31.98
0401804	DAVIS OIL INC	37.21
0513231	EMERGENCY APPARATUS	20,346.91
0514200	ESC SYSTEMS SOUND & LIFE SAFE	282.50
0601346	FAIRVIEW HEALTH SERVICES	350.00
1415030	NAPA SUPPLY OF GRAND RAPIDS	18.49
	TOTAL FIRE	21,163.13
PUBLIC WORKS		
0103325	ACHESON TIRE INC	70.00
0205090	BEACON ATHLETICS LLC	2,202.10
0221650	BURGGRAF'S ACE HARDWARE	186.22
0301685	CARQUEST AUTO PARTS	183.34

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/26/2024

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
0315328	CITY OF COHASSET	500.00
0315455	COLE HARDWARE INC	5.37
0400720	D&S STUMP GRINDING LLC	1,175.00
0401804	DAVIS OIL INC	2,585.10
0409125	DIAMOND VOGEL	2,625.00
0409715	DISPLAY SALES COMPANY	1,135.40
0601690	FASTENAL COMPANY	407.88
0801825	HAWKINSON CONSTRUCTION CO INC	9,551.04
1200500	L&M SUPPLY	239.32
1205110	LEASE LANDSCAPING INC	2,461.47
1309148	MINNESOTA BACKFLOW TESTING	716.56
1415544	NORTHLAND PORTABLES	2,095.00
1415545	NORTHLAND LAWN & SPORT, LLC	77.91
1801232	RADKO IRON & SUPPLY INC	69.90
1801610	RAPIDS PLUMBING & HEATING INC	135.00
1908248	SHERWIN-WILLIAMS	149.45
1920555	STOKES PRINTING & OFFICE	18.98
2501525	YANMAR COMPACT EQUIPMENT NORTH	762.77
T001419	218 TREE SERVICE LLC	450.00
TOTAL PUBLIC WORKS		27,802.81
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	472.88
0513233	EMERGENCY AUTOMOTIVE TECH INC	293.48
0601690	FASTENAL COMPANY	287.80
TOTAL FLEET MAINTENANCE		1,054.16
POLICE		
0103325	ACHESON TIRE INC	1,381.88
0114200	ANDERSON GLASS	596.53
0301685	CARQUEST AUTO PARTS	55.15
0421480	DTM FLEET SERVICE LLC	40.00
0513233	EMERGENCY AUTOMOTIVE TECH INC	57.50
0718195	GREAT ENGRAVINGS	155.00
1809505	CHRIS RIMA-CARLSON	79.99
1920233	STREICHER'S INC	756.00
1925500	SYMBOL ARTS, LLC	1,786.50
TOTAL POLICE		4,908.55
RECREATION		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/26/2024

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE	30.97
	TOTAL RECREATION	30.97
GENERAL FUND-LIQUOR/CHART GAMB		
1415544	NORTHLAND PORTABLES	126.00
	TOTAL	126.00
CENTRAL SCHOOL		
1520350	OTIS ELEVATOR COMPANY	3,367.56
1801555	RAPID PEST CONTROL INC	70.00
1901535	SANDSTROM'S INC	190.34
	TOTAL	3,627.90
AIRPORT		
0301685	CARQUEST AUTO PARTS	407.22
0315455	COLE HARDWARE INC	50.28
	TOTAL	457.50
CIVIC CENTER		
GENERAL ADMINISTRATION		
1901535	SANDSTROM'S INC	967.40
	TOTAL GENERAL ADMINISTRATION	967.40
CEMETERY		
0103325	ACHESON TIRE INC	100.00
0221650	BURGGRAF'S ACE HARDWARE	34.99
0401804	DAVIS OIL INC	1,769.51
	TOTAL	1,904.50
GENERAL CAPITAL IMPRV PROJECTS		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/26/2024

VENDOR #	NAME	AMOUNT DUE

GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1612745	PLUM CATALYST LLC, THE	20,000.00
	TOTAL MAY MOBILITY	20,000.00
ERP COLLABORATION		
1518125	ORACLE AMERICA INC	19,851.48
	TOTAL ERP COLLABORATION	19,851.48
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-PUBLIC WORKS		
0301685	CARQUEST AUTO PARTS	7.58
	TOTAL CAPITAL OUTLAY-PUBLIC WORKS	7.58
CAPITAL OUTLAY-POLICE		
0421480	DTM FLEET SERVICE LLC	8,292.06
1920150	STATT LLC	975.00
2000425	T&M SHOOTING SPORTS, INC	15,158.00
	TOTAL CAPITAL OUTLAY-POLICE	24,425.06
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0718010	CITY OF GRAND RAPIDS	10,631.56
1801610	RAPIDS PLUMBING & HEATING INC	4,906.31
2000522	TNT CONSTRUCTION GROUP, LLC	41,635.65
	TOTAL IRA CIVIC CENTER RENOVATION	57,173.52
2024 INFRASTRUCTURE BONDS		
CP2010-1 3RD AVE NE RECON		
2000522	TNT CONSTRUCTION GROUP, LLC	373,663.48
	TOTAL CP2010-1 3RD AVE NE RECON	373,663.48
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	26.71
0401804	DAVIS OIL INC	103.74

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/26/2024

VENDOR #	NAME	AMOUNT DUE

STORM WATER UTILITY		
0801825	HAWKINSON CONSTRUCTION CO INC	1,836.24
	TOTAL	1,966.69
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$561,860.98
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	4,352.03
0104095	DALE ADAMS	79.06
0113105	AMAZON CAPITAL SERVICES	786.63
0205640	LEAGUE OF MN CITIES INS TRUST	12.40
0212126	RICK BLAKE	553.94
0221525	BUNES SEPTIC SERVICE INC	255.00
0305530	CENTURYLINK QC	259.00
0315105	COALITION OF GREATER MN CITIES	180.00
0315515	COMPUTERSHARE TRUST CO, NA	400.00
0405250	DEFENSE TECHNOLOGY LLC	1,990.00
0514730	ENTERPRISE FM TRUST	27,824.63
0514798	ENVIRONMENTAL EQUIPMENT AND	271,235.00
0718015	GRAND RAPIDS CITY PAYROLL	119.93
0718070	GRAND RAPIDS STATE BANK	65.00
0900060	ICTV	1,241.44
1201402	LAKE COUNTRY POWER	5.30
1215250	LOFFLER COMPANIES INC	675.50
1301146	MARCO TECHNOLOGIES, LLC	197.40
1301220	JAMES T. MARTINETTO	35.38
1309098	MINNESOTA MN IT SERVICES	460.71
1309335	MINNESOTA REVENUE	15,506.00
1315630	ASHLEY MORAN	82.00
1621130	P.U.C.	42,667.92
1815225	JEFF DAVID ROERICK	230.00
2209665	VISA	1,759.36
2209705	VISIT GRAND RAPIDS INC	59,968.20
2301700	WM CORPORATE SERVICES, INC	2,742.43
2305300	MATTHEW WEGWERTH	636.50
T001107	KATHY KROOK	6.70
T001111	CINDY ECKERT	9.25
T001117	MICHAEL ECKERT	4.96
T001118	EMMET STEMWEDEL	5.36
T001207	VICKI LORENZ	52.93
T001208	DAVID LORENZ	8.04
T001334	SHEILA BROGGER	26.80
T001337	KATHLEEN THEIS	2.01
T001438	PAMEY CASIO	3.35
T001443	LINDA UREVIG	4.02
T001509	ROBERT LINDAHL	5.36

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 08/26/2024

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
T001510	ANGELA STORLIE	119.93
T001524	LORI WINKLER	500.00
T001525	MCKEON ROBERTS	850.00
T001526	SONJA MERRILD	14.74
T001527	SCOTTY PUGLISI	2.68
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$435,936.89
TOTAL ALL DEPARTMENTS		\$997,797.87



CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 26, 2024

AGENDA ITEM: Consider approving the School Resource Officer Agreement for the 2024-2025 school year with Independent School District #318

PREPARED BY: Chief Andy Morgan

BACKGROUND:

Since 1999, the City of Grand Rapids and School District #318 have had an annual agreement for a School Resource Officer (SRO) at the Grand Rapids Senior High School. In 2006, the District requested an additional SRO for Robert J. Elkington Middle School. Although stationed at the above schools, SRO personnel are responsible for providing police services to all ISD #318 school facilities within the City of Grand Rapids.

Due to financial hardships, ISD #318 has decided to reduce SRO coverage to one licensed police officer. Considerable conversations have taken place in preparation for this transition.

At this time Officer Troy Scott will continue as School Resource Officers satisfying the 2024-2025 agreement. The total fees for the 2024-2025 school year is \$90,654.00 for the one SRO position. This cost has slightly decrease as negotiations continued with ISD #318. Attached for your review is the 2024-2025 SRO agreement.

Although we oppose the school district's decision to reduce police presence in our schools, GRPD is extremely pleased with the opportunity to continue to assist ISD #318 in creating a safe environment for our children to learn, grow and excel.

REQUESTED COUNCIL ACTION:

Make a motion authorizing the Mayor and City Administrator to sign the School Resource Officer Agreement with ISD #318 for the 2024-2025 school year.

Types of Calls	GRHS 22-23 School Year	GRHS 23-24 School Year	Middle/Elementary 22-23 School Year	Middle/Elementary 23-24 School Year
Crash	12	15	3	2
Drug Complaints	15	12	2	6
Juvenile Disturbance	5	14	6	21
Assault	1	7	4	4
Harassment	2	1	6	4
Driving Complaints		7	1	7
Tobacco	1	6	2	12
Weapons	1	2	1	3
Property Damage/Theft	5	5		2
Other	19	20	19	24
Sexual	4	1	4	6
Threats	3	1	4	5
Runaway		4		1
Totals	68	95	52	97

**SCHOOL RESOURCE OFFICER
AGREEMENT
For the School Year 2024 - 2025**

This AGREEMENT is made pursuant to Minnesota Statutes section 471.59, by and between the City of Grand Rapids (“City”) and Independent School District 318 (“School District”).

1. PURPOSE

The City and School District wish to participate in a School Resource Officer Program. The purpose of this agreement is to set forth the terms and conditions to create, fund and implement the position of Police School Resource Officer.

2. SERVICES

The City shall provide the services of one full-time Minnesota P.O.S.T Board licensed peace officers, and related support services and supplies, to assist the School District in establishing and maintaining a School Resource Officer Program for the School District. The officer will have primary responsibility in serving as a resource to faculty, classroom members and school administrators in the prevention and diversion of juvenile problem behavior. The City agrees to provide an emergency vehicle, fuel, maintenance and other equipment deemed necessary by the Chief of Police. The School District agrees to provide adequate office space that will allow for cellular connectivity to the countywide law enforcement records system and a telephone at the site of majority assignment.

While present at schools/facilities outside their law enforcement jurisdiction, i.e. Outside Grand Rapids, and not responding to a mutual aid request from another law enforcement agency, if confronted with a criminal or delinquency matter, School Resource Officer will take necessary steps, in accordance with State law and department policy, to contain the situation and turn the matter over to the law enforcement agency having jurisdiction.

Primary responsibility for the resolution of any incident shall remain with the law enforcement agency having jurisdiction unless otherwise requested by that agency. In accordance with the Itasca County Mutual Aid Agreement, School Resource Officer may assist other law enforcement agencies having jurisdiction at any time they are requested to do so. School Resource Officer will not conduct routine patrol outside their jurisdiction in relation to the School Resource Officer program without a request from the law enforcement agency having jurisdiction.

3. TERM

This Agreement shall commence on the first day of the teacher workshop on August 27, 2024 and shall end on the last staff day on May 30, 2025. This Agreement may be renewed on an annual basis, as agreed by both parties.

Either party may terminate this agreement for cause on 90 days written notice to the other party. If this agreement is terminated by the School District, the City shall receive from the School District the funds allocated for the program based on services provided through the date of termination.

If School is conducted through distance learning at any point during the 2024/2025 school year, due to COVID-19, ISD 318 payment shall be reduced by fifty percent (50%) during the distance-learning period.

4. PAYMENT

The School District shall pay to the City \$90,654.00 pursuant to Minnesota Statutes Section 126C.44 to partially reimburse the City for the costs incurred by the City for salary, benefits and transportation costs of the Police School Resource Officer in the School District's senior high, middle and secondary schools.

One-half of the sum owing under this contract shall be payable upon the execution of this Agreement. The remaining half of the sum owing under this contract should be payable on the last staff day on May 30, 2025.

5. GENERAL PROVISIONS

The Police School Resource Officer are City employees and shall not be considered employees of the School District for any purpose, including but not limited to salaries, wages, other compensations or fringe benefits, worker's compensation, unemployment compensation, P.E.R.A, Social Security, liability insurance, keeping of personnel records, termination of employment or other contract rights. The officer will report to and be directed by the Chief of Police. Resolution of unforeseen problems arising in this program shall be negotiated by representatives of the School District and the Chief of Police.

6. SCHEDULING

The Chief of Police shall determine the duty hours of the School Resource Officer on school days with input by the School District. The duty hours of the School Resource Officer on school days are flexible and will be primarily coordinated with the school day, and/or activities, but will be consistent with the City's labor contract with the Police Union. During non-school periods, the Chief of Police will determine the officer's duties and schedule.

7. HOLD HARMLESS AND INDEMNIFICATION

The City of Grand Rapids agrees to and shall defend, indemnify and hold harmless the School District, its officials, officers, agents and employees from and against any and all claims, losses, damages, judgements or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party's acts, omissions or performance under this agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this agreement.

Dated: _____

GRAND RAPIDS SCHOOL DISTRICT #318

ISD 318 Board Chair

Dated: _____

CITY OF GRAND RAPIDS

Mayor

City Administrator



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 26, 2024

AGENDA ITEM: Consider approving the final pay estimate and change order 1 for the Hwy 169 Lighting Project, Phase 2.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Attached is the final pay estimate and change order 1. The original contract amount was \$104,535.00, change order 1 is for the addition of two streetlights to the project in the amount of \$16,567.91 for a total contract amount of \$121,102.91. Approval of these items will close out the project.

Project is budgeted and funded through the PIR account

REQUESTED COUNCIL ACTION:

Make a motion to approve the final pay estimate for Hwy 169 Lighting Project in the amount of \$121,102.91 and change order 1 in the amount of \$16,567.91.

Application and Certificate For Payment

Item 5.

To Owner: City of Grand Rapids 420 N Pokegama Ave Grand Rapids, MN 55744-2662	Project: Grand Rapids TH 169 TH 169 South Grand Rapids, MN	Application No: 1 Date: 08/21/24 Period To: 08/31/24 Architect's Project No: Contract Date:
From (Contractor): Neo Electrical Solutions LLC 2180 Jack Breault Dr Hudson, WI 54016	Contractor Job Number: 24-022 Via (Architect):	
Phone: 715 808-0463	Contract For:	

Contractor's Application For Payment

Change Order Summary	Additions	Deductions
Change orders approved in previous months by owner		
Number	Date Approved	
Change orders approved this month	1 08/21/24	16,567.91
Totals		16,567.91
Net change by change orders		16,567.91

Original contract sum	104,535.00
Net change by change orders	16,567.91
Contract sum to date	121,102.91
Total completed and stored to date	121,102.91
Retainage	
0.0% of completed work	0.00
0.0% of stored material	0.00
Total retainage	0.00
Total earned less retainage	121,102.91
Less previous certificates of payment	0.00
0.000% of taxable amount	0.00
8.375	
Current sales tax	0.00
Current payment due	121,102.91
Balance to finish, including retainage	0.00

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information, and belief the work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

Contractor: Neo Electrical Solutions LLC

Application and Certificate For Payment -- page 2

Item 5.

To Owner: City of Grand Rapids
 From (Contractor): Neo Electrical Solutions LLC
 Project: Grand Rapids TH 169

Application No: 1 Date: 08/21/24 Period To: 08/31/24
 Contractor's Job Number: 24-022
 Architect's Project No:

Item Number	Description	Unit Price	Contract Quantity	UM	Scheduled Value	Work Completed Previous Application		Work Completed This Period		Completed and Stored To Date			Retention	Memo
						Quantity	Amount	Quantity	Amount	Quantity	Amount	%		
01 Base Bid														
0001	Remove Lighting Unit	315.0000	10.000	EA	3,150.00	.000	0.00	10.000	3,150.00	10.000	3,150.00	100.0	0.00	
0002	Remove Foundation	830.0000	10.000	EA	8,300.00	.000	0.00	10.000	8,300.00	10.000	8,300.00	100.0	0.00	
0003	Remove Service Equipment	350.0000	1.000	EA	350.00	.000	0.00	1.000	350.00	1.000	350.00	100.0	0.00	
0004	Remove Underground Wire	1.4000	2,400.000	LF	3,360.00	.000	0.00	2,400.000	3,360.00	2,400.000	3,360.00	100.0	0.00	
0005	Light Foundation Design E Modified	1,650.0000	10.000	EA	16,500.00	.000	0.00	10.000	16,500.00	10.000	16,500.00	100.0	0.00	
0006	Handhole	3,000.0000	1.000	EA	3,000.00	.000	0.00	1.000	3,000.00	1.000	3,000.00	100.0	0.00	
0007	Service Cabinet	9,930.0000	1.000	EA	9,930.00	.000	0.00	1.000	9,930.00	1.000	9,930.00	100.0	0.00	
0008	Equipment Pad	2,155.0000	1.000	EA	2,155.00	.000	0.00	1.000	2,155.00	1.000	2,155.00	100.0	0.00	
0009	2" Non-Metallic Conduit	15.5000	1,675.000	LF	25,962.50	.000	0.00	1,675.000	25,962.50	1,675.000	25,962.50	100.0	0.00	
0010	2" Non-Metallic Conduit Directional Boring	15.5000	685.000	LF	10,617.50	.000	0.00	685.000	10,617.50	685.000	10,617.50	100.0	0.00	
0011	Underground Wire 1/C 2 AWG	4.1500	200.000	LF	830.00	.000	0.00	200.000	830.00	200.000	830.00	100.0	0.00	
0012	Underground Wire 1/C 8AWG	1.5000	9,920.000	LF	14,880.00	.000	0.00	9,920.000	14,880.00	9,920.000	14,880.00	100.0	0.00	
0013	Install Lighting Unit	550.0000	10.000	EA	5,500.00	.000	0.00	10.000	5,500.00	10.000	5,500.00	100.0	0.00	
Total Base Bid					104,535.00		0.00		104,535.00		104,535.00		0.00	
CO Change Orders														
CO1	Change Order 1	0.0000	.000	LS	16,567.91	0.00 %	0.00	100.00 %	16,567.91	100.00 %	16,567.91	100.0	0.00	
Total Change Orders					16,567.91		0.00		16,567.91		16,567.91		0.00	
Application Total					121,102.91		0.00		121,102.91		121,102.91		0.00	

Change Order

Distribution to: Owner
 Architect
 Contractor
 Field

Project: 24-022 / Grand Rapids TH 169
 (name and address) TH 169 South
 Grand Rapids, MN

Change order number: 1
 Initiation date: 08/21/24

To: Neo Electrical Solutions LLC
 (contractor) 2180 Jack Breault Dr
 Hudson, WI 54016

Architect's project no:
 Contract for: Grand Rapids TH 169
 Contract date:

You are directed to make the following changes in this Contract:

Billing Grp/Item	Description	Quantity	Unit of Measure	Unit Price	Amount
CO CO1	Replacement/Addition of 2 lights		LS		16,567.91
Total:					16,567.91

Not valid until signed by the Owner, the Architect, and the Contractor.


The original (Contract Sum) (Guaranteed Maximum Price) was \$104,535.00
 Net change by previously authorized Change Orders \$0.00
 The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$104,535.00
 The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by this Change Order \$16,567.91
 The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$121,102.91
 The Contract Time will be (increased) (decreased) (unchanged) by () days
 The date of Substantial Completion as of the date of this change order therefore is _____.

Architect

Contractor
 Neo Electrical Solutions LLC
 2180 Jack Breault Dr
 Hudson, WI 54016

Owner
 City of Grand Rapids
 420 N Pokegama Ave
 Grand Rapids, MN 55744-2662

By _____
 Date _____

By 
 Date 8/22/24

By 
 Date 8/22/24



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 26, 2024

AGENDA ITEM: Consider revisions to Pay Range for PT, Seasonal, and Temporary Employees

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

The pay range for part-time, seasonal, and temporary employees was last approved in March 2024. Additional adjustments to the pay range need to be considered, by extending the years of service from 5 years to 8 years. Our part-time, seasonal, and temporary employees fill our needs during busy times of year. These workers are valued and important to the City, and it's important to acknowledge their longevity.

The revised schedule for this classification of employees is attached to this RCA. Changes made include adding year 6, year 7, and year 8 to the schedule by increasing the salary by \$.50 cents each year. These changes are highlighted in yellow on the attachment. Because we are recommending a flat rate increase of \$.50 each year, this results in the percentage of increase ranging from 2.04% to 2.94%.

If approved, we are recommending having the revised schedule for part-time, seasonal, and temporary employees effective August 27, 2024. These salaries are included in the 2024 budget.

REQUESTED COUNCIL ACTION:

Make a motion to approve recommended changes to the 2024 Pay Range for part-time, seasonal, and temporary employees effective August 27, 2024.

Pay Range for Part-time, Seasonal, and Temporary Employees

Item 6.

GRADE	MINIMUM								
	0-1 Year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	Jobs Assigned to Grade
6	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.19	\$ 23.44	\$ 24.00	\$ 24.50	\$ 25.00	Maintenance Shift Lead (Yanmar Arena)
5	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	Arena Attendant I (Yanmar Arena)
	Flat rate								Jobs Assigned to Flat Rates
	\$ 21.00								Maintenance -Winter (Public Works)
	\$ 18.00								Maintenance II-Summer (Public Works)
	\$ 18.00								Arena Attendant II (Yanmar Arena)
	\$ 25.00								Head Election Judge (Administration)
	\$ 20.00								Election Judge (Administration)
	0-1 Year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	
	\$ 17.23 < 100 hours	\$ 21.81 > 100 hours	\$ 22.37						Hospital Security (Part-time)
	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	Maintenance I -Summer (Public Works)
	\$ 16.00								Animal Control Facility Attendant (Police)
	\$ 15.00								Warming House Attendant (Recreation)
	0-1 Year	2 years	3 years	4 years	5 years	6 years	7 years	8 years	Pokegama Golf Course
	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	Driving Range Attendants (Golf Course)
	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	General Maintenance (Golf Course)
	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	Golf Shop Attendants I (Golf Course)
	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	Starter/Ranger (Golf Course)
	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00	General Maintenance II (Golf Course)
	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00	Assistant Golf Professional



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 26, 2024

AGENDA ITEM: Consider Transfer for Civic Center Employees and Rehiring Seasonal PT Employee

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Dale Anderson is recommending the following changes for two regular PT employees:

John Arnold – Job Change/Transfer

John Arnold has been working as an Arena Attendant II. Dale Anderson would like to transfer John to the position of PT Civic Center Maintenance Shift Lead beginning September 1, 2024, with an hourly wage of \$20.00 per hour.

James (Jim) Carlson – Job Change/Transfer

Jim Carlson has been working as an Arena Attendant II. Dale Anderson would like to transfer Jim to the position of PT Civic Center Maintenance Shift Lead beginning September 1, 2024, with an hourly wage of \$21.00 per hour.

He would also like to rehire Josh Saunders as Seasonal PT Civic Center Maintenance Shift Lead, beginning September 1, 2024, through April 30, 2025, with an hourly wage of \$25.00 per hour.

These salaries are included in the 2024 and 2025 budget.

REQUESTED COUNCIL ACTION:

Make a motion to transfer John Arnold and Jim Carlson from Arena Attendant II position(s) to PT Civic Center Shift Lead position(s) beginning September 1, 2024, with an hourly wage as mentioned above; and rehiring Josh Saunders as Seasonal PT Civic Center Maintenance Shift Lead beginning September 1, 2024, through April 30, 2025, with an hourly wage as mentioned above.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 26, 2024
AGENDA ITEM: Consider approving revised job descriptions.
PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

On August 12, 2024, the City Council approved ending shared Human Resource services with Grand Rapids Public Utilities (GRPU) on September 30, 2024.

Attached is the draft revised job description for the position of Human Resources Officer, which removes duties associated with GRPU, and will go into effect on October 1, 2024. No other changes, other than a few grammatical corrections, were made to the job description. A red-lined version of the job description is included for reference.

Also attached is a draft of revised job descriptions for the position of Security Officer and Lead Hospital Security Officer, with an effective date of August 26, 2024. A few updates were made to both positions. A red-lined version of both job descriptions is included for reference.

REQUESTED COUNCIL ACTION:

Make a motion to approve the revised job description for Human Resources Officer, with an effective date of October 1, 2024, and approve the revised job descriptions for Security Officer, as well as Lead Hospital Security Officer, with an effective date of August 26, 2024 for both positions.

City of Grand Rapids Job Description

Job Title: Human Resources Officer
Department: Administration
FLSA Status: Exempt
Approved By: City Council
Approved Date:

Summary: Performs complex professional and complicated administrative work guiding and managing human resources services, policies, and programs for the City of Grand Rapids, hereinafter known as “City,,” coordinating the implementation of services, policies, and programs through administration staff, administering, and serving on the management team, assisting, and advising department heads about human resources issues, and related work as apparent or assigned. Work involves setting policies and goals under the direction of the City Administrator.

Essential Duties and Responsibilities include the following. The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

- Conducts recruiting and staffing based activities.
- Assists with recommending actions pertaining to organization development.
- Ensures the organization is in compliance with employment and regulatory concerns.
- Facilitates employee orientation, development, and training.
- Develops and recommends changes to policies or documentation procedures.
- Participates in labor relations and contract negotiations.
- Coordinates employee and community communication.
- Assists with the development and administration of compensation and benefits programs.
- Manages employee safety, welfare, wellness and health.
- Coordinates employee services and counseling.
- Oversees the implementation of Human Resources programs through Administration staff. Monitors administration to established standards and procedures.
- Selects and supervises Human Resources consultants and training specialists, and coordinates City use of health and life insurance carriers, retirement administrators, and other outside sources.
- Conducts a continuing study of all Human Resources policies, programs, and practices to keep management informed of new developments.
- Participates in Department Head meetings and attends other meetings and seminars.

Human Resources Information Systems (HRIS)

- Manages the development and maintenance of the HRIS.
- File maintenance and records retention.

Training and Development

- Plans and coordinates training to support employment law compliance and achievement of City goals and policies and develops on-going training program.
- Provides necessary education and materials to managers and employees including workshops, manuals, and employee handbooks.

- Assists Department Heads with the selection and contracting of external training programs and consultants.
- Assists with the development of and monitors the spending of the City-wide training budgets.

Employment

- Establishes and leads the standard recruiting and hiring practices and procedures necessary to recruit and hire a superior workforce.
- Participates in the interviews of candidates.

Employee Relations

- Formulates and recommends Personnel policies, procedures, and objectives for the City with regard to employee relations. Assists in updating and assuring compliance with the City's Personnel Policies and recommends changes to City Administrator.
- Partners with Department Heads to communicate Human Resources policies, procedures, programs, and laws.
- Documents and prepares information for contract negotiations, grievances, and arbitration, and assists City Administrator in the administration of these activities.
- Determines and recommends employee relations practices necessary to establish a positive employer-employee relationship and promote a high level of employee morale and motivation.
- Conducts investigations when employee grievances or concerns are brought forth.
- Monitors and advises Department Heads and supervisors in the progressive discipline system of the City.
- Reviews and guides Department Head recommendations for employment terminations.
- Leads the implementation of City safety and health programs. Monitors the tracking of OSHA-required data.

Compensation

- Assists the City Administrator with the City wage and salary structure, position classifications, assists with compliance of pay policies, and oversees the variable pay systems within the City including step increases.
- Prepares state pay equity report to assure compliance.

Benefits

- With the assistance of the City Administrator, obtains cost effective employee serving benefits.
- Leads the development of benefit orientations and other benefit training.
- Recommends changes in benefits offered, especially new benefits aimed at employee satisfaction and retention.

Law

- Leads City compliance with all existing governmental, labor and, and legal reporting requirements, including any related to the Equal Employment Opportunity (EEO), the Americans With Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), Employee Retirement Income Security Act (ERISA), the Department of Labor, worker compensation, the Occupational Safety and Health Administration (OSHA), and so forth. Maintains minimal City exposure to lawsuits.
- Protects the interests of the employees and the City, in accordance with the Personnel policies and governmental laws and regulations.

Education and Experience

Bachelor's degree in human resources, public administration, business administration, organizational development, or related field and moderate experience working in human resources, personnel management, or organizational development in a progressive leadership role, or equivalent combination of education and experience.

Specialized training in employment law, compensation, organizational planning, organization development, employee relations, and safety training, preferred. Active affiliation with appropriate Human Resources networks and organizations and ongoing community involvement, preferred. Valid driver's license in the State of Minnesota.

Physical Demands

Hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires standing, walking and reaching with hands and arms; work requires close vision, distance vision and ability to adjust focus; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

City of Grand Rapids Job Description

Job Title: Human Resources Officer
Department: Administration
FLSA Status: Exempt
Approved By: City Council
Approved Date: _____

Summary: Performs complex professional and complicated administrative work guiding and managing human resources services, policies, and programs for the City of Grand Rapids, hereinafter known as "City," coordinating the implementation of services, policies, and programs through administration staff, administering, and serving on the management team, assisting, and advising department heads about human resources issues, and related work as apparent or assigned. Work involves setting policies and goals under the direction of the City Administrator.

Essential Duties and Responsibilities include the following. The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

- Conducts recruiting and staffing based activities.
- Assists with recommending actions pertaining to organization development.
- Ensures the organization is in compliance with employment and regulatory concerns.
- Facilitates employee orientation, development, and training.
- Develops and recommends changes to policies or documentation procedures.
- Participates in labor relations and contract negotiations.
- Coordinates employee and community communication.
- Assists with the development and administration of compensation and benefits programs.
- Manages employee safety, welfare, wellness and health.
- Coordinates employee services and counseling.
- Oversees the implementation of Human Resources programs through Administration staff. Monitors administration to established standards and procedures.
- Selects and supervises Human Resources consultants and training specialists, and coordinates City use of health and life insurance carriers, retirement administrators, and other outside sources.
- Conducts a continuing study of all Human Resources policies, programs, and practices to keep management informed of new developments.
- Participates in Department Head meetings and attends other meetings and seminars.

Human Resources Information Systems (HRIS)

- Manages the development and maintenance of the HRIS.
- File maintenance and records retention.

Training and Development

- Plans and coordinates training to support employment law compliance and achievement of City goals and policies, and develops on-going training program.
- Provides necessary education and materials to managers and employees including workshops, manuals, and employee handbooks.

Deleted:

Deleted: " and Grand Rapids Public Utilities, hereinafter known as "Public Utilities"

Deleted: and Public Utilities General Manager

Deleted: s are

Deleted: and Public Utilities

Deleted: and Public Utilities

- Assists Department Heads with the selection and contracting of external training programs and consultants.
- Assists with the development of and monitors the spending of the City-wide training budgets.

Deleted: and Public Utilities General Manager

Deleted: and Public Utilities

Employment

- Establishes and leads the standard recruiting and hiring practices and procedures necessary to recruit and hire a superior workforce.
- Participates in the interviews of candidates.

Employee Relations

- Formulates and recommends Personnel policies, procedures, and objectives for the City with regard to employee relations. Assists in updating and assuring compliance with the City's Personnel Policies and recommends changes to City Administrator.
- Partners with Department Heads to communicate Human Resources policies, procedures, programs and laws.
- Documents and prepares information for contract negotiations, grievances, and arbitration, and assists City Administrator in the administration of these activities.
- Determines and recommends employee relations practices necessary to establish a positive employer-employee relationship and promote a high level of employee morale and motivation.
- Conducts investigations when employee grievances or concerns are brought forth.
- Monitors and advises Department Heads and supervisors in the progressive discipline system of the City.
- Reviews and guides Department Head recommendations for employment terminations.
- Leads the implementation of City safety and health programs. Monitors the tracking of OSHA-required data.

Deleted: and Public Utilities

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Deleted: and Public Utilities General Manager

Deleted: and Public Utilities General Manager

Deleted: and Public Utilities General Manager

Deleted: and Public Utilities

Deleted: Assists the Public Utilities General Manager in the implementation of the Public Utilities safety and health programs.

Compensation

- Assists the City Administrator with the City wage and salary structure, position classifications, assists with compliance of pay policies, and oversees the variable pay systems within the City including step increases.
- Prepares state pay equity report to assure compliance.

Deleted: and Public Utilities General Manager

Deleted: and Public Utilities

Benefits

- With the assistance of the City Administrator, obtains cost effective employee serving benefits.
- Leads the development of benefit orientations and other benefit training.
- Recommends changes in benefits offered, especially new benefits aimed at employee satisfaction and retention.

Deleted: and Public Utilities General Manager,

Deleted: ,

Law

- Leads City compliance with all existing governmental, labor, legal reporting requirements including any related to the Equal Employment Opportunity (EEO), the Americans With Disabilities Act (ADA), the Family and Medical Leave Act (FMLA), Employee Retirement Income Security Act (ERISA), the Department of Labor, worker compensation, the Occupational Safety and Health Administration (OSHA), and so forth. Maintains minimal City exposure to lawsuits.
- Protects the interests of the employees and the City in accordance with the Personnel policies and governmental laws and regulations.

Deleted: and Public Utilities

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Education and Experience

Bachelor's degree in human resources, public administration, business administration, organizational development, or related field and moderate experience working in human resources, personnel management, or organizational development in a progressive leadership role, or equivalent combination of education and experience.

Specialized training in employment law, compensation, organizational planning, organization development, employee relations, and safety training, preferred. Active affiliation with appropriate Human Resources networks and organizations and ongoing community involvement, preferred. Valid driver's license in the State of Minnesota.

Physical Demands

Hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires standing, walking and reaching with hands and arms; work requires close vision, distance vision and ability to adjust focus; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work has no exposure to environmental conditions; work is generally in a moderately noisy location (e.g. business office, light traffic).

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

City of Grand Rapids Job Description

Job Title: Security Officer
Department: Police
FLSA Status: Non-exempt
Approved By: City Council
Approved Date:

Summary

Protects people and property at Grand Itasca Clinic and Hospital and related facilities, maintaining security and performing related work as required or assigned. Works collaboratively with law enforcement agencies and hospital staff under the supervision of a Grand Rapids Police Captain.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- Maintains security at the Grand Itasca Clinic and Hospital on foot or in a vehicle, to preserve the peace, prevent and discover the commission of crime.
- Receives complaints and solves problems/issues in an effective and tactful manner.
- Responds to calls and complaints from Grand Itasca staff regarding the safety of facilities and grounds.
- Provides first aid for injured persons.
- Takes action to minimize disruptions, at Grand Itasca Clinic & Hospital, including other facilities.
- Prepares written reports to document activities.
- Responds to emergencies affecting patients, staff and members of the public.
- Coordinates activities with police and fire department personnel in response to emergencies on hospital/clinic grounds and facilities.
- Provides protective services to hospital/clinic employees and visitors upon their request.
- Reports and documents activities and situations that require the attention of Grand Itasca staff including safety hazards and property damage.
- Responds to questions, provides information and gives directions or aid as requested by Grand Itasca staff and the public.
- Provides after hours security checks to Grand Itasca Clinic and Hospital and other facilities.
- Directs traffic and assists with crowd control as needed.
- Makes informational presentations as requested.
- Gathers information and constructs reports for evidentiary purposes and provides testimony in court as required.
- Performs other duties as assigned.

Knowledge, Skills, Abilities and Competencies Required: The requirements listed below are representative of the knowledge, skill, abilities required to complete the essential functions at a satisfactory level.

- Knowledge of City of Grand Rapids City Policies, Grand Rapids Police Department Policies, Grand Itasca Clinic and Hospital Policies.
- Knowledge of and the ability to complete Officer Reports and daily logs.
- Knowledge of the appropriate use of the TASER.

- Knowledge of and the ability to use police and hospital radio communication equipment.
- Knowledge of the appropriate use of handcuffs.
- Ability to assist with patient restraints.
- Ability to operate standard office equipment and software.
- Ability to work rotating shifts, including emergency call outs.
- Ability to establish and maintain effective working relationships with medical staff, co-workers, supervisors, social service agencies, other public safety entities and members of the public.

Education and/or Experience

High school diploma or GED. Experience working within a public safety agency and some knowledge of police procedures are desirable.

Physical Demands

The work requires the regular exertion of up to 10 pounds of force and occasional exertion of up to 50 pounds of force; work regularly requires standing and walking, frequently requires sitting, speaking or hearing and using hands to finger, handle or feel and occasionally requires stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceived information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Special Requirements

- Obtain and maintain CPR/First Aid certification within a reasonable period of time as determined by the Grand Rapids Police Department.
- Complete and maintain TASER Training requirements as determined by the Grand Rapids Police Department.
- Complete and maintain Use of Force and Defensive Tactics Training, including use of non-lethal options, such as OC/Pepper spray, as required by the Grand Rapids Police Department.
- Possess a Valid Minnesota Driver's License.

City of Grand Rapids Job Description

Job Title: Security Officer
Department: Police
FLSA Status: Non-exempt
Approved By: City Council
Approved Date: September 11, 2017

Summary

Protects people and property at Grand Itasca Clinic and Hospital and related facilities, maintaining security and performing related work as required or assigned. Works collaboratively with law enforcement agencies and hospital staff under the supervision of a Grand Rapids Police ~~Sergeant~~Captain.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- Maintains security at the Grand Itasca Clinic and Hospital on foot or in a vehicle, to preserve the peace, prevent and discover the commission of crime.
- Receives complaints and solves problems/issues in an effective and tactful manner.
- Responds to calls and complaints from Grand Itasca staff regarding the safety of facilities and grounds.
- Provides first aid for injured persons.
- Takes action to minimize disruptions_{2,5} at Grand Itasca Clinic & Hospital, including other facilities.
- Prepares written reports to document activities_{2,5}
- Responds to emergencies affecting patients, staff and members of the public.
- Coordinates activities with police and fire department personnel in response to emergencies on hospital/clinic grounds and facilities.
- Provides protective services to hospital/clinic employees and visitors upon their request.
- Reports and documents activities and situations that require the attention of Grand Itasca staff including safety hazards and property damage.
- Responds to questions, provides information and gives directions or aid as requested by Grand Itasca staff and the public.
- Provides after hours security checks to Grand Itasca Clinic and Hospital and other facilities.
- Directs traffic and assists with crowd control as needed.
- Makes informational presentations as requested.
- Gathers information and constructs reports for evidentiary purposes and provides testimony in court as required.
- Performs other duties as assigned.

Knowledge, Skills, Abilities and Competencies Required: The requirements listed below are representative of the knowledge, skill, abilities required to complete the essential functions at a satisfactory level.

- Knowledge of City of Grand Rapids City Policies_{2,5}; Grand Rapids Police Department Policies_{2,5}; GrandItasca Clinic and Hospital Policies.
- Knowledge of and the ability to complete Officer Reports and daily logs.
- Knowledge of the appropriate use of the TASER.

- Knowledge of and the ability to use police and hospital radio communication equipment.
- Knowledge of the appropriate use of handcuffs.
- Ability to assist with patient restraints.
- Ability to operate standard office equipment and software.
- Ability to work rotating shifts, including emergency call outs.
- Ability to establish and maintain effective working relationships with medical staff, co-workers, supervisors, social service agencies, other public safety entities and members of the public.

Education and/or Experience

High school diploma or GED. Experience working within a public safety agency and some knowledge of police procedures are desirable.

Physical Demands

The work requires the regular exertion of up to 10 pounds of force and occasional exertion of up to 50 pounds of force; work regularly requires standing and walking, frequently requires sitting, speaking or hearing and using hands to finger, handle or feel and occasionally requires stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceived information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Special Requirements

- Obtain and maintain CPR/First Aid certification within a reasonable period of time as determined by the Grand Rapids Police Department.
- Complete and maintain TASER Training requirements as determined by the Grand Rapids Police Department.
- Complete and maintain Use of Force and Defensive Tactics Training, including use of non-lethal options, **such as OC/Pepper spray**, as required by the Grand Rapids Police Department.
- Possess a Valid Minnesota Driver's License.

City of Grand Rapids Job Description

Job Title: Hospital Security Officer Lead
Department: Police
FLSA Status: Non-exempt
Approved By: City Council
Approved Date:

Summary

Performs tasks substantially similar (in terms of nature and level) as the employees under his/her leadership. Protects people and property at Grand Itasca Clinic and Hospital and related facilities, maintaining security and performing related work as required or assigned. In addition, has responsibility for assisting the Police Department Supervisor in carrying out certain aspects of the supervisor's responsibility. Works collaboratively with law enforcement agencies and hospital staff under the supervision of a Grand Rapids Police Captain.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- Provides leadership in the day-to-day operations in order to achieve a safe and secure environment for patients, visitors and staff.
- Provides coaching to team members and will report to the Police Captain assigned to Hospital Security.
- Tracks security activity/calls and maintains monthly reports.
- Represents Hospital Security at all pertinent Grand Itasca Clinic and Hospital meetings.
- Oversees training regarding questions on policies, etc.
- Maintains security at the Grand Itasca Clinic and Hospital on foot or in a vehicle, to preserve the peace, prevent and discover the commission of crime.
- Receives complaints and solves problems/issues in an effective and tactful manner..
- Responds to calls and complaints from Grand Itasca staff regarding the safety of facilities and grounds.
- Provides first aid for injured persons.
- Takes action to minimize disruptions; at Grand Itasca Clinic & Hospital, including other facilities.
- Prepares written reports to document activities;
- Responds to emergencies affecting patients, staff and members of the public.
- Coordinates activities with police and fire department personnel in response to emergencies on hospital/clinic grounds and facilities.
- Provides protective services to hospital/clinic employees and visitors upon their request.
- Reports and documents activities and situations that require the attention of Grand Itasca staff including safety hazards and property damage.
- Responds to questions, provides information and gives directions or aid as requested by Grand Itasca staff and the public.
- Provides after hours security checks to Grand Itasca Clinic and Hospital and other facilities.
- Directs traffic and assists with crowd control as needed.
- Makes informational presentations as requested (i.e. Citizens Academy).
- Gathers information and constructs reports for evidentiary purposes and provides testimony in court as required.
- Performs other duties as assigned.

Knowledge, Skills, Abilities Required: The requirements listed below are representative of the knowledge, skill, abilities required to complete the essential functions at a satisfactory level.

- Knowledge of City of Grand Rapids City Policies, Grand Rapids Police Department Policies, Grand Itasca Clinic and Hospital Policies.
- Knowledge of and the ability to complete Officer Reports and daily logs.
- Knowledge of the appropriate use of the TASER.
- Knowledge of and the ability to use police and hospital radio communication equipment.
- Knowledge of the appropriate use of handcuffs.
- Ability to assist with patient restraints.
- Ability to operate standard office equipment and software.
- Ability to work rotating shifts, including emergency call outs.
- Ability to establish and maintain effective working relationships with medical staff, co-workers, supervisors, social service agencies, other public safety entities and members of the public.

Competencies Required:

- **Honesty and integrity**
- **Confidence**
- **Inspire others**
- **Commitment and Passion**
- **Good Communicator**
- **Decision-Making Capabilities**
- **Accountability**
- **Delegation and Empowerment**
- **Creativity and Innovation**
- **Empathy**
-

Education and/or Experience

High school diploma or GED. Minimum of 2 years post-secondary education. Experience working within a public safety agency and some knowledge of police procedures are desirable.

Physical Demands

The work requires the regular exertion of up to 10 pounds of force and occasional exertion of up to 50 pounds of force; work regularly requires standing and walking, frequently requires sitting, speaking or hearing and using hands to finger, handle or feel and occasionally requires stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceived information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Special Requirements

- Obtain and maintain CPR/First Aid certification within a reasonable period as determined by the Grand Rapids Police Department.
- Complete and maintain TASER Training requirements as determined by the Grand Rapids Police Department.
- Complete and maintain Use of Force and Defensive Tactics Training, including use of non-lethal options, such as OC/Pepper spray, as required by the Grand Rapids Police Department.
- Possess a Valid Minnesota Driver's License.

City of Grand Rapids Job Description

Job Title: Lead Hospital Security Officer ~~Lead~~
Department: Police
FLSA Status: Non-exempt
Approved By: City Council
Approved Date: July 22, 2019

Summary

Performs tasks substantially similar (in terms of nature and level) as the employees under his/her leadership. Protects people and property at Grand Itasca Clinic and Hospital and related facilities, maintaining security and performing related work as required or assigned. In addition, has responsibility for assisting the Police Department Supervisor in carrying out certain aspects of the supervisor's responsibility. Works collaboratively with law enforcement agencies and hospital staff under the supervision of a Grand Rapids Police ~~Sergeant~~ Captain.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- Provides leadership in the day-to-day operations in order to achieve a safe and secure environment for patients, visitors and staff.
- Provides coaching to team members and will report to the Police ~~Sergeant~~ Captain assigned to Hospital Security.
- Tracks security activity/calls and maintains monthly reports.
- Represents Hospital Security at all pertinent Grand Itasca Clinic and Hospital meetings.
- Oversees training regarding questions on policies, etc.
- Maintains security at the Grand Itasca Clinic and Hospital on foot or in a vehicle, to preserve the peace, prevent and discover the commission of crime.
- Receives complaints and solves problems/issues in an effective and tactful manner..
- Responds to calls and complaints from Grand Itasca staff regarding the safety of facilities and grounds.
- Provides first aid for injured persons.
- Takes action to minimize disruptions; at Grand Itasca Clinic & Hospital, including other facilities.
- Prepares written reports to document activities;
- Responds to emergencies affecting patients, staff and members of the public.
- Coordinates activities with police and fire department personnel in response to emergencies on hospital/clinic grounds and facilities.
- Provides protective services to hospital/clinic employees and visitors upon their request.
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- Responds to questions, provides information and gives directions or aid as requested by Grand Itasca staff and the public.
- Provides after hours security checks to Grand Itasca Clinic and Hospital and other facilities.
- Directs traffic and assists with crowd control as needed.
- Makes informational presentations as requested (i.e. Citizens Academy).
- Gathers information and constructs reports for evidentiary purposes and provides testimony in court as required.
- Performs other duties as assigned.

Knowledge, Skills, Abilities Required: The requirements listed below are representative of the knowledge, skill, abilities required to complete the essential functions at a satisfactory level.

- Knowledge of City of Grand Rapids City Policies, Grand Rapids Police Department Policies, Grand Itasca Clinic and Hospital Policies.
- Knowledge of and the ability to complete Officer Reports and daily logs.
- Knowledge of the appropriate use of the TASER.
- Knowledge of and the ability to use police and hospital radio communication equipment.
- Knowledge of the appropriate use of handcuffs.
- Ability to assist with patient restraints.
- Ability to operate standard office equipment and software.
- Ability to work rotating shifts, including emergency call outs.
- Ability to establish and maintain effective working relationships with medical staff, co-workers, supervisors, social service agencies, other public safety entities and members of the public.

Competencies Required:

- **Honesty and integrity**
- **Confidence**
- **Inspire others**
- **Commitment and Passion**
- **Good Communicator**
- **Decision-Making Capabilities**
- **Accountability**
- **Delegation and Empowerment**
- **Creativity and Innovation**
- **Empathy**
-

Education and/or Experience

High school diploma or GED. Minimum of 2 years post-secondary education. Experience working within a public safety agency and some knowledge of police procedures are desirable.

Physical Demands

The work requires the regular exertion of up to 10 pounds of force and occasional exertion of up to 50 pounds of force; work regularly requires standing and walking, frequently requires sitting, speaking or hearing and using hands to finger, handle or feel and occasionally requires stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceived information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

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Special Requirements

- Obtain and maintain CPR/First Aid certification within a reasonable period as determined by the Grand Rapids Police Department.
- Complete and maintain TASER Training requirements as determined by the Grand Rapids Police Department.
- Complete and maintain Use of Force and Defensive Tactics Training, including use of non-lethal options, such as OC/Pepper spray, as required by the Grand Rapids Police Department.
- Possess a Valid Minnesota Driver's License.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 26, 2024

AGENDA ITEM: Consider revised definition of Immediate Family in Personnel Policies

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

The City Council approved an Earned Sick and Safe Leave (ESST) Policy in December 2023. A revised and amended ESST policy was approved in January 2024.

To have consistent language with the ESST Policy and our Personnel Policies (Employee Handbook), we are requesting to redefine immediate family in our Personnel Policies.

Currently, our Personnel Policies define “Immediate Family” as employee’s spouse, children, stepchildren, parents, or legal guardian and siblings.

To have closer consistency between the ESST Policy and our Personnel Policies, we are requesting to have a more broadly interpreted definition in our Personnel Policies description of “Immediate Family” as, spouse or domestic partner; children, foster children, adult children, legal ward, children for whom the employee is legal guardian, or children to whom the employee stands or stood in loco parentis; sibling, step-sibling, or foster sibling; biological, adoptive, or foster parent, step-parent or a person who stood in loco parentis when the employee was a minor child; grandchildren, foster grandchildren, or step grandchildren; grandparent or step grandparent; a child-in-law or sibling in-law, and any other individual related by blood or whose close association with the employee is the equivalent of a family relationship. We would like this language to be retroactive to January 1, 2024, which is when the ESST Policy went into effect.

This broad language will provide closer consistency with our ESST Policy, which helps with policy enforcement and uniformity for the employee. This language has been reviewed by our labor attorney.

REQUESTED COUNCIL ACTION:

Make a motion to approve the revised definition of “Immediate Family” in the City of Grand Rapids Personnel Policies, as mentioned above, with an effective date retroactive to January 1, 2024.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 26, 2024

AGENDA ITEM: Consider approving change order for Yanmar Arena Project

PREPARED BY: Glen Hodgson

BACKGROUND:

One change order related to the Yanmar Arena project is presented for Council approval.

Change Order 4 for Work Scope 6 (Fire Protection) with Summit Companies:

- Provides for labor and materials necessary to adjust existing fire sprinkler heads to accommodate the new ceiling grid in the east lobby.
- An estimated cost for this work was included in the final bonding budget. Therefore, adequate project funds remain to cover this change order.
- Increases the Summit contract by \$2,980.00.

REQUESTED COUNCIL ACTION:

Make a motion approving this change order.



ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470
Phone: (763) 354-2670

Project: S19041C - IRA Civic Center- Grand Rapids
1401 NW 3rd Ave
Grand Rapids, Minnesota 55744

Contract Change Order #004: CE #120 - Summit CO - East Lobby Ceiling Work

CONTRACT COMPANY:	Summit Companies - Duluth Office 1902 West First Street Duluth, Minnesota 55802	CONTRACT FOR:	SC-S19041C-006:WS 06 Fire Protection - Summit
DATE CREATED:	8/09/2024	CREATED BY:	Austin May (ICS - Park Rapids, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Field Work Order
PAID IN FULL:	No	EXECUTED:	Yes
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$2,980.00

DESCRIPTION:
CE #120 - Summit CO - East Lobby Ceiling Work
This CO is for the existing Fire Suppression removal and reinstall that was needed for the new ceilings.

ATTACHMENTS:
[Change Order 5 - IRA Civic center.pdf](#)

CHANGE ORDER LINE ITEMS:
CCO #004

#	Cost Code	Description	Type	Amount
1	5--5.06 - Work Scope 06	Summit CO - East Lobby Ceiling Work	Other	\$ 2,980.00
Subtotal:				\$2,980.00
Grand Total:				\$2,980.00

The original (Contract Sum)	\$ 195,900.00
Net change by previously authorized Change Orders	\$ 11,400.00
The contract sum prior to this Change Order was	\$ 207,300.00
The contract sum would be changed by this Change Order in the amount of	\$ 2,980.00
The new contract sum including this Change Order will be	\$ 210,280.00
The contract time will not be changed by this Change Order by 0 days	

ICS
104 Park Ave N, Suite 201
Park Rapids, Minnesota 56470

Summit Companies - Duluth Office
1902 West First Street
Duluth Minnesota 55802

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota 55744

City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota 55744

SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____ SIGNATURE _____ DATE _____

FROM: Summit Fire Protection
4619 Airpark Blvd
Duluth, MN 55811
Phone (218)-740-4412
Fax 218-740-4413



CHANGE ORDER

TO: ICS Consulting, LLC PROJECT NAME: IRA Civici Center
1331 Tyler Street NE, Suite 101 Renovations
Minneapolis, MN 55413 PROJECT ADDRESS: 1401 Northwest Third Avenue
Grand Rapids, MN 55744

ATTN: Sean Lewis

SUMMIT JOB #	CHANGE ORDER #	DATE	CONTRACT FOR
1-1050-00669	#5	6/14/2024	Fire Protection
This change order includes all material, labor, equipment and applicable sales/use tax necessary to complete work.			
CONTRACT CHANGE ORDER DESCRIPTION			

1st floor East Lobby - Labor & Material to modify the existing sprinkler heads and drops to provide protection to the renovated East Main Lobby area, after the installation of new 2x2 Ceilings. **Labor = \$2,440 Material = \$540 Total = \$2,980**

TOTAL AMOUNT OF THIS CHANGE ORDER \$2,980.00

Original Contract Amount	<u>\$195,900.00</u>
Net Change by Previous Change Orders	<u>\$12,500.00</u>
Contract Amount Prior to this Change Order	<u>\$208,400.00</u>
Amount of this Change Order	<u>\$2,980.00</u>
New Contract Amount Including this Change Order	\$211,380.00

The work covered by this change order shall be performed under the same terms and conditions as specified in the original contract, unless otherwise stipulated.

Please acknowledge acceptance and return one copy to this office within five (5) working days.

This work is being completed now as approved by Austin May

This work will be completed upon your signature _____

COMPANY NAME: _____

Summit Fire Protection

BY: _____

BY: _____

DATE: _____

Kenneth C. Schlais
Manager / Sales



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 26, 2024

AGENDA ITEM: Consider approving proposal from ICS for construction management services related to acoustical improvements at Yanmar Arena

PREPARED BY: Glen Hodgson

BACKGROUND:

The Council has previously approved a quotation from St. Cloud Acoustics for installation of acoustical panels in the west venue. That proposal is for the lump sum price of \$140,460. ICS has or will provide services related to design, quotation solicitation, contract management, and construction observation for this work scope.

The original agreement between the City and ICS specifies a construction management fee of 10.5% of the project construction cost. Since this is additional work for ICS, it is appropriate that they be compensated for that work. ICS has submitted a letter proposing to provide construction management services for a fee of \$14,748. This amount is 10.5% of the lump sum price from St. Cloud Acoustics, so this fee is consistent with the original ICS/City agreement.

The actual installation work is scheduled to begin in early to mid-September.

REQUESTED COUNCIL ACTION:

Make a motion approving the ICS proposal in the amount of \$14,748 for construction management services for acoustical improvements.

8/8/2024

Glen Hodgson
Project Manager
City of Grand Rapids
Grand Rapids, MN 55744



525 South Lake Avenue, Suite 222
Duluth, MN 55802
ics-builds.com
(218) 722-3060

Re: Acoustical Treatment for Yanmar Arena

Dear Mr. Hodgson

ICS is pleased to provide a proposal for management of Acoustic Treatment Services for the Yanmar Arena in Grand Rapids, MN. This submission is based on providing Project Oversight, Construction Management, Development of RFP's for contractor submission to the City, update drawings and providing expert acoustical support from KRA (Sari Ronnholm) for this project. Our team will ensure that all Acoustical treatments are complete, accurate and installed properly.

St. Cloud Acoustics proposal of \$140,460 for Acoustic Treatment for the Yanmar Arena, as described in the RFP prepared by ICS, was accepted by the City Council.

ICS proposes a 10.5% fee (\$14,748) to cover the cost of developing the RFP, recruiting approved vendors, providing expert acoustic services and management of the installation of the approved Acoustic treatments.

All services will be performed in accordance with the terms and conditions of our previous agreement. Please, if there are any questions or if additional information or support is needed, contact me directly at 218-244-6600 or by email at Kent.Koerbitz@ics-builds.com

Sincerely,

Kent Koerbitz

Kent Koerbitz
Project Development Specialist
ICS





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 08/26/2024

AGENDA ITEM: Consider adopting a resolution accepting a \$1,048.37 additional training reimbursement from the Minnesota Board of Firefighter Training and Education for the Grand Rapids Fire Department.

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

The Minnesota Board of Firefighter Training & Education had granted the Grand Rapids Fire Department a \$6,600.00 Round 15 Training Reimbursement Grant for the period July 1, 2023 through June 30, 2024. MBFTE has awarded an additional \$1,048.37 in training reimbursement for this period.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting the \$1,048.37 additional training reimbursement from the Minnesota Board of Firefighter Training and Education for the Grand Rapids Fire Department.

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

RESOLUTION NO. 24-

A RESOLUTION ACCEPTING A \$1,048.37 REDISTRIBUTION GRANT FROM THE MINNESOTA BOARD OF FIREFIGHTER TRAINING and EDUCATION (MBFTE) FOR THE GRAND RAPIDS FIRE DEPARTMENT TRAINING PROGRAM

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

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

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

- The Minnesota Board of Firefighter Training & Education had granted the Grand Rapids Fire Department a \$6,600.00 Round 15 Training Reimbursement Grant for the period July 1, 2023 through June 30, 2024. MBFTE has awarded an additional \$1,048.37 in training reimbursement for this period.

Adopted this 26th day of August 2024.

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.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 8-26-24

AGENDA ITEM: Consider an agreement with Greg Mueller for the creation of a sculpture at Crystal Lake Park located on the east shore of Crystal Lake

PREPARED BY: Tom Pagel, City Administrator

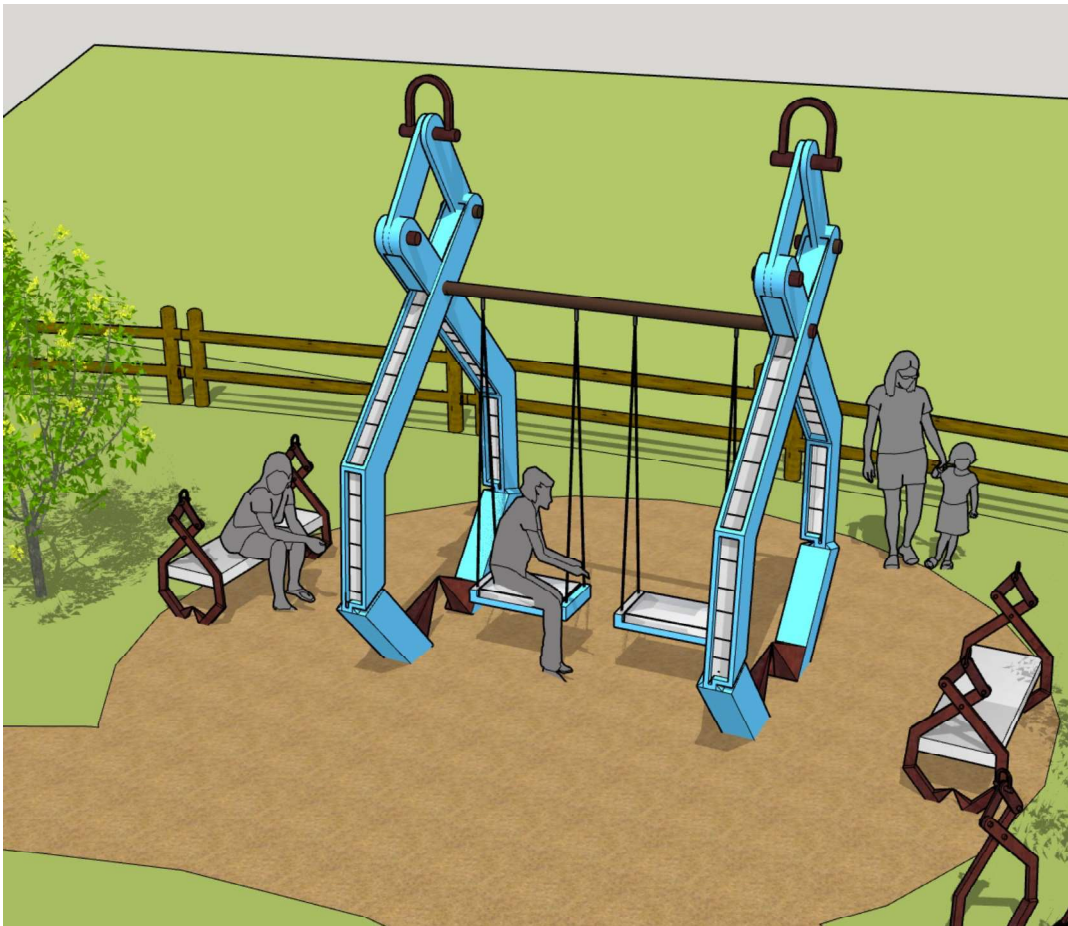
BACKGROUND:

As funding is available, the Arts & Culture Commission works with artists to create art throughout the city. This year's project will be created by Greg Mueller, and will honor the history of harvesting ice from Crystal Lake, also known as Ice Lake to locals. The general theme is two large ice claws that will support a swing for people to utilize. In essence, interactive art. For detail, please review Attachment A of the agreement. Funding for the project is derived from a dedicated city art fund generated from a 1.5% charge to street projects.

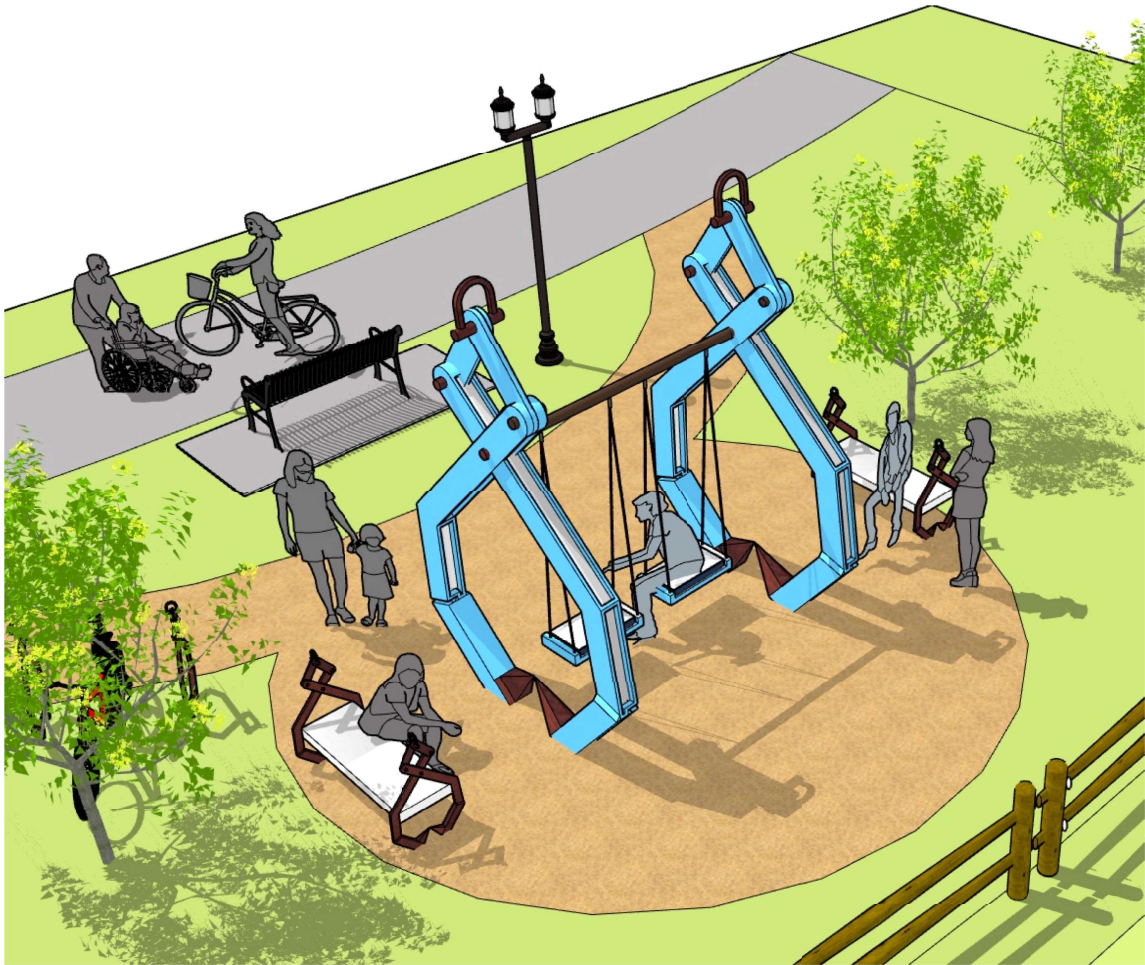
REQUESTED COUNCIL ACTION:

Make a motion to enter into an agreement with Greg Mueller for a sculpture/swing located on the east shore of Crystal Lake.

PRELIM PROPOSAL : DRAWING 2



PRELIM PROPOSAL : DRAWING 3

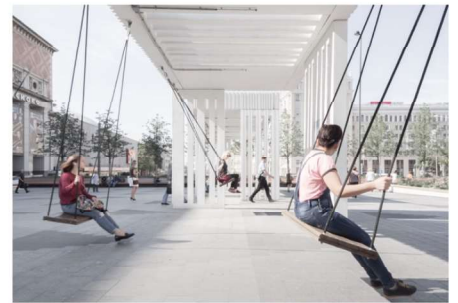
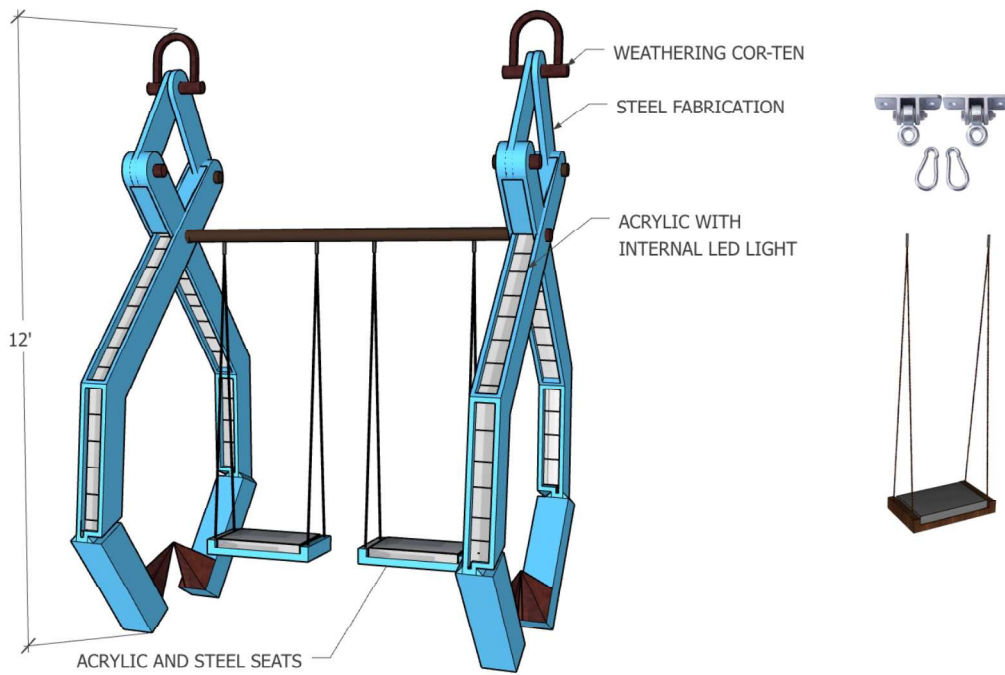


PRELIM PROPOSAL : DRAWING 4



CONSTRUCTION: **DRAWING 5**

- APPROX 12'H x 9' W x 9' D
- STEEL FABRICATION with FROSTED ACRYLIC PANELS
- CABLE SWING ELEMENTS WITH FROSTED ACRYLIC / STEEL SEATS
- ARCHITECTURAL EXTERIOR POWDER COATING / WEATHERING STEEL ACCENTS



ARTWORK DESIGN AGREEMENT

This Agreement is between the City of Grand Rapids (“City”) and Greg Mueller, PO Box 196, Lutsen Mountain, MN 55612 (“Artists”) selected by the Grand Rapids Arts & Culture Commission to create a sculpture to be placed at Crystal Park, located on the east side of Crystal Lake, in Grand Rapids, Minnesota.

WHEREAS, City wishes to create a visible and creative project to engender visible improvements and encourage citizen engagement within the City of Grand Rapids; and

WHEREAS, City has selected the (“Artist”) to for the project;

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

1. Scope of Work.

Artist agrees to create and install the sculpture as generally depicted in Attachment A.

2. City Responsibility. The City shall be responsible for the placement of sidewalk and any necessary footing for the sculpture.

3. Schedule. The Artists shall complete and install sculptures prior to July 1, 2024.

4. Compensation. The Artist shall be paid a Lump Sum fee of \$70,000 to complete the Scope of Work. Payment to Artist shall be as follows: \$25,000 upon execution of the Agreement, \$25,000 on or about May 1, 2025, and \$20,000 upon final completion of Scope of Work.

5. Insurance. City waives any insurance requirements for Artist.

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

City of Grand Rapids:

ARTISTS:

By: _____

By: _____

Name: _____

Printed Name: _____

By: _____

Name: _____

ATTACHMENT A



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 26, 2024

AGENDA ITEM: Consider appointment of Sarah P. Phillips to the position of Police Officer with the Grand Rapids Police Department.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

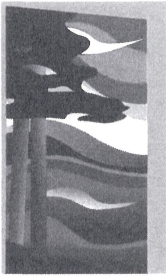
The Grand Rapids Police Department (GRPD) recently posted an open Patrol Officer position. From this posting, the City received three (3) applications. The interview committee, consisting of Chief Andy Morgan, Captain Kevin Ott, Captain Jeremy Nelson, and myself, interviewed all three (3) applicants, and are recommending the appointment of **Sarah Phillips** to the position of Police Officer, subject to satisfactory results of a background check, pre-employment medical exam, psychological exam, drug screening, completion of post-license for law enforcement, which is expected to be completed by July 31, 2025, and a six (6) month probationary period following her start date. .

A start date will be determined at a later date, based on the length of time necessary to complete the background check and all other conditions of employment, including the completion of post-license for law enforcement. Based on the current Law Enforcement Labor Services (LELS) Agreement, the Memorandum of Understanding approved at the March 13, 2023, City Council Meeting, and the Memorandum of Agreement approved at the February 12, 2024, City Council Meeting, Sarah will be starting as a new Police Officer with a starting wage of \$32.34 per hour, will have a 6-month probationary period, and will follow the schedule for a new Police Officer for placement on the Flexible Time Off (FTO) table.

Sarah is currently enrolled in the law enforcement program at Minnesota North College, where she has completed the first year of the two-year program. She has a background working as a respite care provider in the State of Rhode Island, and she's a Certified Nursing Assistant (CNA). Most recently, Sarah has been working as the Police Department Summer Intern, where she's been exposed to a variety of Police Department activities. She has fit in well at the Police Department and is eager to take her career to the next level, working as a Police Officer.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Sarah Phillips, as listed above, to the position of Police Officer, subject to satisfactory results of a background check, pre-employment medical exam, psychological exam, drug screening, completion of post-license for law enforcement, which is expected to be completed by July 31, 2025, and a six (6) month probationary period following her start date.



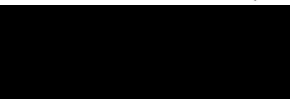
CITY OF
GRAND RAPIDS
 IT'S IN MINNESOTA'S NATURE

ADMINISTRATION DEPARTMENT

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

August 5, 2024

Mrs. Sarah P. Phillips



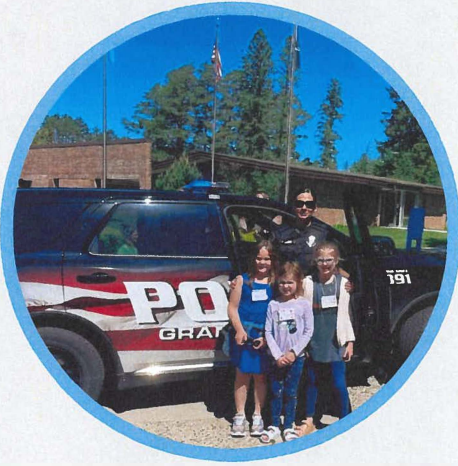
Dear Sarah,

Please consider this letter as a conditional offer of employment for the position of Police Officer for the City of Grand Rapids Police Department. Following is an outline of the terms and conditions of your pending employment.

Upon your signed and returned agreement with the terms and conditions stated herein, your appointment to the position of Police Officer will be presented to the City Council at their subsequent City Council Meeting, and is subject to the successful completion of a background check, pre-employment medical exam, psychological exam, drug screening, and completion of post-license for law enforcement, expected to be successfully completed no later than July 31, 2025.

Should you accept this conditional offer, the starting date of your employment is to be determined (TBD), based on the length of time necessary to complete the background check and all other conditions of employment, including the successful completion of post-license for law enforcement, which is expected to be completed no later than July 31, 2025. The starting hourly salary will be \$32.34, based on the current LEELS Agreement, Memorandum of Understanding approved by City Council on March 13, 2023, and Memorandum of Agreement approved by City Council on February 12, 2024.

- You will need to successfully pass a *Driver's License Check*. We will contact you regarding the details of completing this form, prior to your pending start date.
- You will need to successfully complete and pass a medical examination with Occupational Medicine at Grand Itasca Clinic and Hospital. We will contact you regarding the details of getting this scheduled, prior to your pending start date.
- You will need to successfully complete and pass a psychological evaluation. We will contact you regarding getting this scheduled, prior to your pending start date.



SARAH PINTO PHILLIPS

Law Enforcement Officer Applicant

CONTACT

PHONE:

[REDACTED]

ADDRESS:

[REDACTED]

EMAIL:

[REDACTED]

LEADERSHIP EXPERIENCE

- Class Commander for Minnesota North Law Enforcement Class of 2025
- Office Management for InterSat Communications (2014-2022)
- Co-owner of Unifi North Internet Service and InterSat Communications (2014-Present)

OBJECTIVE

My objective is to obtain a position with the Grand Rapids Police Department, where I can utilize my skills and dedication to contribute to public safety, build strong community relationships, and work collaboratively with a team to uphold the law and protect the citizens of Grand Rapids.

EDUCATION

Chariho High School

453 Switch Road
Wood River, RI 02894

[REDACTED]

South County Community Action

230 Old Tower Hill Road, Wakefield, RI 02879

[REDACTED]

General Education Diploma

Chariho Vocational School

[REDACTED]

CNA License

Minnesota North College

Hibbing Campus
Law Enforcement Program
(2023-2025)

Associates degree

(T.B.D.)

POST License

WORK EXPERIENCE

2012-2014

• **Respite Care Worker** • State Of Rhode Island

2014-2022

• **Corporate Officer** • Secretary and CEO
 • UniFi North Internet Service and InterSat Communications

5/24- Current

• **Community Service Officer** • City of Grand Rapids (GRPD)

SKILLS

- **Client Interaction:** Demonstrated strong interpersonal skills by engaging with customers to understand their needs, providing tailored solutions and ensuring high levels of satisfaction by effectively addressing inquiries, resolving issues, and maintaining positive relationships.
- **Event Planning and Coordination:** Efficiently planned and coordinated various events, ensuring smooth operations and effective communication among team members.
- **Job Scheduling:** Expertly managed and scheduled tasks and shifts, ensuring optimal resource allocation and timely completion of assignments.
- **Filling Out Legal Documentation and Paperwork:** Proficient in accurately completing and processing legal documents and paperwork, ensuring compliance with regulations and protocols.
- **Contract Filing:** Managed and organized contract documents, maintaining confidentiality and ensuring they were easily accessible for review.
- **Strong Leadership:** Managed and co-ownership of 2 successful communications companies for over a decade exercising strong leadership with our team, providing guidance and planning for successful expansion and growth.

COMMUNICATION

With over a decade of experience in sales, I have honed exceptional interpersonal communication skills. I consistently engage with clients to understand their needs, provide tailored solutions, and build lasting relationships. My ability to communicate effectively, both in-person and over the phone, has been instrumental in resolving issues, negotiating contracts, and ensuring customer satisfaction. My extensive experience has equipped me with the skills to interact with diverse individuals, handle challenging situations with tact, and maintain a professional demeanor under all circumstances.

REFERENCES

- Douglas Kelder - [REDACTED]
- Mike Flatten - [REDACTED]
- Melissa Freeburg - [REDACTED]

Employment Application

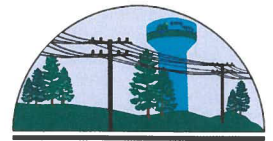
Item 14.



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

420 N. Pokegama Avenue
Grand Rapids, MN 55744
(218)326-7606
(218)326-7608 Fax
www.cityofgrandrapids.com

500 SE 4th Street
Grand Rapids, MN 55744
(218)326-7024
(218)326-7698 Fax
www.grpuc.org



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

Equal Opportunity Employers

Please complete by printing in ink or typing. The application must be signed for employment consideration.

Thank you for considering employment with the City of Grand Rapids and Grand Rapids Public Utilities. We welcome you as an applicant and look forward to reviewing your application information. It is our policy to provide equal opportunity in employment. The City of Grand Rapids and Grand Rapids Public Utilities will not discriminate on the basis of race, color, creed, age, religion, national origin, marital status, disability, sex, sexual orientation, familial status, status with regard to public assistance, local human rights commission activity, or any other basis protected by law.

Please furnish complete information on the application form, so we may accurately and completely assess your qualifications. You may attach any other information that provides additional details about your qualifications for employment in the position you seek. Please refer to the Applicant Data Practices Advisory for guidance regarding how your application information will be used, the consequences of providing or not providing information, and more.

The City of Grand Rapids and Grand Rapids Public Utilities accommodates qualified persons with disabilities in all aspects of employment, including the application process. If you believe you need a reasonable accommodation to complete the application process, please contact Human Resources at 218-326-7606.

PERSONAL INFORMATION

NAME Last Phillips	First Sarah	Middle Pinto	POSITION APPLIED FOR: Police Officer
MAILING ADDRESS [REDACTED]			TODAY'S DATE: 6/27/24 DATE AVAILABLE TO WORK: 6/2005
[REDACTED]			STATUS DESIRED: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Seasonal
[REDACTED]			EMAIL ADDRESS: [REDACTED]
Are you a U.S. citizen or do you have legal Authorization to work in the U.S.? Proof of age and/or eligibility to work may be requested.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Do you have a valid driver's license? (For driving positions only)
Will your continued employment require employer sponsorship?		<input type="checkbox"/> <input checked="" type="checkbox"/>	Are you <u>under</u> 18 years of age? <input type="checkbox"/> <input checked="" type="checkbox"/>

EDUCATIONAL INFORMATION

School Name, City and State		Major Area of Study
High School: Charino High 453 Switch Road Wood River Junction RI 02894	Diploma <input type="checkbox"/> YES <input type="checkbox"/> NO GED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	
College: Minnesota North College - Hibbing	Degree Completed: <input type="checkbox"/> YES <input type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	Law Enforcement
Graduate School:	Degree Completed: <input type="checkbox"/> YES <input type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	
Technical or Vocational Programs: Charino Vocational School	(indicate type of certificate earned) CNA License	Nursing Assistant

List any other courses, seminars, workshops, or training you have that may provide you with skills related to this position: My over ten years as a secretary have equipped me with essential skills for law enforcement. I excel in organizing schedules and maintaining meticulous records, crucial for handling case files and evidence. Clear communication skills and multitasking abilities allow me to interact effectively with colleagues and the public, manage dynamic situations, and respond to emergencies. With a strong ethical compass and attention to detail, I am committed to upholding protocols and contributing to community safety.

List any current licenses or certificates you possess which may be related to this position:
I am currently pursuing my post-license for law enforcement, expected to be completed in 2005. Additionally, I hold a valid Purchase and Carry permit for the state of Minnesota.

List any current registration(s) or membership(s) related to the position for which you are applying:
I am actively engaged as a committed member of the Grand Rapids Police Reserve Program, where I contribute my skills and dedication to supporting law enforcement efforts within our community.

EMPLOYMENT EXPERIENCE

CURRENT EMPLOYMENT INFORMATION			
EMPLOYER	DATES EMPLOYED		JOB TITLE:
Visiting Nurses	FROM	TO	CNA (Nursing Assistant)
ADDRESS	2003	2005	NAME OF LAST SUPERVISOR:
[REDACTED]	Do not remember due to length of time.		
	DESCRIBE YOUR WORK IN THIS JOB: my duties included		
	Providing personal care to clients, assisting with daily living activities, administering medications, monitoring vital signs, supporting clients with mobility and exercises, preparing meals, and offering companionship and emotional support.		
May we contact this employer?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
	<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other		
REASON FOR LEAVING:	[REDACTED]		

PREVIOUS EMPLOYMENT INFORMATION			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER	DATES EMPLOYED		JOB TITLE:
	FROM	TO	
ADDRESS			NAME OF LAST SUPERVISOR:
CITY, STATE, ZIP	DESCRIBE YOUR WORK IN THIS JOB:		
TELEPHONE Area Code + Number			
May we contact this employer?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other		
REASON FOR LEAVING:			

PREVIOUS EMPLOYMENT INFORMATION			
EMPLOYER	DATES EMPLOYED		JOB TITLE:
	FROM	TO	
ADDRESS			NAME OF LAST SUPERVISOR:
CITY, STATE, ZIP	DESCRIBE YOUR WORK IN THIS JOB:		
TELEPHONE Area Code + Number			
May we contact this employer?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
	<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other		
REASON FOR LEAVING:			

EMPLOYMENT EXPERIENCE

CURRENT EMPLOYMENT INFORMATION			
EMPLOYER City of Grand Rapids	DATES EMPLOYED FROM TO		JOB TITLE: Community Service Officer
ADDRESS 420 N Pokegama Ave.	5/24	Current	NAME OF LAST SUPERVISOR: Jeremy Nelson
CITY, STATE, ZIP Grand Rapids, MN 55744	DESCRIBE YOUR WORK IN THIS JOB: As a community Service Officer, I manage blight properties, assist citizens with vehicle lockouts, and handle the retrieval and care of animals at our shelter, ensuring they are returned to their owners or placed appropriately. Additionally, I support community events and assist with traffic control.		
TELEPHONE Area Code + Number 218-326-7600			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING:			

PREVIOUS EMPLOYMENT INFORMATION			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER Unifi North/Inter Sat Comm	DATES EMPLOYED FROM TO		JOB TITLE: Corporate Secretary/officer
ADDRESS [REDACTED]	2014	2022	NAME OF LAST SUPERVISOR: Nathan Phillips
TELEPHONE Area Code + Number [REDACTED]	DESCRIBE YOUR WORK IN THIS JOB: My responsibilities included calling and assisting customers both in the office and over the phone, entering orders, scheduling appointments, managing filing systems, processing payroll, and overseeing booths at community events.		
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: I resigned from my position to pursue full-time education.			

EMPLOYER State of Rhode Island	DATES EMPLOYED FROM TO		JOB TITLE: Respite Care Worker
ADDRESS [REDACTED]	2012	2014	NAME OF LAST SUPERVISOR: Bernadette & Michael Patton
TELEPHONE Area Code + Number [REDACTED]	DESCRIBE YOUR WORK IN THIS JOB: I worked as a respite care worker for a male with special needs, providing assistance with daily care, shopping, cooking, life skills development, and supporting his participation in Special Olympics activities.		
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: I resigned from my position due to relocation out of state.			

UNPAID EXPERIENCE

Describe any unpaid or volunteer experience relevant to the position for which you are applying (you may include, if you wish, information which would reveal race, sex, religion, age, disability, or other protected status). I have volunteered my time by participating in law enforcement scenarios. Doing so has enhanced my skills in emergency response, conflict resolution, and community communication. I am also a member of the Grand Rapids Police Reserve Program. These volunteer opportunities aid in preparing me to confidently apply protocols in real-world situations.

MILITARY EXPERIENCE

Did you serve in the U.S. Armed Forces? Yes No

Describe your duties:

Do you wish to apply for Veteran's Preference points: Yes No

If you answered "yes," you must complete the enclosed application for Veterans' Preference Points, and submit the application and required documentation to the City of Grand Rapids by the application deadline of the position for which you are applying.

AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING

I certify that all information I have provided in this application for employment is true and complete to the best of my knowledge. Any misrepresentation or omission of any fact in my application, resume or any other materials, or during any interviews, can be justification for refusal of employment, or if employed, will be grounds for dismissal, regardless of length of employment or when the misrepresentation or omission is discovered.

I understand that submission of an application does not guarantee employment. I acknowledge that I have received a copy of the job description summary for the position/s for which I am applying. I further acknowledge my understanding that employment with the City of Grand Rapids and/or Grand Rapids Public Utilities is "at will," and that employment may be terminated by either the City of Grand Rapids, Grand Rapids Public Utilities, or me at any time, with or without notice. I understand that none of the documents, policies, procedures, actions, statements of the City of Grand Rapids, Grand Rapids Public Utilities, or its representatives used during the employment process is deemed a contract of employment, real or implied. I further understand that this "at will" employment relationship may not be changed by any written document or by conduct unless such change is specifically acknowledged in writing by an authorized executive of the City of Grand Rapids and/or Grand Rapids Public Utilities. In consideration for employment, if employed, I agree to conform to the rules, regulations, policies, and procedures of the City of Grand Rapids and/or Grand Rapids Public Utilities at all times and understand that such obedience is a condition of employment.

I understand that if offered a position with the City of Grand Rapids or Grand Rapids Public Utilities, I may be required to submit to a pre-employment medical and psychological examination, drug screening and background check as a condition of employment. I understand that unsatisfactory results from, refusal to cooperate with, or any attempt to affect the results of these pre-employment tests and checks will result in withdrawal of any employment offer or termination of employment, if already offered.

With my signature below, I am providing the City of Grand Rapids and/or Grand Rapids Public Utilities authorization to verify all information I provided within this application packet, including contacting current or previous employers. However, I understand that if, in the Employment Experience section I have answered "No" to the question, "May we contact your current employer?," contact with my current employer will not be made without my specific authorization.

I have read the included Applicant Data Practices Advisory, and I further understand that criminal history checks may be conducted (after I have been selected for an interview, in the case of non-public safety positions) and that a conviction of a crime related to this position may result in my being rejected for this job opening. I also understand it is my responsibility to notify the City of Grand Rapids and/or Grand Rapids Public Utilities, in writing, of any changes to information reported in this application for employment.

Signature: Sarah Phillips

Date: 6/27/24

Name and telephone number of person completing this form if other than applicant:

IMPORTANT FACTS ABOUT INFORMATION ON YOUR APPLICATION

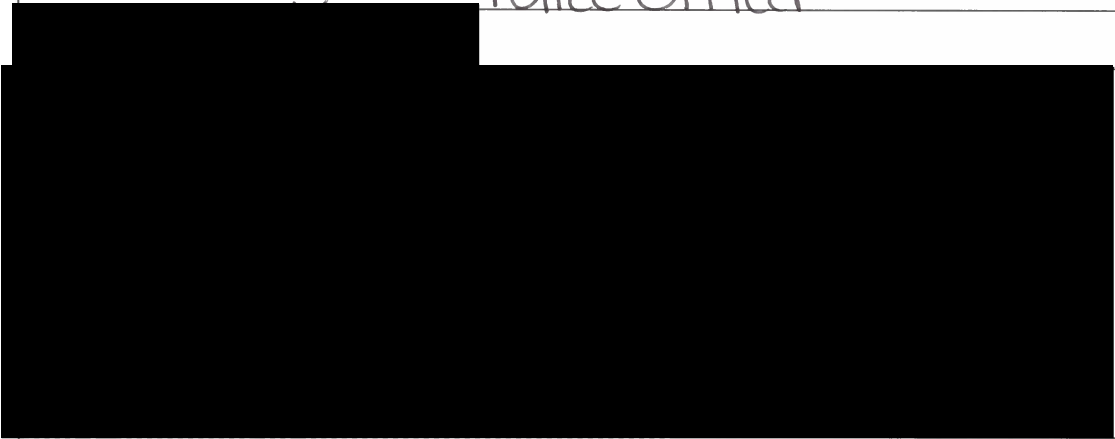
This application is to assist in the process of referring you for possible employment. Certain information requested on the application is private; that is, it may be released only to you or to agencies where you may be considered for employment (to comply with M.S. 13.43, Subd 2)

Private Data	Why We Ask For It	Are You Legally Obligated To Provide It?	What May Happen If You Don't Provide It
Name	To distinguish you from all other applicants	Yes	Failure to provide information may be cause for rejecting an application.
Address	To be able to send you notices	Yes	Failure to provide information may be cause for rejecting an application.
Home Telephone	To be able to contact you to determine availability for interview and to notify you when we need you to work on short notice	No	We may not be able to employ you in certain jobs where you may be required to come to work on short notice

EQUAL EMPLOYMENT OPPORTUNITY INFORMATION

The information asked of you will be used to evaluate our overall efforts in reaching all segments of the population. The following information is VOLUNTARY and CONFIDENTIAL. This information is NOT A PART of the application file and is REMOVED from the application when received by our office. The City of Grand Rapids and Grand Rapids Public Utilities appreciates your cooperation in our efforts to ensure affirmative action and equal opportunity.

Position(s) for which you are applying: *Police Officer*



Disability status, defined as:

- 1) Has a physical or mental condition that substantially or materially limits a major life activity (such as walking, talking, seeing, hearing or learning);
- 2) Has a history of a disability (such as cancer that is in remission);
- 3) Is regarded as having such an impairment.

Do you claim disability status? Yes No

VETERANS' PREFERENCE

Complete this form ONLY if you are claiming Veterans' Preference

NOTE: VETERAN'S PREFERENCE POINTS CANNOT BE CONSIDERED WITHOUT SUPPORTING DOCUMENTATION. ATTACH COPY OF "MEMBER COPY 4" VETERAN'S DD214, OR OTHER DOCUMENTATION VERIFYING SERVICES. **DOCUMENTATION MUST BE RECEIVED BY THE APPLICATION DEADLINE OF THE POSTING IN ORDER TO BE CONSIDERED. (VETERAN IS DEFINED BY MINN. STAT. §197.447)**

You must submit a PHOTOCOPY of your "Member Copy 4" of your DD214 or other documentation verifying service to substantiate the services information requested on the form. Claims not accompanied by proper documentation will not be processed. For assistance in obtaining a copy of your "Member Copy 4" of your DD214, or other documentation verifying service, contact your County Veterans' Service Office.

The City of Grand Rapids and Grand Rapids Public Utilities operates under a point preference system, which awards points to qualified veterans to supplement their application. Ten (10) points are granted to non-disabled veterans on open competitive examinations; Fifteen (15) points are awarded if the veteran has a service connected compensable disability as certified by the U.S. Department of Veterans Affairs (USDVA).

To qualify for preference for a **competitive exam**, you must have earned a passing score and been separated under honorable conditions from any branch of the armed forces of the United States after having served on active duty for 181 consecutive days, or by reason of disability incurred while serving on active duty, or after having served the full period called or ordered for federal, active duty and be a United States citizen or resident alien. Veteran's preference may be used by the surviving spouse of a deceased veteran, who died on active duty or as a result of active duty, any by the spouse of a disabled veteran who is unable to qualify because of the disability.

To qualify for preference on a **promotional exam**, a veteran must have earned a passing exam score and received a USDVA active duty service connected disability rating of 50% or more. For a promotional exam, a qualified disabled veteran is entitled to be granted five (5) points. Disabled veterans eligible for such preference may use the five points preference only for the first promotion after securing employment with the City of Grand Rapids or Grand Rapids Public Utilities.

Claims must be made on the form below and submitted with your application by the application deadline of the position for which you are applying. If the "Member Copy 4" DD214, or other documentation verifying service, is submitted to our office separate from this sheet, please attach a note with it indicating the position for which you are applying and your present address.

Name: (Last) N/A	(First)	(MI)	Position for which you applied:	
Address: (Street)			(City)	(State) (Zip)
Closing Date:		Phone Number:	Are you a US Citizen or Resident Alien?	
			<input type="checkbox"/> Yes <input type="checkbox"/> No	

VETERAN (10 POINTS):

("Member Copy 4" of DD214 or DD215, or other documentation verifying service, must be submitted to receive points)
 Honorably discharged veteran Yes No

DISABLED VETERAN (15 POINTS):

("Member Copy 4" of DD214, or other documentation verifying service, and USDVA letter of disability rating decision of 10% or more must be submitted to receive points)
 Percent of Disability: _____ %
 Have you ever been promoted within the City of Grand Rapids employment: Yes No

SPOUSE OF DECEASED VETERAN (10 points or 15 if the veteran was disabled at time of death):

("Member Copy 4" of DD214 or DD215, or other documentation verifying service, photocopy of marriage certificate, spouse's death certificate and proof veteran died on or as a result of active duty must be submitted to receive points. You are ineligible to receive points if you have remarried or were divorced from the veteran.)

Date of Death: _____ Have you remarried? Yes No

SPOUSE OF DISABLED VETERAN (15 points):

("Member Copy 4" of DDE214 or DD215, or other documentation verifying service, and USDVAQ letter of disability rating decision of 10% or more must be submitted to receive points).

How does Veteran's disability prevent performance of a stated job "requirement?" Due to the veteran's service-connected disability the veteran is unable to qualify for this position because (be specific):

Thank you for your military service and for your interest in employment with the City of Grand Rapids and Grand Rapids Public Utilities. Please contact Human Resources at 218-326-7606 if you have questions regarding veteran's preference.

AFFIDAVIT: I hereby claim Veteran's Preference points for this examination and swear/affirm that the information given is true, complete and correct to the best of my knowledge. I hereby acknowledge that I am responsible to obtain the required Veterans' Preference verification documents and submit them to the City of Grand Rapids or Grand Rapids Public Utilities by the required deadline.

Signature

Date



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 26, 2024

AGENDA ITEM: Consider retirement of Lead Hospital Security Officer Gary DeGrio and authorize Human Resources to begin the process of advertising and hiring for the open position of Lead Hospital Security Officer

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Gary DeGrio has submitted his notice of retirement from his position as Lead Hospital Security Officer effective February 18, 2025.

Gary DeGrio started working for the City of Grand Rapids in 2014 on a part-time basis, transitioning to a full-time Security Officer position in 2015. In October 2021, Gary was appointed to the Lead Hospital Security Officer position. In Gary's notice of retirement, he states that it was a great pleasure and honor to serve with the officers of the Grand Rapids Police Department. He appreciates the experience and knowledge he gained during his time working in the department. Gary is known and respected by all of the hospital administrators and staff, along with his Security Officers. Gary is a model employee. He will be missed by all.

Due to this retirement, we will have an open Lead Security Officer position. We are requesting authorization for Human Resources to begin the process of advertising, interviewing, and hiring for the open position of Lead Security Officer.

REQUESTED COUNCIL ACTION:

Make a motion to accept the retirement of Gary DeGrio, from his position of Lead Hospital Security Officer, effective February 18, 2025, and authorize Human Resources to begin the process of advertising, interviewing, and hiring for the open position of Lead Hospital Security Officer.

From: [Gary DeGrio](#)
To: [Andy Morgan](#); [Kevin Ott](#)
Cc: [Chery Pierzina](#)
Subject: Retirement notice
Date: Thursday, August 22, 2024 12:31:51 PM

Gary DeGrio
20437 Mishawaka Shores Dr.
Grand Rapids, MN 55744

Chief Andy Morgan
Captain Kevin Ott
Grand Rapids Police Department

August 22, 2024

RE: Letter of Retirement

Dear Chief Morgan and Captain Ott,

Please accept this letter as my official notice of retirement from my position as Lead Hospital Security Officer with the Grand Rapids Police Department, effective February 18, 2025.

It has been a great pleasure and honor to serve with the officers of the Grand Rapids Police Department and employees of Grand Itasca Clinic and Hospital. I will always appreciate the experience and knowledge I gained during my service as a Security Officer. I hope this is ample notice to find a quality replacement. Furthermore, please know that I will provide any assistance to train the officer that will take over my position.

Yours sincerely,

Gary DeGrio

Gary DeGrio | Hospital Security Lead

Grand Rapids Police Department
gdegrio@grandrapidsmn.gov
cityofgrandrapidsmn.com
Office: 218-326-3464 • Fax: 218-326-7610

420 North Pokegama Avenue • Grand Rapids • MN • 55744-2662



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 26, 2024

AGENDA ITEM: Consider accepting the resignation from August Stovall from his position as full-time Security Officer and authorize Human Resources to begin the process of advertising and hiring for the open position of full-time Security Officer.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

August Stovall has submitted a notice of resignation from his position as full-time Security Officer, with an effective last day of employment being August 29, 2024. August has been employed as a Security Officer since November 22, 2022. In his resignation letter, he stated he was thankful for the support and the opportunity to work in a field he loves and has done his entire career. He represented the department with the utmost integrity, loyalty, and trust.

Because of this resignation, we have an open full-time Security Officer position. We are requesting authorization for Human Resources to begin the process of advertising, interviewing, and hiring for the open position of Security Officer.

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation from August Stovall from his position as Security Officer effective August 29, 2024, and authorize Human Resources to begin the process of advertising, interviewing, and hiring for the open position of Security Officer.

08/15/2024

To: G. DeGrio, Capt. K. Ott

From: A. Stovall #383

Letter of Resignation

Sir's,

Please accept this letter as I will be resigning from my assigned position as Sec. officer at GICH representing the G.R.P.D. My final day will be August 29th,2024.

Thank you for all your support and the opportunity to be back in the work I love and have done my entire career, Helping others. I enjoyed every shift and always made sure I arrived early and ready to go. As you both know, I started a company Code 4 that sadly never took off. I put my own funds as well as a bank loan for the company and due to financial reasons, found new employment to help get my family and I back to normal. Hoping I can stay in a casual role type.

Thank you again for everything and feel I represented the Department with the utmost integrity, loyalty, and most of all, trust. Thank you again for everything and will miss all of you more than you know.

August "Augie" Stovall #383



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: August 26, 2024

AGENDA ITEM: Consider authorizing Human Resources to advertise for part-time Hospital Security Officers and to begin the process of interviewing and hiring for part-time Hospital Security Officers

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Currently, the Police Department has an open full-time Security Officer position and an open full-time Lead Hospital Security Officer position. We currently have four (4) part-time Hospital Security Officers but are requesting to add additional part-time employees to our roster. These part-time positions will cover for our full-time Security Officers in their absence and will help reduce overtime costs.

Newly hired part-time Security Officers will need to successfully complete and pass a background check, pre-employment medical exam, psychological exam, and drug screening.

Due to the two open positions within the department, there is likelihood that the City may need to hire two (2) Security Officers, based on applications we anticipate receiving for the Lead Hospital Security Officer position. In the event this occurs, we are requesting authorization for Human Resources to use the same pool of applications received from the Security Officer posting, for this additional posting that may become available from the hiring of the Lead Hospital Security position.

All costs associated with these positions are included in the 2024 budget.

REQUESTED COUNCIL ACTION:

Make a motion to authorize Human Resources to advertise, interview, and hire for part-time Security Officers, and to authorize Human Resources to use the same pool of applications received from the Security Officer posting, in the event the City has an additional open Security Officer position, due to the hiring of the Lead Hospital Security Officer.



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: August 26, 2024

AGENDA ITEM: Consider adopting a resolution awarding the sale of the \$8,380,000 General Obligation Refunding Bonds, Series 2024A.

PREPARED BY: Barb Baird

BACKGROUND:

The bid opening for the sale of \$8,380,000 General Obligation Refunding Bonds will occur on Monday, August 26, 2024 in the office of Ehlers & Associates, Inc. in Roseville, MN.

Representatives of the City and Ehlers will review the results of the competitive bidding for the sale of the bonds. A recommendation will be brought to the City Council for their consideration at 5:00 p.m.

Rebecca Kurtz, Vice President at Ehlers, will be at the City Council meeting to provide the results of the bid opening.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution awarding the sale of \$8,380,000 General Obligation Refunding Bonds, Series 2024A, fixing their form and specifications; directing their execution and delivery; and providing for their payment.

Extract of Minutes of Meeting
of the City Council of the
City of Grand Rapids, Itasca County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Grand Rapids, Minnesota, was duly held at the City Hall of the City on Monday, August 26, 2024, commencing at 5:00 p.m.

The following members were present:

and the following were absent:

* * * * * * * * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City’s General Obligation Refunding Bonds, Series 2024A, to be issued in the original aggregate principal amount of \$8,380,000.

The City Administrator presented a tabulation of the proposals that had been received in the manner specified in the Official Terms of Proposal for the Bonds. The proposals were as set forth in EXHIBIT A attached.

After due consideration of the proposals, Member _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. _____**A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2024A, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$8,380,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; AND PROVIDING FOR THE REDEMPTION OF BONDS REFUNDED THEREBY**

BE IT RESOLVED By the City Council of the City of Grand Rapids, Itasca County, Minnesota (the “City”) as follows:

Section 1. Sale of Bonds.

1.01. Background; Authority.

(a) On December 22, 2022, the City issued its Taxable General Obligation Temporary Bonds, Series 2022 (the “Temporary Bonds”), in the original aggregate principal amount of \$10,000,000, pursuant to Minnesota Statutes, Chapter 475, as amended, including Section 475.61, subdivision 6, Section 412.301, and Sections 469.1812 through 469.1815, as amended (collectively, the “Act”), and the provisions of Laws of Minnesota 2021, First Special Session, Chapter 14, Article 8, Section (the “Special Law”). The proceeds of the Temporary Bonds were used to provide temporary financing for the construction, renovation, and improvement of the ice arena located at 1401 NW Third Avenue in the City, including but not limited to replacement of the roof, replacement of the ice plant, new capital equipment, and building, utility and grounds improvements (the “Project”).

(b) The Temporary Bonds mature on December 1, 2025 and are subject to optional redemption on or after December 1, 2023, at a price of par plus accrued interest.

(c) On July 8, 2024, the City Council adopted a resolution (the “Authorizing Resolution”) authorizing the issuance and sale of the City’s General Obligation Refunding Bonds, Series 2024A (the “Bonds”), pursuant to the Special Law and the Act, including Section 475.67, subdivision 3, to redeem and prepay the Temporary Bonds and provide permanent financing for the Project. A portion of the Bonds will be payable from a combination of abatement revenues (the “Abatement Revenues”) collected from certain parcels of land previously identified by the City by resolution (the “Abatement Parcels”) and ad valorem taxes and is referred to herein as the “Abatement Refunding Bonds.” A portion of the Bonds will be payable from sales and use taxes authorized by the Special Law (the “Sales Tax Revenues”) and is referred to herein as the “Sales Tax Refunding Bonds.” A portion of the Bonds used to provide permanent financing for the capital equipment including replacement of the ice plant, elevator replacement, heaters, dasher boards, security cameras, tv monitors, furniture, and lighting will be payable from ad valorem taxes and is referred to herein as the “Refunding Equipment Certificates.”

(d) Subsequent to the adoption of the Authorizing Resolution, the City was advised that the principal amount of the Refunding Equipment Certificates will exceed one-quarter of one percent (0.25%) of the estimated market value of taxable property in the City for the year 2024. As a result, pursuant to Section 412.301(e) of the Act, the City may not sell the Refunding Equipment Certificates until a period of ten (10) days has elapsed after publication of the Authorizing

Resolution, during which period a petition signed by at least ten percent (10%) of the voters of the City at the last regular City election requesting submission of the question of the issuance of the Refunding Equipment Certificates may be submitted to the City Clerk. If the petition is so filed, the Refunding Equipment Certificates may not be issued unless approved by the voters at a regular or special election of the City.

(e) On August 4, 2024, the City published a public notice including relevant portions of the Authorizing Resolution.

(f) The City Council has determined that, within ten (10) days after the publication of the public notice, no petition for a referendum on the issuance of the Refunding Equipment Certificates was received by the City in accordance with the Act.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ (the “Purchaser”) to purchase the Bonds is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Bonds at a price of \$_____ (par amount of \$8,380,000, [plus original issue premium of \$_____,] [less original issue discount of \$_____,] and less an underwriter’s discount in the amount of \$_____), plus accrued interest, if any, to the date of delivery for the Bonds bearing interest as follows:

<u>Year of</u> <u>Maturity</u>	<u>Interest Rate</u>	<u>Year of</u> <u>Maturity</u>	<u>Interest Rate</u>
2026	%	2035	%
2027		2036	
2028		2037	
2029		2038	
2030		2039	
2031		2040	
2032		2041	
2033		2042	
2034			

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Redemption Fund hereinafter created, as determined by the Director of Finance in consultation with the Municipal Advisor. The good faith deposit of the Purchaser shall be retained and deposited until the Bonds have been delivered and shall be deducted from the purchase price paid at settlement. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act, including Section 475.67, subdivision 3, in the original aggregate principal amount of \$8,380,000, originally dated September 18, 2024, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2026	\$	2035	\$
2027		2036	
2028		2037	
2029		2038	
2030		2039	
2031		2040	
2032		2041	
2033		2042	
2034			

(a) \$_____ of the principal amount of the Bonds constituting the Abatement Refunding Bonds, maturing on February 1 of the year and in the amount set forth below, will be used to refinance the portion of the Project payable from the Abatement Revenues and ad valorem taxes:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2026	\$	2035	\$
2027		2036	
2028		2037	
2029		2038	
2030		2039	
2031		2040	
2032		2041	
2033		2042	
2034			

(b) \$_____ of the principal amount of the Bonds constituting the Sales Tax Refunding Bonds, maturing on February 1 of the year and in the amount set forth below, will be used to refinance the portion of the Project payable from the Sales Tax Revenues:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2026	\$	2029	\$
2027		2030	
2028			

(c) The remainder of the Bonds in the principal amount of \$_____ constituting the Refunding Equipment Certificates, maturing on February 1 of the year and in the amount set forth below, will be used to refinance the equipment portion of the Project payable from the ad valorem taxes:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2026	\$	2035	\$
2027		2036	
2028		2037	
2029		2038	
2030		2039	
2031		2040	
2032		2041	
2033		2042	
2034			

1.05. Optional Redemption. The City may elect on February 1, 2034 and on any day thereafter, to prepay the Bonds due on or after February 1, 2035. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.06. Mandatory Redemption; Term Bonds. The Bonds maturing on February 1, 20___, February 1, 20___, and February 1, 20___ shall hereinafter be referred to as the “Term Bonds.” The principal amount of the Term Bonds subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Bonds credited against future mandatory sinking fund redemptions of such Term Bond in such order as the City shall determine. The Term Bonds are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

<u>Sinking Fund Installment Date</u>	<u>Principal Amount</u>
<u>February 1, 20___ Term Bond</u>	

* <i>Maturity</i>	
<u>February 1, 20___ Term Bond</u>	

* <i>Maturity</i>	
<u>February 1, 20___ Term Bond</u>	

* <i>Maturity]</i>	

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication; or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2025, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar” and “Paying Agent”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Bonds and the registration of transfers and exchanges of the Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes and payments so made to a registered owner

or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

(i) Redemption. In the event any of the Bonds are called for redemption, notice thereof identifying the Bonds to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Bond to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Bonds. Bonds so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the Director of Finance must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the Director of Finance and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of any Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Bonds of authentication on different

Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the Director of Finance will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form as set forth in EXHIBIT B attached hereto.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany each Bond.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Bonds will be payable from the General Obligation Refunding Bonds, Series 2024A Debt Service Fund (the “Debt Service Fund”) hereby created. The Debt Service Fund shall be administered and maintained by the Director of Finance as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the “Abatement Bonds Account,” the “Sales Tax Bonds Account,” and the “Equipment Certificates Account.” Amounts in the Abatement Bonds Account are irrevocably pledged to the Abatement Refunding Bonds, amounts in the Sales Tax Bonds Account are irrevocably pledged to the Sales Tax Refunding Bonds, and amounts in the Equipment Certificates Account are irrevocably pledged to the Refunding Equipment Certificates.

(a) Abatement Bonds Account. There is hereby pledged to the Abatement Bonds Account (i) the Abatement Revenues collected from the Abatement Parcels; (ii) the proceeds of ad valorem taxes hereinafter levied for the payment of the Abatement Refunding Bonds; (iii) a pro rata portion of amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (iv) all investment earnings on funds in the Abatement Bonds Account; and (v) any and all other moneys which are properly available and are appropriated by the City Council to the Abatement Bonds Account, including but not limited to certain available funds from the ice arena operating account available to pay debt service as determined by the Director of Finance.

(b) Sales Tax Bonds Account. There is hereby pledged to the Sales Tax Bonds Account (i) the Sales Tax Revenues; (ii) a pro rata portion of amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (iii) all investment earnings on funds in the Sales Tax Bonds Account; and (iv) any and all other moneys which are properly available and are appropriated by the City Council to the Sales Tax Bonds Account, including but not limited to certain available funds from the ice arena operating account available to pay debt service as determined by the Director of Finance.

(c) Equipment Certificates Account. There is hereby pledged to the Equipment Certificates Account (i) the proceeds of ad valorem taxes hereinafter levied for the payment of the Refunding Equipment Certificates; (ii) a pro rata portion of amounts over the minimum purchase price of the Bonds paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof; (iii) all investment earnings on funds in the

Equipment Certificates Account; and (iv) any and all other moneys which are properly available and are appropriated by the City Council to the Equipment Certificates Account, including but not limited to certain available funds from the ice arena operating account available to pay debt service as determined by the Director of Finance.

4.02. Redemption Fund. All proceeds of the Bonds, less the appropriations made in Section 4.01 hereof, will be deposited in a separate fund (the “Redemption Fund”) to be used solely to pay the Temporary Bonds on October 1, 2024 (the “Redemption Date”). Any balance remaining in the Redemption Fund after the payment in full of the Temporary Bonds shall be deposited in the accounts of the Debt Service Fund herein created for the Bonds.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.04. Pledge of Tax Levy. For the purpose of paying a portion of the principal of and interest on the Abatement Refunding Bonds and all of the principal of and interest on the Refunding Equipment Certificates, there is levied a direct annual irrevocable ad valorem tax (the “Taxes”) upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the accounts of the Debt Service Fund provided above and will be in the years and amounts set forth in EXHIBIT C attached hereto.

4.05. Certification to County Auditor/Treasurer as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Abatement Revenues, Sales Tax Revenues, and Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levy herein provided is irrevocable until all of the Bonds are paid, provided that at the time the City makes its annual tax levies the Director of Finance may certify to the County Auditor/Treasurer of Itasca County, Minnesota (the “County Auditor/Treasurer”) the amount available in the accounts of the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor/Treasurer will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Prior Debt Service Fund. The debt service fund heretofore established for the Temporary Bonds pursuant to the resolution providing for the issuance and sale of the Temporary Bonds shall be closed following the payment of the Temporary Bonds, and all monies therein shall be transferred to the accounts of the Debt Service Fund herein created.

4.07. Registration of Resolution. The City Clerk is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Refunding of Temporary Bonds; Findings.

5.01. Purpose of Refunding. Proceeds of the Bonds will be used to pay the Temporary Bonds on the Redemption Date, thereby providing permanent financing for the Project. It is hereby found and determined that based upon information presently available from the Municipal Advisor, the issuance of the Bonds is consistent with covenants made with the holders of the Temporary Bonds and is necessary and desirable for the reduction of debt service costs to the City and for the extension or adjustment of the maturities in relation to the resources available for their payment.

5.02. Application of Proceeds of Bonds. It is hereby found and determined that the proceeds of the Bonds deposited in the Redemption Fund, along with any other funds on hand in the accounts of the debt service fund established for the Temporary Bonds and other funds of the City, will be sufficient to pay all of the principal of, interest on and redemption premium (if any) on the Temporary Bonds on the Redemption Date.

5.03. Redemption; Date of Redemption; Notice of Call for Redemption. The Temporary Bonds will be redeemed and prepaid on the Redemption Date. The Temporary Bonds will be redeemed and prepaid in accordance with their terms and in accordance with the terms and conditions set forth in the form of Notice of Call for Redemption attached hereto as EXHIBIT D, which terms and conditions are hereby approved and incorporated herein by reference. The registrar for the Temporary Bonds is authorized and directed to send a copy of the Notice of Call for Redemption to each registered holder of the Temporary Bonds at least thirty (30) days prior to the Redemption Date.

Section 6. Authentication of Transcript.

6.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

6.02. Certification as to Official Statement. The Mayor, the City Administrator, the City Clerk, and/or the Director of Finance are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.03. Other Certificates. The Mayor, the City Administrator, City Clerk, and/or the Director of Finance are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, the Director of Finance, and the City Administrator shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Director of Finance shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

6.04. Electronic Signatures. The electronic signature(s) of the Mayor, the City Administrator, the Director of Finance, and/or the City Clerk to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) "electronic signature" means (a) a manually signed original signature that

is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

6.05. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses in accordance with the closing memorandum to be prepared and distributed by the Municipal Advisor on the date of closing.

Section 7. Tax Covenants.

7.01. Qualified Users of the Project. Pursuant to the Authorizing Resolution, following a duly noticed public hearing, the City Council approved the designation of one or more nonprofit organizations exempt from federal income taxation under Section 501(a) of the Internal Revenue Code of 1986, as amended (the “Code”), as a result of the application of Section 501(c)(3) of the Code, as qualified 501(c)(3) users of the Project (the “Qualified Users”), including but not limited to the Grand Rapids Amateur Hockey Association, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code, Grand Itasca Clinic and Hospital, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code, and Star of the North Skating Club, a Minnesota nonprofit corporation and an organization described in Section 501(c)(3) of the Code.

7.02. Qualified 501(c)(3) Bonds. Pursuant to the Authorizing Resolution, following a duly noticed public hearing, the City Council approved the designation of the Bonds as “qualified 501(c)(3) bonds.” The City shall not take any action or authorize any action to be taken in connection with the application or investment of the proceeds of the Bonds or any related activity which would cause the Bonds to be deemed to be “private activity bonds,” within the meaning of Section 141 of the Code, other than “qualified 501(c)(3) bonds” within the meaning of Section 145 of the Code. The City shall not take any action or authorize any action to be taken in connection with the application or investment of the proceeds of the Bonds or any related activity which would cause the Bonds to be deemed to be “arbitrage bonds,” within the meaning of Section 148 of the Code. Furthermore, the City shall take all such actions as may be required under the Code to ensure that interest on the Bonds is not and does not become includable in gross income for federal income tax purposes.

7.03. Costs of Issuance. No more than two percent (2%) of the proceeds of the Bonds will be used for the costs of issuing the Bonds.

7.04. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Bonds under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Bonds, and the rebate of excess investment earnings to the United States.

7.05. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Bonds are “qualified 501(c)(3) bonds” and are therefore not considered “private activity bonds” pursuant to Section 265(b)(3)(B) of the Code;

(b) the City designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2024 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2024 have been designated for purposes of Section 265(b)(3) of the Code.

7.06. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 8. Book-Entry System; Limited Obligation of City.

8.01. DTC. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

8.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event, the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and all notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

9.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 10. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

Approved by the City Council of the City of Grand Rapids, Minnesota this August 26, 2024.

Tasha Connelly
Mayor

Attest:

Kimberly Gibeau
City Clerk

EXHIBIT A
PROPOSALS

EXHIBIT B
FORM OF BOND

No. R-_____ UNITED STATES OF AMERICA \$_____
STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF GRAND RAPIDS

GENERAL OBLIGATION REFUNDING BOND
SERIES 2024A

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	September 18, 2024	386335 __

Registered Owner: Cede & Co.

The City of Grand Rapids, Minnesota, a duly organized and existing municipal corporation in Itasca County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve (12) thirty (30) day months), payable February 1 and August 1 in each year, commencing August 1, 2025, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Bond Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2034, and on any day thereafter to prepay Bonds due on or after February 1, 2035. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$8,380,000, all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on August 26, 2024 (the “Resolution”), for the purpose of providing money to refund certain outstanding general obligations of the City, thereby providing permanent financing for expenses incurred and to be incurred in financing the construction, renovation, equipping and improvement of the ice arena located at 1401 NW 3rd Avenue in the City, including but not limited to replacement of the roof, replacement of the ice plant, new capital equipment and improvements to the building, utilities and grounds, pursuant to and in full conformity with the Constitution and laws of the

State of Minnesota, including Law of Minnesota 2021, First Special Session, Chapter 14, Article 8, Section 7, and Minnesota Statutes, Chapter 475, as amended, including Section 475.67, subdivision 3, and Sections 410.32 and 469.1812 through 469.1815, all as amended. The principal hereof and interest hereon are payable in part from abatement revenues, sales and use tax revenues, and ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in abatement revenues, sales and use tax revenues, and ad valorem taxes pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Bond Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing upon surrender hereof together with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Bond Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Bond Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Bond Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Grand Rapids, Itasca County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: September 18, 2024

CITY OF GRAND RAPIDS, MINNESOTA

(Facsimile)

(Facsimile)

Mayor

City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT
_____ Custodian _____
(Cust) (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors Act, State of _____

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
_____	Cede & Co. Federal ID #13-2555119	_____

EXHIBIT C
TAX LEVY SCHEDULES

Tax Levy Schedule for the Abatement Refunding Bonds

<u>YEAR *</u>	<u>TAX LEVY</u>
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	

** Year tax levy collected.*

Tax Levy Schedule for the Refunding Equipment Certificates

<u>YEAR *</u>	<u>TAX LEVY</u>
2025	
2026	
2027	
2028	
2029	
2030	
2031	
2032	
2033	
2034	
2035	
2036	
2037	
2038	
2039	
2040	
2041	

* *Year tax levy collected.*

EXHIBIT D**NOTICE OF CALL FOR REDEMPTION**

\$10,000,000
 CITY OF GRAND RAPIDS, MINNESOTA
 TAXABLE GENERAL OBLIGATION TEMPORARY BONDS
 SERIES 2022A

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Grand Rapids, Minnesota (the "City"), there have been called for redemption and prepayment on

October 1, 2024

all outstanding principal of the bonds of the City designated as the Taxable General Obligation Temporary Bonds, Series 2022A (the "Bonds"), dated December 22, 2022, having a stated maturity date of December 1, 2025, totaling \$10,000,000 in principal amount, and with the following CUSIP number:

<u>Year of Maturity</u>	<u>Amount to Be Redeemed</u>	<u>CUSIP</u>
2025	\$10,000,000	386335 FL2

The Bonds are being called at a price of par plus accrued interest to October 1, 2024, on which date all interest on the Bonds will cease to accrue. Holders of the Bonds hereby called for redemption are requested to present the Bonds for payment at U.S. Bank Trust Company, National Association, on or before October 1, 2024:

U.S. Bank Trust Company, National Association
 Corporate Trust Services
 111 Fillmore Avenue East
 St. Paul, MN 55107

Important Notice: In compliance with the Jobs and Growth Tax Relief Reconciliation Act of 2003, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

Dated: _____, 2024.

BY ORDER OF THE CITY COUNCIL OF THE CITY
 OF GRAND RAPIDS, MINNESOTA

By /s/ Tom Pagel
 City Administrator
 City of Grand Rapids, Minnesota



REQUEST FOR CITY COUNCIL CONSIDERATION

AGENDA DATE: August 26, 2024

AGENDA ITEM: Consider adopting a resolution awarding the sale of the \$1,055,000 General Obligation Equipment Certificates, Series 2024B.

PREPARED BY: Barb Baird

BACKGROUND:

The bid opening for the sale of \$8,380,000 General Obligation Refunding Bonds will occur on Monday, August 26, 2024 in the office of Ehlers & Associates, Inc. in Roseville, MN.

Representatives of the City and Ehlers will review the results of the competitive bidding for the sale of the bonds. A recommendation will be brought to the City Council for their consideration at 5:00 p.m.

Rebecca Kurtz, Vice President at Ehlers, will be at the City Council meeting to provide the results of the bid opening.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution awarding the sale of \$8,380,000 General Obligation Refunding Bonds, Series 2024A, fixing their form and specifications; directing their execution and delivery; and providing for their payment.

Extract of Minutes of Meeting
of the City Council of the
City of Grand Rapids, Itasca County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Grand Rapids, Minnesota, was duly held at the City Hall of the City on Monday, August 26, 2024, commencing at 5:00 p.m.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Equipment Certificates, Series 2024B, to be issued in the original aggregate principal amount of \$1,055,000.

The City Administrator presented a tabulation of the proposals which had been received in the manner specified in the Terms of Proposal for the Certificates. The proposals were as set forth in EXHIBIT A attached.

After due consideration of the proposals, Member _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION EQUIPMENT CERTIFICATES, SERIES 2024B, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$1,055,000; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; AND PROVIDING FOR THEIR PAYMENT

BE IT RESOLVED By the City Council of the City of Grand Rapids, Itasca County, Minnesota (the “City”), as follows:

Section 1. Sale of Certificates.

1.01. Background; Authority.

(a) On July 8, 2024, the City Council adopted a resolution (the “Authorizing Resolution”) authorizing the issuance and sale of the City’s General Obligation Equipment Certificates, Series 2024B (the “Certificates”), pursuant to Minnesota Statutes, Chapter 475, as amended, and Minnesota Statutes, Section 412.301, as amended (together, the “Act”), to finance the purchase and acquisition of computer software to be used by the City and the Grand Rapids Public Utilities Commission or other items of capital equipment authorized under the Act (collectively, the “Equipment”).

(b) Subsequent to the adoption of the Authorizing Resolution, the City was advised that the principal amount of the Certificates, together with the principal amount of a portion of a separate series of bonds to be concurrently issued by the City under the Act, will exceed one-quarter of one percent (0.25%) of the estimated market value of taxable property in the City for the year 2024. As a result, pursuant to Section 412.301(e) of the Act, the City may not sell the Certificates until a period of ten (10) days has elapsed after publication of the Authorizing Resolution, during which period a petition signed by at least ten percent (10%) of the voters of the City at the last regular City election requesting submission of the question of the issuance of the Certificates may be submitted to the City Clerk. If the petition is so filed, the Certificates may not be issued unless approved by the voters at a regular or special election of the City.

(c) On August 4, 2024, the City published a public notice including the relevant portions of the Authorizing Resolution.

(d) The City Council has determined that, within ten (10) days after the publication of the public notice, no petition for a referendum on the issuance of the Certificates was received by the City in accordance with the Act.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____ (the “Purchaser”) to purchase the Certificates is hereby found and determined to be a reasonable offer and is hereby accepted, the proposal being to purchase the Certificates at a price of \$_____ (par amount of \$1,055,000.00, [plus original issue premium of \$_____,] [less original issue discount of \$_____,] and less an underwriter’s discount of \$_____), plus accrued interest, if any, to the date of delivery for the Certificates bearing interest as follows:

<u>Year of Maturity</u>	<u>Interest Rate</u>	<u>Year of Maturity</u>	<u>Interest Rate</u>
2026	%	2030	%
2027		2031	
2028		2032	
2029			

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or deposited in the Equipment Fund hereinafter created, as determined by the Director of Finance in consultation with the Municipal Advisor. The good faith deposit of the Purchaser shall be retained and deposited until the Certificates have been delivered and shall be deducted from the purchase price paid at settlement. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amounts of the Certificates. The City will forthwith issue and sell the Certificates pursuant to the Act in the original aggregate principal amount of \$1,055,000, originally dated September 18, 2024, in fully registered form, in denominations of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year of Maturity</u>	<u>Amount</u>	<u>Year of Maturity</u>	<u>Amount</u>
2026	\$	2030	\$
2027		2031	
2028		2032	
2029			

1.05. Optional Redemption. The City may elect on February 1, 2030, and on any day thereafter to prepay Certificates due on or after February 1, 2031. If less than all Certificates of a maturity are called for redemption, the City will notify DTC (as defined in Section 7 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.06. Mandatory Redemption; Term Certificates. The Certificates maturing on February 1, 20___, February 1, 20___, and February 1, 20___ shall hereinafter be referred to as the “Term Certificates.” The principal amount of the Term Certificates subject to mandatory sinking fund redemption on any date may be reduced through earlier optional redemptions, with any partial redemptions of the Term Certificates credited against future mandatory sinking fund redemptions of such Term Certificate in such order as the City shall determine. The Term Certificates are subject to mandatory sinking fund redemption and shall be redeemed in part at par plus accrued interest on February 1 of the following years and in the principal amounts as follows:

<u>Sinking Fund Installment Date</u>	<u>Principal Amount</u>
February 1, 20___ Term Certificates	

* *Maturity*

February 1, 20__ Term Certificate

* *Maturity*

February 1, 20__ Term Certificate

* *Maturity]*

Section 2. Registration and Payment.

2.01. Registered Form. The Certificates will be issued only in fully registered form. The interest thereon and, upon surrender of each Certificate, the principal amount thereof, is payable by check, draft, or wire issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Certificate will be dated as of the last interest payment date preceding the date of authentication to which interest on the Certificate has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Certificate will be dated as of the date of authentication; or (ii) the date of authentication is prior to the first interest payment date, in which case the Certificate will be dated as of the date of original issue. The interest on the Certificates is payable on February 1 and August 1 of each year, commencing August 1, 2025, to the registered owners of record thereof as of the close of business on the fifteenth day of the immediately preceding month, whether or not such day is a business day.

2.03. Registration. The City will appoint, and will maintain, a bond registrar, transfer agent, authenticating agent and paying agent (the “Registrar” and “Paying Agent”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of the Certificates and the registration of transfers and exchanges of the Certificates entitled to be registered, transferred or exchanged.

(b) Transfer of Certificates. Upon surrender for transfer of a Certificate duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Certificates of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Certificates. When Certificates are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Certificates of a like aggregate principal amount and maturity as requested by the registered owner or the owner’s attorney in writing.

(d) Cancellation. Certificates surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Certificate is presented to the Registrar for transfer, the Registrar may refuse to transfer the Certificate until the Registrar is satisfied that the endorsement on the Certificate or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Certificate is registered in the bond register as the absolute owner of the Certificate, whether the Certificate is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Certificate and for all other purposes and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Certificate to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Certificates, sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Certificates. If a Certificate becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Certificate of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Certificate or in lieu of and in substitution for any Certificate destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Certificate destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Certificate was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Certificates so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Certificate has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Certificate prior to payment.

(i) Redemption. In the event any of the Certificates are called for redemption, notice thereof identifying the Certificates to be redeemed will be given by the Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) to the registered owner of each Certificate to be redeemed at the address shown on the registration books kept by the Registrar and by publishing the notice if required by law. Failure to give notice by publication or by mail to any registered owner, or any defect therein, will not affect the validity of the proceedings for the redemption of Certificates. Certificates so called for redemption will cease to bear interest after the specified redemption date, provided that the funds for the redemption are on deposit with the place of payment at that time.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the

services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar deliver all cash and Certificates in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of the City Council, the Director of Finance must transmit to the Registrar money sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Certificates will be prepared under the direction of the Director of Finance and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the originals. If an officer whose signature or a facsimile of whose signature appears on the Certificates ceases to be such officer before the delivery of any Certificate, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Certificate will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Certificate has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Certificates need not be signed by the same representative. The executed certificate of authentication on a Certificate is conclusive evidence that it has been authenticated and delivered under this resolution. When the Certificates have been so prepared, executed and authenticated, the Director of Finance will deliver the same to the Purchaser thereof upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

Section 3. Form of Certificate.

3.01. Execution of the Certificates. The Certificates will be printed or typewritten in substantially the form as set forth in EXHIBIT B attached hereto.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, and to cause the opinion to be printed on or accompany each Certificate.

Section 4. Payment; Security; Pledges and Covenants.

4.01. Debt Service Fund. The Certificates will be payable from the General Obligation Equipment Certificates, Series 2024B Debt Service Fund (the "Debt Service Fund") hereby created. The Debt Service Fund shall be administered and maintained by the Director of Finance as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The Director of Finance shall timely deposit in the Debt Service Fund the ad valorem taxes hereinafter levied (the "Taxes"), which Taxes are pledged to the Debt Service Fund. There will always be retained in the Debt Service Fund a sufficient amount to pay principal of and interest on the Certificates, and the Director of Finance must report any current or anticipated deficiency in the Debt Service Fund to the City Council. In accordance with Section 4.03 hereof, if payment of principal or interest on the Certificates becomes due when there is not sufficient money in the Debt Service Fund to pay the same, the Director of Finance is directed to pay such principal or interest from the general fund of the City, and the general fund will be reimbursed for the advances out of the proceeds of Taxes when collected. There is also appropriated to the Debt Service Fund (i) capitalized interest financed from Certificate proceeds, if any; and (ii) amounts over the minimum purchase price of the Certificates paid by the Purchaser, to the extent designated for deposit in the Debt Service Fund in accordance with Section 1.03 hereof. There also shall be deposited to the Debt Service Fund all investment earnings on amounts in the Debt Service Fund and any other funds appropriated for the payment of principal or interest on the Certificates.

4.02. Equipment Fund. The City hereby creates the General Obligation Equipment Certificates, Series 2024B Equipment Fund (the “Equipment Fund”). Amounts in the Equipment Fund are irrevocably pledged to the portion of the Equipment payable from the Certificates. Proceeds of the Certificates, less the appropriations made in Section 4.01 hereof, together with any other funds appropriated from the Certificates, will be deposited in the Equipment Fund to be used solely to defray expenses of the portion of the Equipment funded with the proceeds of the Certificates. When the Equipment is purchased and the cost thereof paid, the Equipment Fund is to be closed and any remaining funds are to be deposited in the Debt Service Fund.

4.03. General Obligation Pledge. For the prompt and full payment of the principal of and interest on the Certificates, as the same respectively become due, the full faith, credit, and taxing powers of the City are irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Certificates, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.04. Pledge of Taxes. For the purpose of paying the principal of and interest on the Certificates, there is levied a direct annual irrepealable ad valorem tax upon all of the taxable property in the City, which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. The Taxes will be credited to the Debt Service Fund above provided and will be in the years and amounts set forth in EXHIBIT C attached hereto.

4.05. Certification to County Auditor/Treasurer as to Debt Service Fund Amount. It is hereby determined that the estimated collections of Taxes will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the Certificates. The tax levy herein provided is irrepealable until all of the Certificates are paid, provided that at the time the City makes its annual tax levies the Director of Finance may certify to the County Auditor/Treasurer of Itasca County, Minnesota (the “County Auditor/Treasurer”) the amount available in the Debt Service Fund to pay principal and interest due during the ensuing year, and the County Auditor/Treasurer will thereupon reduce the levy collectible during such year by the amount so certified.

4.06. Registration of Resolution. The City Clerk is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer and to obtain the certificate required by Minnesota Statutes, Section 475.63.

Section 5. Authentication of Transcript.

5.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Certificates certified copies of proceedings and records of the City relating to the Certificates and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Certificates, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

5.02. Certification as to Official Statement. The Mayor, the City Administrator, the City Clerk, and/or the Director of Finance are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Certificates and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

5.03. Other Certificates. The Mayor, the City Administrator, City Clerk, and/or the Director of Finance are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Certificates or the organization of the City or incumbency of its officers, at the closing the Mayor, the Director of Finance, and the City Administrator shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Director of Finance shall also execute and deliver a certificate as to payment for and delivery of the Certificates.

5.04. Electronic Signatures. The electronic signature(s) of the Mayor, the City Administrator, the Director of Finance, and/or the City Clerk to this resolution and to any certificate authorized to be executed hereunder shall be as valid as an original signature of such party and shall be effective to bind the City thereto. For purposes hereof, (i) “electronic signature” means (a) a manually signed original signature that is then transmitted by electronic means or (b) a signature obtained through DocuSign or Adobe or a similarly digitally auditable signature gathering process; and (ii) “transmitted by electronic means” means sent in the form of a facsimile or sent via the internet as a portable document format (“pdf”) or other replicating image attached to an electronic mail or internet message.

5.05. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Certificate proceeds allocable to the payment of issuance expenses in accordance with the closing memorandum to be prepared and distributed by the Municipal Advisor on the date of closing.

Section 6. Tax Covenants.

6.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Certificates that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Certificates to become subject to taxation under the Internal Revenue Code of 1986, as amended (the “Code”), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Certificates. To that end, the City will comply with all requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Certificates under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, and limitations on amounts invested at a yield greater than the yield on the Certificates.

6.02. Rebate. The City will comply with requirements necessary under the Code to establish and maintain the exclusion from gross income of the interest on the Certificates under Section 103 of the Code, including without limitation requirements relating to temporary periods for investments, limitations on amounts invested at a yield greater than the yield on the Certificates, and the rebate of excess investment earnings to the United States.

6.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Certificates or the improvements to be financed by the Certificates, or to cause or permit them to be used, in such a manner as to cause the Certificates to be “private activity bonds” within the meaning of Sections 103 and 141 through 150 of the Code.

6.04. Qualified Tax-Exempt Obligations. In order to qualify the Certificates as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

(a) the Certificates are not “private activity bonds” as defined in Section 141 of the Code;

(b) the City hereby designates the Certificates as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds that are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2023 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2023 have been designated for purposes of Section 265(b)(3) of the Code.

6.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 7. Book-Entry System; Limited Obligation of City.

7.01. DTC. The Certificates will be initially issued in the form of a separate single typewritten or printed fully registered Certificate for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each Certificate will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Certificates will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

7.02. Participants. With respect to Certificates registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Certificates as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Certificates, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Certificates, (ii) the delivery to any Participant or any other person (other than a registered owner of Certificates, as shown by the registration books kept by the Registrar) of any notice with respect to the Certificates, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Certificates, of any amount with respect to principal of, premium, if any, or interest on the Certificates. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Certificate is registered in the registration books kept by the Registrar as the holder and absolute owner of such Certificate for the purpose of payment of principal, premium and interest with respect to such Certificate, for the purpose of registering transfers with respect to such Certificates, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Certificates only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Certificates to the extent of the sum or sums so paid. No person other than a registered owner of Certificates, as shown in the registration books kept by the Registrar, will receive a certificated Certificate evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

7.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which will govern payment of principal of, premium, if any, and interest on the Certificates and notices with respect to the Certificates. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Certificates will agree to take all action necessary for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

7.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Certificates that they be able to obtain Certificate certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Certificate certificates. In such event, the City will issue, transfer and exchange Certificate certificates as requested by DTC and any other registered owners in accordance with the provisions of this resolution. DTC may determine to discontinue providing its services with respect to the Certificates at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Certificate certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

7.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Certificate is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Certificate and notices with respect to the Certificate will be made and given, respectively in the manner provided in DTC’s Operational Arrangements, as set forth in the Representation Letter.

Section 8. Continuing Disclosure.

8.01. Execution of Continuing Disclosure Certificate. “Continuing Disclosure Certificate” means that certain Continuing Disclosure Certificate to be executed by the Mayor and the City Administrator and dated the date of issuance and delivery of the Certificates, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

8.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Certificates; however, any Certificate holder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 9. Interfund Loan. A portion of the proceeds of the Certificates in an amount not to exceed \$685,000 shall be loaned as an internal loan by the City to the Public Utilities Commission, a body corporate and politic and political subdivision of the State of Minnesota (the “PUC”) to finance the PUC’s portion of the Equipment (the “Interfund Loan”). Interest shall accrue on the principal amount of the Interfund Loan on the date of issuance in the same manner and at the same rate as interest shall accrue on the Certificates. Payments on the Interfund Loan shall be on each August 1 and February 1 commencing on the first interest payment date on the Certificates and continuing until the maturity date of the Certificates in the amounts as determined by the Director of Finance of the City. All payments from the PUC shall be applied first to accrued interest, and then to unpaid principal of the Interfund Loan. The City intends to apply the payments from the PUC to pay a portion of debt service on the Certificates and shall reduce the tax levy on the Certificates to the extent such payments from the PUC are received.

Section 10. Defeasance. When all Certificates and all accrued interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Certificates will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Certificates will remain in full force and effect. The City may discharge all Certificates which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full or by depositing irrevocably in escrow, with a suitable institution qualified by law as an escrow agent for this purpose, cash or securities which are backed by the full faith and credit of the United States of America, or any other security authorized under Minnesota law for such purpose, bearing interest payable at such times and at such rates and maturing on such dates and in such amounts as shall be required and sufficient, subject to sale and/or reinvestment in like securities, to pay said obligation(s), which may include any interest payment on such Certificate and/or principal amount due thereon at a stated maturity (or if irrevocable provision shall have been made for permitted prior redemption of such principal amount, at such earlier redemption date). If any Certificate should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted.

Approved by the City Council of the City of Grand Rapids, Minnesota this August 26, 2024.

Tasha Connelly
Mayor

Attest:

Kimberly Gibeau
City Clerk

EXHIBIT A
PROPOSALS

EXHIBIT B

FORM OF CERTIFICATE

No. R-_____

\$_____

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF GRAND RAPIDS

GENERAL OBLIGATION EQUIPMENT CERTIFICATE
SERIES 2024B

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
	February 1, 20__	September 18, 2024	386335 ____

Registered Owner: Cede & Co.

The City of Grand Rapids, Minnesota, a duly organized and existing municipal corporation in Itasca County, Minnesota (the “City”), acknowledges itself to be indebted and for value received hereby promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above (calculated on the basis of a 360 day year of twelve 30 day months), payable February 1 and August 1 in each year, commencing August 1, 2025, to the person in whose name this Certificate is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check, draft, or wire by U.S. Bank Trust Company, National Association, Saint Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2030 and on any day thereafter, to prepay the Certificates due on or after February 1, 2031. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Certificates of a maturity are called for redemption, the City will notify The Depository Trust Company (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Certificate is one of an issue in the aggregate principal amount of \$1,055,000 all of like original issue date and tenor, except as to number, maturity date, interest rate, and redemption privilege, all issued pursuant to a resolution adopted by the City Council on August 26, 2024 (the “Resolution”), for the purpose of providing money to defray the expenses incurred and to be incurred in acquiring items of capital equipment, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapter 475, as amended, and Section 412.301, as amended. The principal hereof and interest hereon are payable from ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights and powers thereby conferred. The full faith and credit of

the City are irrevocably pledged for payment of this Certificate and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in taxes pledged, which additional taxes may be levied without limitation as to rate or amount. The Certificates of this series are issued only as fully registered Certificates in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Certificates of which this Certificate forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Certificate is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Certificates of other authorized denominations. Upon such transfer or exchange the City will cause a new Certificate or Certificates to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Certificate is registered as the absolute owner hereof, whether this Certificate is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED that all acts, conditions and things required by the Constitution and laws of the State of Minnesota, to be done, to exist, to happen and to be performed preliminary to and in the issuance of this Certificate in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Certificate does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Certificate is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Grand Rapids, Itasca County, Minnesota, by its City Council, has caused this Certificate to be executed on its behalf by the facsimile or manual signatures of the Mayor and the City Administrator and has caused this Certificate to be dated as of the date set forth below.

Dated: September 18, 2024

CITY OF GRAND RAPIDS, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Certificates delivered pursuant to the Resolution mentioned within.

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION

By _____
Authorized Representative

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Certificate, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT
_____ Custodian _____

TEN ENT -- as tenants by entireties

(Cust) _____ (Minor) _____
under Uniform Gifts or Transfers to Minors
Act, State of _____

JT TEN -- as joint tenants with right of survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Certificate and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Certificate on the books kept for registration of the within Certificate, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Certificate in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Certificate unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Certificate is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Certificate has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Registrar</u>
_____	Cede & Co. Federal ID #13-2555119	_____

EXHIBIT C
TAX LEVY SCHEDULE

<u>YEAR *</u>	<u>TAX LEVY</u>
2025	
2026	
2027	
2028	
2029	
2030	
2031	

** Year tax levy collected.*



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 8/26/2024

AGENDA ITEM: Consider allowing the Grand Rapids Fire Department to upgrade gear room ventilation and purchase and install a SCBA Decon washer.

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

The design of the turn-out gear room where fire fighter gear is stored for use does not have any air circulation. This was missed during the design and build phase of construction. This room needs to be provided with proper air movement for drying and to help control cross contamination and off-gassing from exposure of our gear. We have received a proposal from Rapids Plumbing and Heating to add an independent ERV to provide a way to remove odor and provide fresh air to the gear room without affecting the existing envelope.

We would also like to purchase and install a Solo Rescue-SCBA Washer that will help decontaminate cancer particulates and carcinogens from our SCBAs, helmets, and boots that currently are not able to properly get decontaminated after fire calls. These items were discussed with City Administrator Tom Pagel and Finance staff who agree the upgrades to the HVAC system and the purchase and installation of decon washer should be purchased with remaining fire hall project money left over from the new fire hall project.

REQUESTED COUNCIL ACTION:

Make a motion to accept the quote from Rapids Plumbing and Heating for the upgrades to the gear room HVAC at a cost of \$22,445 and accept the quotes from Rapids Plumbing and Heating, BJK Inc, and MES for purchase and installation of the Solo Decon Washer for a total cost of total cost of \$39,954.97.

RAPIDS

Plumbing & Heating Inc.

Mechanical Contractors

Proposal Grand Rapids Fire Dept Gear Storage ERV

Date: March 27, 2024

To: Travis Cole

Rapids Plumbing and Heating proposes to supply all labor and material for the installation of an ERV serving the firefighting gear drying room. Included in this proposal is as follows:

- **Supply and install a 400 CFM ERV in mechanical room directly above served room.**
- **Duct fresh and exhaust air for new ERV to existing plenums on south wall.**
- **Insulate outside air duct.**
- **Duct new supply and exhaust air from unit to gear drying room through mezzanine floor.**
- **All Core Drilling required.**
- **Supply and install 5KW electric duct heater to heat fresh air to approximately 55 degrees.**
- **Supply and install a manual 12-hour timer with override switch mounted on wall in served room.**
- **Equipment start-up and setup.**
- **Owner training.**
- **All electrical**

- **City Building permit.**

Price: _____ **\$22,445.00**

Note:

Our intent with adding this independent ERV is to provide a way for the owner to remove odor and provide fresh air to the gear room without affecting the existing building envelope.

Joel S. Zimmer



GARTNER

Solution Pricing

218.722.4439
www.gartner1.com
2331 W Superior St.
Duluth, MN 55806

Date: 8-12-2024

Subject: Grand Rapids Fire Department Gear Storage ERV

Overview: Gartner will provide labor and materials to meet design request. This solution pricing includes application engineering, turn-keys installation, start-up, owner training and 1 year labor and material warranty.

Work Scope: Provide ventilation to firefighting gear drying room.

Proposed Improvement: 400 CFM Energy Recovery Ventilator
Supply, Return and Exhaust Ductwork
OSA reheat
Manual on/off timer

Proposed Solution Pricing..... \$ 24,689.00

Gartner Requirements:

This project set-up will require site billing address, contact personal. Please identify if required: certified payroll, forms, lien waivers, retainage amount and insurance. Gartner will progress bill based on installation timeline.

Billing Address: _____

Contact: _____

Phone: _____

Email: _____

Notes:

Respectfully Submitted by:

Ryan Kyllonen; *Project Estimator*, 218-740-1129, ryan@gartner1.com

Alan Gajda; *Project Manager*, 218-740-1137, alan@gartner1.com

Adam Salmela; *Account Manager*, 218-391-6553, adam@gartner1.com



(877) 637-3473

Quote

Item 20.

Quote # QT1836155
Date 07/10/2024
Expires 07/25/2024
Sales Rep McCabe, Brian
Shipping Method FedEx Ground
Customer GRAND RAPIDS FIRE DEPT. (MN)
Customer # C30688

Bill To
 GRAND RAPIDS FIRE DEPT.
 420 NORTH POKEGAMA AVENUE
 GRAND RAPIDS MN 55744
 United States

Ship To
 GRAND RAPIDS FIRE DEPARTMENT
 104 SE 11th Street
 GRAND RAPIDS MN 55744
 United States

Item	Alt. Item #	Units	Description	QTY	Unit Price	Amount
✓ 26094A			Solo Rescue® - SCBA DECON WASHER THREE-PHASE 208/240 40AMP including: - Heavy Duty Basket with holder for 2 single or double SCBA - Holder for 2 large air cylinders (Jumbo Flasks) - 2 Gear Holders for boots, gloves and helmets - Metered Dosing Pump - ProBlend Detergent 2.5 ga	1	\$32,814.47	\$32,814.47
RESCUE INTELLITECH			Custom RESCUE INTELLITECH Installation	1	\$1,500.00	\$1,500.00

Subtotal \$34,314.47
Shipping Cost \$800.00
Tax Total \$0.00
Total \$35,114.47

This Quotation is subject to any applicable sales tax and shipping and handling charges that may apply. Tax and shipping charges are considered estimated and will be recalculated at the time of shipment to ensure they take into account the most current information.

All returns must be processed within 30 days of receipt and require a return authorization number and are subject to a restocking fee.

Custom orders are not returnable. Effective tax rate will be applicable at the time of invoice.



QT1836155

BJK INC
P.O. Box 5068
Grand Rapids, MN 55744

Estimate

Date	Estimate #
7/18/2024	42

Name / Address
Grand Rapids Fire Department 104 SE 11th St Grand Rapids, MN 55744

			Project
Description	Qty	Rate	Total
material, labor, and state inspection for wiring new rescue intellitech machine.		1,721.00	1,721.00
Total			\$1,721.00



Proposal

Date: 7-18-2024

To: Grand Rapids Fire Hall

Attn: Travis Cole

Rapids Plumbing and Heating proposes to supply all labor and material for the Solo Rescue install. Included in this price is as follows:

- All required material
- Labor
- Mixing valve

Total: _____ \$3,119.50

Not included:

- City Permit
- Setting unit
- Start up

Joel S. Zimmer



Ultimate Safety Concepts, Inc. dba: Clarey's Safety Equipment

P.O. Box 5827
 Rochester, MN 55903-5827
 507/289-6749 or 800/558-8009 - Fax 507/289-5213
Proudly Serving Our Customers Since 1968



Item 20.

<input type="checkbox"/>	ORDER	<input checked="" type="checkbox"/>	QUOTE
--------------------------	--------------	-------------------------------------	--------------

DATE:	7/17/24	ACCOUNT #	
	BILL TO:	SHIP TO:	
CUSTOMER:	GRAND RAPIDS FIRE DEPARTMENT		GRAND RAPIDS FIRE DEPARTMENT
ADDRESS:	104 SE 11 th St		104 SE 11 th St
CITY/STATE/ZIP:	Grand Rapids, MN 55744		Grand Rapids, MN 55744
CONTACT NAME:	Travis Cole (Chief)	PO #	None
PHONE:	218-360-9702	EMAIL	tcole@grandrapidsmn.gov
FAX:	N/A	SHIPPING CHARGES QUOTED?	To Be Determined

FROM:	Scotty Allyn ©651-261-9079	REP DELIVER:	
		SHIP:	X

SHIPPING CHARGES STILL APPLY IF APPLICABLE

NUMBER OF PAGES:	1
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WE ARE PLEASED TO QUOTE YOU ON THE FOLLOWING EQUIPMENT:

QUANTITY	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
(1)	26095	Solo Rescue-SCBA Decon Washer Please Verify At Time Of Order Single vs Three Phase Includes: Heavy Duty Basket With Holder For (2) Single Or Double SCBA Holder For (2) Large Air Cylinders (Jumbo Flasks) – (2) Gear Holder For Gloves And Boots	\$34,668.00ea	\$34,668.00
(1)	20002	Metered Detergent Dosing Pump With 2.5 gal Detergent	No Charge	No Charge
(1)	Pb0010967AA	Pro Blend 2.5 gal Detergent	No Charge	No Charge
		Freight	\$800.00	\$800.00
		Installation of Solo Rescue Machine	\$1500.00	\$1500.00
		Quote Valid For 60 Days		
		Total		\$36,968.00