



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

**CITY COUNCIL MEETING AGENDA**  
**Monday, October 10, 2022**  
**6:00 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, October 10, 2022 at 6:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**PRESENTATIONS/PROCLAMATIONS:**

1. Reading of Indigenous People's Day Resolution
2. Reading of National Hunger and Homelessness Awareness Month proclamation.

**PUBLIC FORUM:**

**COUNCIL REPORTS:**

**APPROVAL OF MINUTES:**

3. Approve Council minutes for Monday, September 19, 2022 Budget meeting, Monday, September 26, 2022 Worksession and Regular meeting, and summary of Closed meeting on September 26, 2022.

**VERIFIED CLAIMS:**

4. Approve the verified claims for the period September 20, 2022 to October 3, 2022 in the total amount of \$917,740.75.

**CONSENT AGENDA:**

5. Consider waiving the statutory tort liability limits to the extent of the coverage purchased.
6. Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2023.
7. Consider adopting a resolution accepting low bid and entering into an agreement with NEO Electrical Solutions LLC for CP 2022-1, Highway 2 Lighting Project.
8. Consider accepting quotes from Absolute Fire Protection, ESC Systems and Tru North Electric for the installation of a fire suppression system for the server room at the new Fire Hall.

9. Consider entering into an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with USI Consulting Group, Inc. previously as Hildi Incorporated.
10. Consider adoption of a resolution authorizing an application to the IRRR Development Infrastructure Grant program for the Airport Development Project
11. Consider adopting a resolution authorizing a grant application to the IRRR Development Infrastructure Grant program for the Itasca County Family YMCA fire alarm and HVAC system upgrades project.
12. Consider approving amendments to Hazmat Response Contract with State of Minnesota.
13. Consider approval of the Municipal Delegation Agreement with Minnesota Dept. of Labor and Industry (DOLI).
14. Consider authorizing staff to advertise with K-Bid the sale of miscellaneous equipment and allow advertising sealed bids for 2 diesel generators using the League of MN Cities no longer used firefighting equipment from the Fire Department.
15. PW PT Eligibility List for Winter Maintenance
16. Consider a resolution awarding a contract to Becker Arena Products for dasher boards and glass
17. Consider approving annual liquor licenses renewals for 2023.

SET REGULAR AGENDA:

ADMINISTRATION:

18. Consider hiring Chery Pierzina as Human Resource Officer

COMMUNITY DEVELOPMENT:

19. Consider adopting a resolution regarding the approval of a DEED Minnesota Investment Fund (MIF) application by the Grand Rapids Economic Development Authority for the Arbor Wood Co. project.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 24, 2022 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

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

RESOLUTION NO. 14-126

**The City of Grand Rapids A Resolution of the Mayor and City Council  
Recognizing the Second Monday of October as Indigenous Peoples Day**

**WHEREAS**, Grand Rapids recognizes Indigenous nations have lived upon this land since time in memorial and values the progress our society has accomplished through American Indian technology, thought and culture; and

**WHEREAS**, Grand Rapids understands that in order to celebrate the strengths and recognize the challenges of Indigenous people that government entities, organizations and other public institutions should change their policies and practices to better reflect the experiences of the American Indian people and uplift our country's Indigenous roots, history and contributions; and

**WHEREAS**, the idea of Indigenous People's Day was first proposed in 1977 by a delegation of Native nations to the United Nations – sponsored International Conference on Discrimination Against Indigenous Populations in the Americas; and

**WHEREAS**, in 1990 representatives from 120 Indigenous nations at the First Continental Conference on 500 years of Indian Resistance unanimously passed a resolution to transform Columbus Day into an occasion to strengthen the process of continental unity and struggle towards liberation, and thereby use the occasion to reveal a more accurate historical record; and

**WHEREAS**, the City of Grand Rapids embraces the indigenous history and culture that imbues this place and seeks to foster the accurate depiction of history, celebrate the strengths and recognize the challenges of American Indian peoples of the area, and honor their perspectives and presence in the share community life of the Grand Rapids area today; and

**WHEREAS**, the United States federal government and the State of Minnesota and Grand Rapids recognize Columbus Day on the second Monday of October, in accordance with the federal holiday established in 1937.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL THAT THE CITY OF GRAND RAPIDS RECOGNIZES INDIGENOUS PEOPLES DAY ON THE SECOND MONDAY IN OCTOBER, AS A DAY TO REFLECT ON OUR HISTORY AND TO CELEBRATE THE THRIVING CULTURE AND VALUE THAT THE ANISHINAABE (CHIPPEWA AND OJIBWE), THE DAKOTA (SIOUX) AND OTHER INDIGENOUS NATIONS ADD TO OUR CITY.**

**BE IT FURTHER RESOLVED** that the City of Grand Rapids shall continue its efforts to promote the well-being and growth of the Native American and Indigenous community; and

**BE IT FURTHER RESOLVED** the City of Grand Rapids encourages other businesses, organizations and public entities to recognize **Indigenous People's Day**.

Adopted this 15<sup>th</sup> day of December 2014.

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

Attest:

  
\_\_\_\_\_  
Kimberly Johnson-Gibeau, City Clerk

Councilor Chandler seconded the forgoing resolution and the following voted in favor thereof: Chandler, Zabinski, Christy, Sanderson, Adams; and the following voted against same: None, whereby the resolution was declared duly passed and adopted.

# Proclamation

## “NATIONAL HUNGER AND HOMELESSNESS AWARENESS MONTH”

WHEREAS, THE National Coalition for the Homeless and National Student Campaign Against Hunger and Homelessness are sponsors of and have set November 2022 as National Hunger and Homelessness Month and November 12-20, 2022, as National Hunger and Homelessness Awareness Week; and

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

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

WHEREAS, the Itasca County Board of Commissioners recognizes that hunger and homelessness continues to be a serious problem for many individuals and families in Itasca County; and

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids hereby proclaims the month of November 2022 as “National Hunger and Homelessness Awareness Month,” and November 12<sup>th</sup> through 20<sup>th</sup>, 2022 as City of Grand Rapids National Hunger and Homelessness Awareness Week Accordingly, I encourage our citizens to book a ride on goMARTI to take the shuttle to wherever they live, work and play.

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 10<sup>th</sup> day of October, Two thousand twenty-two.

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Dale Christy, Mayor  
City of Grand Rapids



CITY OF  
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**CITY COUNCIL SPECIAL BUDGET MEETING  
MINUTES  
Monday, September 19, 2022  
4:00 PM**

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

ROLL CALL:

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

STAFF: Tom Pagel, Barb Baird, Rob Mattei, Will Richter, Kevin Ott

BUSINESS:

1. Discuss proposed 2023 Budget

City Administrator Pagel provided overview of current proposed budget for 2023. Specific areas of adjustment were reviewed and Council direction received.

ADJOURN:

There being no further business, the meeting adjourned at 4:55 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



CITY OF  
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**CITY COUNCIL MEETING MINUTES**  
**Monday, September 26, 2022**  
**5:00 PM**

Mayor Christy called the meeting to order at 5:14 PM.

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

**STAFF:** Tom Pagel, Chad Sterle, Barb Baird, Will Richter, Andy Morgan

**PUBLIC FORUM:**

No one from the public wished to address the Council.

**COUNCIL REPORTS:**

Councilor Connelly advises that on October 10, 2022 at Riverside Park there will be a celebration of Indigenous People's Day at 4:00 PM and this event is open to the public.

**APPROVAL OF MINUTES:**

1. Approve Council minutes for Monday, September 12, 2022 Worksession and Regular meetings.

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

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period September 7, 2022 to September 19, 2022 in the total amount of \$1,036,022.69 of which \$17,498.75 are debt service payments.

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

**ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:**

3. Acknowledged the following minutes:



August 10, 2022 Library Board Meeting  
August 16, 2022 Golf Board Meeting

CONSENT AGENDA:

4. Consider accepting changes to Grand Rapids Police Policy 402 Bias-Based Profiling and consider accepting the addition of GRPD Policy 403 Avoiding Racial Profiling.
5. Consider adopting a resolution accepting \$42,600.00 for a 2022-2023 Toward Zero Deaths grant that includes a match requirement of \$1,500.00 for equipment.

**Adopted Resolution 22-86**

6. Consider abolishing the eligibility list for Hospital Security Officer and accept previously received applications for consideration.
7. Consider hiring a part-time employee at the IRA Civic Center.
8. Consider authorizing the Police Department to sell one (1) city owned police squad through Mid State Auto online auction.
9. Consider approving temporary liquor permit for IEDC event on October 26, 2022.
10. Consider approving temporary liquor permit for Klockow Brewing for October 12, 2022 Pillars event.
11. Consider adopting Grand Rapids Police Policy 445 Portable Audio / Video Recorder
12. Consider abolishing the eligibility list for Police Officer.
13. Consider approving financing agreement with Aaron and Jessica Kalstad.

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

SET REGULAR AGENDA:

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

ADMINISTRATION:

14. Consider approving agreements with Enterprise Fleet Management

Motion made by Councilor Blake, Second by Councilor Adams to approve agreements with Enterprise Fleet Management. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

FINANCE:

15. Consider approving a resolution adopting the 2022 proposed levy/collectable 2023.

Motion made by Councilor Connelly, Second by Councilor Adams to **adopt Resolution 22-87**, approving the proposed levy collectible in 2023. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

There being no further business, the meeting adjourned at 5:30 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



CITY OF  
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**CITY COUNCIL WORKSESSION MINUTES**  
**Monday, September 26, 2022**  
**12:00 AM**

Mayor Christy called the meeting to order at 4:08 PM.

ROLL CALL:

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake

ABSENT: Councilor Connelly

STAFF: Tom Pagel, Chad Sterle, Barb Baird, Andy Morgan

REVIEW OF REGULAR AGENDA:

Upon review, no changes or additions are noted.

DEPARTMENT HEAD REPORT:

1. Julie Kennedy will present the annual Grand Rapids Public Utilities report to Council.

Ms. Kennedy provides overview of annual PUC activities, updates to programming, services and future projects. A full copy of the report is available in the Administration Department upon request.

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

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



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**CITY COUNCIL CLOSED MEETING MINUTES**  
**Monday, September 26, 2022**  
**4:00 PM**

Mayor Christy called the meeting to order at 4:43 PM and stated the reason for the meeting.

**ROLL CALL:**

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

**OTHERS:** Tom Pagel, Chad Sterle, Rob Mattei, Clay Dodd (via phone), Kimberly Gibeau

**BUSINESS:**

Motion made by Councilor Adams, Second by Councilor Toven to close the meeting. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake

1. Conduct discussions relative to the possible sale of real property (Property ID: 91-415-3010) pursuant to Minnesota Statute 13D.05, Subd. 3(c).

\*Councilor Connelly arrived at 4:57 PM.

Mr. Dodd provided information to Council relative to the possible sale of property.

Motion made by Councilor Blake, Second by Councilor Adams to close the closed meeting.  
Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

**ADJOURN:**

There being no further business, the meeting adjourned at 5:12 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk

DATE: 10/05/2022  
 TIME: 14:53:41  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/10/2022

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
1309167	MN BUREAU OF CRIMINAL	780.00
	TOTAL	780.00
CITY WIDE		
1915248	SHI INTERNATIONAL CORP	2,274.00
	TOTAL CITY WIDE	2,274.00
SPECIAL PROJECTS-NON BUDGETED		
1901500	SAMMY'S PIZZA	136.43
	TOTAL SPECIAL PROJECTS-NON BUDGETED	136.43
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
1901535	SANDSTROM'S INC	219.57
2018680	TRU NORTH ELECTRIC LLC	94.48
	TOTAL BUILDING SAFETY DIVISION	366.94
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	238.00
T001411	DODD ADVISORY & VALUATION LLC	9,500.00
	TOTAL COMMUNITY DEVELOPMENT	9,738.00
FINANCE		
0914540	INNOVATIVE OFFICE SOLUTIONS LL	106.17
1309332	MN STATE RETIREMENT SYSTEM	1,144.19
	TOTAL FINANCE	1,250.36
FIRE		
0100010	5 STAR PEST CONTROL &	300.00
0118100	ARAMARK UNIFORM SERVICES	27.56
0315455	COLE HARDWARE INC	17.98
1200500	L&M SUPPLY	65.98
1321527	MUNICIPAL EMERGENCY SERVICES	14,500.14
	TOTAL FIRE	14,911.66

DATE: 10/05/2022  
 TIME: 14:53:41  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 10/10/2022

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
0103325	ACHESON TIRE INC	120.00
0221650	BURGGRAF'S ACE HARDWARE	82.93
0301685	CARQUEST AUTO PARTS	105.33
0315455	COLE HARDWARE INC	108.46
0400720	D&S STUMP GRINDING LLC	1,875.00
0401420	DAKOTA FLUID POWER, INC	93.93
0401425	DAKOTA SUPPLY GROUP	324.00
0501650	EARL F ANDERSEN	98.95
0801825	HAWKINSON CONSTRUCTION CO INC	9,064.38
1301213	MARTIN'S SNOWPLOW & EQUIP	89.90
1421155	NUCH'S IN THE CORNER	58.00
1621125	PUBLIC UTILITIES COMMISSION	2,000.00
1801899	RAYS SPORT & CYCLE	52.69
1815915	ROYAL TIRE INC	1,316.88
1900225	SEH	1,750.00
1908248	SHERWIN-WILLIAMS	92.90
2018560	TROUT ENTERPRISES INC	150.00
	TOTAL PUBLIC WORKS	17,383.35
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	258.99
0601690	FASTENAL COMPANY	165.00
1801615	RAPIDS WELDING SUPPLY INC	12.69
2209421	VIKING ELECTRIC SUPPLY INC	159.57
	TOTAL FLEET MAINTENANCE	596.25
POLICE		
0301685	CARQUEST AUTO PARTS	346.88
0409501	JOHN P. DIMICH	4,583.33
0415529	DONDELINGER FORD	38.26
0718060	GRAND RAPIDS HERALD REVIEW	238.00
1309167	MN BUREAU OF CRIMINAL	780.00
1401655	NARTEC INC	281.62
1618125	PRAXAIR DISTRIBUTION INC	86.89
1809153	RICK'S ELECTRIC & DATA INC	100.00
1920233	STREICHER'S INC	59.96
2000400	T J TOWING	449.50
	TOTAL POLICE	6,964.44
CENTRAL SCHOOL		

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 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 10/10/2022

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	55.73
0218745	ASHLEY BRUBAKER	385.47
1801555	RAPID PEST CONTROL INC	63.25
TOTAL		504.45
AIRPORT		
0301685	CARQUEST AUTO PARTS	34.30
0315455	COLE HARDWARE INC	108.98
0401420	DAKOTA FLUID POWER, INC	32.12
1801613	RAPIDS PRINTING	42.00
1900225	SEH	211.25
2018680	TRU NORTH ELECTRIC LLC	223.20
T001451	DON LEIDNER	19.23
TOTAL		671.08
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118100	ARAMARK UNIFORM SERVICES	121.92
0118230	ARENA WAREHOUSE, LLC	153.00
0221650	BURGGRAF'S ACE HARDWARE	25.98
0701650	GARTNER REFRIGERATION CO	10,798.02
1421155	NUCH'S IN THE CORNER	24.00
1801610	RAPIDS PLUMBING & HEATING INC	2,423.00
TOTAL GENERAL ADMINISTRATION		13,545.92
STATE HAZ-MAT RESPONSE TEAM		
1915248	SHI INTERNATIONAL CORP	265.00
TOTAL		265.00
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
TOTAL		30.00

DATE: 10/05/2022  
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 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 10/10/2022

VENDOR #	NAME	AMOUNT DUE
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GENERAL CAPITAL IMPRV PROJECTS		
2022-1 HIGHWAY 2 LIGHTING		
0718060	GRAND RAPIDS HERALD REVIEW	156.40
TOTAL 2022-1 HIGHWAY 2 LIGHTING		156.40
MAY MOBILITY		
1301895	MAY MOBILITY, INC	162,908.33
TOTAL MAY MOBILITY		162,908.33
MUNICIPAL ST AID MAINTENANCE		
7TH STREET OVERLAY		
0218115	BRAUN INTERTEC CORPORATION	3,478.75
1900225	SEH	17,160.00
TOTAL 7TH STREET OVERLAY		20,638.75
PARK ACQUISITION & DEVELOPMENT		
MS RIVER PARK		
0401425	DAKOTA SUPPLY GROUP	104.14
0801836	HAWKINSON SAND & GRAVEL	148.05
2000522	TNT CONSTRUCTION GROUP, LLC	13,525.50
2300763	WW THOMPSON CONCRETE PRODUCTS	51.75
TOTAL MS RIVER PARK		13,829.44
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0718060	GRAND RAPIDS HERALD REVIEW	83.05
TOTAL IRA CIVIC CENTER RENOVATION		83.05
2022 INFRASTRUCTURE/ARPA		
21ST STREET IMPROVEMENTS		
1900225	SEH	33,042.90
2000522	TNT CONSTRUCTION GROUP, LLC	170,097.88
TOTAL 21ST STREET IMPROVEMENTS		203,140.78
STORM WATER UTILITY		



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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 10/10/2022

VENDOR #	NAME	AMOUNT DUE
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STORM WATER UTILITY		
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1900225	SEH	75.00
2000522	TNT CONSTRUCTION GROUP, LLC	4,717.50
	TOTAL	6,992.50
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$477,167.13
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0104095	DALE ADAMS	73.75
0113105	AMAZON CAPITAL SERVICES	243.97
0305530	CENTURYLINK QC	49.51
0504615	JUSTIN EDMUNDSON	25.00
0609685	FIREMEN'S RELIEF ASSOCIATION	130,077.05
0718015	GRAND RAPIDS CITY PAYROLL	272,790.53
0815440	HOLIDAY STATIONSTORES LLC	269.50
0900060	ICTV	20,075.00
0920055	ITASCA COUNTY RECORDER	46.00
1201402	LAKE COUNTRY POWER	45.46
1301146	MARCO TECHNOLOGIES, LLC	1,848.15
1305046	MEDIACOM LLC	136.90
1305725	METROPOLITAN LIFE INSURANCE CO	2,255.73
1309199	MINNESOTA ENERGY RESOURCES	1,849.82
1315650	ANDY MORGAN	35.00
1321750	MUTUAL OF OMAHA	447.58
1520720	KEVIN OTT	35.00
1601305	THOMAS J. PAGEL	2,003.50
1601750	PAUL BUNYAN COMMUNICATIONS	1,733.65
2000100	TASC	31.50
2114360	UNITED PARCEL SERVICE	44.56
2305825	WEX INC	3,206.46
T001396	BOLDT COMPANY, THE	1,000.00
T001449	PARSONS ELECTRIC TOWN & CNTRY	1,250.00
T001450	JESSICA AND JOSHUA MARTIN	1,000.00
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$440,573.62
	TOTAL ALL DEPARTMENTS	\$917,740.75



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 10, 2022

**AGENDA ITEM:** Consider waiving the statutory tort liability limits to the extent of the coverage purchased.

**PREPARED BY:** Barb Baird

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### BACKGROUND:

In previous years, the issue of whether or not to waive the statutory tort liability limits to the extent of the coverage purchased has been discussed in detail. It has been determined that the City would waive the monetary limits on the tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT. Claims to which the statutory municipal tort limits do not apply are not affected by this decision. In the past, we have opted to waive the statutory tort limits and not purchase excess liability. Because this decision must be made by the City Council annually, we are again asking that it continue to be waived.

### REQUESTED COUNCIL ACTION:

Make a motion waiving the statutory tort liability limits to the extent of the coverage purchased and authorize the Mayor to sign the waiver.



## LIABILITY COVERAGE – WAIVER FORM

**Members who obtain liability coverage through the League of Minnesota Cities Insurance Trust (LMCIT) must complete and return this form to LMCIT before the member's effective date of coverage. Return completed form to your underwriter or email to [pstech@lmc.org](mailto:pstech@lmc.org).**

*The decision to waive or not waive the statutory tort limits must be made annually by the member's governing body, in consultation with its attorney if necessary.*

Members who obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits*, an individual claimant could recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether the member purchases the optional LMCIT excess liability coverage.
- *If the member waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could recover up to \$2,000,000 for a single occurrence (under the waive option, the tort cap liability limits are only waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2,000,000). The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.
- *If the member waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants could recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

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LMCIT Member Name:

City of Grand Rapids

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*Check one:*

The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#).

The member **WAIVES** the monetary limits on municipal tort liability established by [Minn. Stat. § 466.04](#), to the extent of the limits of the liability coverage obtained from LMCIT.

Date of member's governing body meeting: \_\_\_\_\_

Signature: \_\_\_\_\_ Position: \_\_\_\_\_



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 10, 2022

**AGENDA ITEM:** Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2023.

**PREPARED BY:** Barb Baird

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### BACKGROUND:

We are assisting Marsh McLennan Agency in the preparation of the City's general liability insurance coverage application for 2023 to the League of Minnesota Cities Insurance Trust. We have had our insurance coverage through the League for many years. The League's insurance coverage is very comprehensive and they have, for the past several years, given us a substantial refund check at the end of the year, which represents our portion of the refund to the cities insured by them because of lower than anticipated insurance claims.

Because of the volume of applications that the League receives at this time of year, they normally do not have a quote for our insurance back to us before the first of the year. However, Marsh McLennan Agency will provide us with a binder to indicate that we do have insurance coverage through the League even though we have not received the quote or paid the premium.

When the quote for the 2023 insurance is received, it will be placed on the agenda for your consideration.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the continuation of our general liability insurance through the League of Minnesota Cities Insurance Trust for the calendar year 2023.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 10<sup>th</sup>, 2022

**AGENDA ITEM:** Consider adopting a resolution accepting low bid and entering into an agreement with NEO Electrical Solutions LLC for CP 2022-1, Highway 2 Lighting Project.

**PREPARED BY:** Matt Wegwerth

### BACKGROUND:

This project involves the replacement of 28 street lighting units adjacent to Highway 2 between 3<sup>rd</sup> Avenue NW and 12<sup>th</sup> Avenue NW. Bids on the referenced project were opened on September 22<sup>nd</sup>, 2022 at 10:00 a.m. The bids received are below along with the Engineer’s estimate:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate</u>	<u>Total</u>
NEO Electrical Solutions LLC	\$348,052.40	\$6,406.25	\$354,458.65
Lanyk Electric Inc	\$413,869.47	\$9,788.75	\$423,658.22
Parsons Electric Inc	\$416,784.49	\$10,557.50	\$427,341.99
Granite Ledge Electrical Contractors	\$419,122.32	\$11,070.00	\$430,192.32
Engineer’s Estimate	\$386,024.25	\$8,712.50	\$394,736.75

Construction will be fully funded through a grant from the State of Minnesota.

### REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting low bid and entering into an agreement with NEO Electrical Solutions LLC for CP 2022-1, Highway 2 Lighting Project.

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

RESOLUTION NO. 22-\_\_

**A RESOLUTION ACCEPTING BID FOR  
Highway 2 Lighting  
City Project 2022-1**

WHEREAS, pursuant to an advertisement for the Highway 2 Lighting Project, which includes the replacement of 28 street lighting units adjacent to Highway 2 between 3<sup>rd</sup> Avenue NW and 12<sup>th</sup> Avenue NW. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate</u>	<u>Total</u>
Engineers Estimate	\$386,024.25	\$8,712.50	\$394,736.75
NEO Electrical Solutions LLC	\$348,052.40	\$6,406.25	\$354,458.65
Lanyk Electric Inc	\$413,869.47	\$9,788.75	\$423,658.22
Parsons Electric Inc	\$416,784.49	\$10,557.50	\$427,341.99
Granite Ledge Electrical Contractors	\$419,122.32	\$11,070.00	\$430,192.32

WHEREAS, the City Engineer is recommending the bid be awarded to NEO Electrical Solutions LLC;

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

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with NEO Electrical Solutions LLC in the name of the City of Grand Rapids for Grand Rapids Project 2022-1 for a total contract amount of \$354,458.65 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 10<sup>th</sup> day of October, 2022.

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

ATTEST:

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

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



Building a Better World  
for All of Us®

October 10, 2022

RE: City of Grand Rapids  
Highway 2 Lighting  
City Project No. 2022-1  
SAP 129-010-005/SP 3103-70  
SEH No. GRANR 159174

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

Dear Mayor and Council Members:

Bids on the referenced project were opened at the City of Grand Rapids on September 22<sup>nd</sup>, 2022, at 10:00 am. The bids received are summarized with the Engineer's estimate as follows:

<u>Contractor</u>	<u>Base Bid</u>	<u>Alternate</u>	<u>Total</u>
Neo Electrical Solutions LLC	\$348,052.40	\$6,406.25	\$354,458.65
Lanyk Electric Inc	\$413,869.47	\$9,788.75	\$423,658.22
Parsons Electric LLC	\$416,784.49	\$10,557.50	\$427,341.99
Granite Ledge Electrical Contractors	\$419,122.32	\$11,070.00	\$430,192.32
Engineer's Estimate	\$386,024.25	\$8,712.50	\$394,736.75

SEH has reviewed the bids and recommends that The City award a contract to Neo Electrical Solutions with the alternate for their low bid amount of \$354,458.65.

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

Sincerely,  
Short Elliott Hendrickson Inc.

Sara Christenson, PE (MN)  
Project Civil Professional Engineer

X:\F\J\G\GRANR\159174\6-bid-const\Recommend ltr

Engineers | Architects | Planners | Scientists

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

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

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





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 10/10/2022

**AGENDA ITEM:** Consider accepting quotes from Absolute Fire Protection, ESC Systems and Tru North Electric for the installation of a fire suppression system for the server room at the new Fire Hall.

**PREPARED BY:** Erik Scott

---

### **BACKGROUND:**

In order to better protect our technology investments, The IT department has gotten quotes for the purchase and installation of a clean agent fire suppression system for the server room at the fire hall. This system will have the ability to stop a fire in the datacenter without destroying all of the equipment at the heart of our networks. This project includes the purchase of a Novec 1230 system and connecting it to the main facility fire alarm panel.

### **REQUESTED COUNCIL ACTION:**

Make a motion to accept quotes from Absolute Fire Protection, ESC Systems and Tru North Electric for the purchase and installation of a fire suppression system utilizing fire Hall bonding proceeds in an amount not to exceed \$25,500.

City of Grand Rapids

Fire Hall----((Server room))

**All Total=== \$4600**

---Work to be done--- add (5)120 volt 30 amp circuits and (5)30 amp twistlock locations in server room...

---add emergency light in server room

---need dedicated 20 amp circuit,, fire suppression

---possibly move (1)outlet outside of room and into inside

--- run bonding wire between existing racks

Supplies--- #10thhn 1200 ft

(2)runs of ¾"emt 70 ft--- ¾"unistrut---straps and conn, coup

(5)seimans 30 amp 120 volt bolt on breakers

All 4 squares,, slb,, Industrial raised covers, ground tails, twistlock recpts((L5R30),

**Tony Bodin**

**Tru North Electric**

**218-244-3494**

**ENDRESEN SOUND COMPANY INC.**

100-14195

Phone # 218-727-3267 Fax # 218-624-7444  
Mail to: PO Box 1095  
Ship to: 420 3rd Ave  
Proctor, MN 55810

**Customer:**

Date: 9/27/2022

City of Grand Rapids  
420 North Pokegama Ave.  
Grand Rapids, MN 55744

**Fax:** Email

**Attention:** Eric Scott

**Reference:** Suppression monitoring

Qty	Stock Number/Description
	We propose to furnish and install the following monitor modules to monitor a suppression control panel in the IT server room. We will install three boxes for modules and connect to nearest smoke detector for connection.
	MONITORING SUPPRESSION CONTROL PANEL WITH EST 3 CONTROL PANEL
3	EST SIGA-CT1 - Single Ckt Input Module
1	Miscellaneous Hardware, Cabled Wire, Boxes w/ mud ring, Conduit, Material, etc..
1	Labor to install materials for monitoring modules for suppression system

**THIS PROPOSAL DOES NOT INCLUDE ANY APPLICABLE SALES TAX UNLESS SHOWN AND IS VALID FOR 60 DAYS.**

Warranty work is performed during normal business hours.  
Monday-Friday 7:00am to 3:30pm.

<b>Sales Tax (6.875%)</b>	\$0.00
<b>Total</b>	\$1,786.56

\_\_\_\_\_  
Customer's authorization

*Daniel Endresen*  
\_\_\_\_\_  
ESC System's Representative



4905 Canosia Road Saginaw, MN 55779  
Phone 218-624-5602 Fax 218-624-5603

September 20, 2022

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

Attn: Erik Scott

Re: Server Room - Grand Rapids Fire Hall, 104 SE 11<sup>th</sup> Street, Grand Rapids, MN 55744

We propose to provide and install a Novec 1230 system to protect the 11' X 12' X 16' Server Room at the above referenced location for the sum of .....**\$16,952.**

Please note that this clean agent fire suppression system is designed to protect for value as voluntary with chemical concentrations designed at safe levels for spaces that are normally or occasionally occupied not as per MNSFC protection for occupancy.

We include the following list of items:

1. Mechanical installation of equipment including pipe, fittings and hangers.
2. Siemens Novec 1230 clean agent – 1 - 100lb tank
3. Surface mounted control panel
4. Discharge nozzle
5. System commissioning with 1 training session for staff
6. Lift rental to lift tank up to mechanical room
7. Remove existing wet sprinkler head in server room and patch hole in wall

We do not include any of the following items:

1. Supply 120 volt power to the Novec system control panel
2. Any other 120 volt work if required such as air handling equipment or damper shutdowns
3. Emergency power off (EPO) equipment
4. Room integrity test if required
5. Additional annunciators (system will be tied in to building fire alarm system by others)

Our quote can broken down as follows:

Clean agent system materials, design, commissioning, training & delivery - **\$14,300.**

Sub contractor 5% Mark up - **\$715.**

Mechanical equipment & installation - **\$1,648.**

Lift rental - **\$289.**

Any questions let me know.

Thank you for this opportunity to provide you a quote on your fire protection needs.

Randy Nikunen  
Cell: 218-310-6483



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 10, 2022

**AGENDA ITEM:** Consider entering into an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with USI Consulting Group, Inc. previously as Hildi Incorporated.

**PREPARED BY:** Barb Baird

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### BACKGROUND:

In 2015, the Governmental Accounting Standards Board (GASB) released one new standard for public Other Post-Employment Benefit (OPEB), whether the OPEB is funded or not funded.

In 2020, the City Council approved an Agreement for Consulting Services for GASB No. 75 Actuarial Valuation with Hildi for the years 2021 and 2022.

### REQUESTED COUNCIL ACTION:

Make a motion authorizing the Director of Finance to sign an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with USI Consulting Group, Inc. previously as Hildi Incorporated for \$3,150 for the base year 2023, and not to exceed \$1,000 for the projection year, 2024.

## AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services (“Agreement”) is entered into and dated October 3, 2022 by and between USI Consulting Group, Inc. (USICG - earlier as **Hildi Inc.**) USICG with offices located at 8000 Norman Center Drive, Suite 400, Bloomington, MN 55437 with headquarters at 95 Glastonbury Blvd., Suite 102, Glastonbury, CT 06033 (hereinafter referred to as the “Consultant”) and City of Grand Rapids with offices located at 420 North Pokegama Avenue, Grand Rapids, MN 55744 (hereinafter referred to as the “Company”). Company and Consultant are jointly referred to as the “parties.”

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant’s invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company’s request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the “Work”), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a “work made for hire” any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a “work made for hire” or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for

herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or



suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Barbara Baird  
Director of Finance  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

If to Consultant: USI Consulting Group, Inc. (USICG- earlier as **Hildi Inc.**)  
8000 Norman Center Drive  
Suite 400  
Bloomington, MN 55437  
Attn: Jill Urdahl, FSA  
Minnesota Practice Leader / Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.
16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.
17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.
18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.
19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

**Company: City of Grand Rapids**

**Consultant: USICG (earlier as Hildi Inc.)**

By: \_\_\_\_\_  
(Authorized Signature)

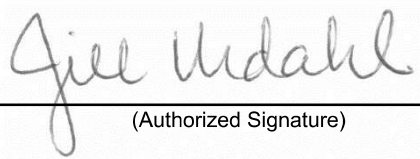
Barbara Baird

Name: \_\_\_\_\_  
(Print or Type)

Finance Director

Title: \_\_\_\_\_  
(Print or Type)

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

By:  \_\_\_\_\_  
(Authorized Signature)

Name: Jill Urdahl

Title: Minnesota Practice Leader / Consulting Actuary

Date: October 3, 2022

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

In Process

**Exhibit 1 to  
AGREEMENT FOR CONSULTING SERVICES  
Consultant and Rate Schedule**

<b>Consultant Representative's Name</b>	<b>Title</b>	<b>Effective Start Date</b>	<b>Expected End Date</b>
USICG (Hildi Inc.) Actuaries and Consultants	Consulting Actuaries	January 1, 2023	December 31, 2024

**Base Fees**

The approximate budget for USICG (Hildi Inc.) consulting services is as follows:

	<b>2023 Fiscal Year</b>	<b>2024 Fiscal Year</b>
GASB 75	\$3,150	January 1, 2023 actuarial valuation to be used as base results. GASB 75 disclosures to be developed for the year ending December 31, 2024. Approximately \$1,000

These Base Actuarial Fees include the following:

- An Actuarial Report including all information required by the GASB Statements. USICG (Hildi Inc.) will provide an electronic copy of the actuarial report. One to three hard copies of the report can be sent, too, if requested.
- A results meeting by conference call or video to discuss the results.
- Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.
- Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.

All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation or year-end disclosure. Additional charges may occur if there is out of scope work due to an OPEB Trust, changes in funding or investment policy for the OPEBs, changes in plan provisions or assumptions, or changes in the GASB disclosure requirements.

**SERVICES OR REQUIREMENTS:**

The Agreement for Consulting Services is dated October 3, 2022.

**Company: City of Grand Rapids**

**Consultant: USICG (earlier as Hildi Inc.)**

\_\_\_\_\_  
(Authorized Signature)

  
\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Date)

October 3, 2022  
\_\_\_\_\_  
(Date)

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

**Certificate Of Completion**

Envelope Id: AADD664BBA654971BC0C38D0F20CE455	Status: Delivered
Subject: Complete with DocuSign: Hildi Inc USI Consulting Contract City of Grand Rapids 1.1.2023.pdf	
Source Envelope:	
Document Pages: 6	Signatures: 0
Certificate Pages: 4	Initials: 0
AutoNav: Enabled	Envelope Originator:
EnvelopeId Stamping: Enabled	Lori Goble
Time Zone: (UTC-06:00) Central Time (US & Canada)	100 Summit Lake Drive, Suite 400
	Valhalla, NY 10595
	lori.goble@usi.com
	IP Address: 139.60.216.6

**Record Tracking**

Status: Original	Holder: Lori Goble	Location: DocuSign
10/3/2022 1:12:03 PM	lori.goble@usi.com	

**Signer Events**

<b>Signature</b>	<b>Timestamp</b>
Barbara Baird	Sent: 10/3/2022 1:13:31 PM
bbaird@ci.grand-rapids.mn.us	Viewed: 10/3/2022 1:27:35 PM
Finance Director	
Security Level: Email, Account Authentication (None)	

**Electronic Record and Signature Disclosure:**  
 Accepted: 10/3/2022 1:27:35 PM  
 ID: fd2b84d9-25a9-4370-a021-68abca2b1dc3

In Process

**In Person Signer Events**

**Signature**

**Timestamp**

**Editor Delivery Events**

**Status**

**Timestamp**

**Agent Delivery Events**

**Status**

**Timestamp**

**Intermediary Delivery Events**

**Status**

**Timestamp**

**Certified Delivery Events**

**Status**

**Timestamp**

**Carbon Copy Events**

**Status**

**Timestamp**

**Witness Events**

**Signature**

**Timestamp**

**Notary Events**

**Signature**

**Timestamp**

**Envelope Summary Events**

**Status**

**Timestamps**

Envelope Sent	Hashed/Encrypted	10/3/2022 1:13:31 PM
Certified Delivered	Security Checked	10/3/2022 1:27:35 PM

**Payment Events**

**Status**

**Timestamps**

**Electronic Record and Signature Disclosure**

## **CONSUMER DISCLOSURE**

From time to time, USI Holdings Corporation (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

**How to contact USI Holdings Corporation:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: michael.pomer@usi.biz

**To advise USI Holdings Corporation of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at michael.pomer@usi.biz and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

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**To withdraw your consent with USI Holdings Corporation**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to michael.pomer@usi.biz and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

**Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
Browsers (for SENDERS):	Internet Explorer 6.0? or above
Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
Email:	Access to a valid email account
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>•Allow per session cookies</li> <li>•Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC CONSUMER DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify USI Holdings Corporation as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by USI Holdings Corporation during the course of my relationship with you.





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 10, 2022

**AGENDA ITEM:** Consider adoption of a resolution authorizing an application to the IRRR Development Infrastructure Grant program for the Airport Development Project

**PREPARED BY:** Matt Wegwerth

---

### **BACKGROUND:**

The proposed project involves the extension of water and sanitary sewer to the proposed hangar development area at the GPZ airport

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution authorizing an application to the IRRR Development Infrastructure Grant program for the Airport Development Project

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

RESOLUTION NO. 22-\_\_

**A RESOLUTION OF SPONSORSHIP  
FOR DEVELOPMENT INFRASTRUCTURE GRANT APPLICATION  
(GPZ AIRPORT HANGAR DEVELOPMENT)**

WHEREAS, the City of Grand Rapids supports the grant application made to the Minnesota Department of Iron Range Resources and Rehabilitation Development Infrastructure Grant Program. The application is for site grading and the installation of water and sanitary sewer for future private hangar development, and

NOW, THEREFORE, BE IT RESOLVED, if the City of Grand Rapids is awarded a grant by the Minnesota Department of Iron Range Resources and Rehabilitation, the City of Grand Rapids agrees to accept the grant award, and may enter into an agreement with the State of Minnesota for the above referenced project. The City of Grand Rapids will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED, the City Council of the City of Grand Rapids names the fiscal agent for the City of Grand Rapids for this project as:

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

Adopted by the Council this 10<sup>th</sup> day of October, 2022.

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

ATTEST:

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 10, 2022

**AGENDA ITEM:** Consider adopting a resolution authorizing a grant application to the IRRR Development Infrastructure Grant program for the Itasca County Family YMCA fire alarm and HVAC system upgrades project.

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

---

### BACKGROUND:

The Itasca County Family YMCA project would replace a 20-year old failing fire alarm system for which parts and updates are no longer available. Along with the fire alarm system replacement, the project will include the replacement of aging HVAC network controls, including programming, software and associated electrical work. The total budget for this project is \$95,000.

If awarded to the City, this \$48,000 grant, would be used to reimburse a portion of the project cost, which is leveraged by an allotment of American Recovery Plan Act (ARPA) funding provided by Itasca County.

The attached resolution authorizes the application and the City's acceptance of funds, if they are awarded.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution authorizing a grant application to the IRRR Development Infrastructure Grant program for the Itasca County Family YMCA fire alarm and HVAC system upgrades project.

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

**City of Grand Rapids, Minnesota  
RESOLUTION NO. 22-\_\_**

**RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS TO MAKE APPLICATION TO AND  
ACCEPT FUNDS FROM THE MINNESOTA DEPARTMENT OF IRRR DEVELOPMENT  
INFRASTRUCTURE GRANT PROGRAM**

WHEREAS THE authorizing authority approves of the attached application for the City of Grand Rapids, Minnesota for development infrastructure costs associated with the expansion of the Itasca County Family YMCA fire alarm and HVAC system upgrades at their facility located at 400 River Road, Grand Rapids, MN 55744; and

WHEREAS THE authorizing authority hereby agrees to accept funding for the underlying project if approved by the IRRR.

NOW THEREFORE BE IT RESOLVED that the authorizing authority of the City of Grand Rapids, Minnesota, does hereby adopt this resolution.

Adopted by the Council this 10th day of October, 2022.

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

ATTEST:

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

Councilor \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof: \_\_\_\_\_; and the following voted against same: \_\_\_\_\_; 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:** 10/22/2022

**AGENDA ITEM:** Consider approving amendments to Hazmat Response Contract with State of Minnesota.

**PREPARED BY:** Travis Cole-Fire Chief

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**BACKGROUND:**

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

The State of Minnesota has submitted an amendment to the contract with the City of Grand Rapids Fire Department Chemical Assessment Team. Our current contract expired on October 1<sup>st</sup> and this amendment is to ensure teams are still operating under a contract while they finish the RFP process. The amendment is for 1 month. This amendment will require signatures by both parties to amend the Original Contract and previous amendments. The proposed amendments do not negatively impact the budget of the Fire Department or the Chemical Assessment Team.

**REQUESTED COUNCIL ACTION:**

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



# Professional and Technical Services Contract

## Amendment 3

### State of Minnesota

**SWIFT Contract Number: 131758**

Contract Start Date:	<u>10/01/2017</u>	Total Contract Amount:	<u>\$305,000.00</u>
Original Contract Expiration Date:	<u>09/30/2022</u>	Original Contract:	<u>\$300,000.00</u>
Current Contract Expiration Date:	<u>09/30/2022</u>	Previous Amendment(s) Total:	<u>\$ 0.00</u>
Requested Contract Expiration Date:	<u>10/31/2022</u>	This Amendment:	<u>\$ 5,000.00</u>

This Amendment is by and between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the State Fire Marshal ("SFM") division ("State"), and the **City of Grand Rapids**, acting on behalf of its Fire Department ("Contractor"). The State and Contractor may be referred to jointly as "Parties."

#### Recitals

1. The State has a contract with the Contractor identified as SWIFT contract number 131758 ("Original Contract") for Contractor to provide regional HAZMAT response services to assist local authorities in protecting the public's safety from effects of a hazardous materials release.
2. The State needs to amend the Original Contract to extend the term one (1) month.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

#### Amendment

In this Amendment, changes to pre-existing Contract language will use strike through for deletions and underlining for insertions.

**REVISION 1.** Clause 1, "**Term of Contract**," is amended as follows:

#### 1. Term of Contract

- 1.1 **Effective Date.** October 1, 2017, or the date the State obtains all required signatures under Minnesota Statutes § 16C.05, subdivision 2, whichever is later. The Contractor must not begin work under this Contract until this Contract is fully executed and the Contractor has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** ~~September 30, 2022~~ October 31, 2022, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this Contract: 8. Indemnification; 9. State Audits; 10. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

**REVISION 2.** Clause 4, "**Consideration and Payment**," is amended as follows:

#### 4. Consideration and Payment

- 4.1 **Consideration.** The State will pay for all services performed by the Contractor under this Contract as follows:
  - (a) **Compensation.** The Contractor will be paid by the State for the following costs, not to exceed **Sixty Thousand and 00/100 Dollars (\$60,000.00)** during each twelve-month period, i.e. October 1 through September 30, of the contract:
    - 1) Capital equipment – Cost of capital equipment including vehicles.
    - 2) Training – Cost of training team personnel (excluding exercise training).
    - 3) Medical examinations – Cost of annual medical examinations for team personnel.
    - 4) Consumable supplies – Cost of consumable supplies.
    - 5) Administration – Cost of program administration.

6) Maintenance – Cost of equipment maintenance.

The Contractor will be paid **Five Thousand and 00/100 Dollars (\$5,000.00)** for services commencing October 1, 2022, and ending October 31, 2022.

(b) **Total Obligation.** The total obligation of the State for all compensation to the Contractor corresponding to Clause 4, Section 4.1(a) of this Contract shall not exceed **Sixty Thousand and 00/100 Dollars (\$60,000.00)** for each twelve month period commencing October 1 and ending September 30, a total of ~~Three Hundred Thousand and 00/100 Dollars (\$300,000.00)~~ during the Term of Contract.

In addition to the five (5) consecutive twelve-month periods, the State will pay the Contractor **Five Thousand and 00/100 Dollars (\$5,000.00)** for services commencing October 1, 2022, and ending October 31, 2022, a total of **Three Hundred Five Thousand and 00/100 Dollars (\$305,000.00)** during the Term of Contract.

(c) **Emergency Response Reimbursement.** In addition to the Compensation identified in Clause 4, Section 4.1(a) above, the State will reimburse Contractor for reasonable and necessary expenses corresponding to and directly associated with the following costs incurred during an actual emergency response. Reimbursement costs corresponding to this section shall not exceed **Five Thousand and 00/100 Dollars (\$5,000.00)** for any single response unless pre-authorized in writing by the State’s Authorized Representative.

1) **CAT Team Personnel Costs**

An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to five (5) persons [Note: See Clause 2(n) above]. Hourly rates will be determined by and in accordance with the Contractor’s collective bargaining agreement(s) corresponding to personnel.

2) **Additional Wage Costs for Local Callback Personnel**

An hourly rate per person, including wages and fringe benefits, for two (2) hours minimum per person, up to five (5) persons. Hourly rates will be determined by and in accordance with the Contractor’s collective bargaining agreement(s) corresponding to personnel.

3) **Vehicle Operating Costs**

Up to \$150.00 per hour for hazardous materials response vehicle; up to \$100.00 per hour for support vehicles; and up to \$100.00 per hour for regional mobile air trailer.

4) **Cost of Consumable Supplies Used**

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

5) **Costs of Repair or Replacement of Damaged or Destroyed Equipment**

Contractor must submit an itemized invoice for actual costs incurred. If cost is estimated to exceed \$500.00, Contractor shall consult with the State’s Authorized Representative to determine if the State will require competitive bids or quotes prior to the repair or replacement of equipment. If the State requires a competitive solicitation, Contractor must comply with the applicable municipal bidding laws.

6) **Communication Costs, including Long Distance and Cellular Telephone Charges**

Eligible costs are defined as cellular/mobile and land line telephone costs for voice, data, and facsimile transmissions. Contractor must submit an itemized invoice for actual costs incurred.

7) **Administrative Costs Directly Resulting from the Emergency Response**

Up to \$500.00 per incident based on actual costs incurred. Contractor may request additional administrative cost reimbursement based on an itemized invoice for actual costs incurred when extraordinary circumstances resulting from a specific State authorized emergency response are documented.

8) **Costs Incurred in the Use of Special Equipment (Minnesota Rules Chapter 7514.1200)**

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

9) **Costs Associated with Providing Support to Cleanup Operations (Minnesota Rules Chapter**

**7514.0900, subpart 5)**

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

10) **Costs Associated with Providing Standby Technical Assistance (Minnesota Rules Chapter 7514.1600, subpart 4)**

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

11) **Other Direct Costs Incurred by the Contractor as a Result of the Emergency Response**

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

**4.2 Payment.**

- (a) **Invoices.** The State will promptly pay the Contractor after the Contractor presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the following schedule:
- 1) **Contractor Compensation [Clause 4, Section 4.1(a)].** Contractor shall submit a completed Contractor's Compensation Packet at least once every three months but not more frequently than once per month for reimbursement of costs identified in Clause 4, Section 4.1(a) of this contract. Contractor shall submit a final invoice for each twelve-month period of this contract no later than October 30 of each year. The State will process properly completed Reimbursement Packets for compensation within thirty (30) days of receipt.
  - 2) **Emergency Response Reimbursement [Clause 4, Section 4.1(d)].** Contractor shall submit a reimbursement claim form identifying reasonable and necessary expenses incurred during an actual emergency response, such claim form to be submitted to State no later than forty-five (45) days after the end of the response. The claim for reimbursement must be made on forms provided by the State and must provide sufficient detail corresponding to each category identified in Clause 4, Section 4.1(d) above. The State will process properly completed claim forms for reimbursement within thirty (30) days of receipt.
- (b) **Retainage.** Under Minnesota Statutes § 16C.08, subdivision 2(10), no more than ninety percent (90%) of the amount due under this Contract may be paid until the final product of this Contract has been reviewed by the State's agency head. The balance due will be paid when the State's agency head determines that the Contractor has satisfactorily fulfilled all the terms of this Contract.

Except as amended herein, the terms and conditions of the Original Contract and all previous amendments remain in full force and effect; and the Original Contract and any previous amendments are incorporated into this amendment by reference.

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**1. State Encumbrance Verification**

*Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.*

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

Signature: \_\_\_\_\_

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

SWIFT Purchase Order Number: \_\_\_\_\_

**3. Department of Public Safety;  
State Fire Marshal Division**

*Individual certifies the applicable provisions of Minnesota Statute § 16C.08, subdivisions 2 and 3, are reaffirmed.*

Print Name: \_\_\_\_\_  
(with delegated authority)

Signature: \_\_\_\_\_

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

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

**2. Contractor: City of Grand Rapids**

*The Contractor certifies that the appropriate persons have executed the Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.*

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

Signature: \_\_\_\_\_

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

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

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

Signature: \_\_\_\_\_

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

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

**4. Commissioner of Administration**

*As delegated to the Office of State Procurement*

Signature: \_\_\_\_\_

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 10/10/2022

**AGENDA ITEM:** Consider approval of the Municipal Delegation Agreement with Minnesota Dept. of Labor and Industry (DOLI).

**PREPARED BY:** Jon Peterson

---

### BACKGROUND:

We recently received the attached Municipal Delegation Agreement for Building Code Administration on Public Buildings and State Licensed Facilities from the Minnesota Department of Labor Construction Codes and Licensing Division.

The delegation to a municipality of building code administration for these facilities, can be revoked by the State if they conclude that any of the three criteria within statute, as listed in the agreement, are not currently being met by the municipality. With the recent resignation of Nate Morlan, our City did not have enough adequately trained and qualified inspectors per MN Statute 326B.133. Travis Cole our Fire Chief still had delegation authority with DOLI which allowed us to continue to inspect our state projects while I was in the process of submitting my application for delegation.

The State of MN DOLI reviewed my application, projects I reviewed, and interviewed me. After this process was completed, they determined my level of experience and skills qualified me for the delegation of State Projects. Per, this agreement, the conditions state:

- Plan review conducted by CCLD
- Building and Mechanical field inspections shall be conducted by Jon Peterson or Travis Cole
- Fire Sprinkler and Fire Alarm plan review shall be completed by CCLD
- Fire Sprinkler and Fire Alarm inspections shall be conducted Travis Cole

### REQUESTED COUNCIL ACTION:

Make a motion to accept the Municipal Delegation agreement between the MN Department of Labor and Industry and City of Grand Rapids and authorize the required signatures per the agreement.



**Municipal Delegation Agreement  
For Building Code Administration on  
Public Buildings & State Licensed Facilities**

**Building Official,**  
Jon Peterson  
City of Grand Rapids  
420 N Pokegama Avenue  
Grand Rapids, MN 55744

**Date:** 10/3/2022

This Agreement is being sent to the *City of Grand Rapids* to establish administration of the State Building Code on “Public Buildings” and “State Licensed Facilities” within your jurisdiction. Please review this Agreement, complete page 2, and return both pages to this division. If the offered level of code administration is not what you applied for, you are welcome to contact us in order to review our determination and your building department staffing in greater detail. Should that review confirm your request, our agreement with your municipality will be changed accordingly. If staffing or other circumstances change that could affect your ability to properly administer the code, it is your responsibility to notify us accordingly.

**WHEN EXECUTED, this Agreement shall serve as an agreement pursuant to Minnesota Statute 326B.107 Subdivision 2, between *City of Grand Rapids* and the Commissioner of Labor and Industry for transfer of State Building Code Administration from the Department of Labor and Industry to the municipality for “Public Buildings and State Licensed Facilities” described in Minnesota Statute 326B.103 Subdivision 11 and Subdivision 13.**

**This agreement may be refused or revoked by the Commissioner of Labor and Industry if it has been determined by the commissioner that according to Minnesota Statute 326B.107, any of the following occurs:**

- 1) The building official does not meet the requirements of Minnesota Statute 326B.133.**
- 2) The building official does not wish to provide those services on one or more projects.**
- 3) The municipality does not have enough adequately trained and qualified inspectors to provide those services.**

**The building official also reserves the right to defer administration of the code on a specific project back to the Division by notifying them in writing within 5 working days of receiving the project jurisdiction agreement.**

**The following level of code administration is being offered to your municipality by this division. Please review, sign below with your municipal manager/administrator, and return to this office.**

**[INSPECTIONS] Municipality will attend to all required inspections, including:**

- a. Cursory plan review to familiarize yourself with the project, (note: main plan review done by CCLD).**
- b. Issuance of all permits and maintenance of all records. However, no permits to be issued until written approval received from CCLD.**
- c. Oversight of Special Inspection Program.**
- d. Adherence to all applicable written division Plan Review Policies. See [www.doli.state.mn.us/buildingcodes.html](http://www.doli.state.mn.us/buildingcodes.html), code opinions and policies; section policy; plan review and regional services or contact the division for policies.**
- e. Perform all required inspections for compliance with State approved plans and the State Building Code including fire protection systems.**
- f. Review change orders and addendums for code compliance.**
- g. Issuance of certificate of occupancy where applicable and/or final inspection of project.**

**IN WITNESS WHEREOF, the parties have caused this agreement to be duly executed intending to be bound thereby. When approved by all parties, this shall serve as a contractual agreement pursuant to Minnesota Statute 326B.107 Subdivision.2, between the municipality and the Commissioner of Labor and Industry for transfer of State Building Code administration from Department of Labor and Industry to the municipality.**

**Municipality: *City of Grand Rapids***

**APPROVED:**

<b>Municipal Building Official</b>	<b>Date</b>

**APPROVED:**

<b>Municipal Manager/Administrator</b>	<b>Date</b>

**APPROVED:**

<b>State Building Official</b>	<b>Date</b>

October 3<sup>rd</sup>, 2022

Building Official  
Jon Peterson  
City of Grand Rapids  
420 N Pokegama Avenue  
Grand Rapids, MN 55744

RE: Letter of Understanding for State Construction Projects

This letter confirms the transfer of State Building Code Administration from the Department of Labor and Industry to the City of Grand Rapids for “Public Buildings and State Licensed Facilities”. If a project meets the definition of “Public Building” or “State Licensed Facility”, per MN Statute 326B.103, all building code administration services shall be completed as outlined below:

It is agreed that the City of Grand Rapids will provide Code Administration Services for “Public Buildings and State Licensed Facilities” which will include inspections only. The conditions of that transfer are as follows:

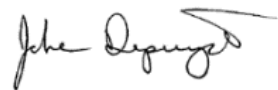
- Plan review will be conducted by **CCLD**.
- Building and Mechanical field inspections shall be conducted by **Jon Peterson or Travis Cole**.
- Fire Sprinkler and Fire Alarm plan review shall be conducted by **CCLD**.
- Fire Sprinkler and Fire Alarm inspections shall be conducted by **Travis Cole**.

Any deviations from the above conditions must be reported to Code Services and may cause this agreement to become null and void. If this meets your understanding of our conversation, please sign a copy and return it to:

Jake Depuydt  
Construction Codes and Licensing Division  
443 Lafayette Road N  
St. Paul, MN 55155-4341

Should you have any questions or comments, please feel free to contact me at 651-284-5953.

Sincerely,



Construction Code Representative 2  
Code Services

Please confirm this agreement by signing and returning:

**Title:** BUILDING OFFICIAL  
**Jurisdiction:** City of Grand Rapids

**AGREED:** \_\_\_\_\_

Jon Peterson

Date: 10/3/2022



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 10/10/2022

**AGENDA ITEM:** Consider authorizing staff to advertise with K-Bid the sale of miscellaneous equipment and allow advertising sealed bids for 2 diesel generators using the League of MN Cities no longer used firefighting equipment from the Fire Department.

**PREPARED BY:** Travis Cole

---

### BACKGROUND:

The Fire Department continues to go through old equipment that is no longer used and would like to get authorization to sell outdated equipment. The Fire Department would like to utilize League of MN Cities sales platform and Lefty's Tent and Party Rental who uses K-Bid as the online auction format. We removed two old generators from trucks that were disposed of that we would like to list on the League of MN Cities for sealed bids and the remaining items to be sold on K-bids auction site.

The pieces of equipment the fire department would like to sell are as follows:

1. 2-Diesel Generators (Sealed bids on League of MN Cities)
2. 2-metal tool boxes
3. 1-Booster Hose Reel
4. 1-electric corded chainsaw
5. 1-gas chainsaw
6. 1-gas K-tool saw
7. 1-18 hp Briggs and Stratton Motor for old skid unit
8. 4-corded electric hose reels
9. 2-Air hose reels
10. 1-Metal toolbox for truck
11. 1-old metal gas can
12. 2-Keybaord under desk mount trays

**REQUESTED COUNCIL ACTION:**

Make a motion authorizing staff to advertise with K-Bid for the sale of miscellaneous equipment no longer used for firefighting from the Fire Department and to advertise for sealed bids for old diesel generators using the League of MN Cities.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 10, 2022

**AGENDA ITEM:** Consider PW PT Eligibility List for Winter Maintenance

**PREPARED BY:** Cynthia Lyman

---

**BACKGROUND:**

The Public Works Department utilizes part-time intermittent employees to facilitate snow removal during the winter snowplowing season. The following list of part-time employees will work on an “as needed” basis. They will be effective to work on 10-24-22 with an end date of 4-30-23 at a wage rate of \$21.00 per hour.

David Amundson  
Roger Bumgarner  
Jim Columbus  
Scott Holm  
Marlon Lewandowski  
Bob Lindahl  
Steve Ross  
Nick Smith  
Richard Swann  
Benjamin Ziemski

**REQUESTED COUNCIL ACTION:**

Make a motion to approve the Public Works Department hiring from the above eligibility list of part-time winter maintenance workers for the 2022-2023 winter maintenance season.





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 10-10-22

**AGENDA ITEM:** Consider a resolution awarding a contract to Becker Arena Products for dasher boards and glass

**PREPARED BY:** Tom Pagel, City Administrator

---

### **BACKGROUND:**

Dasher boards and glass need to be replaced on the west venue of the IRA Civic Center. The attached resolution approves the bid from Becker Arena Products and awards a contract. The old boards will be used at a new outdoor rink located at the Middle School.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve a resolution awarding a contract to Becker Arena Products for dasher boards and glass.

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

RESOLUTION NO. 22-\_\_\_\_\_

**A RESOLUTION ACCEPTING BIDS FOR  
DASHER BOARDS AND GLASS  
IRA CIVIC CENTER IMPROVEMENTS  
CITY PROJECT 2021/P&R-1**

WHEREAS, pursuant to an advertisement for Dasher Boards and Glass at the IRA Civic Center Improvements, which includes the demolition of roof structure, general construction, roofing system, ice rink and plant, fire suppression, mechanical, electrical, and elevator, bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder-	Base Bid
Becker Arena Products	\$291,869.30

WHEREAS, it appears that the low Contractors are responsible bidders, and;

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

The Mayor and Administrator are hereby authorized and directed to enter into a contracts with Becker Arena Products, as identified in the recommendation table above, in the name of the City of Grand Rapids for Grand Rapids City Project 2021/P&R-1 for a total contract amount stated above, plus applicable taxes, and performance and payment bonds, and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 10<sup>th</sup> day of October, 2022.

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

ATTEST:

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

Councilor \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_s; 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:** October 10, 2022

**AGENDA ITEM:** Consider approving annual liquor licenses renewals for 2023.

**PREPARED BY:** October 10, 2022

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### BACKGROUND:

All liquor licenses for the City of Grand Rapids will expire at midnight on December 31, 2022. License renewals have been sent and staff is requesting that the City Council approve renewal of all current licenses for 2023 contingent upon receipt of application, required documentation and fees.

A listing of current license holders is attached.

### REQUESTED COUNCIL ACTION:

Make a motion to approve annual liquor license renewals for 2023 contingent upon receipt of all required documentation and fees.

City of Grand Rapids Liquor License Holders

3.2 On-Sale & Off-Sale Only

Itasca Curling Club  
Holiday StationStores North  
Holiday StationStores South  
SuperOne Foods North  
SuperOne Foods South

Club On-Sale

American Legion 60  
Moose Lodge  
VFW Post 1720

Wine On-sale w/Strong Beer

Ajida Mongolian & Ramen  
Fuji Japanese Restaurant  
Brewed Awakenings  
Unwined Up North

Off-Sale Liquor

Frontier Liquor  
Pokegama Plaza Liquor  
SuperOne Liquor  
Walmart Inc.

On-Sale Liquor

Applebee’s Neighborhood Grill & Bar  
Boulder Tap House  
Dutch Room  
Eagles Club  
El Potro Mexican Restaurant  
Forest Lake Restaurant  
Hotel Rapids  
NoPo Coffee Co.  
Pokegama Grill  
Rapids Brewing Company  
Sammy’s Pizza  
Thunder Alley XL  
Timberlake Lodge Hotel & Event Center

Brewer Off-Sale

Rapids Brewing Co.  
Klockow Brewing Co.

On-Sale Taproom

Klockow Brewing Co.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 10-10-22

**AGENDA ITEM:** Consider hiring Chery Pierzina as Human Resource Officer

**PREPARED BY:** Tom Pagel, City Administrator

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### **BACKGROUND:**

With the departure of the former Human Resource Director, City Council directed staff to initiate the hiring process of a Human Resource Office. This position will be shared with the GRPU. Because of this GRPU staff were involved in the hiring process.

City and GRPU staff have interviewed three candidates and are recommending the hiring of Chery Pierzina for the Human Resource Officer position. Her resume is attached for reference. She brings sixteen years of strong HR experience in city and school district environments. Her first day of employment with the City would be November 1<sup>st</sup>.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve the hiring of Chery Pierzina as Human Resource Officer in accordance with the attached offer letter/agreement.



September 30, 2022

Ms. Chery Pierzina  
14917 Cochise Street  
Williston, ND 58801

Dear Chery,

Pursuant to our conversation of September 30, 2022, the following is an outline of the terms and conditions of your employment as the Human Resource Officer for the City of Grand Rapids. As I stated in our conversation, your appointment is subject to approval of the City Council at their October 10, 2022 meeting, as well as a background check.

We are looking forward to your employment with the City of Grand Rapids. Your experience and training will be a welcomed complement to the City's staff.

Start Date: Your first date of employment will be November 1, 2022.

Compensation: Your beginning salary will be ~~\$89,019.10~~ <sup>\$97,313.34 JAH</sup>. This is based on a maximum service credit of 6 years. Future cost of living adjustments will be subject to satisfactory performance evaluations, will be considered at the same time as other management employees, and will normally be competed on the same basis percentage of dollar amount as other management employees, subject to Council discretion. This is typically effective January 1<sup>st</sup> of each year.

Pension: Upon employment, you will be eligible to participate in PERA. A deferred compensation plan is also available for your participation.

Insurance: You will be enrolled in the Operating Engineers Local 49 Health & Welfare Fund. The City covers 100% of the premium regardless of how many eligible family members. Your coverage will begin on December 1, 2022. For more information go to: <https://health49.org/>

Flexible Time Off: Upon employment, you will be credited with fifteen years of service, and will accrue FTO based on fifteen years of service or 9.23 hours per 80 hour pay period. The City will also deposit 40 hours of FTO effective November 1, 2022.

Emergency Medical Bank: You will accrue EMB, a non-severable benefit at 2.4616 hours per 80 hour pay period. The City will also deposit 80 hours of EMB effective November 1, 2022. In order to utilize EMB for a health event, you must first utilize 40 hours of FTO.

Contingent Upon: Your appointment will be presented and recommended to the City Council at their October 10, 2022 meeting. Your appointment is also subject to a background check and a six-month probationary period.

Again, thank you for committing to the City of Grand Rapids. If I can be of any assistance feel free to call me at 218.326.7626.

Your signature below will indicate your agreement with the terms and conditions of employment as we discussed on September 30, 2022.

*Chery Pierzina*  
Chery Pierzina

*10-1-2022*  
Date

Regards,

*Tom Pagel*

Tom Pagel  
City Administrator

cc: personnel file

\* MOVING EXPENSES WILL BE REIMBURSED WITH RECEIPTS NOT-TO-EXCEED \$5000.00.

*[Signature]*

# Chery Pierzina

Human Resources Professional

July 28, 2022

## CONTACT

701.609.1006 

cherypierzina@gmail.com 

Williston, North Dakota 

<https://www.linkedin.com/> 

City of Grand Rapids  
Administration Office  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744

Dear Search Committee,

Working as the Human Resources Director, in the public sector, has been a positive experience for me and has captivated my interest in the current Human Resource Officer vacancy with the City of Grand Rapids. Having reviewed the complexities of this position, I feel it aligns with my professional goals and will allow me the opportunity to apply my knowledge and skills to support the programs, policies, and the strategic direction of the City. I recognize the City of Grand Rapids is looking for a high performer who can promote organization culture, all with a strong focus on customer service, confidentiality, supporting management, and collaborating with various stakeholders to provide impactful solutions. I am confident my desire to succeed, along with my experiences, makes me a strong candidate for this position.

Throughout my professional career, each position I have held has enabled me to expand my knowledge, learn new skills, and gain the respect of my peers, supervisors, and senior leadership. I understand the mechanics of recruitment and the employee lifecycle. I have played an integral role in policy development, contract negotiations, contract interpretation, payroll, compensation planning, and benefit administration. Other duties include risk management, safety, training, ADA, investigations, employee relations, performance management, budget development, and customer service. Many of the skills I have gained, whether personally or professionally, have led me to this point in my career.

As a leader, I have showcased a positive balance between working independently and as part of a team. I value consistent and effective communication, and it is seen regularly through my work and my actions. My excellent communication skills allow me to demonstrate strong interpersonal communication, and the ability to manage situations that may arise in the most effective manner possible. Through personal and professional development, I have gained an attention for detail, and strive for quality in everything I do.

My desire, knowledge, and skills make me an excellent candidate for the Human Resource Officer position. I would welcome the opportunity to talk with you regarding my experience and my sincere interest in this role.

I wish you the best of luck in the search process and thank you for reviewing my qualifications.

Sincerely,  
*Chery Pierzina*

Chery Pierzina



# Chery Pierzina

Human Resources Professional



cherypierzina@gmail.com

Williston, North Dakota

<https://www.linkedin.com>

## EDUCATION

Itasca Community College  
Grand Rapids, MN

Brainerd Vo-Tech  
Brainerd, MN

## PERSONALITY

### INSIGHTS DISCOVERY

Green  
Yellow  
Blue  
Red

### GALLUP STRENGTHSFINDER

Consistency  
Developer  
Positivity  
Discipline  
Arranger

## CERTIFICATIONS

Certified Professional  
SHRM

## INTERESTS

Camping  
Hiking  
Pets  
Reading  
Travel

## PROFILE

I am a results-oriented, positive, and hardworking individual who strives to achieve the highest standard possible, at any given task. I possess excellent written and verbal communication skills and have the ability and experience to develop successful partnerships with others. I am highly adaptable to new and changing environments and enjoy learning. I work well under pressure and have the confidence to handle varying situations with ease. My analytical intellect, strategic planning and forward-thinking mindset are key components that have contributed my success. The passion I have for supporting and improving lives through relationship management, process improvement and customer service will no doubt benefit the employee experience with the City of Grand Rapids.

## PROFESSIONAL EXPERIENCE

### HUMAN RESOURCES DIRECTOR

**City of Williston | May 2017 - Present**

Plan, direct, manage and oversee the activities and operations of the Human Resources Department including enforcement of human resources laws and regulations, employee selection, compensation, health and safety, and labor relations. Administration of compensation and benefits program, ADA, EEO, Family Medical Leave Act, and WSI claims. Serve as the HIPAA Compliance and Privacy Officer. Maintain a compensation plan by conducting periodic compensation surveys. Schedule and assist with job performance evaluations. Assist with the development and administration of salary budgets. Monitor employee benefits programs, study and assess benefit needs and trends, recommend benefit programs. Conduct investigations on grievances and personnel issues and mediate personnel disputes. Recommend and implement discipline and termination procedures. Create trusted partnerships with senior leadership to plan, design, and develop human capital strategies and initiatives that support and align with the City's strategic goals, direction, structure, and governance. Assist with the development of policies and programs to attract, retain, and promote a diverse workforce. Work with management to create a positive work culture that values employees and their successes. Recognize emerging workforce challenges and develop and execute plans for meeting the workforce needs in both near and long term. Perform duties with tact, diplomacy, discretion, and respect and maintain confidentiality of sensitive information, issues, and projects; Maintain compliance with data privacy.

### THIRD PARTY INVESTIGATOR

**Contracted | May 2017 - Present**

Perform third party investigations related to Title IX, discrimination, harassment, retaliation, and other misconduct for agencies. Provide objective, independent review of complaint(s) by interviewing complainants, witnesses, and respondents while following grievance procedures, policies and state and federal law. Assist with risk mitigation. Manage potential conflicts and issues that may arise. Provide unbiased fact-finding and assist with decision-making and discipline recommendations. Exercise independent judgment within policy guidelines. Maintain absolute confidentiality.

# Chery Pierzina

Human Resources Professional



cherypierzina@gmail.com

Williston, North Dakota

<https://www.linkedin.com>

## EDUCATION

Itasca Community College  
Grand Rapids, MN

Brainerd Vo-Tech  
Brainerd, MN

## PERSONALITY

### INSIGHTS DISCOVERY

Green

Yellow

Blue

Red

### GALLUP STRENGTHSFINDER

Consistency

Developer

Positivity

Discipline

Arranger

## CERTIFICATIONS

Certified Professional  
SHRM

## INTERESTS

Camping

Hiking

Pets

Reading

Travel

## PROFESSIONAL EXPERIENCE (continued)

### HUMAN RESOURCES DIRECTOR

**Williston Public School District #1 | July 2014 – May 2017**

Planned, coordinated, and supervised the operations of the Human Resources Department, including the recruitment and selection process of all certified and classified staff. Supervised and supported the effective operation of the school district. Managed all human resource functions related to employment. Ensured the district abided by all state and federal laws application to employee selection and equal opportunity procedures. Labor relations management, including mediation, dispute resolution, employee discipline, negotiations, and contract administration. Established collaborative working relationships with union representatives. Accessed highly confidential documents relating to the collective bargaining process and maintained strict confidentiality of document content and meeting discussions. Exercised independent judgement within policy guidelines. Analyzed issues and recommended solutions. Managed employee due process issues, advised and counseled staff, collected information, directed investigations, conducted meetings, and developed recommendations on employee performance and misconduct matters. Prepared agreements, action plans, reports, and resolutions as needed. Evaluated and responded to grievances and advised staff on appropriate response(s). Coordinated grievance meetings, mediations, arbitrations, hearings, and settlement conferences. Negotiated and drafted settlement agreements. Knowledge of employee benefit plans, pay equity, wage, and compensation plans. Knowledge of organizational structure, functions, and operations. Succession planning. Investigated human resources related issues (e.g., EEOC, Wage and Hour, Harassment, ADA, Discrimination, employee disputes, etc.). Interpreted, administered, and assisted in the development of personnel policies. Responded to legal actions regarding personnel issues on behalf of the district. Worked directly with benefits providers. Developed and maintained positive and professional working relationships at all organizational levels, internally and externally.

### HUMAN RESOURCES DIRECTOR/PAYROLL

**Independent School District #317 | September 2006 – June 2014**

Managed the activities and operations of the Human Resources Department including all aspects of payroll. Enforcement of human resources laws and regulations, employee selection, compensation, health and safety, and labor relations. Contract negotiations, language interpretation, and strategy development. Expertise in employee benefit plans, pay equity, wage, and compensation plans. Acted as the STAR Coordinator. Implemented AppliTrack and substitute calling system. Administration of employee benefits, including retirement and pension plans. Ensured fair and equitable treatment of all employees and compliance with negotiated agreements. Maintained absolute confidentiality of work-related issues, records, and information.



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

## REQUEST FOR COUNCIL ACTION

- AGENDA DATE:** October 10, 2022
- AGENDA ITEM:** Consider adopting a resolution regarding the approval of a DEED Minnesota Investment Fund (MIF) application by the Grand Rapids Economic Development Authority for the Arbor Wood Co. project.
- PREPARED BY:** Rob Mattei, Director of Community Development
- 

### BACKGROUND:

For the past few months, we have re-engaged in discussions with Voyager Capital Group, the owner of the former Ainsworth site at 502 W. Co. Rd. 63, and company officials from Arbor Wood Co., LLC regarding the establishment of a production facility for Arbor Wood within a portion of the former OSB plant. Those discussions have also included representatives from the Minnesota Department of Employment and Economic Development (DEED) and the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) to conduct due diligence and design a collaborative approach toward support of this project.

[Arbor Wood Co.](#) is a supplier of thermally modified siding, decking and dimensional lumber. The Arbor Wood manufacturing process, which is currently outsourced, uses heat and steam to improve the aesthetics and durability across a range of wood species. Arbor Wood, who has developed their product line in conjunction with the University of Minnesota, is at the forefront of the domestic thermally modified wood movement.

The Grand Rapids Arbor Wood project will bring the production process in-house for Arbor Wood. Integration of the production process will improve Arbor Wood's product delivery speed, quality control oversight and production capacity. Voyager Capital Group, who is also an investor in Arbor Wood, will renovate 48,000 sq. ft. of the mainly vacant building for the project. This renovation will involve site improvements, electrical, mechanical, fire suppression, roof repair, and construction of offices and restrooms valued at approximately \$3.4M. Voyager Capital Group has submitted a request to the City for Tax Increment Financing to assist in this renovation, which is currently under review.

In addition to the creation of new tax base, the Arbor Wood project will employ eight full time positions at start up. Additionally, the sourcing of native tree species for Arbor Wood's

production will lead to indirect employment in logging and transportation, which are other economic sectors negatively impacted by past downsizings in regional forest product industries.

Arbor Wood will invest approximately \$3.0 in the purchase of machinery and equipment for the plant, bringing the total budget for the project to \$6.4M. GREDA's pending application for a MIF grant of \$232,000 would be used by GREDA to provide a seven year, interest free loan to Arbor Wood for equipment purchases.

**REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution regarding the approval of a DEED Minnesota Investment Fund (MIF) application by the Grand Rapids Economic Development Authority for the Arbor Wood Co. project.

**RESOLUTION NO. 22-  
CITY OF GRAND RAPIDS, MINNESOTA**

**RESOLUTION REGARDING THE APPROVAL OF A MINNESOTA INVESTMENT FUND APPLICATION  
IN CONNECTION WITH THE GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY FOR THE PROJECT  
ENTITLED ARBOR WOOD**

WHEREAS, the City of Grand Rapids, Minnesota (the “City”), desires to assist Arbor Wood Co., LLC (Arbor Wood), which proposes the establishment of a facility to produce thermally modified siding, decking and dimensional lumber located at 502 W. County Rd. 63 in Grand Rapids; and,

WHEREAS, the City of Grand Rapids understands that Arbor Wood through and with the support of the Grand Rapids Economic Development Authority wishes to apply to the Minnesota Department of Employment and Economic Development’s Minnesota Investment Fund Program for project financing; and,

WHEREAS, the City of Grand Rapids held a City Council meeting on October 10, 2022 to consider this matter.

NOW, THEREFORE, BE IT RESOLVED that, after due consideration, the Mayor and City Council of the City of Grand Rapids, Minnesota, hereby express their approval of the Minnesota Investment Fund application from the Grand Rapids Economic Development Authority to the Minnesota Department of Employment and Economic Development’s Minnesota Investment Fund Program to assist with this project.

Sworn and Executed Under My Hand this 10th day of October, 2022.

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Dale Christy, Mayor

ATTEST:

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Kim Gibeau, City Clerk