



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

CITY COUNCIL MEETING AGENDA

Monday, November 10, 2025

5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, November 10, 2025 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PROCLAMATIONS/PRESENTATIONS:

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, October 27, 2025 Worksession and Regular meetings.

VERIFIED CLAIMS:

2. Approve the verified claims for the period October 21, 2025 to November 3, 2025 in the total amount of \$1,994,331.85.

CONSENT AGENDA:

3. Consider approving airport land lease with Civil Air Patrol
4. Consider approving the final pay request for CP 2025-1, 7th Avenue SE Mill & Overlay in the amount of \$25,874.87 and balancing change order 3.
5. Consider a MOU with Library Union
6. Consider entering into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 4, 2026.
7. Consider approving a Supplemental Letter Agreement with SEH to provide services for our MN DNR Regional Grant application.
8. Consider approving Airport Emergency Plan

- [9.](#) Consider authorizing the Joint Powers Agreement and Court Services Amendment with State of Minnesota Department of Public Safety to allow Micheles Law continued access to the criminal justice data communications network.
- [10.](#) Consider adopting a resolution authorizing and accepting a Minnesota Chiefs of Police Foundation Community Partnerships Grant.
- [11.](#) Consider waiving the 3% retainage on total Franchise Fee for cable television
- [12.](#) Consider appointing four applicants to the position of Firefighter Trainee with the Grand Rapids Fire Department and approve creating an eligibility roster for Firefighter Trainee.
- [13.](#) Consider adopting the Paid Family Medical Leave (PFML) Policy.

SET REGULAR AGENDA:

POLICE:

- [14.](#) Consider approving donation from Itasca County K-9 Fundraiser

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 24, 2025 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL WORKSESSION MINUTES
Monday, October 27, 2025
4:30 PM

Mayor Pro-Tem Blake called the meeting to order at 4:30 PM.

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

STAFF: Tom Pagel, Kimberly Gibeau, Chad Sterle, Amy Dettmer, Chery Pierzina

DEPARTMENT HEAD REPORT:

1. Grand Rapids Area Library - Amy Dettmer, Director of Library Services

Amy Dettmer, Director of Library Services, provided an annual report to Council covering books, programs, events, etc. Also reviewed challenges of funding and affects.

REVIEW OF REGULAR AGENDA:

Upon review, no changes or additions are noted.

There being no further business, the meeting adjourned at 4:41 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



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CITY COUNCIL MEETING MINUTES

Monday, October 27, 2025

5:00 PM

Mayor Pro-Tem Blake called the meeting to order at 5:00 PM.

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

STAFF: Tom Pagel, Kimberly Gibeau, Chad Sterle, Chery Pierzina, Amy Dettmer, Will Richter, Carl Babich, Andy Morgan, Kevin Ott

PROCLAMATIONS/PRESENTATIONS:

1. Proclaim October 23, 2025 "goMARTI Day"

The proclamation is read into the record.

POSITIVE HAPPENINGS IN THE CITY:

Mayor Pro-Tem Blake noted the October 20th Ribbon Cutting of Ice Swing Sculpture; acknowledged accomplishments for Grand Rapids sports teams; stated Central School is at 90% occupancy and acknowledged years of service for current employees.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

City Administrator Pagel provided an update on Hwy 169 expansion meeting.

Mayor Pro-tem Blake reviewed legislative issues and upcoming elections for 2026.

APPROVAL OF MINUTES:

2. Approve Council minutes for Tuesday, October 14, 2025 Regular meeting.

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

VERIFIED CLAIMS:

3. Approve the verified claims for the period October 7, 2025 to October 20, 2025 in the total amount of \$1,373,317.33.

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

CONSENT AGENDA:

4. Consider approving revised starting date for seasonal employee, Jim Columbus.
5. Consider approving Maintenance – Winter (Public Works) rehires for the 2025-2026 Winter season.
6. Consider hiring and rehiring PT and Seasonal Civic Center Employees.
7. Consider approving 3.2 On-sale license for My Place Hotel
8. Consider approving 2026 liquor license renewals.
9. Consider Voiding Lost Accounts Payable Check and Issue Replacement Check.
10. Consider authorizing the sale of surplus golf maintenance equipment through the sealed bid process.
11. Adopt a Resolution Accepting a State of MN Grant in the amount of \$7,836.00 for the Vehicle Gate Replacement Project at the Grand Rapids/Itasca County Airport

Adopted Resolution 25-70

12. Consider approving new On-Sale Wine License and 3.2 On-sale beer license for Fuji Grand Rapids MN.

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

SET REGULAR AGENDA:

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

ADMINISTRATION:

13. Consider resignation from Christa Roerick from her positions at the Grand Rapids Area Library effective October 31, 2025.

Motion made by Councilor MacGregor, Second by Councilor Mertes to accept the resignation of Christa Roerick and authorize posting the position. Voting Yea: Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

POLICE:

14. Consider adopting a resolution accepting donations from the Blandin Foundation for 2025 National Night Out.

Motion made by Councilor Sutherland, Second by Councilor Mertes to **adopt Resolution 25-71**, accepting 2025 National Night Out donation. Voting Yea: Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

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

15. Conduct a Public Hearing to consider the adoption of an Ordinance amending and updating sections of Chapter 30 Land Development Regulations and Chapter 14 Businesses.

Will Richter provides overview of recommended amendments.

Motion made by Councilor Sutherland, Second by Councilor MacGregor to open the public hearing. Voting Yea: Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

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

Motion made by Councilor Sutherland, Second by Councilor MacGregor to close the public hearing. Voting Yea: Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

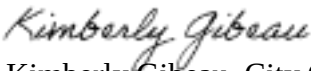
COMMUNITY DEVELOPMENT:

16. Consider the recommendation of the Planning Commission regarding the adoption of an Ordinance amending and updating sections of Chapter 30 Land Development Regulations and Chapter 14 Businesses.

Motion made by Councilor Mertes, Second by Councilor MacGregor to **adopt City Ordinance 25-10-03**, amending Chapters 30 and 14 of the Grand Rapids Municipal Code. Voting Yea: Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

There being no further business, the meeting adjourned at 5:27 PM.

Respectfully submitted:



Kimberly Gibeau, City Clerk

Summary Report

Item 2.

VENDOR NAME/INVOICE #	AMOUNT
A&B MISHAPS	136.67
ACHESON TIRE INC	35.00
ARENA WAREHOUSE, LLC	4,996.55
ASHLEY BRUBAKER	449.22
AUTO VALUE - GRAND RAPIDS	97.98
BURGGRAF'S ACE HARDWARE	393.10
CARQUEST AUTO PARTS	249.65
CITY OF GRAND RAPIDS	547.24
COLE HARDWARE INC	148.74
DISPLAY SALES COMPANY	5,402.68
EARL F ANDERSEN	125.45
EDWARDS OIL INC	647.90
EMERGENCY AUTOMOTIVE TECH INC	155.20
EPOKE NORTH AMERICA INC	3,144.69
FASTENAL COMPANY	680.70
GARTNER REFRIGERATION CO	564.15
GRAND RAPIDS HERALD REVIEW	69.00
HAWKINSON CONSTRUCTION CO INC	25,874.87
HAWKINSON SAND & GRAVEL	383.77
ITASCA PRIDE	1,000.00
KUTAK ROCK LLP	456.00
L&M SUPPLY	99.13
LATVALA LUMBER COMPANY INC.	92.60
LEASE LANDSCAPING INC	665.00
LHB INC	2,826.00
MCCOY CONSTRUCTION & FORESTRY	154.88
MES SERVICE COMPANY, LLC	233.44
MICHELS LAW	8,333.34
MN STATE RETIREMENT SYSTEM-GR	1,948.80
MOMENTUM ADVOCACY, LLP	2,000.00
NORTHLAND LAWN & SPORT, LLC	187.85
PARSONS ELECTRIC LLC	77,638.75
PUBLIC UTILITIES COMMISSION	6,900.00
R & R SPECIALTIES INC	414.14
RAPIDS PLUMBING & HEATING INC	356.30
RBC WEALTH MANAGEMENT	50.00
SANDSTROM'S INC	943.02
SHI INTERNATIONAL CORP	610.00
STOKES PRINTING & OFFICE SUPPLY INC.	97.78
STREICHER'S INC	751.98
T.C. WINTER SERVICES	11,781.91
ULINE, INC	227.74

CITY OF GRAND RAPIDS BILL LIST - November 10, 2025

Summary Report

Item 2.

VESTIS GROUP, INC	142.95
VIKING AUTOMATIC SPRINKLER COMPANY	678.00
WESCO RECEIVABLES CORP	5,478.50
YANMAR COMPACT EQUIPMENT NORTH AMERICA	6,945.12

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$ 175,115.79

CHECKS ISSUED/PRIOR APPROVAL:

V00024 MOLLY MACGREGOR	Bill #101625	118.40
V00572 THOMAS BEAUDRY	Bill #101425-G	3,126.22
V00572 THOMAS BEAUDRY	Bill #093025-G	6,729.38
V00662 JUSTIN EDMUNDSON	Bill #102425	97.45
V00830 JEFF CARLSON	Bill #103125	83.36
V00878 AT&T MOBILITY	Bill #26030611	2,490.48
V00878 AT&T MOBILITY	Bill #26030610	1,527.89
V00891 CONSTELLATION NEWENERGY-GAS DIV	Bill #4432117	645.67
V00908 CANON FINANCIAL SERVICES, INC	Bill #41950662-G	45.48
V00908 CANON FINANCIAL SERVICES, INC	Bill #41950663	62.01
V01066 CENTURYLINK QC	Bill #334015245/Oct25	66.00
V01066 CENTURYLINK QC	Bill #333931501/Oct25	127.00
V01066 CENTURYLINK QC	Bill #334014654/Oct25	66.00
V01066 CENTURYLINK QC	Bill #333508017/Oct25-C	55.48
V01100 TIMOTHY DIRKES	Bill #103125	94.27
V02023 JAMIE TURNBULL	Bill #100925	38.66
V02044 JEREMY NELSON	Bill #103125	75.10
V02115 MEDTOX LABORATORIES INC	Bill #092025503826	26.38
V02129 WILLIAM SAW	Bill #101525	20.00
V02144 MINNESOTA ENERGY RESOURCES	Bill #0507783569-01/Sep25-L	45.00
V02144 MINNESOTA ENERGY RESOURCES	Bill #0502903931-02/Sep25	48.77
V02144 MINNESOTA ENERGY RESOURCES	Bill #0506372672-01/Sep25-C	489.90
V02144 MINNESOTA ENERGY RESOURCES	Bill #0508787492-07/Oct25	75.29
V02144 MINNESOTA ENERGY RESOURCES	Bill #0502380460-01/Sep25	353.39
V02144 MINNESOTA ENERGY RESOURCES	Bill #0503250588-01/Oct25	105.47
V02144 MINNESOTA ENERGY RESOURCES	Bill #0508787492-09/Oct25	18.00
V02144 MINNESOTA ENERGY RESOURCES	Bill #0502809781-03/Oct25	18.00
V02144 MINNESOTA ENERGY RESOURCES	Bill #0615241258-01/Oct25-A	19.51
V02144 MINNESOTA ENERGY RESOURCES	Bill #0502552454-01/Oct25-A	62.83
V02247 HAWK CONSTRUCTION INC	Bill #ROW24-129/Refund	19,365.00
V03391 AMAZON CAPITAL SERVICES	Bill #1GQH-4C4P-6H9H-L	48.26
V03391 AMAZON CAPITAL SERVICES	Bill #1G3Y-7Y93-64RY-L	167.52
V03429 OPERATING ENGINEERS LOCAL #49	Bill #49ERS/DEC25/HRA	3,519.00
V03429 OPERATING ENGINEERS LOCAL #49	Bill #NON-BARG/DEC25/HEALTH	88,600.00
V03429 OPERATING ENGINEERS LOCAL #49	Bill #49ERS/DEC25/HEALTH	40,690.00

CITY OF GRAND RAPIDS BILL LIST - November 10, 2025

Item 2.

Summary Report

V03467 ROBERT MATTEI	Bill #091725	70.00
V03477 METROPOLITAN LIFE INSURANCE CO	Bill #TS053963310001/NOV25	2,363.96
V03482 MINNESOTA MN IT SERVICES	Bill #DV25090430	467.35
V03520 THOMAS J. PAGEL	Bill #HEALTH/NOV2025	1,772.00
V03575 LASHA KARELS	Bill #103125	65.81
V03827 MICHELLE KORTEKAAS	Bill #103125	1,210.12
V03831 NORTHERN DRUG SCREENING INC	Bill #16341	95.00
V03964 EMILY LINDNER	Bill #102025-L	175.00
V04114 MARCO TECHNOLOGIES, LLC	Bill #565818259-L	165.65
V04114 MARCO TECHNOLOGIES, LLC	Bill #566220380	100.65
V04119 ICTV - Grand Rapids	Bill #MC/3RDQTR25/FEES	9,989.56
V04122 TASC - Grand Rapids	Bill #IN3577828	43.30
V04230 HOLIDAY STATIONSTORES LLC	Bill #027901112500	242.00
V04249 US BANK	Bill #7901400	600.00
V04249 US BANK	Bill #7902126	500.00
V04249 US BANK	Bill #7902125	500.00
V04249 US BANK	Bill #7901598	600.00
V04291 ERIK SCOTT	Bill #103125	65.10
V04302 VISA	Bill #9403/SEP25	1,539.47
V04360 MN NORTH COLLEGE	Bill #1326609	1,000.00
V04366 LAKE COUNTRY POWER	Bill #8705029400/Sep25	52.73
V04382 PUBLIC UTILITIES COMMISSION	Bill #Public Works/Sept25	8,968.51
V04382 PUBLIC UTILITIES COMMISSION	Bill #Golf Course/Sept25-G	2,822.91
V04382 PUBLIC UTILITIES COMMISSION	Bill #EDA/Sept25-E	328.61
V04382 PUBLIC UTILITIES COMMISSION	Bill #DACF/Sept25	690.26
V04382 PUBLIC UTILITIES COMMISSION	Bill #Kent Property/Sept25-E	129.62
V04382 PUBLIC UTILITIES COMMISSION	Bill #Lib/Sept25-L	1,413.31
V04382 PUBLIC UTILITIES COMMISSION	Bill #EV Chg Stn/Sept25	53.40
V04382 PUBLIC UTILITIES COMMISSION	Bill #Yanmar/Sept25	13,558.20
V04382 PUBLIC UTILITIES COMMISSION	Bill #Fire H/Sept25	927.29
V04382 PUBLIC UTILITIES COMMISSION	Bill #City Hall/Sept25	2,321.86
V04382 PUBLIC UTILITIES COMMISSION	Bill #STREET LIGHTS/SEPT25	8,226.51
V04479 Canine Search Solutions LLC	Bill #2025-71	500.00
V04482 Evan L Wimmer	Bill #102125	46.00
V04483 Brooks Bachmann	Bill #101025	257.00
V04483 Brooks Bachmann	Bill #100225	268.00
V04483 Brooks Bachmann	Bill #2025/ALLOWANCE	925.00
V04484 Pokegama Square Apartments	Bill #PM23-00233/REFUND	60.00
CITY OF GRAND RAPIDS PAYROLL	9/5/2025	331,654.20
CITY OF GRAND RAPIDS PAYROLL	9/19/2025	323,434.18
CITY OF GRAND RAPIDS PAYROLL	10/5/2025	326,060.79
CITY OF GRAND RAPIDS PAYROLL	10/17/2025	312,504.75
CITY OF GRAND RAPIDS PAYROLL	10/31/2025	293,326.79

CITY OF GRAND RAPIDS BILL LIST - November 10, 2025
Summary Report

Item 2.

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$ 1,819,216.06

TOTAL ALL DEPARTMENTS: \$ 1,994,331.85



CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 10, 2025

AGENDA ITEM: Consider approving airport land lease with Civil Air Patrol

PREPARED BY: Matt Wegwerth

BACKGROUND:

The Civil Air Patrol (CAP) currently owns a private hangar at the Grand Rapids / Itasca County Airport. Two prior easements covered the building land lease, but these were incorrect/contradictory. The attached land lease covers the building, parking and future expansion areas and updates the lease to the current standards. Prior easements are voided.

REQUESTED COUNCIL ACTION:

Make a motion approving an airport land lease with Civil Air Patrol and authorize the Mayor and City Administrator to sign.

AIRPORT LAND LEASE AGREEMENT

THIS AGREEMENT, made and entered into this ____ day of _____, 2025, by and between the GRAND RAPIDS-ITASCA COUNTY AIRPORT, owned by the City of Grand Rapids, a municipal corporation, and Itasca County, Minnesota, hereinafter referred to as LESSOR, and the CIVIL AIR PATROL, GRAND RAPIDS SQUADRON, MINNESOTA WING referred to as LESSEE:

For good and valuable consideration, the LESSOR hereby leases unto said LESSEE the real estate described on Exhibit A (which includes square footage and rental calculations for this lease), subject to the following terms, conditions, covenants and agreements:

- 1) RENT. Lessee shall pay Lessor rent at the rate of \$0.00 per square foot per year, which equates to a total rent as described on the attached Exhibit A. Said rent shall increase at the rate of one-half cent (or \$.000) per square foot per year for the term of the lease, with the first increase to take effect on January 1st of 2026, and then on January 1st of every year thereafter. Lessee shall also pay \$0.000 per square foot for the additional land, which equates to a total rent as described on Exhibit A.
- 2) TERM. Lessor shall lease the subject property to Lessee for the remainder of a twenty (20) year lease beginning September 1, 2025 and ending on December 31, 2033.
- 3) RENEWAL OPTION. This lease will be automatically renewed and extended in twenty (20) year increments, at the same terms and conditions in effect at that time which are consistent with terms and conditions of similar leases at other airports of similar structure, upon the election of the Lessee. The parties agree that on any renewals there will be no changes that would restrict the Lessee's rights as set forth in Paragraph 4 of the Lease Agreement.
- 4) TERMINATION. The duration of this lease shall be as long as Lessee continues to be active as an organization in the Grand Rapids community and fulfills its obligations under this lease. If Lessee fails to meet its obligations, both parties shall continue to perform their obligations under this Lease Agreement until the leased premises has been vacated. Upon termination, unless the Lessee elects otherwise, Lessor shall pay Lessee for the value of the improvements that remain at that time to be determined either by agreement or by an independent certified appraiser to whom the parties mutually agree. If the parties fail to agree on the appraiser, either or both parties will use a mediator to select an appraiser who shall then determine the value. At Lessee's option, the improvements may be removed and the land restored to its original condition prior to termination of the lease. If this option is exercised and the Lessee fails to remove the property and restore the premises by the termination date, the Lessor may remove the improvements and restore the premises to its original condition and collect any costs incurred with the same. The parties further agree that the indemnification provisions referred to in Paragraph 9 of this Lease Agreement shall survive termination.

- 5) **NON-PAYMENT OF RENT, DEFAULT.** If any one or more of the following occurs: (1) a rent payment or any other payment due from Lessee to Lessor shall be and remain unpaid in whole or in part for more than thirty (30) days after same is due; (2) Lessee shall violate or default on any of the other covenants or agreements herein; or (3) if Lessee shall cease existence, liquidate, dissolve or commence proceedings under a bankruptcy, receivership, insolvency or similar type of action, and which results in default of this lease, then it shall be the option of the Lessor to declare this Lease Agreement forfeited and the said term ended, and to re-enter the Leased Premises, with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom, and Lessor shall not be liable for damages by reason of such re-entry or forfeiture; but notwithstanding re-entry by Lessor or forfeiture or termination of this Lease Agreement, the liability of Lessee for the rent and all other sums provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease Agreement. Lessee shall be responsible for, in addition to the rentals and other sums agreed to be paid hereunder, any and all costs paid by Lessor required to enforce its rights under this Lease Agreement, including but not limited to reasonable attorney fees actually incurred by Lessor in any suit or action instituted by Lessor to enforce the provisions of this Lease Agreement, or the collection of the rentals due Lessor hereunder. Lessee shall also be liable to Lessor for the payment of interest at the highest permissible rate of interest allowed under the usury statutes of the State of Minnesota, or in case no such maximum rate of interest is provided, at the rate of 12% per annum, on all rentals and other sums due Lessor hereunder not paid within thirty (30) days from the date same becomes due and payable. Lessor shall be allowed to lease the hangar on the leased premises to any other party at such terms that allow Lessor to recover any costs and expenses herein.
- 6) **LEASE TRANSFER.** Lease is non-transferable and shall be in effect so long as the said premises are used by the Civil Air Patrol for the purpose of the Civil Air Patrol plan.
- 7) **PERMITTED USE.** Lessee shall have the right to erect or maintain a hangar for privately owned aircraft. If a hangar is not already situated on the premises at the time this lease is created, the Lessee shall complete construction of such hangar according to plans and specifications as approved in writing by Lessor and according to building permits as authorized by the City of Grand Rapids. Upon issuance of a building permit, if said construction is not completed within the first three (3) years of this lease, this lease shall expire and Lessee shall be responsible for all costs incurred by Lessor to restore the premises to its original condition. Lessor reserves the right to demand good and sufficient bond against liens for any construction or remodeling of structures on the leased premises.
- 8) **RESTRICTIVE COVENANTS.** Lessee shall comply with all the following covenants:
- 8.1) The hangar placed on the leased premises shall be kept in a neat and orderly condition and shall be painted or repainted at such time or times and of such color or colors; all as may reasonably be directed by Lessor, Mn/DOT Office of Aeronautics, any agency of the United States Government, or any other agency having jurisdiction over the

airport facility. No additions, modifications or alterations shall be made to the hangar without written consent of Lessor.

8.2) No signs or advertising matter of any kind shall be painted, posted or displayed upon any hangar or the leased premises without written consent of Lessor.

8.3) No excavation shall be made upon the leased premises and no fences or sidewalks shall be constructed thereon without the written consent of Lessor.

8.4) The parties agree that any structure placed on the premises does not become a part of the real property. Removal is subject to Paragraph 4 of this Lease Agreement.

8.5) No buildings or structures placed upon the leased premises shall become a part of the realty, except as hereinafter provided.

8.6) Explosives, gasoline, oil, and other highly flammable material of any kind kept on the leased premises shall be kept in such a manner as the Lessor shall from time to time determine. Storage of such material shall be kept in such manner as to comply with requirements of NFPA and all applicable rules, regulations, ordinances and fire codes. Lessee shall be responsible for the clean-up of all hazardous materials and spills and shall be responsible for the remediation of any hazardous/contaminated soils on the leased premises.

8.7) Lessee agrees that, except in the case of students, only duly-licensed pilots will operate aircraft on any runway or the leased premises and that the operation will be subject to the laws of the United States, the State of Minnesota, the County of Itasca, and the City of Grand Rapids.

8.8) The Lessee shall not engage in any commercial aviation endeavors on the leased premises with the exception of operating a charter air service, unless approved by Lessor. This prohibition includes but is not limited to performing work on airplanes not owned by the Lessee. Furthermore, Lessee agrees that the leased premises shall be used for aviation purposes only. This strictly prohibits commercial and non-commercial use that is not aviation-related.

8.9) Lessee shall pay all utilities, water, lights and any other service used on the leased premises during the term of this lease or any renewal thereof.

- 9) **INDEMNIFICATION.** Lessee hereby agrees to indemnify and hold harmless Lessor and the leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the erection of any buildings or structure on said premises, or by reason of any use of said premises on the airport by the Lessee; and Lessee further agrees to indemnify and hold harmless the Lessor from all liability or claim of liability, and to pay any judgment rendered against Lessor and to reimburse Lessor for any expense incurred by it by reason of any action or suit of law or equity brought against it, in which it is made a party, by reason of the erection of any such building or structure or by reason

of the occupancy or use by Lessee of the leased premises or in any way relating to or connected with the use of the leased premises. For the purpose of this paragraph the term “expense” shall be construed to include all costs incurred by Lessor in the defense or settlement of said actions or suits including attorney fees, filing fees, salaries and expenses of any officials or employees of Lessor while engaged in the defense or settlement of said action or suit.

- 10) **INSURANCE.** Lessee shall carry liability insurance on the leased premises in the same amount as the maximum liability to which the Lessor is exposed pursuant to *Minnesota Statutes Section 466.04* and subsequent amendments thereto.
- 11) **AMENDMENT.** If this lease should fail to comply in any respect with the ordinances, regulations or laws of the United States, the State of Minnesota, the County of Itasca, or the City of Grand Rapids, then this lease shall be amended to comply with the requirements of said ordinances, laws and regulations. If said amendment would result in a material deviation from the general terms and conditions of this lease, then Lessor or Lessee has the right to renegotiate or terminate this lease.
- 12) **REVOCATION AND REPLACEMENT OF PRIOR LEASES AND EASEMENTS.** The Parties recognize that this Lease replaces prior Leases and Easements in full. All Parties agree that this lease supersedes any, and all, prior Leases and Easements and that all prior Leases and Easements are hereby revoked and their prior terms are hereby deemed null and void. The Parties also agree that this Lease is the only binding agreement between the Parties and that it contains the Parties complete agreement.
- 13) **NON-DISCRIMINATION.** Lessee does hereby covenant and agree that with respect to all matter relating to use of the leased premises, no persons on the grounds of race, color, or natural origin shall be excluded from participation and denied the benefits or otherwise be subject to discriminations; and Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to any laws or regulations imposed by the United States Government or the State of Minnesota.

LESSOR:

GRAND RAPIDS-ITASCA COUNTY
AIRPORT:BY THE GRAND RAPIDS CITY COUNCIL
THROUGH DESIGANTION OF THE PARTIES JOINT
POWERS AGREEMENT

BY:

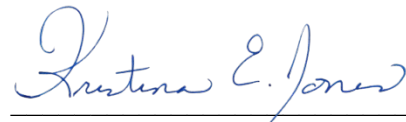
Tasha Connelly
Grand Rapids City Mayor

ATTEST:

Tom Pagel
Grand Rapids City Administrator

LESSEE:
CIVIL AIR PATROL, GRAND RAPIDS SQUADRON,
MINNESOTA WING

BY:



Kristina E. Jones, Civil Air Patrol
Interim Chief Operating Officer

ATTEST:

EXHIBIT A LEASE LEGAL DESCRIPTION



Building Area = 5,661 square feet
 Building Expansion Area = 1,823 square feet
 Additional Land = 9,758 square feet



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 10, 2025

AGENDA ITEM: Consider approving the final pay request for CP 2025-1, 7th Avenue SE Mill & Overlay in the amount of \$25,874.87 and balancing change order 3.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Attached is the final pay request and balancing change order 3. A balancing change order is an accounting device to adjust the contract amount to equal the as built amount. The original contract amount was \$488,967.50 and the final contract amount is \$499,086.34. Approval of these items will close out the project.

REQUESTED COUNCIL ACTION:

Make a motion to approve the final pay request for CP 2025-1, 7th Avenue SE Mill & Overlay in the amount of \$25,874.87 and balancing change order 3.

City of Grand Rapids

Contract Number: 129-119-011 & 031-696-001
Pay Request Number: 4

Project Number	Project Description
129-119-011 & 031-696-001	MSAS 119 & CSAH 96

Contractor: Hawkinson Construction Co. Inc. 501 West County Road 63 Grand Rapids, MN 55744	Vendor Number: N/A Up To Date: 07/30/2025
---	--

Contract Amount	Funds Encumbered
Original Contract	\$412,262.66 Original
Contract Changes	\$76,704.84 Additional
Revised Contract	\$488,967.50 Total
	\$412,262.66

Work Certified To Date	
Base Bid Items	\$496,409.79
Contract Changes	\$2,676.55
Material On Hand	\$0.00
Total	\$499,086.34

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
129-119-011 & 031-696-001	\$969.00	\$499,086.34	\$0.00	\$473,211.47	\$25,874.87	\$499,086.34

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$969.00	\$499,086.34	\$0.00	\$473,211.47	\$25,874.87	\$499,086.34
		Percent Retained: 0%	Percent Complete: 102.07%		

This is to certify that the items of work shown in this certificate of Pay Estimate have been actually furnished for the work comprising the above-mentioned projects in accordance with the plans and specifications heretofore approved.

Approved By 
City Engineer

Date 11-6-2025

Approved By Hawkinson Construction Co. Inc.
Contractor 
Date 11-6-2025

City of Grand Rapids

Contract Payment Summary

Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2025-06-12	\$155,571.95		\$147,793.35
2	2025-06-30	\$234,152.77	\$7,778.60	\$222,445.13
3	2025-07-17	\$108,392.62	\$11,707.64	\$102,972.99
4	2025-07-30	\$969.00	\$5,419.63	\$25,874.87
			(\$24,905.87)	

Contract Funding Category Summary

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
SAP 031-696-001	2	\$241,728.72	\$0.00	\$229,642.29	\$12,086.43	\$241,728.72
SAP 129-119-011	1	\$257,357.62	\$0.00	\$243,569.18	\$13,788.44	\$257,357.62

Contract Funding Source Summary

Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	MSAS	\$13,788.44		\$268,801.18	\$257,357.62
2	CSAH	\$12,086.43		\$220,166.32	\$241,728.72

Project Payment Summary

Project	Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
129-119-011 & 031-696-001	1	2025-06-12	\$155,571.95		\$147,793.35
129-119-011 & 031-696-001	2	2025-06-30	\$234,152.77	\$7,778.60	\$222,445.13
129-119-011 & 031-696-001	3	2025-07-17	\$108,392.62	\$11,707.64	\$102,972.99
129-119-011 & 031-696-001	4	2025-07-30	\$969.00	\$5,419.63	\$25,874.87
				(\$24,905.87)	

Project Funding Category Summary

Project	Funding Category Name	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
129-119-011 & 031-696-001	SAP 031-696-001	\$241,728.72	\$0.00	\$229,642.29	\$12,086.43	\$241,728.72
129-119-011 & 031-696-001	SAP 129-119-011	\$257,357.62	\$0.00	\$243,569.18	\$13,788.44	\$257,357.62

Project Funding Source Summary

Project	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
129-119-011 & 031-696-001	1	\$13,788.44		\$268,801.18	\$257,357.62
129-119-011 & 031-696-001	2	\$12,086.43		\$220,166.32	\$241,728.72

City of Grand Rapids

Contract Item Status

Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
129-119-011 & 031-696-001	1	2021.501	MOBILIZATION	LUMP SUM	\$16,000.00	0.9	0	\$0.00	0.9	\$14,400.00
129-119-011 & 031-696-001	1	2021.501	MOBILIZATION	LUMP SUM	\$8,000.00	1	0	\$0.00	1	\$8,000.00
129-119-011 & 031-696-001	1	2021.501	MOBILIZATION	LUMP SUM	\$7,500.00	0.1	0	\$0.00	0.1	\$750.00
129-119-011 & 031-696-001	2	2011.601	CONSTRUCTION SURVEYING	LUMP SUM	\$4,200.00	0.9	0	\$0.00	0.9	\$3,780.00
129-119-011 & 031-696-001	2	2011.601	CONSTRUCTION SURVEYING	LUMP SUM	\$4,200.00	0.1	0	\$0.00	0.1	\$420.00
129-119-011 & 031-696-001	2	2118.509	AGGREGATE SURFACING CLASS 1	TON	\$30.00	87	0	\$0.00	244.35	\$7,330.50
129-119-011 & 031-696-001	3	2104.502	REMOVE CASTING	EACH	\$341.25	2	0	\$0.00	3	\$1,023.75
129-119-011 & 031-696-001	3	2231.509	BITUMINOUS PATCHING MIXTURE	TON	\$71.00	521	0	\$0.00	552.82	\$39,250.22
129-119-011 & 031-696-001	4	2104.502	SALVAGE CASTING	EACH	\$341.25	8	0	\$0.00	7	\$2,368.75
129-119-011 & 031-696-001	4	2232.504	MILL BITUMINOUS SURFACE (2.0")	SQ YD	\$2.25	18210	0	\$0.00	18210	\$40,972.50
129-119-011 & 031-696-001	5	2104.503	SAWMING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.30	500	0	\$0.00	0	\$0.00
129-119-011 & 031-696-001	5	2104.503	SAWMING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.30	400	0	\$0.00	424	\$975.20
129-119-011 & 031-696-001	5	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2.B)	TON	\$71.00	1563	0	\$0.00	1645.05	\$116,798.55
129-119-011 & 031-696-001	6	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$5.00	220	0	\$0.00	0	\$0.00
129-119-011 & 031-696-001	6	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$5.00	58	0	\$0.00	62	\$310.00
129-119-011 & 031-696-001	6	2540.602	RELOCATE MAIL BOX SUPPORT	EACH	\$131.25	22	0	\$0.00	23	\$3,018.75
129-119-011 & 031-696-001	7	2231.604	BITUMINOUS PATCH SPECIAL 1	SQ YD	\$18.00	58	0	\$0.00	68	\$1,224.00
129-119-011 & 031-696-001	7	2563.601	TRAFFIC CONTROL	LUMP SUM	\$1,312.50	1	0	\$0.00	1	\$1,312.50
129-119-011 & 031-696-001	8	2231.604	BITUMINOUS PATCH SPECIAL 2	SQ YD	\$25.00	100	0	\$0.00	0	\$0.00
129-119-011 & 031-696-001	8	2574.507	COMMON TOPSOIL BORROW	CU YD	\$100.00	16	0	\$0.00	96.45	\$9,645.00
129-119-011 & 031-696-001	9	2232.504	MILL BITUMINOUS SURFACE (2") (P) (P)	SQ YD	\$2.50	13169	0	\$0.00	13239	\$33,097.50
129-119-011 & 031-696-001	9	2575.605	TURF ESTABLISHMENT	ACRE	\$1,000.00	0.19	0	\$0.00	0.48	\$480.00
129-119-011 & 031-696-001	10	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3.B)	TON	\$71.00	1604	0	\$0.00	1520.5	\$107,955.50
129-119-011 & 031-696-001	10	2580.503	INTERIM PAVEMENT MARKING	LIN FT	\$0.20	656	0	\$0.00	0	\$0.00
129-119-011 & 031-696-001	11	2504.602	ADJUST VALVE BOX	EACH	\$65.00	10	0	\$0.00	10	\$650.00
129-119-011 & 031-696-001	11	2582.503	4" SOLID LINE MULTI-COMPONENT	LIN FT	\$0.50	12438	0	\$0.00	13165	\$6,582.50

City of Grand Rapids

Contract Item Status									
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Amount To Date
129-119-011 & 031-696-001	12	2506.502	CASTING ASSEMBLY	EACH	\$1,050.00	2	0	\$0.00	\$3,150.00
129-119-011 & 031-696-001	12	2582.503	4" DOUBLE SOLID LINE MULTI-COMPONENT	LIN FT	\$1.01	6507	0	\$0.00	\$6,630.65
129-119-011 & 031-696-001	13	2506.502	INSTALL CASTING	EACH	\$404.25	8	0	\$0.00	\$2,829.75
129-119-011 & 031-696-001	14	2506.502	SEAL MANHOLE	EACH	\$357.00	10	0	\$0.00	\$3,570.00
129-119-011 & 031-696-001	15	2506.602	CASTING ASSEMBLY SPECIAL	EACH	\$72.25	1	0	\$0.00	\$0.00
129-119-011 & 031-696-001	16	2506.602	GROUT CATCH BASIN OR MANHOLE	EACH	\$200.00	9	0	\$0.00	\$0.00
129-119-011 & 031-696-001	17	2563.601	TRAFFIC CONTROL	LUMP SUM	\$13,650.00	0.9	0	\$0.00	\$12,285.00
129-119-011 & 031-696-001	17	2563.601	TRAFFIC CONTROL	LUMP SUM	\$13,650.00	0.1	0	\$0.00	\$1,365.00
129-119-011 & 031-696-001	18	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$140.00	24	0	\$0.00	\$3,360.00
129-119-011 & 031-696-001	19	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$2.31	2181	0	\$0.00	\$5,038.11
129-119-011 & 031-696-001	20	2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$1.16	28624	0	\$0.00	\$33,203.84
129-119-011 & 031-696-001	21	2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	LIN FT	\$0.23	14508	0	\$0.00	\$3,336.84
129-119-011 & 031-696-001	22	2582.518	PAVT MSSG MULTI COMP GR IN (WR)	SQ FT	\$17.85	1195.75	0	\$0.00	\$21,375.38
Base Bid Totals:								\$0.00	\$496,409.79
Project Category Totals									
Project	Category		Amount This Request		Amount To Date				
129-119-011 & 031-696-001	MSAS 119		\$0.00				\$256,388.62		
129-119-011 & 031-696-001	CSAH 96		\$0.00				\$240,021.17		

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This request	Quantity To date	Amount To Date
129-119-011 & 031-696-001	BK1	24	2360.5-4 Compaction - Maximum Density Incentive (Lump Sum)	\$1,707.55	1	\$1,707.55		0	\$0.00	1	\$1,707.55
129-119-011 & 031-696-001	CO1	4	2104.502 SALVAGE CASTING (EACH)	\$341.25	1	\$341.25	ADJ				
129-119-011 & 031-696-001	CO1	5	2104.503 SAWING BITUMINOUS PAVEMENT (FULL DEPTH) (LIN FT)	\$2.30	24	\$55.20	ADJ				
129-119-011 & 031-696-001	CO1	6	2104.504 REMOVE BITUMINOUS PAVEMENT (SQ YD)	\$5.00	4	\$20.00	ADJ				
129-119-011 & 031-696-001	CO1	7	2231.604 BITUMINOUS PATCH SPECIAL 1 (SQ YD)	\$18.00	4	\$72.00	ADJ				
129-119-011 & 031-696-001	CO1	9	2232.504 MILL BITUMINOUS SURFACE (2") (P) (P) (SQ YD)	\$2.50	2330	\$5,825.00	ADJ				
129-119-011 & 031-696-001	CO1	10	2360.509 TYPE SP 9.5 WEARING COURSE MIX (3,B) (TON)	\$71.00	295	\$20,945.00	ADJ				
129-119-011 & 031-696-001	CO1	13	2506.502 INSTALL CASTING (EACH)	\$404.25	1	\$404.25	ADJ				
129-119-011 & 031-696-001	CO1	14	2506.502 SEAL MANHOLE (EACH)	\$357.00	1	\$357.00	ADJ				
129-119-011 & 031-696-001	CO1	19	2582.503 4" DBLE SOLID LINE MULTI COMP GR IN (WR) (LIN FT)	\$2.31	825	\$1,905.75	ADJ				
129-119-011 & 031-696-001	CO1	21	2582.503 4" BROKEN LINE MULTI COMP GR IN (WR) (LIN FT)	\$0.23	1650	\$379.50	ADJ				
129-119-011 & 031-696-001	CO2	19	2582.503 4" DBLE SOLID LINE MULTI COMP GR IN (WR) (LIN FT)	\$2.31	1320	\$3,049.20	ADJ				
129-119-011 & 031-696-001	CO2	20	2582.503 4" SOLID LINE MULTI COMP GR IN (WR) (LIN FT)	\$1.16	20265	\$23,507.40	ADJ				
129-119-011 & 031-696-001	CO2	21	2582.503 4" BROKEN LINE MULTI COMP GR IN (WR) (LIN FT)	\$0.23	8690	\$1,998.70	ADJ				
129-119-011 & 031-696-001	CO2	22	2582.518 PAVT MSSG MULTI COMP GR IN (WR) (SQ FT)	\$17.85	849.75	\$15,168.04	ADJ				
129-119-011 & 031-696-001	CO2	23	2582.503 12" SOLID LINE MULTI COMP GR IN (WR) (L F)	\$17.00	57	\$969.00	ITM	57	\$969.00	57	\$969.00
Contract Change Totals:									\$969.00	\$2,676.55	

Contract Change Totals			
Number	Description	Effective Date	Amount
1		07/07/2025	\$1,707.55
1		04/29/2025	\$30,304.95
2		06/25/2025	\$44,692.34

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total				\$499,086.34
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STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2023

Item 4.

SP/SAP(s)	SAP 129-119-011	MN Project No.:	SAP 031-696-001	Change Order No.	3
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Project Location	MSAS 119 – From 17 th Stret SE to 11 th Street SE CSAH 96 – From N200 of W660 FT of Lot 1-T54N-25W to W457' of the S1/2 COR of T54N-25W		
Local Agency	City of Grand Rapids	Local Project No.	CP 2025-1
Contractor	Hawkinson Construction Co. Inc.	Contract No.	129-119-011 & 031-696-001
Address/City/State/Zip	501 West County Road 63 / Grand Rapids / MN / 55744		
Total Change Order Amount		\$0.00	

This is a Balancing Change. A Balancing Change Order is an accounting devise used to adjust the Contract Amount to equal the As-Built Amount.

Contract Amount: Original = \$488,967.50

Revised = \$499,086.34

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)

Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$
Net Change this Change Order						\$0.00

All items are funded 100% from Group 1

1 - SAP 129-119-011 (100% MSAS)

Project Engineer:

Date: 11/6/2025

Print Name: Matt Wegwerth

Phone:

Contractor:

Date: 11-6-2025

Print Name:

Levi Christensen

Phone: 218-259-6960



REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 10, 2025

AGENDA ITEM: Consider a MOU with Library Union

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

With the 2026 budgeting process library hours needed to be reduced. The attached MOU addresses these reduced hours and medical benefits for full-time employees.

REQUESTED COUNCIL ACTION:

Make a motion to approve the attached MOU between the City and Library Union.

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between the City of Grand Rapids (hereafter “City”) and American Federation of State, County and Municipal Employees, Local No. 3456A, Library (hereafter “Union”).

WHEREAS, the City and the Union are parties to a collective bargaining agreement in effect January 1, 2026 until December 31, 2028; and

WHEREAS, effective January 1, 2026, full-time employees Michelle Johnson, Tracy Kampa, and Dion Holcomb-Card will have their work hours reduced from 40 hours per week to part-time status at 25 hours per week; and

WHEREAS, part-time employees who work less than 29 hours per week do not receive health insurance benefits at the City; and

WHEREAS, the City recognizes the hardship created by the reduction in work hours for these three long-term employees.

NOW THEREFORE, the parties agree as follows:

1. The City will continue to provide the regular full-time employee health insurance benefits and contributions as outlined in the collective bargaining agreement to Michelle Johnson, Tracy Kampa, and Dion Holcomb-Card after their work hours are reduced to 25 hours per week until they are no longer employed by the City.
2. This Memorandum of Agreement is based on the unique circumstances of the present matter and shall not constitute a precedent in future matters, grievances or negotiations.
3. This Memorandum of Agreement represents the full and complete agreement between the parties regarding this matter.

FOR THE CITY OF GRAND RAPIDS

Tasha Connelly Date
Mayor

Kimberly Gibeau Date
City Clerk

AFSCME Union Local No. 3456A – Library

Alexandra Rosa 10/26/2025
Alexandra Rosa (Oct 26, 2025 19:55:50 CDT)

Alexandra Rosa Date
AFSCME Council 64

Dion Holcomb-Card 10/27/2025
Dion Holcomb-Card (Oct 27, 2025 09:14:25 CDT)

Dion Holcomb-Card Date
President

MOU - Health Insurance Related to Hour Reduction

Final Audit Report

2025-10-27

Created:	2025-10-23
By:	Kim Gibeau (kgibeau@grandrapidsmn.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAE34V8evm84v6MLBLAa01ILp63mbNwx2N

"MOU - Health Insurance Related to Hour Reduction" History

-  Document created by Kim Gibeau (kgibeau@grandrapidsmn.gov)
2025-10-23 - 3:20:17 PM GMT
-  Document emailed to arosa@afscme65.org for signature
2025-10-23 - 3:20:21 PM GMT
-  Email viewed by arosa@afscme65.org
2025-10-27 - 0:54:40 AM GMT
-  Signer arosa@afscme65.org entered name at signing as Alexandra Rosa
2025-10-27 - 0:55:48 AM GMT
-  Document e-signed by Alexandra Rosa (aros@afscme65.org)
Signature Date: 2025-10-27 - 0:55:50 AM GMT - Time Source: server
-  Document emailed to dcard@grandrapidsmn.gov for signature
2025-10-27 - 0:55:51 AM GMT
-  Email viewed by dcard@grandrapidsmn.gov
2025-10-27 - 2:13:36 PM GMT
-  Signer dcard@grandrapidsmn.gov entered name at signing as Dion Holcomb-Card
2025-10-27 - 2:14:23 PM GMT
-  Document e-signed by Dion Holcomb-Card (dcard@grandrapidsmn.gov)
Signature Date: 2025-10-27 - 2:14:25 PM GMT - Time Source: server
-  Agreement completed.
2025-10-27 - 2:14:25 PM GMT



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: September 23, 2024

AGENDA ITEM: Consider entering into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 4, 2026.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

We are planning to hold the annual fireworks show at Pokegama Golf Course on Saturday, July 4, 2026. We used J&M Displays for years, then tried a different provider last year. We received several comments that people preferred the shows put on by J&M Displays. The Agreement for \$21,000 is attached for your review. We will again request funding from Harris Township, the City of Cohasset, and the Greater Pokegama Lake Association to help cover the cost.

REQUESTED COUNCIL ACTION:

Make a motion to enter into a Fireworks Display Agreement with J&M Displays for a Fireworks Show to take place on July 4, 2026.



FIREWORKS DISPLAY AGREEMENT

Item 6.

THIS AGREEMENT is made and entered into this 22nd day of September, 2025, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and City of Grand Rapids, MN, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$21,000.00 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of July 4, each year 2026, 2027, 2028, 2026 at approximately 10:00 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- ☐ The sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 ½ %) per month shall be added to the unpaid balance if the account is not paid in full within the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- ☐ \$21,000.00 in full by April 25, 2026 (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- ☐ \$21,000.00 in full by June 4, 2026 (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a discount system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional ☒ 5% ☐ 10% ☐ 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of TBD or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy.
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above: Displays postponed to an alternate date will be charged and additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks by the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

- b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.
- c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

- VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.
- VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: _____

BY: _____

ROLE: _____

ROLE: _____

J&M Displays, Inc.

ENTITY: _____

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 10, 2026

AGENDA ITEM: Consider approving a Supplemental Letter Agreement with SEH to provide services for our MN DNR Regional Grant application.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

We plan on using SEH's services to complete the Project Site Evaluation portion of the grant application. This includes information necessary to determine the impacts of the proposed project, if any, on the environmental and cultural resources of the proposed project area. They will also be producing maps and site plans. Per the Agreement, there fee will be a \$9,000 lump sum and an estimated \$1,000 billed hourly. This will be covered by grant funding that we receive from the Blandin Foundation or IRRR.

REQUESTED COUNCIL ACTION:

Make a motion to approve a Supplemental Letter Agreement with SEH to provide services for our MN DNR Regional Grant application.

Supplemental Letter Agreement – Blandin Beach Recreation Grant

November 10, 2025

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

RE: Blandin Beach Recreation Grant

Dear Mayor Connelly,

The Director of Parks and Recreation has requested that we prepare this Supplemental Letter Agreement (SLA) to assist with the Minnesota Department of Natural Resources (DNR) Outdoor Recreation Grant Program for the 2026 funding cycle, which will open in December of 2025.

Task 1: Preparation of Item 5 -Project Site Evaluation of the DNR Outdoor Recreation Grant Program as displayed in the 2025 Grant Application. This includes information necessary to determine the impacts of the proposed project, if any, on the environmental and cultural resources of the proposed project area.

Task 2: Miscellaneous Services for additional work outside of Item 5 that may be requested for the grant application, such as site exhibits or cost estimates. This work would need to be requested by the Client.

Fee Schedule

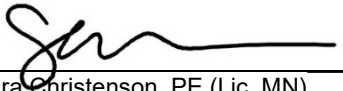
Task 1: Project Site Evaluation - \$9000 Lump Sum including expenses and equipment.

Task 2: Miscellaneous Services - \$1000, estimated and would be billed hourly for actual work completed.

In accordance with the Master Engineering Services Contract between the Client and Consultant, effective January 4, 2021, this Supplemental Letter Agreement dated November 10, 2025 authorizes and describes the scope and schedule for the Consultant's work on the project described.

We look forward to working with you on this project. If this SLA is acceptable, please sign in the space provided and return a copy to us. Please contact us if you have any questions regarding this SLA.

Sincerely,
Short Elliott Hendrickson Inc.



Sara Christenson, PE (Lic. MN)
Client Service Manager

City of Grand Rapids Authorization:

Kimberly Johnson-Gibeau
City Clerk

Tasha Connelly
Mayor of Grand Rapids

C: SEH contract file
X:\FJ\G\GRANR\Common\SLA and Proposals\Blandin Beach\SLA Blandin Beach Rec Grant.docx



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 10, 2025

AGENDA ITEM: Consider approving Airport Emergency Plan

PREPARED BY: Matt Wegwerth

BACKGROUND:

City staff have recently updated the GPZ Airport Emergency Plan (AEP). This plan covers various situations at the airport and the framework for a response. Once approved, this will be distributed to emergency personnel.

REQUESTED COUNCIL ACTION:

Make a motion approving the Airport Emergency Plan (AEP) for the Grand Rapids / Itasca County Airport (GPZ)

Airport Emergency Plan (AEP)

Purpose

The Grand Rapids – Itasca County Airport’s Emergency Plan is designed to minimize suffering, loss of life and property, and return the airport to a normal state in a prudent and expeditious manner.

Because it is not possible to cover all situations that could occur at the airport, this plan will be used as a guide for proper actions. Safety is the number one concern in the operation of the Grand Rapids – Itasca County Airport.

No scheduled or unscheduled air carrier aircraft serve the Grand Rapids – Itasca County Airport.

Emergency Telephone Numbers

****Emergency Services, Itasca County Sheriff’s Dispatch Center (Police/Sheriff, Fire, and Paramedic/Rescue) – 911**

Non-emergency: 218-326-3477

Airport Manager: 218-326-7625 (office), 218-244-1987 (mobile)
Airport Maintenance Manager: 218-259-5132 (mobile)
City of Grand Rapids, Mayor or City Administrator: 218-326-7600
Itasca County Emergency Management: 218-244-6952
FAA Regional Operations Center: 847-294-8400
FBI Duluth, 218-722-3341/3346
FBO, Airways Aviation Center: 218-326-1226
Flight Service Station (AFSS – Princeton): 800-642-6505
Grand Itasca Clinic and Hospital: 218-326-3401, (ER, 218- 326-7500)
Minnesota Emergency Management Duty Office: 800-422-0798 (24 hrs.)
MN National Guard: 218-327-4498 (Grand Rapids Armory)
MN State Patrol: 218-748-2426
National Transportation Safety Board (NSTB): 630-377-8177
Transportation Security Administration (TSA): 202-493-5100 (24 Hrs.)



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Key Emergency Personnel

The key personnel in the management and operation of the airport in emergency conditions shall be as follows in descending order of authority:

Airport Manager, Matt Wegwerth

218-326-7625 (office), 218-244-1987 (mobile)

Grand Rapids Police Chief, Andy Morgan

218-326-7464 (office), 218-360-0128 (mobile)

Itasca County Sheriff, Joe Dasovich

218-326-3477 (office), 218-966-7049 (mobile)

Grand Rapids Fire Chief, Travis Cole

218-326-7639 (office), 218-360-9702 (mobile)

Emergency Management Director Itasca County, John Linder

218-327-7483 (office), 218-244-6952 (mobile)

Airport Maintenance, Everett Baumgarner

218-259-5132 (mobile)

Public Works Superintendent, Kevin Koetz

218-398-5201 (mobile)

Whenever any person designated above is unable to perform his/her function in response to the emergency operation of the airport, the person next below him/her on the above list shall immediately assume the additional duties and responsibilities.

Aircraft Incidents and Accidents

Definitions

Alert I – Standby Emergency. An aircraft that is known or suspected to have an operations defect. Emergency response agencies may be notified as needed and placed on stand-by.

Alert II – Full Emergency. An aircraft that is known or is suspected to have an operational defect that affects the normal flight operations to the extent there is a danger of an accident. All units respond to pre-designated positions.

Alert III – Aircraft Crash. An aircraft accident/incident has occurred on or in the vicinity of the airport. All designated emergency response units proceed to the scene.

Procedures

Alert I

- 1) The aircraft owner/operator shall notify Emergency personnel upon receipt of information regarding an inbound aircraft experiencing minor problems that may impact safety of flight.
- 2) Airport personnel monitor CTAF at 122.8 MHz and stand ready respond or make notifications as the situation dictates.
- 3) No airfield response is necessary for an Alert I situation.

Alert II

Aircraft Owner/Operator:

- 1) Contact the Itasca County Sheriff Dispatch/Communications Center, 911, and provide all necessary information regarding the incident. Once the sheriff's department is called, contact the Airport Manager at (218) 244-1987 or Airport Maintenance at (218) 259-5132.
- 2) Be ready to assist airport and/or emergency personnel if upon landing, the aircraft is disabled and unable to taxi under its own power. The aircraft owner is responsible for providing a tug or any other equipment or personnel needed to remove the aircraft as soon as possible. All equipment is to be escorted by

AIRPORT

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airport personnel. The aircraft owner will ensure that all the aircraft occupants are properly cared for and will provide, and/or coordinate for, whatever facilities, equipment, or personnel that is required to accomplish this.

Grand Rapids Fire Department:

- 1) Upon receipt of alarm, Fire personnel shall respond to, and hold short of, the approach end of the landing runway. Landing runway information may be obtained from Airport Maintenance (218) 259-5132, the FBO (218) 326-1226 or via VHF radio tuned to the CTAF 122.8 MHz. Radio access shall be provided by airport staff.
- 2) Upon landing, Fire personnel may follow the emergency aircraft down the landing runway to the aircraft's parking location and standby until released by the flight crew or until it is determined the emergency may be terminated.
- 3) No equipment may enter a runway or taxiway without making the appropriate radio calls or as escorted by Airport staff.

Airport Manager or Designee:

- 1) Advise Itasca County Sheriff Dispatch/Communications Center, 911, of inbound emergency aircraft if not already done so. Provide the following information if available:
 - a) Nature of Emergency.
 - b) Estimated Time of Arrival (ETA).
 - c) Soles on Board.
 - d) Fuel Weight Remaining.
- 2) Establish a control point as necessary. Control point will be where all non-airport emergency personnel will respond and wait for an escort as needed. Under usual circumstances this will be between the FBO building and the Terminal (EOC). The gates shall remain closed and Airport Staff will assign personnel to manage access.
- 3) Respond to if necessary
- 4) Monitor CTAF 122.8 MHz. Provide radio access to emergency personnel as needed.

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- 5) Stand-by in best available position as to assist firefighting, non-airport emergency personnel and equipment, and/or aircraft owner/operator as needed.
- 6) Coordinate transportation for aircraft occupants, as necessary, with aircraft owner.

Alert III

Aircraft Owner/Operator:

- 1) Contact Itasca County Sheriff Dispatch/Communications Center, 911, and be ready to provide the following information:
 - a) Location of Crash.
 - b) Fuel weight remaining – if known.
 - c) Soles on board (including crew).
 - d) Any hazardous cargo information.
- 2) Assign a representative to liaison between rescue personnel and aircraft owner. Do not respond with personnel to the immediate crash site unless specifically requested to do so by the Incident Commander.
- 3) Arrange and provide for the transportation of uninjured aircraft passengers/occupants.
- 4) Provide accountability and general welfare for survivors.
- 5) Provide equipment and manpower to remove cargo after appropriate release.
- 6) Provide security of aircraft after scene is secure and until aircraft is released by the appropriate federal agency, NTSB, FAA, TSA, FBI, etc., and removed.
- 7) Be responsible for the recovery and provide for the removal of the aircraft and all debris in coordination with airport personnel.
- 8) Prepare press release.
- 9) If needed, coordinate with airport and/or FBO personnel for the establishment of a family room.

Grand Rapids Fire Department:

- 1) Proceed to crash site.
- 2) Extinguish/contain any post-crash fire, immediately working to protect persons and property from further harm.
- 3) Advise the Itasca County Sheriff Dispatch Center of the situation, and request/advise:
 - a. Agencies, manpower, and equipment required for support.
 - b. If mutual aid is needed the on scene emergency personnel will make the request through the Itasca County Sheriff Dispatch Center and advise of the staging area and/or location to best access crash site.
 - c. Any other pertinent information and updates on the changing conditions.
- 4) Establish on scene command post. Command authority will be in accordance with the Itasca County Unified Incident Command Structure.
- 5) Provide a two-way radio to Airport Manager.

Airport Manager or Designee:

- 1) Ensure Itasca County Sheriff Dispatch Center, 911, is notified of emergency. The Airport Manager or designee will also provide the following information:
 - a) Nature of Emergency.
 - b) Location. To include staging areas and site ingress/egress routes.
 - c) Soles on Board.
 - d) Fuel Weight Remaining.
 - e) Hazardous cargo information.
- 2) Establish Control Point(s) as necessary. Control point will be where all non-airport emergency personnel will respond and wait for an escort as needed. Under usual circumstances this will be between the FBO building and the Terminal (EOC).
- 3) Ensure Mutual Aid Procedures have been initiated.
- 4) Ensure medical and ambulance services have been alerted and their arrivals verified at the designated rendezvous point or staging area.
- 5) Escort or coordinate escorts of emergency personnel to and from the crash site.

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- 6) Communicate with the AFSS-Princeton regarding the incident and the closure of Airport areas. Issue the required NOTAMs advising of any airfield closures.
 - 7) Notify the NTSB of incident.
 - 8) Continually monitor and evaluate situation and open Airport movement areas as warranted.
 - 9) Ensure arrangements have been made, or make arrangements, for the immediate survey of the affected runway, by appropriate personnel, to identify the location of crash debris and that the debris be secured pending release by investigating agencies.
 - 10) Coordinate the establishment of a triage area and temporary morgue with medical personnel as needed.
 - 11) Coordinate transportation for aircraft occupants, as necessary, with aircraft owner/operator.
 - 12) The Airport Manager or Designee will respond to crash site and assist fire personnel with the establishment of the Command Post. The Command Post will be adequately staffed by senior personnel able to make decisions involving:
 - a) Airport Operations.
 - b) Police/Law Enforcement.
 - c) Fire.
 - d) Medical Operations and transportation of victims, and aircraft owner/operator involved.
 - 13) Once released by the investigating agencies, the Airport Manager or Designee will coordinate with the aircraft's owner/operator for the removal of wreckage and debris. The aircraft's owner/operator shall be responsible for the prompt disposal of the wrecked, disabled, or otherwise abandoned aircraft on the Airport. Failure on the part of the operator to comply with this ruling will constitute authority of the Airport Manager to have the aircraft removed at the owner/operator's expense and without liability for damages that may result in the course of such removal. Local removal service is available upon request through the Airport Manager. The following must be considered in the removal of any debris or wreckage:
 - a) If aircraft parts must be removed prior to the completion of the full investigation, a record will be made of the accident locations of all parts, and care exercised to preserve any evidence that might help determine the cause of the crash.

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- b) At no time will any wreckage or debris be removed without clearance from the NTSB and/or the FAA. If aircraft parts or controls must be removed because they present a hazard to human life or substantial property, efforts shall be made to record their original location, condition, and position. Care should be taken to preserve all physical evidence.

14) As soon as practical following the incident, the owner/operator shall be advised that the aircraft must be removed. The speed required for removal shall depend upon the disabled aircraft's position relative to flight operations.

Grand Rapids Police:

- 1) Upon responding to an aircraft accident, notify the Itasca County Sheriff Dispatch Center of:
 - a) Access for responding emergency personnel and needed police agencies (Itasca County Sheriff, MN State Patrol, etc.).
 - b) Recommendations for setting up roadblocks to facilitate ingress and egress for emergency vehicles.

2) Establish Perimeter/Perimeter Control:

In any serious emergency around the airport, crowd control can rapidly become a problem. The Grand Rapids Police Department is charged with the responsibility of securing the perimeter around any emergency area within airport property. Should reinforcements be required, the Grand Rapids Police Department has agreements with the Itasca County Sheriff's Office, Coleraine Police Department, Bovey Police Department, and the Minnesota State Patrol. These requests for assistance will be routed through the Itasca County Sheriff Dispatch Center. The Grand Rapids Police Chief, or designee, will coordinate deployment of other police agencies.

- 3) Initiate and expand site security as resources permit.
- 4) Assign Police Chief or representative to Command Post.
- 5) Remain in command of site security until relieved by federal law enforcement and/or released by the investigating authorities.
- 6) Coordinate for the welfare and custody of juvenile accident victims or relatives.

Medical Services

- 1) First arriving medical personnel will check in with the Command Post, senior firefighter, or Airport Manager as the situation dictates and then begin to establish treatment and transportation areas.
- 2) Some scene considerations are as follows:
 - a) Establish a medical communication network and assign a representative to the Command Post.
 - b) Provide for triage, treatment, and facilitate evacuation of casualties.
 - c) Maintain a list of all casualties, including names, medical tag numbers and destination.
 - d) Coordinate with aircraft owner/operator concerned for the transportation of the uninjured to the designated holding area.

News Media:

The Airport recognizes and fully endorses freedom of information for the public in all appropriate matters. The media, as a representative of the public, have the right to obtain information to disseminate to the public as long as it is done in an orderly manner that does not interfere with the life saving, property saving, emergency or related activities. These emergency activities must, and shall, take priority over media access. It is the intent of the Airport to allow escorted access to those areas (e.g., AOA) that the media has requested access too. Furthermore, the Airport will attempt to provide a safe, convenient location for the media to conduct their operations. This site, and the route to and from it, will in no way hamper, infringe or interfere with any active or planned emergency activity.

- 1) All bonafide news representatives must have appropriate identification displayed on their outer most garment to remain visible at all times. This media identification does not, nor will it ever, allow unescorted access by the media to any airport site or location.
- 2) Vehicle access by the media will be under escort at all times.
- 3) Intentional or unintentional violation of these privileges will result in the immediate removal from the airport, revocation of any airport credentials, denial of ever obtaining Airport credentials, and a letter of explanation to the individual's management. Additional civil and criminal legal action may also be taken.



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Structural and Fuel Fires

The responsibility for extinguishing all structural fires, fuel storage facility fires, fuel cabinet fires, fuel truck fires, vehicle fires or wood and grass fires on airport property falls on the Grand Rapids Fire Department. Airport Maintenance has only limited capabilities such as manpower, resources, and lack of specialized equipment and training to combat such fires. The Grand Rapids Fire Department has the primary responsibility to extinguish all non-aircraft related fires.

Any person discovering a fire should notify the Grand Rapids Fire Department (911) immediately. If the person making the report is in immediate danger, the area should be evacuated without delay, and then notify the Airport Manager or Designee.

Grand Rapids Fire Department:

- 1) Will respond to the incident site and begin fire suppression operations immediately.
- 2) The senior fire official will assess the situation and request mutual aid as needed.
- 3) Notify the Airport Manager or designee.

Grand Rapids Police Department:

- 1) Go to the incident site to secure the scene and assist the Fire Department and/or Airport Manager or Designee in evacuating the building.
- 2) Aid in the establishment of a perimeter.
- 3) Provide escort for mutual aid agencies to the scene as needed.

Airport Manager or Designee:

- 1) Assist the Fire and Police Departments as required.
- 2) Turn off any electrical power sources which may be helping the fire or hindering extinguishing efforts.
- 3) Coordinate operations with the affected tenant(s).
- 4) Coordinate with air traffic/operations and issue NOTAMs as required.

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Natural Disasters

Storms/blizzards, high winds, and flooding are the most likely natural disasters to occur on the Airport. As each case and location is unpredictable, the Airport staff – Manager and Maintenance Coordinator – will be tasked to provide safety, minimize damage and loss of Airport operations. This may include contracting services, requesting mutual aid and resources from the City of Grand Rapids and Itasca County. If advance notice of an impending natural disaster is received, Airport personnel will notify all affected organizations and individuals.

Airport Manager or Designee:

- 1) Disseminate all pertinent information regarding the Airport to off-airport agencies as needed.
- 2) Close all damaged areas.
- 3) Issue NOTAMs, as required.
- 4) Confirm with AFSS-Princeton operational status of all NAVAIDS.
- 5) Check for damage with the following priorities:
 - a) Runways and Taxiways.
 - b) Ramp areas.
 - c) Terminal Building.
 - d) Other buildings (FBO, Hangars, etc)
- 6) If damage is noted, request expert inspection as soon as possible for terminal building and other Airport facilities as needed.
- 7) Stand-by to coordinate with civil defense agencies.

Airport Tenants:

- 1) Evacuate any unsafe facility.
- 2) Report and damage and suspected damage to Airport Manager or Designee.
- 3) If a structural fire occurs or there is a danger of leaking natural gas or aviation fuel, building collapse or other emergency situation, notify the Itasca County Sheriff Dispatch Center (911) and the Airport Manager or Designee.

Hazmat Incidents

Radiological

Any person or organization that receives or has knowledge of any information regarding a radiological or potential radiological incident affecting the Airport whether aboard an inbound aircraft or on the ground shall immediately contact the Itasca County Sheriff Dispatch Center, 911, and provide the following:

- 1) All known information regarding the hazard,
- 2) Container information,
- 3) Final destination, if aboard an aircraft or vehicle, and
- 4) Any other pertinent information.

Grand Rapids Fire Department:

- 1) Proceed to scene and determine if a radiological release has occurred. To minimize potential exposure, all approaches to scene shall be made from upwind. If a release has occurred make requests for additional agencies as needed.
- 2) The Fire Department will be notified of accidents involving radioactive releases by container damage, mishandling, or aircraft crash. They will monitor the suspected container or area and direct the notification of the appropriate authorities through the Itasca County Sheriff Dispatch Center or the Airport Manager of any suspected release.

Grand Rapids Police Department:

- 1) Secure area as far as practical. Generally a minimum, 2,000 foot perimeter or as determined by the senior Fire official, safe distance will be established from the incident site.
- 2) Provide escort for mutual aid agencies to scene.

Airport Manager or Designee:

- 1) Assist Fire and Police Departments as required.

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- 2) Coordinate the evacuation of any tenants that may be affected, downwind, or within the perimeter of the radiological release.
 - 3) Issue NOTAMs as required.
 - 4) If release has occurred on an aircraft inbound for the Airport, the aircraft will be parked in a location that minimizes the risk of exposure to airport tenants and facilities. The following should be considered in determining the best location of contaminated or potentially contaminated aircraft:
 - a) Current weather and winds.
 - b) Forecasted weather and winds.
 - c) Emergency responses access.
 - d) Time of day.
 - 5) Make notifications as required.
 - 6) For aircraft incidents involving radioactive containers, the Airport Manager and/or Designee and law enforcement would assume the same responsibilities as in an aircraft incident (Alert III).

Hazardous Materials

Definitions

Hazardous Material – Any material, solid, fuel, liquid, and/or vapor that can cause harm to life or the environment.

Hazardous Materials Emergencies – Any time a hazardous material, due to an accident or other event, is caused to escape from its container or react in such a manner that it may harm life or the environment.

The wide variety of hazardous materials, their different forms and potential harm, require that persons exercise extreme caution when making efforts to identify and/or control a hazardous materials emergency. Some materials are particularly dangerous and can permeate and permanently contaminate much of what they contact. Particular caution should be exercised when pesticide chemicals are identified. Some are so toxic that inhalation of even a small amount or the absorption of a few drops through the skin can cause illness, loss of consciousness or death.

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Employees who encounter any unusual odors or vapors, or who experience any eye or lung irritation should be aware that any of these conditions may indicate the presence of chemical contamination.

Procedures

Employees who encounter any of the aforementioned conditions or who suspect, for any reason, that a hazardous materials emergency exists shall take the following actions:

- 1) Immediately evacuate the area affected by the contaminant. Evacuated personnel should be moved to a holding area upwind from the contaminated area. Personnel who have been exposed to the contaminant or who have symptoms indicating exposure to the contaminant should be separated from all other personnel.
- 2) Notify the following of any hazardous materials incident:
 - a) Itasca County Sheriff Dispatch Center who will dispatch the Grand Rapids Fire and Police Departments – 911.
 - b) Airport Manager or Designee.
- 3) Personnel who have knowledge as to how the spill/contamination occurred or the type of contaminate involved should report such information to 911 Dispatcher and when established, report the Command Post.

Grand Rapids Fire Department:

Upon arrival shall:

- 1) Establish Command Post.
- 2) Assess situation and report to the Itasca County Sheriff Dispatch Center.
- 3) Request medical and mutual aid i.e., County Health Department, Regional Hazardous Materials Response Team, etc., as needed.
- 4) Take action necessary to stabilize situation.

Grand Rapids Police Department:

Upon notification of a hazardous materials emergency a Grand Rapids police officer shall respond to emergency site. If Fire Department personnel are on scene, the

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police officer shall report to the Command Post or the senior Fire Officer. If the police officer is the first on scene then the officer shall assume control of the emergency and fulfill those duties outlined in the preceding procedures, as practical.

The Grand Rapids Police Department shall assume responsibility for the following:

- 1) Keep all unauthorized personnel out of the contaminated area by guarding the perimeter.
- 2) Re-route traffic away from the contaminated area. If contamination is on the airside operations area (AOA), confer with the Airport Manager or Designee on the need to remove ground support personnel.
- 3) Ensure that the traffic lanes and/or access roads are kept open for the access to the contaminated area by emergency personnel and vehicles.
- 4) An officer shall report to the Command Post.

Airport Manager or Designee:

Respond to the emergency site. If Fire Department personnel are on-scene, the Airport Manager or Designee shall report to the Command Post and assist the Fire and/or Police Departments as necessary. If neither the Fire nor Police Departments are on-scene, the Airport Manager or Designee shall assume control of the emergency to ensure:

- 1) Adequate evacuation has taken place and the perimeter around the contaminated area has been secured.
- 2) Update the Itasca County Sheriff Dispatch Center and coordinate emergency responders and air traffic services as necessary.
- 3) All personnel are upwind from the contaminated area.
- 4) Personnel exposed to the contamination are being segregated from those who have not been exposed.
- 5) Confirm that all necessary notifications have been made, i.e., Fire Department, Health Department, etc.
- 6) The air handling system to the contaminated building has been shut down. If it has not; either shut it down or direct facilities maintenance personnel or the

affected tenant to shut down the system.

- 7) Begin assessing the magnitude of the emergency, i.e., the number of persons exposed, quantity and type of hazardous material, etc.
- 8) Report to Command Post, when established.

Airfield Power Failures

In the event of power failure on the airfield, an emergency generator supplies all runway and taxiway lighting. The generator normally activates automatically whenever there is a failure of commercial power.

During normal business hours and on an on-call basis, airport personnel are capable of manually starting the generator as needed.

Water Rescue

Lily Lake, located on the airport's north perimeter, has frequent seaplane operations during the summer months and is a licensed private seaplane base. There is always a possibility of water rescue operations.

In the event of water rescue requirements, the Grand Rapids Fire Department, along with the Itasca County Sheriff's Department Search and Rescue Teams, have rescue boats, rescue divers, cold water/immersion suits and gear to suit most rescue operations. These assets may be obtained by calling the Itasca County Sheriff Dispatch Center through 911.

Crowd And Perimeter Control

In any serious emergency around the Airport, crowd control can rapidly become a problem. The Grand Rapids Police Department, with coordination of the Airport Manager or designee, is charged with the responsibility of securing the perimeter around any emergency area on airport property. Should reinforcements be required, the Itasca County Sheriff has agreed to assist. These requests for assistance will be routed through the Itasca County Sheriff Dispatch Center to the appropriate agencies. Deployment of other agencies will be coordinated with the Grand Rapids Police Chief or his/her representative.

AIRPORT

1500 SE 7th Avenue - Grand Rapids, MN 55744

Care Of Injured

Medical emergencies within the Airport property are initially reported to the Itasca County Sheriff Dispatch Center through 911 by the person, tenant, organization, etc. discovering or having knowledge of such emergency.

Upon being notified of a medical emergency on the airport or on an incoming flight, the Itasca County Sheriff Dispatch Center shall notify appropriate medical personnel providing all information and updates as received. All injuries or medical emergencies aboard aircraft, requiring emergency response on the Airside Operations Area (AOA), or resulting from a failure or potential failure of airport owned facilities shall be reported to the Airport Manager or designee.

In the event that there are multiple injuries or fatalities, the following areas may be utilized for immediate shelter and a stabilization point for critical injuries; injured and uninjured; or temporary morgue:

- 1) Airport Maintenance Building
- 2) FBO Hangars
- 3) Airport Terminal

Aircraft Removal

The National Transportation Safety Board (NTSB) and/or the Federal Aviation Administration (FAA) are responsible for aircraft investigations and shall be notified of any accident occurring at the Grand Rapids – Itasca County Airport. NO PERSON SHALL REMOVE OR DISTURB accident debris or evidence until released by the NTSB or appropriate FAA investigative personnel. To do so may compromise the accident investigation.

Airport Manager or Designee:

Airport personnel shall obtain and record the name and title of the NTSB or FAA official releasing the aircraft, debris, etc.

Designate the storage location for the aircraft and debris as needed.

Aircraft Owner, Operator or Company:

As soon as possible after the release by the NTSB/FAA the pilot or responsible company representative shall remove, or cause to be removed, the aircraft and any debris, at the operator's expense, to an area designated by the Airport Manager or Designee.

Medical Facilities

The primary medical facility relative to airport emergencies will be Grand Itasca Hospital and Clinics located in Grand Rapids. A radio communication network between Grand Itasca Clinic and Hospital and other area hospitals has been established and can be utilized in the event that the number or type of casualties exceeds the capabilities of the Grand Itasca Clinic and Hospital. Grand Itasca Clinic and Hospital staff members shall have the responsibility for coordinating medical service requirements.

Training and Review

Airport personnel and tenants involved with this Emergency Plan are familiar with its contents. At least once every twelve (12) months the Airport Manager, along with all concerned parties, will review and discuss the plan to ensure that all parties know their responsibilities and that all of the information in the plan is current. Any outdated information will be updated and disseminated.

Exhibit A – Aircraft Incident Report

AIRPORT

1500 SE 7th Avenue - Grand Rapids, MN 55744

Aircraft Incident Report

Date: _____

Time: _____

Type of Incident (check one)

Aircraft Accident/Incident: _____

Natural Disaster: _____

Property Damage: _____

Other: _____

Reported by

Name: _____

Address: _____

Phone #: _____

Location: _____

Weather conditions: _____

Nature of incident: _____

Aircraft type and tail number: _____

Name(s) of pilot(s): _____

Pilot(s) contact information: _____

Units that responded to incident: _____

Action taken: _____

Original Date: 11-10-2025

Revision Date: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 10, 2025

AGENDA ITEM: Consider authorizing the Joint Powers Agreement and Court Services Amendment with State of Minnesota Department of Public Safety to allow Micheles Law continued access to the criminal justice data communications network.

PREPARED BY: Police Chief Andy Morgan

BACKGROUND:

To access the state criminal justice database to report statistical information as required by law, query wanted and missing persons, entering missing persons and stolen items, each law enforcement agency in Minnesota needs to have in place an agreement with the Minnesota Department of Public Safety, Bureau of Criminal Apprehension (BCA).

City of Grand Rapids utilizes Micheles Law as a criminal prosecuting attorney. Recognizing that such material is pivotal to a prosecuting attorney, the State requires fully executed JPA and Court Services Amendment.

City attorney Chad Sterle approved this agreement.

REQUESTED COUNCIL ACTION:

Make a motion to authorize the Joint Powers Agreement and Court Services Amendment with State of Minnesota Department of Public Safety to allow Micheles Law continued access to the criminal justice data communications network.



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

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REQUESTED COUNCIL ACTION:

Make a motion to authorize the Joint Powers Agreement and Court Services Amendment with State of Minnesota Department of Public Safety to allow Micheles Law continued access to the criminal justice data communications network.

RESOLUTION NO. _____

**RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF
_____ ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT**

WHEREAS, the City of _____ on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

NOW, THEREFORE, BE IT RESOLVED by the City Council of _____, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of _____ on behalf of its Prosecuting Attorney and Police Department, are hereby approved.

2. That the _[title]_____, _[name]_____, or his or her successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

3. That the _[title]_____, _[name]_____, or his or her successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

4. That _____, the Mayor for the City of _____, and _____, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Passed and Adopted by the Council on this ____ day of _____, _____.

CITY OF _____

By: [name of mayor]
Its Mayor

ATTEST: _____
By: [name]
Its City Clerk



State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the City of Grand Rapids on behalf of its Prosecuting Attorney ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

The purpose of this Agreement is to create a method by which the Governmental Unit has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective Date.** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration Date.** This Agreement expires five years from the date it is effective.

2 Agreement Between the Parties

- 2.1 General Access.** BCA agrees to provide Governmental Unit with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Governmental Unit is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of Access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these

methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
 - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving the Governmental Unit as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause

7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

If Governmental Unit uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If a Governmental Unit accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Governmental Unit must have a transaction record of all subsequent access to the data that are kept by the Governmental Unit. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court Information Access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Governmental Unit if the Governmental Unit completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by the Governmental Unit under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Governmental Unit's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor Personnel Screening. The BCA will conduct all vendor personnel screening on behalf of Governmental Unit as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Governmental Unit.

3 Payment

The Governmental Unit understands there is a cost for access to the criminal justice data communications network described in Minn. Stat. § 299C.46. At the time this Agreement is signed, BCA understands that a third party will be responsible for the cost of access.

The Governmental Unit will identify the third party and provide the BCA with the contact information and its contact person for billing purposes so that billing can be established. The Governmental Unit will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is the person below, or her successor:

Name:	Diane Bartell, Deputy Superintendent
Address:	Minnesota Department of Public Safety; Bureau of Criminal Apprehension

1430 Maryland Avenue
Saint Paul, MN 55106
Telephone: 651.793.1007
Email Address: Diane.Bartell@state.mn.us

The Governmental Unit's Authorized Representative is the person below, or his successor:

Name: Aaron Michels, Attorney
Address: 25423 Lakeview Dr
Cohasset, MN 55721
Telephone: 907.414.2040
Email Address: aaron@michelslawmn.com

5 Assignment, Amendments, Waiver, and Agreement Complete

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

7 Audits

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

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.
- 7.4** If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA; the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.

- 7.5** To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

- 8.1 BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of Alleged Violations; Sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Governmental Unit.

- 9.1 Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 Sanctions Involving Only BCA Systems and Tools.**
The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Governmental Unit internal discipline processes, including those governed by a collective bargaining agreement.
- 9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
- 9.2.2** If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Governmental Unit. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Governmental Unit. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Governmental Unit understands that if it has signed the Court Data Services Subscriber Amendment and if Governmental Unit's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Governmental Unit also understands that reinstatement is only at the direction of the Court.

9.3.2 Governmental Unit further agrees that if Governmental Unit believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

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

11 Termination

11.1 Termination. The BCA or the Governmental Unit may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Governmental Unit is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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The Parties indicate their agreement and authority to execute this Agreement by signing below.

1. GOVERNMENTAL UNIT

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION

As delegated to the Office of State Procurement

By: _____

Date: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 10, 2025

AGENDA ITEM: Consider adopting a resolution authorizing and accepting a Minnesota Chiefs of Police Foundation Community Partnerships Grant.

PREPARED BY: Chief Andy Morgan

BACKGROUND:

The Minnesota Chiefs of Police Foundation (MCPF) believes that strong community partnerships should be an essential principle in modern day policing practices. Therefore, the Foundation is proud to offer grants to help advance community partnerships between citizens and police departments, as well as deepen trust and transparency between the public and law enforcement.

GRPD's core values and long-standing practices strongly align with MCPF. Grand Rapids Police Department recognized the opportunity to submit a grant application to reface the City of Grand Rapids Block Party trailer. This trailer is primarily used for department organized events that enhance community / police relations. The trailer and contents are in dire conditions.

We submitted a grant application requesting \$2,500 prior to September 12 and received notification that we were successfully on October 30. Grant award was \$2,000. These funds will allow the department to explore refacing the trailer and improving utilized tables and chairs within.

Requested council action:

Make a motion to adopt a resolution authorizing and accepting a Minnesota Chiefs of Police Foundation Community Partnerships Grant.



MINNESOTA CHIEFS OF POLICE FOUNDATION

Advancing high quality, effective policing and strengthening police-community relations in Minnesota through training, outreach, grants and scholarships

COMMUNITY PARTNERSHIPS GRANT PROGRAM APPLICATION INFORMATION & INSTRUCTIONS

2025 GRANT CYCLE

DEADLINE: Sep 12, 2025

Please read application instructions thoroughly, as it contains critical information to help you submit a request that meets requirements.

The Minnesota Chiefs of Police Foundation (MCPF) believes that strong community partnerships should be a core principle in modern day policing practices. Therefore, the Foundation is proud to offer grants to help advance community partnerships between citizens and police departments, as well as deepen trust and transparency between the public and law enforcement.

Grant Eligibility & Details

- Grants are issued directly to Minnesota police departments that are current members (in good standing) of the Minnesota Chiefs of Police Association. MCPF does not issue grants to other organizations such as nonprofits, churches, schools, etc.
- Grant applications may be submitted by anyone within the department but must include the Police Chief's approval.
- Grants are offered in amounts ranging from \$500 to \$2,500. Requests may be funded in full or in part, depending on availability of funds.
- Grants are limited to one per agency, per year. An agency is not eligible to apply if it already received a grant in that same calendar year.
- Grant Funds must be used within approx. 1 year of disbursement or by November 15, 2026.
- Unfunded applications will not automatically roll over to the next grant cycle for consideration. Agencies must reapply.
- Grant funds may only be requested for projects that cannot be covered by the police department budget or city budget.
- Grant funding decisions will be made within 60 days of the grant cycle closing date. Funds will be dispersed to agencies early November 2025. If funds are needed sooner, please contact the Foundation office prior to submitting your application.

Grant Criteria

The goal of Community Partnerships Grants is to support, supplement, initiate and accelerate a police department's efforts to engage with the community in meaningful ways. All events, projects, programs and initiatives submitted for consideration must have the purpose of building relationships, trust, transparency, cooperation, or partnerships with the communities you serve.

SPECIAL CONSIDERATIONS:

- In an effort to spur **CREATIVITY** and **INNOVATION** within police-community relationship building efforts, applications featuring NEW or FIRST TIME projects within your community will be prioritized when making funding decisions.
- Funding Priority for community engagement initiatives that concentrate on youth programming.
- If submitting for events/projects that are not new in your city (such as National Night Out), the application must thoroughly explain how grant funds will specifically expand and make your event different, bigger, or notably better.
- We encourage agencies to explore community engagement project ideas and concepts that can simultaneously address other public safety or department related issues such as recruitment, diversity, crime prevention, community education, etc.
- Police departments may wish to collaborate with other neighboring departments on a joint event, project or program. Multi-agency collaborations are encouraged (especially for smaller agencies) and may be prioritized when making funding decisions.

EXAMPLES:

Below are examples of events, projects, programs and initiatives eligible for a grant. This list is not exhaustive and is designed to give applicants some examples of the types of projects that are eligible.

- Community Listening Sessions
- Police/Community Picnic or BBQ events
- Public Safety Fairs
- Public Safety Town Halls with residents
- Crime Prevention Outreach & Education events
- Neighborhood Watch / Business Watch outreach
- Police Department Open Houses
- Police/Community Relations Surveys (Citizen Surveys)
- Police - Youth Basketball Games
- Cops and Kids Programs
- School Outreach Programs
- Coffee with a Cop (must be a first time event or to pay for training workshops offered through the Coffee with a Cop national nonprofit)
- Police Athletic League (PAL program) (a first time program or notable expansion)

- National Night Out (a first time event or notable expansion)
- Shop with a Cop (a first time event or notable expansion)
- etc.

Grants can be used to pay for:

- Food
- Supplies
- Equipment
- Speaker Fees
- Program Fees
- Staffing: Event Coordinators, Consultants, Program Staff, etc. (NON-police department staff)
- Marketing & Outreach efforts
- Other project related expenses

Grants CANNOT be used to pay for:

- Police department personnel costs (salaries, overtime, etc.)

Grant Application Process

1. Grant applications may be completed and submitted by any member of the police department. However, all applications require approval from the Chief of Police.
2. Complete all sections of the application. Items left blank or incomplete may delay processing of application.
3. Supplemental documents may be included with the application, such as written estimates from vendors on company letterhead, proposed project budget, letters from community members or partner organizations, etc. (not mandatory but may help Foundation board members evaluate your project).
4. Grant applications and all supplemental materials must be submitted by the grant cycle deadline.

GRANT APPLICATION FAQ's

Q: Who reviews and approves the grant applications?

A: The MN Chiefs of Police Foundation (MCPF) Board of Directors has a designated Grants Committee that will review and make funding recommendations to the full MCPF Board of Directors. All official funding decisions will be made by the MCPF Board of Directors based on an established set of criteria.

Q: When can we expect a decision once a grant application is submitted?

A: Upon grant cycle closure, all applications will be reviewed by the MCPF Grants Committee and presented to the MCPF Board of Directors for official approval. All agencies will be notified between 30 - 60 days post grant cycle date closure. Grant checks will be mailed to the agency via check within 60 days of the cycle closing date.

2025 Grant Cycle Closing Date – Sept. 12, 2025

Checks to be distributed early November 2025

Q: If my event, project, or program needs funds sooner than the stated fund distribution timeline, can I still submit an application?

A: Yes, you may still apply. However, please contact the Foundation office at foundation@mnchiefs.org prior to submitting your application to communicate your timing needs so the Foundation can determine feasibility.

Q: If our event, project, or program is partially funded through other means (police department budget, city budget, federal/state grants, a nonprofit, etc.) but we still need additional funding, can we submit an application?

A: Yes. You may request grant funds to supplement existing funding. However, MCPF grant funds should not be used to replace or supplant the police department / city budget, as MCPF grant funds are intended to meet needs not met by city funds.

Q: We requested \$2500 on our grant application but only received approval for \$1,000. Can I resubmit for the remaining amount in a future grant cycle?

No. The MCPF Grants Committee and Board of Directors will consider a number of important factors when making funding decisions, balancing several priorities as well as considering the availability of funds. Therefore, all funding decisions will be final. Given that agencies may only be a recipient of grant funds one time per calendar year, the agency will have to wait until a future grant cycle in the next calendar year to be eligible to apply again.

Q: If my agency collaborates with another agency and we receive funding approval for our joint project, can my department independently apply again for another grant for a different project during a future grant cycle?

A: Yes, but you may only receive one grant per calendar year so you will have to wait to apply in the next year.

Q: If a grant application is denied, can the department re-submit the application in a future grant cycle?

A: Yes. While there are eligibility standards, criteria and priorities established, funding decisions are also based on the availability of funds. If your application is not approved, it does not necessarily mean that the project did not meet qualifications or criteria. MCPF will seek to fund as many qualified projects as possible, but approvals may be limited due to funding availability during that grant cycle. Agencies are encouraged to reapply for the same project or an entirely different project in future grant cycles (within the same calendar year).

Q: If my grant application was approved but plans change and we can no longer use the funds for the intended project, may I use the grant funds for a different project/purpose?

A: Yes. The Foundation understands that circumstances can change. Funds may be repurposed as long as the new project still meets the purpose, criteria and standards listed in the grant program instruction packet. To request approval for the repurposing of grant funds, please email the Association's program coordinator at foundation@mnchiefs.org.

Q: What are the dates for the next grant cycle?

A: Future grant cycles have not yet to be determined.

Q: Are there any reporting requirements after the grant payment is received?

A: Yes. Funded departments are asked to fill out a **Post-Grant Report** within 60 days of project completion. The Post-Grant Report is an online form the Foundation will send you once the grant application is approved and funded. By participating in this grant program, all grant recipients will give permission to MCPF to re-use project summaries, impact statements, photos, video footage, etc. on the MCPF website, social media, or other marketing materials to demonstrate the grant program's impact to the public and to donors/supporters.

For more information, please contact:

- Lou Stephens, Foundation Grant Committee Chair - l.stephens@seafoamworks.com
- Jeff Potts, MCPA Executive Director - jeff@mnchiefs.org
- Aimee Schroeder, Associate Director - aimee@mnchiefs.org

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

RESOLUTION NO. 25-

A RESOLUTION TO APPROVE ACCEPTANCE OF A \$2,000 MINNESOTA CHIEFS OF POLICE FOUNDATION COMMUNITY PARTNERSHIP GRANT.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, approves accepting the \$2,000 MCPF's Community Partnership Grant effective November 10, 2025.

Adopted this 10th day of November, 2025

Tasha Connelly, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 10, 2025

AGENDA ITEM: Consider waiving the 3% retainage on total Franchise Fee for cable television

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

A major revenue stream for ICTV is Franchise Fees that are collected from cable television providers. With customers dropping cable television and utilizing internet streaming options, PEG and Franchise Fees have been dimensioning. As a result partner cities in the Cable Commission have elected to waive their retained 3% of Franchise Fee.

The City of Grand Rapids also retains 3% of the Franchise Fee collected in the City. This amounted to \$3,753 in 2024. Then 15% of the remaining 97% of the Franchise fee is placed into the cable commission fund where the city collects 3% of the 15% for administrative fees.

REQUESTED COUNCIL ACTION:

Make a motion to approve waiving the initial 3% of the Franchise Fee collected within the City of Grand Rapids.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 10, 2025

AGENDA ITEM: Consider appointing four applicants to the position of Firefighter Trainee with the Grand Rapids Fire Department and approve creating an eligibility roster for Firefighter Trainee.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

With recent retirements over the last several months at the Grand Rapids Fire Department, Human Resources was authorized to begin the process of creating a new eligibility roster for Firefighter Trainee.

The position was posted, and we feel very fortunate that we received a good response to our advertisement and had strong applicants. Following the advertisement of the position, orientation and testing followed, which narrowed the candidate pool down to six applicants.

The Interview Committee consisting of Travis Cole, Shawn Graeber, Bruce Baird, Lance Kuschel, Will Richter, Chad Troumbly, Karl Gaalaas, Matt Arford, and observed by Chery Pierzina, Human Resources, recommend appointing the following applicants to the position of Firefighter Trainee, beginning January 1, 2026, with a 2026 rate of pay of pay to be set by City Council at a later date, and creating an eligibility roster for the following fifth applicant (alphabetical order):

Firefighter Trainee

Austin Jaeger
 John Kinzer
 Owen Linder
 Riley O'Brien

Eligibility Roster

Brandon Snell

REQUESTED COUNCIL ACTION:

Make a motion to (1) appoint individuals listed above to the position of Firefighter Trainee, beginning January 1, 2026, with a 2026 rate of pay to be set by City Council at a later date, (2) create an Eligibility Roster and add individual listed above to the roster.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 10, 2025

AGENDA ITEM: Consider adopting the Paid Family Medical Leave (PFML) Policy.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Effective January 1, 2026, Minnesota's Paid Family Medical Leave (PFML) program will begin ensuring Minnesotans can take the time off work to care for themselves or their loved ones during some of life's most important moments. Paid Leave supports our employees when they need it most and strengthen connections in families, communities, and workplaces.

Minnesota's Paid Family and Medical Leave program provides up to 20 weeks of paid leave per year, beginning January 1, 2026. Workers can take up to 12 weeks for family leave and may take up to 12 weeks for medical leave, not to exceed 20 weeks of paid leave per year. Effective January 1, 2026, the City of Grand Rapids will pay 100% of the premium cost.

Human Resources will notify employees about Paid Leave by December 1, 2025. At the state level, guidance, FAQ's and regulations are continuing to evolve. Our Paid Family Medical Leave (PFML) policy is based on the information that is currently available.

Included with this RCA is a copy of the Minnesota Paid Leave workplace poster and a copy of the City of Grand Rapids employee notice, for your reference.

The PFML policy meets the provisions of Minnesota law and has been reviewed by our labor attorney.

REQUESTED COUNCIL ACTION:

Make a motion to adopt the Paid Family Medical Leave (PFML) policy effective January 1, 2026.

City of Grand Rapids PFML (Paid Family and Medical Leave) Policy

The City of Grand Rapids offers leave to eligible employees who meet the qualifications for Paid Family and Medical Leave (PFML) benefits under Minnesota law. The City of Grand Rapids participates in the State of Minnesota's PFML Program

The Paid Leave Administrator for the City of Grand Rapids is Chery Pierzina, Human Resources Officer. Employees with questions about this policy should contact the Paid Leave Administrator.

Definitions

Family member:

- Spouse or domestic partner.
- Child (including a biological child, adopted child, foster child, stepchild, child of a domestic partner, or child to whom the applicant stands in loco parentis, is a legal guardian, or is a de facto custodian).
- Parent or legal guardian.
- Sibling.
- Grandchild.
- Grandparent or spouse's grandparent.
- Son-in-law or daughter-in-law.
- An individual who has a personal relationship with the applicant that creates an expectation and reliance that the applicant care for the individual without compensation, whether or not the applicant and the individual reside together.

A serious health condition, in general, is a physical or mental illness, injury, impairment, condition, or substance use disorder that may involve:

- Evaluation, treatment, inpatient care or recovery.
- Not being able to perform regular work, attend school, or do regular daily activities. This includes childbirth, conditions related to pregnancy, or surgery.

(To see the full definition of a "serious health condition" please refer to the statutory definition in Minnesota Chapter 268B.)

Contributions and Premiums

The cost of PFML premiums, both employer portions and employee portions, will be paid by the City of Grand Rapids. The City of Grand Rapids will pay 100% of the required PFML premium and employees will not have to pay any portion of the PFML premium cost. PFML premiums paid by the City of Grand Rapids, on behalf of the employer and employee, will begin on January 1, 2026.

Eligibility

To be eligible for PFML, an employee must:

- Work 50 percent or more from a location in Minnesota. This includes employees who work remotely from home or those whose duties occasionally require them to work in other states.

- Meet the wage credit requirements outlined in statute by having earned at least the minimum amount of wages as determined by the State and defined by Minnesota Law at the time the leave is requested.

Eligibility determinations are made by the State.

Weekly Benefit

An employee's weekly PFML benefit will be calculated and determined by the State. The City of Grand Rapids does not calculate or determine an employee's weekly benefit.

Leave Designation and Allotment

An employee may be eligible for PFML if they meet one or both of the following conditions in a benefit year:

- Medical Leave
 - To care for one's own serious health condition, including pregnancy, childbirth, recovery, or surgery.

An employee may take up to 12 weeks of medical leave in a benefit year provided they are eligible.

- Family Leave
 - Bond with a child through birth, adoption, or foster placement.
 - Care for a family member with a serious health condition.
 - Support a military family member called to active duty.
 - Safety leave to care for oneself or a family member because of domestic abuse, sexual assault, or stalking.

An employee may take up to 12 weeks of family leave in a benefit year provided they are eligible.

If an employee is eligible for both Medical Leave and Family Leave in a single benefit year, the employee may take up to 20 weeks total of leave. For example, an employee may be entitled to 12 weeks of Family Leave and 8 weeks of Medical Leave in a benefit year, totaling 20 weeks. An employee may be entitled to 8 weeks of Family Leave and 12 weeks of Medical Leave in a benefit year, totaling 20 weeks.

An employee's benefit year starts the first date of leave.

PFML Intermittent Leave

Leave based on a serious health condition (of an employee or family member) may qualify for intermittent leave if it is reasonable and appropriate to meet the needs of the individual with a serious health condition. Leave for other eligible PFML reasons may also be taken intermittently.

To be eligible for intermittent leave under PFML, employees must have at least eight hours of accumulated leave, unless more than 30 days have passed since the initial leave. The employee eligibility requirements of PFML, as listed above, also apply.

Intermittent leave is leave taken in separate blocks of time due to a single 7-day qualifying event.

For employees seeking PFML on an intermittent basis, a reasonable effort must be made to provide written notice to Chery Pierzina, Human Resources Officer, before applying for PFML benefits through the State program.

This notice should include:

- 1) the proposed intermittent leave schedule, and
- 2) a completed certification from a healthcare provider confirming the necessity of the leave, along with a reasonable estimate of its frequency, duration, and treatment schedule.

Full and part time employees may take intermittent leave in increments of 30-minutes or more. Eligible employees can take up to 480 hours of intermittent leave within any 12-month period. Once this limit is reached, employees may request continuous PFML, as long as the continuous leave does not surpass the maximum amount of PFML allowed by law.

(Please note, the relevant section on intermittent leave in the statute is Minn. Stat. 268B. 04, Subd. 6a)

PFML Notice and Application Process

- 1) Employees should reach out to Chery Pierzina, Human Resources Officer, of their intention to take leave. If the leave is foreseeable, the City of Grand Rapids requests an employee give at least two weeks notice of their intent to take leave. If the leave is not foreseeable, the City of Grand Rapids requests the employee notify the City of Grand Rapids as soon as possible of their need for leave.
- 2) After the employee has notified the City of Grand Rapids of their intent to take leave, the employee may apply for PFML through the State.

Other Leave Laws and Benefits

PFML will run concurrently with any leave or wage supplement an employee may qualify for under local, state, or federal law, including but not limited to the Family and Medical Leave Act (FMLA), Minnesota Women's Economic Security Act (WESA), and Minnesota Pregnancy and Parental Leave (MPL).

Supplemental Benefits

Employees receiving PFML benefits have the option to supplement their PFML benefits by using any accrued paid leave benefits such as extended medical bank (EMB) or paid time off (PTO). An employee choosing to supplement their PFML benefits with their accrued paid leave may not exceed their Individual Average Weekly Wage (IAWW).

Health Coverage During PFML

Unless coverage is revoked, the City of Grand Rapids will maintain group health insurance for employees on PFML under the same conditions as before the leave. In the event there is an employee premium cost associated with health coverage, employees must continue to make timely payments of their share of the premiums, if any exist. The employee must remit their portion of the health insurance premium, if any, to the City of Grand Rapids to ensure continued benefits through either payroll deductions or other methods as outlined below.

If an employee is required to pay a portion of the group health insurance premium, and payment is late by 30 days or more, group health insurance may be cancelled. The City of Grand Rapids will provide written notice at least 15 days before termination, specifying the final payment due date (30 days past the original due date) and the date coverage will end if payment is not received.

Payment, if any, of the employee's portion of the premium for group health insurance coverage may be paid by pre-payment, monthly payment via check, cashier's check, money order, or credit card (additional costs may apply to credit card payments).

Reinstatement

Employees that worked for the City of Grand Rapids for at least 90 calendar days prior to taking PFML, upon return, will be reinstated to their previous position or an equivalent position. An employee's status, pay, employment benefits, length-of-service credit, and seniority credit shall be the same as the date they went on leave.

Upon returning to work, if an employee cannot perform the essential functions of their position (with or without reasonable accommodation), the City of Grand Rapids may engage in an interactive process. This process will align with the Americans with Disabilities Act (ADA), the Minnesota Human Rights Act (MHRA), and other relevant workplace policies, including safety protocols, to determine the appropriate next steps.

Retaliation

No employee shall be subjected to any form of retaliation for requesting, taking, or returning from PFML or for otherwise exercising or attempting to exercise rights protected under the PFML policy and applicable law.

Approved by Grand Rapids City Council on _____.

MINNESOTA PAID LEAVE

Item 13.

Effective January 1, 2026

Minnesota Paid Leave provides payments and job protections when you need time off to care for yourself or your family.

What can I use Paid Leave for?

Medical Leave:

- To care for your own serious health condition, including care related to pregnancy, childbirth, and recovery

Family Leave:

- **Bonding Leave** – to care for and bond with a new child welcomed through birth, adoption, or foster placement
- **Caring Leave** – to care for a family member with a serious health condition
- **Military Family Leave** – to support a family member called to active duty
- **Safety Leave** – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

Generally, conditions must last more than seven days and be certified by a healthcare provider or other professional.

Am I covered by Paid Leave?

Most workers in Minnesota are covered by Paid Leave. You are covered no matter the size of your employer, or the hours or days you work. Independent contractors and self-employed individuals are not automatically covered but may opt in. You may qualify for payments if you've been paid a minimum amount for work in Minnesota in the last year (\$3,900 for the start of Paid Leave in 2026).

How long can I take leave?

You may qualify to take up to 12 weeks of family or medical leave per benefit year. If you need both family and medical leave in the same benefit year, you may qualify for up to 20 weeks in total.

How much will I get paid?

When you use Paid Leave, the state makes payments to you. Paid Leave will pay up to 90% of your wages, based on your income level, with a maximum weekly amount set at the state's average weekly wage. This amount changes each year, and is \$1,423 for the start of Paid Leave in 2026.

Who pays for Paid Leave?

Paid Leave is funded by premiums paid by employees and employers. The initial premium rate is 0.88% of covered wages. Your employer may deduct up to 0.44% of your wages to fund your portion of the premium.

What are my employment protections?

- **Job protections:** Generally, you must be restored to your job or an equivalent position when returning from leave. Job protections take effect 90 days after your date of hire.
- **Health insurance continuation:** Generally, employers must continue to fund their portion of healthcare insurance premiums while you are on leave.
- **No retaliation or interference:** Employers must not interfere with or retaliate against you if you apply for or use Paid Leave. Employers cannot take your Paid Leave payments.

For inquiries related to Paid Leave, please contact Minnesota Paid Leave at 651-556-7777 or visit our website.

If you think your employer is violating employment protections, contact the Labor Standards Division at the Minnesota Department of Labor and Industry.

LEARN MORE: paidleave.mn.gov



This information can be provided in alternative formats to people with disabilities or people needing language assistance by calling the Paid Leave Contact Center at 651-556-7777 or 844-556-0444 (toll-free).

m MINNESOTA
PAID LEAVE

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Minnesota Paid Leave

Minnesota Paid Leave provides payments and job protections when you need time off to care for yourself or your family.

You can take leave for the following qualifying events:

Medical Leave:

- To care for your own serious health condition, including care related to pregnancy, childbirth, and recovery

Family Leave:

- Bonding Leave – to care for and bond with a child welcomed through birth, adoption, or foster placement
- Caring Leave – to care for a family member with a serious health condition
- Military Family Leave – to support a family member called to active duty
- Safety Leave – to respond to issues related to domestic violence, sexual assault, or stalking for yourself or a family member

Am I covered by Paid Leave?

Most workers in Minnesota are covered by Paid Leave. You are covered no matter the size of your employer, or the hours or days you work. Independent contractors and self-employed individuals are not automatically covered, but may opt in. You may qualify for payments if you've been paid a minimum amount for work in Minnesota in the last year (\$3,900 for the start of Paid Leave in 2026).

What are my employment protections?

- **Job protections:** Generally, you must be restored to your job or an equivalent position when returning from leave. Job protections take effect 90 days after your date of hire.
- **Health insurance continuation:** Generally, employers must continue to fund their portion of healthcare insurance and other group insurance premiums while you are on leave. You will be responsible for any portion of health insurance and other group insurance premiums that you pay.
- **No retaliation or interference:** Employers must not interfere with or retaliate against you if you apply for or use Paid Leave. Employers cannot take your Paid Leave payments.

For inquiries related to Paid Leave, please contact Minnesota Paid Leave at 651-556-7777 or visit our website. If you think your employer is violating employment protections, contact the Labor Standards Division at the Minnesota Department of Labor and Industry.

Who pays for Paid Leave?

Paid Leave is funded by premiums paid by employees and employers. **The initial premium rate is 0.88% of wages** up to the cap set by Social Security’s Old-Age, Survivors, and Disability Insurance program (currently \$176,000). Your employer **may deduct up to 0.44% of your wages** to fund your portion of the premium. This total premium covers both Medical Leave (0.61%) and Family Leave (0.27%).

Employers are responsible for sending premiums to Paid Leave on behalf of all employees.

Paid Leave for City of Grand Rapids employees is fully paid by the City.

Your premium contributions are:

Medical Leave	Total Medical Leave Premium: 0.61%			
	City of Grand Rapids	will contribute	100%	of the Medical Leave contribution
		and the remaining	0%	will be deducted from your wages
Family Leave	Total Family Leave Premium: 0.27%			
	City of Grand Rapids	will contribute	100%	of the Family Leave contribution
		and the remaining	0%	will be deducted from your wages
Total deducted from your wages			0%	

How do I take Paid Leave?

1. Notify your employer.
2. Apply with Paid Leave. You will be able to apply for Paid Leave at **paidleave.mn.gov**. You can also apply over the phone if needed.

After you apply, you will receive a determination from Paid Leave, which is the official decision from the program about whether your application was approved or denied.

If you are approved for Paid Leave payments, they will be sent to the bank account or prepaid debit card selected in your application.

Learn more

Visit **paidleave.mn.gov** to apply or for more information about Paid Leave, including calculators to help you estimate your premium costs and the payments you could receive under Paid Leave.

Other ways to reach us

Phone: 651-556-7777 or 844-556-0444 (toll free).

E-mail: paidleave@state.mn.us

Mail: Department of Employment and Economic Development, Paid Leave Division
180 E 5th Street, 12th Floor, Saint Paul, MN

Information is available in alternative formats for people with disabilities by using the contact information listed above.

Employer Information:

Employer Name:	City of Grand Rapids
Mailing Address:	420 N Pokegama Avenue, Grand Rapids, MN 55744
Employer Identification Number (FEIN):	41-6005201

Employee Acknowledgement:

☐	I acknowledge receipt of this notification
Name	
Signature	
Date	



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 10, 2025

AGENDA ITEM: Consider approving donation from Itasca County K-9 Fundraiser

PREPARED BY: Police Chief Andy Morgan

BACKGROUND:

The Itasca County Sheriff's Office K-9 Unit has put on an annual K-9 Fundraiser for many years to raise money to help fund the K-9 Unit. The Itasca County Sheriff's Office currently has multiple K-9's in their department.

In 2024, the Itasca County Sheriff's Office invited the Grand Rapids Police Department K-9 Unit to be part of the fundraiser. K-9 Murphy and Officer Edmundson participated in helping organize and run the event, which was held on March 16th, 2025, at the Eagles Club in Grand Rapids.

The proceeds were divided amongst all K-9 teams. Officer Edmundson and Murphy received a check for \$5000.00.

This money will be placed into the K-9 account that is used to purchase equipment for Murphy and will also be used to help fund the replacement of Murphy when the time comes.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution for the police department to accept \$5,000.00 from Itasca County Sheriff's Office from the Itasca County K-9 Fundraiser.

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

RESOLUTION NO. 25-

A RESOLUTION ACCEPTING A DONATION OF \$5,000 FROM 2025 K9 FUNDRAISER
EVENT TO THE GRAND RAPIDS POLICE DEPARTMENT'S K-9 PROGRAM

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

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

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

- Grand Rapids Police Department K-9 program received \$5,000 from Itasca County Sheriff's Department from 2025 Spring K9 Fundraiser proceeds.

Adopted this 10th day of December, 2025

Tasha Connelly, Mayor

Attest:

Kimberly Gibeau, City Clerk