



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

## **CITY COUNCIL MEETING AGENDA**

**Monday, October 26, 2026**

**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, October 26, 2026 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**POSITIVE HAPPENINGS IN THE CITY:**

**PUBLIC FORUM:**

**COUNCIL REPORTS:**

**APPROVAL OF MINUTES:**

1. Approve minutes for Monday, October 12, 2026 Worksession and Regular Council meetings.

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period October 6, 2026 to October 19, 2026 in the total amount of \$362,529.23.

**CONSENT AGENDA:**

3. Consider allowing the IT Department to donate retired equipment
4. Consider approving seasonal golf contractors
5. Consider signing cart storage agreement
6. Consider approving Maintenance - Winter (Public Works) seasonal rehires for the 2026–2027 winter season and pay rate increase.
7. Consider approving Peyton Emerson as a Civic Center/Parks & Recreation hire for the 2026–2027 Winter season.
8. Consider approving renewal contracts for City Website and Agenda & Meeting Management with CivicPlus (formerly Municode).
9. Consider adopting a resolution in support of sustaining Deputy Registrar offices and enact a permanent state revenue sharing fund for Deputy Registrars.

SET REGULAR AGENDA:

ADMINISTRATION:

- [10.](#) Consider approving a letter of support to Mesabi Metallica related to State leases
- [11.](#) Consider Grand Rapids Area Library 2027 Hours and Library Public Services Clerk I Position.

CIVIC CENTER & PARKS:

- [12.](#) Consider passing a resolution accepting a donation from the Cap Baker Lions Club for the construction of a pavilion at McGowan Park.

FIRE:

- [13.](#) Consider allowing the Grand Rapids Fire department the purchase a a skid unit for our side x side.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 9, 2026 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



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## **CITY COUNCIL WORKSESSION MINUTES**

**Monday, October 12, 2026**

**4:30 PM**

Mayor Connelly called the meeting to order at 4:30 PM.

COUNCIL PRESENT: Mayor Tasha Connelly, Councilor Molly MacGregor, Councilor Dan Mertes

ABSENT: Councilor Tom Sutherland, Councilor Rick Blake

STAFF: Kimberly Gibeau, Chad Sterle, Matt Wegwerth

VISITORS: Linda Harringer, Renee Ducharme

### **BUSINESS:**

1. goMARTI Update - Tammy Meehan

Presentation consisted of:

- ~ goMARTI Operations Review
- ~ Long-Term Sustainability Phase 1 Project Review
- ~ Measures of a Successful Microtransit System
- ~ Long-Term Sustainability Phase 2 and Project Summary

A full copy of the presentation is available upon request.

### **REVIEW OF REGULAR AGENDA:**

Upon review, no additions or changes are noted.

There being no further business, the meeting adjourned at 5:10 PM.

Respectfully submitted:

*Kimberly Gibeau*

Kimberly Gibeau, City Clerk



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## **CITY COUNCIL MEETING MINUTES**

**Monday, October 12, 2026**

**5:00 PM**

Mayor Connelly called the meeting to order at 5:12 PM.

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

STAFF: Kimberly Gibeau, Chad Sterle, Carl Babich, Chery Pierzina, Jeremy Nelson

### **POSITIVE HAPPENINGS IN THE CITY:**

Mayor Connelly noted that the GRHS Marching Band took 7th place overall in State.

### **PUBLIC FORUM:**

No one from the public wished to speak.

### **COUNCIL REPORTS:**

Councilor MacGregor discussed Indigenous Peoples Day events at MN North College.

### **APPROVAL OF MINUTES:**

1. Approve minutes for Monday, September 28, 2026 Worksession and Regular meetings.

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

### **VERIFIED CLAIMS:**

2. Approve the verified claims for the period September 22, 2026 to October 5, 2026 in the total amount of \$606,630.53.

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

### **CONSENT AGENDA:**

3. Consider renewing the Memorandum of Understanding between Minnesota North College, Itasca and the Grand Rapids Police Department.

4. Consider adopting a resolution accepting a 2026-2027 Toward Zero Death (TZD) grant from the Minnesota Department of Public Safety- Office of Traffic Safety in the amount of \$23,500.00.

**Adopted Resolution 26-78**

5. Consider rehiring Jackson Horn as Seasonal Arena Attendant II at Yanmar Arena.
6. Consider Voiding Lost Accounts Payable Check and Issue Replacement Check.
7. Consider awarding a quote to Joy's Greenhouse for the 2027 downtown flowers
8. Consider adopting a resolution authorizing a grant application to the IRRR Public Works Grant Program for the Block 19 Improvements project

**Adopted Resolution 26-79**

9. Consider updates to seasonal employment.
10. Adopt a resolution accepting a State Airport Fund Grant for the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

**Adopted Resolution 26-80**

11. Consider Voiding Lost Accounts Payable Check and Issue Replacement Check.
12. Consider entering into a Cleaning Services Agreement with Northwoods Cleaning Company at Yanmar Arena.
13. Consider entering into an Advertising Agreement with a business at Yanmar Arena.
14. Consider approval of installing epoxy flooring in the Police Department squad room.
15. Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2027.
16. Consider authorizing staff to develop an RFP for design and engineering services for the Blandin Beach improvement project.

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

SET REGULAR AGENDA:

No agenda items to approve.

There being no further business, the meeting adjourned at 5:18 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk

## Summary Report

Item 2.

| VENDOR NAME/INVOICE #                | AMOUNT        |
|--------------------------------------|---------------|
| BRADLEY WERNER LLC, ATTORNEYS AT LAW | \$ 542.50     |
| BURGGRAF'S ACE HARDWARE              | \$ 465.10     |
| CARQUEST AUTO PARTS                  | \$ 606.91     |
| EARLYBIRD BRANDING CO                | \$ 35.00      |
| ENVIRONMENTAL EQUIPMENT & SERVICES   | \$ 430.00     |
| FASTENAL COMPANY                     | \$ 1,845.91   |
| GARTNER REFRIGERATION CO             | \$ 1,010.00   |
| GOVCONNECTION INC                    | \$ 1,228.57   |
| HAWKINSON CONSTRUCTION CO INC        | \$ 10,929.84  |
| INDUSTRIAL LUBRICANT COMPANY         | \$ 1,191.87   |
| ITASCA CURLING ASSOCIATION           | \$ 7,900.00   |
| JANSSEN FABRICATING ENTRP LLC        | \$ 75.00      |
| KUTAK ROCK LLP                       | \$ 504.50     |
| L&M SUPPLY                           | \$ 97.79      |
| LATVALA LUMBER COMPANY INC.          | \$ 350.56     |
| MADDEN GALANTER HANSEN LLP           | \$ 399.50     |
| MARTIN'S SNOWPLOW & EQUIP            | \$ 67.98      |
| MES SERVICE COMPANY, LLC             | \$ 375.00     |
| MORTON SALT                          | \$ 4,453.11   |
| NAPA SUPPLY OF GRAND RAPIDS          | \$ 55.76      |
| NORTHERN DOOR & HARDWARE INC         | \$ 49.50      |
| NORTHERN FIRE SUPPRESSION INC        | \$ 1,625.00   |
| NORTHERN LIGHTS TRUCK                | \$ 257.60     |
| NORTHLAND PORTABLES                  | \$ 4,289.25   |
| NUSS TRUCK GROUP INC                 | \$ 879.39     |
| ORACLE AMERICA INC                   | \$ 1,900.00   |
| PREFERRED PUMP & EQUIPMENT LP        | \$ 5.56       |
| PUBLIC UTILITIES COMMISSION          | \$ 4,626.85   |
| ROB'S BOBCAT SERVICE INC             | \$ 6,800.00   |
| SANDSTROM'S INC                      | \$ 731.42     |
| SCOTT'S AUTO ELECTRIC INC            | \$ 294.00     |
| SEH - GRAND RAPIDS                   | \$ 140,770.46 |
| SENSAPHONE                           | \$ 299.40     |
| STOKES PRINTING & OFFICE SUPPLY INC. | \$ 20.89      |
| STREICHER'S INC                      | \$ 377.50     |
| TREASURE BAY PRINTING                | \$ 601.00     |
| TROUT ENTERPRISES INC                | \$ 3,038.00   |
| TRU NORTH ELECTRIC LLC               | \$ 839.74     |
| VESTIS GROUP, INC                    | \$ 209.81     |

## CITY OF GRAND RAPIDS BILL LIST - OCTOBER 26, 2026

Item 2.

## Summary Report

|                        |    |          |
|------------------------|----|----------|
| WESCO RECEIVABLES CORP | \$ | 4,713.60 |
|------------------------|----|----------|

|                                                   |           |                   |
|---------------------------------------------------|-----------|-------------------|
| <b>TOTAL UNPAID TO BE APPROVED IN THE SUM OF:</b> | <b>\$</b> | <b>204,893.87</b> |
|---------------------------------------------------|-----------|-------------------|

**CHECKS ISSUED/PRIOR APPROVAL:**

|                               |                             |    |           |
|-------------------------------|-----------------------------|----|-----------|
| AMAZON CAPITAL SERVICES       | 1194-D1V1-3KXR-L            | \$ | 28.70     |
| AMAZON CAPITAL SERVICES       | 1G4F-H44M-RQRP-L            | \$ | 184.81    |
| AMAZON CAPITAL SERVICES       | 1NFV-6TMF-PNDQ              | \$ | 101.71    |
| ANGELA HILL                   | 093026                      | \$ | 248.40    |
| AT&T MOBILITY                 | 28389824                    | \$ | 1,744.53  |
| AT&T MOBILITY                 | 28389825                    | \$ | 2,507.52  |
| BAILY LAMOUNTAIN              | 100726-L                    | \$ | 50.00     |
| CAITLYN COONS                 | 100726-L                    | \$ | 50.00     |
| CENTURYLINK QC                | 334014654/Oct26             | \$ | 66.00     |
| CENTURYLINK QC                | 334015245/Oct26             | \$ | 66.00     |
| CENTURYLINK QC                | 333931501/Oct26             | \$ | 127.00    |
| CIRCLE K/HOLIDAY              | 115109639                   | \$ | 117.89    |
| DANIEL SKOGLUND               | ROW26-033/REFUND            | \$ | 500.00    |
| ENTERPRISE FM TRUST           | FBN5765595                  | \$ | 34,184.07 |
| HAZARD CLASS LLC              | 02611                       | \$ | 4,350.00  |
| HOLIDAY STATIONSTORES LLC     | 027901102600                | \$ | 209.00    |
| HOME DEPOT CREDIT SERVICES    | 1091/6141199                | \$ | 59.76     |
| ICTV - Grand Rapids           | 5086                        | \$ | 5,000.00  |
| JUSTIN EDMUNDSON              | 100926                      | \$ | 110.00    |
| LAKE COUNTRY POWER            | 8705029400/Sep26            | \$ | 54.93     |
| LEAGUE OF MN CITIES INS TRUST | 26799, 26877, 26875         | \$ | 1,286.74  |
| LOFFLER COMPANIES INC         | 43225048                    | \$ | 447.80    |
| MARCO TECHNOLOGIES, LLC       | 592531644-L                 | \$ | 165.65    |
| MARCO TECHNOLOGIES, LLC       | INV15779750-G               | \$ | 13.00     |
| MINNESOTA MN IT SERVICES      | DV26090412                  | \$ | 467.35    |
| MN DEPT OF LABOR & INDUSTRY   | ALR0195105X                 | \$ | 145.00    |
| MN DEPT OF LABOR & INDUSTRY   | PS2609-0161                 | \$ | 2,687.77  |
| MN MUNICIPAL UTILITIES ASSOC  | 69838                       | \$ | 50.00     |
| MN STATE RETIREMENT SYSTEM-GR | NOVEMBER 2026 CLERICAL HCSP | \$ | 1,856.00  |
| NORTHERN CONTRACTING LLC      | SWP26-016 /REFUND           | \$ | 500.00    |
| NORTHERN DRUG SCREENING INC   | 17962                       | \$ | 155.00    |
| PUBLIC UTILITIES COMMISSION   | ST/LIGHTS/EFT/SEP26         | \$ | 8,439.64  |
| PUBLIC UTILITIES COMMISSION   | Yanmar/Sep26                | \$ | 9,931.77  |
| PUBLIC UTILITIES COMMISSION   | DACF/Sep26                  | \$ | 787.57    |
| PUBLIC UTILITIES COMMISSION   | Golf Crs/Sep26-G            | \$ | 2,987.88  |
| PUBLIC UTILITIES COMMISSION   | EDA/Sep26-E                 | \$ | 182.18    |

10/06/26 - 10/19/26

## CITY OF GRAND RAPIDS BILL LIST - OCTOBER 26, 2026

Item 2.

## Summary Report

|                             |                   |    |           |
|-----------------------------|-------------------|----|-----------|
| PUBLIC UTILITIES COMMISSION | Lib/Sep26-L       | \$ | 1,370.11  |
| PUBLIC UTILITIES COMMISSION | Fire Hall/Sep26   | \$ | 1,099.67  |
| PUBLIC UTILITIES COMMISSION | EV Chg/Sep26      | \$ | 99.40     |
| PUBLIC UTILITIES COMMISSION | PW/Sep26          | \$ | 8,628.04  |
| PUBLIC UTILITIES COMMISSION | Airport/Sep26-A   | \$ | 667.92    |
| PUBLIC UTILITIES COMMISSION | City Hall/Sep26   | \$ | 1,683.14  |
| PUBLIC UTILITIES COMMISSION | Kent Prop/Sep26-E | \$ | 23.15     |
| RICK BLAKE                  | 092426            | \$ | 270.56    |
| VISA                        | 6170/SEP26        | \$ | 1,761.19  |
| VISA                        | 8595/SEP26-E      | \$ | 50.99     |
| VISA                        | 9403/SEP26        | \$ | 1,392.53  |
| VISIT GRAND RAPIDS INC      | LDGTAX/JUL26      | \$ | 57,335.35 |
| WM CORPORATE SERVICES, INC  | 0137865-2808-6    | \$ | 3,389.64  |

**TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$ 157,635.36**

**TOTAL ALL DEPARTMENTS: \$ 362,529.23**



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 10/26/2026

**AGENDA ITEM:** Consider allowing the IT Department to donate retired equipment

**PREPARED BY:** Erik Scott

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### BACKGROUND:

The IT Department would like to donate retired equipment to PCs for People. PCs for People is a 501©(3) organization that takes retired technology equipment and either properly recycles or refurbishes the equipment for distribution to individuals, families, and nonprofits with low income to benefit from the life-changing impact of computers, internet, and digital skills.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the donation of retired equipment to PCs for People.

## Articles of Incorporation of Minnesota PCs for People

The undersigned incorporators, natural persons 18 years of age or older and citizens of the United States, in order to form a corporate entity under Minnesota Statutes, Chapter 317A, adopt the following articles of incorporation.

### ARTICLE I — NAME

The name of the corporation shall be PCs for People.

### ARTICLE II — REGISTERED OFFICE ADDRESS

The place in Minnesota where the principal office of the corporation is to be located at: 1481 Marshall Ave, St. Paul, MN 55104.

### ARTICLE III — PURPOSE

This corporation is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. To this end, the purpose of the corporation is:

- A. to provide technology and educational software to individuals who would otherwise not have this opportunity
- B. to refurbish and reuse end of lifecycle donated technology
- C. to educate citizens about technology through volunteering opportunities refurbishing computers, placing computers in homes and instruction about computer basics

All funds, whether income or principal, and whether acquired by gift or contribution or otherwise, shall be committed to said purposes.

### ARTICLE IV — EXEMPTION REQUIREMENTS

No part of the net earnings of the corporation shall inure to the benefit of, or be distributable to its members, trustees, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Three hereof. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

### ARTICLE V — MEMBERSHIP/BOARD OF DIRECTORS

The corporation shall have no voting members. The corporation shall have a Board of Directors, who shall manage the affairs of the corporation as defined by statute, this Article, and the corporation's bylaws. No Director shall have any right, title, or interest in or to any property of the corporation.

Furthermore, the corporation shall not lend any of its assets to any officer or Director of this corporation, or guarantee to any person the payment of a loan by an officer or Director of this corporation.

The corporation's initial Board of Directors shall be comprised of the following four persons:

Chairman - Andrew Elofson, 1522 South 4th Street Saint Peter, MN 56082

Vicechair - John Burns, 1215 N Broad Street, Mankato, MN 56002

Secretary - Carole Milner, 187 Lime Valley Drive Mankato, MN 56002

Treasurer – Casey Sorensen, 508 Prior Ave N, St. Paul, MN 55104

#### ARTICLE VI — PERSONAL LIABILITY

No member, officer or Director of this corporation shall be personally liable for the debts or obligations of this corporation of any nature whatsoever, nor shall any of the property of the members, officers or Directors be subject to the payment of the debts or obligations of this corporation.

#### ARTICLE VII - DURATION/DISSOLUTION

Upon the dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

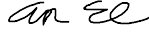
#### ARTICLE VIII – INCORPORATORS

The incorporators of this corporation are:

Casey Sorensen, 3030 Irving Ave S Apt 102, Minneapolis, MN 55402

Signature: \_\_\_Casey Sorensen\_\_\_ 

Andrew Elofson, 1522 South 4th Street Saint Peter, MN 56082

Signature: \_\_\_Andrew Elofson\_\_\_ 

In witness whereof, we have hereunto subscribed our names this day of April 15<sup>th</sup>, 2008.

Contact Person:

Casey Sorensen, [csorensen@pcsforpeople.com](mailto:csorensen@pcsforpeople.com), 507-351-6571



10-14-2026

| TYPE      | SERIAL #          | TYPE           | SERIAL #          |
|-----------|-------------------|----------------|-------------------|
| viewsonic | TJM150900241      | M720Q          | MJ0BGTMP          |
| S410      | RHA03S0695        | IE1002         | ISIE1002X204G0086 |
| E570      | PF0T5PXD          | IE1002         | ISIE1002X204G0092 |
| E570      | PF0T5SK1          | viewsonic      | TJM150900246      |
| P51       | PF0YQK6K          | P53s           | PF1X1TAC          |
| S410      | RK803S3526        | M720Q          | MJ0BGTMC          |
| S410      | RK803S3528        | p53s           | PF1X1TA8          |
| P52S      | R90V6FFCL         | IBR900-1200M-B | WA222100678900    |
| D03S      | 7546BZ1           | IBR900-1200M-B | WA222100678861    |
| M710S     | MJ06P19B          | IBR900-1200M-B | WA222100678784    |
| P330      | MJ08Z3CY          | IBR900-1200M-B | WA222200680959    |
| M710S     | MJ06P19N          | IBR900-1200M-B | WA222100678842    |
| M710S     | MJ06P199          | IBR900-1200M-B | WA222100678835    |
| M720Q     | MJ0F37ER          | IBR900-1200M-B | WA222200680953    |
| M720Q     | MJ0BGTTH          | IBR900-1200M-B | WC234900038605    |
| IE1002    | ISIE1002X204G0081 | IBR900-1200M-B | WA222100678879    |
| IE1002    | ISIE1002X204G0087 | IBR900-1200M-B | WA222200681007    |
| IE1002    | ISIE1002X204G0088 | IBR900-1200M-B | WA222200680980    |
| M720Q     | MJ0F37L6          | R920           | WC2342TB004815    |
| M70Q      | MJ0LJ9MD          | IBR900-1200M-B | WA222100678872    |
| P330      | MJ0BBM92          | IBR900-1200M-B | WA222100678850    |
| M720Q     | MJ0BGTPTZ         | IBR900-1200M-B | WA222100678874    |
| M720Q     | MJ0BGTPTB         | M720Q          | MJ0D6BE6          |
| M720Q     | MJ0BGTN1          | 2960G          | FOC1201U08E       |
| M720Q     | MJ0F37AP          | 2960G          | FOC1201U09M       |
| M720Q     | MJ0F37DB          | J9078A         | CN928ZF11Q        |
| M720Q     | MJ0F37QJ          | J9078A         | CN928ZF139        |
| M720Q     | MJ0D6BEB          | 3400E          | FCW1822H0AU       |
| M720Q     | MJ0BGTMTV         | DL360G9        | MXQ72809ZF        |
| M70Q      | MJ0LJ9EZ          | DL360G10       | MXQ90400DR        |
| M720Q     | MJ0BM7PQ          | DL360G10       | MXQ847049H        |
| M720Q     | MJ0F37N4          | RN3220         | 3HF6480V000C1     |
| M720Q     | MJ0F37PQ          | DL360G6        | MXQ92706X6        |
| M720Q     | MJ0BGTGX          | 2960X          | FCW2134A258       |
| M720Q     | MJ0D6BEK          | 2960S          | FOC1835Y21C       |
|           |                   | DL360G6        | MXQ92706X3        |
|           |                   | DL360G7        | MXQ13708XH        |



## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 26, 2026

**AGENDA ITEM:** Consider approving seasonal golf contractors

**PREPARED BY:** Tom Beaudry

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**BACKGROUND: SEE ATTACHED.**

Brian Daniels is a starter/ranger at Pokegama and Tom missed including him on the original request for action previously this year.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve Brian Daniels as a contractor for Pokegama Golf Course.



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 10/26/26

**AGENDA ITEM:** Consider signing cart storage agreement

**PREPARED BY:** Tom Beaudry

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### BACKGROUND:

50 golf carts are stored at 214 properties during the winter to keep them out of the elements. The golf course does not currently have storage space for this need.

### REQUESTED COUNCIL ACTION:

Consider signing storage agreement for 50 golf carts with 214 Properties, LLC. This is a budgeted item for payment of \$2,400.00 due within 30 days of signing.

**214 PROPERTIES, LLC**

Ryan Sutherland  
 34990 Hanna Road  
 Cohasset, MN 55721  
 218.360.1727

**STORAGE AGREEMENT**

This agreement is for leasing space to Occupant for the purpose of storing personal property and expressly incorporates all terms and conditions outlined below. By signing this agreement Occupant acknowledges having read the terms and conditions contained herein and agrees to be contractually bound hereby.

1. **TERM:** This agreement shall be for a term of ☒ Seasonal ☐ Monthly commencing October 26, 2026 and terminating June 1, 2027 for a total of \$2400.00. 214 PROPERTIES, LLC shall have no obligation to provide and prorate refunds in the event the premises are vacated by Occupant prior to the end of any month for which the rental payment has been paid. This rental agreement shall automatically terminate in the event the Occupant's default in payment or performance hereunder, subject only to prompt complete cure of any such default. If payments continue after term of lease has expired, this will be considered a month to month lease and all terms will apply.
2. **USE OF PREMISES:** Occupants use of the leased space is for purposes of personal storage only. Occupant may not store at the premises any items which would be injurious to the premises, or which would be in any way dangerous to persons or property in or around the premises. No items may be stored at the premises that would violate Owners premises insurance coverages, or cause Owners property insurance rates to increase. No explosives or highly flammable materials may be stored at the premises and the storage of any materials which are defined as toxic or hazardous under any federal, state or local law or ordinance is expressly prohibited with the exception of motor vehicles, recreational vehicles and other items containing fuel tanks. Occupant herewith expressly agrees to indemnify and hold 214 PROPERTIES, LLC harmless from and against any claims arising from any damage caused to another's property while storing or removing Occupants property.
3. **INSURANCE:** 214 PROPERTIES, LLC does not provide insurance coverage for any loss, from any cause, to any personal property owned by Occupant and stored at the premises. If Occupant desires insurance coverage, for Occupants personal property stored at the premises, Occupant must independently obtain such coverage at Occupants expense from Occupants own insurer. 214 PROPERTIES, LLC shall have no liability for any loss or damage to any property of Occupant stored at the premises caused by acts of third parties, by any forces of nature, or otherwise.
4. **OTHER:** Occupant agrees 214 PROPERTIES, LLC may move your items at the premises. Occupant shall leave keys with any vehicle.

Occupant's Signature: \_\_\_\_\_

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

Occupant's Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address: \_\_\_\_\_

Description of Property: 50 Golf Carts @ \$48.00 Each

214 Properties, LLC: \_\_\_\_\_

Date: 10/15/2026



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 26, 2026

**AGENDA ITEM:** Consider approving Maintenance – Winter (Public Works) rehires for the 2026-2027 Winter season.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

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### BACKGROUND:

The Public Works Department utilizes intermittent employees to assist with snow removal operations during the winter season. Staff is requesting approval to increase the hourly rate for the Maintenance – Winter (Public Works) position by \$1.00, from \$22.50 to \$23.50 per hour, effective October 26, 2026.

Staff recommends rehiring the following employees for the 2026–2027 winter season at the proposed rate of \$23.50 per hour. These employees will work on an as-needed basis from November 2, 2026, through April 23, 2027:

- Ricky Kraskey
- Roger Bumgarner
- Mike Holte
- Scott Holm
- Dan Wilson
- Anthony Rockwell
- Timothy Jobe

Mike Holte's seasonal position will be shared between the Civic Center and Public Works departments.

Staff also recommends rehiring Marlon Lewandowski for a Maintenance – Winter (Public Works) position at the proposed rate of \$23.50 per hour. He will work on an as-needed basis from November 16, 2026, through April 23, 2027.

All costs associated with these seasonal positions, including the proposed hourly rate increase, are included in the City's 2026 and 2027 budgets.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve the \$1.00 per hour increase for the Maintenance – Winter (Public Works) position, from \$22.50 to \$23.50 per hour, effective October 26, 2026, and approve the rehiring of the employees listed above for the 2026–2027 winter season at the proposed rate of pay and for the employment dates specified above.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 26, 2026

**AGENDA ITEM:** Consider approving Civic Center/Parks & Recreation hire for the 2026-2027 Winter season.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

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### BACKGROUND:

Dale Anderson is requesting approval to hire Peyton Emerson to work in a combination of the following seasonal positions:

- Arena Attendant I (Yanmar Arena)
- Warming House Attendant (Parks & Recreation)

Employment will begin October 27, 2026, and continue through no later than April 30, 2027. The hourly rate of pay will be \$15.50 for either position.

All costs associated with these seasonal positions are included in the City's 2026 and 2027 budgets.

### REQUESTED COUNCIL ACTION:

Approve the seasonal employment of Peyton Emerson in the Arena Attendant I and Warming House Attendant positions, effective October 27, 2026, at an hourly rate of \$15.50, with employment ending no later than April 30, 2027.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 26, 2026

**AGENDA ITEM:** Consider approving renewal contracts for City Website and Agenda & Meeting Management with CivicPlus (formerly Municode).

**PREPARED BY:**

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**BACKGROUND:**

CivicPlus purchased Municode in 2022. CivicPlus will be retiring the current platforms utilized by the City with a sunset date of June 2027. City staff is in the process of working on migration plans for moving service to the new platform.

Attached are the contracts for Agenda and Meeting Management-Select and Municipal Website Central. The annual cost is \$7,800 and \$5,300, respectively, for a total annual cost of \$13,100.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve renewal contracts for City Website and Agenda & Meeting Management with CivicPlus (formerly Municode).

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
Q-123667-1  
9/16/2026 8:41 PM  
10/1/2026

**Client:**

City of Grand Rapids, MN

**Bill To:**

GRAND RAPIDS CITY, MINNESOTA

| SALESPERSON     | Phone | EMAIL                                                                            | DELIVERY METHOD | PAYMENT METHOD |
|-----------------|-------|----------------------------------------------------------------------------------|-----------------|----------------|
| Lindsey McElroy |       | <a href="mailto:lindsey.mcelroy@civicplus.com">lindsey.mcelroy@civicplus.com</a> |                 | Net 30         |

## One-time(s)

| QTY  | PRODUCT NAME                                                  | DESCRIPTION                                                                                                                                                                                                     |
|------|---------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.00 | DNS and Domain Hosting Setup                                  | DNS and Domain Hosting Setup <a href="https://cityofgrandrapidsmn.com">https://cityofgrandrapidsmn.com</a>                                                                                                      |
| 1.00 | Municipal Websites Central: Migration Standard Implementation | Includes full setup and configuration of the approved website design                                                                                                                                            |
| 1.00 | Municipal Websites Central: Meeting Migration                 | All publicly available word / pdf formatted meetings and agendas migrated                                                                                                                                       |
| 1.00 | Municipal Websites Central: Content Migration                 | All publicly available non-time sensitive published content migrated while maintaining formatting. Spelling & Links check completed.                                                                            |
| 1.00 | Municipal Websites Central: Blended Training                  | Blended system training, online learning paired with access to a trainer for questions and learning reinforcement. Migration of the current year plus two previous years of simple meeting agendas and minutes. |

## Recurring Service(s)

| QTY  | PRODUCT NAME                                            | DESCRIPTION                                              |
|------|---------------------------------------------------------|----------------------------------------------------------|
| 1.00 | Municipal Websites Central: Starter Standard Annual Fee | Municipal Websites Central : Starter Standard Annual Fee |

| QTY  | PRODUCT NAME                                                        | DESCRIPTION                                                                                                      |
|------|---------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| 1.00 | Municipal Websites Central: Starter Hosting and Security Annual Fee | Municipal Websites Central: Module Based Hosting and Security Annual Fee                                         |
| 1.00 | Guardian Security (Cloudflare WAF/CDN)                              | Cloudflare Tier 1 WAF/CDN security protection                                                                    |
| 1.00 | DNS and Domain Hosting Annual Fee                                   | DNS and Domain Hosting Annual Fee: <a href="https://cityofgrandrapidsmn.com">https://cityofgrandrapidsmn.com</a> |
| 1.00 | SSL Management CivicPlus Provided                                   | SSL Management CivicPlus Provided: <a href="https://cityofgrandrapidsmn.com">https://cityofgrandrapidsmn.com</a> |
| 1.00 | Municipal Websites Central : Facilities Module Annual Fee           | Municipal Websites Central: Facilities Module Annual Fee                                                         |
| 1.00 | Municipal Websites Central : Jobs Module Annual Fee                 | Municipal Websites Central: Jobs Module Annual Fee                                                               |

|                                               |              |
|-----------------------------------------------|--------------|
| Total Investment - Prorated Year 1            | USD 5,300.00 |
| Annual Recurring Services (Subject to Uplift) | USD 5,300.00 |

Total Days of Quote:365

|                               |                                                             |
|-------------------------------|-------------------------------------------------------------|
| Initial Term                  | 10/1/2026 - 9/30/2027, Renewal Term 10/1 each calendar year |
| Initial Term Invoice Schedule | 100% Invoiced on Initial Term Start Date                    |

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-terminated to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement. This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/docs/civicplus-legal-stuff> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-123667-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client SignatureCivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**  
**CivicPlus Pricing**  
**Approval Date:**  
**Expires On:**

Statement of Work  
Q-125586-1  
9/18/2026 3:29 PM  
7/10/2026

**Client:**  
City of Grand Rapids, MN

**Bill To:**  
GRAND RAPIDS CITY, MINNESOTA

| SALESPERSON     | Phone | EMAIL                         | DELIVERY METHOD | PAYMENT METHOD |
|-----------------|-------|-------------------------------|-----------------|----------------|
| Lindsey McElroy |       | lindsey.mcelroy@civicplus.com |                 | Net 30         |

## One-time(s)

| QTY  | PRODUCT NAME                                      | DESCRIPTION                                                                                                                                                                                                                           |
|------|---------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.00 | AMM Select: Conversion Pro Premium Implementation | Includes config. of up to 6 existing meeting types, up to 6 existing boards, 1 approval workflow per existing meeting type, 1 existing staff report, access to 4h of group training, 1h of consulting and recorded training resources |
| 1.00 | AMM Select: Additional Board Configuration Fee    | Includes configuration of up to 5 additional boards                                                                                                                                                                                   |

## Recurring Service(s)

| QTY  | PRODUCT NAME                     | DESCRIPTION                                                                                                                                                                                                                                                |
|------|----------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1.00 | AMM Select: Pro Annual Fee       | AMM Select: Pro Annual Fee                                                                                                                                                                                                                                 |
| 1.00 | AMM Select: AI Editing Assistant | AI Editing Assistant is an optional AMMS feature that enables authorized users to enhance agenda and meeting content using integrated AI tools to generate, summarize, rewrite, or polish text in fields like item descriptions, fiscal info, and minutes. |

|                                               |              |
|-----------------------------------------------|--------------|
| Total Investment - Prorated Year 1            | USD 7,800.00 |
| Annual Recurring Services (Subject to Uplift) | USD 7,800.00 |

Total Days of Quote:366

|                               |                                                           |
|-------------------------------|-----------------------------------------------------------|
| Initial Term                  | 6/1/2027 - 5/31/2028, Renewal Term 6/1 each calendar year |
| Initial Term Invoice Schedule | 100% Invoiced on Initial Term Start Date                  |

The Annual Recurring Services subscription fee for the Products (as described above) included in this SOW are prorated and co-termed to align with the Client's current billing schedule and the Annual Recurring Services amount will subsequently be added to Client's Term and regularly scheduled annual invoices under the terms of the Agreement. This Statement of Work ("SOW") shall be subject to the terms and conditions of Master Services Agreement signed by and between the Parties and the applicable Solutions and Services Terms and Conditions located at: <https://www.civicplus.help/docs/civicplus-legal-stuff> (collective, the "Agreement"). By signing this SOW, Client expressly agrees to the terms and conditions of the Agreement, as though set forth herein.

Please note that this document is a SOW and not an invoice. Upon signing and submitting this SOW, Client will receive the applicable invoice according to the terms of the invoicing schedule outlined herein.

Client may issue purchase orders for its internal, administrative use only, and not to impose any contractual terms. Any terms contained in any such purchase orders issued by the Client are considered null and will not alter the Binding Terms, the Agreement or this SOW.

**Acceptance of Quote # Q-125586-1**

The undersigned acknowledges having read, understood, and agreed to be bound by the binding terms and conditions incorporated into this SOW. This SOW shall become effective as of the date of the last signature below ("Effective Date").

For CivicPlus Billing Information, please visit <https://www.civicplus.com/verify/>

Authorized Client SignatureCivicPlus

By (please sign):

By (please sign):

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

Organization Legal Name:

Billing Contact:

Title:

Billing Phone Number:

Billing Email:

Billing Address:

Mailing Address: (If different from above)

PO Number: (Info needed on Invoice (PO or Job#) if required)

## CivicPlus Master Services Agreement

This Master Services Agreement (this “Agreement”) governs all Statements of Work (“SOW”) entered into by and between CivicPlus, LLC (“CivicPlus”) and the City of Grand Rapids, identified on the SOW (“City of Grand Rapids”). This Agreement governs the use and provision of any Services purchased by City of Grand Rapids, as described in any signed SOW, and the effective date of this Agreement shall commence on the date of signature of the SOW (“Effective Date”). If a SOW has not been executed, then the Effective Date shall be determined as the start date of implementation of any software solution by CivicPlus for City of Grand Rapids. CivicPlus and City of Grand Rapids referred to herein individually as “Party” and jointly as “Parties”.

### Recitals

**I. WHEREAS**, CivicPlus is engaged in the business of developing and providing access to proprietary community engagement and government content, workflow, and general management software solutions, platforms and associated services (the “Services”); and

**II. WHEREAS**, the City of Grand Rapids wishes to engage CivicPlus for the procurement of the Services and/or receive a license subscription for the ongoing use of the Services, as set forth in the SOW;

**NOW, THEREFORE**, the City of Grand Rapids and CivicPlus agree as follows:

### Agreement

#### Term & Termination

1. This Agreement shall commence on the Effective Date and shall remain in full force and effect for as long as any SOW is in effect between CivicPlus and City of Grand Rapids, or Services are being provided by CivicPlus to City of Grand Rapids, unless terminated in accordance with this §1 or as otherwise provided in this Agreement (the “Term”). Either Party may terminate this Agreement or any SOW as set forth in such SOW, or at its discretion, effective immediately upon written notice to the other Party, if the other Party materially breaches any provision of this Agreement and does not substantially cure the breach within thirty (30) days after receiving notice of such breach. A delinquent City of Grand Rapids account remaining past due for longer than 90 days is a material breach by City of Grand Rapids and is grounds for CivicPlus termination. CivicPlus reserves the right to withhold, remove and/or discard City of Grand Rapids Data without notice for any breach, including, without limitation, City of Grand Rapids’ non-payment. Upon termination for City of Grand Rapids’ breach, City of Grand Rapids’ right to access or use City of Grand Rapids Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any City of Grand Rapids Data.

2. Upon termination of this Agreement or any SOW for any reason, (a) the licenses granted for such relevant SOW by §11 below will terminate and City of Grand Rapids shall cease all use of the CivicPlus Property and Services associated with the terminated SOW and (b) any amounts owed to CivicPlus for work performed prior to termination shall immediately become due in full and payable. If City of Grand Rapids has paid in advance for the Services, and this Agreement terminates due to material breach of this Agreement by CivicPlus, CivicPlus shall refund City of Grand Rapids

a prorated amount of any amount already paid. Upon termination by City of Grand Rapids for convenience or due to material breach by City of Grand Rapids, in addition to any remedy provided in this Agreement or provided in law or equity, CivicPlus shall be entitled to retain any amounts already paid. Sections 7, 8, 10, 14, 15, 18, 32 -34, 40, and 42 will survive any expiration or termination of this Agreement.

3. At any time during the Term, CivicPlus may, immediately upon notice to City of Grand Rapids, suspend City of Grand Rapids and any of its Users access to any Service due to a threat to the technical security or technical integrity of the Services.

## Invoicing & Payment Terms

4. City of Grand Rapids will pay the amounts owed to CivicPlus for the development and implementation of the City of Grand Rapids' Services, as defined in the SOW ("Project Development"), subscription and licensing, and annual hosting, support and maintenance services ("Annual Recurring Services") in accordance with the payment schedule set forth on the applicable SOW. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet that is required to be filled out and submitted by City of Grand Rapids (the "Contact Sheet"). City of Grand Rapids shall provide accurate, current and complete information of City of Grand Rapids' legal business name, address, email address, and phone number in the Contact Sheet upon submission of a signed SOW. City of Grand Rapids will maintain and promptly update the Contact Sheet information if it should change. Upon City of Grand Rapids' request, CivicPlus will mail hard-copy invoices for a \$5.00 convenience fee to be added to the mailed invoice.

5. Each SOW will state the amount of days from date of invoice payment is due. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or the maximum rate permitted by applicable law, whichever is less, will be added to past due accounts from due date until paid. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s). If the City of Grand Rapids' account exceeds 60 days past due, support will be discontinued until the City of Grand Rapids' account is made current. If the City of Grand Rapids' account exceeds 90 days past due, CivicPlus may suspend in progress Project Development and Annual Recurring Services will be discontinued, and the City of Grand Rapids will no longer have access to the Services until the City of Grand Rapids' account is made current. City of Grand Rapids will be given 15 days' notice prior to discontinuation of Services for non-payment.

6. During the performance of Project Development, if City of Grand Rapids requests a change that requires repeated efforts to previously approved work product and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, resource hours, consultant fees, City of Grand Rapids does not show up for scheduled meetings or trainings), City of Grand Rapids agrees to reimburse CivicPlus for such additional expenses. CivicPlus shall notify City of Grand Rapids prior to incurring such expenses and shall only incur those expenses which are approved by City of Grand Rapids.

## Ownership & Content Responsibility

7. Upon full and complete payment of amounts owed for Project Development under the applicable SOW, City of Grand Rapids will own any website graphic designs, Services content, module content, importable/exportable data, and archived information ("City of Grand Rapids Content") created by CivicPlus on behalf of City of Grand Rapids pursuant to this Agreement. "City of Grand Rapids Content" also includes, without limitation, any elements of text, graphics, images, photos, audio, video, designs, artworks, logos, trademarks, services marks, and other materials or content which City of Grand Rapids provides to CivicPlus for processing, transmission, storage, or inputs into any website, software or module in connection with any Services. City of Grand Rapids Content excludes any content in the public domain and any content owned or licensed by CivicPlus, whether in connection with providing Services or otherwise.

8. Upon completion of the Project Development, City of Grand Rapids will take over the management and control of

the Services and City of Grand Rapids will assume full responsibility for City of Grand Rapids Content maintenance and administration. City of Grand Rapids, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all City of Grand Rapids Content. City of Grand Rapids hereby grants CivicPlus a worldwide, non-exclusive right and license to reproduce, distribute and display the City of Grand Rapids Content as necessary to provide the Services. City of Grand Rapids represents and warrants that City of Grand Rapids owns all City of Grand Rapids Content or that City of Grand Rapids has permission from the rightful owner to use each of the elements of City of Grand Rapids Content and that City of Grand Rapids has all rights necessary for CivicPlus to use the City of Grand Rapids Content in connection with providing the Services. City of Grand Rapids agrees that CivicPlus shall not be responsible or liable for the content of messages created by City of Grand Rapids or by City of Grand Rapids' Users or end-users who access Service. Notwithstanding the foregoing, CivicPlus retains the right, but not the obligation, to remove any City of Grand Rapids Content that is libelous, harassing, abusive, fraudulent, defamatory, excessively profane, obscene, abusive, hate related, violent, harmful to minors, that advocates racial or ethnic intolerance, intended to advocate or advance computer hacking or cracking, or other material, products or services that violate or encourage conduct that would violate any laws or third-party rights.

9. At any time during the term of the applicable SOW, City of Grand Rapids will have the ability to download the City of Grand Rapids Content and export the data that is processed through the Services ("City of Grand Rapids Data"). City of Grand Rapids may request CivicPlus to perform the export of City of Grand Rapids Data and provide the City of Grand Rapids Data to City of Grand Rapids in a commonly used format, at any time, for a fee to be quoted at time of request and approved by City of Grand Rapids. Upon termination of the applicable SOW for any reason, whether or not City of Grand Rapids has retrieved or requested the City of Grand Rapids Data, CivicPlus reserves the right to permanently and definitively delete the City of Grand Rapids Content and City of Grand Rapids Data held in the Services thirty (30) days following termination of the applicable SOW. During the thirty (30) day period following termination of the SOW, regardless of the reason for its termination, City of Grand Rapids will not have access to the Services.

10. Intellectual Property in the software or other original works created by or licensed to CivicPlus, including all software source code, documents, and materials used in performing the Services ("CivicPlus Property") will remain the property of CivicPlus. CivicPlus Property specifically excludes City of Grand Rapids Content. City of Grand Rapids shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way, except as specifically provided in the applicable SOW; (ii) adapt, alter, modify or make derivative works based upon any CivicPlus Property; (iii) create internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or internet-based device that may allow third party entities, other than City of Grand Rapids, to use the Services; (iv) reverse engineer, decompile, disassemble or otherwise attempt to obtain the software source code to all or any portion of the Services; (v) make any attempt to gain unauthorized access to the Services and/or any of CivicPlus' systems or networks; or (vi) access any CivicPlus Property in order to: (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them outside of the licenses set forth in this Agreement.

11. Provided City of Grand Rapids complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in §10, CivicPlus hereby grants City of Grand Rapids a limited, nontransferable, nonexclusive, non-assignable license to access and use the CivicPlus Property associated with any valid and effective SOW, for the term of the respective SOW. The license set forth herein, shall only apply to the extent that City of Grand Rapids is using the Services for legitimate business use as intended by the purpose of the Services and not for the purpose of comparing the Services to a competitor or similar product of CivicPlus. City of Grand Rapids hereby warrants and affirms its purpose in accessing or otherwise using the Services is for their intended purpose only and understands and agrees that any other use shall be considered fraud.

12. All CivicPlus helpful information and user's guides for the Services ("Documentation") are maintained and updated electronically by CivicPlus and can be accessed through the CivicPlus "Help Center". CivicPlus does not provide paper copies of its Documentation. City of Grand Rapids and its Users are granted a limited license to access Documentation as needed. City of Grand Rapids shall not copy, download, distribute, or make derivatives of the Documentation.

13. City of Grand Rapids acknowledges that CivicPlus may continually develop, alter, deliver, and provide to the City of Grand Rapids ongoing innovation to the Services, in the form of new features and functionalities. CivicPlus reserves the right to modify the Services from time to time. Any modifications or improvements to the Services listed on the SOW will be provided to the City of Grand Rapids at no additional charge. In the event that CivicPlus creates new products or significant enhancements to the Services ("New Services"), and City of Grand Rapids desires these New Services, then City of Grand Rapids will have to pay CivicPlus the appropriate fee for the access to and use of the New Services. CivicPlus shall use its reasonable best efforts to provide workarounds in the event any modification to the Services causes City of Grand Rapids to lose substantial functionality of the Services.

14. CivicPlus in its sole discretion, may utilize all comments and suggestions, whether written or oral, furnished by City of Grand Rapids to CivicPlus in connection with its access to and use of the Services (all reports, comments and suggestions provided by City of Grand Rapids hereunder constitute, collectively, the "Feedback"). City of Grand Rapids hereby grants to CivicPlus a worldwide, non-exclusive, irrevocable, perpetual, royalty-free right and license to incorporate the Feedback in the CivicPlus products and services.

## Indemnification

15. CivicPlus will defend at its expense or settle any third-party claim against City of Grand Rapids alleging that the Services provided under this Agreement infringe intellectual property rights. CivicPlus will pay infringement claim defense costs, CivicPlus-negotiated settlement amounts, and damages finally awarded by a court. CivicPlus has no obligation for any claim of infringement arising from City of Grand Rapids' use of the Services for purposes not contemplated by this Agreement. CivicPlus's indemnification obligations under this Section 15 are conditioned upon the City of Grand Rapids (i) promptly notifying the CivicPlus of any claim in writing; (ii) cooperating with CivicPlus in the defense of the claim; and (iii) granting CivicPlus sole control of the defense or settlement of the claim. The indemnification obligations of CivicPlus herein shall not apply to any claims of intellectual property infringement related to City of Grand Rapids Content.

## Responsibilities of the Parties

16. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the Service received by the City of Grand Rapids.

17. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by City of Grand Rapids or any entity employed/contracted on the City of Grand Rapids' behalf. During Project Development, City of Grand Rapids will be responsive and cooperative with CivicPlus to ensure the Project Development is completed in a timely manner.

18. City of Grand Rapids agrees that it is solely responsible for the end-user's personal data that City of Grand Rapids decides to solicit, collect, store, or otherwise use in connection with any Service provided by CivicPlus. City of Grand Rapids understands and agrees that CivicPlus provides certain solutions with increased security measures for the

solicitation and storage of any sensitive data, and it is City of Grand Rapids' responsibility to determine whether the data it solicits and collects should be stored in such solutions. City of Grand Rapids understands and agrees that CivicPlus does not have knowledge or control over what type of data City of Grand Rapids solicits therefore CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the Services or the consequences of the solicitation, collection, storage, or other use by City of Grand Rapids or by any third party of any personal data. City of Grand Rapids has the sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. City of Grand Rapids shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party's intellectual property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.

19. City of Grand Rapids is responsible for all activity that occurs under City of Grand Rapids's accounts by or on behalf of City of Grand Rapids. City of Grand Rapids agrees to (a) be solely responsible for all designated and authorized individuals chosen by City of Grand Rapids ("User") activity, which must be in accordance with this Agreement and the CivicPlus Terms of Use; (b) be solely responsible for City of Grand Rapids Data; (c) obtain and maintain during the term all necessary consents, agreements and approvals from end-users, individuals or any other third parties for all actual or intended uses of information, data or other content City of Grand Rapids will use in connection with the Services; (d) use commercially reasonable efforts to prevent unauthorized access to, or use of, any User's log-in information and the Services, and notify CivicPlus promptly of any known unauthorized access or use of the foregoing; (e) use commercially reasonable efforts to prevent unauthorized access to or use of the Services and CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of the Services and/or CivicPlus Property and any loss or theft or unauthorized use of any n User's password or username and/or personal information; and (f) use the Services only in accordance with applicable laws and regulations.

20. The Parties shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use and provision of any of the Services or CivicPlus Property.

21. CivicPlus shall not be responsible for any act or omission of any third-party vendor or service provider that City of Grand Rapids has selected to integrate any of its Services with.

22. City of Grand Rapids understands that CivicPlus must fastidiously allocate resources across all of its Customers and specifically reserves necessary resources for City of Grand Rapids' Project Development. If any professional services, such as consulting or training, purchased by City of Grand Rapids are not used during the Project Development phase solely due to the inaction or unresponsiveness of City of Grand Rapids, then these services shall expire 30 days after completion of Project Development. The City of Grand Rapids may re-schedule any unused professional services during this 30-day period as mutually agreed upon by the Parties. Any professional services that have not been used or rescheduled shall be marked as complete and closed upon the expiration of the 30-day period.

## Data Security

23. CivicPlus shall, at all times, comply with the terms and conditions of its [Privacy Policy](#). CivicPlus will maintain commercially reasonable administrative, physical, and technical safeguards designed to protect the security and confidentiality of City of Grand Rapids Data. CivicPlus will not modify City of Grand Rapids Data or disclose City of Grand Rapids Data, except (a) in order to provide the Services; (b) to prevent or address service or technical problems in connection with support matters; (c) as specifically directed or expressly permitted in writing by City of Grand Rapids, (d) in compliance with our [Privacy Policy](#); or (f) if compelled by law. Notwithstanding the foregoing, CivicPlus reserves the right to delete, suspend, or block known malicious accounts without City of Grand Rapids authorization. City of Grand Rapids understands that CivicPlus has no obligation to provide the Services or maintain the City of Grand Rapids Data, information or other material if City of Grand Rapids' accounts are past due and unpaid as set forth in this Agreement.

24. City of Grand Rapids acknowledges and agrees that CivicPlus utilizes third-party service providers to host and provide the Services and store City of Grand Rapids Data and the protection of such data will be in accordance with such third party's safeguards for the protection and the security and confidentiality of City of Grand Rapids' Data. Notwithstanding anything to the contrary, CivicPlus shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and related systems and technologies (including, without limitation, information concerning City of Grand Rapids Data and data derived therefrom), and CivicPlus will be free (during and after the term hereof) to use such information and data to improve and enhance the Services and for other development, diagnostic and corrective purposes in connection with the Services and other CivicPlus offerings.

25. CivicPlus may offer City of Grand Rapids the ability to use third-party applications in combination with the Services. Any such third-party application will be subject to acceptance by City of Grand Rapids. In connection with any such third-party application agreed to by City of Grand Rapids, City of Grand Rapids acknowledges and agrees that CivicPlus may allow the third-party providers access to City of Grand Rapids Data as required for the interoperation of such third-party application with the Services. The use of a third-party application with the Services may also require City of Grand Rapids to agree to a separate agreement or terms and conditions with the provider of the third-party application, which will govern City of Grand Rapids' use of such third-party application.

26. In the event of a security breach due to the sole negligence, malicious actions, omissions, or misconduct of CivicPlus, CivicPlus, as the data custodian, will comply will all remediation efforts as required by applicable federal and state law.

## CivicPlus Support

27. CivicPlus will use commercially reasonable efforts to perform the Services in a manner consistent with applicable industry standards, including maintaining Services availability 24 hours a day, 7 days a week with 99.9% uptime. City of Grand Rapids will have 24/7 access to the online CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to review use articles, software best practices, receive maintenance release notes, as well as submit and monitor omni-channel support tickets and access solution specific support contact methods (<https://www.civicplus.help/hc/en-us/requests/new>).

28. CivicPlus provides live support engineers based in the domestic United States to respond to basic questions concerning use and configuration, to diagnose software code-related errors, and proactively identify potential systems issues. CivicPlus support engineers serve a preliminary function in the agile development process and escalate defects to software developers or architects for remediation. For security purposes, CivicPlus support engineers are not permitted to modify user accounts, and permissions nor distribute access outside of accounts established by means of a support interaction for testing. City of Grand Rapids delegated Users may receive tutorials and guidance on account modifications but will perform the action themselves.

29. CivicPlus support hours span between the hours of 7 am to 7 pm CST, but may vary by product. City of Grand Rapids may access the CivicPlus Help Center ([civicplus.help](https://www.civicplus.help)) to obtain each product's support hours. After hours support is available by toll- free phone call only. Non-emergency support requested outside of support hours will be subject to additional fees, such fees will be quoted to City of Grand Rapids at the time of the request and will be subject to City of Grand Rapids acceptance and invoiced the next business day following the non-emergency support. CivicPlus shall have the sole discretion to determine in good faith whether support requests qualify as an emergency, exceed reasonable use or are outside the scope of services outlined in any SOW.

30. If a reported problem cannot be solved during the first support interaction, City of Grand Rapids will be provided a ticket number that will be used as communication method throughout ticket escalation until a solution is provided. Support service does not include support for errors caused by third party products or applications for which CivicPlus is not

responsible.

## Marketing

31. City of Grand Rapids hereby authorizes CivicPlus to include CivicPlus's name and logo inconspicuously within the City of Grand Rapids' instance of the Services. City of Grand Rapids may publicly refer to itself as a City of Grand Rapids of the CivicPlus Services, including on City of Grand Rapids' website and in sales presentations. Notwithstanding the foregoing, each Party hereby grants the other a limited, worldwide, license to use the other's logo in conformance with such Party's trademark usage guidelines and solely for the purposes of providing the Services. In no event will either Party issue a press release publicly announcing this relationship without the approval of the other Party, such approval not to be unreasonably withheld.

## Limitation of Liability

32. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the amounts paid by City of Grand Rapids for the Annual Recurring Services in the year prior to such claim of liability.

33. In no event will CivicPlus be liable to City of Grand Rapids for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

34. The liabilities limited by Section 32 and 33 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if City of Grand Rapids is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if City of Grand Rapids' remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

## Warranties and Disclaimer

35. Each person signing the SOW, or otherwise agreeing to the terms of this Agreement, represents and warrants that he or she is duly authorized and has legal capacity to execute and bind the respective Party to the terms and conditions of the SOW and this Agreement. Each Party represents and warrants to the other that the execution and delivery of the SOW and the performance of such Party's obligations thereunder have been duly authorized and that this Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms. City of Grand Rapids represents and warrants that City of Grand Rapids has not provided any false information to gain access to the Service and that City of Grand Rapids' billing information provided on the Contact Sheet is correct; and it has all necessary rights in the City of Grand Rapids Content to permit City of Grand Rapids' use of the Service and to grant the licenses contained in this Agreement without infringing the intellectual property or other rights of any third parties, violating any applicable laws, or violating the terms of any license or agreement to which it is bound.

36. CivicPlus warrants that the Services will perform substantially in accordance with documentation and marketing proposals, and free of any material defect. CivicPlus warrants to the City of Grand Rapids that, upon notice given to CivicPlus of any defect in design or fault or improper workmanship, CivicPlus will remedy any such defect. CivicPlus makes no warranty regarding, and will have no responsibility for, any claim arising out of: (i) a modification of the Services made by anyone other than CivicPlus, even in a situation where CivicPlus approves of such modification in writing; or (ii) use of the Services in combination with a third-party service, web hosting service, or server not authorized by CivicPlus.

37. The Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by CivicPlus or by third-party providers, or because of other causes beyond CivicPlus's reasonable control, but CivicPlus shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption. HOWEVER, SERVICE PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT FOR THE EXPRESS WARRANTIES IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS" AND CIVICPLUS HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM A PRIOR COURSE OF DEALING.

38. EACH PROVISION OF THIS AGREEMENT THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS OF THIS AGREEMENT BETWEEN THE PARTIES. THIS ALLOCATION IS REFLECTED IN THE PRICING OFFERED BY

CIVICPLUS TO CITY OF GRAND RAPIDS AND IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN THE PARTIES. EACH OF THESE PROVISIONS IS SEVERABLE AND INDEPENDENT OF ALL OTHER PROVISIONS OF THIS AGREEMENT.

## Force Majeure

39. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, pandemic, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civil disturbance, riot, war, national emergency, act of public enemy, internet service provider failure or delay, third party application failure, denial of service attack, or other cause of similar or dissimilar nature beyond its control.

## Taxes

40. The amounts owed for the Services exclude, and City of Grand Rapids will be responsible for, all sales, use, excise, withholding and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental entity in connection with the Services (excluding taxes based solely on CivicPlus's income). If the City of Grand Rapids is tax-exempt, the City of Grand Rapids must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by City of Grand Rapids under this Agreement will not be taxed. If such exemption certificate is challenged or held invalid by a taxing authority then City of Grand Rapids agrees to pay for all resulting fines, penalties and expenses.

## Other Documents

41. This Agreement, including all exhibits, amendments, and addenda hereto and all SOWs, constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement or any SOW will be effective unless in writing and signed by each Party. However, to the extent of any conflict or inconsistency between the provision in the body of this Agreement and any exhibit, amendment, or addenda hereto or any SOW, the terms of such exhibit, amendment, addenda or SOW will prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in a City of Grand Rapids purchase order or other order documentation (excluding SOWs) will be incorporated into or form any part of this Agreement, all such terms or conditions will be null and void, unless such term is to refer and agree to this Agreement.

## Interlocal Purchasing Consent/ Cooperative Purchasing

42. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus's sole discretion, this Agreement and any SOW may be extended to any public entity in City of Grand Rapids' home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

43. To the extent permitted by law, the terms of this Agreement and set forth in one or more SOW(s) may be extended for use by other local government entities upon execution of a separate agreement, SOW, or other duly signed writing by and between CivicPlus and such entity, setting forth all of the terms and conditions for such use, including applicable fees and billing terms.

## Miscellaneous Provisions

44. The invalidity or unenforceability, in whole or in part, of any provision of this Agreement shall not void, affect the validity or enforceability of any other provision of this Agreement.
45. The Parties negotiated this Agreement with the opportunity to receive the aid of counsel and, accordingly, intend this Agreement to be construed fairly, according to its terms, in plain English, without constructive presumptions against the drafting Party. The headings of Sections of this Agreement are for convenience and are not to be used in interpreting this Agreement. As used in this Agreement, the word “including” means “including but not limited to.”
46. The Parties will use reasonable, good faith efforts to resolve any dispute between them in good faith prior to initiating legal action.
47. This Agreement and any SOW, to the extent signed and delivered by means of a facsimile machine or electronic mail, shall be treated in all manner and respects as an original agreement or instrument and shall be considered to have the same binding legal effect as if it were the original signed version thereof delivered in person. The Parties agree that an electronic signature is the legal equivalent of its manual signature on this Agreement and any SOW. The Parties agree that no certification authority or other third party verification is necessary to validate its electronic signature and that the lack of such certification of third party verification will not in any way affect the enforceability of the Parties’ electronic signature or any resulting agreement between CivicPlus and City of Grand Rapids.
48. Due to the rapidly changing nature of software as a service and digital communications, CivicPlus may unilaterally update this Agreement from time to time. In the event CivicPlus believes such change is a material alteration of the terms herein, CivicPlus will provide City of Grand Rapids with written notice describing such change via email or through its website. City of Grand Rapids’ continued use of the Services following such updates constitutes City of Grand Rapids’ acceptance of the same. In the event City of Grand Rapids rejects the update to the terms herein, City of Grand Rapids must notify CivicPlus of its objection within ten (10) days receipt of notice of such update.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 26, 2026

**AGENDA ITEM:** Consider adopting a resolution in support of sustaining Deputy Registrar offices and enact a permanent state revenue sharing fund for Deputy Registrars.

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

The City has received a request from ODC, Motor Vehicle Office, requesting support for a passage of resolution for Revenue Sharing with the State of MN. *This does not raise a cost for local governments to adopt this measure.* It merely sends the message that locality wants our legislature to act on revenue sharing in the upcoming legislative session.

Noted in the request: “As a private office, we are not subsidized by any local funds. It is becoming harder with rising costs, to remain open, with only filing fee revenue, absent of any local subsidy. There are dangers of more permanent office closures if the legislature fails to act. This would result in a lost community asset and local jobs.”

### REQUESTED COUNCIL ACTION:

Make a motion to adopting a resolution in support of sustaining Deputy Registrar offices and enact a permanent state revenue sharing fund for Deputy Registrars.

RESOLUTION NO. 26-

A RESOLUTION IN SUPPORT OF SUSTAINING DEPUTY REGISTRAR OFFICES AND ENACT A PERMANENT STATE REVENUE SHARING FUND FOR DEPUTY REGISTRARS.

**WHEREAS**, the State of Minnesota has a responsive and well-established network of locally operated deputy registrars acting as independent agents for the benefit of our citizens and the State, who are appointed and regulated by the Minnesota Department of Public Safety; and,

**WHEREAS**, the State of Minnesota in 1949 established a filing fee on motor vehicle-related transactions to be retained by the deputy registrar office as their only income to pay for all their associated costs in providing this vital local service on the State's behalf; and,

**WHEREAS**, increasing costs borne by any office include but are not limited to basic inflation, salaries, training, insurance, rent, security, bank fees, utilities, furnishings, phones, computers, IT infrastructure, scanners, copiers, paper and toner cartridges, postage; and,

**WHEREAS**, the Department of Public Safety has transferred 40% of their data entry work onto deputy registrars without due compensation for these additional time-consuming tasks; and,

**WHEREAS**, the Department of Public Safety has aggressively marketed their exclusive online and mail-in service options to the public which also captures any filing fee in direct competition with deputy registrar offices who depend upon that revenue for their own local sustainability; and,

**WHEREAS**, increased costs to provide local services, exacerbated by competition and expanded new duties both caused by the State, now routinely outpace the filing fee income realized by any deputy registrar office and causing 6 permanent local office closures statewide since 2021; and,

**WHEREAS**, annual shortages incurred by public deputy offices are now consistently being subsidized by their local governments to remain open, while private deputy offices without this ability are forced to seek alternative lines of credit elsewhere to remain operational; and,

**WHEREAS**, a 2022 State commissioned independent expert review (*King report*) specifically calls on the State to share 25-50% of all filing fee revenue derived from the Department's online and mail-in transactions with all local deputy registrar offices, and a subsequent State commissioned study from 2024 (*Berry-Dunn report*) also reinforced the overall need to develop a more sustainable revenue model for deputy registrars to remain operational.

**NOW, THEREFORE, BE IT RESOLVED** the City of Grand of Itasca County, Minnesota requests that the 2027 State Legislature recognize the critical need to sustain deputy registrar offices and to enact a permanent state revenue sharing fund for deputy registrars, sourced with 50% of the existing filing fee revenue captured by the Department of Public Safety from their online and mail-in transactions to be disbursed quarterly among all deputy offices in Minnesota.

Adopted this 28<sup>th</sup> day of September 2026.

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Tasha Connelly, Mayor

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Kimberly 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:** October 26, 2026

**AGENDA ITEM:** Consider approving a letter of support to Mesabi Metallica related to State leases

**PREPARED BY:** Rick Blake, City Council Member

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**BACKGROUND:**

Attached is a draft letter of support with a lot of detail.

**REQUESTED COUNCIL ACTION:**

Make a motion approving a letter of support to Mesabi Metallica.



October 26, 2026

Commissioner Strommen  
Minnesota Department of Natural Resources  
Division of Lands and Minerals  
500 Lafayette Road  
St. Paul, MN 55155

Re: Request for Termination of Cleveland-Cliffs' State Mineral Leases at Nashwauk

Dear Commissioner Strommen,

On behalf of the City of Grand Rapids, we request that the DNR terminate the 30 Nashwauk Leases held by Cleveland-Cliffs (Cliffs).

Background: In 2023, the DNR bypassed competitive bidding to award Cliffs these leases specifically because Cliffs controlled adjacent private mineral leases (the "GPIOP Leases") a fact the DNR and Cliffs both stated made it "impracticable" for anyone else to mine the state ore. Cliffs promised rapid development, including infrastructure tied directly to the GPIOP-leased land.

What's changed: In October 2023, Cliffs lost the GPIOP Leases through arbitration, a decision upheld through the Minnesota courts, with a final judgment entered March 4, 2026. Without that adjacent land, Cliffs — by its own and the DNR's prior logic — can no longer practicably mine the state ore. Cliffs has since taken no meaningful steps toward development, submitted no viable mine plan, and idled production at Hibbing Taconite with major layoffs.

Why must the DNR act: As trustee for the Permanent School Fund, Permanent University Fund, and local districts, the DNR has a fiduciary duty to maximize trust revenue — a duty violated by letting valuable ore sit undeveloped for years.

The legal grounds for termination include: (1) breach of express lease covenants requiring active, skillful mining; (2) frustration of purpose, since the entire basis for the lease (adjacent land control) no longer exists; (3) breach of the implied covenant to reasonably develop leased minerals; and (4) potential fraudulent inducement, citing internal Cliffs communications from related antitrust litigation suggesting Cliffs sought the leases to block competitors rather than to mine.

Mesabi Metallics, by contrast, now controls the adjacent land, has permits in hand, and is set to begin mining this year — offering an estimated \$200 million in royalties and taxes over the next decade.

Our requests to the DNR are as follows:

- 1.) Issue formal notice terminating Cliffs' Nashwauk Leases for non-performance.
- 2.) Open a negotiated process to re-award the leases to Mesabi Metallics.
- 3.) Notify trust fund trustees of ongoing revenue losses caused by Cliffs' inaction.

Respectfully,

Tasha Connelly, Mayor

cc:

Governor Walz

Lieutenant Governor Flanagan

Minnesota Attorney General's Office

Minnesota Secretary of State's Office

Minnesota State Auditor's Office

Trustees, Minnesota Permanent School Fund

Trustees, University of Minnesota Permanent University Fund

Iron Range Delegation, Minnesota Senate and House of Representatives



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 26, 2026

**AGENDA ITEM:** Consider Grand Rapids Area Library 2027 Hours and Library Public Services Clerk I Position.

**PREPARED BY:** Chery Pierzina, Human Resources Officer

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### BACKGROUND:

In 2026, the City made the difficult decision to reduce operating hours at the Grand Rapids Area Library, due to funding constraints. The reduction was met with considerable concern from the community, prompting fundraising and donation efforts to restore and expand library services.

Thanks to a successful fundraising campaign and the generosity of community members, additional funding is anticipated to support expanded library hours in 2027. Library Director Amy Dettmer will present the following proposed operating hours to the Library Board for consideration at its November 18, 2026, meeting:

- **January 4 – May 28**  
Monday–Thursday, 10:00 a.m.–6:00 p.m.; Friday and Saturday, 10:00 a.m.–2:00 p.m.
- **June 1 – September 3**  
Monday–Thursday, 10:00 a.m.–6:00 p.m.; Friday, 10:00 a.m.–3:00 p.m.
- **September 7 – December 31**  
Monday–Thursday, 10:00 a.m.–6:00 p.m.; Friday and Saturday, 10:00 a.m.–2:00 p.m.

To adequately staff the proposed operating hours and continue providing public services to library patrons, staff is requesting authorization to post, advertise, and hire a part-time Library Public Services Clerk I position for 28 hours per week, beginning in 2027. The position and expanded hours are contingent upon Library Board approval of the proposed 2027 operating hours and confirmation of sufficient funding to support the position.

**REQUESTED COUNCIL ACTION:**

Approve the request to post, advertise, and hire for a part-time Library Public Services Clerk I position for 28 hours per week, beginning in 2027, contingent upon Library Board approval of the proposed 2027 operating hours at its November 18, 2026, meeting and confirmation of sufficient funding to support the position.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** October 12, 2026

**AGENDA ITEM:** Consider passing a resolution accepting a donation from the Cap Baker Lions Club for the construction of a pavilion at McGowan Park.

**PREPARED BY:** Dale Anderson, Director of Parks & Recreation

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### BACKGROUND:

I was approached by members of the Cap Baker Lions Club last year about the possibility of them constructing a pavilion at McGowan Park. We agreed that the City would provide the concrete pad and the sidewalk connecting to the road, and the Lions Club would purchase the materials and provide the volunteer labor to construct the pavilion. They estimate the materials and volunteer labor at a value of \$21,000. Pavilions are a very popular feature for park visitors and we are extremely excited about this new addition.

### REQUESTED COUNCIL ACTION:

Make a motion to pass a resolution accepting a donation from the Cap Baker Lions Club for the construction of a pavilion at McGowan Park.

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

RESOLUTION NO. 26-

A RESOLUTION ACCEPTING A DONATION FROM CAP BAKER LIONS CLUB TO  
THE CITY OF GRAND RAPIDS RECREATION DEPARTMENT TO CONSTRUCT A  
PAVILION AT MCGOWAN PARK.

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:

- Cap Baker Lions Club has donated a park pavilion valued at \$21,000 to the City of Grand Rapids Recreation Department located at McGowan Park.

Adopted this 12th day of October, 2026

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Tasha Connely, Mayor

Attest:

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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:** 10/26/2026

**AGENDA ITEM:** Consider allowing the Grand Rapids Fire department the purchase a a skid unit for our side x side.

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

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### BACKGROUND:

At a previous City Council meeting, the Council approved the Fire Department obtaining pricing for a UTV skid units to be installed on the department's existing Polaris Ranger. This equipment will improve the department's ability to respond to wildland fires and medical emergencies in areas where access to patients requires the use of a UTV. The skid unit will include a litter rack, allowing personnel to transport patients more safely and securely.

The Fire Department has utilized the UTV several times this year for medical rescues. Currently, patients have had to be secured in the vehicle's cargo box, which does not provide the same level of safety as a dedicated patient transport system. The proposed skid unit will provide a safer and more appropriate method of transporting patients during these incidents.

Additionally, the skid unit will allow the department to utilize the UTV more effectively at future wildland fire incidents, similar to the Stewart and Flanders fires. When deployed at eligible incidents, the equipment may qualify for reimbursement, helping offset costs and support future equipment needs.

Although this purchase was not included in the 2026 Fire Department budget, it will be fully funded through surplus reimbursement funds received from the Stewart and Flanders fire responses. There will be no financial impact to the City of Grand Rapids General Fund.

### REQUESTED COUNCIL ACTION:

Make a motion to allow the Grand Rapids Fire Department to purchase a QTAC 85EMS-C fire rescue skid and accessories for a total purchase price of \$11,930 which includes shipping costs using surplus reimbursement funds from the Stewart and Flanders fire responses.



# QTAC 85EMS-C

BASE PRICE \$6,395.00

The QTAC 85EMS-C is a fire-rescue skid that features a unique, 'convertible' rescue litter platform that allows for the tailgate to be closed on most UTVs when not in use.

**85EMS-C, KOSHIN SEH-40H, Manual Hannay Reel, 75' Hose, Brass Bulls-eye Nozzle: \$6,395.00**

**85EMS-C, WATERAX VERSAX 6, Manual Hannay Reel, 75' Hose, Brass Bulls-eye Nozzle: \$8,250.00**

**85EMS-C, WATERAX VERSAX 9, Manual Hannay Reel, 75' Hose, Brass Bulls-eye Nozzle: \$11,295.00**

**Hannay Electric Hose Reel  
Upgrade: \$985**





**KIMTEK  
CORPORATION**  
Celebrating 42 Years! 1984-2026



Hannay 1500 series  
UHP electric rewind reel  
with 100' of 1/2" high pressure  
rated booster hose

Top water fill point  
85 gallon poly water tank

Top foam tank fill point

FCAT-209-85

CAT dual strike nozzle

Optional rescue  
area shown

All aluminum tubing &  
diamond plate chassis

9 hp Honda electric start,  
gas engine

CAT UHP pump with foam induction  
system ideal for class A concentrates



CALL



CATALOG



FIT GUIDE



CONTACT

UNIT SHIPS FULLY ASSEMBLED

\* FITS PRO RANGER. PHOTO FOR REPRESENTATION ONLY.

**!WARNING!**

FCAT-209-85 IS ONLY INTENDED FOR CARGO BED CAPACITIES RATED FOR OVER 1,200 LBS. CALL KIMTEK FOR MORE INFO.

## **FIRELITE® ULTRA HIGH PRESSURE – 85 GALLONS**

Base Price

**\$11,000.00**

**Model:** FCAT-209-85

**Dimensions:** 48" W x 55" L x 41 H

85 Gallon Poly Water Tank. 5 Gallon Foam Cell

6.7 GPM @ 1200 psi

CAT Dual-strike UHP Nozzle That Delivers Water Or Foam Solution

Injection Percentage From 0.5% To 6.0%

9 HP Honda Gas Engine With Electric Start

1500 Series UHP Hannay Electric Rewind Reel

Shipping Is Not Included In The Base Price

Category: **FIRELITE Fire Fighting Skids**

START YOUR ORDER

### PRODUCT DETAILS



CALL



CATALOG



FIT GUIDE



CONTACT

## SPECIFICATIONS

## OPTIONS

**FIRELITE® ULTRA HIGH PRESSURE – 85 GALLONS****Model: FCAT-209-85**

Built to last, our line of FIRELITE® Transport skid units are made for budget-minded departments. These capable, no-nonsense wildland firefighting skid units will get the job done, are low profile, and can also have a rescue capability.

**CAT UHP Pump**

**Poly Water Tank**

**Hannay Reel**

Weight and height varies according to skid unit. Some UTV models do not have the proper weight carrying capacity in the cargo bed area. For safety reasons, before buying your new UTV, please call us first, we are here to help.

DELIVERING SUBSTANTIAL WATER IN A LUMP PACKAGE



CALL



CATALOG



FIT GUIDE



CONTACT

**MTECH Inc.**  
1072 MARAUDER STREET  
SUITE 210  
CHICO, CA 95973  
Phone: 530-894-5091  
Fax: 530-894-5092

Item 13.

## Quotation

Quote GRAND RAPIDS FIRE DEPARTMENT

To: , MN  
United States

|                      |                 |                 |                        |
|----------------------|-----------------|-----------------|------------------------|
| <b>Quote Number:</b> | 20786           | <b>Contact:</b> | TRAVIS COLE            |
| <b>Quote Date:</b>   | 10/09/2026      | <b>Expires:</b> | 11/08/2026             |
| <b>Customer:</b>     | GRANDRAPIDSM    | <b>Inquiry:</b> |                        |
| <b>Salesman:</b>     | Alex Ricci      | <b>Terms:</b>   | Payment due on receipt |
| <b>Ship Via:</b>     | FLAT RATE \$800 | <b>Phone:</b>   | +1 (218) 326-7638      |
| <b>FOB:</b>          | CHICO, CA       | <b>FAX:</b>     |                        |

1. This is an estimate only. Modification to line items may affect final pricing.
2. Price does not include sales tax (if applicable), crating or freight charges.
3. Commercial address with a forklift or loading dock is required to qualify for QTAC UTV skid flat rate shipping.

| <u>Item</u> | <u>Part Number</u><br><u>Description</u>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <u>Revision</u> | <u>Quantity</u> | <u>Price</u>     |
|-------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|------------------|
| 1           | 2300.005-02<br>QTAC 85EMS-C High Pressure Pump Build, Electric Hose<br>Reel, Includes: <ul style="list-style-type: none"><li>- Welded, 85-gallon PolyTough internally baffled tank</li><li>- Honda GX200, 5.5 HP manual start engine</li><li>- Waterax Versax 6 2-stage pump (Max 105 GPM, 120 PSI)</li><li>- Hannay electric hose reel</li><li>- Black Commercial Grade Rubber Reel Hose, 3/4" X 75'</li><li>- Brass Bullseye Nozzle w/ 1/4" turn shut off, 3/4"</li><li>- 1-1/2" drain</li><li>- 4" fill tower</li><li>- 1" gated auxiliary discharge</li><li>- Auxiliary draft suction (draft hose kit sold separately)</li><li>- Water level sight tube</li><li>- Grab rails and folding, convertible rescue litter platform</li><li>- Red with white graphics</li></ul> | REVISION        | 1               | \$9,235.0000 /EA |
| 2           | 2250.025-03<br>QTAC Riser Platform, Weld-on, Polaris, For 85HP, EMS-C, 85S, 75UHP, 125HP                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                 | 1               | \$255.0000 /EA   |
| 3           | 2250.007-04<br>Around-the-Pump Foam, for EMS-C V6, 2.5-Gallon,<br>Includes: <ul style="list-style-type: none"><li>- PolyTough 2.5-gallon foam cell</li><li>- Scotty 4072 foam proportioner</li><li>- Scotty 15 GPM air aspirating nozzle</li><li>- All plumbing and hardware, factory installed and tested</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 1               | 1               | \$1,095.0000 /EA |
| 4           | 2250.006<br>Viper Nozzle with Pistol Grip, 10-23 GPM, 1" NST X 3/4"<br>GHT Adapter                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                 | 1               | \$545.0000 /EA   |

Item 13.

| <u>Item</u>   | <u>Part Number</u><br><u>Description</u>                                                                                                                                                                                                                      | <u>Revision</u> | <u>Quantity</u> | <u>Price</u>       |
|---------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|-----------------|--------------------|
| 5             | FR800<br>QTAC (Central/Eastern) flat rate shipping fee to a commercial address within the Contiguous U.S. Additional services such as lift gate, appointment requests, school, secure location, military base, or farm delivery will require additional fees. |                 | 1               | \$800.0000 /EA     |
| <b>Total:</b> |                                                                                                                                                                                                                                                               |                 |                 | <b>\$11,930.00</b> |

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