



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

CITY COUNCIL MEETING AGENDA

Monday, May 12, 2025

5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, May 12, 2025 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 City Council minutes for Monday, April 28, 2025 Worksession and Regular meetings and Monday, May 5, 2025 Special Worksession.

VERIFIED CLAIMS:

2. Approve the verified claims for the period April 22, 2025 to May 5, 2025 in the total amount of \$576,926.36.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

CONSENT AGENDA:

3. Consider appointing seasonal new hires at Pokegama Golf Course.
4. Consider request to post, interview and hire a paid summer intern for the Grand Rapids Police Department.
5. Consider approval of Change Order #1 for CP 2025-1, SE 7th Avenue Mill & Overlay Project.
6. Consider approving temporary liquor license for Klockow Brewing Klocktoberfest on September 27, 2025
7. Consider approving amended Joint Powers Agreement regarding collection of lodging tax.
8. Consider approving temporary liquor license for Thunderhawk Blue Line Club
9. Consider approving updated quote for the purchase of 17 Trijicon RMR HD Optic sights

- [10.](#) Consider adopting a resolution awarding a contract at the Grand Rapids / Itasca County airport for AP 2025-1Taxiway A (South) Reconstruction Project-Phase 1.
- [11.](#) Consider approving a separation agreement with Dan Swenson
- [12.](#) Consider adopting a resolution awarding a contract at the Grand Rapids / Itasca County airport for the 2025 Vehicle Gate Replacement project.
- [13.](#) Consider awarding a contract to Parsons Electric for the TH 169 South, Phase 3 Lighting Project
- [14.](#) Consider accepting the resignation of Melissa Bahr from the GREDA.
- [15.](#) Consider approving resolution/Use Agreements with GRAHA and Star of the North Skating
- [16.](#) Consider approving the advertisement for the position of Zoning Administrator
- [17.](#) Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check.
- [18.](#) Consider adopting a resolution approving LG230 Application for Off-Site Gambling for A.B.A.T.E. of Minnesota
- [19.](#) Consider seasonal hire for golf course
- [20.](#) Consider accepting the Grand Rapids Economic Development Authority Annual Report for 2024

SET REGULAR AGENDA:

ADMINISTRATION:

- [21.](#) Consider appointment of Carl Babich to the Director of Finance position.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR **TUESDAY MAY 27, 2025** AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL WORKSESSION MINUTES

Monday, April 28, 2025

4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Worksession meeting of the Grand Rapids City Council will be held on Monday, April 28, 2025 at 4:00 PM in the City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

ROLL CALL:

PRESENT

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

BUSINESS:

1. Legislative Update - Will Waggoner, Momentum Advocacy

Alysen Nesse, Momentum Advocacy provided a Legislative Update.

2. Ms. Mary Reedy and Mr. Eric Smedsrud from CLA (CliftonLarsonAllen, LLP) will be here Monday April 28, 2025 to make a presentation to the City Council of the audited 2024 financial statements, management letter, independent auditor's report on compliance and on internal controls.

Mary Reedy and Eric Smedsrud from Clifton, Larson, Allen, LLP provided a power point reviewing the 2024 audited financial statements and compliance report.

REVIEW OF REGULAR AGENDA:

Upon review item 16a was added to the agenda, there were no other changes or additions were noted.

ADJOURN:

There being no further business the meeting adjourned at 4:41 p.m.

Attest: Aurimy Groom, Administrative Assistant



CITY OF
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CITY COUNCIL MEETING MINUTES

Monday, April 28, 2025

5:00 PM

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

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

STAFF: Tom Pagel, Aurimy Groom, Chad Sterle, Laura Pfeifer, Chery Pierzina, Rob Mattei, Tom Beaudry, Andy Morgan

PROCLAMATIONS/PRESENTATIONS:

1. National Walk, Bike & Roll to School Day Proclamation

Mayor Connelly read the proclamation for National Walk, Bike, & Roll to School Day.

POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly commended the local DARE Program for taking local students to the Twins game.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Councilor Blake reported on the RAMS meeting he attended.

Councilor MacGregor attended the ARDC meeting and had given information to City Administrator Pagel and Community Development Director Mattei regarding grants that are available.

Mayor Connelly had met with the Range Mayors Coalition and reminded voters of the Special Election.

APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, April 14, 2025 Worksession and Regular meetings.

Motion by Councilor MacGregor, second by Councilor to approve the minutes from the Monday, April 14, 2025 Worksession and Regular meeting. The following voted in favor thereof: Councilor Sutherland, Councilor Blake, Councilor MacGregor, Councilor Mertes, Mayor Connelly. Opposed: None, motion passed unanimously.

VERIFIED CLAIMS:

3. Approve the verified claims for the period April 8, 2025 to April 21, 2025 in the total amount of \$668,032.90.

Motion by Councilor Mertes, second by Councilor Sutherland to approve claims in the amount of \$668,032.90. The following voted in favor thereof: Councilor Blake, Councilor Sutherland, Councilor Mertes, Councilor MacGregor, Mayor Connelly.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

Acknowledged minutes for:

4. ~ November 21, 2024 PCA Board
~ February 6, 2025 Planning Commission
~ March 4, 2025 Arts & Culture Commission
~ March 11, 2025 Golf Board
~ March 12, 2025 Library Board
~ March 13 & 27, 2025 GREDA

CONSENT AGENDA:

5. Consider adopting a resolution approving a stormwater agreement with KTJ 435, LLC

Adopted resolution 25-29

6. Consider authorizing staff to solicit quotes for the TH 169 South, Phase 3 Lighting Project
7. Consider rehiring and hiring seasonal staff for Public Works for the 2025 Spring/Summer Maintenance Season, and Employee Transfer.
8. Consider request to appoint a Summer Business Intern at City Hall.
9. Consider adopting a resolution approving a cooperative construction agreement with the State of Minnesota for SP 3104-61

Adopted resolution 25-30

10. Consider approving on-sale liquor license renewal for Grand Rapids Speedway.
11. Consider approving OPG-3 Scope of Work for workflows with Oracle NetSuite for Government.
12. Consider approving seasonal golf contractors
13. Consider approval of hazard stakes for golf course
14. Consider approval of agreement with Noteefy for 2025
15. Consider approval of tree trimming and removal work for 2025

16. Consider approval of two-way radio purchase for the golf course

16a. Consider extension of employment for Civic Center employee.

Motion by Councilor MacGregor, second by Councilor Blake to approve the consent agenda with the addition of item 16a. The following voted in favor thereof: Mayor Connelly, Councilor Sutherland, Councilor Blake, Councilor MacGregor, Councilor Mertes. Opposed: None, motion passed unanimously.

SET REGULAR AGENDA:

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

ADMINISTRATION:

17. Consider retirement of Cindy Phillips, Payroll Clerk/HR Technician.

Motion by Councilor MacGregor, second by Councilor Mertes to accept the retirement of Cindy Phillips, Payroll Clerk/HR Technician. The following voted in favor thereof: Councilor Sutherland, Councilor Blake, Councilor MacGregor, Councilor Mertes, Mayor Connelly.

COMMUNITY DEVELOPMENT:

18. Consider adopting a resolution approving an amendment to the tax abatement agreement between the City and Yanmar Compact Equipment North America.

Motion by Councilor Blake, second by Councilor Mertes to adopt **Resolution 25-31** approving an amendment to the tax abatement agreement between the City and Yanmar Compact Equipment North America. The following voted in favor thereof: Councilor MacGregor, Councilor Mertes, Councilor Sutherland, Councilor Blake, Mayor Connelly.

GOLF:

19. Consider signing lease agreement for golf course equipment

Motion by Councilor Sutherland, second by Councilor Blake to approve entering into a lease agreement for golf course equipment. The following voted in favor thereof: Councilor Sutherland, Councilor Blake, Councilor Mertes, Councilor MacGregor, Mayor Connelly.

ADJOURNMENT:

There being no further business the meeting adjourned at 5:27 p.m.

Respectfully submitted:


Aurimy Groom, Administrative Assistant



CITY OF
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CITY COUNCIL SPECIAL WORKSESSION
MINUTES
Monday, May 05, 2025
4:00 PM

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

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

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

BUSINESS:

1. Review Hwy 2 Corridor Study

Members from MN Dot and Bolten & Menk, provided overview of study including the following:

1. Project Timeline and Engagement Phases; Corridor Needs including Safety, accessibility and connectivity.
2. Engineering Analysis consisted of existing access consideration and dismissed alternatives.
3. Corridor Alternatives, 5-Lane Concept, 3-Lane Concept and One-Way Pair Concept.
4. Intersection Alternative, Roundabout, Traffic Signal, Side Street Stop Control and Right In/Right out.
5. Access Management.

Council received information and reviewed mapping of options.

ADJOURN:

The meeting was adjourned at 5:25 PM.

Respectfully submitted:

Kimberly Gibeau
 Kimberly Gibeau, City Clerk

DATE: 05/09/2025
 TIME: 10:03:58
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 05/12/2025

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
2009525	TIMECLOCK PLUS LLC	94.80
	TOTAL	94.80
CITY WIDE		
0715808	GOVCONNECTION INC	1,076.41
1915248	SHI INTERNATIONAL CORP	193.04
2009525	TIMECLOCK PLUS LLC	3,299.95
	TOTAL CITY WIDE	4,569.40
SPECIAL PROJECTS-NON BUDGETED		
1121725	KUTAK ROCK LLP	616.50
	TOTAL SPECIAL PROJECTS-NON BUDGETED	616.50
ADMINISTRATION		
0315455	COLE HARDWARE INC	25.96
1309090	SUPERONE FOODS NORTH	105.29
1315450	MOMENTUM ADVOCACY, LLP	2,000.00
	TOTAL ADMINISTRATION	2,131.25
BUILDING SAFETY DIVISION		
0112450	ALL FLAGS LLC	62.18
0118100	VESTIS GROUP INC	73.29
0701650	GARTNER REFRIGERATION CO	868.79
0904230	IDENTISYS INC	222.50
1901535	SANDSTROM'S INC	79.46
	TOTAL BUILDING SAFETY DIVISION	1,306.22
FINANCE		
0312395	CLIFTONLARSONALLEN LLP	8,400.00
	TOTAL FINANCE	8,400.00
FIRE		
0118100	VESTIS GROUP INC	61.52
0513231	EMERGENCY APPARATUS	21,919.37

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/12/2025

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
2215600	VOLUNTEER FIREMANS BENEFIT	695.00
	TOTAL FIRE	22,675.89
INFORMATION TECHNOLOGY		
1309332	MN STATE RETIREMENT SYSTEM	2,035.02
	TOTAL INFORMATION TECHNOLOGY	2,035.02
PUBLIC WORKS		
0112450	ALL FLAGS LLC	78.68
0205090	BEACON ATHLETICS LLC	653.20
0221650	BURGGRAF'S ACE HARDWARE	3,012.66
0315455	COLE HARDWARE INC	207.97
0501650	EARL F ANDERSEN	1,891.20
0601690	FASTENAL COMPANY	1,530.61
0801836	HAWKINSON SAND & GRAVEL	202.03
0821705	HUSKY SPRING	600.74
1200500	L&M SUPPLY	33.22
1205110	LEASE LANDSCAPING INC	159.75
1415030	NAPA SUPPLY OF GRAND RAPIDS	224.98
1813125	RMB ENVIRONMENTAL	40.00
	TOTAL PUBLIC WORKS	8,635.04
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	405.18
0305513	CENTRAL MCGOWAN, INC	89.75
0315455	COLE HARDWARE INC	21.98
0815730	HOTSY MINNESOTA	476.63
1415030	NAPA SUPPLY OF GRAND RAPIDS	49.99
	TOTAL FLEET MAINTENANCE	1,043.53
POLICE		
0124550	AXON ENTERPRISE INC	7,749.54
0218350	BRIER CLOTHING	38.00
0221650	BURGGRAF'S ACE HARDWARE	76.95
0301685	CARQUEST AUTO PARTS	17.60
0409501	JOHN P. DIMICH	2,625.00
0601346	FAIRVIEW HEALTH SERVICES	872.00
0615640	FOREMOST PROMOTIONS	1,298.79

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/12/2025

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
0715808	GOVCONNECTION INC	907.22
1309025	MICHELS LAW	4,166.67
1801611	RAPIDS RADIO LLC	510.00
1920233	STREICHER'S INC	4,797.88
2001150	TACTICAL SOLUTIONS	925.00
TOTAL POLICE		23,984.65
CENTRAL SCHOOL		
0118100	VESTIS GROUP INC	67.93
0218745	ASHLEY BRUBAKER	288.91
0221650	BURGGRAF'S ACE HARDWARE	31.84
0315455	COLE HARDWARE INC	13.25
0415175	DOBSON FLOOR SANDING	1,780.00
2018680	TRU NORTH ELECTRIC LLC	320.20
TOTAL		2,502.13
AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE	230.00
1301213	MARTIN'S SNOWPLOW & EQUIP	214.97
1303039	MCCOY CONSTRUCTION & FORESTRY	2,423.27
TOTAL		2,868.24
YANMAR ARENA		
0205153	BECKER ARENA PRODUCTS INC	1,458.41
TOTAL		1,458.41
GENERAL ADMINISTRATION		
0118230	ARENA WAREHOUSE LLC	5,296.64
0718010	CITY OF GRAND RAPIDS	385.71
1915248	SHI INTERNATIONAL CORP	920.45
TOTAL GENERAL ADMINISTRATION		6,602.80
STATE HAZ-MAT RESPONSE TEAM		

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 05/12/2025

VENDOR #	NAME	AMOUNT DUE

STATE HAZ-MAT RESPONSE TEAM		
0513231	EMERGENCY APPARATUS	1,064.41
TOTAL		1,064.41
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	252.99
0315455	COLE HARDWARE INC	65.94
1415590	NORTHWEST GAS	876.12
1915248	SHI INTERNATIONAL CORP	104.83
TOTAL		1,299.88
DOMESTIC ANIMAL CONTROL FAC		
0118100	VESTIS GROUP INC	30.00
1915248	SHI INTERNATIONAL CORP	60.08
TOTAL		90.08
GENERAL CAPITAL IMPRV PROJECTS		
T001555	SAMUEL L EVANS	30,000.00
TOTAL		30,000.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FINANCE		
1500600	OPG-3 INC	3,075.00
1518125	ORACLE AMERICA INC	2,362.50
TOTAL CAPITAL OUTLAY-FINANCE		5,437.50
CAPITAL OUTLAY-POLICE		
2001138	TACTICAL ADVANTAGE, LLC	2,325.97
TOTAL CAPITAL OUTLAY-POLICE		2,325.97
AIRPORT CAPITAL IMPRV PROJECTS		
NO PROJECT		

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/12/2025

VENDOR #	NAME	AMOUNT DUE
AIRPORT CAPITAL IMPRV PROJECTS		
NO PROJECT		
0718060	GRAND RAPIDS HERALD REVIEW	499.11
TOTAL NO PROJECT		499.11
TAXIWAY A RECONSTRUCTION		
0718060	GRAND RAPIDS HERALD REVIEW	515.20
TOTAL TAXIWAY A RECONSTRUCTION		515.20
PIR-PERMANENT IMPRV REVOLV FND		
HWY 169 S STREET LIGHTING		
0215460	BOLTON & MENK, INC	4,600.00
TOTAL HWY 169 S STREET LIGHTING		4,600.00
STORM WATER UTILITY		
0315455	COLE HARDWARE INC	45.00
0401425	DAKOTA SUPPLY GROUP	364.02
0514798	ENVIRONMENTAL EQUIPMENT AND	788.56
0801836	HAWKINSON SAND & GRAVEL	722.59
TOTAL		1,920.17
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$136,676.20
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0201356	BRUCE BAIRD	69.00
0300225	CEF SAFETY SERVICES	6,523.25
0301650	JEFF CARLSON	69.00
0305530	CENTURYLINK QC	53.20
0315454	TRAVIS COLE	69.00
0401430	DAKOTA COUNTY TECH COLLEGE	1,500.00
0401803	CHRISTINA DAVIS	54.00
0717988	SHAWN GRAEBER	69.00
0718015	GRAND RAPIDS CITY PAYROLL	318,472.48
0815440	HOLIDAY STATIONSTORES LLC	264.00
0815500	HOME DEPOT CREDIT SERVICES	959.94
0900060	ICTV	31,083.81
0900090	IRRRB	24,000.00
0920055	ITASCA COUNTY RECORDER	138.00
1121695	LANCE KUSCHEL	69.00
1201827	LAW ENFORCEMENT EXECUTIVE	3,180.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 05/12/2025

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1205090	LEAGUE OF MINNESOTA CITIES	15.00
1301024	JEFFREY MADSEN	993.00
1301100	MOLLY MACGREGOR	114.80
1301145	MARCO TECHNOLOGIES, LLC	133.95
1301220	JAMES T. MARTINETTO	8.40
1303520	HEATHER MCNALLY	170.20
1305725	METROPOLITAN LIFE INSURANCE CO	2,384.77
1309162	MN BCA/TRAINING & EDUCATION	75.00
1309199	MINNESOTA ENERGY RESOURCES	3,144.06
1309266	MN DEPT OF LABOR & INDUSTRY	100.00
1309291	MN POLLUTION CONTROL AGENCY	931.67
1309302	MN DEPT OF PUBLIC SAFETY	16.25
1405435	JEREMY NELSON	261.00
1520720	KEVIN OTT	1,125.12
1601305	THOMAS J. PAGEL	1,772.00
1601750	PAUL BUNYAN COMMUNICATIONS	1,744.39
1618600	BRYCE PRUDHOMME	68.00
1801540	KIARA RANTALA	170.20
2000100	TASC	35.55
2114360	UNITED PARCEL SERVICE	106.32
2305825	WEX INC	8,182.75
T001207	VICKI LORENZ	30.10
T001208	DAVID LORENZ	8.40
T001222	GREG MUELLER	25,000.00
T001527	SCOTTY PUGLISI	2.80
T001550	LINDA HARRINGER	3.50
T001553	RYAN COMPANIES US INC	75.75
T001554	OVERLAND GROUP, LLC	7,000.00
T001556	RENEE DUCHARME	3.50

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$440,250.16

TOTAL ALL DEPARTMENTS \$576,926.36



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12, 2025

AGENDA ITEM: Consider appointing seasonal new hires at Pokegama Golf Course.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

The following new hires have expressed interest in working seasonally at Pokegama Golf Course for the 2025 season:

NEW HIRES:

<u>Name</u>	<u>Department</u>	<u>2025 Hourly Wage</u>
Paula Wenker	Golf Course Grounds Crew	\$15.00 per hour
Zachary Fearing	Golf Course Grounds Crew	\$15.00 per hour
Nolan Svatos	Golf Course Grounds Crew	\$15.00 per hour

The above-mentioned hires will begin working no sooner than May 13, 2025, and end no later than November 30, 2025.

These salaries will be paid from the 2025 Pokegama Golf Course operating budget.

REQUESTED COUNCIL ACTION:

Make a motion to hire the above-mentioned list of 2025 seasonal employees at Pokegama Golf Course, with the hourly rate of pay and position as listed above, and a start date to begin no sooner than May 13, 2025, and end no later than November 30, 2025.



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12, 2025

AGENDA ITEM: Consider request to post, interview and hire a paid summer intern for the Grand Rapids Police Department.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

The Grand Rapids Police Department would like to request authorization to post, interview, and hire a paid summer intern, from approximately June 2, 2025, through August 29, 2025. Current students in a law enforcement academy will be considered. The rate of pay for the intern is \$18.00 per hour and the intern will work up to 40 hours per week for the Grand Rapids Police Department.

The Police Department 2025 budget does support this position.

REQUESTED COUNCIL ACTION:

Make a motion to authorize City staff to post, interview, and hire a summer intern for the Grand Rapids Police Department, beginning approximately June 2, 2025, through August 29, 2025, with a rate of pay of \$18.00 per hour, for up to 40 hours per week.



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12, 2025

AGENDA ITEM: Consider approval of Change Order #1 for CP 2025-1, SE 7th Avenue Mill & Overlay Project.

PREPARED BY: Matt Wegwerth

BACKGROUND:

It has been determined that an additional 825 Lineal Feet are in need of rehabilitation for this project. This was not included in the original scope of work; this change order covers additional work to be completed on this project. The change order is attached for review.

Project and change order are funded through the MSA account.

REQUESTED COUNCIL ACTION:

Make a motion approving Change Order #1 for CP 2025-1, SE 7th Avenue Mill & Overlay Project.



STATE AID FOR LOCAL TRANSPORTATION CHANGE ORDER

Rev. December 2023

Item 5.

SP/SAP(s)	SAP 129-119-011	MN Project No.:	SAP 031-696-001	Change Order No.	1
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Project Location	MSAS 119 – From 17 th Stret SE to 11 th Street SE CSAH 96 – From N200 of W660 FT of Lot 1-T54N-25W to W457' of the S1/2 COR of T54N-25W		
Local Agency	City of Grand Rapids	Local Project No.	CP 2025-1
Contractor	Hawkinson Construction Co. Inc.	Contract No.	129-119-011 & 031-696-001
Address/City/State/Zip	501 West County Road 63 / Grand Rapids / MN / 55744		
Total Change Order Amount		\$30,304.95	

Issue: The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 - Extra Work

Due to the type of work being completed between SAP 129-119-011 (City) and SAP 031-696-001 (County), it was found that existing roadway 825 Lineal Feet north of the beginning of the CSAH 96 is also in need of a rehabilitation. This 825 Lineal Feet of roadway is MSAS 119.

Since the original City Project is based approximately 5730 Lineal Feet north of the County Project, this was not included in the original scope of work.

Resolution:

The contractor will Mill Bituminous Surface (2") and place Type SP 9.5 Wearing Course Mix (3,B), with subsequent striping for a length of 825 Lineal Feet north of STA. 0+00 on SAP 031-696-001.

The Contractor will salvage and replace the casting at STA. 124+29, 16' LT with removal and placement of Bituminous Patch Special 2.

Entitlement: Payment for this work will be at Contract Unit Prices basis as provided in MnDOT Specification 1904 as shown in the estimate of cost.

Contract Time - is not changed

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

Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$
SAP 129-119-011	2104.502	SALVAGE CASTING	EACH	\$341.25	1	\$341.25
SAP 129-119-011	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	\$2.30	24	\$55.20
SAP 129-119-011	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	\$5.00	4	\$20.00
SAP 129-119-011	2231.604	BITUMINOUS PATCH SPECIAL 1	SQ YD	\$18.00	4	\$72.00
SAP 129-119-011	2232.504	MILL BITUMINOUS SURFACE (2") (P) (P)	SQ YD	\$2.50	2330	\$5,825.00
SAP 129-119-011	2360.509	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	\$71.00	295	\$20,945.00
SAP 129-119-011	2506.502	INSTALL CASTING	EACH	\$404.25	1	\$404.25
SAP 129-119-011	2506.502	SEAL MANHOLE	EACH	\$357.00	1	\$357.00
SAP 129-119-011	2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	LIN FT	\$0.23	1650	\$379.50
SAP 129-119-011	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$2.31	825	\$1,905.75
Net Change this Change Order						\$30,304.95

All items are funded 100% from Group 1

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



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2023

Item 5.

SP/SAP(s)	SAP 129-119-011	MN Project No.:	SAP 031-696-001	Change Order No.	1
-----------	-----------------	-----------------	-----------------	------------------	---

Project Engineer: 
Print Name: Matt Wegwerth

Date: 5-1-2025
Phone: 218-326-7625

Contractor: Hawkinson Construction
Print Name: Levi Christiansen

Date: 5-1-2025
Phone: 218-259-6960



DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ☐ Federal Funding ☒ State Aid Funding ☒ Local Funds

District State Aid Engineer: **Derek Fredrickson** Digitally signed by Derek Fredrickson
Date: 2025.05.02 10:32:29 -05'00'



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12, 2025

AGENDA ITEM: Consider approving temporary liquor license for Klockow Brewing Klocktoberfest on September 27, 2025

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Klockow Brewing has submitted an application for temporary liquor license for September 27, 2025 Klocktoberfest event. All required documentation and fee have been received.

REQUESTED COUNCIL ACTION:

Make a motion to approve temporary 1-4 liquor license for Klockow Brewing Company for Klocktoberfest on September 27, 2025.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12, 2025

AGENDA ITEM: Consider approving amended Joint Powers Agreement regarding collection of lodging tax.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The original JPA included collection of lodging tax from Bass Brook Campground in error. Attached is the corrected JPA. Once fully executed, the amendment will be sent to the state to ensure proper collection of lodging tax.

REQUESTED COUNCIL ACTION:

Make a motion to approve amendment to Joint Powers Agreement regarding collection of lodging tax.

**AMENDMENT
TO
JOINT POWERS AGREEMENT (JPA)**

This Amendment to the JPA between the City of Grand Rapids ("City") and Itasca County ("County"), is related to the collection of lodging tax in accordance with Minnesota Statutes, section 469.190.

WHEREAS, The City is currently administering the lodging tax for the County; and


WHEREAS, The City will be transferring the tax administration to the MN Department of Revenue as of January 1, 2025;

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

1. The City will collect lodging tax from Itasca County owned campgrounds in the following locations:
 - a. Itasca County Fairgrounds Park Campground located in Section 16, Township 55, Range 25, located in Itasca County, within the City of Grand Rapids.

IN WITNESS WHEREOF the parties have signed this Amendment to the JPA as of the date set forth below.

City of Grand Rapids:

By: 
Tasha Connelly, Mayor (May 6, 2025 12:11 CDT)

Name: Tasha Connelly, Mayor

By: _____

Name: Kim Gibeau, City Clerk

Itasca County:

By: _____

Name: Casey Venema, County Board Chair

By: _____

Name: Brett Skyles, County Clerk & Administrator



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division
445 Minnesota Street, Suite 1600, St. Paul, MN 55101
651-201-7507 TTY 651-282-6555

**APPLICATION AND PERMIT FOR A 1 DAY
TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization	Date of organization	Tax exempt number
Thunderhawk Blue Line Club	10/14/2024	[Redacted]
Organization Address (No PO Boxes)	City	State
800 NW Comber Drive	Grand Rapids	Minnesota
Name of person making application	Business phone	Home phone
Danica Salisbury	[Redacted]	[Redacted]
Date(s) of event	Type of organization	
6/27/2025 + 4/28/2025	<input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit	
Organization officer's name	City	State
Lee Erickson	Grand Rapids	Minnesota
Organization officer's name	City	State
Dana Simons	Grand Rapids	Minnesota
Organization officer's name	City	State
Danica Salisbury	Grand Rapids	Minnesota

Location where permit will be used. If an outdoor area, describe.

Yanmar Arena - 2025 Walleye Shootout

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

West Bend Insurance Company \$2,000,000

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

Grand Rapids
City or County approving the license
\$20.00
Fee Amount

Event in conjunction with a community festival ☐ Yes ☒ No

11,268
Current population of city

Kimberly Gibreau
Please Print Name of City Clerk or County Official

5/12/25
Date Approved
6/27/25
Permit Date

kgibreau@grandrapidsmn.gov
City or County E-mail Address

[Signature]
Signature City Clerk or County Official



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: April 14, 2025

AGENDA ITEM: Consider approving updated quote for the purchase of 17 Trijicon RMR HD Optic sights

PREPARED BY: Captain Jeremy Nelson

BACKGROUND:

At the January 22, 2024, Council Meeting, the Council approved the purchase of new handguns, optics, and flashlights. The orders were immediately placed. The original quote for the Optic's was \$589.00 per optic.

The handguns and flashlights have been received. However, to nationwide shortage of the selected optics, Trijicon RMR HD optic sights, they have been pending.

We were able to locate 4 of the optics through a separate company and purchased them.

The remaining 17 optics are now available through Glen's Army Navy, where we originally ordered them through. Due to increased demand and the time that has passed since the original order, the price has increased.

Glen's Army Navy provided an updated quote of \$720 per optic for a total of \$12,240.00, which is the lowest price per unit of the attached quotes.

This purchase will come from public safety funds, as originally intended.

REQUESTED COUNCIL ACTION:

Make a motion to approve the updated quote from Glens Army Navy for the purchase of 17 Trijicon RMR HD Optic Sights.

Order #: 240118-710-1

Ship Date:

Quote

Item 9.1

05/06/2025
3:30 PM

Company Address

Glens Army Navy Store
701 NW 4th Street
Grand Rapids, MN 55744
218-326-1201

BILL TO:
Police Department Grand Rapids
420 N Pokegama Ave
Grand Rapids, MN 55744
218-326-3464
police@cityofgrandrapidsmn.com


SHIP TO:
Police Department Grand Rapids
420 N Pokegama Ave
Grand Rapids, MN 55744
218-326-3464
police@cityofgrandrapidsmn.com

NOTES:

Customer PO #:
Sale Price Total: \$12,240.00
Tax Amt: \$0.00
Freight: \$0.00
Shipping: \$0.00
Sales Total: \$12,240.00


UPC	Item Description	Manufacturer	MFG #	Qty Ordered	Sale Price	Ext Sale Price	Discounts	Shipping
719307619227	TRIJICON RMR HD 50 MOA ADJ LED 3.25MOA RED DOT	Trijicon	RMHD2C3200002	17	\$720.00	\$12,240.00	\$849.83	\$0.00
Grand Totals:		1		17	\$720.00	\$12,240.00	\$849.83	\$0.00


- End of Report -





[New Arrivals](#)[Sale & Clearance](#)

Search



 Rewards


 Sign In



GunsmithingAmmunitionShootingReloadingGunsOpticsClothing & FootwearHuntingKnivesFishingBlack PowderCampingAir Guns

Shopping Cart

My Cart 17 items



Product #: 787544 | Shipping Weight: 0.9 lbs

Trijicon RMR HD Reflex Red Dot Sight Adjustable
Selectable 55 MOA Ring and 3.25 MOA Red Dot
Reticle Matte Black


SHIPS FREE

DOT Regulated

[Remove](#)

17

\$13,158.00
(\$774.00 each)

 **Begin Checkout**

Order

Product Total	\$13,158.00
Est. Shipping	Free
Tax	Calculated in Checkout
Total	\$13,158.00

26



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12th, 2025

AGENDA ITEM: Consider adopting a resolution awarding a contract at the Grand Rapids / Itasca County airport for AP 2025-1 Taxiway A (South) Reconstruction Project-Phase 1.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The GPZ airport recently advertised for AP 2025-1. The project includes reconstruction of Taxiway A between Taxiway A3 and A4. The three bids received, and project timeline are summarized below:

<u>Contractor</u>	<u>Base Bid</u>
KGM Contractors, Inc.	\$942,143.00
TNT Construction Group, LLC	\$1,038,800.00
Casper Construction, Inc.	\$1,080,000.00
Engineer's Estimate	\$1,513,100.00

May 6 – Open Bids

May 12 – City Council reviews and accepts bids, considers SEH construction contract, approves grant application and project dependent on receipt of grant.

June 1 (or before) – Submit grant application to FAA & MnDOT

Sept. 15 (estimated) – Receive grant

June/July 2026 - Construction

This project is funded by a 95% FAA grant, 2.5% MnDOT grant and 2.5% local match therefore it is contingent on FAA grant approval.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution awarding a contract at the Grand Rapids / Itasca County airport for AP 2025-1 Taxiway A (South) Reconstruction Project-Phase 1 to KGM Contractors in the amount of \$942,143.00 contingent on FAA grant approval.

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

RESOLUTION NO. 25-__

**A RESOLUTION ACCEPTING BID FOR
Taxiway A (South) Reconstruction Project-Phase 1
City Project AP 2025-1**

WHEREAS, pursuant to an advertisement for the Taxiway A (South) Reconstruction Project-Phase 1, which includes the reconstruction of Taxiway A between Taxiway A3 and A4. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid
KGM Construction Group, Inc	\$942,143.00
Engineer Estimate	\$1,513,100.00
TNT Construction Group, LLC	\$1,038,800.00
Casper Construction, Inc.	\$1,080,000.00

WHEREAS, the City Engineer is recommending the Bid be awarded to KGM Contractors, Inc.;

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

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with KGM Contractors, Inc. in the name of the City of Grand Rapids for Grand Rapids/Itasca County Airport Project AP 2025-1, Taxiway A (South) Reconstruction Project-Phase 1, for a total contract amount of \$942,143.00 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 12th day of May, 2025.

Tasha Connelly, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



MEMORANDUM

TO: Matt Wegwerth, City Engineer & Public Works Director
City of Grand Rapids, Minnesota

FROM: Lindsay Reidt, PE

DATE: May 6, 2025

RE: Construction Contract Award Recommendation – 2025 Taxiway A (South)
Reconstruction – Phase 1
SEH No. GRAIT 179827

PROJECT SCOPE:

The 2025 Taxiway A (South) Reconstruction – Phase 1 project for the Grand Rapids-Itasca County Airport includes reconstruction of Taxiway A between Taxiway A3 and A4. The existing taxiway pavement will be removed by reclamation, graded in place as base material, then new pavement will be installed. The taxiway width will be reduced from 50' to 35' wide to meet current FAA design standards. New LED taxiway edge lights will also be installed with this project.

BID RESULTS – 2025 Taxiway A (South) Reconstruction – Phase 1:

At 2:00 p.m. on Tuesday, May 6 2025, three bids were received for the above-referenced project. The bids ranged from a low of \$942,143 to a high of \$1,080,000. The engineer's estimate was \$1,513,100. The low bid received was submitted by KGM Contractors, Inc, of Angora, MN in the amount of \$942,143.

Contractor	Total Bid
KGM Contractors, Inc.	\$ 942,143.00
TNT Construction Group, LLC	\$ 1,038,800.00
Casper Construction, Inc.	\$ 1,080,000.00

SEH RECOMMENDATION:

Based on the outcome of the bids and the company reputation, it is our recommendation that the City of Grand Rapids award the 2025 Taxiway A (South) Reconstruction – Phase 1 project to KGM Contractors, Inc., contingent on reception of the FAA and MnDOT Aeronautics grant.

In reliance on our experience with KGM Contractors, Inc. and/or materials and information provided by the contractor, we have determined that 1) they have a sufficient understanding of the project and equipment to perform the construction for which it bid; and 2) according to their bonding agent they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

PROJECT COST SUMMARY:

The following table summarizes the costs of the components for this year's federal AIP discretionary and state grant:

Description	Project Costs	FAA	State	Local
Construction Administration (SEH)	\$ 263,100.00	\$ 249,945.00	\$ 6,577.50	\$ 6,577.50
Taxiway A(South) Recon - Phase 1 (KGM Contractors, Inc.)	\$ 942,143.00	\$ 895,035.85	\$ 23,553.58	\$ 23,553.58
Independent Fee Estiamte (Becher Hoppe)	\$ 4,050.00	\$ 3,847.50	\$ 101.25	\$ 101.25
Administration (City of Grand Rapids)	\$ 5,000.00	\$ 4,750.00	\$ 125.00	\$ 125.00
Total (Adjusted)	\$1,214,293.00	\$1,153,578.35	\$ 30,357.33	\$ 30,357.33

The total project cost is \$1,214,293.00. The eligible portions of the project are anticipated to be funded by a 95% FAA grant, 2.5% MnDOT grant, and a 2.5% local match.

Since the final FAA and MnDOT eligibility determination is made once the grant application is submitted, there may be some changes in the final local share.



REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12, 2025

AGENDA ITEM: Consider approving a separation agreement with Dan Swenson

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Attached is a separation agreement between the City and Dan Swenson. Please see for details.

REQUESTED COUNCIL ACTION:

Make a motion to approve a separation agreement between the City and Dan Swenson.

SEPARATION AGREEMENT AND RELEASE AND WAIVER OF ALL CLAIMS

This Separation Agreement and Release and Waiver of All Claims is entered into between the City of Grand Rapids (hereafter "City") and Daniel Swenson (hereafter "Swenson").

RECITALS

1. WHEREAS, Swenson has been employed by the City as an Assistant Community Development Director.
2. WHEREAS, Swenson has expressed an interest in voluntarily resigning from employment with the City.
3. WHEREAS, the parties wish to resolve all potential issues through this Agreement in the interest of avoiding a potential litigation costs and further disputes, which would be expensive and time consuming, that may in any way arise out of Swenson's employment with the City and his resignation from employment with the City.

AGREEMENT

1. Resignation from Employment. Swenson shall irrevocably resign from employment with the City effective May 13, 2025. Except as otherwise provided in this Agreement, all benefits and privileges end as of that date.
2. Consideration. In full settlement of all claims and potential claims, as set forth in the Release and Waiver of All Claims attached hereto as Exhibit A, arising out of and related to Swenson's employment and resignation from employment, the City shall pay and Swenson shall accept the following:
 - a. Lump Sum Payment. The City shall pay and Swenson shall accept a payment in the amount of \$52,450.33 (representing six months' salary).
 - b. Health Insurance. The City will make its normal monthly insurance contribution toward Swenson's health insurance premium in the group medical insurance benefit Swenson participated in as of June 1, 2025 through November 30, 2025. The City's payments will be made directly to the group health insurance carrier. The City will notify its COBRA administrator that Swenson's continuation period shall begin on December 1, 2025.
 - c. Flexible Time Off (FTO). Upon separation from City employment, a severance payment computed at Swenson's current salary rate shall be made for accrued and unused FTO. The accrued and unused FTO balance shall be paid in cash at Swenson's regular rate of pay in effect at the time of separation, subject to state and federal taxes.

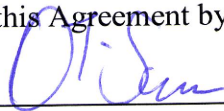
Swenson agrees the City does not owe him anything in addition to the considerations above. The payments referenced above shall be subject to normal state and federal withholdings, the payment of Medicare taxes by both the City and Swenson and other regular deductions.

These payments are made without the City's opinions or advice on taxability under the Internal Revenue Code or any state law or Swenson's eligibility for PERA. Swenson agrees the City does not owe him anything in addition to the payments outlined above. The payments referenced above shall be direct deposited into Swenson's account after the expiration of the rescission period as outlined in paragraph D Release and Waiver of All Claims attached hereto as Exhibit A.

3. Non-Admission. Nothing in this Agreement is intended to be, nor will it be deemed to be, an admission of liability by Swenson or the City and its present and former City Council members, elected officials, employees or agents that they have violated any policy, contract, state, federal or local statute or ordinance, administrative regulation or principle of common law, or that they have engaged in any wrongdoing whatsoever, the same being expressly denied.
4. Entire Agreement. This Agreement contains the entire agreement between the City and Swenson with respect to the subject matter hereof, and there are no promises, undertakings or understandings outside of this Agreement. This Agreement supersedes all prior or contemporaneous discussions, negotiations and agreements, whether written or oral.
5. Voluntary and Knowing Action. Swenson represents and agrees that (a) he has had the opportunity to be represented by legal counsel; (b) he has read this Separation Agreement and Release and Waiver of All Claims and fully understands the terms and conditions contained herein; (c) he relies solely upon his own judgment regarding the proper, complete and agreed upon consideration for, and language of, this Agreement; (d) he has not been influenced to sign this Separation Agreement and Release and Waiver of All Claims by any statements or representations of the City, its attorneys or agents not contained in this Separation Agreement and Release and Waiver of All Claims; and (e) he enters into this Separation Agreement and Release and Waiver of All Claims knowingly and voluntarily.
6. Enforceable Contract. This Agreement will be construed, enforced and governed by the laws of the State of Minnesota and the laws of the United States. If any part of this Agreement is construed to be in violation of any law, such part shall be modified to achieve the objective of the parties to the fullest extent permitted and the balance of this Agreement shall remain in full force and effect.
7. Counterparts. This Agreement may be signed simultaneously in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement by their signatures below.

Dated: 5/06/2025


Daniel Swenson

CITY OF GRAND RAPIDS

Dated: _____

**RELEASE AND WAIVER OF ALL CLAIMS
EXHIBIT A**

A. Definitions. All words used in the Release and Waiver of All Claims are intended to have their plain meaning in ordinary English. Specific terms used in the release have the following meanings:

1. "City," as used in the Release and Waiver of All Claims, will at all times mean the City of Grand Rapids, Minnesota and its present and former City Council members, elected officials, employees, agents, assigns, insurers, representatives, counsel, predecessors, successors, and other affiliates, of any of them, in both their individual and official capacities.
2. "Swenson," as used in the Release and Waiver of All Claims, means Daniel Swenson, or anyone who has or obtains any legal rights or claims through him, including without limitation, assigns, successors, representatives, executors, and heirs.
3. "Employee's Claims," as used in the Release and Waiver of All Claims, mean any rights Daniel Swenson has now or hereinafter to any relief of any kind from the City whether or not Swenson knows now about those rights, arising out of or related to his employment with the City and his separation from employment including, without limitation, the following:
 - a. Claims for breach of contract, fraud or misrepresentation, deceit, assault and battery, defamation, all forms of unlawful discrimination and/or harassment, negligence, intentional or negligent infliction of emotional distress, mental anguish, humiliation, embarrassment, pain and suffering, reprisal, unfair labor practices, breach of the covenant of good faith and fair dealing, promissory estoppel, negligence or other breach of duty, wrongful termination of employment, retaliation, breach of public policy, vicarious liability, invasion of privacy, interference with contractual or business relationships, reprisal; and
 - b. Claims for violation of the Constitution of the United States, the Constitution of the State of Minnesota, the Americans with Disabilities Act ("ADA"), the Rehabilitation Act of 1973, the ADA Amendments Act ("ADAA"), the Federal Fair Employment Practices Act, Title VII of the federal Civil Rights Act of 1964 as amended, the federal Age Discrimination in Employment Act ("ADEA"), the Equal Pay Act ("EPA"), the Lilly Ledbetter Fair Pay Act of 2009, the Fair Labor Standards Act ("FLSA"), the Family and Medical Leave Act ("FMLA"), Section 1983 claims, the Minnesota Human Rights Act, the Minnesota Veterans Preference Act, the Workers' Compensation Wrongful Discharge statute, Minn. Stat. § 176.82, Minnesota Whistleblower statute, Minn. Stat. § 181.932, claims for continued health insurance coverage under Minn. Stat. § 299A.465, or other federal, state or local civil rights laws prohibiting discrimination, and any other claims for unlawful employment practices; and

- c. Claims for alleged injuries or damages or compensation for bodily injury, personal injury, wage loss benefits, reinstatement, medical expenses, emotional distress, fines, penalties, punitive damages, attorney's fees, costs and expenses, interest, and claims of injunctive relief.

B. Agreement to Release Claims. In exchange for the promises of the City contained in the Agreement and the payments of the City and other valuable consideration as set forth in paragraph 2 of this Agreement, Swenson releases all of Employee's Claims against the City that he now has, whether or not he knows about them. Swenson agrees that the City does not owe him anything in addition to the promises of the City contained in the Agreement.

Swenson will not bring any lawsuits, commence any proceeding relating to any claim, file any charges or complaints or make any other demands against the City based upon Employee's Claims except as permitted by law, and if the law permits Swenson to commence such a proceeding, Swenson agrees that he may not seek or recover any monetary damages or other relief as a result of any such proceeding.

Swenson fully and completely releases, waives, and forever discharges and promises not to sue, or make any other demands against the City related to any and all manner of claims, demands, actions, causes of action, administrative claims, promises, agreements, contracts, rights, liability, damages, claims for attorneys' fees, costs, and disbursements, or demands of any kind, including but not limited to, all claims arising in tort or contract, or any other federal, state, and local laws, statutes, ordinances, regulations or orders or any other claims in any manner relating to Swenson's employment with and separation from the City arising in law or equity, whether known, suspected, or unknown, and however originating or existing which Swenson now has, or which Swenson at any time heretofore had or had a claim to have, against the City to the date of execution of this Release.

If in the future Swenson asserts any claim released herein, such claim shall be dismissed with prejudice, and reasonable costs and attorneys' fees shall be awarded to the City in the amount determined by a court of competent jurisdiction.

C. Consideration Period. Swenson understands that he has twenty-one (21) calendar days from the date he receives the Agreement, not counting the day upon which he receives it, to consider whether or not he wishes to sign the document and release his claims as set forth above. Swenson agrees that changes to the Agreement, whether material or immaterial, will not restart the twenty-one (21) calendar day acceptance period. Swenson acknowledges that if he signs the Release before the end of the twenty-one (21) day period, it is because he has decided that he has already had sufficient time to decide whether to release all of his claims.

D. Right to Rescind.

1. Swenson has the right to rescind (cancel) this Agreement only insofar as it extends to potential claims under the Minnesota Human Rights Act, by informing the City of his intent to revoke this Agreement within fifteen (15) calendar days following Swenson's execution of it. To be effective, such written notice must be in writing and delivered either by hand or by mail within the required period.

If sent by mail, the rescission must be (1) postmarked within the fifteen (15) day period; (2) properly addressed to Tom Pagel, City of Grand Rapids, City Administrator, 420 North Pokegama Avenue, Grand Rapids, MN 55744; and (3) sent by certified mail, return receipt requested.

2. Swenson likewise has the right to rescind (cancel) this Agreement only insofar as it extends to potential claims under the federal Age Discrimination in Employment Act, by informing the City of his intent to rescind the Agreement within seven (7) calendar days following her execution of the Agreement. To be effective, such written notice must be in writing and delivered either by hand or by mail within the required period. If sent by mail, the rescission must be (1) postmarked within the seven (7) day period; (2) properly addressed to Tom Pagel, City of Grand Rapids, City Administrator, 420 North Pokegama Avenue, Grand Rapids, MN 55744; and (3) sent by certified mail, return receipt requested; and (3) sent by certified mail, return receipt requested.
3. It is understood that the City shall have no obligation whatsoever under the Agreement in the event of such rescission by Swenson, and the Agreement shall not become effective or enforceable until this rescission period has expired. Swenson agrees that if he exercises any right of rescission, the City may at its option either nullify this Agreement in its entirety or keep it in effect as to all claims not rescinded in accordance with the rescission provisions of this Agreement. In the event the City opts to nullify the entire Agreement, neither Swenson nor the City will have any rights or obligations whatsoever under this Agreement, with the exception that Swenson will be obligated to repay the City for any amounts paid by the City pursuant to this Agreement. Any rescission, however, does not affect Swenson's separation from employment.

E. If, in the future, Swenson asserts any claim released herein, such claim shall be dismissed with prejudice, and reasonable costs and attorneys' fees shall be awarded to the City in the amount determined by a court of competent jurisdiction.

Dated: _____

Daniel Swenson



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12th, 2025

AGENDA ITEM: Consider adopting a resolution awarding a contract at the Grand Rapids / Itasca County airport for the 2025 Vehicle Gate Replacement project.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The GPZ airport recently advertised for the Vehicle Gate Replacement project. The project includes the removal and replacement of the two automatic vehicle gates at the airport. The two bids received, and project timeline are summarized below:

<u>Contractor</u>	<u>Base Bid</u>
Century Fence Company	\$218,561.00
Erickson Infrastructure	\$312,190.00
Engineer's Estimate	\$308,900.00

May 6 – Open Bids

May 12 – City Council reviews and accepts bids, considers SEH construction contract, approves grant application and project dependent on receipt of grant.

June 1 (or before) – Submit grant application to FAA & MnDOT

Aug 15 (estimated) – Receive grant

September/October 2025 - Construction

This project is funded by a 95% FAA grant, 2.5% MnDOT grant and 2.5% local match therefore it is contingent on FAA grant approval.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution awarding a contract at the Grand Rapids / Itasca County airport for the Vehicle Gate Replacement project to Century Fence Company in the amount of \$218,561.00 contingent on FAA grant approval.

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

RESOLUTION NO. 25-__

**A RESOLUTION ACCEPTING BID FOR
Vehicle Gate Replacement Project**

WHEREAS, pursuant to an advertisement for the Vehicle Gate Replacement Project, which includes the removal and replacement of two automatic vehicle gates at the airport. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid
Century Fence Company	\$218,561.00
Erickson Infrastructure	\$312,190.00
Engineers Estimate	\$308,000.00

WHEREAS, the City Engineer is recommending the Bid be awarded to Century Fence Company;

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

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with Century Fence Company in the name of the City of Grand Rapids for Grand Rapids/Itasca County Airport Vehicle Replacement Project, for a total contract amount of \$218,561.00 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 12th day of May, 2025.

Tasha Connelly, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



MEMORANDUM

TO: Matt Wegwerth, City Engineer & Public Works Director
City of Grand Rapids, Minnesota

FROM: Lindsay Reidt, PE

DATE: May 6, 2025

RE: Construction Contract Award Recommendation – 2025 Vehicle Gate Replacement
SEH No. GRAIT 184463

PROJECT SCOPE:

The 2025 Vehicle Gate Replacement project for the Grand Rapids-Itasca County Airport includes removal and replacement of the two automatic vehicle gate at the airport. The gate operators, gate panels, and components will be replaced with new materials and new vertical pivot gates.

BID RESULTS – 2025 Vehicle Gate Replacement:

At 10:00 a.m. on Tuesday, May 6 2025, two bids were received for the above-referenced project. The bids ranged from a low of \$218,561.00 to a high of \$312,190.00. The engineer's estimate was \$308,900.00. The low bid received was submitted by Century Fence Company, of Forest Lake, MN in the amount of \$218,561.00.

Contractor	Total Bid
Century Fence Company	\$ 218,561.00
Erickson Infrastructure	\$ 312,190.00

SEH RECOMMENDATION:

Based on the outcome of the bids and the company reputation, it is our recommendation that the City of Grand Rapids award the 2025 Vehicle Gate Replacement project to Century Fence Company, contingent on reception of the FAA and MnDOT Aeronautics grant.

In reliance on our experience with Century Fence Company and/or materials and information provided by the contractor, we have determined that 1) they have a sufficient understanding of the project and equipment to perform the construction for which it bid; and 2) according to their bonding agent they presently have the financial ability to complete the project bid. SEH makes no representation or warranty as to the actual financial viability of the contractor or its ability to complete its work.

PROJECT COST SUMMARY:

The following table summarizes the costs of the components for this year's federal AIG and state grant:

Description	Project Costs	FAA	State	Local
Design (SEH)	\$ 38,100.00	\$ 36,195.00	\$ 952.50	\$ 952.50
Construction Administration (SEH)	\$ 54,300.00	\$ 51,585.00	\$ 1,357.50	\$ 1,357.50
Vehicle Gate Replacement (Centruy Fence Company)	\$ 218,561.00	\$ 207,632.95	\$ 5,464.03	\$ 5,464.03
Administration (City of Grand Rapids)	\$ 2,500.00	\$ 2,375.00	\$ 62.50	\$ 62.50
Total (Adjusted)	\$ 313,461.00	\$ 297,787.95	\$ 7,836.53	\$ 7,836.53

The total project cost is \$313,461.00. The eligible portions of the project are anticipated to be funded by a 95% FAA grant, 2.5% MnDOT grant, and a 2.5% local match.

Since the final FAA and MnDOT eligibility determination is made once the grant application is submitted, there may be some changes in the final local share.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12th, 2025

AGENDA ITEM: Consider awarding a contract to Parsons Electric for the TH 169 South, Phase 3 Lighting Project

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City recently received quotes for the TH 169 South Lighting Project, Phase 3. The project includes installing lights along TH 169 South, from 21st Street to 25th Street. Two quotes were received and are summarized below:

<u>Contractor</u>	<u>Base Bid</u>
Parsons Electric	\$81,725.00
Neo Electrical Solutions	\$165,440.00

This is a budgeted project for 2025 and will be funded with the PIR account.

REQUESTED COUNCIL ACTION:

Make a motion awarding a contract to Parsons Electric, in the amount of \$81,725.00, for the TH 169 South, Phase 3 Lighting Project



QUOTATION FORM

Grand Rapids, MN
2024 Highway 169 South Lighting Project, Phase 3

Submit quotation form to Matt Wegwerth PE, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN by 3:00 pm on Wednesday, May 7th, 2025. Quotes can be mailed or hand delivered. The quote should be submitted in a sealed envelope to the City Engineers office:

Quote package shall include the following:

1. Quotation Form
2. Special Provisions – Division SL
3. Plan Sheets – Highway 169 South Lighting, Phase 3

All spaces of the quotation form shall be filled in. The quote must be in a sealed envelope labeled "2024 Highway 169 South Lighting, Phase 3".

Project Description: The project includes removal and replacement of existing lights along Highway 169, from 21st Street South to 25th Street South.

Project will be completed on a lump sum, based on the plan set labeled 2025 Highway 169 South Lighting, Phase 3 and the estimated following quantities:

STATEMENT OF ESTIMATED QUANTITIES			
ITEM NO.	DESCRIPTION	UNIT	QUANTITY
2545.602	INSTALL LIGHTING UNIT	EACH	9
2545.502	LIGHT FOUNDATION DESIGN E MODIFIED	EACH	9
2545.502	GROUNDING ELECTRODE	EACH	5
2545.502	HANDHOLE	EACH	1
2545.503	2" NON-METALLIC CONDUIT	LIN FT	2400
2545.503	2" NON-METALLIC CONDUIT (DIRECTIONAL BORE)	LIN FT	320
2545.503	UNDERGROUND WIRE 1/C 8 AWG	LIN FT	9600
2545.502	UNDERGROUND CABLE SPLICE	EACH	1
2545.502	REMOVE LIGHTING UNIT	EACH	9
2545.502	REMOVE LIGHT FOUNDATION	EACH	9
2545.503	REMOVE UNDERGROUND WIRE	LIN FT	9600
2104.502	SALVAGE AND INSTALL SIGN PANEL	EACH	1
2563.601	TRAFFIC CONTROL	LUMP SUM	1

Total Lump Sum Bid: \$ 81,725.00

We, the undersigned, doing business as ARCHKEY / PARSONS have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City of Grand Rapids, MN to furnish all labor, materials, equipment, skills and facilities for the complete construction of the 2024 Highway 169 South Lighting, Phase 3 as described herein. The lump sum price shown includes sales tax and all other applicable taxes, permits and fees.

Dated this 6TH day of MAY, 2025

Name of Company ARCHKEY / PARSONS ELECTRIC

Signature of Authorized Representative 

Printed Name of Authorized Representative TORY GEORGE

Title of Authorized Representative DIRECTOR OF CIVIL

Legal Address 5960 MAIN ST NE MINNEAPOLIS, MN 55432

Business Phone (218) 591-1621

SPECIAL PROVISIONS

General:

1. Council will consider award on Monday, May 12th, 2025
2. EJCDC Standard Form of Agreement Between Owner and Contractor on the Basis of Lump Sum will be executed for the project once a contractor is awarded the project.
3. EJCDC Standard General Conditions of the Construction Contract shall apply to the project.
4. All material shall be in accordance with applicable building codes and local specifications.
5. Prevailing wage requirements for the State of Minnesota, Grand Rapids, MN, apply to the project. Contractor shall adhere to Minn. Stat. Chap. 177.41-44 regarding prevailing wage rates and contracts and corresponding Rules 5200.1000 to 5200.1120.
6. Contractor will be required to provide proof of insurance
7. The Work will be substantially completed on or before October 17th, 2025 and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 31, 2025
8. City will supply lighting units, anchor bolts and fixtures
9. Liquidated damages shall be set at \$500 per day for every day after the completion dates that the project is not complete.
10. Contractor will be required to submit a City Stormwater permit. Fee will be waived.
11. City has applied for a MnDOT Right of Way permit. Contractor can not begin work until permit has been approved and been given a Notice to Proceed.

Construction:

1. Contractor will be required to perform material testing on the concrete used in light bases. This cost shall be at the contractors expense.

S:\Special_Projects\2025 - Hwy 169 S Lighting, Ph 3\Final Documents\Quotes\Hwy 169 S Ph 3 Lighting Quote.docx



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Grand Rapids, MN
2024 Highway 169 South Lighting Project, Phase 3

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2545.502	REMOVE LIGHT FOUNDATION	EACH	9
2545.503	REMOVE UNDERGROUND WIRE	LIN FT	9600
2104.502	SALVAGE AND INSTALL SIGN PANEL	EACH	1
2563.601	TRAFFIC CONTROL	LUMP SUM	1

Total Lump Sum Bid: \$ 165,440.00

We, the undersigned, doing business as Neo Electrical Solutions have carefully examined the Quotation Documents and the site of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City of Grand Rapids, MN to furnish all labor, materials, equipment, skills and facilities for the complete construction of the 2024 Highway 169 South Lighting, Phase 3 as described herein. The lump sum price shown includes sales tax and all other applicable taxes, permits and fees.

Dated this 7 day of May, 2025
 Name of Company Neo Electrical Solutions
 Signature of Authorized Representative Nathan Meyer
 Printed Name of Authorized Representative Nathan Meyer
 Title of Authorized Representative Project Manager
 Legal Address 2180 Jack Breault Dr Hudson WI 54016
 Business Phone 651-508-1012

SPECIAL PROVISIONS

General:

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2. EJCDC Standard Form of Agreement Between Owner and Contractor on the Basis of Lump Sum will be executed for the project once a contractor is awarded the project.
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CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12, 2025

AGENDA ITEM: Consider accepting the resignation of Melissa Bahr from the GREDA.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Melissa Bahr has been serving on the GREDA since March 2024. Due to a changes in availability, Ms. Bahr has submitted her resignation. This creates a vacancy for an unexpired term through March 1, 2030.

Attached: Letter of Resignation

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation of Melissa Bahr from the GREDA and authorize staff to begin the process of filling the position.

Dear Rob Mattei,

I hope this email finds you well. It is with sincere regret that I submit my resignation as Commissioner for the Grand Rapids Economic Development Authority, effective today Wednesday, May 7, 2025.

Due to unforeseen work conflicts with the Minnesota Legislature, I find myself unable to continue serving in this capacity. This decision has not been an easy one, as being part of this committee has been a truly rewarding experience. I have deeply appreciated the collaborative efforts, meaningful discussions, and the dedication of everyone involved in driving economic growth for Grand Rapids.

I want to express my gratitude for the opportunity to contribute to the important work of the Authority. It has been an honor to serve alongside such talented and committed individuals. While I may be stepping away from this role, I remain eager to support the mission and success of the organization in any way I can.

Thank you for your understanding, and please know that I will continue to promote the mission of GREDA after I step down. I hope to stay connected and look forward to seeing the continued achievements of the Grand Rapids Economic Development Authority.

Warmest regards,

Malissa J. Bahr



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12, 2025

AGENDA ITEM: Consider approving resolution/Use Agreements with GRAHA and Star of the North Skating

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

Attached are two resolutions containing Use Agreements with Grand Rapids Amateur Hockey Association and Star of the North Skating Club. These are three-year agreements. Please see for details.

REQUESTED COUNCIL ACTION:

Make a motion to adopt Resolutions approving use agreements with GRAHA and Star of the North Skating.

SNSC Board Member _____ introduced the following resolution and moved its adoption:
 City Council Member _____ introduced the following resolution, City Council Member _____ seconded
 the motion and moved its adoption:

RESOLUTION APPROVING IRA CIVIC CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT, by and between the City of Grand Rapids, Minnesota a municipal corporation, hereinafter referred to as the “City”, and Star of the North Skating Club, Grand Rapids, Minnesota, hereinafter referred to as the “SNSC”, entered into this ____ day of _____, 2025.

RECITALS

WHEREAS, City owns and operates the IRA Civic Center; and

WHEREAS, School has determined that the IRA Civic Center is a suitable facility for conducting SNSC's figure skating programming; and

WHEREAS, SNSC wishes to lease the IRA Civic Center, on occasion in its entirety and on other occasions specific portions thereof; and

WHEREAS, City and SNSC wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which SNSC shall lease the IRA Civic Center or portions thereof;

NOW THEREFORE, for good and valuable mutual consideration, City and SNSC mutually agree as follows:

ARTICLE I - AGREEMENT TO LEASE

WHEREAS, the City is a Statutory City organized under *Minnesota Statute Chapter 412*, with the authority to provide for the economic development and general welfare of the City, in accordance with statutory authority, including the ability to enter contracts; and Lease Agreement.

WHEREAS, in consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, City does hereby lease to SNSC the IRA Civic Center solely to the extent specified in this Lease Agreement.

1. In consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, City does hereby lease to SNSC the IRA Civic Center solely to the extent specified in this Lease Agreement.
2. The City is in the process of remodeling the IRA Civic Center on City-owned real property located at 1401 Third Avenue NW, Grand Rapids, MN 55744 (the “Property”); and
3. Pursuant to 2020 Laws of Minnesota, Chapter 3, Art. 1, Section 21, Subdivision 21, the City was awarded a grant from the State of Minnesota in the amount of \$5 million (the “State Grant”) for the purpose of design, construction, and equipping of capital improvements to the IRA Civic Center, thereon (the “Project”), as set forth in that certain Grant Agreement – Construction Grant for the IRA Civic Center, SPAP-20-0014-P-FY23, dated October 22, 2020 (the “State Grant Agreement”).
4. Under the provisions of *Minnesota Statutes, Sections 471.15 to 471.191*, the City is authorized to remodel the Property as a civic center, and to thereafter expend funds for the operation and maintenance of the

civic center and the operation of the Governmental Program (as defined in the State Grant Agreement) a part of its program of public recreation, and to directly operate such program; and

Item 15.

5. Conditions Precedent. All obligations of the Parties set forth herein are subject to the conditions precedent that the Parties shall have received the following (unless waived in writing by the Parties):
 - a. Resolution of the SNSC authorizing body the terms and conditions of this Agreement;
 - b. Resolution of the Grand Rapids City Council authorizing the approval of the terms and conditions of this Agreement;
 - c. A favorable written opinion of City of Grand Rapids legal counsel that all necessary approvals, including, but not limited to, the Minnesota Department of Department of Management and Budget (“MMB”) have been received by the City to move forward with this Agreement.
6. No Joint Venture. Nothing herein contained shall be construed to place the parties in a relationship of partners or joint ventures and neither party shall have the power to obligate or bind the other in any manner whatsoever.
7. Dispute Resolution. Parties agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
8. State Grant Agreement Requirements. In addition to the requirements related to the State Grant and the State Grant Agreement set forth elsewhere in this Agreement, the provisions set forth in this Section are required under the State Grant Agreement.
 - a. The Parties acknowledge and recognize that this Agreement is subject to the terms and conditions of the State Grant Agreement. Accordingly, this Agreement must be approved in writing by the Commissioner of Management and Budget (“Commissioner”), and absent such approval it is null and void and of no force or effect. The Parties agree to cooperate to obtain all necessary approvals and signatures under the State Grant Agreement.
 - b. The Parties acknowledge and recognize that the terms, conditions and provisions of the State Grant Agreement control over any inconsistent provisions in this Agreement.
 - c. The Parties acknowledge that the City is a public body with authority under the Act to own the Civic Center and operate the Governmental Program, as defined in the State Grant Agreement.
 - d. This Agreement may be terminated by the City if there is an Event of Default by the SNSC, or in the event that the City is no longer authorized by law to own the Property or operate the Civic Center.
 - e. This Agreement will automatically and immediately terminate upon a termination of the Governmental Program, as defined in the State Grant Agreement, or change in such Governmental Program that no longer allows the City to continue to own or operate The Civic Center for the Governmental Program. The City will give the SNSC as much notice as possible and, to the extent permitted by law, the Parties shall use good faith efforts to enter into a new agreement with the same or substantially similar terms as this Agreement.
 - f. The SNSC is prohibited from creating or allowing any voluntary lien or encumbrance or any involuntary lien or encumbrance upon the Property, except with the advance written consent of the Commissioner.
 - g. Any changes, alterations, or modifications to this Agreement must be agreed to, in writing, by the Commissioner.

9. Compliance as to Bonds.

9.1 Subject to direction from Minnesota Management and Budget, interest on any bonds issued by the State for the Project is intended to be excludable from gross income for federal income tax purposes (“Tax-Exempt Bonds”) and if the City or the Commissioner determines, based upon the written notice of nationally recognized bond counsel, that any action under this Agreement creates a significant risk that interest on any Tax-Exempt Bonds will not be excludable from gross income for federal income tax purposes, the Parties shall negotiate in good faith to agree on alternative action to avoid such a result. In no event shall the foregoing agreement require any Party to amend or modify any material term of this Agreement.

9.2 The SNSC irrevocably waives any claim for depreciation or investment credit with respect to the Property and shall not deduct any payments to the City provided for in this Agreement as rent.

10. REPORTING AND PROGRAM OVERSIGHT

a. General Documentation. SNSC shall promptly submit to City, upon written request, any such documentation, information and reports as are needed by City to fulfil its reporting requirements under the Grant Agreement.

b. Initial Report. Upon execution of this Lease, SNSC shall provide City with an initial program evaluation report to show, among other things, anticipated revenue and expenses.

c. Annual Reporting. On an annual basis, not later than the date necessary for City to fulfil its reporting requirements under Section 2.04 of the Grant Agreement, SNSC shall submit to City the following information (the “Annual Report”):

A) A report of major activities at the Property for the current fiscal year of SNSC, and a description of how the major activities meet the elements of the Governmental Program.

B) SNSC’s annual budget including revenues and expenses for the current fiscal year that show that forecast revenues (from all sources) will be equal to or exceed forecast program expenses.

C) SNSC’s projected budgets for funding operations of the Property for the next fiscal year that show that forecast revenues (from all sources) will be equal to or greater than forecast program expenses.

11. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.

12. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and the SNSC and approved in writing by the Commissioner of Minnesota Management and Budget.

13. Records—Availability and Retention. Pursuant to *Minn. Stat. § 16C.05, subd. 5*, the SNSC agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the SNSC and involve transactions relating to this Contract. The SNSC agrees to maintain these records for a period of six years from the date of termination of this Agreement.

14. Events of Default. An Event of Default includes: the failure of either Party to observe or perform its obligations hereunder and the breach or default of this Agreement by either Party.

15. Force Majeure. The Parties shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.
16. Governing Law. This Contract shall be deemed to have been made and accepted in Itasca County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
17. Data Practices. The Parties acknowledge that this Contract is subject to the requirements of *Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 et seq.* The SNSC agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The SNSC understands that all of the data created, collected, received, stored, used, maintained or disseminated by the SNSC in performing those functions that the City would perform is subject to the requirements of the Act, and the SNSC must comply with those requirements as if it were a government entity. This does not create a duty on the part of the SNSC to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Contract.
18. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
19. Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
20. Entire Contract. These terms and conditions constitute the entire Contract between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
21. Recitals. The Recitals set forth above are incorporated into and are made a part of this Amendment.
22. Headings and Captions. Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
23. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party of Parties, and any undischarged obligations of City and the SNSC arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
24. Execution. This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

25. **SNSC's Right of Possession and Use:** SNSC shall have the right to possess and use the IRA Civic Center. SNSC's right to possess and use the IRA Civic Center shall be intermittent and confined to those portions of the IRA Civic Center necessary to carry out SNSC's intended uses. City and its licensees shall have the right to enter upon and use the IRA Civic Center at all times. SNSC shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. SNSC shall not permit any hazardous or dangerous activity to be conducted at the IRA Civic Center or any activity which will increase insurance risks for premiums on the premises.
26. **Schedule of Use:** SNSC shall submit to City annually before April 1 a schedule of all proposed ice uses for the following year, which schedule shall be subject to City's approval. ISD 318 and GRAHA's ice uses shall be given priority scheduling by the City.
27. **Supervision, Crowd Control:**
- a. **Safety:** SNSC shall be responsible to summon appropriate medical personnel in the event any such persons require medical attention.
 - b. **Crowd Control:** SNSC shall monitor and oversee spectator activity for the purpose of maintaining orderly behavior and compliance with any policies for the use of the IRA Civic Center which may be promulgated by City from time-to-time.
28. **Parking Lot:** SNSC, its participants, staff and spectators shall have the right to use the IRA Civic Center parking lot in conjunction with School's activities and events at the IRA Civic Center, subject to parking lot utilization policies which may be promulgated by City from time-to-time. Said use shall be in common with other invitees of City who may be using the IRA Civic Center.
29. **Concessions:** City retains the exclusive right to operate all concessions at the IRA Civic Center, either through representatives of City or City's assignees. This Lease Agreement does not confer upon SNSC the right to operate concessions at the IRA Civic Center.

ARTICLE II – LEASE

1. **Lease:** SNSC shall pay to City monthly lease payments in accordance with the following table:

Period	Base Hourly Rate
July 1, 2025 through June 30, 2026	\$169/hour
July 1, 2026 through June 30, 2027	\$173/hour
July 1, 2027 through June 30, 2028	\$179/hour

2. **Usage:** SNSC may use the premises only for the purposes described in this Agreement and shall not sublet or otherwise rent the ice to the public or any other outside group.
3. **Lease Renegotiations:** Lease renegotiations due to the increase or alteration in use by SNSC shall be conducted in accord with this Section. For the 2028-2029 lease period, the parties shall conduct any renegotiations during the month of March 2028. If the parties are unable to reach agreement after any such renegotiation, then this agreement shall terminate as of June 30, 2028.

4. Within thirty (30) days of the end of each 12 month period in the Lease term, starting on the Effective Date of the Lease (each such 12 month period shall be referred to herein as "Lease Year"), City agrees to provide the Commissioner of the Department of Management and Budget, his or her successor or assigns, a reconciliation of all rent received under all use agreements for the Property and the operating and maintenance expenses for the Property for the then just-completed Lease Year ("Reconciliation Statement"). If for any Lease Year the rent collected for Property for the prior Lease Year exceeds the operating and maintenance expenses for the Property for such prior Lease Year, based upon the City's Reconciliation Statement, then City shall immediately refund to SNSC any overpayment. SNSC shall provide evidence of such refund to the Commissioner of the Department of Management and Budget, his or her successor or assigns, within 30 days of the end of such Lease Year.

ARTICLE III – MAINTENANCE, REPAIR

1. **Maintenance, Repair:** City shall at all times during the term of this Lease Agreement, at City's own cost and expense, repair and maintain the IRA Civic Center, any improvements or alterations thereto, all fixtures and equipment therein, and the exterior of the building and the parking lot, except as otherwise provided in this Article.
2. **Damages:** SNSC shall reimburse City for the reasonable cost to repair and restore the IRA Civic Center in the event of damage to the premises caused by negligence on the part of participants, coaches or other staff, or spectators who are in or upon the IRA Civic Center in conjunction with any of SNSC's activities or events.
3. **Clean up:** Although City retains ultimate responsibility for maintenance, SNSC shall perform routine clean up after its use of the premises, including proper storage of all equipment, pick up and proper disposal of litter.
4. **Alterations, Improvements:** SNSC shall not make alterations or improvements to the premises without the advance written consent of City.

ARTICLE IV - UTILITIES

1. City shall furnish such heat, air conditioning, water, sewer, electricity and garbage collection as shall be necessary, in City's judgment for the comfortable use and occupancy of the premises under normal conditions.
2. SNSC shall conserve heat, water, and electricity, and shall not neglect or misuse, water fixtures, electric lights, or other equipment or facilities furnished in conjunction with City's provision of utilities pursuant to this Article.

ARTICLE V - TERM

1. The term of this Lease Agreement shall be from July 1, 2025 through June 30, 2028, except that this Lease Agreement may terminate pursuant to the terms and conditions contained in this Agreement.
2. Notwithstanding anything to the contrary contained herein, City is not required to renew this Lease with SNSC, and may at that time, in its sole option and discretion (i) decide to self-operate the Governmental Program in the Property, (ii) contract with some other entity to operate the Governmental Program in the Property, or (iii) determine that the Property is no longer needed or useful for the operation of the Governmental Program and sell its interest in the Property.

ARTICLE VI - DEFAULTS

1. On the occurrence of either of the following: (a) a lease payment from the SNSC to the City shall remain unpaid in whole or in part for more than thirty (30) days after it is due and payable; or (b) the SNSC's violation or default in any of covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice from the City of such violation or default; then it shall be optional for the City to declare this Lease Agreement forfeited and the terms, including SNSC's right of use and possession of the IRA Civic Center, ended.
2. City shall not be deemed to be in default under this Lease Agreement until the SNSC has given the City written notice specifying the nature of the default, and the City does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such character as to reasonably require more than thirty (30) days to cure.

ARTICLE VII - ASSIGNMENT, SUBLETTING

1. SNSC shall not assign any rights or duties under this Lease Agreement or sublet the leased premises, or any part thereof, nor allow any other person to occupy or use the leased premises without the prior written consent of City, which consent shall not unreasonably be withheld. A consent to one assignment, sublease or other occupation or use by any other person or entity shall not be a consent to any subsequent assignment, sublease, occupation or use by persons other than School. This Lease Agreement shall not be assignable, as to the interest of SNSC, by operation of law, without the written consent of City. If City does give consent to assignment, subletting or occupation by another, such consent shall not release SNSC from its obligations hereunder unless a release is specifically given by City.

ARTICLE VIII - CITY'S ACCESS

1. City, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspecting, repairing, altering or improving the leased premises, or for any other purpose. There shall be no diminution of rent and no liability on the part of City by reason of any inconvenience, annoyance or injury caused by City's reasonable exercise of the rights reserved by City in this Article.

ARTICLE IX - FIRE AND OTHER CASUALTY

1. If during the term of this Lease Agreement the leased premises or any portion thereof shall be damaged or destroyed by fire or other casualty so that the said leased premises or a portion thereof shall thereby be rendered unfit for use or occupation, City shall have the option to either (a) repair such damage with all reasonable diligence and restore the premises to substantially the condition immediately prior to such event, and until said premises shall have been duly repaired and restored, the rent herein reserved, or a just and proportionate part thereof, according to the nature and extent of the injury which has been sustained, shall be abated, or (b) City may terminate this lease and end the term thereof, and in case of such termination, the rent shall be paid to the date of such fire or casualty and all other further obligations on the part of either party hereto shall cease.

ARTICLE X - HOLDING OVER

1. Any holding over by SNSC of the leased premises after the expiration or termination of the term of this Lease Agreement without consent of City shall constitute a default by SNSC hereunder and SNSC shall be liable and responsible for all damages and costs sustained by City thereby. Said holding over shall constitute SNSC to be a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Agreement and so far as the same can be applicable to a month-to-month tenancy.

ARTICLE XI - INDEMNIFICATION, INSURANCE

1. Indemnity: SNSC shall protect, defend, hold harmless and indemnify City against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorney's fees for defense, arising out of or in any way related to SNSC's use of the premises or any of SNSC's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by City. In case of any action or proceeding brought against City by reason of a claim covered by this Agreement, upon notice from City, SNSC covenants to defend such action or proceeding by counsel reasonable satisfactory to City.
2. Insurance: SNSC shall maintain through the term of this Lease Agreement a policy of comprehensive general liability insurance with limits of at least \$1,000,000 per person, \$1,000,000 per occurrence, or City's statutory limits of liability pursuant to Minnesota Statutes, whichever is greater. As to each such policy City shall be named as an additional insured. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with City by SNSC prior to commencement of occupancy of the premises by SNSC. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving City thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability

endorsement evidencing insurance coverage for SNSC's indemnification obligation to City under this Lease Agreement.

Item 15.

3. Liability to SNSC: City shall not be liable to SNSC or to any employee, student or invitee of SNSC for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages attributable exclusively to the negligence or breach of this Lease Agreement by City, its employees or agents, by a court of competent jurisdiction.
4. Liability Limits Not Waived: Nothing in this Article XI shall cause either City or SNSC to be subject to liability in excess of any statutory limits of liability applicable to City or SNSC.

ARTICLE XII - MISCELLANEOUS

1. Notices: All notices herein provided for shall be sent by registered mail, postage prepaid, return receipt requested, and shall be deemed to have been given when sent, and if by SNSC to City shall be addressed to City at the place herein provided for the payment of rent, and if given by City to SNSC shall be addressed to: President, SNSC, PO Box 111, Grand Rapids, MN 55744-0111.
2. Waiver, Modification: No waiver of any condition, covenant, right or option of this Lease by City shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement. No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties in the same manner as the execution of this Lease.
3. Representations: Neither City nor any agent or employee of City has made any representations or promises with respect to the leased premises or the IRA Civic Center except as herein expressly set forth, and no rights, privileges, easements or licenses are required by SNSC except as herein expressly set forth.
4. Cumulative Rights: No right or remedy herein conferred on and reserved to the SNSC or the City is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative in addition to every other right or remedy given herein or not or hereafter existing by law or in equity or by statute.
5. Approvals: Wherever the City's or the SNSC's approval or consent shall be required herein, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld and shall be deemed to have been given, unless within twenty (20) days of the request therefor, the City or the SNSC, as appropriate, notifies the requesting party that the City or the SNSC, as appropriate, is denying such approval or consent, stating in such notice that reasonable grounds therefor.
6. Successors, Assigns: This Lease Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. However, nothing in this paragraph shall be deemed to avoid the necessity of SNSC obtaining written consent from City to assign or sublet this Lease Agreement.
7. No Partnership: Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between City and SNSC or to create any other relationship between the parties hereto other than that of City and SNSC.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written

Item 15.

CITY: CITY OF GRAND RAPIDS

BY: _____
Its Mayor

BY: _____
Its City Clerk

Date: _____

SNSC:

BY: _____
Its _____

BY: _____
Its _____

Date: _____

GRAHA Board Member _____ introduced the following resolution and moved its adoption:
 City Council Member _____ introduced the following resolution, City Council Member _____ seconded
 the motion and moved its adoption:

RESOLUTION APPROVING IRA CIVIC CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT, by and between the City of Grand Rapids, Minnesota a municipal corporation, hereinafter referred to as the “City”, and Grand Rapids Amateur Hockey Association, Grand Rapids, Minnesota, hereinafter referred to as the “GRAHA”, entered into this ____ day of _____, 2025.

RECITALS

WHEREAS, City owns and operates the IRA Civic Center; and

WHEREAS, GRAHA has determined that the IRA Civic Center is a suitable facility for conducting GRAHA's hockey programming; and

WHEREAS, GRAHA wishes to lease the IRA Civic Center, on occasion in its entirety and on other occasions specific portions thereof; and

WHEREAS, City and GRAHA wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which GRAHA shall lease the IRA Civic Center or portions thereof;

NOW THEREFORE, for good and valuable mutual consideration, City and GRAHA mutually agree as follows:

ARTICLE I - AGREEMENT TO LEASE

WHEREAS, the City is a Statutory City organized under *Minnesota Statute Chapter 412*, with the authority to provide for the economic development and general welfare of the City, in accordance with statutory authority, including the ability to enter contracts; and Lease Agreement.

WHEREAS, in consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, City does hereby lease to GRAHA the IRA Civic Center solely to the extent specified in this Lease Agreement.

1. In consideration of and subject to the mutual covenants, conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, City does hereby lease to GRAHA the IRA Civic Center solely to the extent specified in this Lease Agreement.
2. The City is in the process of remodeling the IRA Civic Center on City-owned real property located at 1401 Third Avenue NW, Grand Rapids, MN 55744 (the “Property”); and
3. Pursuant to 2020 Laws of Minnesota, Chapter 3, Art. 1, Section 21, Subdivision 21, the City was awarded a grant from the State of Minnesota in the amount of \$5 million (the “State Grant”) for the purpose of design, construction, and equipping of capital improvements to the IRA Civic Center, thereon (the “Project”), as set forth in that certain Grant Agreement – Construction Grant for the IRA Civic Center, SPAP-20-0014-P-FY23, dated October 22, 2020 (the “State Grant Agreement”).
4. Under the provisions of *Minnesota Statutes, Sections 471.15 to 471.191*, the City is authorized to remodel the Property as a civic center, and to thereafter expend funds for the operation and maintenance of the

civic center and the operation of the Governmental Program (as defined in the State Grant Agreement) a part of its program of public recreation, and to directly operate such program; and

Item 15.

5. Conditions Precedent. All obligations of the Parties set forth herein are subject to the conditions precedent that the Parties shall have received the following (unless waived in writing by the Parties):
 - a. Resolution of the GRAHA authorizing body the terms and conditions of this Agreement;
 - b. Resolution of the Grand Rapids City Council authorizing the approval of the terms and conditions of this Agreement;
 - c. A favorable written opinion of City of Grand Rapids legal counsel that all necessary approvals, including, but not limited to, the Minnesota Department of Department of Management and Budget (“MMB”) have been received by the City to move forward with this Agreement.
6. No Joint Venture. Nothing herein contained shall be construed to place the parties in a relationship of partners or joint ventures and neither party shall have the power to obligate or bind the other in any manner whatsoever.
7. Dispute Resolution. Parties agree to negotiate all disputes between them in good faith for a period of Thirty (30) days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law.
8. State Grant Agreement Requirements. In addition to the requirements related to the State Grant and the State Grant Agreement set forth elsewhere in this Agreement, the provisions set forth in this Section are required under the State Grant Agreement.
 - a. The Parties acknowledge and recognize that this Agreement is subject to the terms and conditions of the State Grant Agreement. Accordingly, this Agreement must be approved in writing by the Commissioner of Management and Budget (“Commissioner”), and absent such approval it is null and void and of no force or effect. The Parties agree to cooperate to obtain all necessary approvals and signatures under the State Grant Agreement.
 - b. The Parties acknowledge and recognize that the terms, conditions and provisions of the State Grant Agreement control over any inconsistent provisions in this Agreement.
 - c. The Parties acknowledge that the City is a public body with authority under the Act to own the Civic Center and operate the Governmental Program, as defined in the State Grant Agreement.
 - d. This Agreement may be terminated by the City if there is an Event of Default by the GRAHA, or in the event that the City is no longer authorized by law to own the Property or operate the Civic Center.
 - e. This Agreement will automatically and immediately terminate upon a termination of the Governmental Program, as defined in the State Grant Agreement, or change in such Governmental Program that no longer allows the City to continue to own or operate The Civic Center for the Governmental Program. The City will give the GRAHA as much notice as possible and, to the extent permitted by law, the Parties shall use good faith efforts to enter into a new agreement with the same or substantially similar terms as this Agreement.
 - f. The GRAHA is prohibited from creating or allowing any voluntary lien or encumbrance or any involuntary lien or encumbrance upon the Property, except with the advance written consent of the Commissioner.
 - g. Any changes, alterations, or modifications to this Agreement must be agreed to, in writing, by the Commissioner.

9. Compliance as to Bonds.

9.1 Subject to direction from Minnesota Management and Budget, interest on any bonds issued by the State for the Project is intended to be excludable from gross income for federal income tax purposes (“Tax-Exempt Bonds”) and if the City or the Commissioner determines, based upon the written notice of nationally recognized bond counsel, that any action under this Agreement creates a significant risk that interest on any Tax-Exempt Bonds will not be excludable from gross income for federal income tax purposes, the Parties shall negotiate in good faith to agree on alternative action to avoid such a result. In no event shall the foregoing agreement require any Party to amend or modify any material term of this Agreement.

9.2 The GRAHA irrevocably waives any claim for depreciation or investment credit with respect to the Property and shall not deduct any payments to the City provided for in this Agreement as rent.

10. REPORTING AND PROGRAM OVERSIGHT

a. General Documentation. GRAHA shall promptly submit to City, upon written request, any such documentation, information and reports as are needed by City to fulfil its reporting requirements under the Grant Agreement.

b. Initial Report. Upon execution of this Lease, GRAHA shall provide City with an initial program evaluation report to show, among other things, anticipated revenue and expenses.

c. Annual Reporting. On an annual basis, not later than the date necessary for City to fulfil its reporting requirements under Section 2.04 of the Grant Agreement, GRAHA shall submit to City the following information (the “Annual Report”):

A) A report of major activities at the Property for the current fiscal year of GRAHA, and a description of how the major activities meet the elements of the Governmental Program.

B) GRAHA’s annual budget including revenues and expenses for the current fiscal year that show that forecast revenues (from all sources) will be equal to or exceed forecast program expenses.

C) GRAHA’s projected budgets for funding operations of the Property for the next fiscal year that show that forecast revenues (from all sources) will be equal to or greater than forecast program expenses.

11. Assignment. This Agreement may not be assigned by either Party without the written consent of the other Party.

12. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, and signed by authorized representative of the City and the GRAHA and approved in writing by the Commissioner of Minnesota Management and Budget.

13. Records—Availability and Retention. Pursuant to *Minn. Stat. § 16C.05, subd. 5*, the GRAHA agrees that the City, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., which are pertinent to the accounting practices and procedures of the GRAHA and involve transactions relating to this Contract. The GRAHA agrees to maintain these records for a period of six years from the date of termination of this Agreement.

14. Events of Default. An Event of Default includes: the failure of either Party to observe or perform its obligations hereunder and the breach or default of this Agreement by either Party.

15. Force Majeure. The Parties shall each be excused from performance under this Contract while and to the extent that either of them are unable to perform, for any cause beyond its reasonable control. Such causes shall include, but not be restricted to fire, storm, flood, earthquake, explosion, war, total or partial failure of transportation or delivery facilities, raw materials or supplies, interruption of utilities or power, and any act of government or military authority. In the event either Party is rendered unable wholly or in part by force majeure to carry out its obligations under this Contract then the Party affected by force majeure shall give written notice with explanation to the other Party immediately.
16. Governing Law. This Contract shall be deemed to have been made and accepted in Itasca County, Minnesota, and the laws of the State of Minnesota shall govern any interpretations or constructions of the Contract without regard to its choice of law or conflict of laws principles.
17. Data Practices. The Parties acknowledge that this Contract is subject to the requirements of *Minnesota's Government Data Practices Act (Act), Minnesota Statutes, Section 13.01 et seq.* The GRAHA agrees to abide by the applicable provisions of the Act, HIPAA requirements and all other applicable state or federal rules, regulations or orders pertaining to privacy or confidentiality. The GRAHA understands that all of the data created, collected, received, stored, used, maintained or disseminated by the GRAHA in performing those functions that the City would perform is subject to the requirements of the Act, and the GRAHA must comply with those requirements as if it were a government entity. This does not create a duty on the part of the GRAHA to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Contract.
18. No Waiver. Any Party's failure in any one or more instances to insist upon strict performance of any of the terms and conditions of this Contract or to exercise any right herein conferred shall not be construed as a waiver or relinquishment of that right or of that Party's right to assert or rely upon the terms and conditions of this Contract. Any express waiver of a term of this Contract shall not be binding and effective unless made in writing and properly executed by the waiving Party.
19. Severability. The invalidity or unenforceability of any provision of this Contract shall not affect the validity or enforceability of any other provision. Any invalid or unenforceable provision shall be deemed severed from this Contract to the extent of its invalidity or unenforceability, and this Contract shall be construed and enforced as if the Contract did not contain that particular provision to the extent of its invalidity or unenforceability.
20. Entire Contract. These terms and conditions constitute the entire Contract between the Parties regarding the subject matter hereof. All discussions and negotiations are deemed merged in this Contract.
21. Recitals. The Recitals set forth above are incorporated into and are made a part of this Amendment.
22. Headings and Captions. Headings and captions contained in this Contract are for convenience only and are not intended to alter any of the provisions of this Contract and shall not be used for the interpretation of the validity of the Contract or any provision hereof.
23. Survivability. All covenants, indemnities, guarantees, releases, representations and warranties by any Party of Parties, and any undischarged obligations of City and the GRAHA arising prior to the expiration of this Contract (whether by completion or earlier termination), shall survive such expiration.
24. Execution. This Contract may be executed simultaneously in two or more counterparts that, when taken together, shall be deemed an original and constitute one and the same document. The signature of any Party to the counterpart shall be deemed a signature to the Contract, and may be appended to, any other counterpart. Facsimile and email transmissions of executed signature pages shall be deemed as originals and sufficient to bind the executing Party.

25. **GRAHA's Right of Possession and Use:** GRAHA shall have the right to possess and use the IRA Civic Center for the purposes of hockey. GRAHA's right to possess and use the IRA Civic Center shall be intermittent and confined to the IRA Civic Center. City and its licensees shall have the right to enter upon and use the IRA Civic Center at all times. GRAHA shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. GRAHA shall not permit any hazardous or dangerous activity to be conducted at the IRA Civic Center or any activity which will increase insurance risks for premiums on the premises.
26. **Schedule of Use:** GRAHA shall submit to City annually before April 1 a schedule of all proposed ice uses for the following year, which schedule shall be subject to City's approval. GRAHA's ice uses shall be given priority scheduling by the City.
27. **Supervision, Crowd Control:**
- a. **Safety:** GRAHA shall be responsible to summon appropriate medical personnel in the event any such persons require medical attention.
 - b. **Crowd Control:** GRAHA shall monitor and oversee spectator activity for the purpose of maintaining orderly behavior and compliance with any policies for the use of the IRA Civic Center which may be promulgated by City from time-to-time.
28. **Parking Lot:** GRAHA, its participants, staff and spectators shall have the right to use the IRA Civic Center parking lot in conjunction with GRAHA's activities and events at the IRA Civic Center, subject to parking lot utilization policies which may be promulgated by City from time-to-time. Said use shall be in common with other invitees of City who may be using the IRA Civic Center.

ARTICLE II – LEASE

1. **Lease:** GRAHA shall pay to City monthly lease payments in accordance with the following table:

Period	Base Hourly Rate	Maximum Payment
July 1, 2025, through June 30, 2026	\$169/hour	\$246,804
July 1, 2026, through June 30, 2027	\$173/hour	\$253,293
July 1, 2027, through June 30, 2028	\$179/hour	\$262,290

2. **Usage:** GRAHA may use the premises only for the purposes described in this Agreement and shall not sublet or otherwise rent the ice to the public or any other outside group.
3. **Responsibilities of GRAHA:**
- a. GRAHA shall be responsible for the supervision and cleaning of the Pavilion Warming Shack, Mondays through Fridays from 4:00 p.m. to 9:00 p.m. during the outdoor skating season.

- b. Should the Civic Center indoor ice arena be booked, GRAHA shall have priority scheduling in the Miner's Pavilion at no charge.
 - c. GRAHA shall not do or permit to be done anything which will invalidate or increase the cost of any fire and extended coverage insurance policy covering the premises and will not allow the premises to be used for any immoral, unlawful or objectionable purpose.
 - d. GRAHA coaches will be responsible for opening the facility for early bird practice (6:30 a.m.) throughout the season. Designated coaches will be given keys to open the facility and for turning on lights. Coaches agree to only use assigned keys for their scheduled early bird practices and for no other time to enter the facility. It is understood that there will not be City staff present at this time.
4. Lease Renegotiations: Lease renegotiations due to the increase or alteration in use by GRAHA shall be conducted in accord with this Section. For the 2028-2029 lease period, the parties shall conduct any renegotiations during the month of March 2028. If the parties are unable to reach agreement after any such renegotiation, then this agreement shall terminate as of June 30, 2028.
 5. Within thirty (30) days of the end of each 12 month period in the Lease term, starting on the Effective Date of the Lease (each such 12 month period shall be referred to herein as "Lease Year"), City agrees to provide the Commissioner of the Department of Management and Budget, his or her successor or assigns, a reconciliation of all rent received under all use agreements for the Property and the operating and maintenance expenses for the Property for the then just-completed Lease Year ("Reconciliation Statement"). If for any Lease Year the rent collected for Property for the prior Lease Year exceeds the operating and maintenance expenses for the Property for such prior Lease Year, based upon the City's Reconciliation Statement, then City shall immediately refund to GRAHA any overpayment. GRAHA shall provide evidence of such refund to the Commissioner of the Department of Management and Budget, his or her successor or assigns, within 30 days of the end of such Lease Year.

ARTICLE III – MAINTENANCE, REPAIR

1. Maintenance, Repair: City shall at all times during the term of this Lease Agreement, at City's own cost and expense, repair and maintain the IRA Civic Center, any improvements or alterations thereto, all fixtures and equipment therein, and the exterior of the building and the parking lot, except as otherwise provided in this Article.
2. Damages: GRAHA shall reimburse City for the reasonable cost to repair and restore the IRA Civic Center in the event of damage to the premises caused by negligence on the part of participants, coaches or other staff, or spectators who are in or upon the IRA Civic Center in conjunction with any of GRAHA's activities or events.
3. Clean up: Although City retains ultimate responsibility for maintenance, GRAHA shall perform routine clean up after its use of the premises, including proper storage of all equipment, pick up and proper disposal of litter.
4. Alterations, Improvements: GRAHA shall not make alterations or improvements to the premises without the advance written consent of City.

ARTICLE IV - UTILITIES

1. City shall furnish such heat, air conditioning, water, sewer, electricity and garbage collection as shall be necessary, in City's judgment for the comfortable use and occupancy of the premises under normal conditions.
2. GRAHA shall conserve heat, water, and electricity, and shall not neglect or misuse, water fixtures, electric lights, or other equipment or facilities furnished in conjunction with City's provision of utilities pursuant to this Article.

ARTICLE V - TERM

1. The term of this Lease Agreement shall be from July 1, 2025 through June 30, 2028, except that this Lease Agreement may terminate pursuant to the terms and conditions contained in this Agreement.
2. Notwithstanding anything to the contrary contained herein, City is not required to renew this Lease with GRAHA, and may at that time, in its sole option and discretion (i) decide to self-operate the Governmental Program in the Property, (ii) contract with some other entity to operate the Governmental Program in the Property, or (iii) determine that the Property is no longer needed or useful for the operation of the Governmental Program and sell its interest in the Property.

ARTICLE VI - DEFAULTS

1. On the occurrence of either of the following: (a) a lease payment from the GRAHA to the City shall remain unpaid in whole or in part for more than thirty (30) days after it is due and payable; or (b) the GRAHA's violation or default in any of covenants, agreements, stipulations or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice from the City of such violation or default; then it shall be optional for the City to declare this Lease Agreement forfeited and the terms, including GRAHA's right of use and possession of the IRA Civic Center, ended.
2. City shall not be deemed to be in default under this Lease Agreement until the GRAHA has given the City written notice specifying the nature of the default, and the City does not cure such default within thirty (30) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of such character as to reasonably require more than thirty (30) days to cure.

ARTICLE VII - ASSIGNMENT, SUBLETTING

1. GRAHA shall not assign any rights or duties under this Lease Agreement or sublet the leased premises, or any part thereof, nor allow any other person to occupy or use the leased premises without the prior written consent of City, which consent shall not unreasonably be withheld. A consent to one assignment, sublease or other occupation or use by any other person or entity shall not be a consent to any subsequent assignment, sublease, occupation or use by persons other than GRAHA. This Lease Agreement shall not be assignable, as to the interest of GRAHA, by operation of law, without the written consent of City. If City does give consent to assignment, subletting or occupation by another, such consent shall not release GRAHA from its obligations hereunder unless a release is specifically given by City.

ARTICLE VIII - CITY'S ACCESS

1. City, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspecting, repairing, altering or improving the leased premises, or for any other purpose. There shall be no diminution of rent and no liability on the part of City by reason of any inconvenience, annoyance or injury caused by City's reasonable exercise of the rights reserved by City in this Article.

ARTICLE IX - FIRE AND OTHER CASUALTY

1. If during the term of this Lease Agreement the leased premises or any portion thereof shall be damaged or destroyed by fire or other casualty so that the said leased premises or a portion thereof shall thereby be rendered unfit for use or occupation, City shall have the option to either (a) repair such damage with all reasonable diligence and restore the premises to substantially the condition immediately prior to such event, and until said premises shall have been duly repaired and restored, the rent herein reserved, or a just and proportionate part thereof, according to the nature and extent of the injury which has been sustained, shall be abated, or (b) City may terminate this lease and end the term thereof, and in case of such termination, the rent shall be paid to the date of such fire or casualty and all other further obligations on the part of either party hereto shall cease.

ARTICLE X - HOLDING OVER

1. Any holding over by GRAHA of the leased premises after the expiration or termination of the term of this Lease Agreement without consent of City shall constitute a default by GRAHA hereunder and GRAHA shall be liable and responsible for all damages and costs sustained by City thereby. Said holding over shall constitute GRAHA to be a tenant from month-to-month, subject to all the conditions, provisions and obligations of this Lease Agreement and so far as the same can be applicable to a month-to-month tenancy.

ARTICLE XI - INDEMNIFICATION, INSURANCE

1. Indemnity: GRAHA shall protect, defend, hold harmless and indemnify City against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorney's fees for defense, arising out of or in any way related to GRAHA's use of the premises or any of GRAHA's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by City. In case of any action or proceeding brought against City by reason of a claim covered by this Agreement, upon notice from City, GRAHA covenants to defend such action or proceeding by counsel reasonable satisfactory to City.
2. Insurance: GRAHA shall maintain through the term of this Lease Agreement a policy of comprehensive general liability insurance with limits of at least \$1,000,000 per person, \$1,000,000 per occurrence, or City's statutory limits of liability pursuant to Minnesota Statutes, whichever is greater. As to each such policy City shall be named as an additional insured. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with City by GRAHA prior to commencement of occupancy of the premises by GRAHA. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be cancelled, terminated, changed or modified without giving City thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability

endorsement evidencing insurance coverage for GRAHA's indemnification obligation to City under the Lease Agreement.

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3. **Liability to GRAHA:** City shall not be liable to GRAHA or to any employee, student or invitee of GRAHA for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages attributable exclusively to the negligence or breach of this Lease Agreement by City, its employees or agents, by a court of competent jurisdiction.
4. **Liability Limits Not Waived:** Nothing in this Article XI shall cause either City or GRAHA to be subject to liability in excess of any statutory limits of liability applicable to City or GRAHA.

ARTICLE XII - MISCELLANEOUS

1. **Notices:** All notices herein provided for shall be sent by registered mail, postage prepaid, return receipt requested, and shall be deemed to have been given when sent, and if by GRAHA to City shall be addressed to City at the place herein provided for the payment of rent, and if given by City to GRAHA shall be addressed to: President, GRAHA, PO Box 422, Grand Rapids, MN 55744.
2. **Waiver, Modification:** No waiver of any condition, covenant, right or option of this Lease by City shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement. No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties in the same manner as the execution of this Lease.
3. **Representations:** Neither City nor any agent or employee of City has made any representations or promises with respect to the leased premises or the IRA Civic Center except as herein expressly set forth, and no rights, privileges, easements or licenses are required by GRAHA except as herein expressly set forth.
4. **Cumulative Rights:** No right or remedy herein conferred on and reserved to the GRAHA or the City is intended to be exclusive of any other right or remedy hereof provided by law, but each shall be cumulative in addition to every other right or remedy given herein or not or hereafter existing by law or in equity or by statute.
5. **Approvals:** Wherever the City's or the GRAHA's approval or consent shall be required herein, such approval or consent shall not be arbitrarily or unreasonably conditioned, delayed, or withheld and shall be deemed to have been given, unless within twenty (20) days of the request therefor, the City or the GRAHA, as appropriate, notifies the requesting party that the City or the GRAHA, as appropriate, is denying such approval or consent, stating in such notice that reasonable grounds therefor.
6. **Successors, Assigns:** This Lease Agreement shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns. However, nothing in this paragraph shall be deemed to avoid the necessity of GRAHA obtaining written consent from City to assign or sublet this Lease Agreement.
7. **No Partnership:** Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between City and GRAHA or to create any other relationship between the parties hereto other than that of City and GRAHA.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written

Item 15.

CITY: CITY OF GRAND RAPIDS

BY: _____
Its Mayor

BY: _____
Its City Clerk

Date: _____

GRAHA:

BY: _____
Jon Toivonen
Its President

Date: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12, 2025

AGENDA ITEM: Consider approving the advertisement for the position of Zoning Administrator

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

With the Assistant Community Development Director position now vacant, the Administration Department is requesting permission to advertise for the position of Zoning Administrator. This position existed prior to creating the Assistant CD Director position and staff feel the Zoning Administrator position is more appropriate at this time. The 2025 grade for the Zoning Administrator is 11 with a pay range of \$67,267.20 to \$89,772.80. The job description is attached for reference.

REQUESTED COUNCIL ACTION:

Make a motion to approve the advertisement for the position of Zoning Administrator.

City of Grand Rapids Job Description

Job Title: Zoning Administrator
Department: Community Development
FLSA Status: Exempt
Approved by: City Council
Approved Date: July 26, 2021

Summary: Performs intermediate technical work compiling data for planning studies, document review, inquiry research, report writing, database maintenance and project tracking, and related work as apparent or assigned. Work is performed under the moderate supervision of the Director of Community Development.

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

- Acts as the primary contact for customer inquiries related to zoning and land use.
- Acts as the primary contact for permitting and planning zoning compliance; signs off on all permits.
- Maintains the website.
- Summarizes information from maps, reports, field and file investigations, and books.
- Traces maps and prepares statistical tabulations, computations, charts, and graphs to illustrate planning studies in areas such as population, transportation, traffic, land use, zoning, proposed subdivisions, and public utilities.
- Provides technical and professional advice; makes presentations to supervisors, boards, commissions, civic groups and the general public.
- Prepares a variety of studies, reports and related information for decision-making purposes and presents that information to the Planning Commission and City Council.
- Prepare grants applications and reports as directed.
- Prepares and updates files and records.
- Answers public inquiries and conducts field interviews.
- Makes surveys of traffic flow, parking, housing, educational facilities, recreation, zoning, and other conditions which affect planning studies.

- Assists in the review of land use proposals for conformity with existing ordinances and comprehensive plans.
- Manages and operates a database of building permit and development activities.
- Responses to citizen inquiries related to development standards, processes, building codes and zoning regulations.
- Provides assistance by performing as needed research related to planning and economic development.
- Assists in tracking zoning related public petitions to ensure deadlines are met, notifications are made, etc.
- Compose, type and edit correspondences, reports, messages and other material requiring judgment as to content, accuracy and completeness.
- Compile departmental reports as requested or required; maintain files and records.
- Attends regular and special EDA meetings.

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

Analytical - Collects and researches data.

Problem Solving - Gathers and analyzes information skillfully.

Technical Skills - Strives to continuously build knowledge and skills.

Customer Service - Responds promptly to customer needs; Responds to requests for service and assistance; Meets commitments.

Oral Communication - Listens and gets clarification; Responds well to questions; Able to present information in a public forum.

Written Communication - Writes clearly and informatively; Edits work for spelling and grammar; Varies writing style to meet needs; Presents numerical data effectively; Able to read and interpret written information.

Strategic Thinking - Develops strategies to achieve organizational goals.

Judgment - Displays willingness to make decisions; Exhibits sound and accurate judgment; Supports and explains reasoning for decisions; Includes appropriate people in decision-making process.

Motivation - Demonstrates persistence and overcomes obstacles.

Planning/Organizing - Prioritizes and plans work activities; Uses time efficiently.

Professionalism - Approaches others in a tactful manner; Reacts well under pressure; Treats others with respect and consideration regardless of their status or position; Accepts responsibility for own actions.

Quality - Demonstrates accuracy and thoroughness; Looks for ways to improve and promote quality; Applies feedback to improve performance; Monitors own work to ensure quality.

Safety and Security - Observes safety and security procedures.

Adaptability - Adapts to changes in the work environment; Manages competing demands; Changes approach or method to best fit the situation; Able to deal with frequent change, delays, or unexpected events.

Attendance/Punctuality - Is consistently at work and on time; Ensures work responsibilities are covered when absent; Arrives at meetings and appointments on time.

Dependability - Follows instructions, responds to management direction; Completes tasks on time or notifies appropriate person with an alternate plan.

Initiative - Seeks increased responsibilities; Asks for and offers help when needed.

Innovation - Displays original thinking and creativity; Meets challenges with resourcefulness; Generates suggestions for improving work.

Education and/or Experience

Bachelor's degree in geography, planning, or related field working with geographic information systems, or equivalent combination of education and experience.

Valid driver's license in the State of Minnesota.

Language Skills

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of managers, clients, customers, and the general public. Ability to interpret local, state and federal ordinances related to land use. Ability to gather and present data in one on one or small group settings.

Mathematical Skills

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions,

percentages, area, circumference, and volume. Ability to calculate rates, ratios and percentages. Ability to make arithmetic computations using whole numbers, fractions and decimals.

Reasoning Ability

Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

Computer Skills

To perform this job successfully, an individual should have knowledge of MS Office products: Access, Excel, Word software. It is preferred that this individual possess, or have the ability to obtain, a working knowledge of geographic information system (GIS) software and AutoCAD software. Ability to use GIS to create standard mapping or geographical references such as maps and site plan drawings. Ability to use standard digital photography equipment. Ability to assist with maintaining the website.

Other Skills and Abilities

Independent decision-making skills.
Thorough knowledge of zoning and land descriptions.

Physical Demands This work requires the occasional exertion of up to 25 pounds of force; work regularly requires sitting, speaking or hearing, using hands to finger, handle or feel and repetitive motions and occasionally requires standing, walking, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms and lifting; work requires close vision, distance vision, ability to adjust focus and color perception; vocal communication is required for expressing or exchanging ideas by means of the spoken word; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work occasionally requires exposure to outdoor weather conditions and exposure to vibration; work is generally in a moderately noisy location (e.g. business office, light traffic).

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

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

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12, 2025

AGENDA ITEM: Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check.

PREPARED BY: Laura Pfeifer

BACKGROUND:

Accounts payable check #159125 issued to Northern Drug Screening, Inc. on January 21, 2025 for \$95.00 is lost. An authorized representative of payee has completed the required Affidavit of Lost Check.

Accounts payable check #159874 issued to Statt LLC on April 15, 2025 for \$1,950.00 is lost. An authorized representative of payee has completed the required Affidavit of Lost Check.

REQUESTED COUNCIL ACTION:

Make a motion to void lost accounts payable checks #159125 and #159874, issue new checks and waive bond requirements for the check to Northern Drug Screening, Inc. and Statt LLC in the amount of \$95.00 and \$1,950.00, respectively.

AFFIDAVIT

STATE OF) Minnesota

) SS

COUNTY OF) Itasca

Rayleen Worcester, being first duly sworn on oath, states that he/she resides at **111 NE 10th Avenue, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **159125**, issued to **Northern Drug Screening, Inc.**, drawn by **City of Grand Rapids** dated **January 21, 2025**, for the sum of **\$95.00**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

Accounts Payable lost check

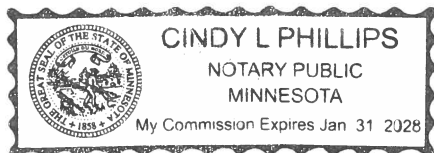
I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED *R Worcester*

Subscribed and sworn to before me

This 7 day of May, 2025

Cindy L. Phillips
Notary Public



AFFIDAVIT

STATE OF) Minnesota

) SS

COUNTY OF) Itasca

, being first duly sworn on oath, states that he/she resides at **902 NE 4th Street, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **159874**, issued to **Statt, LLC**, drawn by **City of Grand Rapids** dated **April 15, 2025**, for the sum of **\$1950.00**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

Accounts Payable lost check

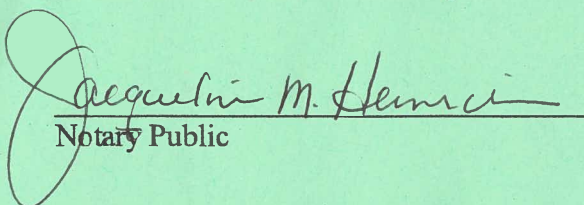
I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED



Subscribed and sworn to before me

This 9 day of May, 2025 


Notary Public





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12, 2025

AGENDA ITEM: Consider adopting a resolution approving LG230 Application for Off-Site Gambling for A.B.A.T.E. of Minnesota

PREPARED BY: Kimberly Gibeau

BACKGROUND:

A.B.A.T.E. of Minnesota has submitted an application to conduct off-site gambling at the Moose Club, located at 330 N. 10th Avenue. Minnesota State Gambling Board requires adoption of a Resolution by the City Council prior to issuing permit. A.B.A.T.E. of Minnesota meets all required conditions for requested permit.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving LG230 Application for Off-Site Gambling for A.B.A.T.E. of Minnesota.

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

RESOLUTION NO. 25-_____

RESOLUTION APPROVING A.B.A.T.E. OF MINNESOTA LG230 APPLICATION FOR OFF-SITE GAMBLING

WHEREAS, A.B.A.T.E. of Minnesota has presented the City Council of Grand Rapids a LG230 Application to Conduct Off-Site Gambling application to conduct gambling at the Moose Club, 330 N. 10th Avenue, Grand Rapids, Minnesota; and

WHEREAS, the Gambling Control board may not issue a Off-Site Gambling without City Council approval.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids approves the LG230 Application to Conduct Off-Site Gambling for G A.B.A.T.E. of Minnesota to conduct gambling at the Moose Club, 330 N. 10th Avenue, Grand Rapids, Minnesota.

Adopted by the City Council this 12th day of May, 2025.

Tasha Connelly, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

Councilor _____ seconded the foregoing resolution and the following voted in favor thereof: _____; and the following voted against the same: , whereby the resolution was declared duly passed and adopted.

LG230 Application to Conduct Off-Site Gambling**No Fee****ORGANIZATION INFORMATION**

Organization Name: Confidence Learning Center _____ License Number: _____

Address: 1620 Mary Fawcett Memorial Drive _____ City: East Gull Lake _____ MN Zip: 00691

Chief Executive Officer (CEO) Name: Jeffrey Olson _____ Daytime Phone: 218-828-2344

Gambling Manager Name: Travis Grossman _____ Daytime Phone: 218-828-2344

GAMBLING ACTIVITY

Twelve off-site events are allowed each calendar year not to exceed a total of 36 days.

From --2.L to --2.L

Check the type of games that will be conducted :

☒ Raffle

☐

Pull-Tabs

☒

Bingo

☐

Tipboards

☐ Paddlewheel

GAMBLING PREMISES

Name of location where gambling activity will be conducted: Eagles Aerie 2469 _____

Street address and

City (or township): 1776 Pokegama Ave S, Grand Raeids

Zip: 55744

County: Itasca

- Do not use a post office box.
- If no street address, write in road designations (example: 3 miles east of Hwy. 63 on County Road 42).

Does your organization own the gambling premises?

☒ **Yes** If yes, a lease is not required.

☐ **No** If no, the lease agreement below must be completed, and signed by the lessor.

LEASE AGREEMENT FOR OFF-SITE ACTIVITY (a lease agreement is not required for raffles)

Rent to be paid for the leased area: \$ _____ (if none, write "0")

All obligations and agreements between the organization and the lessor are listed below or attached.

- Any attachments must be dated and signed by both the lessor and lessee.
- This lease and any attachments is the total and only agreement between the lessor and the organization conducting lawful gambling activities.
- Other terms, if any:

Lessor's Signature: _____

Date: _____

Print Lessor's Name: _____

CONTINUE TO PAGE 2

LG230 Application to Conduct Off-Site Gambling

6/15

Item 18.

Acknowledgment by Local Unit of Government: Approval by Resolution

CITY APPROVAL for a gambling premises located within city limits	COUNTY APPROVAL for a gambling premises located in a township
City Name: <u>City of Grand Raids</u>	County Name: _____
Date Approved by City Council: _____	Date Approved by County Board: _____
Resolution Number: (If none, attach meeting minutes.)	Resolution Number: (If none, attach meeting minutes.)
Signature of City Personnel:	Signature of County Personnel:
Title: _____ Date Signed: _____	Title: _____ Date Signed: _____
<div style="border: 1px solid black; padding: 10px; text-align: center;"> Local unit of government must sign. </div>	TOWNSHIP NAME: Complete below only if required by the county. On behalf of the township, I acknowledge that the organization is applying to conduct gambling activity within the township limits. (A township has no statutory authority to approve or deny an application, per Minnesota Statutes 349.213, Subd. 2.) Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____

CHIEF EXECUTIVE OFFICER (CEO) ACKNOWLEDGMENT

The person signing this application must be your organization's CEO and have their name on file with the Gambling Control Board. If the CEO has changed and the current CEO has not filed a LG200B Organization Officers Affidavit with the Gambling Control Board, he or she must do so at this time.

I have read this application, and all information is true, accurate, and complete and, if applicable, agree to the lease terms as

stated above.

/c/:3

Signature (must be CEO's signature; designee may not sign)

Date: _____

Mail or fax to:

Minnesota Gambling Control Board
Suite 300 South
1711 West County Road B
Roseville, MN 55113
Fax: 651-639-4032

No attachments required.

Questions? Contact a Licensing Specialist at 651-539-1900.

This publication will be made available in alternative format (i.e. large print, braille) upon request.

Data privacy notice: The information requested on this form (and any attachments) will be used by the Gambling Control Board (Board) to determine your organization's qualifications to be involved in lawful gambling activities in Minnesota. Your organization has the right to refuse to supply the information; however, if your organization refuses to supply

this information, the Board may not be able to determine your organization's qualifications and, as a consequence, may refuse to issue a permit. If your organization supplies the information requested, the Board will be able to process your organization's application.

If the Board does not issue a permit, all information provided remains private, with the exception of your organization's name and address which will remain public.

Private data about your organization are available to: Board members,

Board staff whose work requires access to the information; Minnesota's Department of Public Safety; Attorney General; commissioners of Administration, Minnesota Management & Budget, and Revenue; Legislative Auditor; national and international gambling regulatory agencies; anyone pursuant to court order; other individuals and agencies specifically authorized by state or federal law to have access to the

Your organization's name and address will be public information when

received by the Board. All other information provided will be private data about your organization until the Board issues the permit. When the Board issues the permit, all information provided will become public.

information; individuals and agencies for which law or legal order authorizes a new use or sharing of information after this notice was given; and anyone with your written consent.

An equal opportunity employer



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12th

AGENDA ITEM: Consider seasonal hire for golf course

PREPARED BY: Tom Beaudry

BACKGROUND:

Outside services needs additional help. Peyton Emerson would be a great addition to the team. His pay would be \$15 per hour.

This salary is included in the 2025 budget.

REQUESTED COUNCIL ACTION:

Make a motion to hire Peyton Emerson with a start date of May 13th, 2025, \$15 per hour, and an anticipated end date for this seasonal employment to be no later than October 31, 2025.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12, 2025

AGENDA ITEM: Consider accepting the Grand Rapids Economic Development Authority Annual Report for 2024

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

The Bylaws of the Grand Rapids Economic Development Authority establish that: "GREDA shall prepare an annual report describing its activities and providing an accurate statement of its financial condition, together with additional matters and recommendations it deems advisable for the economic development of the City of Grand Rapids".

The attached GREDA 2024 Annual Report is provided to fulfill that obligation

REQUESTED COUNCIL ACTION:

Make a motion to accept Grand Rapids Economic Development Authority Annual Report for 2024.

Grand Rapids Economic Development Authority

2024 Annual Report



Prepared by:

Rob Mattei
Director of Community Development
GREDA Executive Director

Table of Contents

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GREDA Financial Summary - Capital Projects Budget	16
2025 GREDA Work Plan	17-21



Mission

The Mission of the Grand Rapids Economic Development Authority (GREDA) is to advance the growth of our local economy through efforts focused on business recruitment, retention, and expansion.

As the City of Grand Rapids' economic development agent, GREDA strives to provide a high level of service, to encourage economic investment and prosperity in the City and surrounding region. GREDA works closely with businesses to identify creative solutions to challenging problems, generate enhanced opportunities for growth, and help them achieve their short and long-term goals.

Governance

The Grand Rapids Economic Development Authority is a public body governed by Minnesota Statute chapter 469, and Enabling Resolutions enacted by the City Council of the City of Grand Rapids.

The management of all the affairs, property and business of GREDA is vested in a Board of Commissioners consisting of 7 members, 2 of which must be members of the City Council. GREDA annually elects its President, Vice President, and Secretary/Treasurer. Staff support is provided to GREDA primarily through the Community Development Department, with the Director of Community Development acting as the GREDA Executive Director, and with the Community Development Administrative Assistant acting as the Recorder.

The GREDA Board of Commissioners includes the following volunteers:

Member	Position	Affiliation/Occupation	Term Expires
Sholom Blake	President	Private Business Owner/CPA	3/1/25
Dan Mertes	Commissioner	City Council/Business Manager	12/31/28 Concurrent with Council Term
Wayne Bruns	Commissioner	Banking Executive	3/1/31
Al Hodnik	Vice President	Ret. Business Executive	3/1/27
Bill Martinetto	Commissioner	Business Financial Officer	3/1/27
Malissa Bahr	Commissioner	GR Area Chamber President	3/1/30
Rick Blake	Commissioner	City Council/Retired Engineer	12/31/28 Concurrent with Council Term

*The Director of City Finance serves as the Asst. Treasurer

Also providing valued service to the GREDA during 2024 was City Council Members Tom Sutherland and Molly MacGregor.

Article VII, Section 1, of the Bylaws of the Grand Rapids Economic Development Authority establishes that: "GREDA shall prepare an annual report describing its activities and providing an accurate statement of its financial condition, together with additional matters and recommendations it deems advisable for the economic development of the City of Grand Rapids."

This report summarizes GREDA's activities and financial condition for the year ending December 31, 2024.

Respectfully submitted,



Sholom Blake, Grand Rapids EDA President



Development Property and Leasable Assets

Beginning in 1969, GREDA and its predecessor organization, the Grand Rapids Industrial Park Commission, have invested in the creation of four industrial park areas in Grand Rapids. Those industrial parks have become the home for 24 businesses, providing over 1,000 jobs in our community.

The attraction of industrial business to our community is pursued by GREDA within a competitive environment. Communities in the Arrowhead Region, including Grand Rapids, have had to counterbalance weaknesses, such as our distance from major market areas, by providing incentives to businesses for locating in our community. A primary means of providing that incentive involves providing development sites for business at a competitive rate, most often below actual cost.

GREDA has also actively pursued the development of underutilized properties in the Downtown and Mississippi Riverfront areas. As examples, the GREDA has sold land, which led to the development of the Glorvigen office building, KAXE Northern Public Radio station, the Rapids Brewing project and the Blocks 20/21 apartments. GREDA also exercised their authority to purchase and sell lands in support of the private redevelopment of Block 37, located at the corner of TH 2 and TH 169. GREDA also owns and markets for sale and development the former North Country Recycling property, a site referred to as the Block 5 Site and the former VFW/Rose properties within Block 18 downtown, following the fire that destroyed those buildings in March of 2020.

Land Inventory Summary:

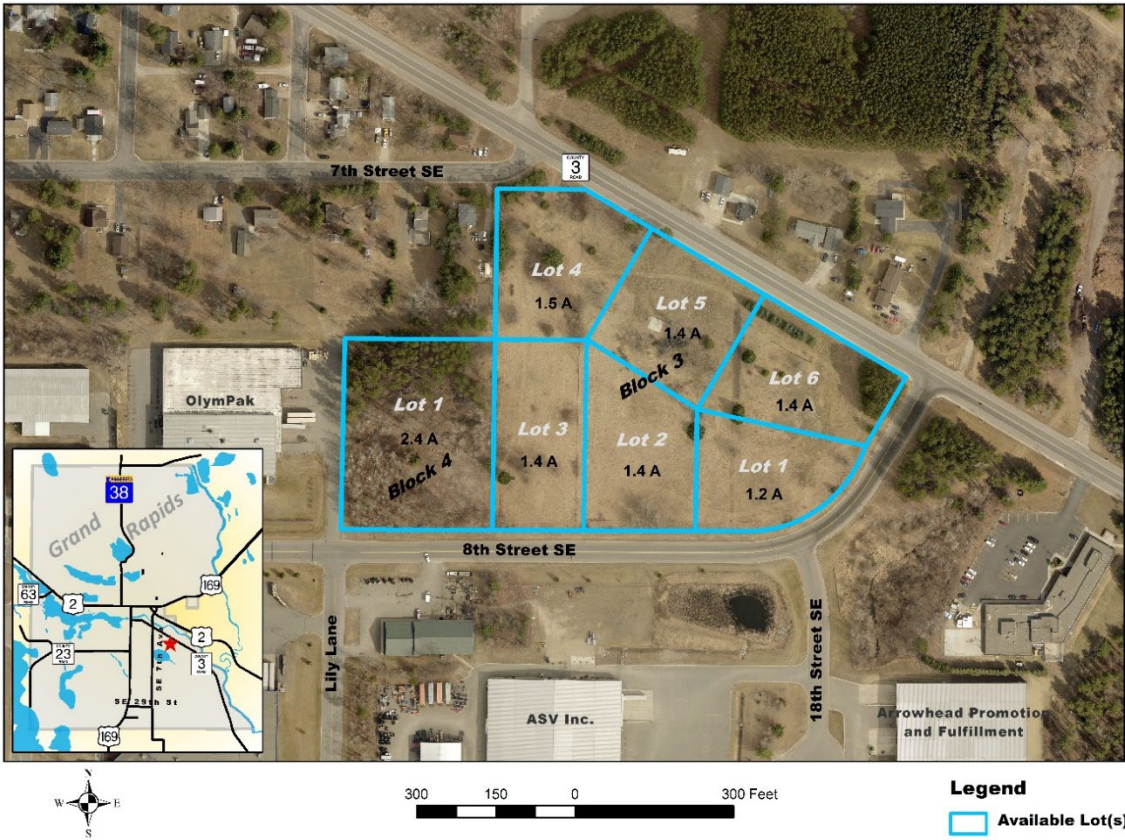
Site Description	Number of Developable Lots (GREDA Owned)	Acreage Total
Industrial Park Two	1	2.4
Industrial Park East	6	8.3
Airport South Industrial Park — Phase 1 & 2	7	11.0
Airport Property (unplatted)	1	35.0
Block 5 Riverfront Dev. Site	1	1.8
Block 23 — Third Division Commercial Site	1	0.6
Block 18 — Downtown Site	1	0.2
Totals:	18	59.3

Central School:

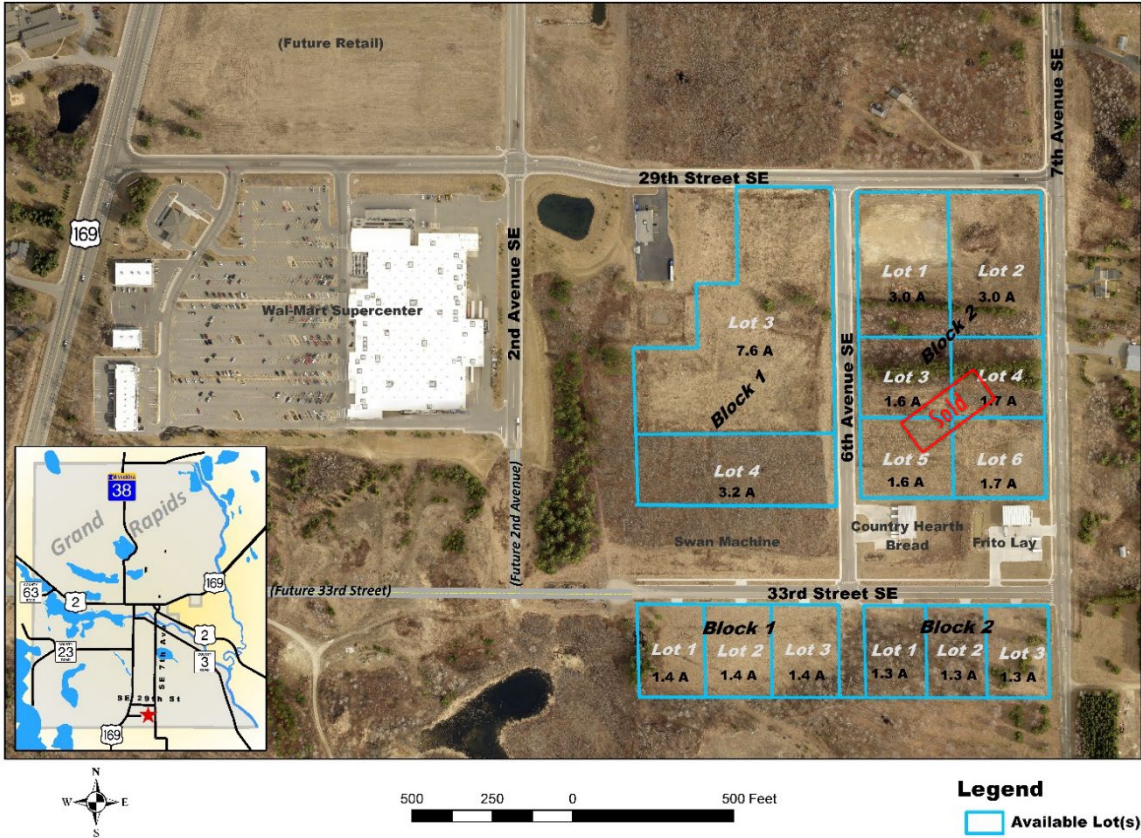
The City redeveloped Central School in 1983 and has since operated it as a multi-tenant leased space for a mixture of commercial retail and office uses. Central School contains 15 suites totaling 10,250 square feet of leasable space. In 2014, the City Council tasked GREDA with the management of leasing. At the time of this report, 65% of the Central School space is occupied.



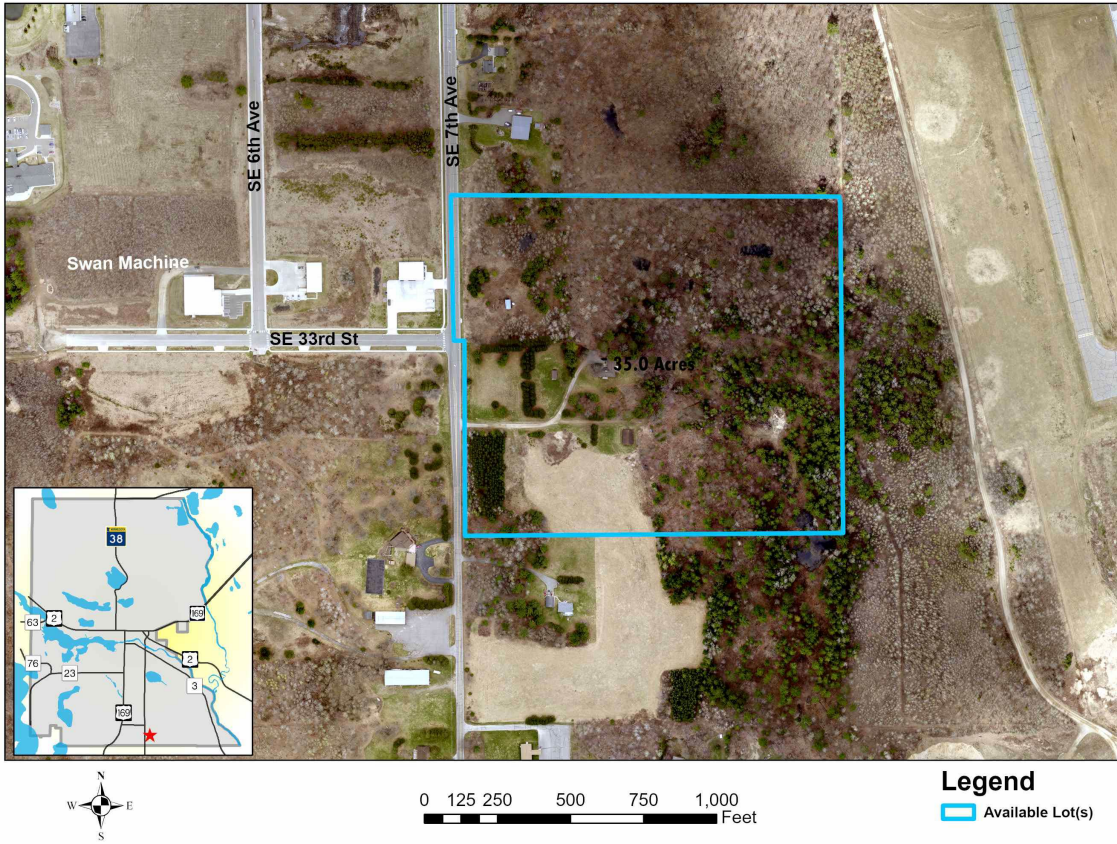
Grand Rapids Industrial Park East



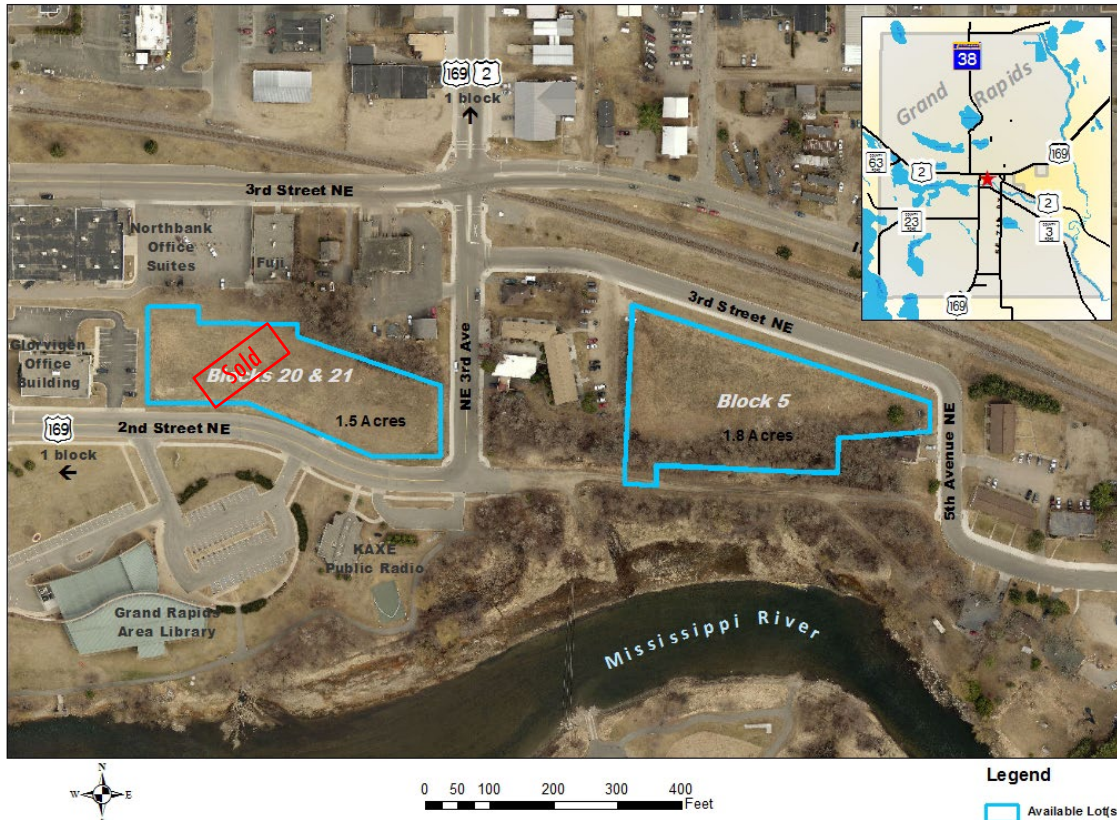
Grand Rapids Airport South Industrial Park: Phases I & II



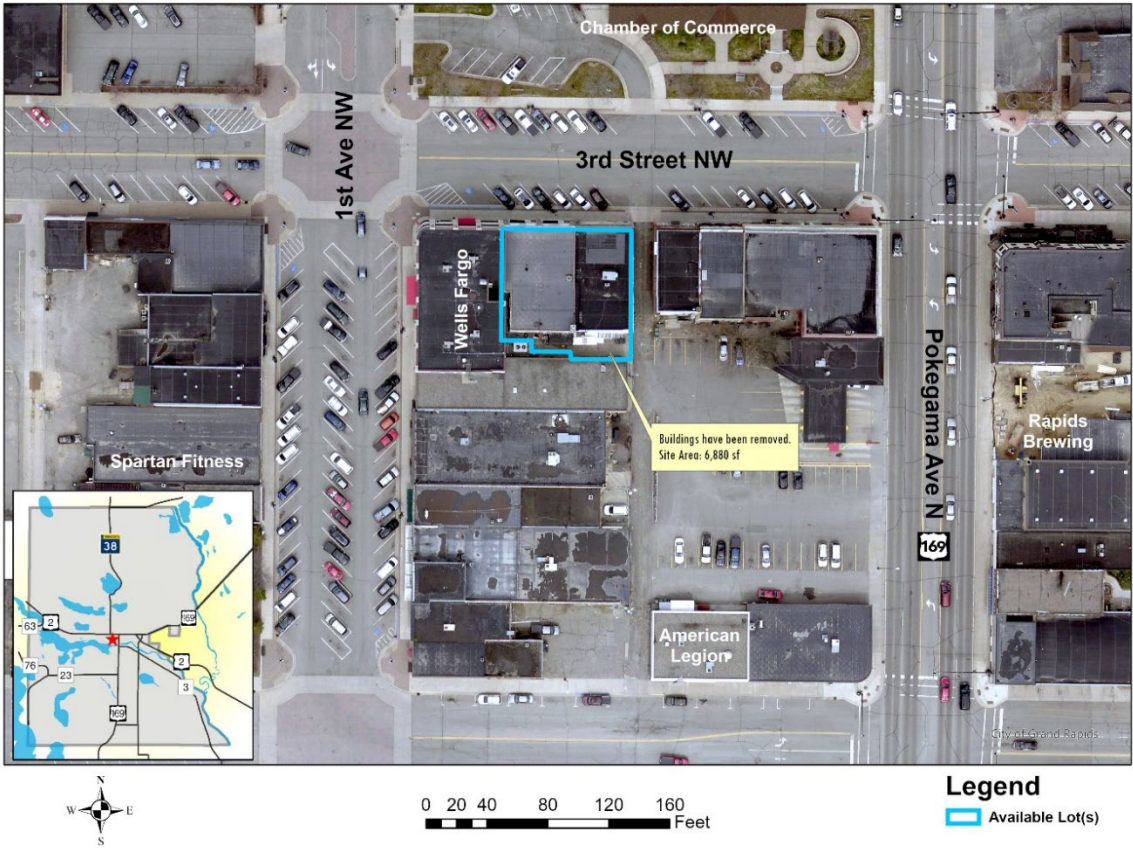
Grand Rapids Airport Property (unplatted)



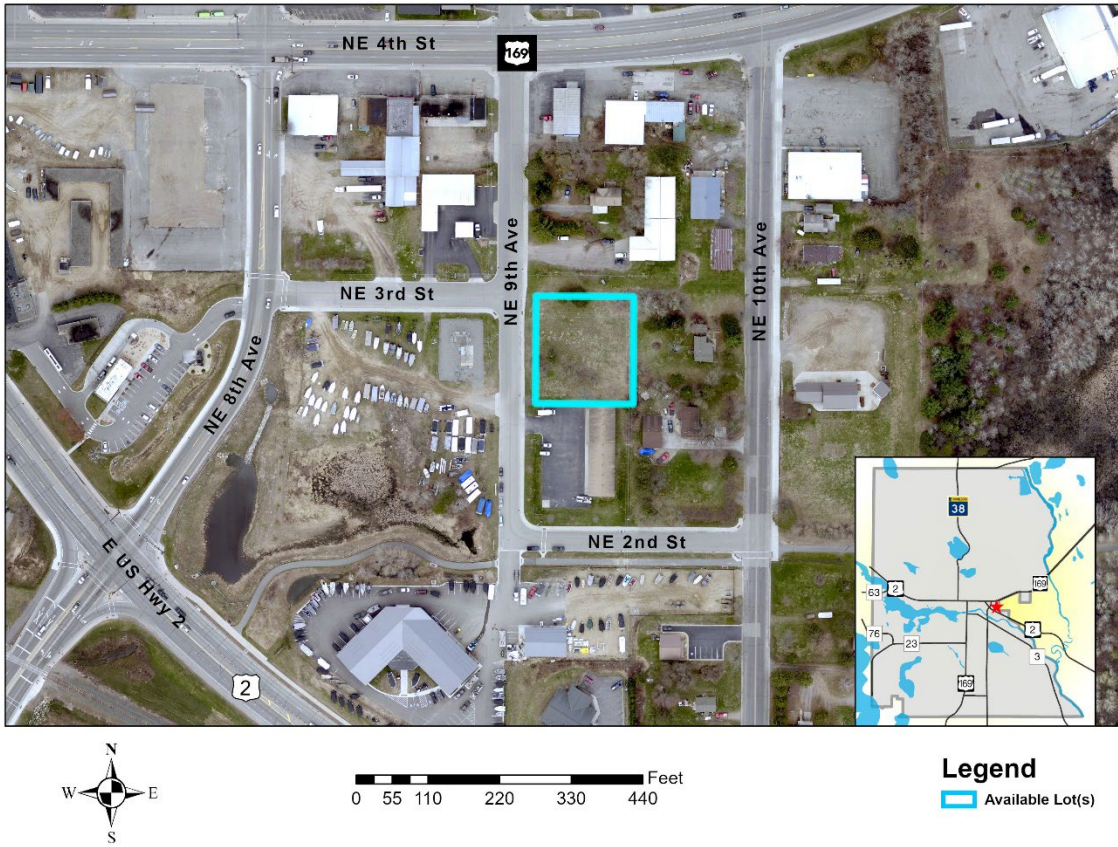
Grand Rapids "Blocks 20 & 21" and "Block 5" Commercial Sites



Grand Rapids "Downtown Block 18"



Block 23 Third Division



To advance their economic development goals, GREDA pools their resources together with those of other local, state and federal economic development agencies. Examples of those business assistance programs are listed in the following table:

Source	Program
Federal EDA	<ul style="list-style-type: none"> Public Works Grant Economic Adjustment Grant Economic Development Planning Grant
Iron Range Resources and Rehabilitation Board	<ul style="list-style-type: none"> Commercial Redevelopment Program Development Infrastructure Program Business Financing
Department of Employment and Economic Development (DEED)	<ul style="list-style-type: none"> Business Development Public Infrastructure Grant Minnesota Investment Fund Small Cities Development Program Job Creation Fund Redevelopment Grant Program Contamination Investigation and Cleanup Job Skills Partnership Program
Itasca Economic Development Corporation (IEDC)	<ul style="list-style-type: none"> Building Development Loan Program
City of Grand Rapids	<ul style="list-style-type: none"> Tax Increment Financing Tax Abatement

Commercial Building Improvement Loan (CBIL) Program - In certain situations, the underwriting standards used by private financial institutions would constrain their willingness or ability to provide a complete, attractive, financing package to a small business seeking to invest in property improvements. GREDA has created and maintains a revolving loan fund, named the Commercial Building Improvement Loan (CBIL) Program, which is intended to leverage private sector investment. The GREDA CBIL Program fills this capital market void by providing below market rate financing to eligible commercial enterprises within the City of Grand Rapids.

The CBIL is intended primarily to help building owners and tenants improve the appearance and function of their existing buildings. Secondary benefits of the CBIL program include: the removal of blight, increased competitiveness, strengthening of the tax base and improved viability of small businesses in the Grand Rapids commercial districts.

Eligible improvements to any retail/commercial building or site are qualified for consideration under the CBIL, within the following business zones: (LB, GB, CBD, SGB, SLB, I-1, SI-1). Program funds may be used for: building construction and expansion, building renovation and remodeling, landscaping and parking lot improvements and signage.

The Commercial Building Improvement Loan Program funds may finance up to 75% of the project cost, or \$40,000, which ever may be less. The interest rate for improvement loans is currently set at two percent (2%), with a maximum term of 5 years. Loans are amortized over a twenty-year period with a balloon payment due at the end of the term, and no penalty for early repayment.

There currently is a portfolio of twenty loans with a combined principal loan amount of \$777,754.



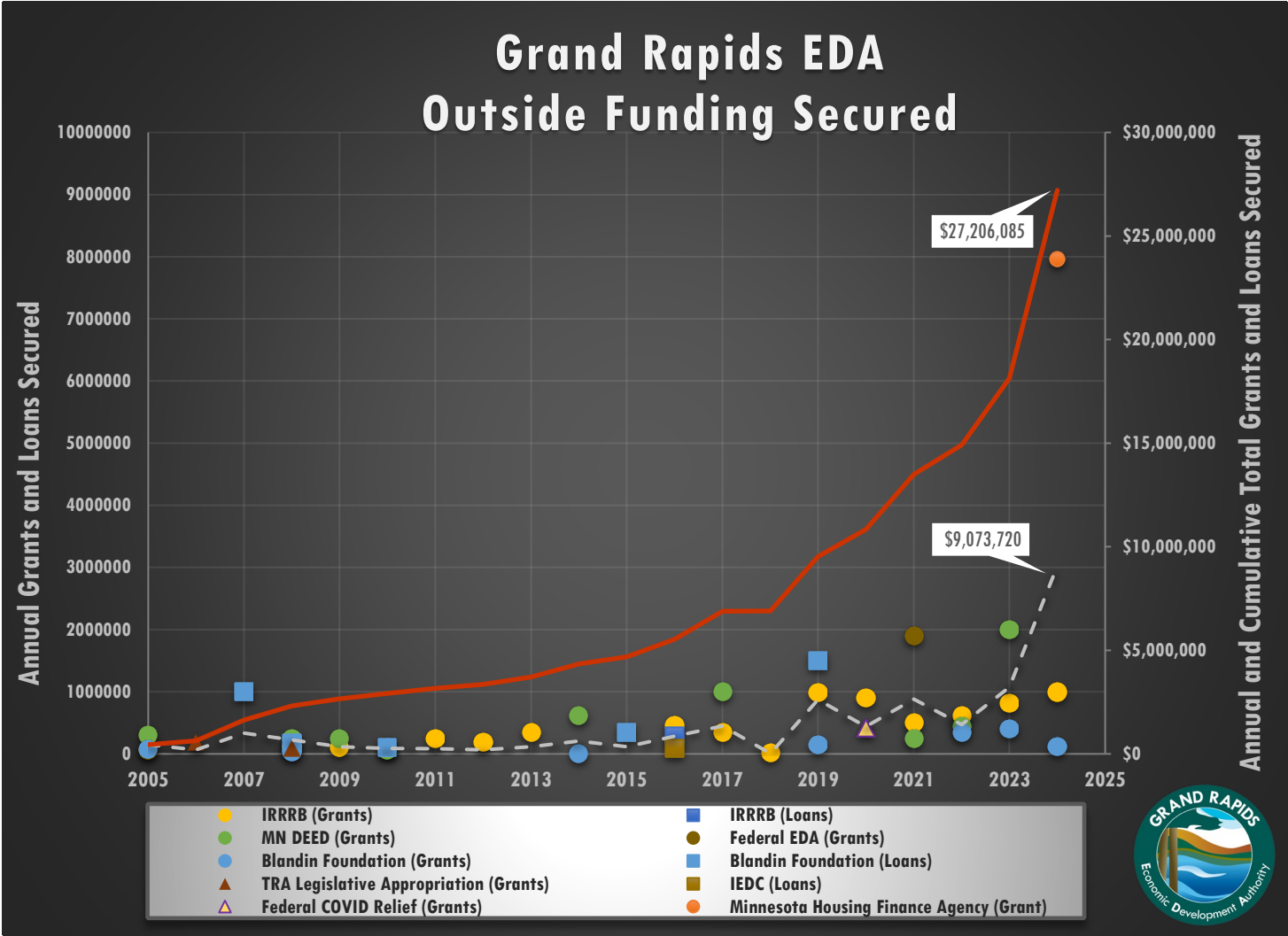
Downtown Mandated Building Improvement Loan (MBIL) Program — With a grant provided by the Blandin Foundation in 2023, GREDA has established a loan program to assist entrepreneurs with funds for additional improvements mandated by the Minnesota State Building Code. These additional required improvements, such as to address handicapped accessibility, are more common in older buildings. The costs of these improvements are often unanticipated by entrepreneurs and tend to limit or stifle investment in and new uses of these buildings. Downtown MBIL Program funds may finance up to \$50,000 of these costs. The interest rate for MBIL loans is currently set at one percent (1%), with a term of 10 years.

Repayment of principal and interest is deferred during the 10-year term, with 10% of the principal balance forgiven each year the building owner maintains ownership.

There currently is a portfolio of four loans with a total principal loan amount of \$200,000.



The following chart provides a eighteen year history of the outside funding secured by GREDA:



Summary of 2024 Funding Represented Above

Source	Project	Grant/Loan	Amount
Minnesota IRRR	Oppidan Housing	Grant	\$600,000
	Downtown Organization Project	Grant	\$15,000
	Eclipse Building @ 12 NW 3 rd St.	Grant	\$130,000
	Ledger & Ladle, The Tide @ 16 NE 3 rd St. & 210 N. Pokegama	Grant	\$220,000
	Evans Insurance @ 300 Block of E. Hwy 2/169	Grant	\$30,000
Minnesota Housing	Oppidan Workforce Housing	Grant	\$7,964,000
Blandin Foundation	Hwy 2 West Land Use and Economic Development Plan	Grant	\$114,720
Total:			\$9,073,720



2005-2024 Outside Funding Summary

Item 20.

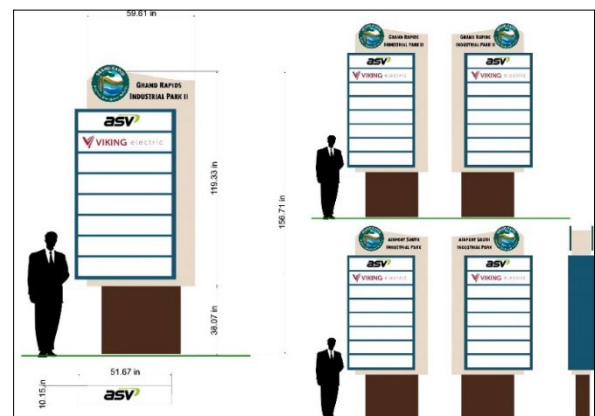
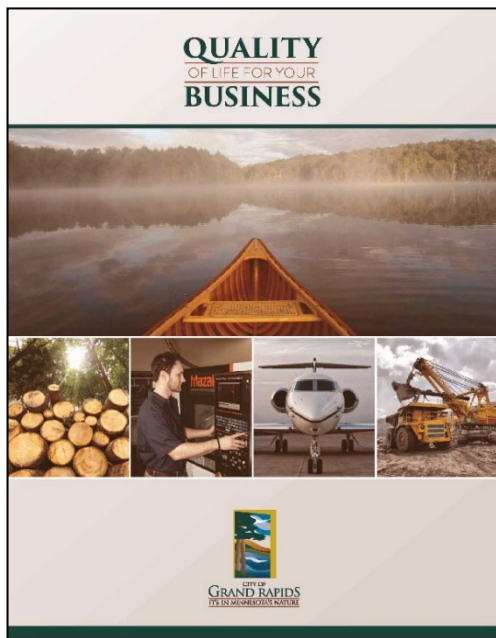
Source	Loan	Grant	Amount
TRA Legislative Appropriation		X	\$282,000
Minnesota IRRR		X	\$6,656,486
Minnesota IRRR	X		\$293,000
Minnesota DEED		X	\$5,181,697
Federal EDA		X	\$1,960,607
Federal COVID Relief		X	\$411,000
Blandin Foundation		X	\$1,242,295
Blandin Foundation	X		\$3,125,000
Minnesota Housing		X	\$7,964,000
IEDC	X		\$90,000
Total:			\$27,206,085

Business Retention, Attraction and Marketing

GREDA views regular interaction with resident companies, such as through a Business Retention and Expansion (BRE) program of structured interviews, as an important component of the Grand Rapids area economic development action plan. The importance of BRE is highlighted by a well-known statistic: “up to 80 percent of new jobs and capital investment in any community is generated by existing businesses”.

This is not to say, however, that GREDA disregards the value of business attraction efforts, as evidenced by their expanding industrial park areas. With a well-rounded inventory of sites to offer, GREDA has begun to dedicate additional resources to their marketing efforts, including:

- ❖ Updated electronic and printed brochures featuring their property.
- ❖ An increased presence on the *northlandconnection.com* regional business portal
- ❖ The GREDA website launched in September 2011 at www.grandrapidseda.com with updated property listing/mapping functions added in 2018.
- ❖ GREDA twitter account launched October 2012: @GR_EconDevAuth
- ❖ Industrial Park entrance signs, completed in 2022.



Industrial Advancement/Support

L&M Fleet Supply Distribution Center

- Completed the removal of FAA encumbrances
- Completed the final land sale
- Groundbreaking (May 7, 2024)
- Construction
- Grand Opening (February 6, 2025)



HWY 35 Cannabis Grow/Manufacturing Facility

- Completed the review and approval of a TIF Redevelopment District
- Reviewed and issued 4 building permits for the buildout, with total work valued at \$105,572,500.
- Construction of site work and first phase of buildout started in fall of 2024.



East Airport Road Industrial Site

- Acquired 12.5 — Acre adjacent tract from the Airport to create a 35 — Acre industrial site.
- Completed a survey, environmental study and wetlands determination.
- Collaborated with DEED and IRRR by hosting two visits to Grand Rapids by Niron Magnetics, a new industry considering the site for a manufacturing project.



Airport South Industrial Park

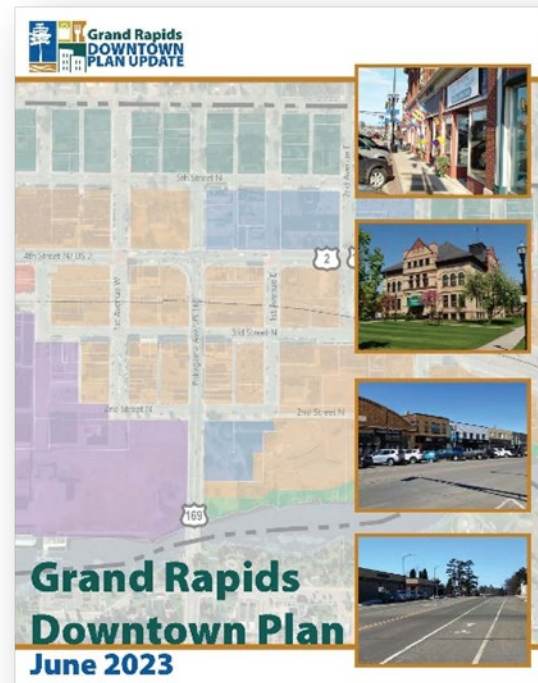
- Approved a Purchase and Sale Contract with Ryan Companies for the sale of four lots totaling 6.6-acres
- Closing on the sale is expected to be in late April.
- Intended 2025 development is a 42,000 sq. ft. distribution facility, employing 75+ FTE positions.



Redevelopment and Downtown

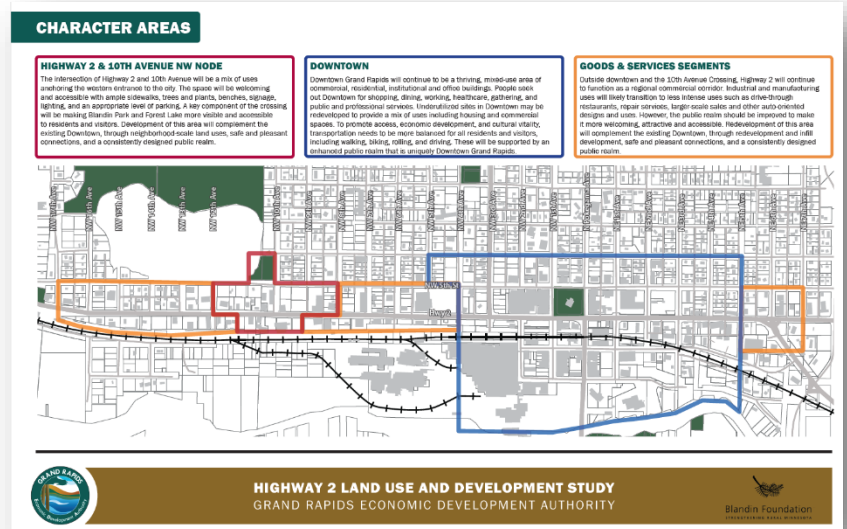
Downtown Plan Initiatives and Projects

- GREDA secured grants from the Blandin Foundation and IRRR to advance a key recommendation of the Plan to form a sustainable organization focused solely on Downtown objectives.
 - Hired Economic Development Services to organize a tour of five similarly sized communities with successful downtown organizations with an advisory group of our Downtown stakeholders.
 - With input from the advisory group a preferred structure for the proposed Downtown Alliance was developed along with a 3-year work plan, a 3-year budget (revenues and expenditures) and proposed job description for an executive director.
 - Funding will be requested for the next phase of forming the Downtown Alliance, which involves assistance with a private fundraising effort, grant applications, registration as a 501c3, adoption of bylaws, hiring staff and selection of membership (not necessarily in that order).
 - GREDA provided \$535K in loans to three anchor redevelopment projects in Downtown: Ledger and Ladle, RBC Dive Bar and The Pines, using GREDA programs made possible through Program Related Investments (PRI) with the Blandin Foundation.
 - Secured three IRRRB grants totaling \$350K for the same three projects.
 - Entered a Purchase and Development Agreement with Free Range Food Co-op for a portion of Block 36 (also a key site in the Downtown Plan).
 - Secured a \$30K IRRR Commercial Redevelopment grant for the demo of the former Caverly Computing building on the 300 Block of E. Hwy 169



Highway 2 West Corridor

- Secured a Blandin Foundation grant and hired Bolton and Menk to lead a community planning effort focused on land use concerns of lack of visual appeal, underinvestment, pedestrian safety and aging infrastructure. Started in Nov.
- Purchased the former Itasca County Farm Co-op (900 W. Hwy 2) from Deerwood Bank.
 - Utilizing a Brownfields Assessment grant to prepare a Hazardous Material Survey and a plan for mitigating the site contaminants.



Housing

Multi-Family Housing

- Oppidan Development Workforce Housing 132 units, \$33.2M
 - Secured a \$7,946,000 forgivable loan from MHFA
 - Secured two grants from IRRR totaling \$800,000
 - Approved Purchase and Development Agreements
 - Reviewed and approved TIF & Tax Abatement
 - Anticipated May construction start (18-month build)
- Grand Rapids Apartments LLC 63 units (Downtown), \$10.2M
 - Approved Purchase and Development Agreements
 - Reviewed and approved TIF
 - Closed on the sale
 - Anticipated May construction start (12-15-month build)
- Commonwealth Development Corp. 32 units (900 blk of SE 4th Ave.)
 - Approved a Preliminary Development Agreement



Single Family Housing

Item 20.

- Entered into a Purchase and Development Agreement with Premier Custom Homes from Elk River for the phased purchase and development of spec housing on the remaining 11 single family home sites owned by GREDA in the plat of Great River Acres.
- Forest Lake Addition
 - Completed the sale of 8 additional lots to the Itasca County HRA
 - ICHRA plans to utilize a new design for the 8 homes to be built in 2025.
 - 18 of the 22 lots have been sold or developed.
- GREDA acquired the former ISD #318 Administration Building on the 800 block of NW 1st Ave.
 - A funding plan for platting, demolishing the building and extending utility services is taking shape.
 - Eight lots for single-family homes will be created and developed in partnership with the ICHRA.



CITY OF GRAND RAPIDS
ECONOMIC DEVELOPMENT AUTHORITY
COMBINING STATEMENT OF REVENUE, EXPENDITURES, AND CHANGES IN FUND BALANCE
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2024
With Comparative Totals for the Period Ending December 31, 2023

Preliminary	2023 ACTUAL TO 12/31/23	YTD ACTUAL TO 12/31/24	2024 ANNUAL BUDGET	
Fund Balance 1/1/XX:	\$ 4,296	\$ 25,287	\$ 25,287	
REVENUES:				
Taxes	35,000	-	-	0%
Supplemental Aid	-	-	-	0%
Miscellaneous	-	-	-	0%
Interest - Investments	128	250	100	250%
Interest - Loans	-	-	-	0%
Mortgage Payment	-	-	-	0%
Fund Balance Usage	-	-	16,050	0%
TOTAL REVENUES	35,128	250	16,150	2%
EXPENDITURES:				
Supplies/Materials	7	20	150	13%
Other Services/Charges	14,130	8,992	16,000	56%
TOTAL EXPENDITURES	14,138	9,012	16,150	56%
REVENUES > EXPENDITURES	20,991	(8,762)	-	
FUND BALANCE				
Fund Balance Usage	20,991	(8,762)	(16,050)	
FUND BALANCE 12/31/XX	\$ 25,287	\$ 16,525	\$9,237	



CITY OF GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY CAPITAL PROJECTS FUND

*Schedule of Changes in Revenue, Expenditures, and Fund Balance
FOR THE TWELVE MONTHS ENDING DECEMBER 31, 2024*

Preliminary

FUND BALANCE 1/1/24 \$ 352,977

REVENUES:

Taxes	94,549
Supplemental Aid	4,304
ST/MN-IRRRB Grant	15,000
ST/MN Affordable Hsg Aid	144,456
Blandin Foundation Grant	204,442
Interest-Investments	50,282
Interest-Loans	4,844
Nat'l Gas CIAC Fee	1,638
Rent-EDA House	9,934
Miscellaneous	134
Principal-CBIL Payments	83,948
Principal-EWCL Payments	119,484
Loan Proceeds/Repayments	610,000
Sale of Land Held in Inventory	339,264

1,682,279

TOTAL REVENUES

EXPENDITURES:

Miscellaneous	2,906
Central School Redevelopment	98
Commercial Building Improvement Loan Program	47,086
Downtown Block 18-21	343
Airport South Industrial Parks	213,843
Downtown Plan Project	194,719
Great River Acres	25,947
Block 36 Dwtm Redevelopment	7,223
Forest Lake School Redevelopment	3,235
Hwy 2 Corridor Study	30,162
Blandin Foundation PRI Loan	513,091
L&M Distribution Center	77,243
Ainsworth Facility Redevelopment	886
ASV-Yanmar Parts Distribution Center	165
Farm Service Redevelopment	23,596
ISD #318 Adm Redevelopment	1,901

TOTAL EXPENDITURES

1,142,444

2024 REVENUES > EXPENDITURES

539,835

FUND BALANCE 12/31/24

892,812



The GREDA Board of Commissioners recently completed the development of their 2025 Work Plan. The work plan development process first involved a review of the unfinished business from the 2024 Work Plan, and a review of the goals stated within the Economic Development Element of the Comprehensive Plan. From that exercise, the GREDA Commissioners identified a list of potential objectives for 2025. Those potential objectives were examined and ranked by the individual GREDA members, and, through additional group discussion, GREDA approved a list of priorities and a work approach for the issues they will take a lead role in completing and those that they will partner with others on.

In developing the list of priority issues, the GREDA considered the following criteria:

Community impact: If the goal is achieved, will the impact be substantial in the community?

Chances of success: Is the objective reasonably attainable?

Resource availability: Does EDA/City of Grand Rapids possess adequate resources to achieve this goal?

EDA ownership: But for the EDA, will any other entity, commission or department achieve this objective?

The resulting work plan is shown on the following four pages of this report.







Grand Rapids Economic Development Authority 2025 Work Plan

* Results of Issue Identification and Ranking			* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Term (years) Short 1-2 Med. 3-5 Long 6+	Q1	Q2	Q3	Q4
Industry Advancement/Support						
Ensure an adequate inventory of industrial sites and facilities exist to accommodate full industrial, warehousing & distribution business expansion and relocation potential.	Lead	S	<ul style="list-style-type: none"> Complete as needed due diligence to ensure sites are shovel-ready. Scope out development costs for future industrial park expansion. Continue to work on addressing 48C Tax Credit Eligibility. 	<ul style="list-style-type: none"> Consider strategic land acquisitions that will support the need for future industrial sites. Continue to work on addressing 48C Tax Credit Eligibility. 	● →	→
Continue to work with HWY 35 on current and future development opportunities.	Lead	S	<ul style="list-style-type: none"> Collaborate with HWY 35 on efforts focused on workforce attraction. Work with spinoff developments/businesses interested in a Grand Rapids location. 	● →		→



* Results of Issue Identification and Ranking			* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Term (years) Short 1-2 Med. 3-5 Long 6+	Q1	Q2	Q3	Q4
Industry Advancement/Support						
Pursue and support initiatives addressing housing shortages	Lead	S	<ul style="list-style-type: none"> Continue to support private development interest in housing projects by reviewing proposed uses of TIF and/or Tax Abatement. Complete the sale of GREDA sites and development of multi-family housing by Oppidan and Unique Opportunities. 	<ul style="list-style-type: none"> Work with housing developers, MN IRRR, MHFA, GMHF and Blandin Foundation to incentivize and remove financial barriers for projects. Complete an inventory of sites available for additional housing. Advance the redevelopment of the former School Admin. Building. 	<ul style="list-style-type: none"> Continue to advance the Commonwealth purchase and development of the 4th Ave. SE site. 	
Pursue strategic property acquisitions in key commercial, industrial, and residential areas.	Lead	S	<ul style="list-style-type: none"> Consider requesting a Program Related Investment or grant from the Blandin Foundation to sufficiently capitalize a fund for strategic acquisitions that support both industrial expansion and commercial residential redevelopment and development 			
Continue support of the Yanmar expansion.	Lead	S		<ul style="list-style-type: none"> Collaborate with Yanmar on efforts focused on workforce attraction. Pursue grant funding to support the next phases of expansion, as needed. 		



* Results of Issue Identification and Ranking			* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Term (years) Short 1-2 Med. 3-5 Long 6+	Q1	Q2	Q3	Q4
Industry Advancement/Support						
Support initiatives addressing workforce and childcare shortages	Partner	S		<ul style="list-style-type: none">Communicate with major employers on workforce challenges.	<ul style="list-style-type: none">Pursue funding opportunities to support the professional development and implementation of an innovative and aggressive workforce recruitment strategy.	
Provide as needed support for wood product industries.	Lead	S	<ul style="list-style-type: none">Continue ongoing regular communications with Blandin Paper management regarding as needed assistance.			
Transportation/Logistics						
Continue to advocate for highway transportation route improvements to improve linkages between Grand Rapids and the interstate, the Duluth port.	Lead	L		<ul style="list-style-type: none">Consider grant opportunities to sponsor research that examines the economic importance and transportation function of the Hwy 2 corridor between Grand Rapids and the Duluth Port/Interstate Highway		



* Results of Issue Identification and Ranking			* Desired Outcomes/Work Approach/Schedule			
Issue/Task/Work Item	Role	Term (years) Short 1-2 Med. 3-5 Long 6+	Q1	Q2	Q3	Q4
Redevelopment & Downtown						
Downtown Plan Implementation.	Lead	S	<ul style="list-style-type: none"> Provide support and leadership in completing the establishment of the Downtown Alliance. Continue to market the Downtown Mandated Building Improvement Loan and Commercial Building Improvement Loan Programs. 	<ul style="list-style-type: none"> Assist with the redevelopment of downtown sites, specifically the Plumers Building, GREDA lots and Block 36 (Free Range Food Co-op) 		
Support the redevelopment of strategic commercial sites outside of the downtown with a focus on the Hwy 2 West corridor.	Lead	S		<ul style="list-style-type: none"> Pursue funding sources to support the demolition of the former Itasca Co. Farm Co-op building. 	<ul style="list-style-type: none"> Complete the TH2 Land Use and Development Plan. Support investment interest in the redevelopment of sites such as the former Grand Rapids Marine, Itasca County Farm Co-op, Ben's Bait, Don-dellinger Dodge and other sites identified in the TH2 Land use and development Plan 	





REQUEST FOR COUNCIL ACTION

AGENDA DATE: May 12, 2025

AGENDA ITEM: Consider appointment of Carl Babich to the Director of Finance position.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

This evening, City Administrator Tom Pagel and Human Resources Officer Chery Pierzina are happy to announce we have found our next Director of Finance.

Carl Babich has over 16 years of experience in accounting positions and 11 years in accounting management roles, in the private sector ranging from auditing cities and finances for a major construction company. Carl is currently the Section Manager of Accounting for Cleveland Cliffs-Hibbing Taconite and United Taconite. Carl has expertise in streamlining processes, strict adherence to financial controls, and leading high-performance teams, resulting in increased efficiencies, large cost reductions, and meeting expansive budgetary goals. He received his Bachelor of Arts degree in Accounting in 2009. Carl Babich will be a great fit for the Finance Department and the City of Grand Rapids.

This evening, we'd like to recommend appointing Carl Babich to the Director of Finance position, subject to successful completion and passing of a background check, pre-employment drug testing, and a pre-employment psychological evaluation. Carl will begin working as the Director of Finance on June 1, 2025, with a starting salary of \$131,947.20, which includes the 2025 cost of living adjustment. The salary grade for the Director of Finance position is Grade 17. After successfully completing a six-month probationary period, he will receive an increase of \$5,000 to his annual salary. Future cost of living adjustments will be subject to the conditions listed in his offer letter.

Carl will be credited with fifteen years of service and will accrue FTO based on fifteen (15) years of service or 9.23 hours per 80-hour pay period. The City will also deposit 40 hours of FTO effective June 1, 2025. He will accrue EMB, a non-severable benefit of 2.461 hours per 80-hour pay period. The City will deposit 80-hours of EMB effective June 1, 2025.

As a result of this development, we have directed GMP to cease their search for a Director of Finance. We will only be obligated to pay for the work they have put into the recruitment to date which should be minimal.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Carl Babich to the Director of Finance position, subject to successful completion and passing of a background check, pre-employment drug testing, and a pre-employment psychological evaluation, with a start date of June 1, 2025, and a starting salary of \$131,947.20. After successfully completing a six-month probationary period, he will receive an increase of \$5,000 to his annual salary, as stipulated in the attached offer letter.

March 21st, 2025

City of Grand Rapids-

Director of Finance

Ms. Chery Pierzina,

With a proven track record of driving operational excellence and efficiencies within large- scale organizations, I am excited to apply for the Director of Finance position for the City of Grand Rapids. With over 15+ years of progressive leadership experience, I currently serve as the Section Manager of Accounting for both Hibbing Taconite and United Taconite.

My expertise in streamlining processes, strict adherence to financial controls, and leading high-performing teams, has resulted in increased efficiencies, large cost reductions, and meeting expansive budgetary goals set by corporate leadership. With my ability to consistently exceed performance and productivity goals, I'm confident that I can make a direct impact for the City of Grand Rapids.

Thank you for considering my application for this position. I look forward to the potential opportunity to further discuss how my experience and skills can contribute to the overall continued success, growth, and development, of the city.

Sincerely,

Carl Babich

C A R L B A B I C H

EDUCATION

- **Bachelor of Arts – Accounting – April 2009**

Concordia College, Moorhead MN

WORK EXPERIENCE

Cleveland Cliffs/Hibbing Taconite Company

Section Manager of Accounting

Dates: June 2019- Present

- Provides direct supervision of general accounting and payroll personnel.
- Maintains and ensures that all processes and procedures are in compliance with GAAP.
- Monitors the financial close process throughout the month and at month-end.
- Performs month-end production calculations.
- Develop and update accounting policies and procedures to document and enhance current practices.
- Maintains workers compensation liability calculations and accruals.
- Performs balance sheet analysis.
- Completes general ledger account reconciliations.
- Records and maintains mining royalty accruals, payout, and leaseholder information.
- Assembles administrative budget and balance sheet forecasts for multiple sub-entities for quarterly forecasts.
- Supports and acts as a point of contact for internal and external audit requests.
- Files tax documents to corporate and/or government entities.
- Reviews monthly account reconciliations to ensure accurate monthly, quarterly, and annual financial results.
- Manages ad hoc projects and works to identify efficiencies in already established processes.
- Support internal reporting through monthly and quarterly budget to actual variance explanations.
- Implement and maintain appropriate SOX internal control processes and documentation.

Hoover Construction Company**Financial Controller/Treasurer****Dates: December 2014- June 2019**

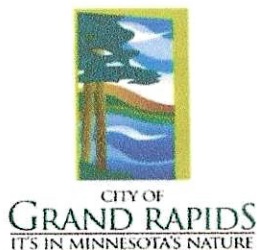
- In charge of preparing and submitting quarterly financial statements to our finance department and financial banking partner.
- Involved in purchasing and selling of all equipment and assets.
- Main contact responsible for managing all current and new vendors.
- Manage, update, and review financial documents when errors are identified which includes AP, AR, job cost, equipment, or any other errors related to the company's operations.
- Manages all month end, calendar year end, and fiscal year end closing procedures. This includes assisting with the annual company review.
- Plan administrator for Hoover employees, 401K, Life, & Health Insurance.
- Reviews the company's financial duties including managing capital expenditures, Payroll, AP, AR, and monthly sales and use tax amounts to provide timely and accurate payments.
- Senior Officer responsible for financial affairs and finance department employees in its entirety.
- Subject matter expert for company's Viewpoint Construction Software.
- Works closely with owners of the company and field project managers to ensure all costs and billings are completed and accurate.

Walker, Giroux, & Hahne Ltd.**Auditor****Dates: July 2012- December 2014**

- Assisted with preparing individual tax returns for clients.
- Reviewed general ledgers entered, capital expenditures, AR/AP cutoffs, bank recs, audits, reviews, and agreed upon procedures.
- Worked closely with company partners on cities, schools, and business audits.

United Subcontractors Inc.**Accountant, Procurement Department****Dates: September 2009-July 2012**

- Assisted with logistics between sales and vendors (shipping.)
- Managed payments for cash plan as well as discount purposes.
- Managed quarterly tracking of pricing.
- Prepared monthly and quarterly purchasing and cost reports.



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

Employment Application

An Equal Opportunity Employer

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

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

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

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

PERSONAL INFORMATION

NAME Last Babich	First Carl	Middle Thomas	POSITION APPLIED FOR: Director of Finance	
MAILING ADDRESS [REDACTED]			TODAY'S DATE: 03/21/25	DATE AVAILABLE TO WORK: 04/01/25
			STATUS DESIRED: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Seasonal	
			E [REDACTED]	
Are you a U.S. citizen or do you have legal Authorization to work in the U.S.? Proof of age and/or eligibility to work may be requested.		YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	Do you have a valid driver's license? (For driving positions only)	
Will your continued employment require employer sponsorship?		<input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	Are you <u>under</u> 18 years of age? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	

EDUCATIONAL INFORMATION

School Name, City and State		Major Area of Study
High School: Eveleth-Gilbert	Diploma <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO GED <input type="checkbox"/> YES <input type="checkbox"/> NO	
College: Concordia College	Degree Completed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> Associates <input checked="" type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed <u>4</u> Semester/Credit hours earned <u>304</u>	Accounting
Graduate School:	Degree Completed: <input type="checkbox"/> YES <input type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	
Technical or Vocational Programs:	(indicate type of certificate earned)	

List any other courses, seminars, workshops, or training you have that may provide you with skills related to this position:

MSHA

List any current licenses or certificates you possess which may be related to this position:

List any current registration(s) or membership(s) related to the position for which you are applying:

EMPLOYMENT EXPERIENCE

CURRENT EMPLOYMENT INFORMATION			
EMPLOYER Cleveland Cliffs- Hibbing Taconite	DATES EMPLOYED		JOB TITLE: Section Manager of Accounting
	FROM	TO	
ADDRESS 4950 Taconite Access Rd.	06/19		NAME OF LAST SUPERVISOR: Adam Radel
CITY, STATE, ZIP Hibbing, MN 55746	DESCRIBE YOUR WORK IN THIS JOB: Supervision of general accounting and payroll personnel. Develops and maintains accounting policies and procedures. Supports internal reporting through monthly and quarterly budgeting. Manages all financial close processes. Manages internal and external audits. Manages vendor and customer relationships.		
TELEPHONE Area Code + Number (218) 262-5950			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Layoff of 600 employees.			

PREVIOUS EMPLOYMENT INFORMATION			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER Hoover Construction	DATES EMPLOYED		JOB TITLE: Controller/Treasurer
	FROM	TO	
ADDRESS 302 Hoover Rd. S	12/14	06/19	NAME OF LAST SUPERVISOR: Peter Nick Johnson
CITY, STATE, ZIP Virginia, MN 55792	DESCRIBE YOUR WORK IN THIS JOB: Prepared and submitted all financial statements. Reconciliation of general ledger accounts. Managed, updated, and reviewed Accounts Payable and Accounts Receivable. Reviewed monthly billings for all clients and provided advisement and guidance to the project management team.		
TELEPHONE Area Code + Number (218) 741-3280			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Opportunity at Cleveland Cliffs- Hibbing Tacon			

EMPLOYER Walker, Giroux, & Hahne Ltd.	DATES EMPLOYED		JOB TITLE: Auditor
	FROM	TO	
ADDRESS 225 1st St. N	07/12	12/14	NAME OF LAST SUPERVISOR: Ryan Jarvi
CITY, STATE, ZIP Virginia, MN 55792	DESCRIBE YOUR WORK IN THIS JOB: Assisted with preparing individual tax returns for clients. Extensive field audit work for various clients including but not limited to, counties, cities, schools, businesses, and public utilities.		
TELEPHONE Area Code + Number (218) 749-4880			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Opportunity at Hoover Construction.			

PREVIOUS EMPLOYMENT INFORMATION CONTINUED

List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.

EMPLOYER United Subcontractors Inc.	DATES EMPLOYED		JOB TITLE: Accountant- Procurement
	FROM	TO	
ADDRESS 5201 Eden Ave.	09/09	07/12	NAME OF LAST SUPERVISOR: Ryan Blazei
CITY, STATE, ZIP Minneapolis, MN 55436	DESCRIBE YOUR WORK IN THIS JOB: General accounting duties including but not limited to Accounts Receivable, Accounts Payable, Contracts, and Logistics.		
TELEPHONE Area Code + Number (952)-697-4060			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Moved back home.			

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

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

UNPAID EXPERIENCE

Describe any unpaid or volunteer experience relevant to the position for which you are applying (you may include, if you wish, information which would reveal race, sex, religion, age, disability, or other protected status).

United Way, Catechism, and Personal Financial Advisement.

MILITARY EXPERIENCE

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

Describe your duties:

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

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

AUTHORIZATION***PLEASE READ CAREFULLY BEFORE SIGNING***

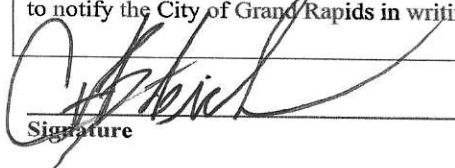
I certify that all information I have provided in this application for employment is true and complete to the best of my knowledge. Any misrepresentation or omission of any fact in my application, resume or any other materials, or during any interviews, can be justification for refusal of employment,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

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

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

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

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


Signature

3/21/2025

Date

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



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

ADMINISTRATION DEPARTMENT

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

May 1, 2025

Mr. Carl Babich

Dear Carl,

Please consider this letter as a conditional offer of employment for the position of Director of Finance for the City of Grand Rapids. Following is an outline of the terms and conditions of your pending employment. Your appointment to the position of Director of Finance is subject to approval of the City Council at their Monday, May 12, 2025, meeting, as well as a background check, pre-employment drug testing, and psychological evaluation.

Start Date:	Your first date of employment will be June 1, 2025.
Compensation:	<p>Your beginning salary will be \$131,947.20, which includes the 2025 cost of living adjustment. The salary grade for the Director of Finance position is Grade 17.</p> <p>After successfully completing a six-month probationary period, you will receive an increase of \$5,000 to your annual salary. Future cost of living adjustments will be subject to satisfactory performance evaluations, will be considered at the same time as other management employees, and will normally be completed on the same base percentage or dollar amount as other management employees, subject to City Council discretion. This is typically effective January 1st of each year.</p>
Pension:	Upon employment, you will be eligible to participate in PERA. A deferred compensation plan is also available for your participation.
Insurance:	You will be enrolled in the Operating Engineers Local 49 Health & Welfare Fund. The City covers 100% of the premium regardless of how many eligible family members. Your coverage will begin on July 1, 2025.
Flexible Time Off:	Upon employment, you will be credited with fifteen years of service, and will accrue FTO based on fifteen (15) years of service or 9.23 hours per 80-hour pay period. The City will deposit 40 hours of FTO effective June 1, 2025. You will be eligible to utilize FTO immediately.

Emergency Medical Bank: You will accrue EMB, a non-severable benefit at 2.4616 hours per 80-hour pay period. The City will also deposit 80-hours of EMB effective June 1, 2025. In order to utilize EMB for a health event, you must first utilize 40-hours of FTO.

Relocation and Moving: At some point in the future, if you elect to move within 20 miles of Grand Rapids City Hall, you will be reimbursed for relocation and moving expenses with receipts, in an amount not to exceed \$5,000.00.

Contingent Upon: Your appointment will be presented and recommended to the City Council at their May 12, 2025 meeting. Your appointment is also subject to a six-month probationary period, successfully completing and passing a background check, pre-employment drug testing, and psychological evaluation.

Please sign the attached Background Check Authorization and Authorization for Driver's License Check forms and return them to me at your earliest convenience.

I will be scheduling some time for a meeting with you to discuss your transition to the City and look forward to talking with you. Detailed information about your benefits and City policies will be provided to you during this meeting.

On behalf of the City of Grand Rapids, welcome and congratulations! We look forward to working with you.

If you have any questions, feel free to give me a call at (218) 326-7606 or (218) 256-8747.

Your signature below will indicate agreement with the terms and conditions of employment.



Carl Babich

5-2-25

Date

Sincerely,



Chery Pierzina
Human Resources Officer

cc: Personnel File
Payroll