



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

**CITY COUNCIL MEETING AGENDA**  
**Monday, July 10, 2023**  
**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, July 10, 2023 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**PROCLAMATIONS/PRESENTATIONS:**

1. National Life Saving Award Presentation - VFW Club

**PUBLIC FORUM:**

**COUNCIL REPORTS:**

**APPROVAL OF MINUTES:**

2. Approve Council minutes for Monday, June 26, 2023 Worksession and Regular meetings.

**VERIFIED CLAIMS:**

3. Approve the verified claims for the period June 20, 2023 to July 3, 2023 in the total amount of \$1,132,944.19.

**CONSENT AGENDA:**

4. Consider adopting a resolution approving LG230 Application for Off-Site Gambling for Confidence Learning Center
5. Consider adopting a resolution accepting a Development Infrastructure Grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR)
6. Consider approving temporary liquor license for Bemidji Brewing for 2023 Riverfest.
7. Consider and agreement with the bands: Verge, Adessa and the Beat and Brothers Burn Mountain for Tall Timber Days
8. Consider accepting the resignation of Richard Pederson from the Police Community Advisory Board and authorize filling the vacancy.
9. Consider approving temporary liquor licenses for American Legion Post 476 for the Itasca County Fair

[10.](#) Consider approving the Mayors Art Award policy

[11.](#) Consider approving change orders related to IRA Civic Center project.

SET REGULAR AGENDA:

ADMINISTRATION:

[12.](#) Consider approving three agreements related to the 2023 Art Project

[13.](#) Consider Extending loud noise ordinance from 10 pm to Midnight on September 9, 2023

COMMUNITY DEVELOPMENT:

[14.](#) Consider approval of a resolution and letter in support of an application by the Itasca County HRA to the Minnesota Housing Finance Administration for the development of eight additional affordable, owner-occupied, single-family homes in Forest Lake Addition.

CITY COUNCIL:

[15.](#) Consider appointing two members to the Police Community Advisory Board.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR JULY 24, 2023 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, June 26, 2023

4:00 PM

Mayor Pro-tem Adams called the meeting to order at 4:00 PM.

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

STAFF: Tom Pagel, Chad Sterle

### BUSINESS:

#### 1. GoMarti Update

Claire Peterlin, Plum Catalyst, presented update on goMarti project including:

- ~ Stats of rides including accessible use since launch
- ~ Community Engagement and Economic Development Impact
- ~ Hosted visitors including MN College, KPMG Japan Visit
- ~ Noted various groups receiving presentations
- ~ Participation in Transportation Accessibility Institute
- ~ Timeline extended for three additional years with grant funding

### DEPARTMENT HEAD REPORT:

#### 2. Civic Center, Parks & Recreation - Dale Anderson

Dale Anderson, Civic Center, Park & Rec Manager, reviews construction project, including design and functionality. Anticipate roof decking coverage June 29th. Sports complex and Bob Streeter field were also covered. A full and complete presentation is available upon request.

### REVIEW OF REGULAR AGENDA:

Upon review, RCA requesting approval of Civic Center project change orders was added as item #8a under Consent. No other changes or additions are noted.

There being no further business, the meeting adjourned at 4:49 PM.

Respectfully submitted:

*Kimberly Gibeau*  
 Kimberly Gibeau, City Clerk



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## CITY COUNCIL MEETING MINUTES

**Monday, June 26, 2023**

**5:00 PM**

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

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

**STAFF:** Tom Pagel, Chad Sterle, Barb Baird, Andy Morgan, Brian Mattson, Chery Pierzina, Will Richter, Chris Rima-Carlson, Sam Grigsby, Kevin Ott

### PRESENTATION:

Police Chief Andy Morgan noted that Mr. Lazo has submitted his notice of retirement from the Grand Rapids Police Reserves for which he has served more than 40 years. Mr. Lazo was presented with a plaque and certificate of appreciation.

### PUBLIC FORUM:

No one from the public wished to speak.

### COUNCIL REPORTS:

No Council reports provided.

### APPROVAL OF MINUTES:

1. Approve minutes for Monday, June 12, 2023 City Council Worksession and Regular meetings.

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

### VERIFIED CLAIMS:

2. Approve the verified claims for the period June 6, 2023 to June 19, 2023 in the total amount of \$3,497,640.87.

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



ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Acknowledged minutes Board & Commission meetings:

- ~ Arts & Culture Meeting: February 7th, & April 4th, 2023
- ~ PUC Meetings: January 11th, February 8th, February 22nd, March 8th, March 22nd, & April 26th, 2023
- ~ Civic Center Advisory Board Meeting: May 8th, 2023
- ~ GREDA Meeting: April 13th, 2023
- ~ Planning Commission Meeting: April 6th, 2023
- ~ Human Rights Commission Meeting: April 26th, 2023
- ~ Library Board Meeting: May 10th, 2023
- ~ Golf Board Meeting: May 16th, 2023

CONSENT AGENDA:

4. Consider approval of an agreement with LHB for safety inspections on the Horn Bridge.
5. Consider approving renewal for Office 365 services through Zix.
6. Consider approving the final pay request for CP 2003-18, 21st Street SW Extension in the amount of \$21,767.00 and balancing change order #2.
7. Consider accepting the notice of retirement of Juan Lazo from the Grand Rapids Police Reserves.
8. Consider approving cost increases for GPZ Garage Door replacement
- 8a. Consider approving change orders related to the Civic Center project.

Motion made by Councilor Connelly, Second by Councilor MacGregor to approve the Consent agenda as amended with the addition of item #8a. Voting Yea: Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

SET REGULAR AGENDA:

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

ADMINISTRATION:

9. Consider authorizing Human Resources to begin the process of advertising and hiring for the open position of Police Officer

Ms. Pierzina provided background including changes in staffing at the Police Department beginning with retirement of Chief Schaar.

Motion made by Councilor Connelly, Second by Councilor Sutherland to approve advertising and hiring process for Police Officer. Voting Yea: Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

ENGINEERING PUBLIC WORKS:

10. Consider adopting a resolution accepting a bench donation in memory of Dee Huffer Warren.

Motion made by Councilor MacGregor, Second by Councilor Connelly adopting **Resolution 23-42**, accepting a bench donation from Dee Huffer Warren family. Voting Yea: Councilor Adams, Councilor Connelly, Councilor MacGregor, Councilor Sutherland

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:14 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk

DATE: 07/06/2023  
 TIME: 11:45:19  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 07/10/2023

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
CITY WIDE		
0715808	GOVCONNECTION INC	97.94
1309495	MINUTEMAN PRESS	333.29
TOTAL CITY WIDE		431.23
SPECIAL PROJECTS-NON BUDGETED		
0315455	COLE HARDWARE INC	80.92
2018560	TROUT ENTERPRISES INC	176.00
TOTAL SPECIAL PROJECTS-NON BUDGETED		256.92
BUILDING SAFETY DIVISION		
0221650	BURGGRAF'S ACE HARDWARE	24.97
0301685	CARQUEST AUTO PARTS	3.95
0315455	COLE HARDWARE INC	35.96
0904230	IDENTISYS INC	216.99
1901535	SANDSTROM'S INC	104.11
1908248	SHERWIN-WILLIAMS	209.39
TOTAL BUILDING SAFETY DIVISION		595.37
COUNCIL/COMMISSION/BOARDS		
1001650	JASON ISBELL TOURING INC	20,000.00
TOTAL COUNCIL/COMMISSION/BOARDS		20,000.00
FIRE		
0513231	EMERGENCY APPARATUS	284.78
1215130	LOCAL BOY INC	600.00
1301014	MACQUEEN EMERGENCY GROUP	1,698.02
1309332	MN STATE RETIREMENT SYSTEM	1,624.57
1321527	MUNICIPAL EMERGENCY SERVICES	1,376.62
TOTAL FIRE		5,583.99
PUBLIC WORKS		
0103325	ACHESON TIRE INC	30.00
0205090	BEACON ATHLETICS LLC	332.00
0221650	BURGGRAF'S ACE HARDWARE	175.53
0301685	CARQUEST AUTO PARTS	185.82
0315455	COLE HARDWARE INC	26.98

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CITY OF GRAND RAPIDS  
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PAGE: 2

INVOICES DUE ON/BEFORE 07/10/2023

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
0400720	D&S STUMP GRINDING LLC	525.00
0421125	JOHN P DUBOVICH	648.00
0601690	FASTENAL COMPANY	890.50
1200500	L&M SUPPLY	202.96
1301213	MARTIN'S SNOWPLOW & EQUIP	209.99
1303039	MCCOY CONSTRUCTION & FORESTRY	33,767.72
1621125	PUBLIC UTILITIES COMMISSION	2,000.00
2018560	TROUT ENTERPRISES INC	1,375.00
2209421	VIKING ELECTRIC SUPPLY INC	638.80
TOTAL PUBLIC WORKS		41,008.30
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	131.15
0601690	FASTENAL COMPANY	127.53
0914200	INDUSTRIAL LUBRICANT COMPANY	189.80
1201850	LAWSON PRODUCTS INC	311.19
1801615	RAPIDS WELDING SUPPLY INC	45.41
TOTAL FLEET MAINTENANCE		805.08
POLICE		
0100031	A&B MISHAPS	159.79
0121725	AUTOMOTIVE ELECTRIC LLC	125.88
0205725	BETZ EXTINGUISHER COMPANY	20.00
0301685	CARQUEST AUTO PARTS	904.78
0409501	JOHN P. DIMICH	4,583.33
0415529	DONDELINGER FORD	14.14
1200500	L&M SUPPLY	44.99
1618125	PRAXAIR DISTRIBUTION INC	91.91
1920233	STREICHER'S INC	1,782.00
TOTAL POLICE		7,726.82
CENTRAL SCHOOL		
1201730	LATVALA LUMBER COMPANY INC.	62.69
TOTAL		62.69
AIRPORT		

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 07/10/2023

VENDOR #	NAME	AMOUNT DUE
-----		
AIRPORT		
0221650	BURGGRAF'S ACE HARDWARE	0.00
0301685	CARQUEST AUTO PARTS	8.98
0315455	COLE HARDWARE INC	79.98
0504825	EDWARDS OIL INC	858.75
1105444	KELLER FENCE COMPANY	5,000.00
1608345	PHILS GARAGE DOOR	925.00
	TOTAL	6,872.71
CIVIC CENTER		
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	8.97
0701650	GARTNER REFRIGERATION CO	788.00
1201430	LAKE SUPERIOR CUTTING EDGE LLC	300.00
	TOTAL GENERAL ADMINISTRATION	1,096.97
STATE HAZ-MAT RESPONSE TEAM		
0312110	CLAREY'S SAFETY EQUIPMENT INC	14.99
	TOTAL	14.99
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	115.52
	TOTAL	115.52
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1301895	MAY MOBILITY, INC	162,908.33
	TOTAL MAY MOBILITY	162,908.33
MUNICIPAL ST AID MAINTENANCE		
7TH AVE SE OVERLAY		
1900225	SEH	7,989.48
	TOTAL 7TH AVE SE OVERLAY	7,989.48

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 07/10/2023

VENDOR #	NAME	AMOUNT DUE
-----		
GR/COHASSET IND PK INFRAST		
1900225	SEH	33,264.00
2000522	TNT CONSTRUCTION GROUP, LLC	15,960.00
TOTAL		49,224.00
AIRPORT CAPITAL IMPRV PROJECTS		
AP 2023-4 HANGAR UTILITIES		
1900225	SEH	791.40
2000522	TNT CONSTRUCTION GROUP, LLC	38,821.03
TOTAL AP 2023-4 HANGAR UTILITIES		39,612.43
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0900055	ICS CONSULTING INC	67,098.67
TOTAL IRA CIVIC CENTER RENOVATION		67,098.67
2022 INFRASTRUCTURE/ARPA		
FOREST LK UTILITY EXTENSIONS		
0218115	BRAUN INTERTEC CORPORATION	940.00
1900225	SEH	1,848.00
TOTAL FOREST LK UTILITY EXTENSIONS		2,788.00
21ST STREET IMPROVEMENTS		
0218115	BRAUN INTERTEC CORPORATION	862.50
1900225	SEH	6,608.58
1911545	SKOGLUND ELECTRIC LLC	1,905.90
TOTAL 21ST STREET IMPROVEMENTS		9,376.98
2023 INFRASTRUCTURE BONDS		
CP2015-1 SYLVAN BAY OVR/UTIL		
0218115	BRAUN INTERTEC CORPORATION	897.50
1900225	SEH	29,102.71
2000522	TNT CONSTRUCTION GROUP, LLC	327,942.88
TOTAL CP2015-1 SYLVAN BAY OVR/UTIL		357,943.09

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 07/10/2023

VENDOR #	NAME	AMOUNT DUE
-----		
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	12.24
1809154	RICHARD F RYSAVY	120.00
	TOTAL	132.24
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$781,643.81
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0113105	AMAZON CAPITAL SERVICES	172.79
0305530	CENTURYLINK QC	48.67
0504615	JUSTIN EDMUNDSON	152.00
0712551	GLOCK PROFESSIONAL INC	250.00
0718015	GRAND RAPIDS CITY PAYROLL	294,639.02
0718070	GRAND RAPIDS STATE BANK	980.06
0815440	HOLIDAY STATIONSTORES LLC	308.00
0914350	INITIAL ATTACK FIRE TRAINING	1,800.00
0920055	ITASCA COUNTY RECORDER	138.00
0920059	ITASCA COUNTY SHERIFFS DEPT	1,836.83
1105225	CITY OF KEEWATIN	625.22
1115600	ADAM KORTEKAAS	1,181.10
1201402	LAKE COUNTRY POWER	52.48
1301145	MARCO TECHNOLOGIES, LLC	191.45
1301223	PAUL MARTINETTO	30.00
1305046	MEDIACOM LLC	156.90
1305725	METROPOLITAN LIFE INSURANCE CO	2,155.42
1309149	MN CHIEFS OF POLICE ASSOC	2,370.00
1309199	MINNESOTA ENERGY RESOURCES	955.75
1309265	MN DEPT OF LABOR & INDUSTRY	20.00
1309302	MN DEPT OF PUBLIC SAFETY	28.50
1315650	ANDY MORGAN	13.99
1321750	MUTUAL OF OMAHA	447.36
1405435	JEREMY NELSON	44.94
1601305	THOMAS J. PAGEL	1,073.34
1601750	PAUL BUNYAN COMMUNICATIONS	1,597.78
1605720	PETERSON CONTRACTING	12,356.95
1609230	CHERY PIERZINA	344.00
1621125	PUBLIC UTILITIES COMMISSION	1,088.06
1621130	P.U.C.	17,806.37
1920700	STORM COMBATIVES TRAINING	1,099.00
2000100	TASC	31.50
2114360	UNITED PARCEL SERVICE	3.00
2305825	WEX INC	3,226.90
T001424	MAYS & COMPANY	3,550.00
T001471	JM INC	525.00
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$351,300.38
	TOTAL ALL DEPARTMENTS	\$1,132,944.19



CITY OF  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 10, 2023

**AGENDA ITEM:** Consider adopting a resolution approving LG230 Application for Off-Site Gambling for Confidence Learning Center

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

Confidence Learning Center has submitted an application to conduct off-site gambling at the Grand Rapids Eagles club, located at 1776 South Pokegama Avenue. Minnesota State Gambling Board requires adoption of a Resolution by the City Council prior to issuing permit. Confidence Learning Center 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 Confidence Learning Center.



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

RESOLUTION NO. 23-\_\_\_\_\_

RESOLUTION APPROVING CONFIDENCE LEARNING CENTER OF MINNESOTA  
LG230 APPLICATION FOR OFF-SITE GAMBLING

WHEREAS, Confidence Learning Center has presented the City Council of Grand Rapids a LG230 Application to Conduct Off-Site Gambling application to conduct gambling at the Eagles Aerie 2469, 1776 Pokegama Avenue South, 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 Confidence Learning Center to conduct gambling at the Eagles Aerie 2469, 1776 Pokegama Avenue South, Grand Rapids, Minnesota.

Adopted by the City Council this 10<sup>th</sup> day of July, 2023.

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

ATTEST:

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

Councilor \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof: \_\_\_\_\_; and the following voted against 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 8 / 29 / 22 to 8 / 29 / 22

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 Rapids 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**


**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 Rapids</u> Date Approved by City Council: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of City Personnel: _____ Title: _____ Date Signed: _____	County Name: _____ Date Approved by County Board: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of County Personnel: _____ Title: _____ Date Signed: _____ TOWNSHIP NAME: _____ <p><b>Complete below only if required by the county.</b>                      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.)</p> Print Township Name: _____ Signature of Township Officer: _____ Title: _____ Date Signed: _____
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <p><b>Local unit of government must sign.</b></p> </div>	

**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 in this application.


6/13/22  
 \_\_\_\_\_  
 Signature of CEO (must be CEO's signature; designee may not sign) Date

<p><b>Mail or fax to:</b></p> <p>Minnesota Gambling Control Board                  Suite 300 South                  1711 West County Road B                  Roseville, MN 55113  <b>Fax: 651-639-4032</b></p>	<p><b>No attachments required.</b></p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

<p><b>Data privacy notice:</b> 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.</p> <p>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.</p>	<p>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.</p> <p>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 &amp; 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 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.</p>
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**LG230 Application to Conduct Off-Site Gambling**

**No Fee**

**ORGANIZATION INFORMATION**

Organization Name: CONFIDENCE LEARNING CENTER License Number: 00691

Address: 1620 MARY FAWCETT MEMORIAL DR City: EAST GULL LAKE, MN Zip: 56401

Chief Executive Officer (CEO) Name: TRAVIS GROSSMAN Daytime Phone: 218-828-2344

Gambling Manager Name: MICHAEL VOELTZ Daytime Phone: 218-414-0121

**GAMBLING ACTIVITY**

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

From 08 / 28 / 23 to 08 / 28 / 23

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 RAPIDS 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: \$0 (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: Steven Oleheiser Secretary Fraternal Order Eagles 2469 Date: 6/27/2023

Print Lessor's Name: Steven Oleheiser

**CONTINUE TO PAGE 2**

# LG230 Application to Conduct Off-Site Gambling

## 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>GRAND RAPIDS</u> Date Approved by City Council: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of City Personnel: _____ Title: _____ Date Signed: _____	County Name: _____ Date Approved by County Board: _____ Resolution Number: _____ (If none, attach meeting minutes.) Signature of County Personnel: _____ Title: _____ Date Signed: _____ TOWNSHIP NAME: _____
<div style="border: 1px solid black; padding: 10px; width: fit-content; margin: auto;"> <p><b>Local unit of government must sign.</b></p> </div>	<p><b>Complete below only if required by the county.</b>            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.)</p> 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 in this application.

 \_\_\_\_\_ Date 6/12/2023

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

<p><b>Mail or fax to:</b></p> <p>Minnesota Gambling Control Board          Suite 300 South          1711 West County Road B          Roseville, MN 55113  <b>Fax: 651-639-4032</b></p>	<p><b>No attachments required.</b></p> <p>Questions? Contact a Licensing Specialist at 651-539-1900.</p>
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This publication will be made available in alternative format (i.e. large print, braille) upon request.

<p>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.</p> <p>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.</p>	<p>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.</p> <p>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 &amp; 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 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.</p>
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CITY OF  
**GRAND RAPIDS**  
IT'S IN MINNESOTA'S NATURE

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 10, 2023

**AGENDA ITEM:** Consider adopting a resolution accepting a Development Infrastructure Grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR)

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

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### **BACKGROUND:**

On February 14, 2022, the City Council authorized a grant application to IRRR to support the expansion of Yanmar Compact Equipment North America, aka ASV. The grant request of \$350,000 was approved by the IRRR Board.

State law requires that the City Council adopt a resolution to accept the grant from IRRR.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution accepting a Development Infrastructure Grant from the Minnesota Department of Iron Range Resources and Rehabilitation (IRRR)

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

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING AN \$350,000.00 GRANT FROM THE MINNESOTA DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION (IRRR) DEVELOPMENT INFRASTRUCTURE PROGRAM FOR SITE WORK ASSOCIATED WITH THE EXPANSION OF YANMAR COMPACT EQUIPMENT OF NORTH AMERICA

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

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$350,000.00 Development Infrastructure grant award from the IRRR for the site work associated with the expansion of Yanmar Compact Equipment of North America located at 840 Lily Lane, Grand Rapids.

Adopted this 10<sup>th</sup> day of July 2023.

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

Attest:

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

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



**STATE OF MINNESOTA  
GRANT CONTRACT AGREEMENT**

Item 5.

<b>PO ID</b> 3000008895	<b>PO Date</b> April 12, 2022		<b>Fiscal Year</b> 2022	<b>Grant Award</b> \$350,000.00
<b>Vendor ID</b> 0000195352	<b>Fund</b> 2380	<b>Fin Dept ID</b> B4335340	<b>Approp ID</b> B43N6AS	<b>Account</b> 441352

This grant contract agreement is between the State of Minnesota, acting through its Commissioner of the Department of Iron Range Resources and Rehabilitation ("hereinafter, Iron Range Resources and Rehabilitation or State") and Grand Rapids City of, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744 ("GRANTEE").

## Recitals

1. Under Minn. Stat. § 298.22, subd. 13, Taconite Environmental Protection Fund (Minn. Stat. § 298.223) and Douglas J. Johnson Economic Protection Trust Fund (Minn. Stat. § 298.292, subd. 1 and Minn. Stat. § 298.296, subd. 2(c)) and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 22-021 the State is empowered to enter into this grant contract agreement.
2. As part of its mission, Iron Range Resources and Rehabilitation will grant funds for local economic development projects located within the Taconite Assistance Area defined in Minn. Stat. Sec. 273.1341. Iron Range Resources and Rehabilitation has determined that completion of this project will support those purposes.
3. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract agreement.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. Sec. 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant contract agreement.

## Grant Contract Agreement

### 1 Term of Grant Contract Agreement

#### 1.1 Effective date:

April 19, 2022, Per Minn. Stat. Sec. 16B.98, Subd. 5, **the Grantee must not begin work until this grant contract agreement is fully executed and the the State's Authorized Representative has notified the Grantee that work may commence.** Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed.

#### 1.2 Expiration date:

December 29, 2023, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

### 2 Grantee's Duties



The Grantee, who is not a state employee, will: perform the duties specified in Exhibit A which is attached hereto and incorporated into this grant contract. The grantee will comply with required grants management policies and procedures set forth through Minn. Stat. Sec. 16B.97, Subd. 4 (1). Item 5.

### **3 Time**

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

## **4 Consideration and Payment**

### **4.1 Consideration.**

The State will pay for all services performed by the Grantee under this grant contract as follows:

#### **(a) Compensation**

The Grantee will be paid according to the breakdown of costs contained in Exhibit B, which is attached hereto and incorporated into this grant contract.

#### **(b) Travel Expenses**

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be according to the breakdown of costs contained in Exhibit B; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

#### **(c) Total Obligation.**

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$350,000.00 and be in accordance with the breakdown of costs contained in Exhibit B.

### **4.2 Payment**

#### **(a) Invoices**

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the breakdown of costs contained in Exhibit B.

#### **(b) Unexpended Funds**

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

### **4.3 Contracting and Bidding Requirements**

Per Minn. Stat. Sec. 471.345, grantees that are municipalities as defined in Subd. 1 must follow

the law.

Item 5.

(a) For projects that include construction work, prevailing wage rates must be paid pursuant to Minn. Stat. Sec.177.41-177.44 and per the Iron Range Resources and Rehabilitation Board Resolution No. FY96-005, which is attached hereto and incorporated by reference into this grant contract as Exhibit C (for projects that include construction work). Consequently, the bid request must state the project is subject to the payment of *prevailing wages*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

(b) The grantee must not contract with vendors who are suspended or debarred in MN: <http://www.mmd.admin.state.mn.us/debarredreport.asp>

## 5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

## 6 Authorized Representative

The State's Authorized Representative is Chris Ismil, 4261 Hwy 53 S, Eveleth, Minnesota, 55734, (218) 735-3010, [chris.ismil@state.mn.us](mailto:chris.ismil@state.mn.us) or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Rob Mattei, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744, 218-326-7600, [rmattei@ci.grand-rapids.mn.us](mailto:rmattei@ci.grand-rapids.mn.us). If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

## 7 Assignment Amendments, Waiver, and Grant Contract Complete

### 7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

### 7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

### 7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

### 7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

## 8 Liability

Item 5.

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## 9 State Audits

Under Minn. Stat. Sec. 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

## 10 Government Data Practices and Intellectual Property Rights

### 10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. Ch.13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

### 10.2 Intellectual Property Rights

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

## 11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. Sec.176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

## 12 Publicity and Endorsement

### 12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the Department of Iron Range Resources and Rehabilitation as the sponsoring agency and must not be released without prior written approval from the Iron Range Resources and Rehabilitation's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

## 12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

Item 5.

## 13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## 14 Termination

### 14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

### 14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

### 14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature (*State grant funds only*).
- (b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

## 15 Data Disclosure

Under Minn. Stat. Sec.270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

## 16 Provisions

Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minn. Stat. Sec. 181.59 (Non-discrimination); Minn. Stat. Sec.116J.871 and 177.43 (Prevailing

Wages); Minn. Stat. Sec. 574.26 (Payment and Performance Bonds); Minn. Stat. Sec. 363A.36 (Certificate of Compliance for private entities); and Minn. Stat. Sec. 116L.66 (Job Listings for of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C. Sect. 12101.

Item 5.

The grant is subject to the provisions in Minn. Stat. Sec. 16B.97 and .98.

This document may be executed in counterparts. The parties may provide electronic signatures pursuant to the authority of Minn. Stat. Ch. 325L.

**1. STATE ENCUMBRANCE VERIFICATION**

**3. STATE AGENCY**

*Individual certifies that funds have been encumbered as required by Minn. Stat." 16A.15*

Electronically Approved and Signed  
Signed: Bob Scuffy  
Title: Accounting Director  
Date: April 12, 2022

Electronically Approved and Signed  
By: Mark R Phillips  
Title: Commissioner  
Date: April 19, 2022

**2. GRANTEE**

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: \_\_\_\_\_

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

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

By: \_\_\_\_\_

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

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

Distribution:

Agency

Grantee

State's Authorized Representative



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 10, 2023

**AGENDA ITEM:** Consider approving temporary liquor license for Bemidji Brewing for 2023 Riverfest.

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

Bemidji Brewing has submitted an application for a 1 -4 day temporary liquor license to serve at the 2023 Grand Rapids Riverfest. The \$20 fee and proof of insurance have been received.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve temporary liquor license for Bemidji Brewing for the 2023 Grand Rapids Riverfest.





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**

Item 6.

Name of organization: Bemidj Brewing Company LLC Date of organization: 7-25-11 Tax exempt number: N/A

Organization Address (No PO Boxes): 211 America Ave NW City: Bemidj State: Minnesota Zip Code: 56601

Name of person making application: Megan Hill Business phone: 218-444-7011 Home phone: 218-208-8282

Date(s) of event: Riverfest 9-9-23 Type of organization:  Microdistillery  Small Brewer  
 Club  Charitable  Religious  Other non-profit

Organization officer's name: Megan Hill + Tom Hill City: Bemidj State: Minnesota Zip Code: 56601

Organization officer's name: Tina Kaney + Justin Kaney City: Bemidj State: Minnesota Zip Code: 56601

Organization officer's name: \_\_\_\_\_ City: \_\_\_\_\_ State: Minnesota Zip Code: \_\_\_\_\_

Location where permit will be used. If an outdoor area, describe.  
Grand Rapids Riverfest - Will be serving within designated serving area as described by event organizers.

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
Maver Clarke Agency - as described in info document for 1-4 day temporary liquor license

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  
 Fee Amount

7-10-2023  
 Date Approved

9-9-2023  
 Permit Date

Event in conjunction with a community festival  Yes  No

11,268  
 Current population of city

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

Kimberly Gibeau  
 Please Print Name of City Clerk or County Official

[Signature]  
 Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event**  
**No Temp Applications faxed or mailed. Only emailed.**  
**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**  
**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 7-10-23

**AGENDA ITEM:** Consider and agreement with the band Verge

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

---

### **BACKGROUND:**

The City's agreement with Tall Timber Days is to contract with the bands so that they fall under the City's insurance. Tall Timber Days then reimburses the City for the cost of the bands. Attached is a contract with the band Verge.

### **REQUESTED COUNCIL ACTION:**

Make a motion to enter into an agreement with the band Verge for a performance during Tall Timber Days.





# PERFORMANCE CONTRACT

A NOTE FROM: **Tom, VERGE Band Manager**

REGARDING: **Performance Contract**

Our attached performance Contract is based on certain industry standards, many of which may be negotiable.

We realize that the most important aspects of our client relationship revolve around customer service, the audience, and you, our client.

While components of the attached Contract may be reasonable or even expected, please know that we are flexible, very easy to work with, and your satisfaction is our goal.

Herein, "Presenter" refers to the role of venue owner, agent, and/or client.



# PERFORMANCE CONTRACT

*The purpose of this contract is to ensure that VERGE can provide Presenter with a professional performance in a timely, safe and legal manner. Some aspects of this contract may be negotiable.*

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

**PERFORMANCE DATE:** August 5<sup>th</sup>, 2023

**1. Performance**

VERGE will provide three hours of music in the evening (performance time is flexible, planned for 7:30-midnight).

- Typically three one-hour sets, with two thirty minute breaks, or two ninety minute sets with one thirty minute break. VERGE may play encore songs at the mutual discretion of the promoter and VERGE
- VERGE will play if requested music through the PA during breaks and for one hour prior to the show.
- VERGE shall have high quality sound and stage lighting equipment. VERGE shall ensure optimum sound blend and reproduction for the venue size.

**2. Fees, Payment and Cancellation Policy**

- Performance fee: \$3,200 + \$125 in food vouchers or cash for food.
- A deposit of 25% of the performance fee is due within 30 days of booking (\$800).
- The remainder of the performance fee is due on the day of the event and payable prior to set up for the performance.
- Presenter shall pay a cancellation fee equal to the deposit if the cancellation is more than 90 days in advance of the scheduled date.
- Presenter shall pay a cancellation fee equal to the full fee if cancellation notice is less than 90 days in advance of the scheduled date.
- Payments may be made one of the following ways:
  - VENMO (@Thomas-Ernst-23)
  - PayPal ([tcernst@me.com](mailto:tcernst@me.com))
  - Check made out to: VERGE

**3. Directions and Arrival**

In advance of performance date, Presenter agrees to provide to VERGE via email clear driving directions to venue, including directions to the proper entrance (e.g., stage load-in door). At the agreed load-in time, Presenter (or designated representative) will be available to greet VERGE, band members, and production crew, show them to the stage area and dressing/green rooms, introduce technical staff, and discuss any concerns.

**4. Access**

Presenter agrees to have the venue available and accessible to VERGE, band members, and production crew no less than five (5) hours prior to guests' arrival. At the conclusion of the performance, VERGE will have no less than two (2) hours to dismantle and remove equipment.

**5. Parking**

Presenter will provide secure, well-lit parking for up to four (4) vehicles and two trailers reserved as close as possible to the load-in area. Any costs associated with parking arrangements will be the responsibility of Presenter.

**6. Stage**

Presenter will communicate the details of the staging (if provided) ahead of the event and will provide a sturdy, skirted stage, preferably no less than 28 feet wide, 16 feet deep, and 18 inches high. The stage must be assembled prior to the designated load-in time. One set of suitable stairs/steps must be provided on the side of the stage.

**7. Sound and Lighting**

VERGE will supply sound and light equipment.

**8. Electrical Power for Sound and Lighting**

Presenter will provide a minimum of three (4) individual 15-20-amp 110V circuit power drops within 25' of the





# PERFORMANCE CONTRACT

stage or one 50a 220v drop.

## 9. Dressing/Green Rooms and Hospitality

- *Basic backstage circumstances allow the group to perform at its best. VERGE understands that not all aspects of the Contract can be met at every venue but asks that reasonable efforts to be made to meet these requests*
- ~~**Dressing/Green Room(s)** One (1) partitioned, or two (2) separate, secure, lockable, well-lit, clean dressing room(s) in close proximity to the stage with two full-length mirrors, power outlets, a place to hang garments, hair and a make-up station with two mirrors, a tables and two chairs~~
- **Beverages/Food**
  - The band will bring their own beverages. However, If VERGE is not allowed to bring their own beverages, Presenter shall provide complementary beverages for VERGE and VERGE's road crew (up to ten staff including the band members) during the performance from the venue bar (premium alcohol not included)
  - The presenter will either issue \$120 in food truck vouchers or provide catered food to the band and road crew for a meal prior to the show that is mutually agreed upon ahead of the event.

## 10. Accommodations

When VERGE's travel time from the Saint Paul exceeds 90 minutes, Presenter shall provide hotel accommodations for each night of performance in the form of five (10 persons) double, nonsmoking hotel rooms at an approved hotel or a band house with a comparable number of beds. Rollaway beds are acceptable. Please provide accommodation information to VERGE prior to completing reservation. Presenter will not be responsible for any extra charges incurred by VERGE during the stay of the group.

11. **Permits/Approvals:** Presenter agrees to obtain, at no cost to VERGE, any and all permissions, licenses, approvals, insurance, or permits required for all aspects of the performance. Presenter agrees to pay, at no cost to VERGE, all applicable city, county, and state taxes.

## 12. Security

Presenter shall be responsible for all aspects of security and crowd control.

## 13. Tickets

For public performances, Presenter agrees to make up to six (6) complimentary admissions/tickets available to VERGE. These tickets may be for the use of VERGE's support staff or others at the VERGE's discretion. Any complimentary tickets not confirmed two (2) hours prior to performance may be released for use by Presenter.

## 14. Miscellaneous

Presenter agrees to prohibit smoking on or near stage, dressing rooms, green room, etc.

When requested, VERGE will provide a short "emcee introduction" card for Presenter's use at show time.

15. **INSURANCE:** It is the responsibility of the Presenter to specifically provide and/or express any requirements with respect to liability or any other type/s of performer-related insurance well prior to the scheduled event to allow for VERGE to secure any necessary certificate/s, etc. Fees related to expediting such requirements may be the responsibility of the Presenter.

In case of any ambiguity and/or conflict (s) in terms, the terms contained and delineated in this Contract will prevail.



# PERFORMANCE CONTRACT

## PERFORMANCE CONTRACT SIGNATURE PAGE

AGREED to and ACCEPTED on this \_\_\_\_\_ DAY of \_\_\_\_\_, 20\_\_\_\_

PRESENTER: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

VERGE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

THIRD PARTY REPRESENTATIVE (*WHERE APPLICABLE*): \_\_\_\_\_



JULY 7, 2023

Contract/Terms of Agreement Between Presenter/Purchaser - CITY OF GRAND RAPIDS and Provider of Entertainment - ADESSA & THE BEAT (5 PIECE VARIETY BAND)

DATE OF PERFORMANCE - FRIDAY AUG 4, 2023

EVENT - "TALL TIMBER DAYS"

HOURS OF PERFORMANCE - 7:30 PM - 11:30 PM INCLUDING 3 15 MINUTE BREAKS

COMPENSATION - \$3000.00 PAYABLE TO KEITH SORING 35277 FOXTAIL LN, COHASSET, MN 55721 DUE ON PERFORMANCE DATE

ADESSA & THE BEAT WILL PROVIDE SOUND AND STAGE LIGHTING FOR THIS EVENT AND THE CITY OF GRAND RAPIDS WILL PROVIDE STAGE AND TENT.

NO DEPOSIT IS REQUIRED FOR THIS EVENT.

SIGNED BY REPRESENTATIVE OF BAND KEITH H SORING

Keith H Soring

DATE 7/7/2023

SIGNED BY REPRESENTATIVE OF CITY OF GRAND RAPIDS/TALL TIMBER DAYS

\_\_\_\_\_  
DATE \_\_\_\_\_



**MUSIC PERFORMANCE CONTRACT**

THIS CONTRACT (the "Agreement") made and entered into this 20<sup>th</sup> day of may, 2023 (the "Execution Date"),

**BETWEEN:**

The City of Grand Rapids of Grand Rapids, MN  
(the "Client")

**OF THE FIRST PART**

**- AND -**

Jesse Dermody

**- AND -**

Ryan Dermody

(individually and collectively known as the "Performer")

**OF THE SECOND PART**

**BACKGROUND:**

- A. The Performer is a professional entertainment group known as "The Brothers Burn Mountain".
- B. The Client wishes to engage the Performer subject to the terms and conditions as follows:

**IN CONSIDERATION OF** and as a condition of the Client hiring the Performer and other valuable consideration, the receipt and sufficiency of which consideration is acknowledged here, the parties to this Agreement agree as follows:

**Business Address of the Performer**

- 1. The Performer will be represented by a group leader (the "Group Leader"). Any payments by check or money order should be made out to the Group Leader. The Performer's business

address is as follows:

Group Leader: Jesse Dermody  
Address: 9070 Peary Rd, Kelsey, MN 55724  
Telephone: (218) 255-5182  
Email: dermody2@gmail.com

**Business Address of the Client**

- 2. The Client's business address is as follows:  
Address: Grand Rapids, MN  
Telephone: \_\_\_\_\_

**Venue**

- 3. The place of performance (the "Venue") is located at:  
Name: Tall Timber Days  
Address: Grand Rapids, MN 55744  
Telephone: (303) 618-5561

**Performance**

- 4. The entertainment to be provided by the Performer is generally described as Live Music (the "Performance").

**Date and Time of Performance**

- 5. The Performance will consist of one show on the date and between the times indicated in the table below and the Venue will be available for set-up and sound check at the date and time also indicated in the table:

Set-up Time and Date	Date of Show	Start Time	End Time
12:30pm August 5, 2023	August 5, 2023	2:00 pm	5:00 pm

**Payment**

6. In full consideration for all services rendered by the Performer at the Performance, the Client agrees to pay the Performer a fixed fee of \$1,000.00 USD (the "Fee").

**Performer Expenses**

7. The Performer agrees that the Fee is inclusive of all expenses, accommodations, holiday entitlements, traveling expenses to and from the Venue and covers any costs whatsoever incurred by any of the members individually or collectively as a group, except as expressly provided in this Agreement.

**Payment of Balance**

8. Promptly after the last show on the final date of the Performance, the Client will pay to the Performer any outstanding balance of the Fee in cash, money order, certified check, or online payment.

**Cancellation**

9. The Performer reserves the right to cancel this Agreement without obligation upon written notice to the Client prior to June 1, 2023.
10. The Client reserves the right to cancel this Agreement without obligation upon written notice to the Performer prior to June 1, 2023. Cancellation by the Client later than June 1, 2023 will require payment of the full Fee.

**Non-performance by the Client**

11. Those obligations of the Client required to be met prior to the Performance are conditions precedent which must be satisfied in full by the Client before the Performer is required to perform unless otherwise agreed to by all parties in writing. If the Client cancels or postpones the Performance, or any show comprising the Performance, without proper notice or fails to make any payment or fails to perform any other condition precedent as required by this Agreement then the Client will be in breach of this Agreement and the Performer will have no further obligations under this Agreement.



**Security Deposit**

12. The Performer will not be required to post a security deposit against any or all possible damage related to or arising from the Performance.

**Force Majeure**

13. Neither the Performer nor the Client will be held liable for any failure to perform its obligations under this Agreement where such breach is due to any of the following: acts or regulations of public authorities, labor difficulties or strike, inclement weather, epidemic, interruption or delay of transportation service, acts of God, or any other legitimate cause beyond the reasonable control of the Performer and the Client.

**Sickness and Accidents**

14. The Performer agrees to meet its obligations under this Agreement subject to legitimate incapacity by sickness or accident.

**No Recording of the Performance**

15. Recording or transmitting of the Performance by anyone through any means whatsoever will not be allowed under this Agreement. It is the responsibility of the Client to enforce this provision.

**Merchandising**

16. The Performer may offer CDs, tapes and other such items for sale at the Performance. The Client will provide a suitable area with reasonable visibility and accessibility to facilitate merchandising.

**Exclusivity**

17. The Performer will perform exclusively for the Client throughout the actual period of services of this Agreement unless otherwise provided by the Client in writing. The Performer at the time of signing this Agreement will not be under any contract to a third party that might preclude the Performer from fulfilling the requirements of this Agreement.

**Indemnification**

18. The Performer is responsible only for its own conduct. The Performer will be compensated by the Client for any and all damage done to the Performer's equipment by the Client, its agents or guests. The Client indemnifies and holds the Performer harmless for any and all property damage or personal injury that results from or is related to the Performance that is not directly

caused by the Performer.

**Permits**

19. The Client warrants and represents that it has obtained any and all permits, approvals, licenses and variances necessary for the Performance.

**Security**

20. The Client will take reasonable precautions for the safety of the Performer and the Performer's equipment during all aspects of the Performance and at all times while the Performer and the Performer's equipment is on the Venue premises. The Client is also responsible for ensuring that only the Performer and its designated technicians and representatives are allowed on stage or in the backstage area.

**Picket Lines**

21. The Performer will not be required to cross a picket line established by a labor organization at the Venue nor will the Performer be disciplined, or this Agreement be considered or deemed breached by the Performer, by reason of the Performer's refusal to cross such picket line.

**Governing Law**

22. This Agreement will be governed by, and construed in accordance with, the laws of the State of Minnesota. The Client and the Performer each submit to the jurisdiction of the courts of the State of Minnesota for the enforcement of this Agreement or any arbitration award or decision arising from this Agreement.

**Covenant of Good Faith and Fair Dealing**

23. The Client and the Performer agree to perform their obligations under this Agreement, in all respects, in good faith.

**Miscellaneous Terms**

24. Time is of the essence in this Agreement.
25. This Agreement may be executed in counterpart. Facsimile signatures are binding and are considered to be original signatures.

26. No part of the Performance may consist of acts in violation of any local laws, codes, statutes, ordinances, regulations, rules or any other requirements including building and fire regulations. If the Performer violates this section, the Client may immediately cancel the Performance and this Agreement.
27. The Performer's representative warrants that by signing this Agreement it has the authority to bind the Performer to the terms and conditions of this Agreement.
28. Headings are inserted for the convenience of the parties only and are not to be considered when interpreting this Agreement. Words in the singular mean and include the plural and vice versa. Words in the masculine gender include the feminine gender and vice versa. Words in the neuter gender include the masculine gender and the feminine gender and vice versa.
29. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, it is the parties' intent that such provision be reduced in scope by the court only to the extent deemed necessary by that court to render the provision reasonable and enforceable and the remainder of the provisions of this Agreement will in no way be affected, impaired or invalidated as a result.
30. This Agreement contains the entire agreement between the parties and cannot be changed except by written instrument subsequently executed by the parties to this Agreement. All negotiations and understandings have been included in this Agreement. Statements or representations which may have been made to the Client by the Performer, or to the Performer by the Client, in the negotiation stages of this Agreement may in some way be inconsistent with this final written contract. All such statements are declared to be of no value in this Agreement. Only the written terms of this Agreement will bind the parties.
31. This Agreement and the terms and conditions contained in this Agreement apply to and are binding upon the Performer's successors, assigns, executors, administrators, beneficiaries, and representatives, and the Client's successors and assigns.
32. The Performer specifically warrants and represents that all copyrighted material to be performed has been licensed or authorized by the copyright owners or their representatives. The Performer indemnifies the Client for any copyright infringement and any expenses that may result from such copyright infringement during or as the result of the Performance.

- 33. The Client will be responsible for providing suitable power and electricity for the Performance.
- 34. It is the intent of the parties to this Agreement that the Performer is an independent contractor and will control the manner and means of the Performance. The Client will control the scheduling of the Performance. The Performer is not an employee of the Client. The exclusive nature of this Agreement is limited to the duration of the Performance and it is expected that the Performer will enter other similar agreements with other clients.
- 35. Any notices or delivery required here will be deemed completed when hand-delivered, delivered by agent, or seven days after being placed in the mail, postage prepaid, to the parties at the respective addresses contained in this Agreement or as the parties may later designate in writing.

**IN WITNESS WHEREOF** the Client and Performer have duly affixed their signatures under hand and seal on this 20<sup>th</sup> day of May, 2023.

The City of Grand Rapids

per: \_\_\_\_\_ (seal)

Jesse Dermody  
 Group Leader: Jesse Dermody





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 12, 2023

**AGENDA ITEM:** Consider accepting the resignation of Richard Pederson from the Police Community Advisory Board and authorize filling the vacancy.

**PREPARED BY:** Chief Andy Morgan

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### BACKGROUND:

In 2016 the City of Grand Rapids established the Police Community Advisory Board (PCAB) with the purpose of establishing and enhancing communication between Grand Rapids residents, the Police Department and City Council. The goal of the collaboration is to identify and focus on public safety issues and then partner with community leaders, community organizations and stakeholders in developing solutions to multi-faceted community concerns.

On July 5, 2023 Board Member Richard Pederson contacted the Police Chief and PCAB Chair and requested to resign from the board for personal reasons. Richy's personal insight and passion to better our community will be missed.

PCAB is designed to have nine (9) members. We would also ask that the Council authorize the filling of this vacancy.

### REQUESTED COUNCIL ACTION:

Consider accepting the resignation of Richard Pederson from the Police Community Advisory Board and authorize filling the vacancy.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 10 2023

**AGENDA ITEM:** Consider approving temporary liquor licenses for American Legion Post 476 for the Itasca County Fair

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

The American Legion, Post 476 of Bovey, MN has submitted applications to serve alcohol at the Itasca County Fair beer garden. The fair is a five day event and the temporary liquor permit is allowable for 1-4 days only. The American Legion has submitted two applications to cover all five days. Required fee and proof of insurance have been received.

Minnesota Statute recently repealed the 30 day requirement between events with permits.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve temporary liquor licenses for American Legion Post 476 for the Itasca County Fair beer garden.



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

Item 9.

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

Name of organization American Legion Hurlbut-Zeimer Post 476 Lawrence Lake		Date of organization 04 July 1958	Tax exempt number 87-1644315
Organization Address (No PO Boxes) 25336 County Road 59	City Bovey	State Minnesota	Zip Code 55709
Name of person making application Peter Dubey	Business phone 920-574-8771	Home phone	
Date(s) of event August 20, 2023	Type of organization <input type="checkbox"/> Microdistillery <input type="checkbox"/> Small Brewer <input type="checkbox"/> Club <input checked="" type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name Peter Dubey	City Bovey	State Minnesota	Zip Code 55709
Organization officer's name Ed Shaughnessy	City Bovey	State Minnesota	Zip Code 55709
Organization officer's name	City	State Minnesota	Zip Code

Location where permit will be used. If an outdoor area, describe.  
 Itasca County Fairgrounds, ONLY in designated beer garden area

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  
 C&L Distributing 1020 Industrial Drive S., PO Box 457, Sauk Rapids, MN 56739

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
 ACORD Insurancem \$1,000,000

**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 Gibeau  
 Please Print Name of City Clerk or County Official

7-10-2023  
 Date Approved

August 20, 2023  
 Permit Date

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

*Kimberly Gibeau*  
 Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event**  
**No Temp Applications faxed or mailed. Only emailed.**  
**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**  
**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**



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

Item 9.

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

Name of organization	Date of organization	Tax exempt number
American Legion Hurlbut-Zeimer Post 476 Lawrence Lake	04 July 1958	87-1644315

Organization Address (No PO Boxes)	City	State	Zip Code
25336 County Road 59	Bovey	Minnesota	55709

Name of person making application	Business phone	Home phone
Peter Dubey	920-574-8771	

Date(s) of event	Type of organization	<input type="checkbox"/> Microdistillery	<input type="checkbox"/> Small Brewer
August 16-19, 2023	<input type="checkbox"/> Club	<input checked="" type="checkbox"/> Charitable	<input type="checkbox"/> Religious
	<input type="checkbox"/> Other non-profit		

Organization officer's name	City	State	Zip Code
Peter Dubey	Bovey	Minnesota	55709

Organization officer's name	City	State	Zip Code
Ed Shaughnessy	Bovey	Minnesota	55709

Organization officer's name	City	State	Zip Code
		Minnesota	

Location where permit will be used. If an outdoor area, describe.  
 Itasca County Fairgrounds, ONLY in designated beer garden area

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.  
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If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
 ACORD Insurancem \$1,000,000

**APPROVAL**

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

Grand Rapids  
 City or County approving the license

7-10-2023  
 Date Approved

\$20.00  
 Fee Amount

August 16-19, 2023  
 Permit Date

Event in conjunction with a community festival  Yes  No  
 11,268  
 Current population of city

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

Kimberly Gibeau  
 Please Print Name of City Clerk or County Official

*Kimberly Gibeau*  
 Signature City Clerk or County Official

**CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event**  
**No Temp Applications faxed or mailed. Only emailed.**  
**ONE SUBMISSION PER EMAIL, APPLICATION ONLY.**  
**PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY**  
**PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY**  
**CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US**





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 7-10-23

**AGENDA ITEM:** Consider approving the Mayors Art Award policy

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

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### **BACKGROUND:**

The Arts & Culture Commission awards an annual Mayors Arts Award. They have amended the policy in an effort to streamline the process and make the award more public. The policy is attached.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve the Mayors Arts Award.

## The Mayor's Arts Award

The *Mayor's Arts Award* will be granted annually to a Grand Rapids area business, or organization, that supports and promotes local arts organizations, programs or individual artists through funding and/or advocacy in the Grand Rapids area.

### Eligibility Guidelines:

- On an annual basis each commissioner will bring forward at least one business or organization to be considered for the Mayor's Art Award.
- Businesses or organizations must be located in, the City of Grand Rapids or adjacent townships.
- The Grand Rapids Arts and Culture Commission will identify a winning nomination, and award the selected business or organization at a community event.
- Winners will be personally notified prior to the award ceremony.
- Questions concerning this award may be directed to the City Administrator.

### Timeline and Selection:

- Commission members shall submit a business or organization for consideration prior to the regular meeting in March of each year.
- The Grand Rapids Arts and Culture Commission will narrow the submitted businesses and organizations down to four candidates. The candidates shall be identified on a Facebook post asking the public to vote for the favorite business or organization they believe best supports and promotes the arts. The commission will take the public's voting into consideration when selecting the successful business or organization for the Mayor's Art Award.
- The award will be presented at a community event selected by the Arts and Culture Commission.
- The award will consist of a plaque or honor, and a donation to the Grand Rapids Area Foundation for the promotion of arts and culture in the Grand Rapids Community.

Adopted by the City Council of the City of Grand Rapids, Minnesota, this \_\_\_ day of \_\_\_\_\_, 2023.

Attest:

Item 10.

\_\_\_\_\_  
Kim Gibeau, City Clerk



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

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

**DRAFT**

**Contract Change Order #007: CE #020 - PR 15 Electrical feeders in the wood trusses to demo**

<b>CONTRACT COMPANY:</b>	Hart Electric 1959 Highway 37 Hibbing, Minnesota 55746	<b>CONTRACT FOR:</b>	SC-S19041C-008:WS 08 Electrical - Hart Electric
<b>DATE CREATED:</b>	7/07/2023	<b>CREATED BY:</b>	Sean Lewis (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Draft	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>	Sean Lewis (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	07/11/2023	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>	PR 15 electrical feeders in trusses to demo	<b>CHANGE REASON:</b>	Existing Condition
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$9,055.60

**DESCRIPTION:**  
CE #020 - PR 15 Electrical feeders in the wood trusses to demo  
See the attached PR. Provide a Quote with a detailed cost breakdown.

**ATTACHMENTS:**  
[Estimate 1506.pdf](#) [17073.30 - RFP 15 Panel L1 Feeder.pdf](#)

**CHANGE ORDER LINE ITEMS:**  
**CCO #007**

#	Cost Code	Description	Type	Amount
1	5--5.08 - Work Scope 08	PR 15 Electrical feeders in the wood trusses to demo	Other	\$ 9,055.60
<b>Subtotal:</b>				\$9,055.60
<b>Grand Total:</b>				<b>\$9,055.60</b>

The original (Contract Sum)	\$ 917,315.00
Net change by previously authorized Change Orders	(\$8,761.50)
The contract sum prior to this Change Order was	\$ 908,553.50
The contract sum would be changed by this Change Order in the amount of	\$ 9,055.60
The new contract sum including this Change Order will be	\$ 917,609.10
The contract time will not be changed by this Change Order by 0 days	

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

**Hart Electric**  
1959 Highway 37  
Hibbing Minnesota 55746

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

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

SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE	SIGNATURE	DATE
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# Hart Electric

10963 Meadowlark Lane  
Hibbing, MN 55746

Item 11.

# Estimate

Date	Estimate #
6/9/2023	1506

Name / Address
City of Grand Rapids 420 North Pokegama Avenue Grand Rapids MN 55744

			Project
Description	Qty	Cost	Total
Project: IRA Civic Center			
RE: PR-15			
Remove panel L1 feeder to its source	8	105.00	840.00
1.5 conduit	150	4.10	615.00
labor 1.5 conduit	13	105.00	1,365.00
1.5 aluminum LB	3	39.00	117.00
labor 1.5 LBs	3.3	105.00	346.50
1.5 emt fittings	23	4.10	94.30
labor 1.5 fittings	2.3	105.00	241.50
1.5 bushings	2	0.55	1.10
labor 1.5 bushings	0.1	105.00	10.50
1.5 hangers	16	2.65	42.40
labor 1.5 hangers	8	105.00	840.00
3 thhn copper	640	1.41	902.40
labor 3thhn	11.5	105.00	1,207.50
8thhn	160	0.54	86.40
labor 8 thhn	1.5	105.00	157.50
BAB3100H breaker		398.00	398.00
labor install and terminate BAB breaker	1	105.00	105.00
Labor terminate Panel L1	1	105.00	105.00
Core drill 3 holes	4.5	105.00	472.50
lift rental		285.00	285.00
10% mark up		823.00	823.00
Estimator: Jeff Hart 218 966-6402		<b>Total</b>	\$9,055.60

E-mail
hartelect@hotmail.com



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 10, 2023

**AGENDA ITEM:** Consider approving change orders related to IRA Civic Center project.

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

Change Order 12 for Work Scope 3 (General Construction) approves a net increase to TNT's contract of \$2,426.00. The extra work here involves additional metal stud framing to allow the (slight) relocation of the door between the upper lobby and the walkway above the west side seating. The relocation is necessary to avoid conflict with existing structural members.

Change Order 7 for Work Scope 8 (Electrical) approves a net increase to Hart Electric's contract of \$9,055.60. The majority of this work provides for an additional 100-amp electrical circuit to better accommodate electrical loads.

The total net change to the project cost for these 2 change orders is an increase of \$11,481.60. Sufficient funds remain in the project contingency to cover these costs.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve change orders as presented.



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

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

**DRAFT**

**Contract Change Order #012: CE #046 - PR 31 Door 217 relocation and folding partition wall pocket clarification**

<b>CONTRACT COMPANY:</b>	TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	<b>CONTRACT FOR:</b>	SC-S19041C-003:Work Scope 03 - General Construction - TNT
<b>DATE CREATED:</b>	7/07/2023	<b>CREATED BY:</b>	Sean Lewis (ICS - Park Rapids, MN)
<b>CONTRACT STATUS:</b>	Draft	<b>REVISION:</b>	0
<b>REQUEST RECEIVED FROM:</b>		<b>LOCATION</b>	
<b>DESIGNATED REVIEWER:</b>	Sean Lewis (ICS - Park Rapids, MN)	<b>REVIEWED BY:</b>	
<b>DUE DATE:</b>	07/11/2023	<b>REVIEW DATE:</b>	
<b>INVOICED DATE:</b>		<b>PAID DATE:</b>	
<b>REFERENCE:</b>	PR 31 Door 217 relocation	<b>CHANGE REASON:</b>	Existing Condition
<b>PAID IN FULL:</b>	No	<b>EXECUTED:</b>	No
<b>ACCOUNTING METHOD:</b>	Amount Based	<b>SCHEDULE IMPACT:</b>	0 days
<b>FIELD CHANGE:</b>	No	<b>TOTAL AMOUNT:</b>	\$2,426.00

**DESCRIPTION:**  
 CE #046 - PR 31 Door 217 relocation and folding partition wall pocket clarification  
 See the attached PR. Provide a Quote with a detailed cost breakdown for the door 217 relocation. The rework of the folding partition wall pocket expense is a TNT/Davis Drywall responsibility to be clear.

**ATTACHMENTS:**  
[RFP #31 with backup.pdf](#) [TNT RFP 31.pdf](#) [17073.30 - RFP 31 Door 217 Relocation and Folding Partition Pocket Adjustment.pdf](#)

**CHANGE ORDER LINE ITEMS:**  
**CCO #012**

#	Cost Code	Description	Type	Amount
1	5--5.03 - Work Scope 03	PR 31 Door 217 relocation	Other	\$ 2,426.00
<b>Subtotal:</b>				<b>\$2,426.00</b>
<b>Grand Total:</b>				<b>\$2,426.00</b>

The original (Contract Sum)	\$ 2,370,100.00
Net change by previously authorized Change Orders	\$ 158,742.34
The contract sum prior to this Change Order was	\$ 2,528,842.34
The contract sum would be changed by this Change Order in the amount of	\$ 2,426.00
The new contract sum including this Change Order will be	\$ 2,531,268.34
The contract time will not be changed by this Change Order by 0 days	



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

**TNT Construction Group, LLC**  
40 County Road 63  
Grand Rapids Minnesota 55744

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

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

\_\_\_\_\_  
SIGNATURE                      DATE

\_\_\_\_\_  
SIGNATURE                      DATE

\_\_\_\_\_  
SIGNATURE                      DATE

\_\_\_\_\_  
SIGNATURE                      DATE





*TNT Construction Group*

40 County Road 63, Grand Rapids, Minnesota 55744 Phone: 218-326-1881 Fax: 218-326-9296


Proposal/Change order

- Today's Date 6-28-23
- Proposal submitted to: ICS
- Project name: IRA Civic Center Bid Pack 2
- Project Location: Grand Rapids MN
- Description of work: RFP 31
- Date of drawings: N/A
- Addendums

Proposal Includes,

Davis Drywall	2205.00
TNT O&P	221.00

We propose hereby to furnish equipment, material, and labor for the sum of:  
Four Thousand Five Hundred Thirteen Dollars 00/100 (Bid Total:\$ 2,426.00 )

Signed and prepared by:   
 Project Manager/Estimator, Clay Witkofsky  
[clay@tnt-cg.com](mailto:clay@tnt-cg.com)

218-398-2141 Mobile. 218-326-1881 Office. 218-326-9296 Fax.  
 Hammerlund Inc. UNION CONTRACTOR  
 40 County Road 63, Grand Rapids, MN 55744  
 Web site: <http://hammerlundconstruction.com>

Note: Proposal may be withdrawn if not accepted within \_\_\_\_\_ days.

Acceptance of proposal: Signed \_\_\_\_\_ Date: \_\_\_\_\_

# Proposal

## S&Y Bemidji, Inc.(dba Davis Drywall, Inc.)

1100 Industrial Park Drive SE  
 Bemidji, Minnesota 56601  
 Telephone 218-444-2532 / Fax 218-444-2583

Submitted to: <b>TNT Construction Group, LLC</b>		Phone / Fax:	Date: <b>29-Jun-23</b>
Address:		Job Name: <b>IRA Civic Center</b>	
City, State, Zip:		Job Location: <b>Grand Rapids, MN</b>	
Architect:	Date of Plans:	Attn: <b>Clay</b>	Job Phone:

We hereby submit specifications and estimates for:

**Labor and material for RFP#31**

**\*See attached for break down**

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Two thousand two hundred five-----\$2,205.00

Payment to be made as follows:

**Monthly Progress Payments**

All Material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alterations or deviations from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.	Authorized Signature: <b>Robert Hanse</b>
	Note: This proposal may be withdrawn by us if not accepted within <b>30</b> days.
	Date of Acceptance:
<b>Acceptance of Proposal:</b> The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.	Signature:

**S&Y Bemidji, Inc. (dba Davis Drywall, Inc.)**

1100 Industrial Park Dr SE, Bemidji, MN 56601  
 Phone: 218-444-2532 Fax: 218-444-2583

**Section Markup**

**IRA Civic Center in Grand Rapids**

**RFP #31**

Bid No. 33

Selected Sections: 08100 HOLLOW METAL FRAMES, 09100 INTERIOR FRAMING, 09250 DRYWALL, 09255 TAPING, 09999 MISC OTHER

Selected Typical Areas:  
 Selected Areas: (unassigned)

Estimator:  
 Job Class:  
 Wage Type: Union

Job Status:  
 Bid Date/Time: 8/10/2022 2:00:00 PM  
 Plans Date: 7/22/2022

(unassigned)

Material	Mat. Cost Code	Quantity	Unit Cost	Total Cost
QUICKBOLT, 1/4" x 3"	20LIGHTGA	0.29 BOXES	15.00	4.32
5/8" Firecode Drywall, 4' x 9'	DRYWALL	24.41 SF	0.49	11.96
Drywall Screw (Interior), 1-1/4"	DRYWALL	0.00 BOXES	110.00	0.45
ClarkDietrich 3-5/8" ProTRAK 1-1/4" Leg - 19mil (20ga), 10'	LT GA	17.05 LF	2.00	34.10
ClarkDietrich 3-5/8" ProSTUD - 19mil (20ga), 12'	LT GA	38.36 LF	2.24	85.93
Framing Screw (Interior), #7, 7/16"	LT GA	0.00 BOXES	150.00	0.65
Shot & Pin (Interior), X-GN 20 MX	LT GA	8.91 EA	0.04	0.35
JOINT TAPE (250'),	TAPING	0.05 ROLLS	4.00	0.20
GOLD BOND PROFORM LITE-BLUE (4.5 GAL. BOX),	TAPING	0.24 BOXES	15.00	3.65
CORNER BEAD, 8'	TAPING	17.05 LF	0.38	6.39
<b>Net Material Total:</b>				<b>148.00</b>

Lab. Cost Code	Wage Type	Quantity	Crew Hours	Man Hours	Prod/Hour	Unit Cost	Total Cost
LIGHT GAUGE FRAMING (20LIGHTGA)	Union	46.50 SF	3.72	3.72	12.50	6.80	316.20
LIGHT GAUGE FRAMING (20LIGHTGA)	Union	291.42 SF	3.00	3.00	97.14	0.88	255.00
SET FRAMES (24SETFRAME)	Union	1.00 EA	1.00	1.00	1.00	85.00	85.00
MISCELLANEOUS (99MISC)	Union - MPLS	10.00 LF	4.00	4.00	2.50	34.00	340.00
MISCELLANEOUS (99MISC)	Union - MPLS	22.00 LF	3.00	3.00	7.33	11.59	255.00

# Section Markup

## IRA Civic Center in Grand Rapids

**RFP #31**

Bid No. 33

(unassigned)

Lab. Cost Code	Wage Type	Quantity	Crew Hours	Man Hours	Prod/Hour	Unit Cost	Total Cost
FINISH BEADS (FINISH BEADS)	Union	32.50 LF	0.65	0.65	50.00	1.70	55.25
FINISH CLSG/SOFFITS (FINISH CLGS/SOFFITS)	Union	23.25 SF	0.93	0.93	25.00	3.40	79.05
HANG CLGS/SOFFITS (HANG CLGS/SOFFITS)	Union	23.25 SF	0.74	0.74	31.25	2.72	63.24
LAYOUT (LAYOUT)	Union	7.75 LF	0.18	0.18	43.75	1.94	15.06
<b>Net Labor Total:</b>							<b>1,463.80</b>
<b>(unassigned) Net Total:</b>							<b>1,611.80</b>
<b>Material</b>				<b>Equipment</b>		<b>Other</b>	<b>Total</b>
<b>Net Totals</b>				<b>0.00</b>		<b>0.00</b>	<b>1,611.80</b>
Stock				--		--	0.00
Cleanup				--		--	146.38
Supervision				--		--	0.00
<b>Sub Totals</b>				<b>0.00</b>		<b>0.00</b>	<b>1,758.18</b>
Escalation				0.00	0.00%	0.00	0.00
Tax/Burden				0.00	0.00%	0.00	11.84
PerDiem				--		--	236.79
<b>Sub Total</b>				<b>0.00</b>		<b>0.00</b>	<b>2,006.81</b>
Overhead				0.00	0.00%	0.00	200.68
Profit				0.00	0.00%	0.00	0.00
<b>Area Totals</b>				<b>0.00</b>		<b>0.00</b>	<b>2,207.49</b>
<b>(unassigned) Grand Total:</b>							<b>2,207.49</b>
<b>Grand Total:</b>							<b>2,207.49</b>



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 7-10-23

**AGENDA ITEM:** Consider approving three agreements related to the 2023 Art Project

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

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### **BACKGROUND:**

The Arts & Culture Commission has a five-year art implementation plan that they are following. This year's focus is a neighborhood sculpture in the NW quadrant of the City. Specifically, in Legion Park near the Ryan Flood basketball court. The selected artist shall create a sculpture that represents that neighborhood.

The selection process includes contracting three artists to develop a proposed concept. The Arts & Culture Commission will then select a final artist to create the sculpture. The three artists contracts are attached for reference.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve the attached agreements with artists.



## ARTWORK DESIGN AGREEMENT

This Agreement is between the City of Grand Rapids (“City”) and Ann Klefstad, 5913 London Road, Duluth, MN 55804 (“Artists”) chosen to participate in the Phase 2 of a sculpture artist selection process in Grand Rapids, Minnesota.

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

WHEREAS, City has selected a group of three artists (“Artists”) to participate in Phase 2 of the project;

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

1. Scope of Work.

Artists agree to meet the following criteria with regard to the design concepts:

Phase 2: Design concepts must meet the following criteria:

- Design concepts are engaging, interactive in some way, and evoke curiosity of passers-by either through color, movement, material, whimsicality, or other considerations.
- Artworks should take into consideration all seasons in MN, and should be safe and low maintenance.
- Artworks convey artistic excellence and innovation.

Additional considerations:

- Art should be welcoming, accessible and appropriate to the site.
- Artists should address how they would work with the Arts and Culture Commission to engage the community in some way.

2. Schedule. The Artists shall prepare the preliminary design concepts, including graphic depictions of the proposed artwork, a brief narrative description, and presentations to the Commission, by September 12, 2023.

3. Compensation. The Artists shall each be paid a stipend of \$750 to prepare the design concepts, with payment to be made as follows: one-half upon execution of the agreement and one-half upon final submittal of Phase 2 requirements.

4. Insurance. City waives any insurance requirements for Artists.

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

**City of Grand Rapids:**

**ARTISTS:**

By: \_\_\_\_\_

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

## ARTWORK DESIGN AGREEMENT

This Agreement is between the City of Grand Rapids (“City”) and Greg Mueller, PO Box 196, Lutsen Mountain, MN 55612 (“Artists”) chosen to participate in the Phase 2 of a sculpture artist selection process in Grand Rapids, Minnesota.

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

WHEREAS, City has selected a group of three artists (“Artists”) to participate in Phase 2 of the project;

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

1. Scope of Work.

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4. Insurance. City waives any insurance requirements for Artists.

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



**City of Grand Rapids:**

**ARTISTS:**

By: \_\_\_\_\_

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

## ARTWORK DESIGN AGREEMENT

This Agreement is between the City of Grand Rapids (“City”) and Tom Page, 34603 Rebel Beach Road, Cohasset, MN 55721 (“Artists”) chosen to participate in the Phase 2 of a sculpture artist selection process in Grand Rapids, Minnesota.

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

WHEREAS, City has selected a group of three artists (“Artists”) to participate in Phase 2 of the project;

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

1. Scope of Work.

Artists agree to meet the following criteria with regard to the design concepts:

Phase 2: Design concepts must meet the following criteria:

- Design concepts are engaging, interactive in some way, and evoke curiosity of passers-by either through color, movement, material, whimsicality, or other considerations.
- Artworks should take into consideration all seasons in MN, and should be safe and low maintenance.
- Artworks convey artistic excellence and innovation.

Additional considerations:

- Art should be welcoming, accessible and appropriate to the site.
- Artists should address how they would work with the Arts and Culture Commission to engage the community in some way.

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4. Insurance. City waives any insurance requirements for Artists.

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

**City of Grand Rapids:**

**ARTISTS:**

By: \_\_\_\_\_

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

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

Printed Name: \_\_\_\_\_

### **38-1 Public Nuisances**

- (a) *Generally.* A public nuisance is a thing, act, occupation, condition or use of property that shall continue for such length of time as to:
- (1) Substantially annoy, injure or endanger the comfort, health, repose or safety of the public.
  - (2) In any way, render the public insecure in life or in the use of property.
  - (3) Unlawfully and substantially interfere with, obstruct or tend to obstruct or render dangerous for passage any street, alley, highway, navigable body of water or other public way.
- (b) *Public health nuisances.* The following acts, omissions, places, conditions and things are specifically declared to be public health nuisances, but shall not be construed to exclude other health nuisances coming within the definition of this section:
- (1) All decayed, harmfully adulterated or unwholesome food or drink sold or offered for sale to the public.
  - (2) Carcasses or animals, birds or fowl not buried or otherwise disposed of in a sanitary manner within 24 hours after death.
  - (3) Accumulations of decayed animal or vegetable matter, trash, rubbish, rotting lumber, bedding, packing material, scrap metal, inoperable or unused vehicles, or any material in which flies, mosquitoes, disease-carrying insects, rats or other vermin may breed.
  - (4) All stagnant water in which mosquitoes, flies or other insects can multiply.
  - (5) The escape of smoke, soot, cinders, noxious acids, fumes, gases, fly ash or industrial dust within the city limits in such quantities as to endanger the health of persons of ordinary sensibilities or to threaten or cause substantial injury to property.
  - (6) The pollution of any public well or cistern, stream, lake, canal or body of water by sewage or industrial wastes or other substances.
  - (7) A collection place for sewage and sewage drainage or the seepage from septic tanks, broken or malfunctioning plumbing or sewer pipes or any other collection or seepage of dangerous, hazardous or poisonous liquids.
  - (8) A collection place for tree limbs, dried brush, dead vegetation, stumps or other decayed wood or materials or other similar rubbish except as approved by the city.
  - (9) Any use of property, substances or things within the city emitting or causing any foul, offensive, noisome, nauseous, noxious, or disagreeable odors, effluvia or stenches extremely repulsive to the physical senses of ordinary persons that annoy, discomfort, injure or inconvenience the health of any appreciable number of persons within the city.
  - (10) All abandoned wells not securely covered or secured from public use.
- (c) *Peace and safety nuisances.* The following acts, omissions, places, conditions and things are declared to be public nuisances affecting peace and safety, but such enumeration shall not be construed to exclude other nuisances affecting public peace or safety coming within the provisions of this section:
- (1) All buildings erected, repaired or altered within the limits of the city in violation of the provisions of the ordinances of the city relating to materials and manner of construction

of buildings and structures.

- (2) All trees, hedges, billboards, signs or other obstructions which prevent persons driving vehicles on public streets, alleys or highways from obtaining a clear view of traffic when approaching an intersection or pedestrian crosswalk, including private signs placed on public property that obstruct the view of motorists, pedestrians or bicycles at roadway intersections.
  - (3) All limbs of trees that project over a public sidewalk, trail or bicycle path, less than eight feet above the surface thereof or less than ten feet above the surface of a public street.
  - (4) All use or display of fireworks except as provided by the laws of the state and ordinances of the city.
  - (5) All wires over streets, alleys or public grounds that are strung less than 15 feet above the surface of the street or ground.
  - (6) All loud and discordant noises or vibrations of any kind, including loud noises associated with construction prior to 6:30 a.m. or later than 10:00 p.m.
  - (7) The playing of any radio, musical instrument, loud speaker or other device in such a manner, with such a volume as to disturb the peace, quiet, comfort or repose of persons in any dwelling, apartment, hotel or other type of residence.
  - (8) All obstructions of streets, alleys, sidewalks or crosswalks and all excavations in or under the same, except as permitted by ordinance.
  - (9) All open and unguarded pits, wells, excavations or unused basements freely accessible from any public street, alley or sidewalk.
  - (10) Any unauthorized or unlawful use of property abutting on a public street, alley or sidewalk or of a public street, alley or sidewalk which causes large crowds of people to gather, obstructing traffic and free use of the streets or sidewalks.
  - (11) Unreasonable acceleration of any motor vehicle on any street, private road, public or private parking lot or driving way in the city. Unreasonable acceleration of a motor vehicle is defined as acceleration which spins a tire or tires resulting in the breaking of traction between a tire or tires and the street surface and accomplished in such a manner as to cause squealing or screeching sounds by the tires or the throwing of sand or gravel by the tires of the vehicle or both. Prima facie evidence of such unreasonable acceleration shall be squealing or screeching sounds emitted by the tires or the throwing of gravel or sand by the tires or both.
  - (12) Repeated or continuous violations of the ordinances of the city or the laws of the state.
- (d) *Exceptions.* The following types of sounds are permitted and not a violation of this chapter:
- (1) Temporary community events, limited in time, as designated by the city council.
  - (2) Organized motor vehicle races at the Itasca County Fairgrounds for which prior approval has been given by the city council who may place reasonable restrictions regarding days of the week and time of day.
- (e) *Blight nuisances.* It is determined that the uses, structures, activities and causes of blight or blighting factors described in this section, if allowed to exist, will tend to result in blighted and undesirable neighborhoods so as to be harmful to the public welfare, health and safety and are a public nuisance. No owner of property shall maintain or permit to be maintained any of these causes of blight or blighting factors upon any property in the city.

- (1) In any area zoned for residential and residential business purposes, the storage of any property of junk automobiles. For the purpose of this chapter, the term "junk automobiles" shall include any motor vehicle, part of a motor vehicle, or former motor vehicle, stored in the open for a period greater than 90 days, for which the license for use upon the highways of the state is more than 90 days expired, or is:
  - a. Unusable or inoperable because of lack of, or defects in, component parts;
  - b. Unusable or inoperable because of damage from collision, deterioration, or having been cannibalized;
  - c. Beyond repair and therefore not intended for future use as a motor vehicle; or
  - d. Being retained on the property for possible use of salvageable parts.
  
- (2) In any area zoned for residential purposes or in a commercial district the storage or accumulation of junk, trash, rubbish or refuse of any kind, except refuse stored in such a manner as not to create a nuisance. The term "junk" shall include parts of machinery or motor vehicles, unused stoves or other appliances stored in the open; remnants of wood; decayed, weathered or broken construction materials no longer suitable for safe construction as building materials; metal or any other material or cast off material of any kind whether or not the same could be put to any reasonable use.
  
- (3) In any area zoned for residential purposes, the existence of any vacant dwelling, garage, or other outbuildings, unless such buildings are kept securely locked, windows kept glazed or neatly boarded up and otherwise protected to prevent entrance to vandals.
  
- (4) In any area zoned for residential purposes, the keeping or storage of a stock car, demolition derby car, mud running vehicle or racing car, unless such vehicle is legal to operate on a public roadway, currently registered and insured; or it is completely enclosed in a building or screened from public view.
  
- (5) In any area the existence of any noxious or poisonous vegetation such as poison ivy, ragweed or other poisonous plants, or any weeds, grass, brush or plants which are a fire hazard or otherwise detrimental to the health or appearance of the neighborhood.
  
- (6) Except in undeveloped open space, tall grass or weeds over eight inches in height, including grass and weeds in the right-of-way. In undeveloped open space, that has no utilities or predesignated building site, tall grass and weeds must be cut back at a distance of at least 30 feet from the roadways unless otherwise approved by the city.
  
- (f) *Exceptions.* This section does not apply to:
  - (1) Land used for agricultural purposes including weeds in fields devoted to growing any small grain crops such as wheat, oats, barley, or rye.
  - (2) Portions of lots used for flower gardens, shrubbery or vegetable gardens.
  - (3) Naturally wooded areas, regulated wetlands or meadows.
  - (4) Areas designated by the city and actively maintained as prairie restoration.
  - (5) Areas designated by the city and actively maintained as rain gardens, fresh water vegetation buffers or holding basins.
  - (6) Ornamental grasses that are maintained.
  - (7) The city may, at its discretion, grandfather in existing uses and place reasonable limitations on those uses.



(g) *Unlawful acts.*

- (1) It shall be unlawful for the owner of any lot or undeveloped open space to which this chapter applies to allow or maintain upon any portion of such lot or parcel any growth of tall grass or weeds as defined herein, or to permit the deposit or accumulation upon any portion of such lot or parcel of land, of any brush, yard debris, dead vegetation, or cut grass or weeds so as to create a nuisance due to unsightliness, an unhealthy or unsafe condition, traffic hazard, or fire hazard.
- (2) No person shall mow, rake, blow or otherwise deposit grass clippings or leaves on a street, gutter, curb, catch basin, sidewalk or trail.
- (3) No person shall erect, contrive, cause, continue, maintain or permit to exist any public nuisance including blight within the city.
- (4) Any nuisance so defined by state statutes or by the common law of the state is also a nuisance under this article.

(h) *Enforcement, penalties and abatement.*

- (1) The owner of any property upon which any of the causes of public nuisance, including blight or blighting factors, are set forth in any section of this chapter shall be notified in writing by the city to remove or eliminate such causes of the nuisance, blight or blighting factors from such property within ten days after service of the notice upon the owner. Such notice may be served personally or by leaving such notice on the door of the dwelling on the land, or by United States Mail to the owner of record as is indicated on the Itasca County Tax Records or the last known address of the owner. Additional time may be granted by the city where bona fide, continual, significant efforts to remove or eliminate such causes of nuisance, including blight or blighting factors, are in progress. Failure to comply with such notice within the time allowed shall constitute a misdemeanor.
- (2) In case of failure to remove any nuisance, including blight or blighting factors, within the time prescribed, the city administrator or his/her designee may make arrangements for the blight to be removed or eliminated, and shall certify the cost thereof to the city finance director. The city finance director shall certify such cost to the county auditor as a special assessment against the property involved for collection in the same manner as other special assessments. As an additional or alternative remedy, the owners of any interest in such shall be jointly and severally liable for such costs and the costs shall be recoverable in any action brought against any of them in the name of the city.

(Ord. No. 18-08-05, Exh. A, 8-13-2018)

**State Law reference**— Public nuisances, Minn. Stat. §§ 609.74, 609.745.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 7-10-23

**AGENDA ITEM:** Consider Extending loud noise ordinance from 10 pm to Midnight on September 9, 2023

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

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### **BACKGROUND:**

City Ordinance 38-1 Public Nuisances, (c), (6), states: all loud and discordant noises or vibrations of any kind, including loud noises associated with construction prior to 6:30 am or later than 10:00 pm are a public nuisance.

With the City sponsored Grand Rapids Riverfest, there are businesses that would like to have outdoor music after the event until midnight. City staff would like the City Council to extend this ordinance to midnight on September 9, 2023. This is a one-time request.

### **REQUESTED COUNCIL ACTION:**

Make a motion to extend the noise nuisance ordinance to midnight on September 9, 2023.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 10, 2023

**AGENDA ITEM:** Consider approval of a resolution and letter in support of an application by the Itasca County HRA to the Minnesota Housing Finance Administration for the development of eight additional affordable, owner-occupied, single-family homes in Forest Lake Addition.

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

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### BACKGROUND:

The Itasca County HRA, in partnership with KOOTASCA Community Action and One Roof Community housing are requesting the support of the City of Grand Rapids for another application to Minnesota Housing Finance Administration (MHFA) for the development of an additional eight affordable, owner-occupied, single-family homes on the former site of the Forest Lake Elementary School.

GREDA has completed the subdivision of the property as Forest Lake Addition which is comprised of a total of twenty-two single family home lots. The City has contracted for the addition of sanitary sewer and water. This infrastructure, which was funded with allotted ARPA funds and an IRRR grant, is under construction.

Last July, the City Council granted support for an application for the same type and number of units structured as a community land trust. That application to MHFA was awarded in January of this year. This application is for an additional eight more affordable, owner occupied, single-family homes, which, if awarded, would bring the total to sixteen structured as a community land trust.

### REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution and letter in support of an application by the Itasca County HRA to the Minnesota Housing Finance Administration for the development of eight additional affordable, owner-occupied, single-family homes in Forest Lake Addition.



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

ADMINISTRATION DEPARTMENT

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

July 10, 2023

Minnesota Housing Finance Agency  
 400 Sibley St.  
 Suite 300  
 St. Paul, MN 55101-1998

RE: Itasca County HRA Community Land Trust Project

Dear Sir or Madam,

The Grand Rapids City Council, at its meeting held on July 10, 2023, considered the housing development proposal of the Itasca County HRA. The HRA proposes the construction of eight additional units of affordable owner-occupied single-family homes as a community land trust project within the city of Grand Rapids.

The proposed site for this project is same as the previously awarded eight community land trust units, that being the cleared site of the former Forest Lake Elementary School, owned by the Grand Rapids Economic Development Authority (GREDA). GREDA has recently completed the development of a new subdivision creating 22 single-family home sites on this site.

This endorsement is based upon the findings that the project will meet locally identified housing needs and that the proposed housing is in short supply in the local housing market. This need is evidenced by the November 2019 City of Grand Rapids Housing Study, prepared by Community Partners Research as well as the update to that Study, completed in 2022.

The City proposes to consider local financial assistance for this project as part of its endorsement, through establishment of a tax increment financing housing district.

Additionally, the City has funded the construction of sanitary sewer and water infrastructure to each lot in the subdivision. That project is currently under construction and will be completed this summer/fall. The projected cost of this project is \$789,000 or \$33,000 per lot. To fund this project, the City is utilizing a portion of its American Recovery Plan allotment and other sources, such as; the Minnesota Department of Iron Range Resources Community Infrastructure grant program.

The Grand Rapids City Council endorsement is evidenced by their approval of Resolution 22- \_\_\_\_\_, a copy of which is included with this letter.

Additionally, the Grand Rapids City Council makes the following findings, as additional support for the Itasca County HRA Community Land Trust project:

- The City of Grand Rapids will fast track the zoning and building permit review and approval.
- The City of Grand Rapids has not implemented and will not be charging SAC/WAC to the development.

With the expansion of a local manufacturer, ASV/Yanmar, expected to add an additional 360 employees in our community over the next five years, our need for additional, affordable housing has never been so acute. Thank you for your consideration of this important project.

Sincerely,

Dale Christy  
Mayor

**CITY OF GRAND RAPIDS, MN**

**RESOLUTION NO. 23-**

**RESOLUTION SUPPORTING AN 8-UNIT OWNER OCCUPIED COMMUNITY LAND TRUST SINGLE FAMILY HOUSING DEVELOPMENT IN THE CITY**

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

Section 1. Recitals.

1.01. In partnership with One Roof Community Housing and KOOTASCA Community Action, Itasca County Housing and Redevelopment Authority (ICHRA) (the “Developer”) has proposed the development of eight affordable, owner occupied, single-family homes on sites owned by the Grand Rapids Economic Development Authority (GREDA), at the former Forest Lake Elementary.

1.02. The proposed development is in addition to the initially proposed development of eight affordable, owner occupied, community land trust single-family homes, awarded funds by the Minnesota Housing Finance Agency (the “MHFA”) in December of 2022.

1.03. The proposed development would provide housing opportunities for working families earning 80% of the area median income or less and the future affordability of the homes would be ensured by the development being structured as a Community Land Trust.

1.04. The Developer has presented a proposal for the Development to the Council, which includes a request that the City consider financial assistance in the form of tax increment financing.

1.05. The Developer further intends to submit an application to the Minnesota Housing Finance Agency (the “MHFA”) for an award from the Community Homeownership Impact Fund (Impact Funds) for the Development, the success of which is predicated on support of the Development by the City through the commitment of tax increment financing for the project.

1.06. The Council has reviewed the proposal for the Development, and hereby finds and determines that the Development fulfills a need for high-quality affordable housing in the City, which is currently in short supply, as described in the Housing Study of November 2019 prepared by Community Research Partners and the update to that report completed in 2022, both of which are on file with the City Clerk.

Section 2. Endorsement of Development; Authorization of Tax Increment Financing.

2.01. The City hereby endorses the Development in substantially the form proposed by the Developer and supports the Developer’s application to MHFA for Impact Funds for the Development and authorizes the Mayor and City Administrator to execute a letter to MHFA in support of the Development.



2.02. The City hereby authorizes staff to proceed with the process to consider establishment of a Tax Increment Financing District (Housing) for the Development, subject to the allocation of Impact Funds for the Development from MHFA. If the Developer has not secured an allocation of Impact Funds for the Development by February 28, 2023, this authorization shall expire and be of no further effect.

Adopted this 10<sup>th</sup> day of July 2023, by the City Council of the City of Grand Rapids, Minnesota.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 10, 2023

**AGENDA ITEM:** Consider appointing two members to the Police Community Advisory Board.

**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

The Police Community Advisory Board now has two vacancies following the resignation of Richy Peterson, effective July 10, 2023. Three applications of interest were received and interviews conducted by Councilor Tom Sutherland.

### **REQUESTED COUNCIL ACTION:**

Make a motion to appoint two members to the PCA Board, terms to expire December 31, 2024.



## APPLICATION FOR CITY BOARDS AND COMMISSIONS

Return to:  
 City Administration Office  
 420 N. Pokegama Avenue  
 Grand Rapids, MN 55744  
 218-326-7600

**Personal Information:**

Name: <b>Cassey Casteel</b>	Date: <b>5-22-2023</b>
Address: <span style="background-color: black; color: black;">[REDACTED]</span>	<span style="background-color: black; color: black;">[REDACTED]</span> 3
Employer: <b>Isd 317</b>	Evening Phone:
Occupation: <b>Paraprofessional</b>	E-Mail <span style="background-color: black; color: black;">[REDACTED]</span>

Please rank in order the Boards/Commissions on which you would like to serve (leave blank any on which you do not wish to serve):

- |   |   |                                     |
|---|---|-------------------------------------|
| <input type="checkbox"/> Arts & Culture Commission      | <input type="checkbox"/> Civic Center Advisory Board                | <input type="checkbox"/>            |
| <input type="checkbox"/> Economic Development Authority | <input type="checkbox"/> Planning Commission                        | <input type="checkbox"/>            |
| <input type="checkbox"/> Golf Course Board              | <input checked="" type="checkbox"/> Police Community Advisory Board | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> Human Rights Commission        | <input type="checkbox"/> Public Utilities Commission                | <input type="checkbox"/>            |
| <input type="checkbox"/> Library Board                  |   |                                     |

Do you have special qualifications that you feel would help you be particularly effective on a City Board or Commission? (i.e. work experience, volunteer experience, education, hobbies, etc?) working inter-connectedly with the Deer River population as well as living inside Grand Rapids.

How did you become interested in serving on a Board or Commission?

Andy Morgan informed me about the program.

Are you related to any City employee or elected official? YES  NO

If yes, to whom and how are you related? \_\_\_\_\_

Are you a Resident  or Non-Resident  ?

Do you own property or own a business within the Grand Rapids city limits?

YES  NO  If yes, please explain: My Home

**Data Authorization:**

If appointed, I, Cassey Casteel, authorize the City of Grand Rapids to release the following private data upon request made to the City (check all that apply).

Home Phone # \_\_\_\_\_

Work Phone# \_\_\_\_\_

Cell Phone # 2183984753

I also authorize the City of Grand Rapids to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members upon request for such data. The person(s) receiving such private data must use it only for lawful purposes.

This authorization shall be modified or cancelled only upon written notice to the City Clerk, City of Grand Rapids.

I agree to inform the City Clerk's office of any change indicated above.

I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

I, Cassey Casteel, as a member of a City of Grand Rapids Commission/Board do understand that as a Commission/Board member I will be utilizing my private email address for official City business. I further understand that pursuant to *Minnesota Statutes Chapter 13* (Data Practices), that upon request from City Administration that I must provide emails relative to City business to fulfill all Data Practices requests. Failure to do so could be deemed a Misdemeanor pursuant to Minnesota Law.

5-22-2023

Date

Cassey Casteel

Signature



## APPLICATION FOR CITY BOARDS AND COMMISSIONS

Return to:  
 City Administration Office  
 420 N. Pokegama Avenue  
 Grand Rapids, MN 55744  
 218-326-7600

**Personal Information:**

Name: Nicolette Roberts	Date: 5/19/2023
[REDACTED]	Day Phone: [REDACTED]
Employer: Self	Evening Phone:
Occupation: realtor	E-Mail: [REDACTED]

Please rank in order the Boards/Commissions on which you would like to serve (leave blank any on which you do not wish to serve):

- |   |                                 |                                     |
|---|---------------------------------|-------------------------------------|
| <input type="checkbox"/> Arts & Culture Commission      | Civic Center Advisory Board     | <input type="checkbox"/>            |
| <input type="checkbox"/> Economic Development Authority | Planning Commission             | <input type="checkbox"/>            |
| <input type="checkbox"/> Golf Course Board              | Police Community Advisory Board | <input checked="" type="checkbox"/> |
| <input type="checkbox"/> Human Rights Commission        | Public Utilities Commission     | <input type="checkbox"/>            |
| <input type="checkbox"/> Library Board                  |                                 |                                     |

Do you have special qualifications that you feel would help you be particularly effective on a City Board or Commission? (i.e. work experience, volunteer experience, education, hobbies, etc?)

How did you become interested in serving on a Board or Commission?

Are you related to any City employee or elected official? YES  NO

If yes, to whom and how are you related? \_\_\_\_\_

Are you a Resident  or Non-Resident  ?

Do you own property or own a business within the Grand Rapids city limits?  
YES  NO  If yes, please explain: Home and 2 self employed businesses.

**Data Authorization:**

If appointed, I, Nicolette Roberts, authorize the City of Grand Rapids to release the following private data upon request made to the City (check all that apply).

Home Phone # 218-259-5270

Work Phone# \_\_\_\_\_

Cell Phone # 218-259-5270

I also authorize the City of Grand Rapids to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members upon request for such data. The person(s) receiving such private data must use it only for lawful purposes.

This authorization shall be modified or cancelled only upon written notice to the City Clerk, City of Grand Rapids.

I agree to inform the City Clerk’s office of any change indicated above.

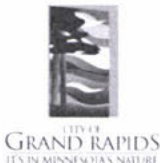
I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

I, Nicolette Roberts, as a member of a City of Grand Rapids Commission/Board do understand that as a Commission/Board member I will be utilizing my private email address for official City business. I further understand that pursuant to *Minnesota Statutes Chapter 13* (Data Practices), that upon request from City Administration that I must provide emails relative to City business to fulfill all Data Practices requests. Failure to do so could be deemed a Misdemeanor pursuant to Minnesota Law.

5/19/20  
Date

Nicolette Roberts  
Digitally signed by Nicolette Roberts  
Date: 2023.05.19 11:10:03 -05'00'  
Signature





### APPLICATION FOR CITY BOARDS AND COMMISSIONS

Return to:  
City Administration Office  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744  
218-326-7600

**Personal Information:**

Name: <u>Susan Lehto</u>	Date: <u>6-5-2023</u>
Address: [REDACTED]	Day Phone: [REDACTED]
Employer: <u>Retired</u>	Evening Phone: [REDACTED]
Occupation: <u>Teacher</u>	[REDACTED]

Please rank in order the Boards/Commissions on which you would like to serve (leave blank any on which you do not wish to serve):

- |   |                                 |                                     |
|---|---------------------------------|-------------------------------------|
| <input type="checkbox"/> Arts & Culture Commission          | Civic Center Advisory Board     | <input type="checkbox"/>            |
| <input type="checkbox"/> Economic Development Authority     | Planning Commission             | <input type="checkbox"/>            |
| <input type="checkbox"/> Golf Course Board                  | Police Community Advisory Board | <input checked="" type="checkbox"/> |
| <input checked="" type="checkbox"/> Human Rights Commission | Public Utilities Commission     | <input type="checkbox"/>            |
| <input type="checkbox"/> Library Board                      |                                 |                                     |

Do you have special qualifications that you feel would help you be particularly effective on a City Board or Commission? (i.e. work experience, volunteer experience, education, hobbies, etc?) I have an interest in public safety and have served on the Human Rights commission in the past.

How did you become interested in serving on a Board or Commission? A friend referred me.

Are you related to any City employee or elected official? YES  NO   
If yes, to whom and how are you related? \_\_\_\_\_

Are you a Resident  or Non-Resident  ?

Do you own property or own a business within the Grand Rapids city limits?

YES  NO  If yes, please explain: \_\_\_\_\_

**Data Authorization:**

If appointed, I, Susan Lehto, authorize the City of Grand Rapids to release the following private data upon request made to the City (check all that apply).

Home Phone # (218)-398-2268

Work Phone# \_\_\_\_\_

Cell Phone # (218) 398-2268

I also authorize the City of Grand Rapids to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members upon request for such data. The person(s) receiving such private data must use it only for lawful purposes.

This authorization shall be modified or cancelled only upon written notice to the City Clerk, City of Grand Rapids.

I agree to inform the City Clerk's office of any change indicated above.

I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

I, Susan Lehto, as a member of a City of Grand Rapids Commission/Board do understand that as a Commission/Board member I will be utilizing my private email address for official City business. I further understand that pursuant to *Minnesota Statutes Chapter 13* (Data Practices), that upon request from City Administration that I must provide emails relative to City business to fulfill all Data Practices requests. Failure to do so could be deemed a Misdemeanor pursuant to Minnesota Law.

6-5-2023  
Date

Susan Lehto  
Signature