



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

CITY COUNCIL MEETING AGENDA
Monday, November 27, 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, November 27, 2023 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

1. Approve minutes for November 13, 2023 City Council Worksession & Regular meetings.

VERIFIED CLAIMS:

2. Approve the verified claims for the period November 7, 2023 to November 20, 2023 in the total amount of \$2,262,642.02 of which \$447,291.67 are debt service payments.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Review and acknowledge minutes for:
 - ~ September 21, 2023 PCA Board meeting
 - ~ October 17, 2023 & October 31, 2023 Golf Board meetings
 - ~ October 26, 2023 & November 6, 2023 GREDA meetings

CONSENT AGENDA:

4. Consider amending Chapter 30, Article 149 Stormwater Protection Ordinance
5. Consider approving a professional auditing services contract for 2024-2028 with CLA (Clifton Larson Allen) LLP for the City of Grand Rapids.
6. Consider approving Public Works PT Eligibility List for Winter Maintenance
7. Consider approving and authorizing the retirement of surplus assets.
8. Consider authorizing staff to solicit quotes for a plow truck with attachments

- [9.](#) Consider adopting a resolution accepting a Scholarship from the Governmental Finance Officers Association (GFOA) for first-time attendee to the 118th Annual Conference.
- [10.](#) Consider approving final payment for CP 2022-5, Forest Lake Utility Extension in the amount of \$18,190.85 and Balancing Change Order 1.
- [11.](#) Consider allowing the Grand Rapids Fire department to purchase a snow pusher and dirt bucket attachment for Bobcat.
- [12.](#) Consider approving annual liquor licenses renewals for 2024.
- [13.](#) Consider approving 2024 On-sale Wine License & 3.2 Beer License for Hummingbird Wine Bar & Bistro, LLC dba Unwined Up North

SET REGULAR AGENDA:

ADMINISTRATION:

- [14.](#) Consider creating an eligibility list for Firefighter Trainee and appoint two (2) applicants to the Grand Rapids Fire Department's roster.
- [15.](#) Consider the appointment of a Hospital Security Officers.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 4, 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, November 13, 2023
4:30 PM

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

ROLL CALL:

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

STAFF: Tom Pagel, Chad Sterle, Barb Baird, Dom DeGuisseppi, Mandy Mitchell, Julie Kennedy, Rob Mattei

BUSINESS:

1. Review Stormwater Ordinance Updates

Matt Wegwerth provided background information on Stormwater Ordinance and recommended updates.

REVIEW OF REGULAR AGENDA:

Upon review, no additions or changes were noted.

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

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



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CITY COUNCIL MEETING MINUTES
Monday, November 13, 2023
5:00 PM

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

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

STAFF: Tom Pagel, Chad Sterle, Jeremy Nelson, Barb Baird, Chery Pierzina, Julie Kennedy, Rob Mattei, Dan Swenson, Mandy Mitchell

PROCLAMATIONS/PRESENTATIONS:

1. Yellow Ribbon Presentation

Mayor Christy acknowledged Jerry Terhaar for years of service with the VFW Auxiliary and Yellow Ribbon Committee.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Councilor Adams reviewed RAMS meeting from October 25, 2023, including opportunity to speak to the HWY 35 Project.

APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, October 23, 2023 Regular Meeting and Tuesday, October 17, 2023 Special meeting.

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

VERIFIED CLAIMS:

3. Approve the verified claims for the period October 17, 2023 to November 6, 2023 in the total amount of \$1,422,484.24.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. September 28, 2023, October 12, 2023, October 16, 2023 GREDA meetings
October 3, 2023 Arts & Culture meeting
October 11, 2023 Library Board meeting
October 10, 2023, October 18, 2023, October 25, 2023 PUC meetings

CONSENT AGENDA:

5. Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2024.
6. Consider accepting the resignation of Ted Hubbes from the Planning Commission
7. Consider approving and authorizing the retirement of surplus assets
8. Consider entering into a Memorandum of Agreement with MN Army National Guard and renew the Annual Coordination Letter
9. Consider adopting a resolution approving updated City-wide fee schedule

Adopted Resolution 23-86

10. Consider approving Public Works PT Eligibility List for Winter Maintenance
11. Consider authorization to advertise for part-time Hospital Security Officers and authorize Human Resources to fill the vacancies.
12. Approve hiring of PT Seasonal Warming House Attendants
13. Consider approving change order for the IRA Civic Center project.

Motion made by Councilor Adams, Second by Councilor Sutherland to approve the Consent agenda as read. Voting Yea: Mayor Christy, Councilor Adams, Councilor Sutherland

SET REGULAR AGENDA:

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

ADMINISTRATION:

14. Appointment of Lance Kuschel to the position of Captain for the Grand Rapids Fire Department effective January 1, 2024.

Ms. Pierzina presented background information on vacant Captain's position with the Fire Department and recommendation to appoint Lance Kuschel.

Motion made by Councilor Sutherland, Second by Councilor Adams to appoint Lance Kuschel to the position of Captain for the Fire Department. Voting Yea: Mayor Christy, Councilor

Adams, Councilor Sutherland

15. Consider creation of Maintenance II position and rate of pay at the Civic Center, hire Civic Center PT employees, and re-classify employee.

Ms. Pierzina presents request for new position and notes that the titles will be changed to Arena Attendant I & II. Also noted recommendation to hire individuals to fill vacancies.

Motion made by Councilor Sutherland, Second by Councilor Adams approved new positions with Yanmar Arena, changing titles to Arena Attendant I and II and approve hiring John Arnold as Arena Attendant II and Jack Hoover as part time Arena Attendant I as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Sutherland

ARENA, PARKS & RECREATION:

16. Consider assisting Kootasca with a fully accessible playground with in-kind services and \$5,000 from the City's Park Land Dedication account.

Motion made by Councilor Adams, Second by Councilor Sutherland to approve assisting Kootasca with in-kind service and \$5,000 donation as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Sutherland

17. Consider entering into an Equipment Lending Agreement with Yanmar Compact Equipment North America for use of a machine at Yanmar Arena.

Motion made by Councilor Adams, Second by Councilor Sutherland to approve Yanmar Compact Equipment Agreement. Voting Yea: Mayor Christy, Councilor Adams, Councilor Sutherland

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

18. Conduct a Public Hearing to consider the rezoning of 0.2 acres of land (Parcel 91-550-0340) from SR-2 (Shoreland One and Two Family Residential) to SPU (Shoreland Public Use)

Dan Swenson, Asst. Com. Dev. Director, reviewed requested amendment to zoning map.

Motion made by Councilor Adams, Second by Councilor Sutherland to open the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor Sutherland

Corrine Ivanca, 501 NW 9th Street, opposes the change due to structures not fitting in the current neighborhood, not enough clear information for future usage.

Tyenne Betts, 419 NW 9th Street, What is the long term plan for water treatment system? Opposes rezone. Noted not opposed if dedicated green space forever.

Fred Callahan, 329 NW 6th Ave, is this a market value purchase and if so, what is the market value? Need to make sure the City is paying actual market rate.

Art Clairmont, 822 NW 6th Ave, disagree with the amount being paid. Believe the Council should table this issue. Also expressed concerns for accessing neighboring property.

Julie Kennedy addressed questions presented by Council and residents.

Joel Gebhart, 501 NW 9th Street, questions why does this need to be rezoned now if there is no plan?

Motion made by Councilor Adams, Second by Councilor Sutherland to close the public hearing. Voting Yea: Mayor Christy, Councilor Adams, Councilor Sutherland

COMMUNITY DEVELOPMENT:

19. Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map, by rezoning of 0.2 acres of land (Parcel 91-550-0340) from SR-2 (Shoreland One and Two Family Residential) to SPU (Shoreland Public Use)

Following the public hearing and lengthy discussion, the Council recommends PUC conduct a special meeting prior to closing on Friday, November 17, 2023 to seek removal of contingency for land purchase.

Ms. Kennedy, General Manager, rescinds rezoning petition. No further action is noted.

There being no further business, the meeting adjourned at 6:25 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 11/21/2023
 TIME: 11:27:16
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/27/2023

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0715808	GOVCONNECTION INC	1,077.40
1915248	SHI INTERNATIONAL CORP	527.00
2018225	TREASURE BAY PRINTING	19.50
TOTAL CITY WIDE		1,623.90
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
TOTAL ADMINISTRATION		1,600.00
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	60.82
0221650	BURGGRAF'S ACE HARDWARE	34.98
1401650	NARDINI FIRE EQUIPMENT CO INC	1,193.80
TOTAL BUILDING SAFETY DIVISION		1,289.60
FIRE		
0118100	ARAMARK UNIFORM SERVICES	31.68
0401804	DAVIS OIL INC	81.66
0601346	FAIRVIEW HEALTH SERVICES	1,252.00
0701650	GARTNER REFRIGERATION CO	469.60
TOTAL FIRE		1,834.94
PUBLIC WORKS		
0301685	CARQUEST AUTO PARTS	54.69
0315455	COLE HARDWARE INC	238.40
0315481	CAR, INC	5,500.00
0401420	DAKOTA FLUID POWER, INC	207.00
0401804	DAVIS OIL INC	2,055.76
0421125	JOHN P DUBOVICH	216.00
0501650	EARL F ANDERSEN	656.90
0601690	FASTENAL COMPANY	2,175.71
0718098	GRANITELEDGE ELECTRIC	4,588.88
0801825	HAWKINSON CONSTRUCTION CO INC	2,393.04
1209735	LITTLE FALLS MACHINE INC	998.93
1315690	MORTON SALT	7,454.21
1415030	NAPA SUPPLY OF GRAND RAPIDS	44.79
1415484	NORTHERN LIGHTS TRUCK	24.72
1615505	POMP'S TIRE SERVICE INC	2,172.24

DATE: 11/21/2023
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 11/27/2023

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
1801899	RAYS SPORT & CYCLE	64.58
2018560	TROUT ENTERPRISES INC	450.00
TOTAL PUBLIC WORKS		29,295.85
POLICE		
0205725	BETZ EXTINGUISHER COMPANY	157.00
0301685	CARQUEST AUTO PARTS	518.37
0415529	DONDELINGER FORD	80.58
1920233	STREICHER'S INC	278.96
1920555	STOKES PRINTING & OFFICE	8.00
2000400	T J TOWING	92.00
TOTAL POLICE		1,134.91
RECREATION		
0112450	ALL FLAGS, LLC	485.15
0221650	BURGGRAF'S ACE HARDWARE	380.87
1801613	RAPIDS PRINTING	269.00
1920555	STOKES PRINTING & OFFICE	398.00
TOTAL RECREATION		1,533.02
CENTRAL SCHOOL		
0118100	ARAMARK UNIFORM SERVICES	64.09
0221650	BURGGRAF'S ACE HARDWARE	-19.99
1401650	NARDINI FIRE EQUIPMENT CO INC	986.99
TOTAL		1,031.09
AIRPORT		
1401650	NARDINI FIRE EQUIPMENT CO INC	2,321.00
1605720	PETERSON CONTRACTING	350.00
2018680	TRU NORTH ELECTRIC LLC	110.94
TOTAL		2,781.94
CIVIC CENTER		

DATE: 11/21/2023
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PAGE: 3

INVOICES DUE ON/BEFORE 11/27/2023

VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER		
0514200	ESC SYSTEMS SOUND & LIFE SAFE	565.00
	TOTAL	565.00
GENERAL ADMINISTRATION		
0114200	ANDERSON GLASS	185.00
0514200	ESC SYSTEMS SOUND & LIFE SAFE	113.00
	TOTAL GENERAL ADMINISTRATION	298.00
CEMETERY		
T001499	DONALD & JOANN WATSON	250.00
	TOTAL	250.00
DOMESTIC ANIMAL CONTROL FAC		
0118100	ARAMARK UNIFORM SERVICES	30.00
1401650	NARDINI FIRE EQUIPMENT CO INC	418.00
	TOTAL	448.00
GO ST RECON & CIP 2018A		
0508450	EHLERS AND ASSOCIATES INC	2,500.00
	TOTAL	2,500.00
TXB GO TEMP BONDS 2022A		
2100264	U.S. BANK	447,291.67
	TOTAL	447,291.67
MUNICIPAL ST AID MAINTENANCE		
NO PROJECT		
0801825	HAWKINSON CONSTRUCTION CO INC	61,033.10
	TOTAL NO PROJECT	61,033.10

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 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 11/27/2023

VENDOR #	NAME	AMOUNT DUE
2021	INFRASTRUCTURE BONDS	
2023-5	LIBRARY FACADE RPR PJT	
0514145	ENCOMPASS, INC	4,573.96
TOTAL 2023-5 LIBRARY FACADE RPR PJT		4,573.96
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0118230	ARENA WAREHOUSE, LLC	953.00
0221650	BURGGRAF'S ACE HARDWARE	128.88
0315495	COMMERCIAL REFRIGERATION	117,282.25
0801670	HART ELECTRIC	224,098.37
1200855	LVC COMPANIES INC	448.00
1201683	LARSON ELEVATOR COMPANY	36,185.50
1801610	RAPIDS PLUMBING & HEATING INC	185,557.56
192501	SUMMIT FIRE PROTECTION	196,175.00
2000522	TNT CONSTRUCTION GROUP, LLC	473,593.94
TOTAL IRA CIVIC CENTER RENOVATION		1,234,422.50
STORM WATER UTILITY		
0401425	DAKOTA SUPPLY GROUP	359.40
0401804	DAVIS OIL INC	365.22
0801825	HAWKINSON CONSTRUCTION CO INC	1,613.82
1309495	MINUTEMAN PRESS	672.57
2000522	TNT CONSTRUCTION GROUP, LLC	59,900.00
2018560	TROUT ENTERPRISES INC	25.00
TOTAL		62,936.01
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$1,856,443.49
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	4,165.05
0205640	LEAGUE OF MN CITIES INS TRUST	781.95
0305530	CENTURYLINK QC	259.00
0309600	CIRCLE K/HOLIDAY	61.78
0315515	COMPUTERSHARE TRUST CO, NA	400.00
0315543	CONSTELLATION NEWENERGY -GAS	460.29
0504820	EDWARDS LAPLANT CONSTRUCTION	500.00
0514730	ENTERPRISE FM TRUST	7,810.70
0718015	GRAND RAPIDS CITY PAYROLL	290,815.72
0815440	HOLIDAY STATIONSTORES LLC	192.50
0900060	ICTV	100.00
0920055	ITASCA COUNTY RECORDER	46.00

DATE: 11/21/2023
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 11/27/2023

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1215250	LOFFLER COMPANIES INC	696.70
1301146	MARCO TECHNOLOGIES, LLC	232.73
1309098	MINNESOTA MN IT SERVICES	460.71
1309199	MINNESOTA ENERGY RESOURCES	1,473.81
1309335	MINNESOTA REVENUE	1,697.00
1415479	NORTHERN DRUG SCREENING INC	28.00
1621130	P.U.C.	36,253.39
1903555	ERIK SCOTT	138.21
2114354	UNIQUE OPPORTUNITIES	10,000.00
2209665	VISA	6,479.69
2209705	VISIT GRAND RAPIDS INC	43,045.30
T001500	DIANE SCHUSTER	100.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$406,198.53

TOTAL ALL DEPARTMENTS \$2,262,642.02



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**POLICE COMMUNITY ADVISORY
 BOARD MEETING MINUTES**
Thursday, September 21, 2023
4:00 PM

The Purpose of the Grand Rapids Police Community Advisory Board (The Board) shall be to establish and enhance communication between Grand Rapids residents, Police Department and City Council. Together, the Advisory Board and Police Department will identify and focus on public safety issues and collaborate with community leaders, community organizations and stakeholders in developing solutions to multi-faceted community concerns. The Board provides recommendations to the Chief of Police and City Council as to how issues should be addressed.

CALL TO ORDER: Pursuant to due notice and call thereof, the Police Community Advisory Board will hold a regular meeting on Thursday, Sept. 21, 2023 at 4:00 PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids.

Second Chair Connolly called the meeting to order at 4:00 p.m.

ROLL CALL:

PRESENT

Board Member Dan Butterfield, Board Member Pam Dowell, Board Member Stephen Connolly, Board Member Jillian Buck, Board Member Kerry Clausen, and Board Member Nikki Roberts

ABSENT

Board Member Tom Neustrom, Board Chair Wendy Uzelac, and Board Member Cassey Casteel

Staff: Chief Andy Morgan, Captain Kevin Ott, and Captain Jeremy Nelson

PUBLIC INPUT (if anyone wishes to address the Board):

No one from the public was present.

SETTING THE AGENDA:

Nothing added.

CORRESPONDENCE:

APPROVE MINUTES:

Approval of the Minutes for July 20, 2023.

Motion made by Board Member Butterfield, Seconded by Board Member Dowell.

Voting Yea: Board Member Connolly, Board Member Buck, Board Member Clausen, Board Member Roberts

1. Approval of the Minutes of July 20, 2023.

Motion made by Board Member Butterfield, Seconded by Board Member Dowell.

Voting Yea: Board Member Connolly, Board Member Buck, Board Member Clausen, Board Member Roberts

BUSINESS:

2. Cannabis in Our Community

Chief Morgan gave an overview of information on the GRPD webpage about the new laws pertaining to Cannabis and how that will look in Grand Rapids. Discussion and questions were ongoing about minors in possession, paraphernalia, dispensaries in GR, and how officers detect signs of impaired drivers under different influences.

3. GRPD New Hire - Sam Hussman

Captain Ott gave a brief introduction of who Sam Hussman is and his previous experiences in our community and surrounding communities.

Captain Ott mentioned there is a new Hospital Security position opening up.

4. School Resource Officers - Changes in Legislation

Chief Morgan gave an overview of the recent changes in laws impacting schools and School Resource Officers and how it has affected our local schools and officers. GRPD SRO's attended a New Laws Class. There were meetings involving GRPD, attorneys, and ISD 318. They are continuing to work together and keep our students and community safe while adjusting to the new law. Chief Morgan passed out a 2022 Minnesota Student Survey.

Discussion and questions were had about how this has affected other schools in Minnesota, the safety felt by students, and about how the law was written.

UPDATES:

5. Summer Event Updates

Chief Morgan gave updates:

National Night Out was cancelled due to weather and rescheduling for the Community BBQ.

Riverfest was sold out, 3500 tickets were sold. Only four calls during the festival and all were minor.

ANNOUNCEMENTS:

Captain Ott will be at Stepping Stones Preschool at the E Free Church, at 9 am and 2:45 pm, PCAB members are welcome to join.

It was mentioned that Kerry hasn't gone on a ride-along yet.

Upcoming LE Trainings: Firearm, DARE, EVOC, FTO, Leadership Academy, DMT/Crime Reporting

Question asked: How is Murphy doing?

-He had his first tracking, he helped locate the suspect

-Suggested that Murphy comes to next meeting (maybe wait until another meeting)

Next meeting - tour the jail

SET AGENDA FOR NEXT MEETING:

Next meeting will be Thursday, November 16 at 4:00 p.m.

ADJOURN:

Motion made by Board Member Dowell, Seconded by Board Member Buck.

Voting Yea: Board Member Butterfield, Board Member Dowell, Board Member Connolly, Board Member Buck, Board Member Clausen, Board Member Roberts

Meeting adjourned at 5:13 p.m.

Respectfully submitted by:

Amanda Mitchell, Recorder



POKEGAMA GOLF COURSE BOARD MEETING MINUTES

**Tuesday, October 17, 2023
 7:30 AM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday October 17, 2023 , at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota. Rick McDonald called the meeting to order at 7:30AM.

ROLL CALL: Rick McDonald, John Bauer, John Ryan, Tom Lagergren

PUBLIC INPUT: None

SETTING THE AGENDA: (This is an opportunity to approve the regular agenda as presented or add/delete an Agenda item by a majority vote of the Board members present.)

Rick McDonald requested to add an Agenda item. Update on Director of Golf Position. Motion by John Ryan and Second by John Bauer to approve agenda as set with the addition Motion Approved

APPROVE MINUTES:

1. Approve Golf Board Minutes for September 19, 2023 Golf Board Meeting. John Ryan made a motion to approve the Minutes. Tom Lagergren Second. Motion Carried

CLAIMS AND FINANCIAL STATEMENTS:

2. A review of the financials took place. John Bauer made a motion to approve the claims in the amount of \$99,691.11 Second by Tom Lagergren Motion Carried
 Bob Cahill discussed the Statement of Income and Expenses. The months of August 2022 vs 2023 were roughly the same. Differences were that the GR Hockey outing payment was in August this year and September last year. And in 2023 we did not have the Chamber of Commerce outing as we have it typically every other year.

VISITORS: No visitors

REPORTS: Superintendent Steve Ross reported. Greens were aerated on October 9 & 10 with a Core Harvest. The harvested plugs are gathered up and recycled in various areas on the course that need some turf growth help. There was discussion about changing the irrigation heads on hole #5 to reduce the amount of water that collects at the base of the hill by the pond. This is typically a very wet area that needs to be addressed. Winter greens, tees, and fairway application begin this week. Carts to be stored next week.

Steve also asked the board to consider changing the Assistant Superintendent position to 100% full time vs the current $\frac{3}{4}$ full time position it currently is. Steve felt there was easily enough work to do in December, January, and February and some significant financial savings on routing maintenance of equipment that we now send out that can be done in house. Bob and Steve will work on determining the financial cost of this potential change. A special Board meeting will be held October 31 to review those findings.

Director of Golf Bob Cahill A special Golf Board Meeting will be held on Tuesday October 31 to discuss the 2024 Operating and CIP budgets as well as consideration to change the Assistant Superintendent position to 100% Full time vs the current $\frac{3}{4}$ Full time.

Added Agenda Item. Update from Rick McDonald on the Director of Golf hiring process. Rick stated that his understanding is that Human Resource will review applications and determine which ones qualify for an interview. Interviews will be conducted the week of November 13-17.

CORRESPONDENCE AND OPEN DISCUSSION: None

ADJOURN: Motion made by John Bauer Second by Tom Lagergren Motion Carried.

Minutes respectfully submitted by Bob Cahill



POKEGAMA GOLF COURSE BOARD SPECIAL MEETING AGENDA & MINUTES

**Tuesday, October 31, 2023
 7:30 AM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Special Meeting of the Pokegama Golf Course Board will be held on Tuesday October 31, 2023 , at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota.

Rick McDonald called the meeting to order at 7:32 AM

ROLL CALL: Rick McDonald, John Bauer, John Ryan, Tom Lagergren, Roger Mischke All present.

BUSINESS

1. 2024 Budget Discussion

Bob Cahill, Director of Golf presented a proposed 2024 Operating Revenue and Expense Budget. After some discussion and minor changes to both Revenue and Expense budgets, Tom Lagergren made a motion to approve the attached 2024 Operating Budget. Second by John Bauer. Motion was unanimously approved.

Bob Cahill also presented a proposed 2024 CIP Budget. The budget was discussed and a Motion to approve was made by Tom Lagergren and second by John Bauer. Motion was unanimously approved. 2024 approved CIP budget is attached.

As part of the 2024 budget, grounds maintenance Superintendent Steve Ross discussed and recommended converting the Assistant grounds Superintendent position from its current $\frac{3}{4}$ Full time status to 100% Full time status. The assistant superintendent currently works March-November at Pokegama Golf Course and December, January, February at the Civic Center. The attached handout "Winter Duties" was presented and discussed. The board agreed that converting the position to 100% full time at the golf course was in the best interest of the golf operation.

A Motion was made by John Ryan and second by Rick McDonald to convert the Assistant Superintendent position to 100% full time at the golf course pending approvals by City Administrator Tom Pagel and the City Council. Motion was unanimously approved.

One of the items on the approved 2024 CIP list is a Toro Utility vehicle. Pending budget approval by the city council, the board would like to order this vehicle. Superintendent Steve Ross indicated that the unit, once ordered would be 18 months out prior to delivery. Motion by John Ryan and second by Rick McDonald to purchase the utility vehicle following budget approval by the City Council. Motion was unanimously approved.

Adjourn: Roger Mischke made a motion to adjourn the meeting. Second by Tom Lagergren. Motion approved and the meeting is adjourned.

Respectfully submitted by Bob Cahill, Director of Golf and Recording Secretary.



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, October 26, 2023
4:00 PM

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, October 26, 2023 at 4:00 PM.

President Blake called the meeting to order at 4:00 PM.

CALL OF ROLL

PRESENT: Commissioner Al Hodnik, President Sholom Blake, Commissioner Wayne Bruns, Commissioner Tom Sutherland, Commissioner Bill Martinetto. ABSENT: Commissioner Mike Korte, Commissioner Tasha Connelly

STAFF: Rob Mattei, Dan Swenson

SETTING OF THE REGULAR AGENDA - *This is an opportunity to approve the regular agenda as presented, or to add/delete an agenda item by a majority vote of the Commissioners present .*

APPROVE MINUTES

1. Consider approval of minutes from the October 12th, 2023 regular meeting and October 16th, 2023 special meeting.

Motion made by Commissioner Martinetto, Second by Commissioner Bruns to approve GREDA minutes as presented. Voting Yea: Commissioner Hodnik, President Blake, Commissioner Bruns, Commissioner Sutherland, Commissioner Martinetto

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$32,617.56.

Motion made by Commissioner Hodnik, Second by Commissioner Martinetto to approve the claims as presented. Voting Yea: Commissioner Hodnik, President Blake, Commissioner Bruns, Commissioner Sutherland, Commissioner Martinetto

BUSINESS

3. Consider adoption of a resolution approving a purchase agreement and a development assistance agreement with SE 7th Ave. Distribution, LLC.

Motion made by Commissioner Bruns, Second by Commissioner Hodnik adopting a resolution approving purchase agreement and development assistance agreement with SE 7th Ave. Distribution LLC. Voting Yea: Commissioner Hodnik, President Blake, Commissioner Bruns, Commissioner Sutherland, Commissioner Martinetto

- 4. Consider adopting a resolution approving the first addendum to the Purchase Agreement with the Moyer Family Trust

Motion made by Commissioner Hodnik, Second by Commissioner Martinetto adopting a resolution approving first addendum to purchase agreement with Moyer Family Trust. Voting Yea: Commissioner Hodnik, President Blake, Commissioner Bruns, Commissioner Sutherland, Commissioner Martinetto

UPDATES

Discussions continue with Hwy 25 LLC.
L&M project continues to move forward.

ADJOURN

Motion made by Commissioner Bruns, Second by Commissioner Sutherland to adjourn the meeting at 4:20 PM. Voting Yea: Commissioner Hodnik, President Blake, Commissioner Bruns, Commissioner Sutherland, Commissioner Martinetto

Respectfully submitted:

Kimberly Gibeau, City Clerk



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING MINUTES

**Monday, November 06, 2023
7:30 AM**

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Monday, November 06, 2023 at 7:30 AM.

CALL TO ORDER

CALL OF ROLL

PRESENT

President Sholom Blake
Commissioner Wayne Bruns
Commissioner Tom Sutherland
Commissioner Bill Martinetto

ABSENT

Commissioner Al Hodnik
Commissioner Mike Korte
Commissioner Tasha Connelly

BUSINESS

1. Consider waiving a Buyer contingency in the Purchase Agreement with the Moyer Family Trust.

Motion by Commissioner Martinetto, second by Commissioner Sutherland to approve waiving a buyer contingency in the purchase agreement with the Moyer Family Trust. The following voted in favor thereof: Martinetto, Sutherland, Bruns, Blake. Opposed: None, motion passed unanimously.

2. Authorize payment in the amount of 275,216.30 to The Title Team for the Moyer Family Trust land purchase.

Motion by Commissioner Bruns, second by Commissioner Martinetto to approved payment in the amount of \$275,216.30 to the Title Team for the Moyer Family Trust land purchase. The following voted in favor thereof: Blake, Bruns, Sutherland, Martinetto. Opposed: None, passed unanimously.

ADJOURN

There being no further business the meeting adjourned at 7:36 A.M.

MEMBERS & TERMS

Tom Sutherland - 12/31/2023 Council Representative

Tasha Connelly - 12/31/2023 Council Representative

Mike Korte - 3/1/24

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27

Bill Martinetto - 3/1/27



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 13, 2023

AGENDA ITEM: Consider amending Chapter 30, Article 149 Stormwater Protection Ordinance

PREPARED BY: Matt Wegwerth

BACKGROUND:

Several changes are proposed to the 30-149, Stormwater Protection Ordinance to meet the requirements of our MS4-MPCA permit. The additions/changes are summarized below:

- Updated definitions
- Updated salt storage requirements
- Changes to linear projects
- Changes to allowable infiltration areas

REQUESTED COUNCIL ACTION:

Make a motion to amend Chapter 30, Article 149 Stormwater Protection Ordinance and authorize publication in summary form.



Building a Better World
for All of Us®

MEMORANDUM

TO: City of Grand Rapids City Officials and Planning Commission

FROM: Chloe Gloeckner, PE (Lic. MN, OH)
SEH Water Resources Engineer

Sara Christenson, PE (Lic. MN)
SEH Project Manager

DATE: October 27, 2023

RE: Stormwater Protection Ordinance Review
SEH No. GRANR 175013

In November of 2020, the MPCA reissued the general permit which included new or modified requirements for post-construction stormwater management, including criteria for fully reconstructed impervious surfaces and linear projects. The general permit also includes requirements for erosion and sediment control and illicit discharge detection and elimination. Short Elliott Hendrickson (SEH) performed a review of the City’s Ordinance and has provided suggestions for ordinance modifications. Suggestions in the form of redlines to Ordinance Sec. 30-149 - Stormwater Protection have been submitted to the City Officials and Planning Commission for review. This memo was prepared to summarize updates made.

Ordinance Sec. 30-149 - Stormwater Protection

Updated Section 30-149 to include:

- Subsection (b)(1): Clarified the permit name under which the City operates, which is the Small Municipal Separate Storm Sewer Systems General Permit (MS4 permit).
- Subsection (b)(6): Terms have been added to this section to improve clarity to land developers and establish a clear definition to commonly misunderstood language.
- Subsection (d)(3)c.i: Additional salt storage requirements were added as required by the MS4 permit. This language was new with the 2020 permit update.
- Subsection (e)(3)d.1: Added “waste control” as a requirement to be included with SWPPP sheets. This language aligns with the MS4 permit and Construction Stormwater (CSW) permit language.
- Subsection (f)(2)e.: This section was not fully in compliance with the 2020 MS4 permit language. It has been updated to regain compliance and now differentiates between a linear and non-linear site.
- Subsection (f)(2)j.: This section was added to allow the City Engineer to grant a variance to redevelopment sites have an existing, functional, BMP.

ccg

c: Matt Wegwerth, City Engineer
Emily Jennings, PE (SEH)

x:\fj\g\granr\175013\5-final-dsgn\50-final-dsgn\50-hydro\draft sent to city 10-20-23\summary of ms4 ordinance redlines.docx

30-149 Stormwater Protection

(a) *Statutory authorization.* This section is adopted pursuant to the authorization and policies contained in Minn. Stat. chs. 103B, 105, 462, and 497, Minnesota Rules, parts 6120.2500-6120.3900, and Minnesota Rules chapters 8410 and 8420.

(b) *Scope.*

- (1) The purpose of this article is to satisfy SWPPP obligations for a regulatory mechanism to control stormwater pollution and illegal discharges under the Small Municipal Separate Storm Sewer Systems General Permit. This section sets forth minimum requirements for stormwater management to diminish threats to public health, safety, public and private property and natural resources of the community by establishing standards that will:
 - a. Protect life and property from dangers associated with flooding;
 - b. Protect public and private property from damage resulting from runoff or erosion;
 - c. Ensure site design minimizes the generation of stormwater and maximizes pervious areas for stormwater treatment;
 - d. Promote regional stormwater management by watershed;
 - e. Protect, maintain and/or restore water quality from nutrients, pathogens, toxics and debris;
 - f. Promote infiltration and groundwater recharge;
 - g. Promote water quality treatment for new development, redevelopment, and linear construction projects.
- (2) No person shall develop any land for residential, commercial, industrial, or institutional uses without having provided the stormwater management measures set forth herein to control or manage runoff from such development. All water entering the storm drain system generated on any developed and undeveloped lands, unless explicitly exempted by the city, shall be protected from illegal disposal/discharge and illegal connections.
- (3) A separate permit may be needed if the standards in this section are not incorporated into the review of other city permits.
- (4) Except where a waiver is granted, any person, firm, sole proprietorship, partnership, corporation, state agency, or political subdivision proposing a land disturbing activity, requiring a land alteration or building permit within the city shall submit to the city for review and comment on the stormwater pollution prevention plan (SWPPP) and site plan. No land shall be disturbed until the plan is reviewed by the city and conforms to the standards set forth herein and applicable permits have been issued.
- (5) The provisions of the waste controls and illicit discharge and inspections and enforcement subsections of this section apply to all areas within the city at all times.
- (6) The definitions of terms in this section correspond to regulatory requirements in the most current version of the Small Municipal Separate Storm Sewer Systems General Permit.
 - a. **Animal:** A dog, cat or other animal kept for amusement or companionship.
 - b. **Construction Activity:** activities including clearing, grading, and excavating, that result in land disturbance of equal to or greater than one acre, including the disturbance of less than one acre of total land area that is part of a larger com

plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one acre.

- c. **Fully Reconstructed:** Areas where impervious surfaces have been removed down to the underlying soils. Activities such as structure renovation, mill and overlay projects, and other pavement rehabilitation projects that do not expose the underlying soils beneath the structure, pavement, or activity are not considered fully reconstructed. Maintenance activities such as catch basin repair/replacement, utility repair/replacement, pipe repair/replacement, lighting, and pedestrian ramp improvements are not considered fully reconstructed.
- d. **Immediately:** at once, without delay.
- e. **Linear Project:** Construction of new or fully reconstructed roads, trails, sidewalks, or rail lines that are not part of a common plan of development or sale.
- f. **Owner/Custodian:** Any person who harbors, feeds, boards, possesses, keeps or has custody of an animal.
- g. **Soil/defile:** to make unclean from excrement
- h. **Waste:** solid matter expelled from the bowels of the pet; excrement

(c) *Erosion and sediment control.* Erosion and sediment control, at a minimum, shall meet the requirements and provisions defined in the most current Minnesota Pollution Control Agency (MPCA) National Pollution Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activities, also referred to as the NPDES construction permit.

(d) *Waste controls and illicit discharge.*

(1) *Illegal disposal.*

- a. No person shall throw, deposit, place, leave, maintain, or keep or permit to be thrown, placed, left, maintained or kept, any refuse, rubbish, garbage, or any other discarded or abandoned objects, articles, or accumulations, in or upon any street, alley, sidewalk, storm drain, inlet, catch basin conduit or drainage structure, business place, or upon any public or private plot of land in the city, so that the same might be or become a pollutant, except in containers, recycling bags, or other lawfully established waste disposal facility.
- b. No person shall intentionally dispose of grass, leaves, dirt, or other landscape debris into a water resource buffer, street, road, alley, catch basin, culvert, curb, gutter, inlet, ditch, natural watercourse, wetland, flood control channel, canal, storm drain or any fabricated natural conveyance.

(2) *Illicit discharges and connections.*

- a. No person shall cause any illicit discharge to enter the municipal stormwater system unless such discharge: (1) consists of non-stormwater that is authorized by an NPDES point source permit obtained from the MPCA; or (2) is associated with firefighting activities.
- b. No person shall use any illicit connection to intentionally convey non-stormwater to the city stormwater system.

(3) *Good housekeeping provisions.* Any owner or occupant of property within the city shall comply with the following good housekeeping requirements:

- a. No person shall leave, deposit, discharge, dump, or otherwise expose any chemical or septic waste in an area where discharge to streets, storm drain system, or waters of the state as defined by the MPCA, may occur. This section shall apply to both actual and potential discharges.
- b. Runoff of water from residential property shall be minimized to the maximum extent practicable. Runoff of water from the washing down of paved areas in commercial or industrial property is prohibited unless necessary for health or safety purposes and not in violation of any other provisions in city codes.
- c. Storage of materials, machinery, and equipment.

1. Objects, such as motor vehicle parts, containing grease, oil or other hazardous substances, and unsealed receptacles containing hazardous materials, shall not be stored in areas susceptible to runoff or discharge to a stormwater system.
2. Any machinery or equipment that is to be repaired or maintained in areas susceptible to runoff shall be placed in a confined area to contain or collect leaks, spills, or discharges without discharge to the stormwater system.
3. Any storage of materials that are exposed to the environment such as; salt, salt/sand or sand, that are susceptible to runoff or discharge into a stormwater system, public or private, shall be covered in a manner that will eliminate the leeching of chemicals and/or sediment and must apply for stormwater permit for inspection and monitoring.

i. Designated salt storage areas must be located indoors or covered and on an impervious surface at any commercial, institutional, non-NPDES permitted industrial facilities. Implementation of prac

to reduce exposure when transferring material in designated storage areas (e.g., sweeping, diversions, and/or containment) must be performed at all facilities listed above. Item 4.

d. Debris and residue shall be removed, as noted below:

1. All motor vehicle parking lots and private streets shall be swept, at minimum of once a year in the spring to remove debris. Such debris shall be collected and properly disposed;
2. Fuel and chemical residue or other types of potentially harmful material, such as animal waste, garbage or batteries, which is located in an area susceptible to runoff, shall be removed as soon as possible and disposed of properly. Household hazardous waste shall not be placed in a trash container.

(4) *Animal Waste*

- a. No owner or custodian of any animal shall cause or allow such animal to soil, defile or defecate on any public property or upon any street, sidewalk, public way, play area or common grounds owned jointly by the members of a homeowners' or condominium association, or upon private property other than that of the owner, unless such owner immediately removes and disposes of all feces deposited by such animal in a sanitary manner.
- b. It is unlawful for any person owning, keeping or harboring an animal to cause or permit said animal to be on any public or private property, not owned or possessed by such person without having in his/her immediate possession a device for the removal of feces and depository for the transmission of excrement to a proper receptacle located on the property owned or possessed by such person.
- c. It is unlawful for any person in control of, causing or permitting any animal to be on any public or private property, if private property included add: not owned or possessed by such person to fail to remove feces left by such animal and dispose of it properly as described in section (d).
- d. Proper disposal of animal waste shall be limited to burial where lawfully permitted, flushing in the toilet, bagging for disposal in the owner or keeper's waste receptacle, and bagging for disposal in a waste receptacle designated for animal waste in a public park or park area.
- e. Disposal of animal waste in storm drains is prohibited.
- f. Disposal of animal waste in public compost is prohibited.
- g. The provisions of this section shall not apply to the ownership or use of any properly identified service animals, animals when used for police activities, or tracking animals when used by or with the permission of the appropriate authorities.
- h. Any peace officer or community service officer is responsible for issuing the citations.

(5) *Industrial or construction activity discharges.* Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit will be required in a form acceptable to the city prior to the allowing of discharges to the storm sewer system. All facilities that have stormwater discharges associated with industrial activity, including construction activity must adhere to the following guidelines:

- a. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the storm sewer system or watercourses through the use of structural and non-structural BMPs.

b. Any person responsible for a property or premises, which is, the source of an illegal discharge, shall be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the storm sewer system. These BMPs shall be part of a stormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

(6) *Notification of spills.* Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into the storm sewer system, or water of the state said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the city no later than the next business day.

(7) *Access to buildings for inspection, monitoring and/or dye testing.*

- a. The city shall be permitted to enter and inspect all buildings under this article as often as may be necessary to determine compliance with this article.
- b. Facility operators shall allow the city ready access to all parts of the premises for the purposes of inspection, sampling, dye testing, examination and copying of records that relate to the discharge of stormwater.
- c. The city shall have the right to set up at any building such devices as are necessary to conduct monitoring, sampling and/or dye testing of the facility's stormwater discharge.
- d. The city has the right to require the discharger to install monitoring equipment as necessary.
- e. Unreasonable delays in allowing the city access to a facility is a violation of this article.

f. If the city has been refused access to any part of the premises from which stormwater is discharged, and is able to demonstrate probable cause to believe that there may be a violation of this section, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the city may seek issuance of a search warrant from any court of competent jurisdiction.

Item 4.

(8) Suspension of storm sewer system access.

- a. Suspension due to illicit discharges in emergency situations. The city may, without prior notice, suspend storm sewer system discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm sewer system or waters of the state. If the violator fails to comply with a suspension order issued in an emergency, the city may take such steps as deemed necessary to prevent or minimize damage to the storm sewer system or waters of the state, or to minimize danger to persons.
- b. Suspension due to the detection of illicit discharge. Any person discharging to the storm sewer system in violation of this article may have their storm sewer system access terminated if such termination would abate or reduce an illicit discharge. A person commits an offense if the person reinstates storm sewer system access to premises terminated pursuant to this section, without the prior approval of the city.

(e) Site design.

(1) Applicability.

- a. A city approved stormwater pollution prevention plan (SWPPP) and stormwater permit shall be required prior to any construction or grading activity that meets any of the criteria immediately below, unless otherwise exempted in this section.
 1. Construction or grading activity involving between 5,000 square feet and one acre of land disturbance area. Construction or grading activity involving under 5,000 square feet of land disturbance shall only be required to submit a stormwater permit application (no SWPPP).
 2. When any land disturbance project proposes to disturb between 5,000 square feet and one acre of land area, a land alteration permit is required. Additionally, the applicant shall prepare a stormwater management plan which will be reviewed by the city engineer, or their designee to determine if permanent stormwater management is required.
 3. Any construction or grading activity, regardless of size, that the city determines is likely to cause an adverse impact to an environmentally sensitive area or other property.
- b. Construction or grading activity that is greater than or equal to one acre of land disturbance and is subject to NPDES construction stormwater general permit regulations is considered in compliance with this section with an approved NPDES coverage card. Applicant must submit a stormwater permit application to the city and provide proof of NPDES coverage and the approved SWPPP prior to construction. NPDES compliance shall be maintained through the duration of the

project. Instances of noncompliance with NPDES regulations are subject to the city's enforcement procedures described in subsection (h).

Item 4.

(2) Exemptions.

- a. The following activities shall be exempt from all of the requirements of this section:
 1. Emergency work necessary to protect life, limb, or property.
 2. Routine agricultural activity such as tilling, planting, harvesting, and associated activities. Other agricultural activities are not exempt including activities such as construction of structures.

(3) Stormwater permit review process.

- a. **Application review.** The applicant shall not commence any construction activity subject to this section until a permit (herein referred to as "stormwater permit") has been authorized by the city. As deemed necessary, a review of the stormwater permit application shall be done and the city will provide written notice within 15 business days of the receipt of a complete stormwater permit application from the applicant in accordance with Minn. Stat. § 15.99. The city will work with the necessary state, county, and local agencies to complete the review as appropriate. The city shall review the information in the stormwater permit application including proposed stormwater practices, hydrologic models, and design methodologies for compliance with this section. The city may require additional information, as necessary, prior to authorization of a permit.
- b. **Stormwater permit authorization.** The city may issue approval authorizing the project or activity. The approval shall be valid for one year. Approval will be in written or electronic format from the city to the applicant.
- c. **Stormwater permit denial.** If the city determines the application does not meet the requirements of this section the application will be denied. If the application is denied, the applicant will be notified of the denial in written or electronic format, including reasons for the denial. Once denied, a new application shall be resubmitted for approval before any activity may begin. All building permits shall be suspended until the applicant has an authorized stormwater permit.
- d. **Stormwater pollution prevention plan (SWPPP) information requirements.** The minimum information shown in the applicant's plan shall be consistent with the following:
 1. Plan shall meet the erosion, sediment, and waste control requirements in the most recent version of the NPDES construction stormwater general permit issued by the MPCA and shall include a fully completed application.
 2. The SWPPP shall be prepared by an individual who has received training by an accredited governmental agency, professional organization, or educational institution for and has working knowledge and experience in erosion prevention, sediment control, permanent stormwater management and the MN NPDES/SDS construction stormwater permit. This individual shall sign the SWPPP with a certification statement that the individual meets the requirements of this clause.
- e. **Modification of permitted plans.** The applicant must amend an approved plan to

include additional requirements such as additional or modified stormwater best management practices (BMPs) designed to correct problems whenever:

Item 4.

1. There is a change in design, construction, operation, maintenance, weather or seasonal conditions that has a significant effect on the discharge of pollutants to surface water or underground water.
2. Inspections or investigations by site operators, local, state or federal officials indicate the plans are not effective in eliminating or significantly minimizing the discharge of pollutants to surface water or underground water or that the discharges are causing water quality standard exceedances.
3. The plan is not achieving the general objectives of minimizing pollutants in stormwater discharges associated with the activity on the permitted site.

f. Stormwater permit completion. Before work under the stormwater permit is deemed complete:

1. The permittee must submit as-builts, a long-term maintenance plan and information demonstrating that the stormwater facilities conform to design specifications as deemed necessary by the city engineer or designee.
2. All soil disturbing activities at the site have been completed and all soils are stabilized by a uniform perennial vegetative cover with a density of 70 percent of its expected final growth density over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions.
3. A final certificate of occupancy has been provided by the city, as applicable according to the building permit issued for the development.

(4) Site design considerations.

a. Design process.

1. New and redevelopment projects that disturbs more than 5,000 square feet of land area shall be designed to incorporate erosion control and stormwater management features and to meet the minimum requirements outlined in the most recent version of the NPDES construction stormwater general permit.
2. Whenever possible, new development projects shall be designed using the better site design techniques of the current version of the Minnesota Stormwater Manual. Better site design involves techniques applied early in the design process to preserve natural areas, reduce impervious cover, distribute runoff and use pervious areas to more effectively treat stormwater runoff. Site design should address open space protection, impervious cover minimization, and runoff distribution and minimization, and runoff utilization.

(5) Inspections and maintenance.

- a. **Applicant responsibilities.** The applicant is responsible for inspections, maintenance, and record keeping during construction for all stormwater BMPs on
- b. **Right of entry.** The issuance of a stormwater permit, land alteration permit or NPDES construction stormwater general permit constitutes a right-of-entry for the

the site.

Item 4.

city or its agent to enter upon the construction site. The applicant shall allow city and their authorized representatives, upon presentation of credentials, to:

Item 4.

1. Enter upon the permitted site for the purpose of obtaining information, examination of records, conducting investigations or surveys;
 2. Bring such equipment upon the permitted development as is necessary to conduct such surveys and investigations;
 3. Examine and copy any books, papers, records, or memoranda pertaining to activities or records required to be kept under the terms and conditions of the applicable permit(s);
 4. Inspect the stormwater pollution control measures;
 5. Sample and monitor any items or activities pertaining to stormwater pollution control measures.
- c. City inspections. The city reserves the right to conduct inspections on a regular basis to ensure that both temporary and permanent stormwater management and erosion and sediment control measures are properly installed and maintained prior to construction, during construction, and at the completion of the project.

(6) Maintenance schedule.

- a. Generally. All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow access unless another time frame is specified below.
- b. Perimeter control devices. All perimeter control devices and inlet protection devices must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches one-half the height of the device. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access.
- c. Sedimentation basins. Temporary and permanent sedimentation basins must be drained and the sediment removed when the depth of the sediment collected in the basin reaches one-half the storage volume. Drainage and removal must be completed within 72 hours of discovery.
- d. Surface waters. The permittee must remove all deltas and sediment deposited in surface waters, including drainageways, catch basins, and other drainage systems. Areas where sediment removal results in exposed soil must be re-stabilized. The removal and stabilization must take place within seven days of discovery unless precluded by legal, regulatory, or physical access constraints. The permittee is responsible for contacting all local, regional, state, and federal authorities and receiving any applicable permits, prior to conducting any work in surface waters.
- e. Sediment tracking. All sediment that escapes the site or that is tracked onto paved surfaces must be removed within 12 hours of discovery.

(f) Post construction stormwater management.

- (1) The purpose of this section is to prevent or reduce water pollution within the city after construction has been completed. This section establishes standards for new

development, redevelopment, and linear construction projects in order to minimize the stormwater pollution, soil erosion, and sedimentation.

- (2) The applicant shall consider reducing the need for stormwater management performance standards by incorporating the use of natural topography and land cover. It shall also:
- a. Minimize impact to significant natural features;
 - b. Review the site for wetlands, wooded areas of significance, and rare and endangered species habitat. These areas should not be developed;
 - c. Minimize impervious surface coverage to the maximum extent practicable;
 - d. In designated shoreland areas the development shall meet the impervious surface requirements of the shoreland ordinance regardless of conveyance systems;
 - e. Volume control. Designer shall be required to provide soil boring analysis to determine the infiltration rate prior to approval of plans. The design shall meet the following requirements depending on the type of project in accordance with the MS4 NPDES permit:
 - 1. New development. For new, nonlinear developments that create one or more acres of new impervious surface on sites without restrictions, stormwater runoff volumes will be controlled and the post-construction runoff volume shall be retained on site for 1.1 inches of runoff from all impervious surfaces on the site;
 - 2. Redevelopment. Redevelopment projects (excluding linear projects), on sites without restrictions that create one or more acres of new and fully reconstructed impervious surfaces shall capture and retain on site 1.1 inches of runoff from the sum of the new and fully reconstructed impervious surface.
 - 3. Linear Projects. For linear projects, the water quality volume must be calculated as the larger of 1.1 inch times the new impervious surface or 0.55 inches times the sum of the new and the fully reconstructed impervious surface.
 - f. Rate control. For post-construction rate control modeling a minimum curve number of 84 shall be used on all disturbed/graded soil areas, due to soil compaction impacts, unless soil protection/compaction remediation specifications have been incorporated into the proposal (plan set, stormwater management plan, etc.) and are approved by the city engineer. Atlas 14 shall be used in all rate-control estimates.
 - 1. New construction. Projects shall have no increase in runoff from the predevelopment peak runoff rates for the two-, ten-, and 100-year 24-hour storm events.
 - 2. Redevelopment. Projects shall have no increase in runoff from the pre-project peak runoff rates for the two-, ten-, and 100-year 24-hour storm events.
 - g. Water quantity/flood control.
 - 1. The low building elevation shall be set to the higher of the following:
 - i. Where an effective base flood elevation (BFE) has been

established and is included in the city's FIRM, the low floor elevation adjacent to the surface water body shall be established in accordance with the city's floodplain ordinance. The ordinance establishes the regulatory flood protection elevation (low floor elevation) at not less than one foot above the BFE plus any increase due to encroachment of the floodway.

Item 4.

year/24-hour event as determined by a technical evaluation by a qualified engineer or hydrologist.

Item 4.

2. An emergency overflow shall be incorporated into the site design at or above the BFE or modeled high water level to convey a 100-year discharge away from buildings to the next downstream water body. Existing, natural or manmade emergency overflows shall be analyzed as part of the design process. The lowest opening shall be set at least 1.5 feet above the emergency overflow elevation of the adjacent water body, unless the analysis shows that adequate storage volume exists within the basin to provide a reasonable level of protection from potential flooding. Where a natural overflow does not exist, the designer shall consider the possibility of long duration events, such as multiple-year wet cycles and high runoff volume events (e.g., snowmelt events that last for many weeks) when evaluating high water elevations and outlets from landlocked basins.

h. Infiltration systems pose a risk of contaminating ground water; therefore they are prohibited when the system would be constructed in the following areas:

1. Discharges from vehicle fueling areas
2. Shallow bedrock and shallow water table
3. Discharges from industrial facilities where infiltration is prohibited
4. Sites where high levels of contaminants may be mobilized
5. Area with hydrologic soil group D soils
6. Areas near active karst
7. Areas within a Drinking Water Supply Management Area (DWSMA)
8. Areas in soils with very high infiltration rates
9. Areas in vulnerable groundwater areas

i. Treatment design sequencing for sites with restrictions (as found in the MIDS design sequence flowchart).

Applicant shall fully attempt to comply with the appropriate performance goals described above. Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site. If full compliance is not possible due to any of the factors listed below, the applicant must document the reason. If site constraints or restrictions limit the full treatment goal, the following treatment design sequence shall be followed:

Applicant shall document the treatment sequence starting with alternative #1. If alternative #1 cannot be met, then alternative #2 shall be analyzed. Applicants must document the specific reasons why alternative #1 cannot be met based on the factors listed below. If alternative #2 cannot be met then alternative #3 shall be met. Applicants must document the specific reasons why alternative #2 cannot be met based on the factors listed below. When all of the conditions are fulfilled within an alternative, this sequence is completed;

Volume reduction techniques considered shall include infiltration, reuse and rainwater harvesting, and canopy interception and evapotranspiration and/or additional techniques included in the MIDS calculator and the Minnesota

Higher priority shall be given to BMPs that include volume reduction. Secondary preference is to employ filtration techniques, followed by rate control BMPs. Factors to be considered for each alternative will include:

1. Karst geology;
2. Shallow bedrock;
3. High groundwater;
4. Hotspots or contaminated soils;
5. Drinking water source management areas or within 200 feet of drinking water well;
6. Zoning, setbacks or other land use requirements;

7. Excessive cost;
8. Poor soils (infiltration rates that are too low or too high, problematic urban soils).

Alternative #1:

Applicant attempts to comply with the following conditions:

1. Achieve at least 0.55-inch volume reduction from all impervious surfaces if the site is new development or from the new and/or fully reconstructed impervious surfaces for a redevelopment site;
2. Remove 75 percent of the annual TP load from all impervious surfaces if the site is new development or from the new and/or fully reconstructed impervious surfaces for a redevelopment site;
3. Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site.

Alternative #2:

Applicant attempts to comply with the following conditions:

1. Achieve volume reduction to the maximum extent practicable;
2. Remove 60 percent of the annual TP load from all impervious surfaces if the site is new development or from the new and/or fully reconstructed impervious surfaces for a redevelopment site;
3. Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site.

Alternative #3:

Off-site treatment—Mitigation equivalent to the performance of 1.1 inches of volume reduction for new development or redevelopment as described above in this section, (including banking or cash) can be performed off-site to protect the receiving water body. Off-site treatment shall be achieved in areas selected in the following order of preference:

1. Locations that yield benefits to the same receiving water that receives runoff from the original construction activity;
2. Locations within the same department of natural resource (DNR) catchment area as the original construction activity;
3. Locations within the next adjacent DNR catchment area upstream;
4. Locations anywhere within the community's jurisdiction.

Impervious surface area calculations shall include all disturbed/graded soil areas, due to soil compaction impacts, unless soil protection/compaction remediation specifications have been incorporated into the proposal (plan set, stormwater management plan, etc.) and are approved by the city engineer.

Designers shall be required to provide estimates of BMP-site specific infiltration rates to the city engineer for approval prior to site plan review. For information on estimation of infiltration rates, see the Minnesota Stormwater Manual (<http://stormwater.pca.state.mn.us>).

The MIDS design sequence flowchart can be found in the Minnesota Stormwater Manual : <http://stormwater.pca.state.mn.us/index.php/Flexible> treatment options.

All volume control practices and site design specifications shall conform to the current version of the Minnesota Stormwater Manual.

- j. **Exceptions:** A fully reconstructed site that is already being treated by a previously permitted and functional BMP may not necessitate additional stormwater runoff treatment for volume and rate control. Written permission from the City Engineer must be obtained prior to receiving this exemption.

(3) Storm sewer sizing.

- a. All stormwater sizing must be sized at a minimum to maintain predevelopment peak runoff rates for the ten-year, 24-hour storm event.
- b. Low areas must have an acceptable overland drainage route with the proper transfer capacity when the storm event is exceeded.
- c. All stormwater detention or retention facilities shall be designed to safely pass the 100-year, 24-hour event.

- (4) Better site design.** Whenever possible, projects shall be designed using better site design techniques early in the design process to preserve natural areas, reduce impervious cover, distribute runoff and use pervious area more effectively to treat stormwater runoff. The applicant shall attempt to limit the impervious surface of the developed site or subdivision by incorporating the following design considerations, consistent with zoning, subdivision, and PUD requirements:

a. Open space protection and restoration.

1. Maximizing open space while incorporating smaller lot sizes to conserve natural areas and reduce the amount of stormwater runoff generated at the site.
2. Conservation of natural vegetation wherever practical.
3. Reforestation.
4. Reestablishment of prairies and wetlands.
5. Increase buffers around streams, steep slopes, and wetlands to protect from flood damage and provide additional water quality treatment.

b. Reduction of impervious cover.

1. Reduce new impervious area through redevelopment of existing sites and use existing roadways, trails, etc.
2. Minimize street widths, parking space size, driveway length, sidewalk width.
3. Reduce impervious structure footprint.
4. Use shared parking facilities consistent with zoning requirements.
5. Install semi-permeable/permeable or porous paving.

c. Distribution and minimization of runoff.

- 1. Utilize vegetated areas for stormwater treatment.**
- 2. Look for vegetated areas that can filter sheet flow, removing sediment and**

other pollutants, and increasing the time of concentration.

3. Disconnect impervious areas by allowing runoff from small impervious areas to be directed to pervious areas where it can be infiltrated or filtered.
4. All runoff from downspouts, driveways and other impervious areas shall be directed to pervious surfaces, where feasible, or unless the applicant can demonstrate that the practice is likely to result in groundwater contamination.
5. Eliminate curb and gutter where practicable, and use vegetated swales or equivalent.
6. Encourage infiltration and soil storage of runoff through grass channels, soil compost amendment, vegetated swales, rain gardens, etc.
7. Plant vegetation that does not require irrigation beyond natural rainfall and runoff from site.

(5) *Regional ponding.* If the city determines the site is not suitable for on-site treatment, off-site stormwater management and associated fees may be established, provided that provisions are made to manage stormwater by an off-site facility, and provided that all of the following conditions for the off-site facility are met:

- a. The facility is in place or the city has knowledge of future regional ponding on site;
- b. The facility is designed and adequately sized to provide a level of stormwater control that at least meets the ordinance standards;
- c. The city is satisfied that the facility has a legally obligated entity responsible for its long-term operation and maintenance.

(6) *Accepted alternatives to stormwater pond treatments.* Alternative treatments may be installed and shall be reviewed and approved by the city. Alternative treatments are included but are not limited to those stated in the Minnesota Stormwater Manual.

(7) *Maintenance of private stormwater facilities.* All private stormwater facilities shall be maintained by the owner in proper condition consistent with the performance standards for which they were originally designed.

- a. All settled materials from sumps, grit chambers, and other devices, including settled solids, shall be removed and properly disposed of on an annual basis. One- to five-year waivers from this requirement may be granted by the city when the owner presents evidence that the facility has additional capacity to remove settled solids in accordance with the original design capacity.
- b. Ponds shall be inspected at least once every five years to determine if settled materials should be removed. Settled materials shall be removed and properly disposed of when the pond is no longer functioning at the original design capacity.
- c. A maintenance plan must be provided that defines who will conduct the maintenance, the type of maintenance and the maintenance intervals of a private stormwater facility before the facility is approved.
- d. All stormwater facilities must be designed to minimize the need for maintenance, to provide easy vehicle and personnel access for maintenance purposes, and be structurally sound. It shall be the responsibility of the applicant to obtain any necessary easements or other property interests to allow access to the facilities for inspection or maintenance.

- e. The city shall have the right to request and review inspection and maintenance records and shall have the right to perform an inspection of stormwater facilities at any time if the city has probable cause to believe that the facilities are not being properly maintained or inspected. A charge based on current wages will be assessed to the owner for any inspections or maintenance that needs to be performed.

(g) Fees. Fees associated with this section shall be set by a duly adopted resolution by city council.

(h) Inspections and enforcement.

- (1) *City inspections and enforcement.* The city may conduct inspections on a regular basis to monitor erosion and sediment control practices. In all cases the inspectors will attempt to work with the builder or developer to maintain proper erosion and sediment control at all sites. A charge based on current wages will be assessed for any inspections that are necessary. In cases where cooperation is withheld, construction stop work orders may be issued by the city until erosion and sediment control measures meet the requirements of this section.
- (2) *Construction stop order.* The city may issue construction stop orders until stormwater management measures meet specifications. A second stormwater management inspection must then be scheduled and passed before the final inspection will be done.
- (3) *Perimeter breach.* If stormwater management measures malfunction and breach the perimeter of the site, enter streets, other public areas, or water bodies, the applicant shall immediately notify the city and initiate corrective measures within 48 hours. If in the discretion of the city, the applicant does not repair the damage caused by the stormwater runoff, the city can do the remedial work required and charge the cost to the applicant.
- (4) *Actions to ensure compliance.* The city can take the following action in the event of a failure by applicant to meet the terms of this section:
 - a. Withhold inspections or issuance of final certificates or approvals.
 - b. Revoke any applicable permit issued by the city to the applicant.
 - c. Conduct remedial or corrective action on the development site or adjacent site affected by the failure.
 - d. Charge applicant for all costs associated with correcting the failure or mitigating damage from the failure. If payment is not made within 30 days, payment will be made from the applicant's financial securities.
 - e. Bring other actions against the applicant to recover costs of remediation or meeting the terms of this section, which are not covered by financial securities.
 - f. Any person, firm or corporation failing to comply with or violating any of these regulations, shall be deemed guilty of a misdemeanor and be subject to a fine of \$1,000.00 or imprisonment of 90 days or both. Each day that a separate violation exists shall constitute a separate offense.
- (5) *Financial securities.* The applicant shall provide security for the performance of the work described and delineated on the approved stormwater pollution prevention plan and related remedial work in an amount listed on the departmental fee schedule for each parcel of disturbed property. This amount shall apply to the maximum acreage of soil that will be simultaneously exposed during the project's construction. The form of the securities shall be one or a combination of the following to be determined by the city:

- a. Cash deposit.
- b. Securing deposit. Deposit, either with the city, a responsible escrow agent, or trust company, at the option of the city:

1. An irrevocable letter of credit or negotiable bonds of the kind approved for securing deposits of public money or other instruments of credit from one or more financial institutions, subject to regulation by the state and federal government wherein said financial institution pledges funds are on deposit and guaranteed for payment. The security deposit shall have an expiration date of not less than one year after approval of the stormwater permit.

This security shall save the city free and harmless from all suits or claims for damages resulting from the negligent grading, removal, placement or storage of rock, sand, gravel, soil or other like material within the city.

2. Blanket financial security deposit (for licensed contractors for multiple residential permits within a construction season.) Licensed contractors working within the city can provide a cash deposit or letter of credit, dated one year from the first application, to cover a permit. Upon completion of a parcel permit the contractor can transfer the letter of credit to another parcel permit. The contractor must notify the city of each new construction area by remitting an application. This financial security deposit will be held by the city until parcel work sites are substantially complete.

(6) *Maintaining the financial security.* If at any time during the course of the work this amount falls below 50 percent of the required deposit or the dated letter of credit expires, the developer shall make another deposit in the amount necessary to restore the cash deposit or letter of credit to the required amount. If the developer does not bring the financial security back up to the required amount within seven days after notification by the city that the amount has fallen below 50 percent of the required amount the city may:

- a. Withhold inspections. Withhold the scheduling of inspections and/or the issuance of a certificate of occupancy.
- b. Revocation of permits. Revoke any permit issued by the city to the applicant for the site in question or any other of the applicant's sites within the city's jurisdiction.

(7) *Proportional reduction of the financial security.* When more than one-third of the applicant's maximum exposed soil area achieves final stabilization, the city can reduce the total required amount of the financial security by one-third. When more than two-thirds of the applicant's maximum exposed soil area achieves final stabilization, the city can reduce the total required amount of the financial security to two-thirds of the initial amount. This reduction in financial security will be determined by the city staff.

(8) *Action against the financial security.* The city may access financial security for remediation actions if any of the conditions listed below exist. The city shall use the security to finance remedial work undertaken by the city, or a private contractor under contract to the city, and to reimburse the city for all direct cost incurred in the process of remedial work including, but not limited to, staff time and attorney's fees.

- a. Abandonment. The developer ceases land disturbing activities and/or filling and abandons the work site prior to completion of the grading plan.
- b. Failure to implement SWPPP. The developer fails to conform to the grading plan and/or the SWPPP as approved by the city.

- c. Failure to perform. The techniques utilized under the SWPPP fail within one year of installation.
- d. Failure to reimburse city. The developer fails to reimburse the city for corrective action taken.

(9) Emergency action. If circumstances exist such that noncompliance with this section poses an immediate danger to the public health, safety and welfare, as determined by the city, the city may take emergency preventative action. The city shall also take every reasonable action possible to contact and direct the applicant to take any necessary action. Any cost to the city may be recovered from the applicant's financial security.

(10) Returning the financial security. The security deposited for faithful performance of the SWPPP and any related remedial work shall be released after the completion of the installation of all stormwater pollution control measures as shown on the grading and/or the SWPPP and approval/acceptance of city staff.

(11) Notification of failure of the SWPPP. The city may notify the permit holder of the failure of the SWPPP's measures.

- a. Initial contact. The initial contact will be to the party or parties listed on the application and/or the SWPPP as contacts. Except during an emergency action, 48 hours after notification by the city of the failure of erosion control measures, or non-compliance of the permit, the city at its discretion, may begin corrective work. Such notification should be in writing, but if it is verbal, a written notification should follow as quickly as practical. If after making a good faith effort to notify the responsible party or parties, the city has been unable to establish contact, the city may proceed with corrective work. There are conditions when time is of the essence in controlling erosion. During such a condition the city may take immediate action, and then notify the applicant as soon as possible.
- b. Erosion off-site. If erosion breaches the perimeter of the site, the applicant shall immediately develop a cleanup and restoration plan, obtain the right-of-entry from the adjoining property owner, and implement the cleanup and restoration plan within 48 hours of obtaining the adjoining property owner's permission. In no case, unless written approval is received from the city, may more than seven calendar days go by without corrective action being taken. If in the discretion of the city, the permit holder does not repair the damage caused by the erosion, the city may do the remedial work required. When restoration to wetlands and other resources are required, the applicant should be required to work with the appropriate agency to ensure that the work is done properly.
- c. Erosion into streets, wetlands or water bodies. If eroded soils (including tracked soils from construction activities) enter or appear likely to enter streets, wetlands, or other water bodies, cleanup and repair shall be immediate. The applicant shall provide all traffic control and flagging required to protect the traveling public during the cleanup operations.
- d. Failure to do corrective work. When an applicant fails to conform to any provision of this policy within the time stipulated, the city may take the following actions.
 - 1. Issue a stop work order, withhold the scheduling of inspections, and/or the issuance of a certificate of occupancy.
 - 2. Revoke any permit issued by the city to the applicant for the site in question or any other of the applicant's sites within the city's jurisdiction.
 - 3. Correct the deficiency or hire a contractor to correct the deficiency. The

issuance of a permit constitutes a right-of-entry for the city or its contractor to enter upon the construction site for the purpose of correcting deficiencies in erosion control.

Item 4.

4. Require reimbursement to the city for all costs incurred in correcting stormwater pollution control deficiencies. If payment is not made within 30 days after costs are incurred by the city, payment will be made from the applicant's financial securities as described in subsection (8) above.
5. If there is an insufficient financial amount in the applicant's financial securities as described in subsection (8) above then the city may assess the remaining amount against the property. As a condition of the permit, the owner shall waive notice of any assessment hearing to be conducted by the city, concur that the benefit to the property exceeds the amount of the proposed assessment, and waive all rights by virtue of Minn. Stat. § 429.081 to challenge the amount or validity of assessment.

(12) Enforcement.

- a. **Penalties.** Any person, firm, or corporation failing to comply with or violating any of these regulations, may be deemed guilty of a misdemeanor and be subject to a \$1,000.00 fine or 90 days imprisonment or both. All land use and building permits must be suspended until the applicant has corrected the violation. Each day that a separate violation exists shall constitute a separate offense.

(13) Abrogation and greater restrictions. It is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this section imposes greater restrictions, the provisions of this section shall prevail. All other ordinances inconsistent with this section are hereby repealed to the extent of the inconsistency only.

In the event that there is a governing entity that has a more restrictive requirement, the more stringent requirement is required.

(Ord. No. 07-10-11, §§ A—G, 10-9-2007; Ord. No. 08-02-01, §§ A—G, 2-11-08; Ord. No. 09-04-03, §§ A—G, 4-27-2009; Ord. No. 10-04-03, 4-12-2010; Ord. No. 17-05-04, Exh. A, 5-8-2017)

Cross reference— Stormwater utility, § 70-201 et seq.

30-149 Stormwater Protection

(a) Statutory authorization. This section is adopted pursuant to the authorization and policies contained in Minn. Stat. chs. 103B, 105, 462, and 497, Minnesota Rules, parts 6120.2500–6120.3900, and Minnesota Rules chapters 8410 and 8420.

(b) Scope.

(1) The purpose of this article is to satisfy SWPPP obligations for a regulatory mechanism to control stormwater pollution and illegal discharges under the Small Municipal Separate Storm Sewer Systems General Permit. This section sets forth minimum requirements for stormwater management to diminish threats to public health, safety, public and private property and natural resources of the community by establishing standards that will:

- a) Protect life and property from dangers associated with flooding;
- b) Protect public and private property from damage resulting from runoff or erosion;
- c) Ensure site design minimizes the generation of stormwater and maximizes pervious areas for stormwater treatment;
- d) Promote regional stormwater management by watershed;
- e) Protect, maintain and/or restore water quality from nutrients, pathogens, toxics and debris;
- f) Promote infiltration and groundwater recharge;
- g) Promote water quality treatment for new development, redevelopment, and linear construction projects.

(2) No person shall develop any land for residential, commercial, industrial, or institutional uses without having provided the stormwater management measures set forth herein to control or manage runoff from such development. All water entering the storm drain system generated on any developed and undeveloped lands, unless explicitly exempted by the city, shall be protected from illegal disposal/discharge and illegal connections.

(3) A separate permit may be needed if the standards in this section are not incorporated into the review of other city permits.

(4) Except where a waiver is granted, any person, firm, sole proprietorship, partnership, corporation, state agency, or political subdivision proposing a land disturbing activity, requiring a land alteration or building permit within the city shall submit to the city for review and comment on the stormwater pollution prevention plan (SWPPP) and site plan. No land shall be disturbed until the plan is reviewed by the city and conforms to the standards set forth herein and applicable permits have been issued.

(5) The provisions of the waste controls and illicit discharge and inspections and enforcement subsections of this section apply to all areas within the city at all times.

(6) The definitions of terms in this section correspond to regulatory requirements in the most current version of the Small Municipal Separate Storm Sewer Systems General Permit.

- a) Animal: A dog, cat or other animal kept for amusement or companionship.
- b) Construction Activity: activities including clearing, grading, and excavating, that result in land disturbance of equal to or greater than one acre, including the disturbance of less than one acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one acre.
- c) Fully Reconstructed: Areas where impervious surfaces have been removed down to the underlying soils. Activities such as structure renovation, mill and overlay projects, and other pavement rehabilitation projects that do not expose the underlying soils beneath the structure, pavement, or activity are not considered fully reconstructed. Maintenance activities such as catch basin repair/replacement, utility repair/replacement, pipe repair/replacement, lighting, and pedestrian ramp improvements are not considered fully reconstructed.
- d) Immediately: at once, without delay.
- e) Linear Project: Construction of new or fully reconstructed roads, trails, sidewalks, or rail lines that are not part of a common plan of development or sale.
- f) Owner/Custodian: Any person who harbors, feeds, boards, possesses, keeps or has custody of an animal.
- g) Soil/defile: to make unclean from excrement
- h) Waste: solid matter expelled from the bowels of the pet; excrement

(c) Erosion and sediment control. Erosion and sediment control, at a minimum, shall meet the requirements and provisions defined in the most current Minnesota Pollution Control Agency (MPCA) National Pollution Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activities, also referred to as the NPDES construction permit.

(d) Waste controls and illicit discharge.

(1) Illegal disposal.

- a) No person shall throw, deposit, place, leave, maintain, or keep or permit to be thrown, placed, left, maintained or kept, any refuse, rubbish, garbage, or any other discarded or abandoned objects, articles, or accumulations, in or upon any street, alley, sidewalk, storm drain, inlet, catch basin conduit or drainage structure, business place, or upon any public or private plot of land in the city, so that the same might be or become a pollutant, except in containers, recycling bags, or other lawfully established waste disposal facility.
- b) No person shall intentionally dispose of grass, leaves, dirt, or other landscape debris into a water resource buffer, street, road, alley, catch basin, culvert, curb, gutter, inlet, ditch, natural watercourse, wetland, flood control channel, canal, storm drain or any fabricated natural conveyance.

(2) Illicit discharges and connections.

- a) No person shall cause any illicit discharge to enter the municipal stormwater system unless such discharge: (1) consists of non-stormwater that is authorized by an NPDES point source permit obtained from the MPCA; or (2) is associated with firefighting activities.

- b) No person shall use any illicit connection to intentionally convey non-stormwater to the city stormwater system.

(3) Good housekeeping provisions. Any owner or occupant of property within the city shall comply with the following good housekeeping requirements:

- a) No person shall leave, deposit, discharge, dump, or otherwise expose any chemical or septic waste in an area where discharge to streets, storm drain system, or waters of the state as defined by the MPCA, may occur. This section shall apply to both actual and potential discharges.
- b) Runoff of water from residential property shall be minimized to the maximum extent practicable. Runoff of water from the washing down of paved areas in commercial or industrial property is prohibited unless necessary for health or safety purposes and not in violation of any other provisions in city codes.
- c) Storage of materials, machinery, and equipment.
 1. Objects, such as motor vehicle parts, containing grease, oil or other hazardous substances, and unsealed receptacles containing hazardous materials, shall not be stored in areas susceptible to runoff or discharge to a stormwater system.
 2. Any machinery or equipment that is to be repaired or maintained in areas susceptible to runoff shall be placed in a confined area to contain or collect leaks, spills, or discharges without discharge to the stormwater system.
 3. Any storage of materials that are exposed to the environment such as; salt, salt/sand or sand, that are susceptible to runoff or discharge into a stormwater system, public or private, shall be covered in a manner that will eliminate the leeching of chemicals and/or sediment and must apply for stormwater permit for inspection and monitoring.
 - i. Designated salt storage areas must be located indoors or covered and on an impervious surface at any commercial, institutional, and non-NPDES permitted industrial facilities. Implementation of practices to reduce exposure when transferring material in designated salt storage areas (e.g., sweeping, diversions, and/or containment) must be performed at all facilities listed above.
- d) Debris and residue shall be removed, as noted below:
 1. All motor vehicle parking lots and private streets shall be swept, at a minimum of once a year in the spring to remove debris. Such debris shall be collected and properly disposed;
 2. Fuel and chemical residue or other types of potentially harmful material, such as animal waste, garbage or batteries, which is located in an area susceptible to runoff, shall be removed as soon as possible and disposed of properly. Household hazardous waste shall not be placed in a trash container.

(4) Animal Waste

- a) No owner or custodian of any animal shall cause or allow such animal to soil, defile or defecate on any public property or upon any street, sidewalk, public way, play area or common grounds owned jointly by the members of a homeowners' or condominium

association, or upon private property other than that of the owner, unless such owner immediately removes and disposes of all feces deposited by such animal in a sanitary manner.

- b) It is unlawful for any person owning, keeping or harboring an animal to cause or permit said animal to be on any public or private property, not owned or possessed by such person without having in his/her immediate possession a device for the removal of feces and depository for the transmission of excrement to a proper receptacle located on the property owned or possessed by such person.
- c) It is unlawful for any person in control of, causing or permitting any animal to be on any public or private property, if private property included add: not owned or possessed by such person to fail to remove feces left by such animal and dispose of it properly as described in section (d).
- d) Proper disposal of animal waste shall be limited to burial where lawfully permitted, flushing in the toilet, bagging for disposal in the owner or keeper's waste receptacle, and bagging for disposal in a waste receptacle designated for animal waste in a public park or park area.
- e) Disposal of animal waste in storm drains is prohibited.
- f) Disposal of animal waste in public compost is prohibited.
- g) The provisions of this section shall not apply to the ownership or use of any properly identified service animals, animals when used for police activities, or tracking animals when used by or with the permission of the appropriate authorities.
- h) Any peace officer or community service officer is responsible for issuing the citations.

(5) Industrial or construction activity discharges. Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit will be required in a form acceptable to the city prior to the allowing of discharges to the storm sewer system. All facilities that have stormwater discharges associated with industrial activity, including construction activity must adhere to the following guidelines:

- a) The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the storm sewer system or watercourses through the use of structural and non-structural BMPs.
- b) Any person responsible for a property or premises, which is, the source of an illicit discharge, shall be required to implement, at said person's expense, additional structural and non-structural BMPs to prevent the further discharge of pollutants to the storm sewer system. These BMPs shall be part of a stormwater pollution prevention plan (SWPPP) as necessary for compliance with requirements of the NPDES permit.

(6) Notification of spills. Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into the storm sewer system, or water of the state said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall

immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the city no later than the next business day.

(7) Access to buildings for inspection, monitoring and/or dye testing.

- a) The city shall be permitted to enter and inspect all buildings under this article as often as may be necessary to determine compliance with this article.
- b) Facility operators shall allow the city ready access to all parts of the premises for the purposes of inspection, sampling, dye testing, examination and copying of records that relate to the discharge of stormwater.
- c) The city shall have the right to set up at any building such devices as are necessary to conduct monitoring, sampling and/or dye testing of the facility's stormwater discharge.
- d) The city has the right to require the discharger to install monitoring equipment as necessary.
- e) Unreasonable delays in allowing the city access to a facility is a violation of this article.
- f) If the city has been refused access to any part of the premises from which stormwater is discharged, and is able to demonstrate probable cause to believe that there may be a violation of this section, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the city may seek issuance of a search warrant from any court of competent jurisdiction.

(8) Suspension of storm sewer system access.

- a) Suspension due to illicit discharges in emergency situations. The city may, without prior notice, suspend storm sewer system discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm sewer system or waters of the state. If the violator fails to comply with a suspension order issued in an emergency, the city may take such steps as deemed necessary to prevent or minimize damage to the storm sewer system or waters of the state, or to minimize danger to persons.
- b) Suspension due to the detection of illicit discharge. Any person discharging to the storm sewer system in violation of this article may have their storm sewer system access terminated if such termination would abate or reduce an illicit discharge. A person commits an offense if the person reinstates storm sewer system access to premises terminated pursuant to this section, without the prior approval of the city.

(e) Site design.

(1) Applicability.

- a) A city approved stormwater pollution prevention plan (SWPPP) and stormwater permit shall be required prior to any construction or grading activity that meets any of the criteria immediately below, unless otherwise exempted in this section.

1. Construction or grading activity involving between 5,000 square feet and one acre of land disturbance area. Construction or grading activity involving under 5,000 square feet of land disturbance shall only be required to submit a stormwater permit application (no SWPPP).
 2. When any land disturbance project proposes to disturb between 5,000 square feet and one acre of land area, a land alteration permit is required. Additionally, the applicant shall prepare a stormwater management plan which will be reviewed by the city engineer, or their designee to determine if permanent stormwater management is required.
 3. Any construction or grading activity, regardless of size, that the city determines is likely to cause an adverse impact to an environmentally sensitive area or other property.
- b) Construction or grading activity that is greater than or equal to one acre of land disturbance and is subject to NPDES construction stormwater general permit regulations is considered in compliance with this section with an approved NPDES coverage card. Applicant must submit a stormwater permit application to the city and provide proof of NPDES coverage and the approved SWPPP prior to construction. NPDES compliance shall be maintained through the duration of the project. Instances of noncompliance with NPDES regulations are subject to the city's enforcement procedures described in subsection (h).

(2) Exemptions.

- a) The following activities shall be exempt from all of the requirements of this section:
1. Emergency work necessary to protect life, limb, or property.
 2. Routine agricultural activity such as tilling, planting, harvesting, and associated activities. Other agricultural activities are not exempt including activities such as construction of structures.

(3) Stormwater permit review process.

- a) Application review. The applicant shall not commence any construction activity subject to this section until a permit (herein referred to as "stormwater permit") has been authorized by the city. As deemed necessary, a review of the stormwater permit application shall be done and the city will provide written notice within 15 business days of the receipt of a complete stormwater permit application from the applicant in accordance with Minn. Stat. § 15.99. The city will work with the necessary state, county, and local agencies to complete the review as appropriate. The city shall review the information in the stormwater permit application including proposed stormwater practices, hydrologic models, and design methodologies for compliance with this section. The city may require additional information, as necessary, prior to authorization of a permit.
- b) Stormwater permit authorization. The city may issue approval authorizing the project or activity. The approval shall be valid for one year. Approval will be in written or electronic format from the city to the applicant.

- c) Stormwater permit denial. If the city determines the application does not meet the requirements of this section the application will be denied. If the application is denied, the applicant will be notified of the denial in written or electronic format, including reasons for the denial. Once denied, a new application shall be resubmitted for approval before any activity may begin. All building permits shall be suspended until the applicant has an authorized stormwater permit.
 - d) Stormwater pollution prevention plan (SWPPP) information requirements. The minimum information shown in the applicant's plan shall be consistent with the following:
 - 1. Plan shall meet the erosion, sediment, and waste control requirements in the most recent version of the NPDES construction stormwater general permit issued by the MPCA and shall include a fully completed application.
 - 2. The SWPPP shall be prepared by an individual who has received training by an accredited governmental agency, professional organization, or educational institution for and has working knowledge and experience in erosion prevention, sediment control, permanent stormwater management and the MN NPDES/SDS construction stormwater permit. This individual shall sign the SWPPP with a certification statement that the individual meets the requirements of this clause.
 - e) Modification of permitted plans. The applicant must amend an approved plan to include additional requirements such as additional or modified stormwater best management practices (BMPs) designed to correct problems whenever:
 - 1. There is a change in design, construction, operation, maintenance, weather or seasonal conditions that has a significant effect on the discharge of pollutants to surface water or underground water.
 - 2. Inspections or investigations by site operators, local, state or federal officials indicate the plans are not effective in eliminating or significantly minimizing the discharge of pollutants to surface water or underground water or that the discharges are causing water quality standard exceedances.
 - 3. The plan is not achieving the general objectives of minimizing pollutants in stormwater discharges associated with the activity on the permitted site.
 - f) Stormwater permit completion. Before work under the stormwater permit is deemed complete:
 - 1. The permittee must submit as-builts, a long-term maintenance plan and information demonstrating that the stormwater facilities conform to design specifications as deemed necessary by the city engineer or designee.
 - 2. All soil disturbing activities at the site have been completed and all soils are stabilized by a uniform perennial vegetative cover with a density of 70 percent of its expected final growth density over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions.
 - 3. A final certificate of occupancy has been provided by the city, as applicable according to the building permit issued for the development.
- (4) Site design considerations.
- a) Design process.

1. New and redevelopment projects that disturbs more than 5,000 square feet of land area shall be designed to incorporate erosion control and stormwater management features and to meet the minimum requirements outlined in the most recent version of the NPDES construction stormwater general permit.
2. Whenever possible, new development projects shall be designed using the better site design techniques of the current version of the Minnesota Stormwater Manual. Better site design involves techniques applied early in the design process to preserve natural areas, reduce impervious cover, distribute runoff and use pervious areas to more effectively treat stormwater runoff. Site design should address open space protection, impervious cover minimization, and runoff distribution and minimization, and runoff utilization.

(5) Inspections and maintenance.

- a) Applicant responsibilities. The applicant is responsible for inspections, maintenance, and record keeping during construction for all stormwater BMPs on the site.
- b) Right of entry. The issuance of a stormwater permit, land alteration permit or NPDES construction stormwater general permit constitutes the right-of-entry for the city or its agent to enter upon the construction site. The applicant shall allow the city and their authorized representatives, upon presentation of credentials, to:
 1. Enter upon the permitted site for the purpose of obtaining information, examination of records, conducting investigations or surveys;
 2. Bring such equipment upon the permitted development as is necessary to conduct such surveys and investigations;
 3. Examine and copy any books, papers, records, or memoranda pertaining to activities or records required to be kept under the terms and conditions of the applicable permit(s);
 4. Inspect the stormwater pollution control measures;
 5. Sample and monitor any items or activities pertaining to stormwater pollution control measures.
- c) City inspections. The city reserves the right to conduct inspections on a regular basis to ensure that both temporary and permanent stormwater management and erosion and sediment control measures are properly installed and maintained prior to construction, during construction, and at the completion of the project.

(6) Maintenance schedule.

- a) Generally. All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow access unless another time frame is specified below.
- b) Perimeter control devices. All perimeter control devices and inlet protection devices must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches one-half the height of the device. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access.
- c) Sedimentation basins. Temporary and permanent sedimentation basins must be drained and the sediment removed when the depth of the sediment collected in the basin

reaches one-half the storage volume. Drainage and removal must be completed within 72 hours of discovery.

- d) Surface waters. The permittee must remove all deltas and sediment deposited in surface waters, including drainageways, catch basins, and other drainage systems. Areas where sediment removal results in exposed soil must be re-stabilized. The removal and stabilization must take place within seven days of discovery unless precluded by legal, regulatory, or physical access constraints. The permittee is responsible for contacting all local, regional, state, and federal authorities and receiving any applicable permits, prior to conducting any work in surface waters.
- e) Sediment tracking. All sediment that escapes the site or that is tracked onto paved surfaces must be removed within 12 hours of discovery.

(f) Post construction stormwater management.

(1) The purpose of this section is to prevent or reduce water pollution within the city after construction has been completed. This section establishes standards for new development, redevelopment, and linear construction projects in order to minimize the stormwater pollution, soil erosion, and sedimentation.

(2) The applicant shall consider reducing the need for stormwater management performance standards by incorporating the use of natural topography and land cover. It shall also:

- a) Minimize impact to significant natural features;
- b) Review the site for wetlands, wooded areas of significance, and rare and endangered species habitat. These areas should not be developed;
- c) Minimize impervious surface coverage to the maximum extent practicable;
- d) In designated shoreland areas the development shall meet the impervious surface requirements of the shoreland ordinance regardless of conveyance systems;
- e) Volume control. Designer shall be required to provide soil boring analysis to determine the infiltration rate prior to approval of plans. The design shall meet the following requirements depending on the type of project in accordance with the MS4 NPDES permit:
 1. New development. For new, nonlinear developments that create one or more acres of new impervious surface on sites without restrictions, stormwater runoff volumes will be controlled and the post-construction runoff volume shall be retained on site for 1.1 inches of runoff from all impervious surfaces on the site;
 2. Redevelopment. Redevelopment projects (excluding linear projects), on sites without restrictions that create one or more acres of new and fully reconstructed impervious surfaces shall capture and retain on site 1.1 inches of runoff from the sum of the new and fully reconstructed impervious surface.
 3. Linear Projects. For linear projects, the water quality volume must be calculated as the larger of 1.1 inch times the new impervious surface or 0.55 inches times the sum of the new and the fully reconstructed impervious surface.
- f) Rate control. For post-construction rate control modeling a minimum curve number of 84 shall be used on all disturbed/graded soil areas, due to soil compaction impacts, unless soil protection/compaction remediation specifications have been incorporated

into the proposal (plan set, stormwater management plan, etc.) and are approved by the city engineer. Atlas 14 shall be used in all rate-control estimates.

1. New construction. Projects shall have no increase in runoff from the predevelopment peak runoff rates for the two-, ten-, and 100-year 24-hour storm events.
 2. Redevelopment. Projects shall have no increase in runoff from the pre-project peak runoff rates for the two-, ten-, and 100-year 24-hour storm events.
- g) Water quantity/flood control.
1. The low building elevation shall be set to the higher of the following:
 - i. Where an effective base flood elevation (BFE) has been established and is included in the city's FIRM, the low floor elevation adjacent to the surface water body shall be established in accordance with the city's floodplain ordinance. The ordinance establishes the regulatory flood protection elevation (low floor elevation) at not less than one foot above the BFE plus any increase due to encroachment of the floodway.
 - ii. The low floor elevation shall be two feet or more above the 100-year/24-hour event as determined by a technical evaluation by a qualified engineer or hydrologist.
 2. An emergency overflow shall be incorporated into the site design at or above the BFE or modeled high water level to convey a 100-year discharge away from buildings to the next downstream water body. Existing, natural or manmade emergency overflows shall be analyzed as part of the design process. The lowest opening shall be set at least 1.5 feet above the emergency overflow elevation of the adjacent water body, unless the analysis shows that adequate storage volume exists within the basin to provide a reasonable level of protection from potential flooding. Where a natural overflow does not exist, the designer shall consider the possibility of long duration events, such as multiple-year wet cycles and high runoff volume events (e.g., snowmelt events that last for many weeks) when evaluating high water elevations and outlets from landlocked basins.
- h) Infiltration systems pose a risk of contaminating ground water; therefore they are prohibited when the system would be constructed in the following areas:
1. Discharges from vehicle fueling areas
 2. Shallow bedrock and shallow water table
 3. Discharges from industrial facilities where infiltration is prohibited
 4. Sites where high levels of contaminants may be mobilized
 5. Area with hydrologic soil group D soils
 6. Areas near active karst
 7. Areas within a Drinking Water Supply Management Area (DWSMA)
 8. Areas in soils with very high infiltration rates
 9. Areas in vulnerable groundwater areas
- i) Treatment design sequencing for sites with restrictions (as found in the MIDS design sequence flowchart).

Applicant shall fully attempt to comply with the appropriate performance goals described above. Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site. If full compliance is not possible due to any of the factors listed below, the applicant must document the reason. If site constraints or restrictions limit the full treatment goal, the following treatment design sequence shall be followed:

Applicant shall document the treatment sequence starting with alternative #1. If alternative #1 cannot be met, then alternative #2 shall be analyzed. Applicants must document the specific reasons why alternative #1 cannot be met based on the factors listed below. If alternative #2 cannot be met then alternative #3 shall be met. Applicants must document the specific reasons why alternative #2 cannot be met based on the factors listed below. When all of the conditions are fulfilled within an alternative, this sequence is completed;

Volume reduction techniques considered shall include infiltration, reuse and rainwater harvesting, and canopy interception and evapotranspiration and/or additional techniques included in the MIDS calculator and the Minnesota Stormwater Manual;

Higher priority shall be given to BMPs that include volume reduction. Secondary preference is to employ filtration techniques, followed by rate control BMPs. Factors to be considered for each alternative will include:

1. Karst geology;
2. Shallow bedrock;
3. High groundwater;
4. Hotspots or contaminated soils;
5. Drinking water source management areas or within 200 feet of drinking water well;
6. Zoning, setbacks or other land use requirements;
7. Excessive cost;
8. Poor soils (infiltration rates that are too low or too high, problematic urban soils).

Alternative #1:

Applicant attempts to comply with the following conditions:

1. Achieve at least 0.55-inch volume reduction from all impervious surfaces if the site is new development or from the new and/or fully reconstructed impervious surfaces for a redevelopment site;
2. Remove 75 percent of the annual TP load from all impervious surfaces if the site is new development or from the new and/or fully reconstructed impervious surfaces for a redevelopment site;
3. Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site.

Alternative #2:

Applicant attempts to comply with the following conditions:

1. Achieve volume reduction to the maximum extent practicable;
2. Remove 60 percent of the annual TP load from all impervious surfaces if the site is new development or from the new and/or fully reconstructed impervious surfaces for a redevelopment site;
3. Options considered and presented shall examine the merits of relocating project elements to address, varying soil conditions and other constraints across the site.

Alternative #3:

Off-site treatment—Mitigation equivalent to the performance of 1.1 inches of volume reduction for new development or redevelopment as described above in this section, (including banking or cash) can be performed off-site to protect the receiving water body. Off-site treatment shall be achieved in areas selected in the following order of preference:

1. Locations that yield benefits to the same receiving water that receives runoff from the original construction activity;
2. Locations within the same department of natural resource (DNR) catchment area as the original construction activity;
3. Locations within the next adjacent DNR catchment area upstream;
4. Locations anywhere within the community's jurisdiction.

Impervious surface area calculations shall include all disturbed/graded soil areas, due to soil compaction impacts, unless soil protection/compaction remediation specifications have been incorporated into the proposal (plan set, stormwater management plan, etc.) and are approved by the city engineer.

Designers shall be required to provide estimates of BMP-site specific infiltration rates to the city engineer for approval prior to site plan review. For information on estimation of infiltration rates, see the Minnesota Stormwater Manual (<http://stormwater.pca.state.mn.us>).

The MIDS design sequence flowchart can be found in the Minnesota Stormwater Manual: [http://stormwater.pca.state.mn.us/index.php/Flexible treatment options](http://stormwater.pca.state.mn.us/index.php/Flexible%20treatment%20options).

All volume control practices and site design specifications shall conform to the current version of the Minnesota Stormwater Manual.

- j) Exceptions: A fully reconstructed site that is already being treated by a previously permitted and functional BMP may not necessitate additional stormwater runoff treatment for volume and rate control. Written permission from the City Engineer must be obtained prior to receiving this exemption.

(3) Storm sewer sizing.

- a) All stormwater sizing must be sized at a minimum to maintain predevelopment peak runoff rates for the ten-year, 24-hour storm event.
- b) Low areas must have an acceptable overland drainage route with the proper transfer capacity when the storm event is exceeded.

- c) All stormwater detention or retention facilities shall be designed to safely pass the 100-year, 24-hour event.

(4) Better site design. Whenever possible, projects shall be designed using better site design techniques early in the design process to preserve natural areas, reduce impervious cover, distribute runoff and use pervious area more effectively to treat stormwater runoff. The applicant shall attempt to limit the impervious surface of the developed site or subdivision by incorporating the following design considerations, consistent with zoning, subdivision, and PUD requirements:

- a) Open space protection and restoration.
 - 1. Maximizing open space while incorporating smaller lot sizes to conserve natural areas and reduce the amount of stormwater runoff generated at the site.
 - 2. Conservation of natural vegetation wherever practical.
 - 3. Reforestation.
 - 4. Reestablishment of prairies and wetlands.
 - 5. Increase buffers around streams, steep slopes, and wetlands to protect from flood damage and provide additional water quality treatment.
- b) Reduction of impervious cover.
 - 1. Reduce new impervious area through redevelopment of existing sites and use existing roadways, trails, etc.
 - 2. Minimize street widths, parking space size, driveway length, sidewalk width.
 - 3. Reduce impervious structure footprint.
 - 4. Use shared parking facilities consistent with zoning requirements.
 - 5. Install semi-permeable/permeable or porous paving.
- c) Distribution and minimization of runoff.
 - 1. Utilize vegetated areas for stormwater treatment.
 - 2. Look for vegetated areas that can filter sheet flow, removing sediment and other pollutants, and increasing the time of concentration.
 - 3. Disconnect impervious areas by allowing runoff from small impervious areas to be directed to pervious areas where it can be infiltrated or filtered.
 - 4. All runoff from downspouts, driveways and other impervious areas shall be directed to pervious surfaces, where feasible, or unless the applicant can demonstrate that the practice is likely to result in groundwater contamination.
 - 5. Eliminate curb and gutter where practicable, and use vegetated swales or equivalent.
 - 6. Encourage infiltration and soil storage of runoff through grass channels, soil compost amendment, vegetated swales, rain gardens, etc.
 - 7. Plant vegetation that does not require irrigation beyond natural rainfall and runoff from site.

(5) Regional ponding. If the city determines the site is not suitable for on-site treatment, off-site stormwater management and associated fees may be established, provided that provisions are made to manage stormwater by an off-site facility, and provided that all of the following conditions for the off-site facility are met:

- a) The facility is in place or the city has knowledge of future regional ponding on site;
- b) The facility is designed and adequately sized to provide a level of stormwater control that at least meets the ordinance standards;
- c) The city is satisfied that the facility has a legally obligated entity responsible for its long-term operation and maintenance.

(6) Accepted alternatives to stormwater pond treatments. Alternative treatments may be installed and shall be reviewed and approved by the city. Alternative treatments are included but are not limited to those stated in the Minnesota Stormwater Manual.

(7) Maintenance of private stormwater facilities. All private stormwater facilities shall be maintained by the owner in proper condition consistent with the performance standards for which they were originally designed.

- a) All settled materials from sumps, grit chambers, and other devices, including settled solids, shall be removed and properly disposed of on an annual basis. One- to five-year waivers from this requirement may be granted by the city when the owner presents evidence that the facility has additional capacity to remove settled solids in accordance with the original design capacity.
- b) Ponds shall be inspected at least once every five years to determine if settled materials should be removed. Settled materials shall be removed and properly disposed of when the pond is no longer functioning at the original design capacity.
- c) A maintenance plan must be provided that defines who will conduct the maintenance, the type of maintenance and the maintenance intervals of a private stormwater facility before the facility is approved.
- d) All stormwater facilities must be designed to minimize the need for maintenance, to provide easy vehicle and personnel access for maintenance purposes, and be structurally sound. It shall be the responsibility of the applicant to obtain any necessary easements or other property interests to allow access to the facilities for inspection or maintenance.
- e) The city shall have the right to request and review inspection and maintenance records and shall have the right to perform an inspection of stormwater facilities at any time if the city has probable cause to believe that the facilities are not being properly maintained or inspected. A charge based on current wages will be assessed to the owner for any inspections or maintenance that needs to be performed.

(g) Fees. Fees associated with this section shall be set by a duly adopted resolution by city council.

(h) Inspections and enforcement.

(1) City inspections and enforcement. The city may conduct inspections on a regular basis to monitor erosion and sediment control practices. In all cases the inspectors will attempt to work with the builder or developer to maintain proper erosion and sediment control at all sites. A charge based on current wages will be assessed for any inspections that are necessary. In cases where cooperation is withheld, construction stop work orders may be issued by the city until erosion and sediment control measures meet the requirements of this section.

(2) Construction stop order. The city may issue construction stop orders until stormwater management measures meet specifications. A second stormwater management inspection must then be scheduled and passed before the final inspection will be done.

(3) Perimeter breach. If stormwater management measures malfunction and breach the perimeter of the site, enter streets, other public areas, or water bodies, the applicant shall immediately notify the city and initiate corrective measures within 48 hours. If in the discretion of the city, the applicant does not repair the damage caused by the stormwater runoff, the city can do the remedial work required and charge the cost to the applicant.

(4) Actions to ensure compliance. The city can take the following action in the event of a failure by applicant to meet the terms of this section:

- a) Withhold inspections or issuance of final certificates or approvals.
- b) Revoke any applicable permit issued by the city to the applicant.
- c) Conduct remedial or corrective action on the development site or adjacent site affected by the failure.
- d) Charge applicant for all costs associated with correcting the failure or mitigating damage from the failure. If payment is not made within 30 days, payment will be made from the applicant's financial securities.
- e) Bring other actions against the applicant to recover costs of remediation or meeting the terms of this section, which are not covered by financial securities.
- f) Any person, firm or corporation failing to comply with or violating any of these regulations, shall be deemed guilty of a misdemeanor and be subject to a fine of \$1,000.00 or imprisonment of 90 days or both. Each day that a separate violation exists shall constitute a separate offense.

(5) Financial securities. The applicant shall provide security for the performance of the work described and delineated on the approved stormwater pollution prevention plan and related remedial work in an amount listed on the departmental fee schedule for each parcel of disturbed property. This amount shall apply to the maximum acreage of soil that will be simultaneously exposed during the project's construction. The form of the securities shall be one or a combination of the following to be determined by the city:

- a) Cash deposit.
- b) Securing deposit. Deposit, either with the city, a responsible escrow agent, or trust company, at the option of the city:
 1. An irrevocable letter of credit or negotiable bonds of the kind approved for securing deposits of public money or other instruments of credit from one or more financial institutions, subject to regulation by the state and federal government wherein said financial institution pledges funds are on deposit and guaranteed for payment. The security deposit shall have an expiration date of not less than one year after approval of the stormwater permit.
 2. This security shall save the city free and harmless from all suits or claims for damages resulting from the negligent grading, removal, placement or storage of rock, sand, gravel, soil or other like material within the city.

3. Blanket financial security deposit (for licensed contractors for multiple residential permits within a construction season.) Licensed contractors working within the city can provide a cash deposit or letter of credit, dated one year from the first application, to cover a permit. Upon completion of a parcel permit the contractor can transfer the letter of credit to another parcel permit. The contractor must notify the city of each new construction area by remitting an application. This financial security deposit will be held by the city until parcel work sites are substantially complete.

(6) Maintaining the financial security. If at any time during the course of the work this amount falls below 50 percent of the required deposit or the dated letter of credit expires, the developer shall make another deposit in the amount necessary to restore the cash deposit or letter of credit to the required amount. If the developer does not bring the financial security back up to the required amount within seven days after notification by the city that the amount has fallen below 50 percent of the required amount the city may:

- a) Withhold inspections. Withhold the scheduling of inspections and/or the issuance of a certificate of occupancy.
- b) Revocation of permits. Revoke any permit issued by the city to the applicant for the site in question or any other of the applicant's sites within the city's jurisdiction.

(7) Proportional reduction of the financial security. When more than one-third of the applicant's maximum exposed soil area achieves final stabilization, the city can reduce the total required amount of the financial security by one-third. When more than two-thirds of the applicant's maximum exposed soil area achieves final stabilization, the city can reduce the total required amount of the financial security to two-thirds of the initial amount. This reduction in financial security will be determined by the city staff.

(8) Action against the financial security. The city may access financial security for remediation actions if any of the conditions listed below exist. The city shall use the security to finance remedial work undertaken by the city, or a private contractor under contract to the city, and to reimburse the city for all direct cost incurred in the process of remedial work including, but not limited to, staff time and attorney's fees.

- a) Abandonment. The developer ceases land disturbing activities and/or filling and abandons the work site prior to completion of the grading plan.
- b) Failure to implement SWPPP. The developer fails to conform to the grading plan and/or the SWPPP as approved by the city.
- c) Failure to perform. The techniques utilized under the SWPPP fail within one year of installation.
- d) Failure to reimburse city. The developer fails to reimburse the city for corrective action taken.

(9) Emergency action. If circumstances exist such that noncompliance with this section poses an immediate danger to the public health, safety and welfare, as determined by the city, the city may take emergency preventative action. The city shall also take every reasonable action

possible to contact and direct the applicant to take any necessary action. Any cost to the city may be recovered from the applicant's financial security.

(10) Returning the financial security. The security deposited for faithful performance of the SWPPP and any related remedial work shall be released after the completion of the installation of all stormwater pollution control measures as shown on the grading and/or the SWPPP and approval/acceptance of city staff.

(11) Notification of failure of the SWPPP. The city may notify the permit holder of the failure of the SWPPP's measures.

- a) Initial contact. The initial contact will be to the party or parties listed on the application and/or the SWPPP as contacts. Except during an emergency action, 48 hours after notification by the city of the failure of erosion control measures, or non-compliance of the permit, the city at its discretion, may begin corrective work. Such notification should be in writing, but if it is verbal, a written notification should follow as quickly as practical. If after making a good faith effort to notify the responsible party or parties, the city has been unable to establish contact, the city may proceed with corrective work. There are conditions when time is of the essence in controlling erosion. During such a condition the city may take immediate action, and then notify the applicant as soon as possible.
- b) Erosion off-site. If erosion breaches the perimeter of the site, the applicant shall immediately develop a cleanup and restoration plan, obtain the right-of-entry from the adjoining property owner, and implement the cleanup and restoration plan within 48 hours of obtaining the adjoining property owner's permission. In no case, unless written approval is received from the city, may more than seven calendar days go by without corrective action being taken. If in the discretion of the city, the permit holder does not repair the damage caused by the erosion, the city may do the remedial work required. When restoration to wetlands and other resources are required, the applicant should be required to work with the appropriate agency to ensure that the work is done properly.
- c) Erosion into streets, wetlands or water bodies. If eroded soils (including tracked soils from construction activities) enter or appear likely to enter streets, wetlands, or other water bodies, cleanup and repair shall be immediate. The applicant shall provide all traffic control and flagging required to protect the traveling public during the cleanup operations.
- d) Failure to do corrective work. When an applicant fails to conform to any provision of this policy within the time stipulated, the city may take the following actions.
 1. Issue a stop work order, withhold the scheduling of inspections, and/or the issuance of a certificate of occupancy.
 2. Revoke any permit issued by the city to the applicant for the site in question or any other of the applicant's sites within the city's jurisdiction.
 3. Correct the deficiency or hire a contractor to correct the deficiency. The issuance of a permit constitutes a right-of-entry for the city or its contractor to enter upon the construction site for the purpose of correcting deficiencies in erosion control.
 4. Require reimbursement to the city for all costs incurred in correcting stormwater pollution control deficiencies. If payment is not made within 30 days after costs are

incurred by the city, payment will be made from the applicant's financial securities as described in subsection (8) above.

5. If there is an insufficient financial amount in the applicant's financial securities as described in subsection (8) above then the city may assess the remaining amount against the property. As a condition of the permit, the owner shall waive notice of any assessment hearing to be conducted by the city, concur that the benefit to the property exceeds the amount of the proposed assessment, and waive all rights by virtue of Minn. Stat. § 429.081 to challenge the amount or validity of assessment.

(12) Enforcement.

- a) Penalties. Any person, firm, or corporation failing to comply with or violating any of these regulations, may be deemed guilty of a misdemeanor and be subject to a \$1,000.00 fine or 90 days imprisonment or both. All land use and building permits must be suspended until the applicant has corrected the violation. Each day that a separate violation exists shall constitute a separate offense.

(13) Abrogation and greater restrictions. It is not intended to repeal, abrogate, or impair any existing easements, covenants, or deed restrictions. However, where this section imposes greater restrictions, the provisions of this section shall prevail. All other ordinances inconsistent with this section are hereby repealed to the extent of the inconsistency only.

In the event that there is a governing entity that has a more restrictive requirement, the more stringent requirement is required.

(Ord. No. 07-10-11, §§ A—G, 10-9-2007; Ord. No. 08-02-01, §§ A—G, 2-11-08; Ord. No. 09-04-03, §§ A — G, 4-27-2009; Ord. No. 10-04-03, 4-12-2010; Ord. No. 17-05-04, Exh. A, 5-8-2017)

Cross reference— Stormwater utility, § 70-201 et seq.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 13, 2023

AGENDA ITEM: Consider approving a professional auditing services contract for 2024-2028 with CLA (Clifton Larson Allen) LLP for the City of Grand Rapids.

PREPARED BY: Barb Baird

BACKGROUND:

The City of Grand Rapids (City) and the Grand Rapids Public Utilities (GRPU) finance teams previously discussed the advantages of utilizing one auditing firm for both the City and GRPU. One audit firm will produce auditing efficiencies and coordination for the City and GRPU required annual audits of financial statements and be less costly. The City and GRPU auditing contracts ended with the 2022 audited financial statements preparation and presentation in early 2023 giving an opportunity to enter into the market with a request for professional auditing services.

On September 5, 2023 a joint request for proposal for professional auditing services was sent to ten very qualified auditing firms including both current City and GRPU auditing firms. The City and GRPU received four qualified responses. The City and GRPU finance teams ranked the four audit firm responses using a matrix which included (1) response to the request for proposal; (2) hours allocated by audit team members; and (3) price.

The four auditing firm responses were comparable, and it was decided to interview CLA as their audit team hours allocated of 450 for the City and 215 for the GRPU were more than prior audit team hours and the price was less than the City and GRPU prior auditing firms.

City and GRPU audit team members interviewed CLA audit team members on September 28, 2023 with a prepared list of questions. The City and GRPU finance teams are recommending CLA, LLP.

The audit fees for 2024 audit are \$62,318 plus \$4,400 for the federal single audit, if required. Fees for 2025-2028 are listed in the attached statement of work – audit services.

REQUESTED COUNCIL ACTION:

Make a motion approving a five-year professional services contract with CLA for the City of Grand Rapids for professional auditing services contract for the fiscal years 2024-2028. The fees for 2024 audit are \$62,318 plus \$4,400 for the federal single audit, if required for year 2025 \$65,100 plus \$4,800 for single audit, 2026 \$68,250 plus \$5,000 for single audit, 2027 \$72,450 plus \$5,400 for single audit and 2028 \$78,225 plus \$5,750 for single audit. Authorize the Mayor and City Administrator to sign the master agreement.



Statement of Work - Audit Services

September 29, 2023

This document constitutes a statement of work ("SOW") under the master service agreement ("MSA") dated September 29, 2023, or superseding MSA, made by and between CliftonLarsonAllen LLP ("CLA," "we," "us," and "our") and City of Grand Rapids ("you," "your," or "the entity"). We are pleased to confirm our understanding of the terms and objectives of our engagement and the nature and limitations of the services CLA will provide for the entity as of and for the years ended December 31, 2024 through December 31, 2028.

Mary L Reedy is responsible for the performance of the audit engagement.

Scope of audit services

We will audit the financial statements of the governmental activities, the business-type activities, the aggregate discretely presented component unit, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements of City of Grand Rapids, and the related notes to the financial statements as of and for the years ended December 31, 2024 through December 31, 2028.

The Governmental Accounting Standards Board (GASB) provides for certain required supplementary information (RSI) to accompany the entity's basic financial statements.

The RSI will be subjected to certain limited procedures, but will not be audited.

We will also evaluate and report on the presentation of the supplementary information other than RSI accompanying the financial statements in relation to the financial statements as a whole.

Nonaudit services

We will also provide the following nonaudit services:

- Preparation of your financial statements and the related notes.
- Preparation of the required supplementary information (RSI).
- Preparation of the supplementary information.
- Preparation of depreciation schedules, if necessary.

- Preparation of schedule of federal awards.
- Preparation of GASB 87 Lease Tool
- Preparation of GASB 96 SBITA Tool

Audit objectives

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS) will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Our audit will be conducted in accordance with U.S. GAAS; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards require us to be independent of the entity and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. Our audit will include tests of your accounting records, a determination of major program(s) in accordance with the Uniform Guidance, and other procedures we consider necessary to enable us to express opinions and render the required reports.

We will apply certain limited procedures to the RSI in accordance with U.S. GAAS. However, we will not express an opinion or provide any assurance on the RSI because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. We will also perform procedures to enable us to express an opinion on whether the supplementary information (as identified above) other than RSI accompanying the financial statements is fairly stated, in all material respects, in relation to the financial statements as a whole.

The objectives of our audit also include:

- Reporting on internal control over financial reporting and on compliance with the provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Reporting on internal control over compliance related to major programs and expressing an opinion (or disclaimer of opinion) on compliance with federal statutes, regulations, and the terms and conditions of federal awards that could have a direct and material effect on each major program in accordance with the Uniform Guidance.

~~Government Auditing Standards~~ report on internal control over financial reporting and on compliance with other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Both reports will state that the report is not suitable for any other purpose.

We will issue written reports upon completion of our audit of your financial statements and compliance with requirements applicable to major programs.

Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph to our auditors' report, or if necessary, withdraw from the engagement. If our opinions on the financial statements or compliance are other than unmodified, we will discuss the reasons with you in advance. If circumstances occur related to the condition of your records, the availability of sufficient, appropriate audit evidence, or the existence of a significant risk of material misstatement of the financial statements or material noncompliance caused by error, fraudulent financial reporting, or misappropriation of assets, which in our professional judgment prevent us from completing the audit or forming an opinion on the financial statements or an opinion on compliance, we retain the right to take any course of action permitted by professional standards, including declining to express opinions or issue reports, or withdrawing from the engagement.

As part of our audit, we will also perform the procedures and provide the report required by the Minnesota Legal Compliance Audit Guide for Political Subdivisions.

It is our understanding that our auditors' report will be included in your annual report which is comprised of the financial statements and that your annual report will be issued by June 30, 2025. Our responsibility for other information included in your annual report does not extend beyond the financial information identified in our opinion on the financial statements. We have no responsibility for determining whether such other information is properly stated and do not have an obligation to perform any procedures to corroborate other information contained in your annual report. We are required by professional standards to read the other information and consider whether a material inconsistency exists between the other information and the financial statements because the credibility of the financial statements and our auditors' report thereon may be undermined by material inconsistencies between the audited financial statements and other information. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Auditor responsibilities, procedures, and limitations

We will conduct our audit in accordance with U.S. GAAS, the standards for financial audits contained in *Government Auditing Standards*, and the Uniform Guidance.

Those standards require that we exercise professional judgment and maintain professional skepticism throughout the planning and performance of the audit. As part of our audit, we will:

- Identify and assess the risks of material misstatement of the financial statements and material noncompliance, whether due to fraud or error, design and perform audit procedures responsive to those risks, and evaluate whether audit evidence obtained is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement or a material noncompliance resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the amounts and disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on our evaluation of audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for a reasonable period of time.

Although our audit planning has not been concluded and modifications may be made, we have identified the following significant risk(s) of material misstatement as part of our audit planning:

- Management override of controls
- Improper revenue recognition

There is an unavoidable risk, because of the inherent limitations of an audit, together with the inherent limitations of internal control, that some material misstatements or noncompliance may not be detected, even though the audit is properly planned and performed in accordance with U.S. GAAS, *Government Auditing Standards*, and the Uniform Guidance. Because we will not perform a detailed examination of all transactions, material misstatements, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity, may not be detected. Because the determination of waste and abuse is subjective, *Government Auditing Standards* do not require auditors to perform specific procedures to detect waste or abuse in financial audits nor do they expect auditors to provide reasonable assurance of detecting waste or abuse.

In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or on

major programs. However, we will inform the appropriate level of management and those charged with governance of any material errors, fraudulent financial reporting, or misappropriation of assets that come to our attention. We will also inform the appropriate level of management and those charged with governance of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. We will include such matters in the reports required for a single audit.

Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting fraud or errors that are material to the financial statements and to preventing and detecting misstatements resulting from noncompliance with provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance.

An audit is not designed to provide assurance on internal control or to identify deficiencies, significant deficiencies, or material weaknesses in internal control. However, we will communicate to you in writing significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we identify during the audit that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the entity's compliance with the provisions of laws, regulations, contracts, and grant agreements that have a material effect on the financial statements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

We will include in our report on internal control over financial reporting and on compliance relevant information about any identified or suspected instances of fraud and any identified or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements that may have occurred that are required to be communicated under *Government Auditing Standards*.

The Uniform Guidance requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal statutes, regulations, and the terms and conditions of federal awards that may have a direct and material effect on each of the entity's major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the "OMB Compliance Supplement" for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs. The purpose of these procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance.

We will evaluate the presentation of the schedule of expenditures of federal awards accompanying the financial statements in relation to the financial statements as a whole. We will make certain inquiries of management and evaluate the form, content, and methods of preparing the schedule to determine whether the information complies with U.S. GAAP and the Uniform Guidance, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We will compare and reconcile the schedule to the underlying accounting records and other records used to prepare the financial statements or to the financial statements themselves.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Management responsibilities

Our audit will be conducted on the basis that you (management and, when appropriate, those charged with governance) acknowledge and understand that you have certain responsibilities that are fundamental to the conduct of an audit.

You are responsible for the preparation and fair presentation of the financial statements, RSI, and the schedule of expenditures of federal awards in accordance with U.S. GAAP. Management is also responsible for identifying all federal awards received, understanding and complying with the compliance requirements, and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received) in accordance with the requirements of the Uniform Guidance.

Management's responsibilities include the selection and application of accounting principles; recording and reflecting all transactions in the financial statements; determining the reasonableness of significant accounting estimates included in the financial statements; adjusting the financial statements to correct material misstatements; and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the entity's ability to continue as a going concern for 12 months beyond the financial statement date.

Management is responsible for compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs. Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

You are responsible for the design, implementation, and maintenance of effective internal control, including internal control over compliance, relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including evaluating and monitoring ongoing activities and safeguarding assets to help ensure that appropriate goals and objectives are met; and that there is reasonable assurance that government programs are administered in compliance with compliance requirements.

You are responsible for the design, implementation, and maintenance of internal controls to prevent and detect fraud; assessing the risk that the financial statements may be materially misstated as a result of fraud; and for informing us about all known or suspected fraud affecting the entity involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the entity received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for implementing systems designed to achieve compliance with applicable laws and regulations and the provisions of contracts and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; identifying and ensuring that the entity complies with applicable laws, regulations, contracts, and grant agreements, including compliance with federal statutes, regulations, and the terms and conditions of federal awards applicable to the entity's federal programs; and informing us of all instances of identified or suspected noncompliance whose effects on the financial statements should be considered.

You are responsible for taking timely and appropriate steps to remedy any fraud; noncompliance with provisions of laws, regulations, contracts, or grant agreements; or abuse that we may report. Additionally, as required by the Uniform Guidance, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified, including noncompliance identified in audit findings; and to follow up and take prompt corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings should be available for our review.

You are responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, including amounts and disclosures, such as records, documentation, identification of all related parties and all related-party relationships and transactions, and other matters, and for the accuracy and completeness of that information (including information from within and outside of the general and subsidiary ledgers), and for ensuring management information and financial information is reliable and properly reported; (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance; (3) additional information that we may request for the purpose of the audit; and (4) unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.

You agree to inform us of events occurring or facts discovered subsequent to the date of the financial statements that may affect the financial statements.

You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon or make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include

acknowledging to us in the representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

Management is responsible for the preparation and fair presentation of other supplementary information in accordance with U.S. GAAP. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. You agree to provide us written representations related to the presentation of the supplementary information.

Management is responsible for the preparation of other information included in your annual report. You agree to provide the final version of such information to us in a timely manner, and if possible, prior to the date of our auditors' report. If the other information included in your annual report will not be available until after the date of our auditors' report on the financial statements, you agree to provide written representations indicating that (1) the information is consistent with the financial statements, (2) the other information does not contain material misstatements, and (3) the final version of the documents will be provided to us when available, and prior to issuance of the annual report by the entity, so that we can complete the procedures required by professional standards. Management agrees to correct material inconsistencies that we may identify. You agree to include our auditors' report in any document containing financial statements that indicates that such financial statements have been audited by us.

Management is responsible for providing us with a written confirmation concerning representations made by you and your staff to us in connection with the audit and the presentation of the basic financial statements and RSI. During our engagement, we will request information and explanations from you regarding, among other matters, the entity's activities, internal control, future plans, specific transactions, and accounting systems and procedures. The procedures we will perform during our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the representations that we receive in the representation letter and otherwise from you. Accordingly, inaccurate, incomplete, or false representations could cause us to expend unnecessary effort or could cause a material fraud or error to go undetected by our procedures. In view of the foregoing, you agree that we shall not be responsible for any misstatements in the entity's financial statements that we may fail to detect as a result of misrepresentations made to us by you.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying and providing report copies to us of previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the "Audit objectives" section of this letter. This responsibility includes relaying

to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other engagements or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions for the report, and for the timing and format for providing that information.

Responsibilities and limitations related to nonaudit services

For all nonaudit services we may provide to you, management agrees to assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, and/or experience to understand and oversee the services; evaluate the adequacy and results of the services; and accept responsibility for the results of the services. Management is also responsible for ensuring that your data and records are complete and that you have received sufficient information to oversee the services.

Use of financial statements

Should you decide to include or incorporate by reference these financial statements and our auditors' report(s) thereon in a future private placement or other offering of equity or debt securities, you agree that we are under no obligation to re-issue our report or provide consent for the use of our report in such a registration or offering document. We will determine, at our sole discretion, whether we will re-issue our report or provide consent for the use of our report only after we have performed the procedures we consider necessary in the circumstances. If we decide to re-issue our report or consent to the use of our report, we will be required to perform certain procedures including, but not limited to, (a) reading other information incorporated by reference in the registration statement or other offering document and (b) subsequent event procedures. These procedures will be considered an engagement separate and distinct from our audit engagement, and we will bill you separately. If we decide to re-issue our report or consent to the use of our report, you agree that we will be included on each distribution of draft offering materials and we will receive a complete set of final documents. If we decide not to re-issue our report or decide to withhold our consent to the use of our report, you may be required to engage another firm to audit periods covered by our audit reports, and that firm will likely bill you for its services. While the successor auditor may request access to our workpapers for those periods, we are under no obligation to permit such access.

If the parties (i.e., you and CLA) agree that CLA will not be involved with your official statements related to municipal securities filings or other offering documents, we will require that any official statements or other offering documents issued by you with which we are not involved clearly indicate that CLA is not involved with the contents of such documents. Such disclosure should read as follows:

CliftonLarsonAllen LLP, our independent auditor, has not been engaged to perform and has not performed, since the date of its report included herein, any procedures on the financial statements addressed in that report. CliftonLarsonAllen LLP also has not performed any procedures relating to this offering document.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website or submitted on a regulator website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in those sites or to consider the consistency of other information in the electronic

site with the original document.

We may issue preliminary draft financial statements to you for your review. Any preliminary draft financial statements should not be relied on or distributed.

Engagement administration and other matters

We understand that your employees will prepare all confirmations, account analyses, and audit schedules we request and will locate any documents or invoices selected by us for testing. A list of information we expect to need for our audit and the dates required will be provided in a separate communication.

At the conclusion of the engagement, we will complete the auditor sections of the electronic Data Collection Form SF-SAC and perform the steps to certify the Form SF-SAC and single audit reporting package. It is management's responsibility to complete the auditee sections of the Data Collection Form. We will create the single audit reporting package PDF file for submission; however, it is management's responsibility to review for completeness and accuracy and electronically submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. The Data Collection Form and the reporting package must be electronically submitted within the earlier of 30 calendar days after receipt of the auditors' reports or nine months after the end of the audit period.

We will provide copies of our reports to the entity; however, management is responsible for distribution of the reports and the financial statements. Unless restricted by law or regulation, or containing confidential or sensitive information, copies of our reports are to be made available for public inspection.

The audit documentation for this engagement is the sole and exclusive property of CLA and constitutes confidential and proprietary information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to Minnesota Office of the State Auditor, or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of CLA personnel. Furthermore, upon request, we may provide copies or electronic versions of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation for this engagement will be retained for a minimum of seven years after the report release date or for any additional period requested by the Minnesota Office of the State Auditor. If we are aware that a federal or state awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Professional standards require us to be independent with respect to you in the performance of these services. Any discussion that you have with our personnel regarding potential employment with you could

impair our independence with respect to this engagement. Therefore, we request that you inform us prior to any such discussions so that we can implement appropriate safeguards to maintain our independence and objectivity. Further, any employment offers to any staff members working on this engagement without our prior knowledge may require substantial additional procedures to ensure our independence. You will be responsible for any additional costs incurred to perform these procedures.

Our audit engagement ends on delivery of our signed report. Any additional services that might be requested will be a separate, new engagement. The terms and conditions of that new engagement will be governed by a new, specific SOW for that service.

Government Auditing Standards require that we make our most recent external peer review report publicly available. The report is posted on our website at www.CLAconnect.com/Aboutus/.

Fees

Our professional fees are outlined in the table below:

Service	Fee
Financial Statement Audit	\$62,318
Single Audit, If Necessary	\$4,400

See attached pdf for additional year fees

We will also bill for expenses including travel, internal and administrative charges, and a technology and client support fee of five (5%) of all professional fees billed, which is included in the fee noted above. Our fee is based on anticipated cooperation from your personnel and their assistance with locating requested documents and preparing requested schedules. If the requested items are not available on the dates required or are not accurate, the fees and expenses will likely be higher.

Professional fees will be billed as follows:

Progress bill to be mailed on	Amount to be billed
Upon execution of the SOW, in 2025	One-third of our professional fees
Upon the commencement of substantive procedures	One-third of our professional fees
Issuance of draft report(s)	One-third of our professional fees

Unexpected circumstances

We will advise you if unexpected circumstances require significant additional procedures resulting in a substantial increase in the fee estimate.

Changes in accounting and audit standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in the SOW increases due to such changes, our fee may need to be adjusted. We will discuss such circumstances with you prior to performing the additional work.

Predecessor auditor communications

You agree to provide us permission to communicate with the predecessor auditor and to authorize the predecessor auditor to respond fully to our inquiries regarding any matters that will assist us in finalizing our engagement acceptance. You agree to authorize the predecessor to allow us to review their audit documentation, thereby providing us with information to assist us in planning and performing the engagement. You will be responsible for any fees billed by the predecessor auditor related to our review of their workpapers and our inquiries. You further acknowledge that our final acceptance of the engagement is subject to the completion of those inquiries and evaluation of the responses.

Agreement

We appreciate the opportunity to provide to you the services described in this SOW under the MSA and believe this SOW accurately summarizes the significant terms of our audit engagement. This SOW and the MSA constitute the entire agreement regarding these services and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA related to audit services. If you have any questions, please let us know. Please sign, date, and return this SOW to us to indicate your acknowledgment and understanding of, and agreement with, the arrangements for our audit of your financial statements including the terms of our engagement and the parties' respective responsibilities.

Sincerely,

CliftonLarsonAllen LLP

Response:

This letter correctly sets forth the understanding of City of Grand Rapids.

CLA

ORG: _____

NAME: Mary Reedy, CPA, CGFM

TITLE: Principal

SIGN: *Mary Reedy*

DATE: October 2, 2023

Client

ORG: City of Grand Rapids

NAME: _____

TITLE: _____

SIGN: _____

DATE: _____

ORG: City of Grand Rapids

NAME: _____

TITLE: _____

SIGN: _____

DATE: _____

December 31, 2024

Audit	\$ 62,318.00
Single Audit, if Required	4,400.00

December 31, 2025

Audit	\$ 65,100.00
Single Audit, if Required	4,800.00

December 31, 2026

Audit	\$ 68,250.00
Single Audit, if Required	5,000.00

December 31, 2027

Audit	\$ 72,450.00
Single Audit, if Required	5,400.00

December 31, 2028

Audit	\$ 78,225.00
Single Audit, if Required	5,750.00



Master Services Agreement

City of Grand Rapids
420 N Pokegama Ave, Grand Rapids, MN, 55744
MSA Date: September 29, 2023

This master service agreement (“MSA”) documents the terms, objectives, and the nature and limitations of the services CliftonLarsonAllen LLP (“CLA,” “we,” “us,” and “our”) will provide for City of Grand Rapids (“you,” or “your”). The terms of this MSA will apply to the initial and each subsequent statement of work (“SOW”), unless the MSA is changed in a communication that you and CLA both sign or is terminated as permitted herein.

1. Scope of Professional Services

CLA will provide services as described in one or more SOW that will reference this MSA. The SOW will describe the scope of professional services; the nature, limitations, and responsibilities related to the specific services CLA will provide; and the fees for such services.

If modifications or changes are required during CLA’s performance of requested services, or if you request that we perform any additional services, we will provide you with a separate SOW for your signature. Such SOW will advise you of the additional fee and time required for such services to facilitate a clear understanding of the services.

Our services cannot be relied upon to disclose all errors, fraud, or noncompliance with laws and regulations. Except as described in the scope of professional services section of this MSA or any applicable SOW, we have no responsibility to identify and communicate deficiencies in your internal controls as part of any services.

2. Management responsibilities

You acknowledge and understand that our role is to provide the services identified in an SOW and that management, and any other parties engaging CLA, have responsibilities that are fundamental to our undertaking to perform the identified services.

3. Fees and terms

See the applicable SOW for the fees for the services.

Work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagements will be deemed to have been completed even if we have not completed the services. You

will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Payments may be made utilizing checks, Bill.com, your online banking platform, CLA's electronic payment platform, or any other client-initiated payment method approved by CLA. CLA's electronic online bill pay platform claconnect.com/billpay accepts credit card and Automated Clearing House (ACH) payments. Instructions for you to make direct bank to bank wire transfers or ACH payments will be provided upon request.

4. Other Fees

You agree to compensate us for reasonable time and expenses, including time and expenses of outside legal counsel, we may incur in responding to a subpoena, a formal third-party request for records or information, or participating in a deposition or any other legal, regulatory, or other proceeding relating to services we provide pursuant to a SOW.

5. Finance charges and collection expenses

You agree that if any statement is not paid within 30 days from its billing date, the unpaid balance shall accrue interest at the monthly rate of one and one-quarter percent (1.25%), which is an annual percentage rate of 15%. In the event that any collection action is required to collect unpaid balances due us, reasonable attorney fees and expenses shall be recoverable.

6. Dispute Resolution

Any disagreement, controversy, or claim ("Dispute") that may arise out of any aspect of our services or relationship with you shall be submitted to non-binding mediation by written notice ("Mediation Notice") to the other party. In mediation, we will work with you to resolve any differences voluntarily with the aid of an impartial mediator.

The mediation will be conducted as specified by the mediator and agreed upon by the parties (i.e., you and CLA). The parties agree to discuss their differences in good faith and to attempt, with the assistance of the mediator, to reach an amicable resolution of the Dispute.

Each party will bear its own costs in the mediation. The fees and expenses of the mediator will be shared equally by the parties.

7. Limitation of remedies

These limitation of remedies provisions are not applicable for any audit or examination services provided to you.

Our role is strictly limited to the services described in an SOW, and we offer no assurance as to the results or ultimate outcomes of any services or of any decisions that you may make based on our communications with you. You agree that it is appropriate to limit the liability of CLA, its partners, principals, directors, officers, employees, and agents (each a "CLA party").

You further agree that you will not hold CLA or any other CLA party liable for any claim, cost, or damage, whether based on warranty, tort, contract, or other law, arising from or related to this MSA,

the services provided under an SOW, the work product, or for any plans, actions, or results of an SOW, except to the extent authorized by this MSA. In no event shall any CLA party be liable to you for any indirect, special, incidental, consequential, punitive, or exemplary damages, or for loss of profits or loss of goodwill, costs, or attorney fees.

The exclusive remedy available to you shall be the right to pursue claims for actual damages that are directly caused by acts or omissions that are breaches by a CLA party of our duties owed under this MSA and the specific SOW thereunder, but any recovery on any such claims shall not exceed the fees actually paid by you to CLA pursuant to the SOW that gives rise to the claim.

8. Governing Laws, Jurisdiction, and Venue

The MSA is made under and shall be governed by the laws of the state of Minnesota, without giving effect to choice-of-law principles. This includes dispute resolution and limitation of remedies.

9. Time limitations

The nature of our services makes it difficult, with the passage of time, to gather and present evidence that fully and fairly establishes the facts underlying any dispute that may arise between you and any CLA party. The parties (you and CLA) agree that, notwithstanding any statute or law of limitations that might otherwise apply to a dispute, including one arising out of this MSA or the services performed under an SOW, for breach of contract or fiduciary duty, tort, fraud, misrepresentation or any other cause of action or remedy, any action or legal proceeding by you against any CLA party must be commenced as provided below, or you shall be forever barred from commencing a lawsuit or obtaining any legal or equitable relief or recovery. An action to recover on a dispute shall be commenced within these periods (“Limitation Period”), which vary based on the services provided, and may be modified as described in the following paragraph:

Service	Time after the date we deliver the services or work product*
Tax Consulting Services	36 months
Tax Return Preparation	36 months
Examination, compilation, and preparation services related to prospective financial statements	12 months
Audit, review, examination, agreed-upon procedures, compilation, and preparation services other than those related to prospective financial information	24 months
All Other Services	12 months

* pursuant to the SOW on which the dispute is based

If the MSA is terminated or your ongoing relationship with CLA is terminated, then the applicable Limitation Period is the lesser of the above periods or 12 months after termination of MSA or your ongoing relationship with CLA. The applicable Limitation Period applies and begins to run even if you have not suffered any damage or loss, or have not become aware of the existence or possible existence of a dispute.

10. Confidentiality

Except as permitted by the “Consent” section of this MSA, CLA will not disclose any of your confidential, proprietary, or privileged information to any person or party, unless you authorize us to do so, it is published or released by you, it becomes publicly known or available other than through disclosure by us, or disclosure is required by law, regulation, or professional standard. This confidentiality provision does not prohibit us from disclosing your information to one or more of our affiliated companies in order to provide services that you have requested from us or from any such affiliated company. Any such affiliated company shall be subject to the same restrictions on the use and disclosure of your information as apply to us. You also consent to our disclosure of information regarding the nature of services we provide to you to another independent network member of CLA Global, for the limited purpose of complying with professional obligations regarding independence and conflicts of interest.

The Internal Revenue Code contains a limited privilege for confidentiality of tax advice between you and our firm. In addition, the laws of some states likewise recognize a confidentiality privilege for some accountant-client communications. You understand that CLA makes no representation, warranty or promise, and offers no opinion with respect to the applicability of any confidentiality privilege to any information supplied or communications you have with us, and, to the extent that we follow instructions from you to withhold such information or communications in the face of a request from a third party (including a subpoena, summons or discovery demand in litigation), you agree to hold CLA harmless should the privilege be determined not to apply to particular information or communications.

The workpapers and files supporting the services we perform are the sole and exclusive property of CLA and constitute confidential and proprietary information. We do not provide access to our workpapers and files to you or anyone else in the normal course of business. Unless required by law or regulation to the contrary, we retain our workpapers and files in accordance with our record retention policy that typically provides for a retention period of seven years. After this period expires, our workpapers and files will be destroyed. Furthermore, physical deterioration or catastrophic events may shorten the time our records are available. The workpapers and files of our firm are not a substitute for your records.

Pursuant to authority given by law, regulation, or professional standards we may be requested to make certain workpapers and files available to a regulator for its regulatory oversight purposes. We will notify you of any such request, if permitted by law. Access to the requested workpapers and files will be provided to the regulator under the supervision of CLA personnel and at a location designated by our firm. Furthermore, upon request, we may provide copies of selected workpapers and files to such regulator. The regulator may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

11. Other provisions

You agree that CLA will not be assuming any fiduciary responsibility on your behalf during the course of this MSA, except as may be assumed in an SOW.

CLA may, at times, utilize external web applications to receive and process information from our clients; however, any sensitive data, including protected health information and personally identifiable information, must be redacted by you to the maximum extent possible prior to uploading the document or file. In the event that you are unable to remove or obscure all sensitive data, please contact us to discuss other potential options for transmitting the document or file.

CLA and certain owners of CLA are licensed by the California State Board of Accountancy. However, CLA has owners not licensed by the California State Board of Accountancy who may provide services under this MSA. If you have any questions regarding licensure of the personnel performing services under this MSA, please do not hesitate to contact us.

During the course of the engagement, there may be communication via fax or email. You are responsible to ensure that communications received by you or your personnel are secured and not shared with unauthorized individuals.

12. Consent to use financial information

We regularly aggregate anonymized client data and perform a variety of analyses using that aggregated data. Some of these analyses are published to clients or released publicly. However, we are always careful to preserve the confidentiality of the separate information that we obtain from each client, as required by the AICPA Code of Professional Conduct and various laws. Your acceptance of this MSA will serve as your consent to our use of City of Grand Rapids anonymized data in performing and reporting on these cost comparison, performance indicator and/or benchmarking analyses.

Unless authorized by law or the client consents, we cannot use a client's tax return information for purposes other than the preparation and filing of the client's tax return. By signing and dating this MSA, you authorize CLA to use any and all information furnished to CLA for or in connection with the preparation of the tax returns under this MSA, for a period of up to six (6) years from the date of this MSA, in connection with CLA's preparation of the types of reports described in the foregoing paragraph.

13. Consent to send you publications and other materials

For your convenience, CLA produces a variety of publications, hard copy and electronic, to keep you informed about pertinent business and personal financial issues. This includes published articles, invitations to upcoming seminars, webinars and webcasts, newsletters, surveys, and press releases. To determine whether these materials may be of interest to you, CLA will need to use your tax return information. Such tax information includes your name and address as well as the business and financial information you provided to us.

By signing and dating this MSA, you authorize CLA to use the information that you provide to CLA during the preparation of your tax returns to determine whether to offer you relevant materials. Your consent is valid until further notice.

14. Subcontractors

CLA may, at times, use subcontractors to perform services under this MSA, and they may have access to your information and records. Any such subcontractors will be subject to the same restrictions on the use of such information and records as apply to CLA under this MSA.

15. Technology

CLA may, at times, use third-party software applications to perform services under this MSA. You acknowledge the software vendor may have access to your data.

16. Termination of MSA

This MSA shall continue for five years from September 29, 2023, unless terminated earlier by giving appropriate notice. Either party may terminate this MSA at any time by giving 30 days written notice to the other party.

Upon termination of the MSA, the provisions of this MSA shall continue to apply to all services rendered prior to termination.

17. Agreement

We appreciate the opportunity to be of service to you and believe this MSA accurately summarizes the significant terms of our relationship. This MSA, along with the applicable addendum(s) and SOW(s), constitute the entire agreement regarding services to be performed and supersedes all prior agreements (whether oral or written), understandings, negotiations, and discussions between you and CLA. If you have any questions, please let us know. If you agree with the terms of our relationship as described in this MSA, please sign, date, and return.

CliftonLarsonAllen LLP

Mary Reedy

Principal

(320) 203-5534

mary.reedy@claconnect.com

Response:

This MSA correctly sets forth the understanding of City of Grand Rapids.

CLA

ORG: _____

NAME: Mary Reedy, CPA, CGFM

TITLE: Principal

SIGN: *Mary Reedy*

DATE: October 2, 2023

Client

ORG: City of Grand Rapids

NAME: _____

TITLE: _____

SIGN: _____

DATE: _____

ORG: City of Grand Rapids

NAME: _____

TITLE: _____

SIGN: _____

DATE: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 27, 2023

AGENDA ITEM: Consider approving Public Works PT Eligibility List for Winter Maintenance

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

The Public Works Department utilizes part-time intermittent employees to facilitate snow removal during the winter snow plowing season. The following list of part-time employees will work on an “as needed” basis.

The following employees are re-hires and will work from November 28, 2023 through May 4, 2024, with a salary of \$21.00 per hour: Jim Columbus, Steve Ross, and Benjamin Ziemski.

All costs associated with their employment have been included in the 2023 and 2024 budget.

REQUESTED COUNCIL ACTION:

Make a motion to approve the Public Works PT Eligibility List for Winter Maintenance, as listed above, with specified dates and rate of pay, for winter maintenance for the 2023-2024 winter maintenance season.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 17, 2023

AGENDA ITEM: Consider approving and authorizing the retirement of surplus assets.

PREPARED BY: Cynthia Lyman

BACKGROUND:

A replacement vehicle is due to arrive early next year from the Enterprise Fleet Program. Public Works Director/City Engineer Matt Wegwerth would like to retire and sell the following asset at auction, please see below.

PW#	Fixed Asset#	Description	Vin#
290	101-70-4002	1997 Ford F250 3/4Ton	1FTHF25H9VEB83095

REQUESTED COUNCIL ACTION:

Make a motion to approve and authorize the retirement of the above surplus asset from the Public Works Department.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 27th, 2023

AGENDA ITEM: Consider authorizing staff to solicit quotes for a plow truck with attachments

PREPARED BY: Matt Wegwerth

BACKGROUND:

Public Works needs a new plow truck with sanding/de-icing equipment. Staff request authorization to solicit and receive quotes on a tandem axle plow truck, plow, underbody and wing with sanding/deicing equipment. Pricing will be brought to council for review prior to purchase.

Current lead times are 12-18 months for the truck and equipment.

REQUESTED COUNCIL ACTION:

Make a motion authorizing staff to solicit quotes for a plow truck with attachments.

Equipment	Year	Replacement Cost	Funding Sources					Equipment Certs
			MSA Maint	PIR	SWU	Street Light Budget		
Grader	2024	\$ 315,000	\$ 150,000	\$ 15,000	\$ 150,000	\$ -	\$ -	
Plow Truck	2025/26	\$ 410,000	\$ -	\$ -	\$ -	\$ -	\$ 410,000	
UTV	2024	\$ 73,000	\$ -	\$ 73,000	\$ -	\$ -	\$ -	
Projects								
169 South Lighting, Ph 2	2024	\$ 150,000	\$ -	\$ 175,000	\$ -	\$ -	\$ -	
Pokegama North Lighting	2024	\$ 50,000	\$ -	\$ -	\$ -	\$ 50,000	\$ -	
2024 Overlays	2024	\$ 65,000	\$ 65,000	\$ -	\$ -	\$ -	\$ -	

*406,000 minus 91,000 trade-in

Current Fund Balance	\$ 378,000	\$ 343,000	\$ 500,000	\$ 120,000	\$ -
Balance After Purchases	\$ 228,000	\$ 80,000	\$ 350,000	\$ 70,000	\$ (410,000)



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 27, 2023

AGENDA ITEM: Consider adopting a resolution accepting a Scholarship from the Governmental Finance Officers Association (GFOA) for first-time attendee to the 118th Annual Conference.

PREPARED BY: Barb Baird

BACKGROUND:

Barb Baird, Director of Finance was awarded a Scholarship from the Governmental Finance Officers Association (GFOA) for first-time attendee to the 118th Annual Conference. The scholarship covers the cost of the conference registration fee. The cost of transportation and lodging is the responsibility of the attendee. The GFOA conference will be held in Orlando, Florida, June 9-12, 2024.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting a Scholarship from the Governmental Finance Officers Association (GFOA) for first-time attendee to the 118th Annual Conference.

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

RESOLUTION NO. 23-

A RESOLUTION ACCEPTING A SCHOLARSHIP FROM THE GOVERNMENTAL FINANCE OFFICERS ASSOCIATION (GFOA) FOR A FIRST-TIME ATTENDEE TO THE 118TH ANNUAL CONFERENCE

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

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

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

- The Governmental Finance Officers Association has awarded Barb Baird, Director of Finance, a First-Time Attendee Scholarship for the GFOA's 118th Annual Conference June 9-12, 2023, with a \$500 value.

Adopted this 27th day of November 2023

Dale Christy, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 27, 2023

AGENDA ITEM: Consider approving final payment for CP 2022-5, Forest Lake Utility Extension in the amount of \$18,190.85 and Balancing Change Order 1.

PREPARED BY: Matt Wegwerth

BACKGROUND:

CP 2022-5, Forest Lake Utility Extension is complete and ready for final payment. Attached is the final pay request in the amount of \$18,190.85 and Balancing Change Order 1.

REQUESTED COUNCIL ACTION:

Make a motion approving final payment for CP 2022-5, Forest Lake Utility Extension in the amount of \$18,190.85 and Balancing Change Order 1.

Contract Number: CP 2022-5
 Pay Request Number: 7

Project Number GRANR 171025	Project Description Forest Lake Site Utilities
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Contractor: Casper Construction PO Box 480 Grand Rapids, MN 55744	Vendor Number: N/A Up To Date: 11/21/2023
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Contract Amount	Funds Encumbered		Total Amount Paid To Date
	Original	Additional	
Original Contract	\$616,000.00		\$616,000.00
Contract Changes	\$0.00		N/A
Revised Contract	\$616,000.00		\$616,000.00

Work Certified To Date	Less Amount Retained
Base Bid Items	\$630,133.91
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$630,133.91

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$2,500.00	\$630,133.91	\$0.00	\$611,943.06	\$18,190.85	\$630,133.91
Percent: Retained: 0%					Percent Complete: 102.29%

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

Approved By  Approved By Casper Construction
 City Engineer  Contractor
 Date 11/21/2023 Date 11/21/23

Payment Summary						
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request		
1	2023-06-13	\$156,604.04	\$7,830.20			\$148,773.84
2	2023-06-27	\$102,162.11	\$5,108.11			\$97,054.00
3	2023-07-11	\$124,025.39	\$6,201.27			\$117,824.12
4	2023-08-01	\$141,133.40	\$7,086.67			\$134,046.73
5	2023-08-15	\$103,333.97	\$5,166.70			\$98,167.27
6	2023-09-12	\$375.00	(\$15,672.10)			\$16,047.10
7	2023-11-21	\$2,500.00	(\$15,690.85)			\$18,190.85

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
1-Roadway		\$219,504.26	\$0.00	\$211,579.15	\$7,925.11	\$219,504.26
2-Sanitary Main		\$97,708.20	\$0.00	\$95,265.49	\$2,442.71	\$97,708.20
3-Sanitary Services		\$46,585.92	\$0.00	\$45,421.27	\$1,164.65	\$46,585.92
4-Water Main		\$146,895.65	\$0.00	\$143,223.26	\$3,672.39	\$146,895.65
5-Water Services		\$35,769.85	\$0.00	\$34,875.61	\$894.24	\$35,769.85
6-Water Main Replacement		\$32,955.61	\$0.00	\$32,131.72	\$823.89	\$32,955.61
7-Storm Sewer		\$50,714.42	\$0.00	\$49,446.56	\$1,267.86	\$50,714.42

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	Local - Grand Rapids	\$7,925.11	\$221,140.46	\$221,140.46	\$219,504.26
2	GRPUC - SM	\$2,442.71	\$94,551.95	\$94,551.95	\$97,708.20
3	GRPUC - SS	\$1,164.65	\$46,768.92	\$46,768.92	\$46,585.92
4	GRPUC - WM	\$3,672.39	\$141,419.40	\$141,419.40	\$146,895.65
5	GRPUC - WS	\$894.24	\$35,433.85	\$35,433.85	\$35,769.85
6	GRPUC	\$823.89	\$25,971.00	\$25,971.00	\$32,955.61
7	Storm Sewer	\$1,267.86	\$50,714.42	\$50,714.42	\$50,714.42

Base/Alt		Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2011.601		CONSTRUCTION SURVEYING	LUMP SUM	\$12,700.00	1	0	\$0.00	1	\$12,700.00
Base Bid	2	2021.501		MOBILIZATION	LUMP SUM	\$39,090.77	1	0	\$0.00	1	\$39,090.77
Base Bid	3	2101.501		CLEARING AND GRUBBING	LUMP SUM	\$2.00	1	0	\$0.00	1	\$2.00
Base Bid	4	2104.502		REMOVE HYDRANT	EACH	\$525.00	1	0	\$0.00	1	\$525.00
Base Bid	5	2104.502		REMOVE CASTING	EACH	\$315.00	1	0	\$0.00	1	\$315.00
Base Bid	6	2104.502		SALVAGE CASTING	EACH	\$625.00	1	0	\$0.00	1	\$625.00
Base Bid	7	2104.502		REMOVE SIGN TYPE C	EACH	\$50.00	1	0	\$0.00	1	\$50.00
Base Bid	8	2104.502		SALVAGE SIGN PANEL TYPE C	EACH	\$50.00	1	0	\$0.00	1	\$50.00
Base Bid	9	2104.502		REMOVE MANHOLE OR CATCH BASIN	EACH	\$450.00	3	0	\$0.00	3	\$1,350.00
Base Bid	10	2104.503		REMOVE CURB & GUTTER	LIN FT	\$2.25	607	0	\$0.00	564	\$1,269.00
Base Bid	11	2104.503		REMOVE SEWER PIPE (SANITARY)	LIN FT	\$53.00	15	0	\$0.00	15	\$795.00
Base Bid	12	2104.503		REMOVE SEWER PIPE (STORM)	LIN FT	\$13.25	92	0	\$0.00	92	\$1,219.00
Base Bid	13	2104.503		REMOVE WATER MAIN	LIN FT	\$12.75	332	0	\$0.00	332	\$4,233.00
Base Bid	14	2104.503		SAWMING BITUMINOUS PVMT (FULL DEPTH)	LIN FT	\$2.20	740	0	\$0.00	702	\$1,544.40
Base Bid	15	2104.503		SAWMING CONCRETE PVMT (FULL DEPTH)	LIN FT	\$2.55	94	0	\$0.00	94	\$239.70
Base Bid	16	2104.504		REMOVE BITUMINOUS PAVEMENT	SQ YD	\$4.50	904	0	\$0.00	808	\$3,636.00
Base Bid	17	2105.507		REMOVE CONCRETE PAVEMENT	SQ YD	\$5.00	273	0	\$0.00	292.6	\$1,463.00
Base Bid	18	2105.507		COMMON EXCAVATION (P)	CU YD	\$14.00	738	0	\$0.00	738	\$10,332.00
Base Bid	19	2112.519		SUBGRADE PREPARATION	RD ST	\$185.00	6.1	0	\$0.00	6.1	\$1,128.50
Base Bid	20	2112.519		SUBGRADE PREPARATION	SQ YD	\$1.25	1320	0	\$0.00	1320	\$1,650.00
Base Bid	21	2118.507		AGGREGATE SURFACING (CV) CLASS 5	CU YD	\$74.00	26	0	\$0.00	26	\$1,924.00
Base Bid	22	2211.507		AGGREGATE BASE (CV) CLASS 5	CU YD	\$42.00	429	0	\$0.00	429	\$18,018.00
Base Bid	23	2231.604		BITUMINOUS PATCH SPECIAL	SQ YD	\$58.50	798	0	\$0.00	794.5	\$46,478.25
Base Bid	24	2360.509		TYPE SP 12.5 WEARING COURSE MIX (3,C) (1)	TON	\$120.00	167	0	\$0.00	163	\$19,560.00
Base Bid	25	2360.509		TYPE SP 9.5 WEARING COURSE MIX (3,C) (1)	TON	\$120.00	101	0	\$0.00	122	\$14,640.00
Base Bid	26	2451.607		CRUSHED ROCK	CU YD	\$40.00	148	0	\$0.00	148	\$5,920.00
Base Bid	27	2502.603		4" PERF PE PIPE DRAIN	LIN FT	\$7.00	91	0	\$0.00	91	\$637.00
Base Bid	28	2502.602		4" PIPE DRAIN CLEANOUT	EACH	\$925.00	22	0	\$0.00	22	\$20,350.00
Base Bid	29	2502.604		2" INSULATION	SQ YD	\$26.00	29	0	\$0.00	36	\$936.00
Base Bid	30	2503.503		15" RC PIPE SEWER CLASS III	LIN FT	\$87.00	141	0	\$0.00	141	\$12,267.00
Base Bid	31	2503.602		8" x 4" WYE	EACH	\$400.00	22	0	\$0.00	22	\$8,800.00
Base Bid	32	2503.602		CONNECT TO EX. SANITARY SEWER	EACH	\$300.00	6	0	\$0.00	6	\$1,800.00
Base Bid	33	2503.602		CONNECT TO EX. STORM SEWER	EACH	\$1,285.00	2	0	\$0.00	2	\$2,570.00
Base Bid	34	2503.603		4" PVC SANITARY SERVICE PIPE	LIN FT	\$30.50	403	0	\$0.00	397	\$12,108.50
Base Bid	35	2503.603		8" PVC PIPE SEWER	LIN FT	\$48.00	879	0	\$0.00	944.88	\$45,354.25
Base Bid	36	2503.603		SANITARY SEWER INSPECTION	LIN FT	\$1.50	859	0	\$0.00	855	\$1,282.50
Base Bid	37	2504.602		INSTALL 1" CORPORATION STOP	EACH	\$215.00	22	0	\$0.00	22	\$4,730.00
Base Bid	38	2504.602		INSTALL 1" CURB STOP AND BOX	EACH	\$615.00	22	0	\$0.00	22	\$13,530.00
Base Bid	39	2504.602		6" GATE VALVE AND BOX	EACH	\$2,500.00	7	0	\$0.00	7	\$17,500.00
Base Bid	40	2504.602		CONNECT TO EXISTING WATER MAIN	EACH	\$1,100.00	6	0	\$0.00	6	\$6,600.00
Base Bid	41	2504.602		HYDRANT	EACH	\$5,800.00	2	0	\$0.00	2	\$11,600.00
Base Bid	42	2504.602		ADJUST VALVE BOX	EACH	\$405.00	2	0	\$0.00	2	\$810.00
Base Bid	43	2504.603		1" TYPE K COPPER PIPE	LIN FT	\$42.00	381	0	\$0.00	389	\$16,338.00
Base Bid	44	2504.603		6" WATER MAIN DUCTILE IRON CL 52	LIN FT	\$74.00	1347	0	\$0.00	1489.95	\$110,256.86
Base Bid	45	2504.603		HYDRANT RISER	LIN FT	\$1,700.00	1	0	\$0.00	2	\$3,400.00
Base Bid	46	2504.608		WATER MAIN FITTINGS	POUND	\$15.00	540	0	\$0.00	540	\$8,100.00
Base Bid	47	2506.502		CASTING ASSEMBLY	EACH	\$1,145.00	10	0	\$0.00	10	\$11,450.00
Base Bid	48	2506.502		INSTALL CASTING	EACH	\$265.00	1	0	\$0.00	1	\$265.00
Base Bid	49	2506.502		CONST DRAINAGE STRUC. DES 48-4020	EACH	\$3,667.00	5	0	\$0.00	5	\$18,335.00
Base Bid	50	2506.502		CONST DRAINAGE STRUC. DESIGN F	EACH	\$5,097.00	4	0	\$0.00	4	\$20,388.00

Contract Item Status												
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date		
Base Bid	51	2506.503	CONST DRAINAGE STRUC. DESIGN F	LIN FT	\$452.00	12.23	0	\$0.00	12.23	\$5,527.96		
Base Bid	52	2506.602	SEAL MANHOLE OR CATCH BASIN	EACH	\$564.00	9	0	\$0.00	9	\$5,076.00		
Base Bid	53	2506.602	REPAIR MANHOLE	EACH	\$531.00	1	0	\$0.00	1	\$531.00		
Base Bid	54	2521.518	4" CONCRETE WALK	SQ FT	\$6.40	2145	0	\$0.00	2321	\$14,854.40		
Base Bid	55	2521.518	6" CONCRETE WALK	SQ FT	\$13.00	248	0	\$0.00	248	\$3,224.00		
Base Bid	56	2531.503	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	\$38.50	730	0	\$0.00	740	\$28,490.00		
Base Bid	57	2531.504	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	\$98.00	67	0	\$0.00	67	\$6,566.00		
Base Bid	58	2531.603	CONCRETE CURB DESIGN V	LIN FT	\$40.00	36	0	\$0.00	0	\$0.00		
Base Bid	59	2531.618	TRUNCATED DOMES	SQ FT	\$55.00	28.4	0	\$0.00	28.4	\$1,562.00		
Base Bid	60	2563.601	TRAFFIC CONTROL	LUMP SUM	\$4,500.00	1	0	\$0.00	1	\$4,500.00		
Base Bid	61	2564.518	INSTALL SIGN TYPE C	EACH	\$375.00	1	0	\$0.00	1	\$375.00		
Base Bid	62	2573.501	STABILIZED CONSTRUCTION EXIT	LUMP SUM	\$1,800.00	1	0	\$0.00	1	\$1,800.00		
Base Bid	63	2573.502	STORM DRAIN INLET PROTECTION	EACH	\$169.00	19	0	\$0.00	19	\$3,211.00		
Base Bid	64	2573.503	SILT FENCE, TYPE MS	LIN FT	\$3.50	800	0	\$0.00	800	\$2,800.00		
Base Bid	65	2574.507	COMMON TOPSOIL BORROW	CU YD	\$8.00	355	0	\$0.00	355	\$2,840.00		
Base Bid	66	2575.505	SEEDING	ACRE	\$189.00	0.88	0	\$0.00	0.88	\$166.32		
Base Bid	67	2575.506	WEED SPRAY MIXTURE	GAL	\$300.00	0.22	0	\$0.00	0	\$0.00		
Base Bid	68	2575.505	WEED SPRAYING	ACRE	\$300.00	0.44	0	\$0.00	0	\$0.00		
Base Bid	69	2575.508	SEED MIXTURE MNST-12	POUND	\$6.00	176	0	\$0.00	176	\$1,056.00		
Base Bid	70	2575.508	MOWING	ACRE	\$300.00	1.76	0	\$0.00	0	\$0.00		
Base Bid	71	2575.523	WATER	MGAL	\$250.00	19.21	10	\$2,500.00	10	\$2,500.00		
Base Bid	72	2575.601	EROSION CONTROL	LUMP SUM	\$500.00	1	0	\$0.00	1	\$500.00		
Base Bid	73	2575.604	ROLLED EROSION PREVENTION CATEGORY 20	SQ YD	\$1.50	4259	0	\$0.00	4259	\$6,388.50		
Base Bid Totals:											\$2,500.00	\$630,133.91

Project Category Totals		
Project	Category	Amount To Date
GRANR 171025		\$2,500.00
		\$630,133.91

Contract Change Item Status											
Project	CC	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:											\$

Contract Total	\$630,133.91
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Contract Change Totals	
Number	Description
	Amount This Request
	Amount To Date

Material On Hand Additions			
Line	Item	Description	Comments

Material On Hand Balance			
Line	Item	Description	Remaining

Change Order No.	1
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Project Location	Forest Lake Addition Plat of Grand Rapids, MN		
Local Agency	City of Grand Rapids	Local Project No.	CP 2022-5
Contractor	Casper Construction	Contract No.	CP 2022-5
Address/City/State/Zip	PO Box 480 / Grand Rapids / MN / 55744		
Total Change Order Amount \$	\$0.00		

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

Contract Amount: Original = \$616,000.00, Revised = 630,133.91

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)					
Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Net Change this Change Order					\$0.00

Due to this change, the contract time: (check one)	
<input checked="" type="checkbox"/> (x) Is NOT changed	<input type="checkbox"/> () May be revised as provided in MnDOT Specification 1806
Number of Working Days Affected by this Contract Change:	Number of Calendar Days Affected by this Contract Change:

Approved by Project Engineer:
Print Name: Matt Wegwerth

Date:
Phone: 218.326.7625

Approved by Contractor:
Print Name: Tom Alverson

Date: 11/21/23
Phone: 218-398-0706

Q U O T A T I O N

Item 11.



**MARTIN'S SNOWPLOW
AND EQUIPMENT**
105 East US 2
Cohasset, MN 55721
Phone #: (218)999-0770
Fax #: (218)999-5704

PHONE #: **(218)326-7639**
CELL #: **(218)256-6596**
ALT. #:
P.O.#:
TERMS: **Net 10th EOM**
SALES TYPE: **Quote**

DATE: **10/27/2023**
ORDER #: **15279**
CUSTOMER #: **103856**
CP: **DanM**
LOCATION: **1**
STATUS: **Active**

BILL TO 100027

CITY OF GRAND RAPIDS
420 POKEGAMA AVE
GRAND RAPIDS, MN 55744

SHIP TO

GRFD
104 SE 11TH STREET
GRAND RAPIDS, MN 55744 US

MFR	LOCATION	DESCRIPTION	QTY	PRICE	NET	TOTAL
REQ		72" LOW PROFILE SNOW PUSHER W/BACK BLADE	1	\$2,565.00	\$2,565.00	\$2,565.00
REQ		72" HD DIRT BUCKET	1	\$1,400.00	\$1,400.00	\$1,400.00

Prices reflected on this quote are valid for 30 days and while current supplies last. However, prices are subject to change if the program or promotion the prices were quoted under is no longer in effect.

SUBTOTAL: **\$3,965.00**
TAX: **\$0.00**

ORDER TOTAL: \$3,965.00

Authorized By: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 11/27/2023

AGENDA ITEM: Consider allowing the Grand Rapids Fire department to purchase a snow pusher and dirt bucket attachment for Bobcat.

PREPARED BY: Travis Cole-Fire Chief

BACKGROUND:

At a previous council meeting, City Council authorized the purchase of a Bobcat with several attachments from the DNR Forestry Department of Defense Firefighter Property Program and authorized the sale of bobcat attachments and an old generator that no longer serves a need for the fire department. The fire department needs a snow pusher and dirt bucket to help clear snow at the fire hall along with utilizing the dirt bucket at upcoming house burns.

Our fire mechanic Nate Morlan has been researching these attachments and found a snow pusher and dirt bucket attachment at Martin's Snowplow & Equipment in Cohasset, MN. Staff at Martin's gave us prices on three different brands of snow pushers and buckets. The fire department would like to utilize the proceeds from the sale of attachments and generator, which will offset the costs, to purchase a 72" low profile snow pusher with back blade and a 72" HD dirt bucket from Martin's Snowplow & Equipment for a total cost of \$3,965. This brand was the lowest cost but will work good for use at the fire hall.

REQUESTED COUNCIL ACTION:

Make a motion to allow the Grand Rapids Fire department to purchase a snow pusher with back blade and dirt bucket from Martin's Snowplow & Equipment for a total purchase of \$3,965.00.

City of Grand Rapids Liquor License Holders

3.2 On-Sale & Off-Sale Only

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

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

Club On-Sale

American Legion 60
Moose Lodge
VFW Post 1720

Wine On-sale w/Strong Beer

Fuji Japanese Restaurant
Brewed Awakenings

Brewer Off-Sale

Rapids Brewing Co.
Klockow Brewing Co.

Off-Sale Liquor

Frontier Liquor
Pokegama Plaza Liquor
SuperOne Liquor
Walmart Inc.

On-Sale Taproom

Klockow Brewing Co.

On-Sale Liquor



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 27, 2023

AGENDA ITEM: Consider approving annual liquor licenses renewals for 2024.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

All liquor licenses for the City of Grand Rapids will expire at midnight on December 31, 2023. License renewals have been sent and staff is requesting that the City Council approve renewal of all current licenses for 2024 contingent upon receipt of application, required documentation and fees.

A listing of current license holders is attached.

REQUESTED COUNCIL ACTION:

Make a motion to approve annual liquor license renewals for 2024 contingent upon receipt of all required documentation and fees.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 27, 2023

AGENDA ITEM: Consider approving 2024 On-sale Wine License & 3.2 Beer License for Hummingbird Wine Bar & Bistro, LLC dba Unwined Up North

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Unwined Up North is under contract to be sold to Hummingbird Wine Bar & Bistro, LLC dba Unwined Up North, to begin January 1, 2024. All required documentation and fees have been submitted.

REQUESTED COUNCIL ACTION:

Make a motion to approve 2024 On-sale Wine License & 3.2 Beer License for Hummingbird Wine Bar & Bistro, LLC dba Unwined Up North contingent upon satisfactory background check.



Print Item 13.

Minnesota Department of Public Safety
 Alcohol and Gambling Enforcement Division
 444 Cedar Street, Suite 222, St. Paul, MN 55101
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555
APPLICATION FOR COUNTY/CITY ON-SALE WINE LICENSE
 (Not to exceed 14% of alcohol by volume)

EVERY QUESTION MUST BE ANSWERED. If a corporation, an officer shall execute this application. If a partnership, LLC, a partner shall execute this application. To apply for MN sales Tax # call 651-296-6181

Workers compensation insurance company name _____ Policy Number _____

Licensee's MN sales and Use Tax ID # _____ Licensee's Federal Tax ID # _____

Applicants Name (Business, Partnerships, Corporation) <i>Hummingbird Wine Bar - Bistro, LLC</i>		Trade Name or DBA <i>Unwined Up North</i>	
Business Address <i>31 3rd Street¹</i>		Business Phone <i>218 999-9234</i>	Applicant's Home Phone [REDACTED]
City <i>Grand Rapids</i>	County <i>Hasca</i>	State <i>MN</i>	Zip Code <i>55744</i>
Is this application <input checked="" type="checkbox"/> New or a <input type="checkbox"/> Transfer	If a transfer, give name of former owner	License Period From _____ To _____	

If a corporation, give name, title, address and date of birth of each officer. If a partnership, LLC, give name, address and date of birth of each partner.

Partner/Officer Name and title <i>Shelley Poulin</i>	Address [REDACTED]	DOB [REDACTED]	SSN [REDACTED]
Partner/Officer Name and title <i>Jacob Poulin</i>	Address [REDACTED]	DOB [REDACTED]	SSN [REDACTED]
Partner/Officer Name and title	Address	DOB	SSN
Partner/Officer Name and title	Address	DOB	SSN

CORPORATIONS

Date of incorporation <i>11-183</i>	State of incorporation <i>MN</i>	Certificate Number	Is corporation authorized to do business in Minnesota? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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If a subsidiary of another corporation, give name and address of parent corporation
NO

BUILDING AND RESTAURANT

Name of building owner <i>Amy Dolan</i>		Owner's address	
Are property taxes delinquent <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Has the building owner any connection, direct or indirect with the applicant? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Restaurant seating capacity <i>48</i>	Hours food will be available <i>11-9PM</i>
Number of restaurant employees <i>10</i>	Number of months per year restaurant is open <i>12</i>	Will food service be the principal business? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

Describe the premises to be licensed
900sq foot Rest.

If the restaurant is in conjunction with another business (resort etc.), describe business
NO

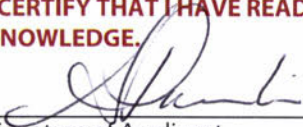
NO LICENSE WILL BE APPROVED OR RELEASED UNTIL THE \$20 RETAILER ID CARD FEE IS RECEIVED BY AGED

- Yes No Has the applicant or associates been granted an on-sale malt liquor (3.2) and/or a "set-up" license in conjunction with this wine license?
- Yes No Is the applicant or any of the associates in this application a member of the county board or the city council, which will issue this license? If yes, in what capacity? _____
(if the applicant is the spouse of a member of the governing body, or another family relationship exists, the member shall not vote on this application.)
- Yes No During the past license year, has a summons been issued under the liquor civil liability (Dram Shop)(M.S. 340A.802). If Yes, attach copy of the summons.
- Yes No Has applicant, partners, officers or employees ever had any liquor law violations in Minnesota or elsewhere. If so, give names, dates, violations and final outcome details.

Yes No Does any person other than the applicants, have any right, title or interest in the furniture, fixtures or equipment licensed premises? If yes, give names and details.

Yes No Have the applicants any interests, directly or indirectly, in any other liquor establishments in Minnesota? If yes, give name and address of establishment.

I CERTIFY THAT I HAVE READ THE ABOVE QUESTIONS AND THAT THE ANSWERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.



Signature of Applicant

11-20-23

Date

The licensee must have one of the following:

Liquor liability insurance (Dram Shop) \$50,000 per person; \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support. Attach "**CERTIFICATE OF INSURANCE**" to this form.

A surety bond from a surety company with minimum coverage as specified above in.

A certificate from the state treasurer that the licensee has deposited with the state, trust funds having a market value of \$100,000 or \$100,000 in cash or securities.

IF LICENSE IS ISSUED BY THE COUNTY BOARD, REPORT OF COUNTY ATTORNEY

Yes No I certify that to the best of my knowledge the applicants named above are eligible to be licensed. If no, state reason.

Signature County Attorney

County

Date

REPORT BY POLICE OR SHERIFF'S DEPARTMENT

This is to certify that the applicant and the associates, named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota, Municipal or County ordinances relating to intoxicating liquor, except as follows:

Signature

Department and Title

Date

IMPORTANT NOTICE

**ALL RETAIL LIQUOR LICENSEES MUST REGISTER WITH THE ALCOHOL, TOBACCO TAX AND TRADE BUREAU.
FOR INFORMATION CALL 513-684-2979 OR 1-800-937-8864**

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100 % of the value of the check, whichever is greater, plus interest and attorney fees.



Minnesota Department of Public Safety
Alcohol and Gambling Enforcement Division (AGED)
444 Cedar Street, Suite 222, St. Paul, MN 55101-5133
Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License

Cities and Counties: You are required by law to complete and sign this form to certify the issuance of the following liquor license types:
1) City issued on sale intoxicating and Sunday liquor licenses
2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License Grand Rapids License Period From: 1.1.2024 To: 12.31.24

Circle One: New License License Transfer _____ Suspension Revocation Cancel _____
(former licensee name) (Give dates)

License type: (circle all that apply) On Sale Intoxicating _____ Sunday Liquor _____ 3.2% On sale _____ 3.2% Off Sale _____

Fee(s): On Sale License fee: \$ _____ Sunday License fee: \$ _____ 3.2% On Sale fee: \$ _____ 3.2% Off Sale fee: \$ ^{100.00} _____

Licensee Name: Hummingbird Wine Bar & Bistro LLC DOB 10.12.76 Social Security # _____
(corporation, partnership, I.I.C. or Individual)

Business Trade Name Unwined Up North Business Address 31 3rd Street NE City Grand Rapids

Zip Code 55744 County Hasea Business Phone 218-999-9234 Home Phone _____

Home Address _____ City Grand Rapids Licensee's MN Tax ID # _____
(To Apply call 651-201-7507)

Licensee's Federal Tax ID # _____
(To Apply call IRS 800-829-4955)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Shelley Kathryn Poulin _____
Partner/Officer Name (First Middle Last) DOB _____ Social Security # _____

Jacob Gerard Poulin _____
(Partner/Officer Name (First Middle Last) DOB _____ Social Security # _____

Partner/Officer Name (First Middle Last) DOB _____ Social Security # _____ Home Address _____

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: AM Trust Policy # _____

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.
City Clerk or County Auditor Signature _____ Date _____
(title)

On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at www.dps.state.mn.us.

(Form 9011-12/09)



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 27, 2023

AGENDA ITEM: Consider creating an eligibility list for Firefighter Trainee and appoint two (2) applicants to the Grand Rapids Fire Department's roster.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

On September 11, 2023, City Council authorized the establishment of a new eligibility list for Firefighter Trainee. The position was posted, and we received several applications. Orientation and testing followed, which narrowed the candidate pool to two (2) applicants.

Fire Department leadership are recommending placing the following applicants on the eligibility roster for a period of up to two (2) years:

Zachary Morse
 Jack Hoover

Interviews for Firefighter Trainee were conducted on November 1st. The Interview Committee consisted of John Linder, Shawn Graeber, Bruce Baird, Jeff Ingle, Andy Horton, and Lance Kuschel. Fire Chief Travis Cole observed the interviews along with Chery Pierzina, Human Resources Officer. From the eligibility list and based on the Firefighter Trainee interviews, Chief Cole would like to place the following candidates on the Firefighter Trainee roster effective November 28, 2023, subject to successful completion of a background check, drug testing, physical exam, and psychological testing:

Zachary Morse, Firefighter Trainee
 Jack Hoover, Firefighter Trainee

REQUESTED COUNCIL ACTION:

Make a motion to 1) create a Firefighter Trainee eligibility list, and 2) appoint Zachary Morse and Jack Hoover to the positions of Firefighter Trainee effective November 28, 2023, subject to successful completion of a background check, drug testing, physical exam, and psychological testing.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: November 27, 2023

AGENDA ITEM: Consider the appointment of a Hospital Security Officers.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

At the September 25, 2023, City Council Meeting, the City Council approved advertisement and subsequent hiring of a full-time Hospital Security Officer. The position was posted and interviews have been held. The interview committee consisting of Captain Kevin Ott, Captain Jeremy Nelson, Hospital Security Lead Gary DeGrio, and Human Resources Officer Chery Pierzina are recommending appointing Marvin Anderson to the full-time Hospital Security Officer position, subject to a background check, drug testing, physical exam, and psychological testing. The salary is \$23.04 per hour. A start date will be determined at a later date, based on the results of the pre-employment testing.

Marvin (Mick) Anderson is currently a Grand Rapids Police Reserve Officer. He has previously worked as a Hospital Security Officer and has many years working in the industry as a security officer.

Also, based on City Council approval to interview and hire part-time Security Officers at the November 13th City Council Meeting, the interview committee is recommending appointing two part-time Hospital Security Officers to the roster. Ethan Heyblom and Seri Geisler are both interested in working part-time.

Ethan previously worked as a CSO and Security Officer. He is currently enrolled at Minnesota North College – Hibbing Campus, pursuing a degree in law enforcement. He has received de-escalation training, taser training, behavioral control tactics, and basic life support training.

Seri currently works at Grand Itasca, understands the duties and responsibilities of a security guard and will fit in well at Grand Itasca. She has a teaching certification, communicates effectively and has applicable strength and conditioning necessary for this role.

The appointments of Ethan Heyblom and Seri Geisler are subject to a background check, drug screening, medical exam, and pre-employment psychological testing. Their rate of pay is \$17.23 per hour. A start date for both of these individuals is to be determined at a later date, based on the results of the pre-employment testing.

REQUESTED COUNCIL ACTION:

Make a motion to 1) Appoint Marvin Anderson to the position of full-time Hospital Security Officer, subject to a background check, drug testing, physical exam, and psychological testing, with a salary of \$23.04 per hour, and a start date to be determined at a later date, based on the results of the pre-employment testing; 2) Appoint Ethan Heyblom and Seri Geisler to the position of part-time Hospital Security Guard, subject to a background check, drug testing, physical exam, and psychological testing, with a salary of \$17.23 per hour, and a start date to be determined at a later date, based on the results of the pre-employment testing.