



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

## **CITY COUNCIL MEETING AGENDA**

**Monday, September 08, 2025**

**5:00 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, September 8, 2025 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**POSITIVE HAPPENINGS IN THE CITY:**

**PUBLIC FORUM:**

**COUNCIL REPORTS:**

**APPROVAL OF MINUTES:**

1. Approve Council minutes for Monday, August 25, 2025 Regular meeting and Council summary for Monday, August 25, 2025 Closed meeting.

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period August 19, 2025 to September 2, 2025 in the total amount of \$1,126,429.00.

**ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:**

3. March 20, 2025 PCA Board  
June 24, 2025 Planning Commission  
July 15, 2025 Golf Board  
July 23, 2025 Public Utilities Commission  
July 30, 2025 Human Rights Commission  
August 13, 2025 Library Board  
August 14, 2025 GREDA

**CONSENT AGENDA:**

4. Consider accepting the resignation of Nikki Roberts from the Police Community Advisory Board and authorize filling the vacancy.
5. Consider approving airport land leases
6. Consider rehiring and hiring part-time employees at Yanmar Arena.

- [7.](#) Consider hiring a part-time seasonal golf course employee.
- [8.](#) Consider adopting a resolution approving updated City-wide fee schedule
- [9.](#) Consider labor agreement with Library Union.

SET REGULAR AGENDA:

ADMINISTRATION:

- [10.](#) Consider appointment of Dale Schneider to the Assistant IT Director position.
- [11.](#) Consider accepting the retirement from Jacob (Jake) Barsness from his position as Firefighter.

POLICE:

- [12.](#) Consider adopting a resolution accepting a 2025-2026 Toward Zero Death (TZD) grant from the Minnesota Department of Public Safety- Office of Traffic Safety in the amount of \$37,200.00.

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

- [13.](#) Conduct a Public Hearing to consider the adoption of an Ordinance amending and updating sections of Chapter 30 Land Development Regulations and Chapter 10 Animals.

COMMUNITY DEVELOPMENT:

- [14.](#) Consider the recommendation of the Planning Commission regarding the adoption of an Ordinance amending and updating sections of Chapter 30 Land Development Regulations and Chapter 10 Animals.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR SEPTEMBER 22, 2025 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



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## **CITY COUNCIL CLOSED MEETING SUMMARY**

**Monday, August 25, 2025**

**4:00 PM**

Mayor Connelly called the meeting to order at 4:01 PM.

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

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

### **BUSINESS:**

Mayor Connelly stated the purpose of the closed meeting and called for a motion.

Motion made by Councilor Sutherland, Second by Councilor Blake to close the meeting. Voting Yea: Mayor Connelly, Councilor Sutherland, Councilor Blake, Councilor Mertes

1. Conduct a closed meeting to discuss performance review and labor negotiations related to labor agreement as per MN Statute 13D.03, Subd. 1.

Attorney Sterle stated that Mr. Pagel did not wish to open the meeting to the public, as is his right. Council conducted performance review of City Administrator. Mayor Connelly will meet with Mr. Pagel to provide overview of review outcome.

Mr. Pagel arrived at 4:15 PM.

Reviewed draft labor contract and discussed adjustments if necessary.

There being no further business, the Mayor called for a motion to close the closed meeting.

Motion made by Councilor Sutherland, Second by Councilor Blake to close the closed meeting. Voting Yea: Mayor Connelly, Councilor Sutherland, Councilor Blake, Councilor Mertes

### **ADJOURN:**

There being no further business, the meeting adjourned at 4:38 PM.

Respectfully submitted:

*Kimberly Gibeau*  
 Kimberly Gibeau, City Clerk



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## **CITY COUNCIL MEETING MINUTES**

**Monday, August 25, 2025**

**5:00 PM**

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

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

**STAFF:** Tom Pagel, Kimberly Gibeau, Chad Sterle, Natalee Bushman, Andy Morgan, Rob Mattei, Chery Pierzina, Will Richter, Carl Babich

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

Mayor Connelly shared a recently received message from a visitor to the community, expressing appreciation for the beautiful flowers and the ongoing maintenance efforts. The visitor specifically commended staff for the care being taken to extend the life of the blossoms and enhance the overall appearance of the grounds.

Mayor Connelly acknowledged staff for their years of public service and dedication to the residents of the city.

**PUBLIC FORUM:** No one from the public wished to speak.

### **COUNCIL REPORTS:**

Councilor Blake attended two groundbreakings in recent weeks, Mill & Miss Apartments and Mesabi Metallica. Both were well attended events.

Mayor Connelly provides update on status of the Library study group consisting of members of both the City of Grand Rapids and Itasca County.

### **APPROVAL OF MINUTES:**

1. Approve Council minutes for Monday, August 11, 2025 Worksession and Regular meetings and Monday, August 18, 2025 Budget meeting.

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

### **VERIFIED CLAIMS:**

2. Approve the verified claims for the period August 5, 2025 to August 18, 2025 in the total amount of \$530,397.98.



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

#### CONSENT AGENDA:

3. Consider allowing the police department to enter a contract with Rampart Audit LLC for the purposes of fulfilling Minnesota statute 13.824 requirement to audit Automated License Plate Readers (ALPR)
4. Consider a subordinate agreement related to special assessments.
5. Consider approving budgeted purchase of two new servers.
6. Adopt a Resolution Accepting a FAA Grant in the amount of \$297,788 for the Vehicle Gate Replacement Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.
7. Consider entering into an agreement with SEH for the Grussendorf Trail Boardwalk project
8. Consider rehiring seasonal part-time employee at Yanmar Arena and consider wage increase for two part-time employees at the arena.

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

#### SET REGULAR AGENDA:

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

#### COMMUNITY DEVELOPMENT:

9. Consider approving a purchase agreement with Leland Snyder for the sale of city owned parcels.

Zoning Administrator, Will Richter, presented background information on proposed property sale and noted staff is recommending approval of the sale.

Motion made by Councilor Blake, Second by Councilor Sutherland to approve purchase agreement with Leland Snyder for sale of city owned parcels. Voting Yea: Mayor Connelly, Councilor Sutherland, Councilor Blake, Councilor Mertes

There being no further business, the meeting adjourned at 5:13 PM.

Respectfully submitted:

  
Kimberly Gibeau, City Clerk

## Department Summary Report

Item 2.

VENDOR NAME/INVOICE #	AMOUNT
218 TREE SERVICE LLC INV0275	1,845.00
ACHESON TIRE INC 1023443	250.00
ACHESON TIRE INC 1023607	35.00
ACHESON TIRE INC 1023713	35.00
ANDERSON GLASS I058121	60.00
ARROW EMBROIDERY/PHOTO EXPRESS 28081	34.32
ARROW EMBROIDERY/PHOTO EXPRESS 28068	64.00
ASHLEY BRUBAKER Mgr/Aug2025	449.22
AUTO VALUE - GRAND RAPIDS 175188261	37.77
BUNES SEPTIC SERVICE INC 8992-C	330.00
Burggraf's Ace Hardware 407707-A	135.35
Burggraf's Ace Hardware 407836-A	53.13
Burggraf's Ace Hardware 407950-C	37.97
Burggraf's Ace Hardware 407636	8.98
Burggraf's Ace Hardware 407705	106.40
Burggraf's Ace Hardware 407760	7.95
Burggraf's Ace Hardware 407814	115.45
Burggraf's Ace Hardware 407706 CR	(106.40)
Burggraf's Ace Hardware 407915	23.98
Carquest Auto Parts 977098	52.99
Carquest Auto Parts 977400	52.03
Carquest Auto Parts 978455	131.53
Carquest Auto Parts 978731	27.86
CHAD B STERLE LAW OFFICE P.C. I-2967	1,755.00
COLE HARDWARE INC 150511	15.14
COLE HARDWARE INC 150366	26.89
COLE HARDWARE INC 150515	20.48
COLE HARDWARE INC 151043-A	133.30
DAKOTA FLUID POWER, INC 7375673	13.56
DAVIS OIL INC 073125	102.07
ECK DESIGNS LLC 2512	770.00
EDWARDS OIL INC IN784316	1,116.01
ENVIRONMENTAL EQUIPMENT AND 25271	454.17
FAIRPLAY CORPORATION 1609726	570.00
Fastenal Company 146443	919.60
FINNLY TECH INC 1861	3,555.00
FLAGSHIP RECREATION F23888	3,715.00
GARTNER REFRIGERATION CO 105773	4,483.00
GARTNER REFRIGERATION CO 105822	1,680.00

## Department Summary Report

GRAND RAPIDS HERALD REVIEW	217971	69.00
GRAYBAR ELECTRIC COMPANY INC	9300783482	5,635.00
H & L Mesabi	44199	1,173.43
H & L Mesabi	43990-2 Credit	(640.00)
HAWKINSON SAND & GRAVEL	0712250462	458.15
ITASCA COUNTY SHERIFFS DEPT	160141	16,476.00
KUTAK ROCK LLP	3613397	3,937.80
KUTAK ROCK LLP	3613398	313.50
KUTAK ROCK LLP	3613399	57.00
L&M SUPPLY	GRR-09-10028501	28.99
LEASE LANDSCAPING INC	3950-C	278.00
LEASE LANDSCAPING INC	3954	66.60
MAKI BODY & GLASS	73549	3,071.15
MAKI BODY & GLASS	73687	1,932.65
MAKI BODY & GLASS	73688	1,051.10
MATCO TOOLS	116256	392.19
MCCOY CONSTRUCTION & FORESTRY	2567889	11.97
MICHELS LAW	GR-AUG25	8,333.34
MIDWEST SECURITY & FIRE INC	28946-C	110.00
MINNESOTA BACKFLOW TESTING	25-171	515.50
MOMENTUM ADVOCACY, LLP	1534	2,000.00
MOMENTUM ADVOCACY, LLP	1526	2,000.00
MONROE TOWMASTER LLC	1013377	219.54
NEO ELECTRICAL SOLUTIONS LLC	12142-A	1,056.95
NORTHLAND COUNSELING CENTER	083125-FD	1,760.00
NORTHLAND COUNSELING CENTER	083125	80.00
NORTHLAND PORTABLES	31823	126.00
NORTHLAND PORTABLES	32086	2,039.00
NORTHWOODS CLEANING COMPANY	10963	1,260.00
NORTHWOODS CLEANING COMPANY	10974	1,680.00
OTIS ELEVATOR COMPANY	CDH15517001-C	1,432.50
POMP'S TIRE SERVICE INC	300011490	1,136.18
Preferred Pump & Equipment LP	56001707-00	97.85
PUBLIC UTILITIES COMMISSION	AR2508000146	2,200.00
RAMPART AUDIT LLC	025080140	3,724.80
RAPIDS PLUMBING & HEATING INC	23831	330.00
RAPIDS PRINTING	42389	489.00
SANDSTROM'S INC	556711	1,256.68
SANDSTROM'S INC	557445	206.54
SHI INTERNATIONAL CORP	B20161823	5,849.88
SHI INTERNATIONAL CORP	B20164189	758.82
SHI INTERNATIONAL CORP	B20200720	4,166.00

## Department Summary Report

SHI INTERNATIONAL CORP	B20206060	21,938.00
SIR LINES-A-LOT, LLC	H25-0902-001	13,490.84
SKOGLUND ELECTRIC LLC	2322	157.50
STREICHER'S INC	I1777288	20.00
STREICHER'S INC	I1778697	100.00
SUPERONE FOODS NORTH	00210378	74.19
TREASURE BAY PRINTING	281025	21.50
TROUT ENTERPRISES INC	25-319	396.00
TRU NORTH ELECTRIC LLC	1585-C-	635.39
UNITED PARCEL SERVICE	000000568125345	65.47
VESTIS GROUP, INC	2630455678	67.93
VESTIS GROUP, INC	2630458670	73.29
VESTIS GROUP, INC	2630461117	67.01

**TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$ 137,364.98**

**CHECKS ISSUED/PRIOR APPROVAL:**

V00810 FIDELITY SECURITY LIFE	Bill #3250560	90.69
V00878 AT&T MOBILITY	Bill #25652774	2,580.12
V00891 CONSTELLATION NEWENERGY-GA	Bill #4365445	268.03
V00891 CONSTELLATION NEWENERGY-GA	Bill #4390347	463.84
V00908 CANON FINANCIAL SERVICES, INC	Bill #41615652	62.01
V00908 CANON FINANCIAL SERVICES, INC	Bill #41615651-G	45.48
V01024 CARL EDWARD FISCHER	Bill #082725	144.77
V01066 CENTURYLINK QC	Bill #333508017/Aug25-C	52.45
V01066 CENTURYLINK QC	Bill #334015245/Aug25	66.00
V01066 CENTURYLINK QC	Bill #334014654/Aug25	66.00
V01066 CENTURYLINK QC	Bill #333931501	127.00
V02038 MUTUAL OF OMAHA	Bill #1941139653	585.36
V02144 MINNESOTA ENERGY RESOURCES	Bill #0506372672-01/Jul25-C	503.79
V02144 MINNESOTA ENERGY RESOURCES	Bill #0502380460-01/Jul25	297.43
V02144 MINNESOTA ENERGY RESOURCES	Bill #0502809781-03/Aug25	18.00
V02144 MINNESOTA ENERGY RESOURCES	Bill #0508787492-07/Aug25	54.18
V03391 AMAZON CAPITAL SERVICES	Bill #194X-DK RK-4WWR	34.97
V03391 AMAZON CAPITAL SERVICES	Bill #1X6C-11H7-Q3GF-L	132.62
V03391 AMAZON CAPITAL SERVICES	Bill #17X6-VDQM-L3NF	18.86
V03391 AMAZON CAPITAL SERVICES	Bill #1DNT-Q7TQ-6Y69-L	376.75
V03429 OPERATING ENGINEERS LOCAL #	Bill #NON-BARG/OCT25/HLTH	92,144.00
V03429 OPERATING ENGINEERS LOCAL #	Bill #49ERS/OCT25/HEALTH	40,690.00
V03429 OPERATING ENGINEERS LOCAL #	Bill #49ERS/OCT25/HRA	3,519.00

## CITY OF GRAND RAPIDS BILL LIST - September 8, 2025

Item 2.

## Department Summary Report

V03458 MATTHEW WEGWERTH	Bill #083125-A	175.00
V03458 MATTHEW WEGWERTH	Bill #083125	875.00
V03477 METROPOLITAN LIFE INSURANCE	Bill #TS053963310001/SEP25	2,358.63
V03482 MINNESOTA MN IT SERVICES	Bill #DV25070434	467.35
V03517 Kevin Ott	Bill #081925	32.46
V03517 Kevin Ott	Bill #081325	18.92
V03520 THOMAS J. PAGEL	Bill #HEALTH/SEP2025	1,772.00
V03615 218 TREE SERVICE LLC	Bill #INV0173	1,910.00
V03792 MN DEPT OF LABOR & INDUSTRY	Bill #ABR0354118X	25.00
V03792 MN DEPT OF LABOR & INDUSTRY	Bill #ABR0353579X.	50.00
V03911 Lakewood Heights Apartments LLC	Bill #JUNE2025/TIF1-8	28,151.26
V03916 MN DEPT OF TRANSPORTATION	Bill #SALE OF 2007 TRUCK GPZ MID	12,628.22
V03925 MICHELLE JOHNSON	Bill #080625-L	93.74
V03932 KAXE/NORTHERN COMMUNITY RAI	Bill #DWNTWN ENTERTAINMENT LN/	75,000.00
V03967 LOFFLER COMPANIES INC	Bill #5094281	241.49
V04021 QUADIENT, INC	Bill #080125	1,000.00
V04114 MARCO TECHNOLOGIES, LLC	Bill #INV14150158	18.65
V04122 TASC - Grand Rapids	Bill #IN3529293	43.30
V04222 TROY SCOTT	Bill #073025	144.83
V04230 HOLIDAY STATIONSTORES LLC	Bill #027901092500	346.50
V04233 HOME DEPOT CREDIT SERVICES	Bill #1091/Aug25	198.97
V04249 U S BANK	Bill #7828742	575.00
V04382 PUBLIC UTILITIES COMMISSION	Bill #EDA Jul25 Utility Bills-E	331.76
V04382 PUBLIC UTILITIES COMMISSION	Bill #Fire Hall Jul25 Utility Bills	912.33
V04382 PUBLIC UTILITIES COMMISSION	Bill #PW Jul25 Utility Bills	10,115.91
V04382 PUBLIC UTILITIES COMMISSION	Bill #Golf Crs Jul25 Utility Bills	3,458.96
V04382 PUBLIC UTILITIES COMMISSION	Bill #City Hall Jul25 Utility Bills	2,529.51
V04382 PUBLIC UTILITIES COMMISSION	Bill #Kent Prop July25 Utility Bills	270.18
V04382 PUBLIC UTILITIES COMMISSION	Bill #Lib Jul25 Utility Bills	3,269.77
V04382 PUBLIC UTILITIES COMMISSION	Bill #EV Chg Jul25 Utility Bills	106.50
V04382 PUBLIC UTILITIES COMMISSION	Bill #Yanmar Jul25 Utility Bills	16,826.32
V04382 PUBLIC UTILITIES COMMISSION	Bill #DACF Jul25 Utility Bills	843.29
V04459 MN DEPT OF LABOUR AND INDUS	Bill #June0611102025	5,118.65
CITY OF GRAND RAPIIDS PAYROLL	7/25/2025	336,840.73
CITY OF GRAND RAPIIDS PAYROLL	8/8/2025	339,972.44
CITY OF GRAND RAPIIDS PAYROLL	8/22/2028	340,083.94

**TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$ 989,064.02**

**TOTAL ALL DEPARTMENTS: \$ 1,126,429.00**



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**POLICE COMMUNITY ADVISORY  
BOARD MEETING MINUTES**  
**Thursday, March 20, 2025**  
**4:00 PM**

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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.

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**CALL TO ORDER:** Pursuant to due notice and call thereof, the Police Community Advisory Board will hold a regular meeting on Thursday, March 20, 2025 at 4:00 PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids.

First Chair Connolly Called the meeting to order at 4:02PM.

**ROLL CALL:**

**PRESENT**

Board Member Dan Butterfield  
Board Chair Stephen Connolly  
Board Member Cassey Casteel  
Board Member Jessica Malmquist  
Board Member Megan MacDonell

**ABSENT**

Board Member Tom Neustrom  
Board Member Wendy Uzelac  
Board Member Nikki Roberts

**PUBLIC INPUT** (if anyone wishes to address the Board): This is your opportunity to approach the Police Community Advisory Board and publicly comment and/or share a concern about your specific issue. We ask that you approach the podium and provide your name and address for the record. A timer will be set for 5 minutes of comment. We ask that members of the public not applaud, engage in conversation, or engage in other behavior through words or action that may disrupt the following proceedings of the board. This is not a dialog, debate, or back and forth with the board but if there is something that needs to be followed up on after the meeting, we and/or City staff will do so and report back to the Police Community Advisory Board if necessary.

None

#### SETTING THE AGENDA:

Agenda approved as presented.

#### CORRESPONDENCE:

None

#### APPROVE MINUTES:

1. Consider approving minutes from the January 16, 2025 regular meeting.

Motion made to accept the January 16, 2025. Motion made by Board Member Casteel, Seconded By Board Member Butterfield, All were in favor. Minutes accepted.

1. Consider approving minutes from the January 16, 2025 regular meeting.

#### BUSINESS:

2. Grand Rapids Police Department will be detailing Pepper Ball technology

Pepper Ball Technology was presented by Instructors Officer Sean Smallen and Officer Jeff Roerick. Education, Illustration, and Discussion. Followed by Demonstration in the parking lot of the effectiveness of the Non Lethal option.

3. Received questions about AI cameras being installed in MN that detect if you are on your phone and if there are plans for them coming to GR.

Discussion regarding AI Camera's and what they are used for in Law Enforcement.

#### UPDATES:

##### Introduction of New Officer Kiara Rantala

4. New Officer Kiara Rantala

Officer Kiara Rantala was not present at the meeting due to scheduling conflict. New PCAB Board Member Megan MacDonell introduced herself to the Board. She was welcomed by all.

#### ANNOUNCEMENTS:

None

#### SET AGENDA FOR NEXT MEETING:

Police Community Advisory Board next meeting will be May 15, 2025 at 4:00pm in the City Hall Council Chambers.

#### ADJOURN:

Motion was made to adjourn: Motion made by Board Member Butterfield, Seconded by Board Member MacDonell.

Adjourned: 5:15 PM

ATTEST:

#### MEETINGS AND ATTENDANCE

The Board shall meet at minimum, four times each year as determined by the chair. A regular meeting may be cancelled by the chair or a majority of the Board. Every Board member shall be required to attend at least 75% of all meetings each calendar year. Board members who are unable to meet the attendance requirements may be removed by a majority vote of the Board. Prior to a vote considering the potential removal of a member, the member shall be afforded an opportunity to explain his or her reason for non-attendance.

#### **BOARD MEMBERS AND TERM EXPIRATION:**

Dan Butterfield - 12/31/2026

Wendy Uzelac - 12/31/2025

Stephen Connolly - 12/31/2026

Cassey Casteel - 12/31/2027

Tom Neustrom - 12/31/2025

Nicolette Roberts - 12/31/2027

Jessica Malmquist - 12/31/2027

There being no further business, the meeting adjourned at 5:15 PM.

Respectfully submitted:

Jackie Heinrich, PCAB recorder





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## PLANNING COMMISSION SPECIAL MEETING MINUTES

**Tuesday, June 24, 2025  
 4:00 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids Planning Commission will be held on Tuesday, June 24, 2025 at 4:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL:

#### PRESENT

Commissioner Betsy Johnson  
 Commissioner Patrick Goggin  
 Commissioner Paul Bignall  
 Commissioner Amanda Lamppa  
 Commissioner David Marquardt  
 Commissioner David Kreitzer

### APPROVAL OF MINUTES:

1. Consider approval of minutes from the May 1st, 2025 regular meeting.

Motion by Commissioner Goggin, second by Commissioner Lamppa to approve the minutes from the May 1st, 2025 regular meeting. The following voted in favor thereof: Kreitzer, Lamppa, Bignall, Goggin Marquardt, Johnson. Opposed: None, motion passed unanimously.

### PUBLIC HEARINGS:

2. Conduct a Public Hearing to consider a variance petition submitted by Peter and Cynthia Lyman.

Community Development Director Mattei provided background information. Peter and Cynthia Lyman have requested one variance from Section 30-563(a)2(b) which limits the combined area of accessory buildings to a maximum of 1,500 square feet on R-1 zoned lots that have an area equal to or more than 15,000 square feet. The current area of accessory space on the lot is 1,528 square feet, which was permitted through a variance previously granted by the Planning Commission in 2014. The requested variance which if granted would allow for an additional 176 square feet of detached accessory space.

Motion by Commissioner Kreitzer, second by Commissioner Johnson to open the public hearing. The following voted in favor thereof: Johnson, Marquardt, Goggin, Bignall, Lamppa, Kreitzer. Opposed: None, motion passed unanimously.

Mr. Peter Lyman, 1108 McGuire Lane explained he has already purchased the shed and was unaware that there would be an issue with adding additional accessory space.

Motion by Commissioner Lamppa, second by Commissioner Goggin to close the public hearing. The following voted in favor thereof: Kreitzer, Lamppa, Bignall, Goggin, Marquardt, Johnson. Opposed: None, motion passed unanimously.

Attorney Sterle noted for the record a letter had been submitted from Travis Cole, 1111 McGuire Lane, he is neutral on the outcome of the variance. He is however following the Commission's decision because he is considering adding an accessory structure to his property.

1. Is this an "Area" variance rather than a "Use" variance?

Area

2. Does the proposal put property to use in a reasonable manner?

Why/Why not- Yes, it is a single family lot and it is being used as that.

3. Is the owner's plight due to circumstances which are unique to the property and which are not self-created by the owner?

Why/Why not- Yes, the lot is larger than most in it's zoning designation and should allow for more accessory structure square footage.

4. Is the variance in harmony with the purposes and intent of the ordinance?

Why/Why not-It is not in direct conflict of the purpose and intent of the ordinance because it is a larger lot size.

5. Will the variance, if granted, alter the essential character of the locality?

Why/Why not- No, it is still a residential lot and will allow for the owners to keep it looking nice by keeping tools and mowers inside a shed rather than out in the open.

6. Is the variance consistent with the comprehensive plan?

Why/Why not- Yes, it will help sustain and assist with the maintenance of the neighborhood.

Motion by Commissioner Kreitzer, second by Commissioner Johnson that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby grant the following variance to Peter and Cynthia Lyman for the property legally described within the presentation.

a variance from the requirements of 30-563(a)2(b) which limits the combined area of accessory buildings to a maximum of 1,500 sq. ft. on R-1 zoned lots that have an area equal to or more than 15,000 sq. ft. If granted the variance requested, would permit the addition of a 11 x 16 (176 sq.ft.) detached accessory structure, bringing the total accessory space permitted on the subject property to a maximum of 1,704 sq. ft.

The following voted in favor thereof: Johnson, Goggin, Bignall, Lamppa, Kreitzer. Opposed: Marquardt, motion passed.

#### GENERAL BUSINESS:

3. Consider a recommendation to the City Council regarding vacation of a portion of the platted 12th Ave. NW right-of-way within Syndicate Division to Grand Rapids

A power point presentation provided the background for the vacation request. Diane Larson, Executive Director on behalf of the Itasca County HRA submitted a vacation request for a portion of the 12th Avenue NW Right of Way of Lots 13-18, Block 10 of Syndicate Division, Grand Rapids, Itasca County, Minnesota. If approved, the vacation would permit the applicant to reconstruct a portion of their existing parking.

The Commissioners reviewed the considerations for the record.

1. Is the right-of-way needed for traffic purposes?

Why/Why not? No, it is not needed for traffic purposes.

2. Is the right-of-way needed for pedestrian purposes?

Why/Why not? No, it is not there is no sidewalk in that location.

3. Is the right-of-way needed for utility purposes?

Why/Why not? A utility easement will be retained.

4. Would vacating the right-of-way place additional land on the tax rolls?

Why/Why not? There will be no change to the tax rolls.

5. Would vacating the right-of-way facilitate economic development in the

City? Why/Why not? Yes, it will allow for better parking for the current tenant and future tenants.

Motion by Commissioner Goggin, second by Commissioner Lamppa that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby forward to the City Council a recommendation to approve the vacation of public right-of-way described as:

*The East 7' of the 12th Avenue NW lying adjacent to Lots 13-18 and the East 7' of 12th Avenue NW lying adjacent to the south half of the vacated E/W alley, all located in Block 10 of Syndicate Division, Grand Rapids, Itasca County, Minnesota.*

Contingent on the following stipulation:

That a public infrastructure easement be retained.

The following voted in favor thereof: Johnson, Marquardt, Goggin, Bignall, Lamppa. Opposed: None, Kreitzer abstained, motion passed.

#### PUBLIC INPUT:

*Individuals may address the Planning Commission about any non-public hearing item or any item not included on the Regular Meeting Agenda. Speakers are requested to come to the podium, state their name and address for the record and limit their remarks to three (3) minutes.*

There was no input from the public.

#### MISCELLANEOUS:

#### REPORTS/ANNOUNCEMENTS/UPDATES:

Community Development Director Mattei updated the Commissioners on the Farm Animal Ordinance, there needs to be more discussion and research done before bringing it back to the Commission.

ADJOURNMENT:

There being no further business the meeting adjourned at 4:43 p.m.

NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 7, 2025 AT 4:00 PM.

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

ATTEST: Aurimy Groom, Administrative Assistant



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

## **POKEGAMA GOLF COURSE BOARD MEETING MINUTES**

**Tuesday, July 15, 2025  
7:30 AM**

Chair McDonald called the meeting to order at 7:30 AM.

**PRESENT:** Chair Rick McDonald, Board Member John Ryan, Board Member Tom Lagergren, Board Member Deb Godfrey, Board Member Gabrielle Jerulle

**STAFF:** Tom Beaudry, Steve Ross, Kimberly Gibeau, Natalee Bushman

### **PUBLIC INPUT:**

No one from the public was present.

**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.)

Motion made by Board Member Godfrey, Second by Board Member Ryan to approve the agenda as presented. Voting Yea: Chair McDonald, Board Member Ryan, Board Member Lagergren, Board Member Godfrey, Board Member Jerulle

### **APPROVE MINUTES:**

1. Approve Golf Board minutes for June 20, 2025 Special meeting.

Motion made by Board Member Jerulle, Second by Board Member Lagergren to approve the minutes as presented. Voting Yea: Chair McDonald, Board Member Ryan, Board Member Lagergren, Board Member Godfrey, Board Member Jerulle

### **CLAIMS AND FINANCIAL STATEMENTS:**

2. Consider approving verified claims.

Motion made by Board Member Ryan, Second by Board Member Lagergren to approve the verified claims as presented. Voting Yea: Chair McDonald, Board Member Ryan, Board Member Lagergren, Board Member Godfrey, Board Member Jerulle

### **REPORTS:**

#### Maintenance Report:

The golf course maintenance team has faced several challenges recently, primarily due to persistent rain and the busy Fourth of July week, which caused some delays. While maintenance is now resuming,

equipment issues are becoming more frequent, highlighting the urgent need for the new equipment package. A fairway mower was down for about a week but has since been repaired. Rapid grass growth, limited mowing days, and scheduling conflicts—particularly on Ladies Day—have caused some minor incidents with golfers, though these have been addressed.

Pest control efforts continue, with treatments for grubs and Asian beetles underway. Damage from skunks attracted by grubs has decreased, thanks to fall and spring trapping. Sand traps have become compacted due to heavy rain; new cultivators and tines are on order to improve conditions, and there are long-term plans to fully renovate bunkers with proper drainage, liners, and sand. Some fairways, especially on holes 12 and 16, are showing signs of decline, which are being treated with targeted spraying.

Staffing levels are expected to drop in mid-August as student workers return to school.

Meanwhile, the Toro equipment order is delayed, with reports of some superintendents still waiting two years for deliveries. Service delays with Toro have prompted consideration of John Deere equipment, which could be delivered this fall and comes with more reliable local service.

Discussed and supported the removal of a problematic silver maple on hole 6, whose roots are impacting the green. Plans include replacing it with smaller trees to maintain course aesthetics.

#### Managers Report:

Overall, things are going well. Financials year-to-date show positive trends on the revenue side, though there's a temporary gap in expense reporting due to the city's transition to a new system. The upgraded system will include features like time clock integration and improved reporting, which should prevent past confusion—such as citywide charges being mis-attributed. Currently, operations are running on a temporary, manual system until the new one is fully online. Revenue is trending upward compared to the same time last year, but there are ongoing struggles with the point-of-sale system, especially concerning lack of support for email and the online store.

Despite these challenges, course conditions are strong thanks to Steve's efforts, and pace of play is good. Starter Rangers have been a challenge this year, so some shifts remain uncovered due to staffing.

There was a conversation about need for more dock space at the beach/park landing and whether dock-related expenses fall under the golf course's budget. It was confirmed they do. While the need for such expenses is understood, unplanned costs—like a recently installed \$13,000 water feature on hole two to prevent sludge—have already impacted the budget. Unforeseen maintenance needs, such as deteriorating retaining walls (which are confirmed to be the golf course's responsibility), are ongoing concerns.

#### **BUSINESS:**

##### **3. Consider recommending approval of purchase of 10 cars in 2026**

A recommendation is being considered to approve the purchase of 10 new golf carts in 2026. These would replace the aging brown carts currently in use, which frequently require new batteries and ongoing maintenance. While 60 carts are advertised for events, only about 54 are reliably able to complete 18 holes. Recent breakdowns have underscored the need for replacements with ongoing repairs taking up staff time, and costs adding up. The purchase

aligns with a long-term capital plan that begins in 2029, aiming to rotate carts out gradually rather than replacing all 60 at once. This staggered approach supports better cash flow management, especially in seasons impacted by poor weather.

Motion made by Board Member Lagergren, Second by Board Member Godfrey to approve recommendation of purchase of 10 golf carts in 2026. Voting Yea: Chair McDonald, Board Member Ryan, Board Member Lagergren, Board Member Godfrey, Board Member Jerulle

Motion made by Board Member Ryan, Second by Board Member Jerulle to adjourn the meeting at 7:55 AM. Voting Yea: Chair McDonald, Board Member Ryan, Board Member Lagergren, Board Member Godfrey, Board Member Jerulle

Respectfully submitted:

  
Kimberly Gibeau, City Clerk



**GRAND RAPIDS PUBLIC UTILITIES COMMISSION**  
**MEETING MINUTES**  
**Wednesday, July 23, 2025**  
**4:00 PM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission will be held on Wednesday, July 23, 2025 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

**President Stanley called the meeting to order at 4:00PM**

CALL OF ROLL:

**PRESENT: President Tom Stanley, Commissioner Nancy Saxhaug, Commissioner Rick Smith**

**ABSENT: Secretary Luke Francisco, Council Representative Rick Blake with notice**

**OTHERS: Julie Kennedy, Jean Lane, Steve Mattson, Chad Troumbly, Michael LeClaire, Megan Sjostrand**

PUBLIC FORUM:

**No one from the public was present.**

APPROVAL OF MINUTES:

1. Consider a motion to approve the June 12, 2025 Work Session Minutes and June 25, 2025 Regular Meeting Minutes.

**Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the June 12, 2025 Work Session Minutes and June 25, 2025 Regular Meeting Minutes.**  
**Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

VERIFIED CLAIMS:

2. Consider a motion to approve \$2,346,186.97 in verified claims for June and July 2025.

**Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve \$2,346,186.97 in verified claims for June and July 2025.**  
**Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

COMMISSION REPORTS:

**None.**

CONSENT AGENDA: Any item on the consent agenda shall be removed for consideration by the request of any one Commission member, Utility Staff, or the public and put on the regular agenda for discussion and consideration.



**Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the consent agenda as presented.**

**Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

3. Consider a motion to authorize the sale of 2021 GMC Canyon to Enterprise or at an auction.

**Approved on consent agenda.**

4. Consider a motion to ratify the agreement with Paul Bunyan Communications to provide Wi-Fi service, including labor and hardware, for a one-time cost of \$3,634.08.

**Approved on consent agenda.**

5. Consider a motion to ratify the General Manager's execution of an addendum to the Oracle contract, acknowledging Oracle as a third-party vendor under the Trimble (Cityworks) license.

**Approved on consent agenda.**

6. Consider a motion to ratify the procurement contract with Badger State Inspection for a Grid Bee GS-9 mixer for the WTP clear well for \$16,616.

**Approved on consent agenda.**

7. Consider a motion to ratify the procurement contract with Duncan Company for an eight-inch Cla-Val pump control valve for #2 High Service Pump for the WTP for \$19,016.

**Approved on consent agenda.**

8. Consider a motion to ratify the procurement contract with Keller Fence for the fence repair around well 4 and 6 for \$24,582.31.

**Approved on consent agenda.**

9. Consider a motion to ratify the procurement contract with Water Conservation Services Inc. for a leak study around Grand Rapids for \$9,850.

**Approved on consent agenda.**

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

**Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the regular agenda as presented.**

**Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

**CONTRACTS:**

10. Consider a motion to approve the purchase and installation of firewall and switch equipment by Paul Bunyan Communications and authorize the General Manager to sign the agreement for a one-time cost of \$43,874.75.

**Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the purchase and installation of firewall and switch equipment by Paul Bunyan Communications and authorize the General Manager to sign the agreement for a one-time cost of \$43,874.75.**

**Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

11. Consider a motion to approve the procurement contract with Dave Berg Consulting LLC to update to the electric and water/wastewater cost of service studies and authorize the General Manager to sign the contract in the amount of \$29,000.

**Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the procurement contract with Dave Berg Consulting LLC to update to the electric and water/wastewater cost of service studies and authorize the General Manager to sign the contract in the amount of \$29,000.**

**Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

12. Consider a motion to approve change order #1 in the amount of \$8641.54 for ELCP-00-0717, Airport Road Electric Underground Installation Project.

**Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve change order #1 in the amount of \$8641.54 for ELCP-00-0717, Airport Road Electric Underground Installation Project.**

**Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

13. Consider a motion to approve the procurement contract with Badger State Inspection for the south tower coating rehabilitation for \$96,700 and authorize the General Manager to sign the contract.

**Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the procurement contract with Badger State Inspection for the south tower coating rehabilitation for \$96,700 and authorize the General Manager to sign the contract.**

**Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

14. Consider a motion to approve the procurement contract with TNT Construction Group for replacing seven fire hydrants throughout Grand Rapids for \$64,850 and authorize the General Manager to sign the contract.

**Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the procurement contract with TNT Construction Group for replacing seven fire hydrants throughout Grand Rapids for \$64,850 and authorize the General Manager to sign the contract.**

**Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

15. Consider a motion to approve the procurement contract with General Repair for the replacement Recycle Pump for the water plant for \$28,261 and authorize the General Manager to sign the contract.

**Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the procurement contract with General Repair for the replacement Recycle Pump for the**

**water plant for \$28,261 and authorize the General Manager to sign the contract.  
Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

16. Consider a motion to approve the procurement contract with Ziegler Power Systems for a generator for well 4 and authorize the General Manager to sign the contract for \$94,965.

**Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve the procurement contract with Ziegler Power Systems for a generator for well 4 and authorize the General Manager to sign the contract for \$94,965.**

**Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

17. Consider a motion to approve the procurement contract with NOS Automation for the Radio Communication Upgrades for the water system and authorize the General Manager to sign the contract for \$31,100.

**Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the procurement contract with NOS Automation for the Radio Communication Upgrades for the water system and authorize the General Manager to sign the contract for \$31,100.**

**Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

18. Consider a motion to approve a procurement contract with Bolton and Menk, Inc. (BMI) for additional services and water system modeling and authorize the General Manager to sign the contract for \$214,088.

**Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve a procurement contract with Bolton and Menk, Inc. (BMI) for additional services and water system modeling and authorize the General Manager to sign the contract for \$214,088.**

**Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

#### OPERATIONS & CAPITAL UPDATES:

19. Operations & Capital Updates

**GRPU staff presented the Operations & Capital Updates and the 2025 Q2 Annual Work Plan Scorecard Updates**

20. Consider a motion to approve the July 1, 2025 renewal of the General Liability and Commercial Property Insurance with LMCIT in the amount up to \$156,007, authorize payment of premium, and authorize the President to sign the annual Liability Coverage Waiver Form accepting the monetary limits on municipal tort liability established by MN SS 466.04.

**Motion made by Commissioner Smith, Seconded by Commissioner Saxhaug to approve the July 1, 2025 renewal of the General Liability and Commercial Property Insurance with LMCIT in the amount up to \$156,007, authorize payment of premium, and authorize the President to sign the annual Liability Coverage Waiver Form accepting the monetary limits on municipal tort liability established by MN SS 466.04.**

**Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

21. Consider a motion to approve a revision on the Water Hydrant Use policy and Water Hydrant Use Agreement.

**Motion made by Commissioner Saxhaug, Seconded by Commissioner Smith to approve a revision on the Water Hydrant Use policy and Water Hydrant Use Agreement.  
Voting Yea: President Stanley, Commissioner Saxhaug, Commissioner Smith**

**REPORTS:**

**22. Monthly Reports**

**Reviewed GRPU Monthly Reports**

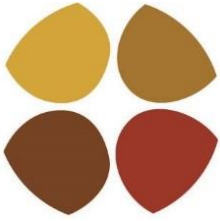
**ADJOURNMENT:**

**There being no further business, the meeting adjourned at 5:07 PM.**

**Respectfully submitted,**

*Megan Sjostrand*

**Megan Sjostrand**



# CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION MEETING MINUTES

Wednesday, July 30, 2025  
4:00 PM

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## MISSION STATEMENT

*The Mission of the Grand Rapids Human Rights Commission is to promote a community of harmony and respect for the rights and dignity of all.*

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CALL TO ORDER: Pursuant to due notice and call thereof, the Human Rights Commission will hold a regular meeting on Wednesday, July 30th, 2025, at 4:00pm in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

The meeting was called to order by Chair Erickson at 4:14pm.

### ROLL CALL:

#### PRESENT:

Commissioner Angella Erickson  
Commissioner Doug Learmont  
Commissioner Amy Blomquist  
Commissioner Julee Jackson  
Commissioner Janet Miller  
City Liaison, City Attorney Chad Sterle

#### ABSENT:

Commissioner Ronald Grossman  
Commissioner Katelyn Dokken  
Commissioner Stephanie Meittunen  
Council Representative Molly MacGregor

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

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 Commission members present.)

**Motion made by Commissioner Blomquist, Seconded by Commissioner Jackson to add Introductions to the Agenda, prior to the Presentation. Voting Yea: Commissioner Erickson, Commissioner Learmont, Commissioner Blomquist, Commissioner Jackson, Commissioner Miller**

### PRESENTATION:

1. City Liaison, City Attorney Chad Sterle

City Liaison, City Attorney Chad Sterle discussed that the City Council created the Human Rights Commission by Ordinance back in 2004, at a time when there were not many rural commissions of this type. There is opportunity for change as there haven't been any changes since 2018 when the 75% attendance requirement was added. He handed out the Ordinance and the Bylaws for the Commissioners to review for the August meeting.

#### APPROVE MINUTES:

2. Approve June 25, 2025, Minutes

**Motion made by Commissioner Blomquist, Seconded by Commissioner Miller to approve the minutes with corrections from June 25, 2025. Voting Yea: Commissioner Erickson, Commissioner Learmont, Commissioner Blomquist, Commissioner Jackson, Commissioner Miller**

#### FINANCIALS:

3. Approve Financials for July 2025

No motion needed per City Attorney Chad Sterle.

#### BUSINESS:

4. Workplan

Discussed where the Commission is in Quarter 3 and went over the survey, interfaith and Indigenous People's Day. They will review these again next meeting. Looking ahead at Quarter 4 and planning for 2026, the Commission could still do something in November and establish a Housing work group to work with the Itasca County HRA Executive Director Diane Larson at the Community Needs Assessment.

#### UPDATES:

5. League of MN Cities-Braver Angels Workshop

Council Representative MacGregor is absent this evening and they will follow up with her next meeting on possibly hosting a Braver Angels Workshop.

6. League of MN Cities-Annual Conference

Once again Council Representative MacGregor is absent and will have information to update the Commission at the next meeting.

7. Work Groups

Community Needs Assessment WG: Commissioners Meittunen, Jackson, Blomquist & Council Representative MacGregor

ADA Compliance WG: Commissioners Learmont and Erickson

Community Events WG: Commissioners Erickson, Jackson and Dokken

City Staff/Volunteer Survey WG: Commissioners Erickson and Jackson

CNA Assessment WG: Commissioners Meittunen, Blomquist & Council Representative MacGregor. This work group is ongoing.

ADA Compliance WG: Commissioners Erickson and Learmont met with the Jon Peterson, the City's Facility Maintenance Manager/Building Official and Rob Mattei, the City's Community Development Director to discuss Disability Issues, Challenges and the possibility of the City doing an accessibility audit for City-owned properties. The Commissioners drafted a letter titled City Accessibility Recommendations as a start and will try to meet with Jon Peterson and Rob Mattei again.

Community Events WG: Commissioners Erickson, Jackson and Dokken. Getting things lined up for Indigenous People's Day has been a challenge and it needs to be done soon.

City Staff/Volunteer Survey WG: Commissioners Erickson and Jackson. City Attorney Chad Sterle said that the draft of the survey is done well and the City's Human Resources Officer is now reviewing it.

#### 8. Community Engagement/Education

Grace House has a pancake breakfast the Sunday of Tall Timber Days.

#### 9. Current Events

The City is probably not having a booth at either Tall Timber Days or the Itasca County Fair. National Night Out is also coming up and the Commission should put it on their calendar for next year's event.

#### CALLS/COMPLAINTS/INQUIRIES:

None.

#### SET AGENDA FOR NEXT MEETING:

#### BUSINESS:

1. Review Bylaws and City Ordinance Documents
2. Workplan

#### UPDATES:

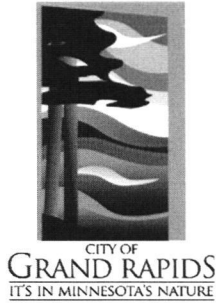
3. Community and/or Internal Collaboration
4. League of MN Cities-Braver Angels Workshop & Annual Conference
5. Work Groups:
  - CNA WG: Council Representative MacGregor, Commissioners Meittunen & Blomquist
  - ADA Compliance: Commissioners Learmont & Erickson
  - Community Events WG: Commissioners Erickson, Jackson and Dokken
  - City Staff/Volunteer Survey WG: Commissioners Erickson and Jackson
6. Community Engagement/Education
7. Current Events

#### ADJOURN:

Commission Chair Erickson adjourned the meeting at 5:35pm

Respectfully Submitted by Cynthia Lyman





## GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, August 13, 2025

5:00 PM

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids Area Library Board will be held on Wednesday, August 13, at 5:00 PM in City Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

Chair Martin called meeting to order at 5:00 PM.

### CALL OF ROLL:

Present: Barr, Casteel, Dobbs, Litchke, Martin, Richards, Squadroni, Teigland

Absent: King

Staff: Amy Dettmer, Library Director

### APPROVAL OF AGENDA:

Motion: approve agenda

Mover: Richards

Seconder: Dobbs

Result: Passed unanimously

### PUBLIC COMMENT (if anyone wishes to address the Board):

None

### APPROVAL OF MINUTES:

1. Consider approval of Library Board Minutes

Motion to approve Minutes

Mover: Richards

Seconder: Litchke

Result: Passed unanimously

COMMUNICATIONS:

2. Note of appreciation from Danielle.

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Consider approval of Library Bill List.

Motion to approve Bill List

Mover: Barr

Seconder: Dobbs

Result: Passed 8-0 via roll-call

CONSENT AGENDA (Roll Call Vote Required):

3. Consider accepting donations.

Motion to: approve Consent Agenda

Mover: Dobbs

Seconder: Casteel

Result: Passed 8-0 via roll-call

REGULAR AGENDA:

4. Library advocacy update  
Informational

UPDATES:

Friends

By Teigland – book sale in July was a huge success.

By Dettmer- 19 volunteers 75 hours at book sale.

Foundation

By Barr – Next meeting is 9-18 at CPC.

STAFF REPORTS:

6. Review library reports and statistics.

ADJOURNMENT:

Chair Martin adjourned the meeting at 5:17.

NEXT REGULAR MEETING IS SCHEDULED FOR SEPTEMBER 10, 2025, AT 5:00 PM.

ATTEST: AMY DETTMER, Director of Library Services

Item 3.

Item 3.

EFT Payment	Payment Amount
No	3,522.65
No	105.85
No	2,530.00
No	210.53
No	148.95
No	428.66
No	382.95
No	151.66
No	1,900.00
No	400.00
No	20.38
No	2,300.00
No	52.85
No	33.45
No	176.70
No	842.70
Total	13,207.33

## Billing Address

INGRAM LIBRARY SERVICES LLC ONE INGRAM BLVD AVERGNE TN 37086 United States  
 DEMCO INFO BOX 886231 MILWAUKEE WI 53288-8623 United States  
 GARTNER REFRIGERATION CO 331 W SUPERIOR ST LUTHER MN 55806 United States  
 MIDWEST TAPE LLC 17 TIMBERWOLF DRIVE HOLLAND OH 43526 United States  
 BLACKSTONE PUBLISHING CO BOX 780962 PHILADELPHIA PA 19178 United States  
 INNOVATIVE OFFICE SOLUTIONS LLC LOCKBOX #13143 PO BOX 141 MINNEAPOLIS MN 55480 United States  
 PERSONNEL DYNAMICS LLC 604 NW 1ST AVE PO BOX 193 GRAND RAPIDS MN 55741 United States  
 VESTIS GROUP, INC 600 COLONIAL CENTER PARKWAY SUITE 140 ROSWELL GA 30070 United States  
 ITASCA AREA SCHOOLS COLLABORATIVE 650 SW 7TH AVENUE GRAND RAPIDS MN 55744 United States  
 BUNES SEPTIC SERVICE INC 693 BLUEBIRD DR GRAND RAPIDS MN 55741 United States  
 BTAC ACQUISITION CORP BAKER & TAYLOR LLC PO BOX 27793 ATLANTA GA 30384 United States  
 ALLISON PETERSON NORTHWOODS CLEANING COMPANY 8064 DANSON RD GRAND RAPIDS MN 55741 United States  
 ARROWHEAD LIBRARY SYSTEMS 528 EMERALD AVE MOUNTAIN IRON MN 55768 United States  
 EBSCO INDUSTRIES, INC EBSCO SUBSCRIPTION SERVICE PAYMENT PROCESSING CENTER PO BOX 20466 DALLAS TX 75320 United States  
 SANDSTROM'S INC 57 E HWY 20 BOX 206 GRAND RAPIDS MN 55741 United States  
 SHI INTERNATIONAL CORP 3 KNIGHTSBRIDGE ROAD PISCATAWAY NJ 08854 United States

Meeting Identifier
Library Meeting
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RESOLUTION NO. 2025-08  
A RESOLUTION ACCEPTING DONATIONS

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

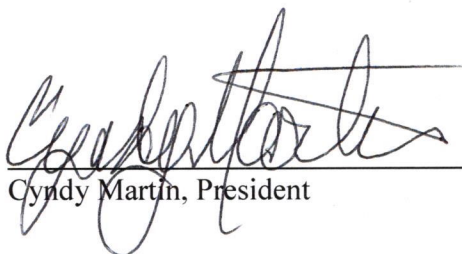
WHEREAS, every such acceptance shall be by resolution of the governing body adopted by a two-thirds majority of its members,

NOW THEREFORE, BE IT RESOLVED, that the Library Board of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donations and terms of the donors as follows:

**Grand Rapids Area Library Foundation - \$2,475.28**

**Neil Nicolaus and Susan Johnston - \$52.00 for *The Sun* magazine**

Adopted this 13th day of August 2025

  
Cyndy Martin, President

  
Jennifer Barr, Secretary



# GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

**Thursday, August 14, 2025  
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, August 14, 2025 at 4:00 PM.

## CALL TO ORDER

## CALL OF ROLL

### PRESENT

President Sholom Blake  
Commissioner Wayne Bruns  
Council Representative Rick Blake  
Council Representative Dan Mertes

### ABSENT

Commissioner Al Hodnik  
Commissioner Bill Martinetto

**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 July 24, 2025 regular meeting.

Motion by Commissioner Bruns, second by Commissioner R. Blake to approve minutes from the July 24, 2025 regular meeting. The following voted in favor thereof: Bruns, Mertes, S. Blake, R. Blake. Opposed: None, motion passed unanimously.

## APPROVE CLAIMS

2. Consider approval of claims in the amount of \$14,771.50.

Motion by Commissioner Mertes, second by Commissioner Bruns to approve claims in the amount of \$14,771.50. The following voted in favor thereof: R. Blake, S. Blake, Mertes, Bruns. Opposed: None, motion passed unanimously.

## BUSINESS

3. Consider approval of a proposal submitted by Braun Intertec for Environmental Consulting Services in connection with the former Itasca Co. Farm Services Co-op.



In order to redevelop this site GREDA will need to provide a Response Action Plan (RAP) which, once prepared, will need to be approved by the MPCA. Braun Intertec has submitted a proposal to prepare a RAP for an estimated cost of \$5,558.00.

Motion by Commissioner R. Blake, second by Commissioner Bruns to approve a proposal submitted by Braun Intertec for Environmental Consulting Services in connection with the former Itasca Co. Farm Service Co-op. The following voted in favor thereof: Bruns, Mertes, S. Blake, R. Blake. Opposed: None, motion passed unanimously.

4. Consider approval of a proposal submitted by SEH for professional services in connection with subdivision of the former ISD 318 Admin. Property (Site)

SEH has submitted a proposal for professional services involved in preparing a preliminary and final plat and any miscellaneous services for the subdivision of the former ISD 318 Administration site.

Motion by Commissioner Bruns, second by Commissioner Mertes to approve a proposal submitted by SEH for professional services in connection with the subdivision of the former ISD 318 Administration Site.

5. Consider adopting a resolution approving certain lender documents related to the Unique Opportunities Housing Project

The Developer is in the process if refinancing on the project and as a condition of the loan the lender requires the City and GREDA to approve certain lender documents.

Motion by Commissioner R. Blake, second by Commissioner Mertes to adopt a resolution approving certain lender documents related to the Unique Opportunities Housing Project.

## UPDATES

Primacy Strategy Group- Staff has had meetings with the consultant regarding the 48C Tax Credit and there is a program for changing legislation. A from Representative Stauber's office will also be contacting the census bureau.

Oppidan- President Blake spoke at the ground breaking ceremony which was well attended. The project was a great collaboration between all parties involved.

Hwy 35- The zoning on their location has been approved and they are just waiting for the OCM to do an inspection so they can start growing. They are also working on extending the rough in plumbing for the manufacturing expansion.

## ADJOURN

There being no further business the meeting adjourned at 4:20 p.m.

## MEMBERS & TERMS

Dan Mertes - 12/31/2025 Council Representative

Rick Blake - 12/31/2025 Council Representative

Wayne Bruns - 3/1/31

Sholom Blake - 3/1/31

Al Hodnik - 3/1/27





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** September 8, 2025

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

**PREPARED BY:** Chief Andy Morgan

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### BACKGROUND:

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

On August 26, 2025 Board Member Nikki Roberts contacted the Police Chief and requested to resign from the board. Please see attached letter for additional insight.

Nikki's personal insight and passion to better our community will be missed.

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

### REQUESTED COUNCIL ACTION:

Consider accepting the resignation of Nikki Roberts from the Police Community Advisory Board and authorize filling the vacancy.

Nicolette Roberts  
08/26/2025

Dear Adam,

Please accept this letter as a formal notice of my resignation from PCAB. I am grateful for the opportunity and have valued working with you and your team. My health has been fundamental in this decision.

Sincerely,  
Nikki



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** September 8, 2025

**AGENDA ITEM:** Consider approving airport land leases

**PREPARED BY:** Matt Wegwerth

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**BACKGROUND:**

Two hangars have recently been constructed at the Grand Rapids / Itasca County Airport and the attached land leases cover these buildings.

**REQUESTED COUNCIL ACTION:**

Make a motion approving airport land leases with Rusty Eichorn and Rajdl Real Estate LLC

GRAND RAPIDS - ITASCA COUNTY

# AIRPORT

*1500 SE 7th Avenue - Grand Rapids, MN 55744*

## AIRPORT LAND LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 29 day of AUG, 2025, by and between the GRAND RAPIDS-ITASCA COUNTY AIRPORT, owned by the City of Grand Rapids, a municipal corporation, and Itasca County, Minnesota, hereinafter referred to as LESSOR, and Rusty Eichorn of 31708 Laplant Road, Grand Rapids, MN 55744 hereinafter referred to as LESSEE:

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

- 1) RENT. Lessee shall pay Lessor rent at the rate of \$0.50 per square foot per year, which equates to a total rent as described on the attached Exhibit A. Said rent shall increase at the rate of one cent (or \$.01) per square foot per year for the term of the lease, with the first increase to take effect on January 1st of 2026, and then on January 1st of every year thereafter.
- 2) TERM. Lessor shall lease the subject property to Lessee for a period of twenty (20) years beginning September 1, 2025 and ending on December 31, 2044.
- 3) RENEWAL OPTION. This lease will be automatically renewed and extended in twenty (20) year increments, at the same terms and conditions in effect at that time which are consistent with terms and conditions of similar leases at other airports of similar structure, upon the election of the Lessee. The parties agree that on any renewals there will be no changes that would restrict the Lessee's rights as set forth in Paragraph 4 of the Lease Agreement.
- 4) TERMINATION. Lessor may terminate this lease (or any extensions hereto) upon written notice to Lessee, delivered at least five (5) years prior to the expiration of the lease term and annually thereafter. These notices shall either be hand-delivered or by registered mail with return receipt requested. Both parties shall continue to perform their obligations under this Lease Agreement until the leased premises has been vacated. Upon termination, unless the Lessee elects otherwise, Lessor shall pay

Lessee for the value of the improvements that remain at that time to be determined either by agreement or by an independent certified appraiser to whom the parties mutually agree. If the parties fail to agree on the appraiser, either or both parties will use a mediator to select an appraiser who shall then determine the value. At Lessee's option, the improvements may be removed and the land restored to its original condition prior to termination of the lease. If this option is exercised and the Lessee fails to remove the property and restore the premises by the termination date, the Lessor may remove the improvements and restore the premises to its original condition and collect any costs incurred with the same. The parties further agree that the indemnification provisions referred to in Paragraph 9 of this Lease Agreement shall survive termination.

- 5) **NON-PAYMENT OF RENT, DEFAULT.** If any one or more of the following occurs: (1) a rent payment or any other payment due from Lessee to Lessor shall be and remain unpaid in whole or in part for more than thirty (30) days after same is due; (2) Lessee shall violate or default on any of the other covenants or agreements herein; or (3) if Lessee shall cease existence, liquidate, dissolve or commence proceedings under a bankruptcy, receivership, insolvency or similar type of action, and which results in default of this lease, then it shall be the option of the Lessor to declare this Lease Agreement forfeited and the said term ended, and to re-enter the Leased Premises, with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom, and Lessor shall not be liable for damages by reason of such re-entry or forfeiture; but notwithstanding re-entry by Lessor or forfeiture or termination of this Lease Agreement, the liability of Lessee for the rent and all other sums provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease Agreement. Lessee shall be responsible for, in addition to the rentals and other sums agreed to be paid hereunder, any and all costs paid by Lessor required to enforce its rights under this Lease Agreement, including but not limited to reasonable attorney fees actually incurred by Lessor in any suit or action instituted by Lessor to enforce the provisions of this Lease Agreement, or the collection of the rentals due Lessor hereunder. Lessee shall also be liable to Lessor for the payment of interest at the highest permissible rate of interest allowed under the usury statutes of the State of Minnesota, or in case no such maximum rate of interest is provided, at the rate of 12% per annum, on all rentals and other sums due Lessor hereunder not paid within thirty (30) days from the date same becomes due and payable. Lessor shall be allowed to lease the hangar on the leased premises to any other party at such terms that allow Lessor to recover any costs and expenses herein.
- 6) **LEASE TRANSFER.** Lessee retains the right to transfer their interest in the property to a new owner subject to Lessor's right of first refusal. Lessee shall provide a written notice to Lessor by certified mail with return receipt requested or by personal service setting forth the price and terms. Lessor, within thirty (30) days receipt of the price and terms, shall agree to enter into a binding agreement with a closing date within forty-five

(45) days. Failure to comply with the time requirements shall allow Lessee to transfer to a third party, but not at more favorable terms and conditions as offered to the Lessor. Any transfer by operation of law including through succession of interest upon death shall be authorized and not subject to right of first refusal.

- 7) **PERMITTED USE.** Lessee shall have the right to erect or maintain a hangar for privately owned aircraft. If a hangar is not already situated on the premises at the time this lease is created, the Lessee shall complete construction of such hangar according to plans and specifications as approved in writing by Lessor and according to building permits as authorized by the City of Grand Rapids. Upon issuance of a building permit, if said construction is not completed within the first three (3) years of this lease, this lease shall expire, and Lessee shall be responsible for all costs incurred by Lessor to restore the premises to its original condition. Lessor reserves the right to demand good and sufficient bond against liens for any construction or remodeling of structures on the leased premises.
- 8) **RESTRICTIVE COVENANTS.** Lessee shall comply with all the following covenants:
- a. The hangar placed on the leased premises shall be kept in a neat and orderly condition and shall be painted or repainted at such time or times and of such color or colors; all as may reasonably be directed by Lessor, Mn/DOT Office of Aeronautics, any agency of the United States Government, or any other agency having jurisdiction over the airport facility. No additions, modifications or alterations shall be made to the hangar without written consent of Lessor.
  - b. No signs or advertising matter of any kind shall be painted, posted or displayed upon any hangar or the leased premises without written consent of Lessor.
  - c. No excavation shall be made upon the leased premises and no fences or sidewalks shall be constructed thereon without the written consent of Lessor.
  - d. The parties agree that any structure placed on the premises does not become a part of the real property. Removal is subject to Paragraph 4 of this Lease Agreement.
  - e. No buildings or structures placed upon the leased premises shall become a part of the realty, except as hereinafter provided.
  - f. Explosives, gasoline, oil, and other highly flammable material of any kind kept on the leased premises shall be kept in such a manner as the Lessor shall from time to time determine. Storage of such material shall be kept in such manner as to comply with requirements of NFPA and all applicable rules, regulations, ordinances and fire codes. Lessee shall be responsible for the clean-up of all



hazardous materials and spills and shall be responsible for the remediation of any hazardous/contaminated soils on the leased premises.

- g. Lessee agrees that, except in the case of students, only duly licensed pilots will operate aircraft on any runway or the leased premises and that the operation will be subject to the laws of the United States, the State of Minnesota, the County of Itasca, and the City of Grand Rapids.
  - h. Other than commercial endeavors approved and authorized in writing by the Lessor, the Lessee shall not engage in any commercial aviation endeavors on the leased premises. This prohibition includes but is not limited to performing work on airplanes not owned by the Lessee. Furthermore, Lessee agrees that the leased premises shall be used for aviation purposes only. This strictly prohibits commercial and non-commercial use that is not aviation related.
  - i. Lessee shall pay all utilities, water, lights and any other service used on the leased premises during the term of this lease or any renewal thereof.
- 9) INDEMNIFICATION. Lessee hereby agrees to indemnify and hold harmless Lessor and the leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the erection of any buildings or structure on said premises, or by reason of any use of said premises on the airport by the Lessee; and Lessee further agrees to indemnify and hold harmless the Lessor from all liability or claim of liability, and to pay any judgment rendered against Lessor and to reimburse Lessor for any expense incurred be it by reason of any action or suit of law or equity brought against it, in which it is made a party, by reason of the erection of any such building or structure or by reason of the occupancy or use by Lessee of the leased premises or in any way relating to or connected with the use of the leased premises. For the purpose of this paragraph the term "expense" shall be construed to include all costs incurred by Lessor in the defense or settlement of said actions or suits including attorney fees, filing fees, salaries and expenses of any officials or employees of Lessor while engaged in the defense or settlement of said action or suit.
- 10) TAXES AND ASSESSMENTS. Lessee shall pay all property taxes, assessments, license fees or other charges that may be levied or assessed during the term of this agreement upon or against any improvements or equipment on the leased premises. If the Lessee shall fail or neglect to pay any of said property taxes, assessments, fees or other charges when due, Lessor may pay the same together with any cost or penalty which may have accrued hereon, and collect the entire amount due to Lessor upon demand, and in default thereof, Lessor shall have a first lien on improvements owned by Lessee for the amounts so paid.

- 11)INSURANCE. Lessee shall carry liability insurance on the leased premises in the same amount as the maximum liability to which the Lessor is exposed pursuant to Minnesota Statutes Section 466.04 and subsequent amendments thereto.
- 12)AMENDMENT. If this lease should fail to comply in any respect with the ordinances, regulations or laws of the United States, the State of Minnesota, the County of Itasca, or the City of Grand Rapids, then this lease shall be amended to comply with the requirements of said ordinances, laws and regulations. If said amendment would result in a material deviation from the general terms and conditions of this lease, then Lessor or Lessee has the right to renegotiate or terminate this lease.
- 13)NON-DISCRIMINATION. Lessee does hereby covenant and agree that with respect to all matter relating to use of the leased premises, no persons on the grounds of race, color, or natural origin shall be excluded from participation and denied the benefits or otherwise be subject to discriminations; and Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to any laws or regulations imposed by the United States Government or the State of Minnesota.
- 14)SUBLETTING. Lessee agrees to notify Lessor in writing of any subletting agreements with a third party for use of the premises. All terms of this lease shall apply and Lessee shall provide Name, Tail Number and Insurance of sublessor prior to any agreement.

LESSOR:

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

By:

GRAND RAPIDS MAYOR

ATTEST:

CITY ADMINISTRATOR

LESSEE:

By:

  
RUSTY EICHORN

EXHIBIT A  
LEASE LEGAL DESCRIPTION



GRAND RAPIDS - ITASCA COUNTY

# AIRPORT

*1500 SE 7th Avenue - Grand Rapids, MN 55744*

## AIRPORT LAND LEASE AGREEMENT

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between the GRAND RAPIDS-ITASCA COUNTY AIRPORT, owned by the City of Grand Rapids, a municipal corporation, and Itasca County, Minnesota, hereinafter referred to as LESSOR, and Rajdl Real Estate LLC of 19703 County Road 452, Deer River, MN 56636 hereinafter referred to as LESSEE:

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

- 1) RENT. Lessee shall pay Lessor rent at the rate of \$0.50 per square foot per year, which equates to a total rent as described on the attached Exhibit A. Said rent shall increase at the rate of one cent (or \$.01) per square foot per year for the term of the lease, with the first increase to take effect on January 1st of 2026, and then on January 1st of every year thereafter. Lessor reserves the right to modify the rent rate with one (1) year written notice.
- 2) TERM. Lessor shall lease the subject property to Lessee for a period of twenty (20) years beginning September 1, 2025 and ending on December 31, 2044.
- 3) RENEWAL OPTION. This lease will be automatically renewed and extended in twenty (20) year increments, at the same terms and conditions in effect at that time which are consistent with terms and conditions of similar leases at other airports of similar structure, upon the election of the Lessee. The parties agree that on any renewals there will be no changes that would restrict the Lessee's rights as set forth in Paragraph 4 of the Lease Agreement.
- 4) TERMINATION. Lessor may terminate this lease (or any extensions hereto) upon written notice to Lessee, delivered at least three (3) years prior to the expiration of the lease term and annually thereafter. These notices shall either be hand-delivered or by registered mail with return receipt requested. Both parties shall continue to perform their obligations under this Lease Agreement until the leased premises has been

vacated. Upon termination, unless the Lessee elects otherwise, Lessor shall pay Lessee for the value of the improvements that remain at that time to be determined either by agreement or by an independent certified appraiser to whom the parties mutually agree. If the parties fail to agree on the appraiser, either or both parties will use a mediator to select an appraiser who shall then determine the value. At Lessee's option, the improvements may be removed and the land restored to its original condition prior to termination of the lease. If this option is exercised and the Lessee fails to remove the property and restore the premises by the termination date, the Lessor may remove the improvements and restore the premises to its original condition and collect any costs incurred with the same. The parties further agree that the indemnification provisions referred to in Paragraph 9 of this Lease Agreement shall survive termination.

- 5) **NON-PAYMENT OF RENT, DEFAULT.** If any one or more of the following occurs: (1) a rent payment or any other payment due from Lessee to Lessor shall be and remain unpaid in whole or in part for more than thirty (30) days after same is due; (2) Lessee shall violate or default on any of the other covenants or agreements herein; or (3) if Lessee shall cease existence, liquidate, dissolve or commence proceedings under a bankruptcy, receivership, insolvency or similar type of action, and which results in default of this lease, then it shall be the option of the Lessor to declare this Lease Agreement forfeited and the said term ended, and to re-enter the Leased Premises, with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom, and Lessor shall not be liable for damages by reason of such re-entry or forfeiture; but notwithstanding re-entry by Lessor or forfeiture or termination of this Lease Agreement, the liability of Lessee for the rent and all other sums provided for herein shall not be relinquished or extinguished for the balance of the term of this Lease Agreement. Lessee shall be responsible for, in addition to the rentals and other sums agreed to be paid hereunder, any and all costs paid by Lessor required to enforce its rights under this Lease Agreement, including but not limited to reasonable attorney fees actually incurred by Lessor in any suit or action instituted by Lessor to enforce the provisions of this Lease Agreement, or the collection of the rentals due Lessor hereunder. Lessee shall also be liable to Lessor for the payment of interest at the highest permissible rate of interest allowed under the usury statutes of the State of Minnesota, or in case no such maximum rate of interest is provided, at the rate of 12% per annum, on all rentals and other sums due Lessor hereunder not paid within thirty (30) days from the date same becomes due and payable. Lessor shall be allowed to lease the hangar on the leased premises to any other party at such terms that allow Lessor to recover any costs and expenses herein.
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terms, shall agree to enter into a binding agreement with a closing date within forty-five (45) days. Failure to comply with the time requirements shall allow Lessee to transfer to a third party, but not at more favorable terms and conditions as offered to the Lessor. Any transfer by operation of law including through succession of interest upon death shall be authorized and not subject to right of first refusal.

- 7) **PERMITTED USE.** Lessee shall have the right to erect or maintain a hangar for privately owned aircraft. If a hangar is not already situated on the premises at the time this lease is created, the Lessee shall complete construction of such hangar according to plans and specifications as approved in writing by Lessor and according to building permits as authorized by the City of Grand Rapids. Upon issuance of a building permit, if said construction is not completed within the first three (3) years of this lease, this lease shall expire, and Lessee shall be responsible for all costs incurred by Lessor to restore the premises to its original condition. Lessor reserves the right to demand good and sufficient bond against liens for any construction or remodeling of structures on the leased premises.
  
- 8) **RESTRICTIVE COVENANTS.** Lessee shall comply with all the following covenants:
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  - e. No buildings or structures placed upon the leased premises shall become a part of the realty, except as hereinafter provided.
  - f. Explosives, gasoline, oil, and other highly flammable material of any kind kept on the leased premises shall be kept in such a manner as the Lessor shall from time to time determine. Storage of such material shall be kept in such manner as to comply with requirements of NFPA and all applicable rules, regulations,

ordinances and fire codes. Lessee shall be responsible for the clean-up of all hazardous materials and spills and shall be responsible for the remediation of any hazardous/contaminated soils on the leased premises.

- g. Lessee agrees that, except in the case of students, only duly licensed pilots will operate aircraft on any runway or the leased premises and that the operation will be subject to the laws of the United States, the State of Minnesota, the County of Itasca, and the City of Grand Rapids.
  - h. Other than commercial endeavors approved and authorized in writing by the Lessor, the Lessee shall not engage in any commercial aviation endeavors on the leased premises. This prohibition includes but is not limited to performing work on airplanes not owned by the Lessee. Furthermore, Lessee agrees that the leased premises shall be used for aviation purposes only. This strictly prohibits commercial and non-commercial use that is not aviation related.
  - i. Lessee shall pay all utilities, water, lights and any other service used on the leased premises during the term of this lease or any renewal thereof.
- 9) **INDEMNIFICATION.** Lessee hereby agrees to indemnify and hold harmless Lessor and the leased property from any fine, lien, penalty or forfeiture which shall or may accrue from or by reason of the erection of any buildings or structure on said premises, or by reason of any use of said premises on the airport by the Lessee; and Lessee further agrees to indemnify and hold harmless the Lessor from all liability or claim of liability, and to pay any judgment rendered against Lessor and to reimburse Lessor for any expense incurred be it by reason of any action or suit of law or equity brought against it, in which it is made a party, by reason of the erection of any such building or structure or by reason of the occupancy or use by Lessee of the leased premises or in any way relating to or connected with the use of the leased premises. For the purpose of this paragraph the term "expense" shall be construed to include all costs incurred by Lessor in the defense or settlement of said actions or suits including attorney fees, filing fees, salaries and expenses of any officials or employees of Lessor while engaged in the defense or settlement of said action or suit.
- 10) **TAXES AND ASSESSMENTS.** Lessee shall pay all property taxes, assessments, license fees or other charges that may be levied or assessed during the term of this agreement upon or against any improvements or equipment on the leased premises. If the Lessee shall fail or neglect to pay any of said property taxes, assessments, fees or other charges when due, Lessor may pay the same together with any cost or penalty which may have accrued hereon, and collect the entire amount due to Lessor upon demand, and in default thereof, Lessor shall have a first lien on improvements owned by Lessee for the amounts so paid.

- 11)INSURANCE. Lessee shall carry liability insurance on the leased premises in the same amount as the maximum liability to which the Lessor is exposed pursuant to Minnesota Statutes Section 466.04 and subsequent amendments thereto.
- 12)AMENDMENT. If this lease should fail to comply in any respect with the ordinances, regulations or laws of the United States, the State of Minnesota, the County of Itasca, or the City of Grand Rapids, then this lease shall be amended to comply with the requirements of said ordinances, laws and regulations. If said amendment would result in a material deviation from the general terms and conditions of this lease, then Lessor or Lessee has the right to renegotiate or terminate this lease.
- 13)NON-DISCRIMINATION. Lessee does hereby covenant and agree that with respect to all matter relating to use of the leased premises, no persons on the grounds of race, color, or natural origin shall be excluded from participation and denied the benefits or otherwise be subject to discriminations; and Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to any laws or regulations imposed by the United States Government or the State of Minnesota.
- 14)SUBLETTING. Lessee agrees to notify Lessor in writing of any subletting agreements with a third party for use of the premises. All terms of this lease shall apply and Lessee shall provide Name, Tail Number and Insurance of sublessor prior to any agreement.

LESSOR:

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

By:

\_\_\_\_\_  
GRAND RAPIDS MAYOR

ATTEST:

\_\_\_\_\_  
CITY ADMINISTRATOR

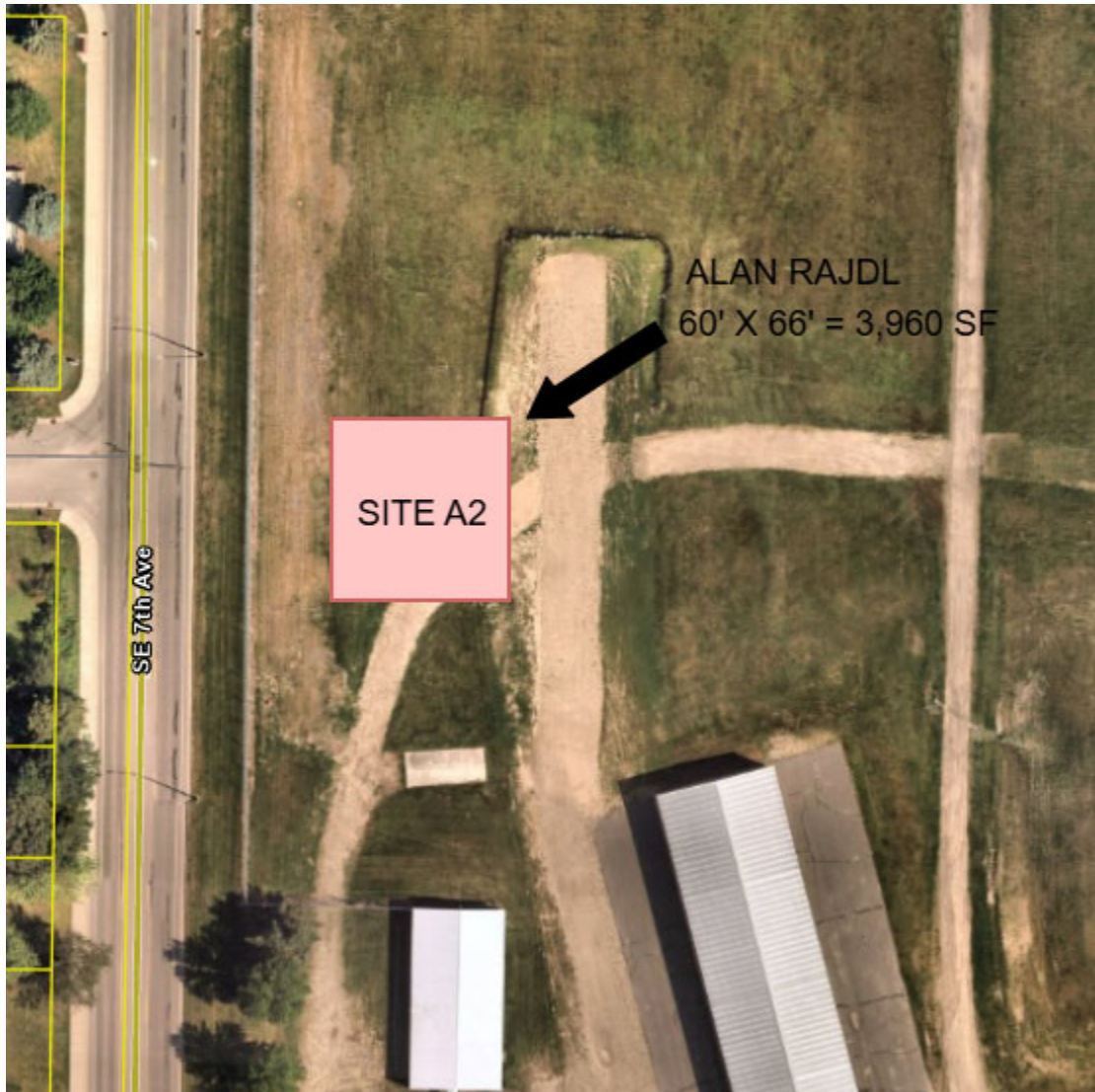
LESSEE:

By:

\_\_\_\_\_  
RAJDL REAL ESTATE LLC



EXHIBIT A  
LEASE LEGAL DESCRIPTION





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** September 8, 2025

**AGENDA ITEM:** Consider rehiring and hiring part-time employees at Yanmar Arena.

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

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### BACKGROUND:

Dale Anderson is requesting to rehire Doug Jespersen for a regular part-time position, as Arena Attendant II, beginning September 9, 2025, with an hourly rate of pay of \$18.00 per hour.

He would also like to hire Daniel Chase for a regular part-time position, as Maintenance Shift Lead, beginning September 9, 2025, with an hourly rate of pay of \$19.00 per hour.

These salaries are included in the 2025 budget and the preliminary 2026 budget.

### REQUESTED COUNCIL ACTION:

Make a motion to rehire Doug Jespersen for a regular part-time position, as Arena Attendant II, beginning September 9, 2025, with an hourly rate of pay of \$18.00 per hour; and hire Daniel Chase for a regular part-time position, as Maintenance Shift Lead, beginning September 9, 2025, with an hourly rate of pay of \$19.00 per hour.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** September 8, 2025

**AGENDA ITEM:** Consider hiring a part-time seasonal golf employee.

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

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### BACKGROUND:

Steve Ross recommends hiring Kathleen Reed for an open part-time seasonal position in Golf Course Maintenance at Pokegama Golf Course, beginning September 9, 2025, through November 30, 2025, with an hourly wage of \$15.00 per hour.

### REQUESTED COUNCIL ACTION:

Make a motion to approve hiring Kathleen Reed for an open part-time seasonal position in Golf Course Maintenance at Pokegama Golf Course, beginning September 9, 2025, through November 30, 2025, with an hourly wage of \$15.00 per hour.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** September 8, 2025

**AGENDA ITEM:** Consider adopting a resolution approving updated City-wide fee schedule

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

The City of Grand Rapids periodically reviews fee schedules and updates as necessary. City staff has completed this review and adjusted fees listed for City Wide. The updated fee schedule is attached as Exhibit A to the resolution.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving updated City-wide fee schedule.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 25 -

**A RESOLUTION AMENDING THE GRAND RAPIDS CITY-WIDE FEE SCHEDULE  
FOR CITY SERVICES**

WHEREAS, Minnesota Law establishes that all municipalities establish fees that are commensurate with service, and that they be fair, reasonable, and proportionate to the actual cost of the service for which the fee is imposed; and

WHEREAS, consistent with Minnesota Law, the Grand Rapids City Council establishes the rates to be applied, or charges for, specific areas of service, provided by the City, through the adoption and periodic amendment of a fee schedule; and

WHEREAS, from time to time, staff reviews the department fee schedule to ensure consistency with fees charged, for City services provided; and

NOW THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council hereby amends the Grand Rapids' City-Wide Fee Schedule for City Services as noted in "Exhibit A."

Adopted this 8<sup>th</sup> day of September 2025.

\_\_\_\_\_  
Tasha Connelly, Mayor

Attest:

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

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

# DEPARTMENTAL FEE SCHEDULE FOR CITY SERVICES

Effective Date: 9-8-25

Item 8.

## CITY WIDE FEES

Photo copy – material provided by the person making request	\$1.00 1 <sup>st</sup> page - .10 cents each additional page
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Data Charges: Hourly Rate (charged by ¼ hour)	\$20.00
911 Call Transcript	\$25.00/hour
Physical Copies - up to 100 pages	\$0.25/page
Physical Copies - 101 pages or more	\$0.10/page
CD/DVD	\$5.00/disk
Notary Service	\$1.00
Certification Service	\$5.00/instance
3.5" x 5" Photo Prints	\$10.00 base plus \$0.25/photo
8" x 12" Photo Prints	\$10.00 base plus \$0.25/photo

## ADMINISTRATION

Amusements (theatre)	\$75.00 per screen per year
Circus	\$75.00 event
Fortune Telling	\$35.00 per day
Rollerskating License	\$200.00 per year

## Intoxicating Liquor

### Private On-Sale

Annual License Fee	\$2,500.00
Annual On-Sale Wine	\$550.00
Sunday On-Sale	\$200.00
Limited Season On-Sale	\$100.00 For licensees with service of less than thirty (30) days in a seasonal period less than six (6) months in duration.

### Club On-Sale

Club with under 200 members	\$300.00
201- 500 members	\$500.00
501- 1,000 members	\$650.00
1,001 – 2,000 members	\$800.00
More than 2,000	\$1,000.00

Sunday On-Sale	\$150.00
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Private Off-Sale	\$150.00
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Temporary On-Sale	\$20.00
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## Convention Facilities Transfer On-Sale

City issued on-sale license	\$25.00
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Adjacent municipality	\$100.00	Item 8.
<b>Non-intoxicating malt liquor 3.2</b>		
Annual on-sale	\$275.00	
Annual off-sale	\$100.00	
Temporary on-sale	\$25.00	
<b>Brewer Taprooms/Brewpubs</b>		
Taproom/Brewpub Annual On-Sale	\$350.00 includes Sunday sales	
Brewer Annual Off-sale (Growlers)	\$200.00	
Synthetic Drug Establishments	\$600.00 annually	
Sidewalk Café	\$25.00	
Taxicabs	\$25.00 each vehicle	
Fireworks	350.00 – tents, etc.) 100.00 – retail buildings (in store)	
Peddlers, Solicitors and Transient Merchant (Resolution No. 06-110)	\$150.00 per year	
Permit to keep Chickens	\$20.00 per year	
<b>Cannabis Retail Registration</b>		
Initial Registration	\$500.00	
Renewal Registration	\$1,000.00 (starting with second annual renewal)	
Registration Violation	\$2,000.00 (operating without proper City registration)	
<b>AIRPORT</b>		
Landing Fees	\$1.00 per 1,000 lbs	
<b>CENTRAL SCHOOL BUILDING</b>		
<b>Monthly Rental Fees</b>		
Garden Level	\$Varies by Suite	
1 <sup>st</sup> Floor	\$12.31 *	
2 <sup>nd</sup> Floor	\$11.88 *	
<b>CIVIC CENTER</b>		
Icetime	\$154.00/per hour	
	\$75.00 per hour – Miner's Pavilion (non-GRAHA)	
Dryfloor space	East Venue	\$700.00 per day – receptions/parties
		\$1,300.00 per day - commercial
		\$1,850.00 – Wedding Receptions
	West Venue	\$600.00 per day – receptions/parties
		\$1,200.00 per day – commercial

Pavilion	Miner's	\$20.00 per hour – sports	Item 8.
		\$100.00 half day event	
		\$200.00 full day event	
Lobby space		\$30.00 per hour (minimum 2 hours)	
Tables		\$9.00 each	
Chairs		\$1.00 each	
Linens		TBD	
Staging		\$20.00 per 4' x 8' section	
Skate Sharpening		\$5.00	
Public Skating		\$2.00 children & seniors, \$3.00 adults	
Open Hockey		\$7.00	
Wall Advertising		\$600.00 per year	
In-Ice Advertising		\$1,250.00 per year	
Resurfacers Advertising		\$300 - \$1,500.00 per year	
Dasher Advertising		\$800.00 per year for 1, \$1,200.00 per year for 2	
Scoreboard Advertising		\$700.00 per year	
Banner Advertising		\$750.00 per year	
Wall Sign & 1 Dasher		\$1,200.00 per year	
Wall Sign & 2 Dashers		\$1,600.00 per year	
<b>COMMUNITY DEVELOPMENT</b>			
Building Permits			
\$1.00 - \$500.00		\$23.50 *	
\$501.00 - \$2,000.00		\$23.75 * for the first \$500.00 plus \$3.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00	
\$2,001.00 - \$25,000.00		\$70.00 * for the first \$2,000.00 plus \$14.20* for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00	
\$25,001.00 to \$50,000.00		\$391.65* for the first \$25,000.00 plus \$10.20* for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00	
\$50,001.00 to \$100,000.00		\$650.20* for the first \$50,000.00 plus \$7.10* for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00	
\$100,001.00 to \$500,000.00		\$1,003.70* for the first \$100,000.00 plus \$5.66* for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00	
\$500,001.00 to \$1,000,000.00		\$3,266.10* for the first \$500,000.00 plus \$4.80* for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00	
\$1,000,001.00 and up		\$5,664.85* for the first \$1,000,000.00 plus \$3.18* for each additional \$1,000.00 or fraction thereof	
		Projects valued at greater than \$5,000,000.00 the City may, at its own discretion, negotiate this component of the building permit fee with the project owner/developer.	



Annual building Permit (as per MN Rule 1300.0120, Subparts 2 and 3)	\$505.00*				Item 8.
Plan Review Fee	65% of the Permit fee				
Plan Review Fee (Similar Plans)	25% of the Permit fee				
State Surcharge	(As per MN Statute 16B.70)				
Other Inspections and Fees:					
1. Outside of normal business hours	\$55.55/hour*				
2. Re-inspection fees	\$55.55/hour*				
3. Inspections for which no fee is specifically indicated	\$55.55/hour*				
4. Additional plan review required by changes, additions, or revisions to plans	\$55.55/hour*				
5. Investigation Fee	\$55.55/hour*				
6. Work commencing without building permit.	Investigative Fee/Double building permit fee. (as per MN Rule 1300.0160, Subpart 8).				
7. For use of outside consultants for plan checking and inspections or both.	Actual costs, including administrative and overhead				
8. Investigating and resolving Property Maintenance Code violations	\$55.55/hour*				
Flat fees for small Residential projects	Base Permit Fee	Plan Check Fee	State Surcharge Fee	Total Fee	
Re-roofing	\$60.00		\$1.00	\$61.00	
Garage Door	\$40.00		\$1.00	\$41.00	
Siding Replacement	\$60.00		\$1.00	\$61.00	
All Regulated Signs-requiring structural review.	\$57.88	\$37.62	\$1.00	\$96.50	
Detached Steps/Deck over 30" high (non-enclosed)	\$40.30	\$26.20	\$1.00	\$67.50	
Attached Steps/Deck (non-enclosed)	\$79.70	\$51.80	\$1.00	\$132.50	
Covered porch (non-enclosed)	\$113.03	\$73.47	\$1.00	\$186.50	
Fence over 6 feet in height	\$57.88	\$37.62	\$1.00	\$96.50	
Retaining Wall -Over 4 feet in height	\$57.88	\$37.62	\$1.00	\$67.50	
Egress Windows (new)	\$40.30	\$26.20	\$1.00	\$67.50	
Residential Window replacement	\$60.00		\$1.00	\$61.00	
Furnace-Replacement	\$40.30	\$26.20	\$1.00	\$67.50	
Water Heater/Softener	\$40.30	\$26.20	\$1.00	\$67.50	
Replace sink, toilet, faucet, tub (minor repairs)	\$14.50		\$1.00	\$15.50	
Residential & Commercial Demolitions	\$40.00*		\$1.00	\$41.00	
Fireplaces -& free standing stoves (Gas or Wood)	\$54.85*	\$35.65	\$1.00	\$91.50	
Emergency Number Sign	\$75.00 each				61

Comprehensive Plan	\$15.15* each	Item 8.
Comprehensive Plan Appendix	\$25.25* each	
Zoning Letter	\$35.35* each	
Zoning Map	\$15.15*each	
Zoning Ordinance	\$30.30* each	
Subdivision Ordinance	\$5.05* each	
Zoning Permit (Residential)	\$55.55*	
Zoning Permit (Commercial)	\$65.65*/hour (actual cost)	
Fill Permit	\$75.75*	
Sign permit (for signs not requiring structural review)	\$55.55*	
Conditional Use Permit	\$505.00*	
Conditional Use Permit-General Sales and Service with a building footprint greater than 70,000 s.f. (Res. 07-35)	Total Actual Cost Incurred by the City (\$3,500 deposit required via escrow agreement)	
Environmental Assessment Worksheet preparation, review and processing	Total Actual Cost Incurred by the City (\$10,000 deposit required via escrow agreement)	
Subdivision	\$2,525.00*	
Minor Subdivision (Res: 13-71)	\$1,200.00	
Payment in Lieu of Commercial Land Dedication	\$135.00 per Worker	
Planned Unit Development	\$2,525.00*	
Rezoning or zoning Text Amendment	\$505.00*	
Variance	\$252.50*	
Right-of-Way/Easement	\$505.00*	

<b>Rental Permit Fees (Annually)</b>			Item 8.
1 unit residential	\$100.00		
Duplex residential (2 units)	\$150.00		
<b>Multi-Unit Residential Buildings</b>			
3 – 6 units	\$200.00/building		
7 – 10 units	\$300.00/building		
11 – 12 units	\$360.00/building		
13 – 24 units	\$500.00/building		
25 units & up	\$700.00/building		
<b>Other fees charged when incurred:</b>			
Re-inspection fee for 3 <sup>rd</sup> and each additional inspection require for compliance	\$100.00/each		
Complaint-based inspection (with validated violation)	\$100.00/each		
Late Rental Registration Penalty	\$100.00/each		
Reinstatement Fee of Suspended Rental License	\$500.00/each		
First-time Rental Registration Fee (Rental Initiation Fee)	\$400.00/each	<i>Not including first year registration.</i>	
Failure to Transfer Ownership of Penalty	\$100.00/each		
Operating without a License Penalty	\$500.00/each		
Appeal (Rate applies to each structure involved in the appeal.)	\$200.00/each		
Failure to Designate a Local Manager	\$100.00/each		
<b>ENGINEERING DEPARTMENT</b>			
<b>Electrical Franchise Fee</b>	Amount per Account per Month		
Customer Classification	<b>2025</b>	<b>2026</b>	
Residential	\$ 1.25	\$ 2.50	
Commercial/Industrial (all customers)	2.50%	5.00%	
Maximum amount per month	\$2,000.00	\$4,000.00	
Right of Way Improvement permit	\$50.00		
After-the-Fact ROW Permit	Two times original permit fee		
Bench Pad	\$900.00		
<b>Small Wireless Facility Fees</b>			
Permit Application Fee	\$1,000.00/unit (new structure); \$500 (existing structure)		
Co-location Rent	\$175.00 per year per site		
Monthly Fee for Electrical Service per radio node less than or equal to 100 max watts	\$73.00 per radio node		
Monthly Fee for Electrical Service per radio node over 100 max watts	\$182.00 per radio node		63

<b>Stormwater Permit Application</b>	Item 8.		
Residential	\$25.00		
Commercial/Industrial (0 ac – 1 ac)	\$100.00		
Commercial/Industrial (1 ac – 3+ ac)	\$175.00		
Commercial/Industrial (3+ ac)	\$300.00		
<b>Stormwater Pollution Prevention Deposit</b>			
Residential	\$500.00		
Commercial/Industrial	\$1,000.00/\$100,000 or project cost		
<b>Stormwater Utility Rates</b>	As of 5/1/2024	As of 1/1/2025	As of 1/1/2026
Single-Family	\$9.25	\$9.75	\$10.25
Multi-Family	\$33.82	\$35.64	\$37.46
Commercial	\$51.78	\$54.58	\$57.38
Industrial	\$51.78	\$54.58	\$57.38
Institutional	\$45.92	\$48.41	\$50.89
City Map	\$10.00		
<b>Prints:</b>			
24/24	\$3.50 each		
24/36	\$5.00 each		
36x48	\$10.00		
Aerials contours (hard copies)	\$40.00 first copy - \$5.00 additional copy of same		
Aerial electronic photos (1 photo 160 acres)	\$150.00		
Aerial prints 8 ½ x 11 with property and utility	\$10.00 per parcel		
GIS Technician	\$32.47/Hour		
<b>FINANCE DEPARTMENT</b>			
Assessment Certificates	\$15.00		
Fax	\$2.00 first page (10¢ each additional page)		
Worthless Check	\$30.00		
<b>FIRE DEPARTMENT</b>			
Fire report	See City wide fees relative to photo copies		
Itasca Cty false alarm ordinance – 4 <sup>th</sup> false alarm and up	\$500.00		
Yearly Day Care/Foster Care	\$50.00		
Inspection fees	\$50.00		

**Inspection Fees:**

First Fire Inspection	.00
Second Inspection only if violation isn't fixed or substantial progress is not made on violations	\$125.00
Each additional inspection	\$100.00 increments up to \$500.00
Complaint based inspections (considered a first inspection)	.00
Requested fire inspection	\$50.00/hour (\$50.00 minimum)

**Storage of Flammable Liquids:**

Bulk storage of flammable liquids	\$150.00/year
Bulk storage of liquefied petroleum (LP)	\$150.00/year
Each station dispensing liquefied petroleum (LP)	\$50.00/year
Above or underground fuel tank installation	\$50.00
Underground tank removal	\$435.00

**Hotel Inspection Fees:**

Base fire inspection fee (includes one follow-up inspection)	\$6.00/room
• Up to 35 rooms	\$7.00/room
• 36 to 100 rooms	\$8.00/room
• 101 or more rooms	\$225.00
Follow-up inspection fee (if more than one)	

**ITASCA CALVARY CEMETERY**

<b>Standard Grave</b>	<b>Resident</b>	<b>Non-Resident</b>
<b>Grave Site Purchase</b>	\$350.00	\$600.00
<b>Casket Burial</b>		
Interment/Grave Excavation	\$600.00	\$600.00
Interment/Grave (after hours & Saturdays)	\$900.00	\$900.00
Interment (holidays & Sundays)	\$1,250.00	\$1,250.00
Disinterment	\$1,500.00	\$1,500.00
Re-Interment	\$600.00	\$600.00
<b>Cremains Burial</b>		
Interment	\$150.00	\$150.00
Interment (after hours, weekends, holidays)	\$250.00	\$250.00
Disinterment	\$200.00	\$200.00
<b>Infant Grave</b>		
¼ Grave Site Purchase	\$190.00	\$310.00
Interment	\$170.00	\$170.00
Interment (after hours, weekends & holidays)	\$270.00	\$270.00
Disinterment	\$350.00	\$350.00

<b>Stone Setting Fee</b>			Item 8.
Single	\$75.00	\$75.00	
Double	\$100.00	\$100.00	
<b>Forms</b>	<b>Single</b>	<b>Double</b>	
2" Border	\$100.00	\$150.00	
4" Border	\$150.00	\$200.00	
<b>Military</b>	VA Designates price		
<b>Columbarium</b>			
Upper Niche 12" x 12"	\$2,400.00		
Upper Niche 8" x 8"	\$1,200.00		
Lower Niche 12" x 12"	\$2,000.00		
Lower Niche 8" x 8"	\$1,000.00		
Niche Opening	\$125.00		
Bronze Metal Urn Box	\$125.00		
<b>PARKS AND RECREATION</b>			
User Fees (softball, baseball & soccer leagues)	\$10.00 per player		
Veteran's Park Pavilions	\$25.00 per day per pavilion (no fee for non-profit)		
<b>POLICE DEPARTMENT</b>			
Pound Fee	\$10.00/day		
<b>Disposal of Animals:</b>			
Dog	100% Vet Charges		
Cat	100% Vet Charges		
Vehicle Tow Fees	Rate charged by towing company to City		
Funeral Escort	\$50.00		
CBD Parking Permits	\$25.00 annually		
Golf Cart Permit Fee	\$25.00 annually		
False Alarm	N/C 1 <sup>st</sup> through 3 <sup>rd</sup> false alarm \$50.00 4 <sup>th</sup> false alarm \$75.00 5 <sup>th</sup> false alarm \$100.00 6 <sup>th</sup> false alarm \$125.00 7 <sup>th</sup> false alarm \$150.00 8 <sup>th</sup> false alarm \$175.00 9 <sup>th</sup> false alarm \$500.00 10 <sup>th</sup> false alarm \$500.00 all calls after 10 <sup>th</sup>		
<b>POLICE ADMINISTRATIVE PENALTIES</b>			
Alcohol – Consuming Alcohol in unauthorized places	\$60.00		
Animals:			
Vicious animal	\$60.00		

All other animal violations	\$25.00	Item 8.
Registration of a Dangerous Dog	\$500.00	
Blight/Weeds/Overgrowth	\$60.00	
<b>Fireworks:</b>		
Illegal Use, Possession	\$60.00	
<b>Miscellaneous:</b>		
Burning of Leaves	\$60.00	
Burning Prohibited Materials	\$60.00	
Curfew	\$25.00	
Failure to apply for license	\$100.00	
Golf cart and all terrain vehicle violations	\$60.00	
Illegal Dumping	\$50.00	
Illegal Deposit of Snow/Debris in Streets	\$50.00	
Loitering in Possession of Open Bottle		
Noise complaints	\$60.00	
Noise complaints second violation in 12 months	\$100.00	
Park ordinance violations	\$25.00	
Public nuisance *General *Public Health *Noise Complaint 10pm to 6:30am *Loud Music–Disturbing the Peace	\$60.00	
Public Use of Cannabis Violation	\$60.00	
Snowmobile Violations	\$60.00	
Skateboard violations	\$60.00	
Trespassing	\$50.00	
Display for sale vehicles (Ord. 23.7-D1)	\$60.00	
<b>Parking:</b>		
Fire Lane	\$50.00	
Blocking Fire Hydrant	\$50.00	
Failure to pay all parking fines after 30 days	50.00	
<b>Traffic:</b>		
Exhibition Driving (Prohibited)	\$60.00	
Speed (1-10 mph over posted limit)	<b>\$60.00*</b> (as required by State Statute 5-21-09)	
Stop Signs Violation	<b>\$60.00*</b> (as required by State Statute 5-21-09)	
Unreasonable Acceleration	<b>\$60.00*</b> (as required by State Statute 5-21-09)	
Mufflers 169.69 (Add)	<b>\$60.00*</b> (as allowed by State Statute 5-21-09)	67

Hitching 169.46 (Add) Jake Brake Violation 66.71 Unsafe Equipment 169.47 Headphones/TV Screen 169.471 Use of Wireless Comm. Device 169.475 Vehicle Lighting 169.48 Headlamps 169.49 Rear lamps 169.50 Clearance & Marker Lamps 169.51 Projecting load; light or flag 169.52 Slow moving vehicle, no sign 169.522 Lights for parked vehicles 169.53 Lights on all vehicles 169.53 Auxiliary lights 169.56 Vehicle Signals 169.57 Stop (Brake) lights Required 169.57 Identification lamps 169.58 Warning Lights 169.59 Distribution of light 169.60 Composite Beam 169.61 Number of lamps 169.63 Prohibited lights 169.64 Specs for lightning & other devices 169.65 Brakes 169.67 Horn, siren 169.68 Motor vehicle noise limits 169.693 Rear view mirror 169.70 Windshield 169.71 Tire surface; metal studs 169.72 Tires considered unsafe 169.723/169.724 Bumpers, safeguards 169.73 Wheel flaps on truck & trailer 169.733 Automobile fenders 169.734 Safety glass 169.74 Flares, flags or reflectors required 169.75	
<b>Citation Hearing Fee</b>	<b>\$30.00</b>



<b>Weapons:</b>		Item 8.
Discharge of Display of Pellet/Guns	\$60.00	
<b>PUBLIC WORKS</b>		
Equipment Hourly rates: **		
Pickups	\$25.00	
Trucks / Plows	\$45.00	
Heavy equipment	\$80.00	
Mowing Equipment	\$25.00	
Chipper, compressor, steamer	\$25.00	
Lawn movers/weed eaters	\$15.00	
Ice Resurfacer (Zamboni)	\$175.00	
Materials: **		
Cold Mix	\$130.00/ton	
Sand	\$15.00/yard	
Straight Salt	\$75.00/yard	
Treated Salt	\$90.00/yard	
Paint	\$13.37/gal.	
Magnesium Chloride	\$1.50/gal.	
Mailbox installation	\$275.00 (includes post and mailbox)	
** Rates apply to contract services provided for Intergovernmental agencies such as Itasca County, MNDOT, ICC, School District 318, and the DNR. Hourly wage and benefits to be included in addition to listed hourly equipment rates. The only exception is the fee for the ice resurfacer		



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** August 8, 2025

**AGENDA ITEM:** Consider labor agreement with Library Union.

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

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### **BACKGROUND:**

The labor agreement with the Library Union ends at the end of this calendar year. The attached labor agreement is for calendar years 2026-2028.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve labor agreement for calendar years 2026-2028 with Library Union.

# **COLLECTIVE BARGAINING AGREEMENT**

**BY AND BETWEEN**

**THE CITY OF GRAND RAPIDS**

**AND**

**AMERICAN FEDERATION OF STATE,  
COUNTY AND MUNICIPAL EMPLOYEES,  
LOCAL NO. 3456A**

**LIBRARY**

**January 1, 2026 – December 31, 2028**

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## PREAMBLE

This Agreement is made and entered into by and between THE CITY OF GRAND RAPIDS (hereafter the “Employer”) and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, LOCAL 3456A (hereafter the “Union”).

## ARTICLE 1 PURPOSE OF AGREEMENT

It is the intent and purpose of this Agreement to place in written form the parties’ full and complete agreement upon the terms and conditions of employment for the duration of the Agreement; and to establish procedures for the resolution of disputes concerning the interpretation and application of the terms of this Agreement.

## ARTICLE 2 DEFINITIONS

Section 2.1. “Union” means the American Federation of State, County & Municipal Employees (“AFSCME”), Council No. 65, Local No. 3456A, the exclusively recognized bargaining unit.

Section 2.2. “Employer” means the City of Grand Rapids, Minnesota.

Section 2.3. “Union Member” means a member of AFSCME Council No. 65, Local 3456A.

Section 2.4. “Employee” means an employee of the City of Grand Rapids Library Union as recognized herein.

Section 2.5. “Regular rate of pay” means an employee’s straight-time hourly pay rate exclusive of any other allowances.

Section 2.6. “Call Out” means the return of an employee to a specified work site to perform assigned duties at the express authorization of the Employer at a time other than an assigned regular work shift.

Section 2.7. “Full time Employee” means a bargaining unit employee whose normal work week of regularly scheduled hours is forty (40) hours per week.

Section 2.8. “Regular part time employee” means an employee whose normal work week of regularly scheduled hours is less than forty (40) hours per week, but more than fourteen (14) hours per week or 35 percent of the normal work week in the employee’s appropriate unit, and whose employment is not temporary, seasonal, or intermittent.

### **ARTICLE 3 RECOGNITION**

Section 3.1 – Recognition. The Employer recognizes the Union as the sole and exclusive collective bargaining representative with respect to rates of pay, hours of work and other conditions of employment, in a bargaining unit defined by the State of Minnesota, Bureau of Mediation Services as follows:

All employees of the City of Grand Rapids Area Library, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. § 179A.03, subd. 14. All other employees of the City of Grand Rapids whose job classifications are not included in Appendix A to this Agreement are excluded from this Agreement, unless otherwise agreed to in writing by the Employer and union, or unless otherwise ordered by the Bureau of Mediation Services pursuant to a unit determination order made in accordance with Minnesota Statutes, Chapter 179A.

Section 3.2 – Individual Agreements. The Employer agrees that during the term of this Agreement it will not enter into any agreement regarding terms and conditions of employment for the employees in this bargaining unit with any other labor organization, nor will it enter into any individual agreement with employees in the bargaining unit regarding terms and conditions of employment which contradicts the terms of this Agreement.

### **ARTICLE 4 UNION DUES, CHECK OFF**

Section 4.1 – Union Security. All employees covered by this Agreement who are or hereafter become members of the Union shall pay to the Union regular monthly Union membership dues. No employee is required to be, become or remain a member of the Union as a condition of employment. Each employee has the right to freely join or decline to join the Union, and each Union member may have the right to freely retain or discontinue his or her membership. No employee shall be discriminated against on account of her or his membership or non-membership in the Union.

Section 4.2 – Check off. The Employer shall deduct each pay period from the wages of each Employee who has signed an authorized payroll deduction card, a sum certified by the Union, which are regular Union dues; such deductions to be transmitted to the Union (address to be supplied by the Union). The Union will periodically keep the Employer advised in writing of the respective amounts of the dues, which shall be deducted. The Employer shall remit such deductions to the Union along with a list of the names of the employees from whose

wages deductions were made. It shall be the Union's sole responsibility to determine the amount of the actual dues deductions and to provide the information to the Employer in a timely manner.

Section 4.3 – Indemnity. The Union agrees to hold harmless, defend and indemnify the Employer from any and all actions, suits, claims, damages, judgments or any other form of liability, liquidated or unliquidated, which any person may have or claim to have now or in the

future arising out of or by reason of any action taken or not taken by the Employer related to Sections 4.1 or 4.2 of this Article.

Section 4.4 – Bulletin Board. A designated bulletin board shall be made available to the Union for the exclusive purpose of posting Union business notices. All notices posted on the bulletin board shall be initiated either by the Business Representative or a steward and a copy furnished by the Union to the Library Director at the time of posting. No material shall be posted on the bulletin board which is derogatory to the Employer, its management or facilities; derogatory to individuals either expressly or by implication, or disruptive. The Employer reserves the right to remove any material that is inconsistent with this paragraph and shall promptly advise the Business Representative or steward if the Employer has removed material.

Section 4.5 – Stewards. The Employer agrees to recognize stewards elected or selected by the Union as provided in this Section, subject to the following stipulations:

- 1) The Union agrees to notify the Employer in writing of all designated stewards and replacements.
- 2) Stewards shall not leave their workstations for Union business without prior permission of their designated supervisors, and they shall notify their designated supervisors upon return to their work station. Such permission shall not be unreasonably withheld. Permission to leave a workstation for Union business without loss of pay will be limited to grievance and disciplinary meetings with the Employer.

## **ARTICLE 5 MANAGEMENT RIGHTS**

Section 5.1. The management of the Library and the direction of the working forces are vested exclusively in the Employer except as expressly modified or restricted by a specific provision of this Agreement. The Employer is not required to meet and negotiate on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the Employer, its overall budget, utilization of technology, the organizational structure, the selection, direction, and determination of number of personnel, the transfer, alteration, curtailment or discontinuance of any service, the establishment and enforcement of reasonable rules and regulations, the change of existing methods, equipment, or facilities, the contracting with vendors or others for goods or services, the hiring, recall, transfer, promotion, demotion, suspension, discipline, and discharge of employees for good and sufficient reason, and the laying off of employees because of lack of work or for other legitimate reasons.

Section 5.2. All management rights and management functions not expressly delegated in this Agreement are reserved to the Employer. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.



Section 5.3. Nothing in this Agreement shall prevent the Employer from utilizing or permitting volunteer assistance in the Library. In the event that the Union desires to meet and confer with the Employer regarding the use of volunteers at the Library, the Union shall make a written request to meet and confer and file the same with the City Administrator. Within sixty (60) days of receipt of the request from the Union, the Employer and Union shall schedule a mutually acceptable time and place to meet and confer.

## **ARTICLE 6 SCHEDULING, HOURS OF WORK, PAYROLL**

Section 6.1 – Scheduling. The Employer’s authority to determine the hours of work and to set work schedules is limited only to the extent stipulated to in this Agreement. The Employer shall designate the work schedule for each employee. The Employer reserves the right to change the existing work schedule if the Employer determines that the change is reasonably necessary to meet the needs of the Library. Employees will receive notice of changes in the work schedule as far in advance as is reasonably practicable. Employees may not switch scheduled hours unless approved by the supervisor and may not leave before the end of the employee’s scheduled shift unless approved by the supervisor. Employees may not switch shifts with other employees if doing so will result in overtime payment.

Section 6.2 – Hours of Work. The normal work week for full-time employees shall be forty (40) hours, measured from Sunday through the following Saturday. The regular workday shall be eight (8) working hours, falling between 8:00 a.m. and the scheduled closing time of the Library. This Section shall not be construed as a guarantee that employees will be scheduled to work the regular workday or normal work week on a regular or permanent basis. It is agreed that no employee shall be vested with the right to any guaranteed number of work hours.

Section 6.3 – Breaks. Each employee shall be eligible for one (1) fifteen (15) minute paid rest period during each four (4) hour work period as scheduled by the employee’s immediate supervisor. The lunch period shall be unpaid but in the event the supervisor is unable to permit the employee to take the lunch period, the scheduled duration of the lunch period shall be considered as time worked.

Section 6.4 – Attendance. Regular and punctual attendance at work shall be required of all employees. Employees shall submit verified time records on a form supplied by the Employer. The Employer reserves the right to implement the use of time clocks if deemed appropriate by the Employer in its discretion.

Section 6.5 – Payroll. The payroll work week shall begin at 12:01 a.m. Sunday and shall continue through 12:00 midnight Saturday. Payroll shall be bi-weekly and paychecks shall be distributed to employees on Fridays every other week. The Employer may maintain up to a two week hold-back for payroll purposes.

Section 6.6 – Call Off. Unless notified otherwise at least one (1) hour in advance of the scheduled starting time, any employee who is scheduled to report for work and who reports as scheduled shall be assigned to at least three (3) hours of work. If no work is available or if the

employee is excused from duty before completing three (3) hours of work, the employee shall be paid for three (3) hours at the employee's applicable regular hourly rate of pay.

Section 6.7 – Call Out. An Employee who is called out to return to work prior to the employee's next scheduled reporting time shall receive a minimum of three (3) hours of pay at the employee's regular hourly rate of pay. The Employer may require the employee to work a minimum of three (3) hours. The three-hour minimum does not apply to hours immediately preceding or following a scheduled shift.

Section 6.8 – Additional Saturdays – Sundays. Without waiving the Employer's authority to determine and modify employee work schedules pursuant to Section 6.1, the Employer will meet and confer with the Union before scheduling bargaining unit employees to work Sundays or summer Saturdays.

## **ARTICLE 7 OVERTIME**

Section 7.1. Overtime at one and one-half (1-1/2) times the employee's regular rate of pay shall be approved by the employee's department head/supervisor and shall be paid for hours worked:

- 1) In excess of the scheduled shift length in any regular workday.
- 2) In excess of forty (40) hours in any normal workweek.
- 3) When an employee on a regular workday completes his or her normal work-day and is required by the Employer to work additional consecutive hours during such day, the employee shall be paid overtime for such consecutive hours worked provided the hours worked exceed the scheduled shift length. For purposes of calculating overtime under this paragraph and except as otherwise provided herein, the scheduled shift length may not exceed ten (10) hours in a workday without payment of overtime for the consecutive hours worked in excess of ten (10) hours.
- 4) On any day in any normal workweek after an employee shall have worked on five (5) previous days in such regular work week for a total of forty (40) regular hours.

Section 7.2. Notwithstanding the foregoing, the Employer and employee may agree in writing to an alternate scheduling arrangement, from time to time, allowing an employee to work for longer or shorter periods of time than the scheduled shift length on a given day or days within the same workweek for the purpose of accommodating a specific need of the employee or Employer (e.g., a request by an employee to make up hours on a given day or days during the same workweek for a scheduled out of work function) and still meet the employee's normal workweek. In this event, the additional hours worked by the employee in excess of the scheduled shift length will not be subject to payment of overtime, unless such hours exceed the employee's normal workweek.

Section 7.3. Overtime payment shall not be duplicated for the same hours worked under the terms of this Agreement, but the higher of the applicable premium(s) shall be used. To the extent that hours are compensated for at premium rates under one provision of this Agreement, they shall not be counted as hours worked in determining overtime under the same or any other provision of this Agreement.

## **ARTICLE 8 COMPENSATORY TIME**

Section 8.1. Employees may choose to accumulate up to eighty (80) hours of overtime to be used as compensatory time off with pay. For each hour of overtime accumulated the employee shall be entitled to one and one-half (1-1/2) hours off work without loss of pay (pursuant to the Federal Fair Labor Standards Act). Compensatory time off may be taken, however, only with the consent of the employee's department head/supervisor.

Section 8.2. Any accumulated, unused compensatory time in excess of 80 hours shall be paid off in cash during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned. Employee will have the option to have the entire balance of their accumulated, unused compensatory time paid out on first payroll of June and December of each year based on the balance as of the last date of the pay period for the applicable payroll. The Employer may require that any accumulated, unused compensatory time remaining as of November 30 of each year be paid off in cash.

Section 8.3. Any employee who voluntarily terminate employment shall be paid in cash for any accrued but unused compensatory time.

Section 8.4. If the department head/supervisor denies a request for compensatory time off, the overtime must be paid in cash if the compensatory time bank then exceeds the maximum amount permitted. If it is necessary to limit the number of employees in a department using compensatory time at the same time, conflict shall be resolved on the basis of the seniority roster. To exercise this seniority preference in the event time off requests conflict, a senior employee must submit a request to use compensatory time off to the employee's department head/supervisor at least 10 days prior to the approved date requested by the junior employee.

Section 8.5. An employee may designate overtime hours to be compensated as cash overtime or compensatory time or a combination of the two for any pay period in which overtime is worked. If the employee elects to be compensated in cash for compensatory time earned, such payment for compensatory time must be made during the same payroll period in which it was earned or the payroll period immediately following the payroll period in which it was earned.

## **ARTICLE 9 HOLIDAYS**

Section 9.1 – Holidays. Eligible employees shall receive time off with pay at the employee's regular rate of pay for the following holidays:

New Year's Day	Labor Day
Martin Luther King Jr. Day	Veterans Day
Presidents' Day	Thanksgiving Day
Christmas Eve	Christmas Day
Friday after Thanksgiving Day	Memorial Day
Independence Day	Floater
Juneteenth	

In the event the library is open on Saturdays, employees will receive a ½ day of holiday pay the Saturday after Thanksgiving.

When an official holiday as specified above herein falls on a day of the week when the library would normally be closed (e.g., Sunday), the workday preceding or following the holiday shall be designated by the Library Board, or alternatively the Library Director if the Library Board does not make the designation, as the paid holiday. If an employee is not scheduled to work on an above official holiday and that holiday falls on a day of the week when the library would normally be open, the employee shall be given another day off, which shall be scheduled and taken by the employee at a later date with the supervisor's approval.

If the library is open and an employee works on the Saturday immediately prior to any of the following holidays: Martin Luther King Jr. Day, Presidents' Day, Memorial Day or Labor Day; the employee shall receive premium pay of \$.50/hour for all hours worked on that Saturday.

Section 9.2 – Part Time. Regular part time employees, as defined in Section 2.8, shall be eligible for pro-rated holiday pay.

Section 9.3 – Eligibility. To be eligible for holiday pay, an employee must be in pay status on the scheduled workday immediately preceding and following the holiday. Holidays that occur on a day on which the employee is using his or her Personal time off shall not be charged as Personal time off time.

Section 9.4 – Holidays Worked. When an employee is required to work on a designated holiday, the employee shall be paid premium pay at the time and one-half rate in addition to the holiday pay for which the employee is eligible.

Section 9.5 – If a community event is held on the library grounds and requires the library to closed on the day preceding the event, that preceding day shall be considered a holiday.

## ARTICLE 10 PERSONAL TIME OFF

Section 10.1. As of the effective date of the Employer's Personal Time Off Plan, as incorporated into the Employer's Personnel Policies, said Personal Time Off Plan shall replace all previous sick leave, vacation and other paid time off, as well as severance pay, to which employees were previously entitled. All current and future employees of the City shall be subject to the

Employer's Personal Time Off Plan as it exists as of the effective date of the plan, or as it may thereafter be modified by the Employer.

Section 10.2. The interpretation and application of the Employer's Personal Time Off Plan shall not be subject to any term of this Agreement or any past practices, prior agreements, resolutions, policies, rules, or regulations that are inconsistent with the Personal Time Off Plan adopted by the Employer.

Section 10.3 – Accrual of PTO. The amount of Personal Time Off (PTO) available annually to regular full-time employees or part-time employees, as defined in the Employer's Personal Time Off Plan, as incorporated into the Employer's Personnel Policies, is based on the length of employment using the most recent date of regular or part-time employment according to the following schedule:

**Full-time and Part-Time Employees hired BEFORE January 1, 2018 will accrue as follows:**

**Completed Years of Employment Personal Time Off Accrued**

Completed Years of Employment	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 4 <sup>th</sup> anniversary	23	184	7.0769
After the 4 <sup>th</sup> anniversary through the 9 <sup>th</sup>	30	240	9.2320
After the 9 <sup>th</sup> anniversary through 14 <sup>th</sup> anniversary	35	280	10.7692
After the 14 <sup>th</sup> anniversary	39	312	12.

**Full-time and Part-Time Employees hired AFTER January 1, 2018 will accrue as follows:**

**Completed Years of Employment Personal Time Off Accrued**

COMPLETED YEARS OF EMPLOYMENT	Days per year	Hours per year	Hours per 80 hour pay period
Hire date through 1 <sup>st</sup> anniversary	<u>15</u>	<u>120</u>	<u>4.62</u>
After the 1 <sup>st</sup> anniversary through the 6 <sup>th</sup>	<u>20</u>	<u>160</u>	<u>6.15</u>
After the 6 <sup>th</sup> anniversary through the 10 <sup>th</sup> anniversary	<u>25</u>	<u>200</u>	<u>7.69</u>
After the 14 <sup>th</sup> anniversary	<u>30</u>	<u>240</u>	<u>9.23</u>

The adjustments to anniversary dates in the PTO accrual tables above are effective January 1, 2026. Regular part-time employees will accrue PTO on a prorated basis

pursuant to the above schedule, with such proration based on the actual hours worked by the regular part-time employee.

The City's computerized payroll system is the official record for Personal Time Off, Extended Medical Benefit, and Personal Conversion Account balances.

Employees may carry over accumulated PTO hours from one year to the next up to a maximum of 248 hours (31 days). Accumulated PTO may not exceed 248 hours (31 days) on the employee's anniversary date. On the anniversary date, any accumulated unused PTO in excess of 248 hours will be forfeited.

Section 10.4 – Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer's Personal Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

<b>Days per Year</b>	<b>Hours Per Year</b>	<b>Hours Per 80 hour Pay Period</b>
8	64	2.4616

Any employee who is newly hired with the City of Grand Rapids after January 1, 2020, will receive 80 hours of EMB time placed into his/her EMB bank at the time of hire.

## **ARTICLE 11 LEAVES OF ABSENCE**

Section 11.1 – Jury or Witness Duty. An employee subpoenaed as a witness in connection with the employee's official duties or called for jury duty shall turn into the Payroll Department any per diems received less mileage for such duty in order to receive their regular wages for the scheduled day missed. An employee may not use Personal time off time or compensation time in order to keep per diems. If an employee is excused early from jury duty, the employee must return to work promptly.

Section 11.2 – Workers' Compensation Leave. Employees shall be entitled to the benefits of the Minnesota Workers' Compensation Act for work-related injuries.

Section 11.3 – Military Leave. Employees shall be granted leave of absence for purposes of military service to the extent required by applicable law.

Section 11.4 – FMLA and Parenting Leave. Family and Medical Leave Act and parenting leave shall be available to eligible employees in accordance with existing law and policies adopted by the Employer.

Section 11.5 – Extended Medical Leave. In case of: (1) an extended illness, after an employee has used all accumulated Personal Time Off and Extended Medical Benefit and any FMLA leave for which the employee is eligible, or (2) the birth or adoption of a child after the employee has

used all accumulated Personal Time Off and Extended Medical Benefit, parenting leave and FMLA leave for which the employee is eligible, the employee shall be granted a leave of absence of up to six (6) months without having the employee's name removed from the payroll. An employee returning from an extended medical leave under this Section may be required to furnish to the Employer a physician's certification stating that the employee is fit to return to the duties of the employee's position. A leave of absence may be canceled by the Employer in the event that the employee uses the leave of absence to pursue other employment. Any further extension of the six (6) month leave will be granted or denied at the Employer's sole discretion.

In evaluating a request for extension of leave by an employee beyond six (6) months, the employee shall provide the Employer with a detailed Doctor's report by no later than ten (10) days prior to the last day of the six (6) months leave period. If the Employer decides to grant or deny an employee's request for extension of leave, the Employer shall notify the Union and employee of its decision in writing, and the Employer shall provide the Union and employee with an opportunity to meet to discuss the Employer's decision provided the Union and employee requests such a meeting within ten (10) days of the Union's receipt of notice from the Employer. An employee on extended medical leave must provide the Employer with at least one (1) weeks' notice prior to returning from leave.

Section 11.6 – Leave for Union Activities. Employees shall be allowed time off without pay for union activities, subject to advance notice to the Director and the Director's approval, both with respect to the requested leave and the specific employee selected to attend the activity, as follows:

- 1) Nine (9) days bi-annually to attend the International Convention (one (1) employee).
- 2) Five (5) days to attend State Federation of Labor Convention (one (1) employee).
- 3) Two (2) days to attend Minnesota State Council 65 Convention (two (2) employees).

Section 11.7 – Paid Family Medical Leave (PFML). The Employer will cover 100% of the premium for the MPML pursuant to Minn. Stat. 268B.14.

PTO provide for in the Agreement may be utilized as a supplemental benefit by employees who qualify for the Minnesota Paid Family Medical Leave program under Minn. Statute Chapter 268B. The total amount of family or medical leave benefits provided, plus the use of accrued or otherwise earned leave, shall not exceed 100% of the regular wage of salary of the employee. Employees may not be required to first exhaust accumulated PTO or EMB before or while utilizing the Minnesota Paid Family Medical Leave under Minn. Statute Chapter 268B. An employee may, at their discretion utilize PTO and EMB or other forms of disability insurance benefits in lieu of Paid Family Medical Leave as long as it is permitted by State law.

Section 11.8 - ESST. The documentation provisions referenced in Minn. Stat. 181.9447, subd. 3 shall not apply to paid leave available to an employee for absences from work in excess of the minimum amount required by Earned Sick and Safe Time.

## **ARTICLE 12 INSURANCE BENEFITS**

Section 12.1. Health and Welfare. In 2026, 2027 and 2028, while the Local 49 Health and Welfare fund is the insurance provider for employees' health, medical, dental, vision and life insurance and employees are not able to opt out of coverage, the City will cover the full cost of the insurance premium. If during the term of this Agreement the City changes insurance providers in accordance with Section 12.6 below, the City and the Union agree to renegotiate the insurance contributions under this Article.

Existing level of benefits shall be continued for the duration of this Agreement subject to the application of Section 12.4 of this Article. If the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Article 14 may be opened by either signatory party hereto for the purpose of discussing the effect of such change. The absence of such reopening shall constitute acceptance of the change. The Employer shall not, without the agreement of the Union, change the provider of health and medical insurance coverage if such change results in a reduction of the level of benefits.

Section 12.2 – Life Insurance. The Employer will provide and pay the premium for eligible full time employees and part-time employees (as defined under Sections 2.7 and 2.8) for a policy of group life insurance in the minimum policy amount of \$10,000 per employee during the term of this Agreement.

Section 12.3 – Eligibility. Eligibility for insurance coverages under this Article shall commence on the first of the month immediately following one complete month of employment.

Section 12.4 – Employer's Obligation. The Employer's obligation under this Article is limited to the payment of the amount of the premiums specified. The Employer has no liability for the failure or the refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any benefits under this Article. No dispute arising under or relating to this Article shall be subject to the grievance and arbitration procedures of the Agreement, except an allegation that the Employer has failed to pay the premium required by this Article.

Section 12.5. Life insurance and the Employer's contribution to health and medical insurance coverage shall be provided to an employee while on Personal Time Off or Extended Medical Benefit, or an employee who is unable to work due to a compensable injury.

Section 12.6. The designation of the insurance carrier in Section 12.1 is inserted for the purpose of defining benefits only, and the Employer reserves the right to provide the insurance coverage referred to in this Article through a carrier of the Employer's choice so long as the level of



benefits is substantially equivalent.

## **ARTICLE 13 SENIORITY**

Section 13.1 – Definition. Seniority is defined based on the total number of hours of paid service during the employee’s continuous employment with the Employer since the employee’s most recent date of hire. There shall be bargaining unit seniority, based on the employee’s total number of hours of paid service in the bargaining unit, and classification seniority, based on the employee’s total number of hours of paid service in the employee’s current classification. Seniority is applicable only as expressly provided in this Agreement.

Section 13.2. – Probation. All newly appointed employees and all employees returning after a break in service shall be designated as “probationary” and must successfully complete a probationary period of service in the position to which appointed. The probationary period shall be 1,040 hours or six calendar months, whichever occurs first, such hours to include hours actually worked, excluding paid and unpaid leaves. The Director has discretion to extend the probationary period up to an additional 1,040 hours or six calendar months, whichever occurs first, upon notice to the Union. During the probationary period or extension thereof, a probationary employee may be suspended, demoted or discharged without recourse through the grievance procedure of this Agreement and such action by the Employer shall not be deemed a breach of this Agreement. Upon successful completion of the probationary period, the employee shall be placed on the seniority list and credited for hours worked retroactive to the date of hire.

Section 13.3 – Layoffs. In the event the Employer determines the need to reduce its workforce by reducing the number of employees, the Employer will determine the positions to be affected by the layoff based on whatever reorganization of duties and functions the Employer determines to be necessary. The job responsibilities of the selected position shall be filled by the best qualified non-probationary employees within the Library, based on job-related factors such as experience, education, and demonstrated ability to perform the new set of duties assigned.

In the event that the Employer determines the need to reduce its work force by reducing the number of employees in a specific classification, where the layoff does not involve a reorganization of duties and functions, the Employer will lay off employees by classification by seniority. The following steps will be followed:

- 1) Layoffs shall be accomplished by inverse seniority in the classification affected.
- 2) Employees shall receive no less than thirty (30) days’ notice of layoff when reasonably possible.
- 3) An employee who has received notice of layoff shall be entitled to exercise seniority rights to bump an employee in another classification who has less seniority in the classification, provided the bumping employee has previously served in and successfully complete the probationary period in the classification in which the employee seeks to bump.

Notwithstanding any of the provisions of this Agreement dealing with the order of layoff, employees whose services are, in the sole discretion of the Employer, necessary to ensure efficient operation may be retained irrespective of length of service.

Full time employees who are terminated due to position elimination shall receive up to \$2,000 of out-placement services. The Employer will continue its contribution towards the City's health insurance plan not to exceed six (6) months. If the employee obtains other employment during the six months period and is eligible to receive health insurance benefits from that employer, the Employer's health insurance premium payment benefit will cease.

Section 13.4 – Recall. Recall to employment will be made in the reverse order of layoff in a classification. An employee shall retain recall rights following layoff for either twenty-four (24) months or the length of the employee's continuous service since most recent date of hire, whichever is less. Failure of an employee to report as directed by the Employer will constitute voluntary resignation. Notice of recall shall be given in writing either personally delivered or sent by mail to the last address which the employee has on file with the Employer.

Section 13.5 – Loss of Seniority. Seniority will be broken and all employment rights terminated when any of the following conditions occur:

- 1) The employee voluntarily terminates employment;
- 2) The employee is discharged for cause;
- 3) The employee fails or refuses to return from a leave of absence at its stated date of expiration;
- 4) The employee refuses to return to work from layoff on the date specified or on the date of recall;
- 5) The employee is laid off for either twenty-four (24) months or the length of the employee's continuous service since most recent date of hire, whichever is lesser;

Section 13.6 – Vacancies. The Employer is committed to hiring the most qualified candidate for any vacancy. When the Employer desires to fill a vacancy within the bargaining unit, the Employer shall post a notice on the bulletin board for a period of five (5) days announcing the vacancy. The Employer may fill vacancies by posting internally and externally for applicants. Preference shall be given to senior employees over junior employees and external applicants provide that the applicants' qualifications are equal in the Employer's judgment. In judging qualifications, the Employer will consider the following factors:

- 1) demonstrated work behavior
- 2) knowledge, skills and ability
- 3) ability to get along with co-workers
- 4) past and present job experience
- 5) past and present education and training

- 6) past and present work record
- 7) responses to interview questions

The vacancy will be awarded to the applicant who, in the exclusive judgment of the Employer, is best qualified for the position. Current qualified employees who apply for a vacancy shall be granted the opportunity to interview for the position. The successful applicant filling a vacant position shall be on probation for a period as provided in Section 13.2.

If a vacancy is awarded to a current employee, the employee shall have a maximum trial period of thirty (30) days to demonstrate proficiency at performing the new job. Within this period the Employer may remove the employee from the job if the employee's performance is not satisfactory in the Employer's judgment. The employee will then be returned to the employee's former position.

Section 13.7 – Transfers. Employees may voluntarily apply and compete for lateral transfer to a posted vacant position in accordance with the procedures set forth in Section 13.6 of this Article. The Library Director may transfer an employee from one position to another without posting if both positions are assigned to the same class and salary range.

## **ARTICLE 14 DISCIPLINE, RESIGNATION**

Section 14.1 – Discipline. The Employer shall not discipline or discharge without just cause any employee who has completed the required probationary period. The parties recognize the principles of progressive discipline, including the fact that the appropriate level of discipline is dependent on the facts of the particular disciplinary incident.

Section 14.2 – Resignation. An employee shall give the Employer at least two (2) weeks advance notice of intention to resign. Failure to give such notice shall result in forfeiture of any payment for accumulated, unused Personal time off. Accrued Personal time off may not be used during the minimum notice period.

Section 14.3 – Failure to Report. If an employee fails to report to work as scheduled, or to furnish the Employer with a justifiable excuse within twenty-four (24) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from employment; provided, however, that if the employee can thereafter furnish the Employer with reasonable proof that the employee could not report to work or could not notify the Employer of his/her absence because of illness or unforeseen emergency or other justifiable reason, then the absence shall not be considered a resignation.

## **ARTICLE 15 GRIEVANCE AND ARBITRATION PROCEDURE**

Section 15.1 – Definition. A grievance is defined as a dispute or disagreement as raised by an employee covered by this Agreement against the Employer as to the interpretation or application of the specific terms or provisions contained in this Agreement. For disciplinary matters, only

written warnings, suspensions, or discharges, which become part of the employee's personnel file, shall be grievable.

**Section 15.2 – Union Representative.** The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

**Section 15.3 – Processing Grievance.** It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the union representative have notified and received the approval of the designated department head/supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer, and provided further that the Employer shall be judge of what constitutes a "reasonable amount of time" as used in this Subsection 15.3.

**Section 15.4 – Grievance Procedure.** A grievance, as defined by Section 15.1, shall be resolved in conformance with the following procedure:

**Step 1** – An employee claiming a violation concerning the interpretation or application of this Agreement shall, within ten (10) calendar days after the employee is or should have been aware of the alleged violation, present such grievance to the employee's immediate supervisor. The employee's immediate supervisor will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt of such grievance from the employee.

A grievance not resolved in Step 1 may be appealed to Step 2 by placing the grievance in writing and submitting it to the department head setting forth the nature of the employee's grievance, the facts on which it is based, the provision or provisions of this Agreement allegedly violated, and the remedy requested. A grievance not resolved in Step 1, must be appealed to Step 2 by the Union within ten (10) calendar days after receipt by the employee of the Employer's Step 1 answer, or such grievance shall be considered waived.

**Step 2** – If appealed, the written grievance shall be presented by the Union and discussed with the department head and/or the Employer-designated Step 2 representative. The department head and/or the Employer-designated representative shall give the Union the Employer's Step 2 answer in writing within ten (10) calendars days after the Step 2 grievance is discussed as provided herein. A grievance not resolved in Step 2 may be appealed to Step 3. An appeal to Step 3 by the Union must be made in writing and submitted to the Employer within ten (10) calendar days of receipt by the Union of the Employer's Step 2 answer, or such grievance shall be considered waived.

**Step 3** – If appealed, the written grievance shall be presented by the Union and discussed with the city administrator and/or the Employer-designated Step 3 representative. The city administrator and/or the Employer-designated representative shall give the Union the Employer’s Step 3 answer in writing within ten (10) calendar days after the Step 3 grievance is discussed as provided herein. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days of receipt by the Union of the Employer’s final answer in Step 3. Any grievance not appealed in writing to Step 4 by the Union within ten (10) calendar days after receipt of the Employer’s Step 3 answer, and not otherwise submitted to mediation as provided in Step 3A below, shall be considered waived.

**Step 3A** – If the Employer and the Union mutually agree within ten (10) calendar days after receipt by the Union of the Employer’s Step 3 final answer, a grievance unresolved in Step 3 may be submitted to the Minnesota Bureau of Mediation Services for mediation as opposed to appealed to Step 4. If the grievance is submitted to mediation and is not resolved, it may be appealed to Step 4 within ten (10) calendar days of the date of the mediation meeting. Any grievance not appealed in writing to Step 4 within said ten (10) calendar day period shall be considered waived.

**Step 4** – A grievance unresolved in Step 3 or Step 3A and appealed to Step 4 by the Union shall be submitted to arbitration in accordance with the Minnesota Public Employment Labor Relations Act, Minnesota Statutes, Chapter 179A, and the rules and regulations of the Bureau of Mediation Services.

**Section 15.6 – Arbitration.** Unless a grievance is submitted to mediation in Step 3A, in order to submit the grievance to arbitration, the Union must submit to the Commissioner, Bureau of Mediation Services, State of Minnesota, within ten (10) days of the Step 3 answer, a request to furnish a list of seven (7) prospective arbitrators. From this list, each party shall in turn strike one name until only one name remains, and the last remaining individual shall be designated as the arbitrator. The grieving party shall strike first. A hearing on the grievance shall be held promptly by the arbitrator and a decision shall be rendered within thirty (30) days after the close of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties. Each party shall be responsible for compensating its own representatives and witnesses.

**Section 15.7 – Arbitrator Authority.** The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator’s decision shall be based solely on the arbitrator’s interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties.

Section 15.8 – Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered “waived.” If a grievance is not appealed to the next Step within the specified time limit, or any agreed extension thereof, it shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance and appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step. The Employer and Union may mutually agree in writing to extend a time requirement for each step of the above grievance procedure.

Section 15.9 – Union Authority. At any step in this grievance procedure the Executive Committee of the Union shall have the final authority in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the term of this Agreement to the satisfaction of the Union Executive Committee.

Section 15.10 – Choice of Remedy. If, as a result of the written Employer response in Step 3 or mediation of Step 3A, the grievance remains unresolved, and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article or another procedure such as, Veteran’s Preference, or by the grievant instituting any action, proceeding or complaint in a federal or state court of law, or before an administrative tribunal, federal agency, state agency, or seeking relief through any statutory process for which relief may be granted. If appealed to any procedure other than as provided in Step 4 of this Article, the grievance is not subject to the arbitration procedure as provided in Step 4 of this Article. The aggrieved grievant/employee shall indicate in writing which procedure is to be utilized – Step 4 of this Article or another appeal procedure – and shall sign a statement to the effect that the choice of any other procedure precludes the aggrieved employee from making an additional appeal through Step 4 of this Article. A grievant instituting any action or proceeding, the subject matter of which may constitute a grievance under this Agreement, shall immediately thereupon waive any and all rights to pursue a grievance under this Article. Upon instituting a proceeding in another forum, as described herein, the employee shall waive his or her right to initiate a grievance to this Article, or if the grievance is pending in the grievance procedure, the right to pursue it further shall immediately be waived.

## **ARTICLE 16 MISCELLANEOUS**

Section 16.1 – Training. Employees who are assigned by the Employer to attend a workshop, seminar or training session shall have their actual hours of attendance and reasonable and necessary travel time counted as “hours worked” under this Agreement.

Section 16.2 – Meal and Travel Allowances. Employees shall be reimbursed for meal and travel expenses necessarily incurred with the prior approval and at the direction of the Employer, in accordance with the then-current meal and travel allowance policies of the Employer.

## **ARTICLE 17**

### **WAGES, CLASSIFICATIONS**

Section 17.1 – Wages. The wage schedule set forth in Appendix A-1 attached shall be effective for classifications of employees within the bargaining unit during the term of this Agreement.

Section 17.2 – New Classifications. If a new classification is added to the staff, such classification will become subject to the terms and conditions of this Agreement upon mutual agreement between the Employer and the Union, or upon a unit clarification order promulgated by the Bureau of Mediation Services.

## **ARTICLE 18**

### **NO STRIKE, NO LOCK-OUT**

The Employer agrees not to engage in any lockout of employees and the Union agrees that it will not engage in any strike during the life of this Agreement. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement or by action of an individual employee or individual groups of employees shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein. Upon request from the Employer, the Union will advise employees in writing to cease activities which are in violation of this Article.

## **ARTICLE 19**

### **COMPLETE AGREEMENT, SEPARABILITY**

Section 19.1. This Agreement shall represent the complete Agreement between the Union and the Employer.

Section 19.2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of said right and opportunity to negotiate are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless they mutually agree to so bargain.

Section 19.3. Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding the terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement, are hereby superseded.

Section 19.4. Notwithstanding any other provision of this Article, in the event that the Employer during the term of this Agreement creates a new classification within the bargaining unit, the Employer agrees to enter into negotiation with the Union solely for the purpose of establishing a wage rate for such classification. This Agreement may be reopened before its expiration date only upon the express and mutual written agreement of the parties hereto.

Section 19.5. If any provision of this Agreement is found by a court of competent jurisdiction and after the conclusion of all available appeals to be in conflict with any state or federal law, only that provision(s) shall be considered inapplicable, and the remaining provisions of this Agreement shall remain in full force and effect. The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provision(s) found to be invalid. This places no time limitation on the parties during which they may negotiate.

## **ARTICLE 20 TERM OF AGREEMENT**

This Agreement shall take effect January 1, 2026, and continue in effect and in force through the 31<sup>st</sup> day of December, 2028 and thereafter from year to year unless written notice of desire to change, modify or terminate this Agreement is given by either party to the other party one hundred twenty (120) days prior to January 1, 2029.

IN WITNESS WHEREOF, the parties have set their hands to this Agreement the respective date and year written below.

**CITY OF GRAND RAPIDS**

**LOCAL 3456A, AMERICAN  
FEDERATION OF STATE, COUNTY  
AND MUNICIPAL EMPLOYEES,  
AFL-CIO**

By: \_\_\_\_\_  
Tasha Connelly, Mayor

By: \_\_\_\_\_  
Alexandra Rosa,  
AFSCME Council 65

By: \_\_\_\_\_  
Tom Pagel, City Administrator

By: \_\_\_\_\_  
Dion Holcomb-Card, President

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

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



**APPENDIX A**  
**UNION RECOGNITION – JOB CLASSIFICATIONS REPRESENTED**

In accordance with Article 3 of this Agreement, the Union shall be the exclusive representative for eligible employees of the Library Unit (as the unit is defined by the Employer) who have the following job classifications:

Library Public Services Clerk I  
Library Public Services Clerk – Children’s  
Library Public Services Clerk - Circulation  
Library Volunteer Coordinator  
Library Cataloging Technician  
Children’s Librarian  
Reference Librarian

All other positions, job classifications and employees of the City shall be excluded from the Union. No other employees shall become a member of the Union except by the written agreement of the Employer and Union or by a unit determination order from the Bureau of Mediation Services made in accordance with Minnesota Statutes, Chapter 179A.

LIBRARY UNION								
APPENDIX A-1: CLASSIFICATION AND RATES OF PAY								
CONTRACT 2026-2028								
						LONGEVITY PAY SCHEDULE		
	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	\$0.25	\$0.50	\$0.75
	0-6	7-12	13-18	19-24	24 +			
	Months	Months	Months	Months	Months	15 YEARS	20 YEARS	25 YEARS
<b>Effective 1/1/2026 \$1.00</b>	<b>5%</b>							
Public Svcs-Clerk I	21.70	22.22	22.72	23.25	23.77	24.02	24.27	24.52
Public Svcs Clerk-Children's	24.48	25.06	25.65	26.26	26.84	27.09	27.34	27.59
Public Svcs Clerk-Circulation	24.48	25.06	25.65	26.26	26.84	27.09	27.34	27.59
Volunteer Coordinator	26.82	27.48	28.13	28.79	29.44	29.69	29.94	30.19
Children's Librarian	29.68	30.41	31.15	31.89	32.61	32.86	33.11	33.36
Cataloging Technician	29.80	30.54	31.28	32.03	32.77	33.02	33.27	33.52
Reference Librarian	29.97	30.67	31.45	32.19	32.94	33.19	33.44	33.69
<b>Effective 1/1/2027 \$1.00</b>	<b>5%</b>							
Public Svcs-Clerk I	22.79	23.33	23.86	24.41	24.96	25.21	25.46	25.71
Public Svcs Clerk-Children's	25.70	26.32	26.93	27.57	28.18	28.43	28.68	28.93
Public Svcs Clerk-Circulation	25.70	26.32	26.93	27.57	28.18	28.43	28.68	28.93
Volunteer Coordinator	28.16	28.85	29.54	30.23	30.91	31.16	31.41	31.66
Children's Librarian	31.17	31.93	32.71	33.48	34.24	34.49	34.74	34.99
Cataloging Technician	31.29	32.07	32.84	33.63	34.41	34.66	34.91	35.16
Reference Librarian	31.47	32.20	33.02	33.80	34.59	34.83	35.09	35.34
<b>Effective 1/1/2028 \$1.00</b>	<b>5%</b>							
Public Svcs-Clerk I	23.93	24.50	25.05	25.63	26.21	26.46	26.71	26.96
Public Svcs Clerk-Children's	26.98	27.63	28.28	28.95	29.59	29.84	30.09	30.34
Public Svcs Clerk-Circulation	26.98	27.63	28.28	28.95	29.59	29.84	30.09	30.34
Volunteer Coordinator	29.57	30.30	31.01	31.74	32.46	32.71	32.96	33.21
Children's Librarian	32.73	33.52	34.35	35.16	35.96	36.21	36.46	36.71
Cataloging Technician	32.85	33.68	34.49	35.31	36.13	36.38	36.63	36.88
Reference Librarian	33.04	33.81	34.67	35.49	36.31	36.56	36.81	37.06
The above rates of pay are based on dollars per hour.								



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** September 8, 2025

**AGENDA ITEM:** Consider appointment of Dale Schneider to the Assistant IT Director position.

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

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### BACKGROUND:

In August, City Council authorized Human Resources to begin the process of posting, advertising, interviewing, and hiring for the full-time Assistant IT Director position. The City received 15 applications. Interviews were conducted on Wednesday, September 3<sup>rd</sup>, and three candidates were interviewed. The hiring committee, consisting of IT Director Erik, Scott, Chief of Police Andy Morgan, and IT Director for Itasca County Jennifer Lund, and myself, recommend the appointment of Dale P. Schneider to the position of Assistant IT Director, subject to successful completion and passing of a pre-employment background check and pre-employment drug testing.

Dale Schneider has well over 15 years of experience in information technology. He's worked for Itasca County for over 5 years, and most recently, he's been working for the Blandin Foundation. Dale has experience as a network security administrator, helpdesk technician, MIS coordinator, and other positions which led him towards information technology. He has extensive experience in project management, security system design, and network optimization. He has strong leadership skills, technical proficiency, and has had positive client and vendor relations. We believe Dale will be a great addition to our IT department.

Dale Schneider will begin working as the Assistant IT Director on a date to-be-determined, based on the completion of all pre-employment conditions mentioned above. Dale's starting salary will be \$96,335.52, at a Grade 13. Future cost-of-living adjustments will be considered at the same time as other management employees, subject to City Council discretion. After successfully completing a six-month probationary period, Dale will receive an increase of \$5,000 to his annual salary.

Dale will be credited with 14 years of completed service and will accrue 9.23 hours of FTO per 80-hour pay period. The City will also deposit 40 hours of FTO effective his first date of employment. Dale will accrue EMB, a non-severable benefit of 2.4616 hours per 80-hour pay period. The City will deposit 80-hours of EMB on his first day of employment.

**REQUESTED COUNCIL ACTION:**

Make a motion to appoint Dale P. Schneider to the Assistant IT Director position, subject to successful completion and passing of all pre-employment conditions, a start date to be determined, and a starting salary of \$96,335.52. After successfully completing a six-month probationary period, he will receive an increase of \$5,000 to his annual salary, as stipulated in the attached offer letter.

**DALE P. SCHNEIDER****Objective**

To secure a leadership position in IT/Network Security leveraging over 20 years of expertise in security policy creation, IT infrastructure management, and innovative problem-solving to deliver cutting-edge solutions.

**Core Qualifications**

- Extensive IT Experience: success in project management, security systems design, and network optimization.
- Security Policy Expertise: Adept at developing and enforcing governance policies in accordance with industry standards.
- Strong Leadership Skills: Skilled at training and mentoring staff, improving operational efficiency, and managing cross-functional teams.
- Technical Proficiency: Certified in cloud platforms (Azure, AWS), networking, and multiple hardware/software systems, ensuring robust IT and security solutions.
- Client and Vendor Relations: Trusted advisor for stakeholders, ensuring seamless communication and project execution.

**Technical Skills****Software**

- Azure and AWS cloud infrastructures, including Identity Access Management (IAM) administration.
- Proficiency in Windows 10 (multiple builds) and Windows 11 operating systems, and administration of Windows Server versions (2003, 2008, 2012, 2016).
- Management of Domain, Web, File, Exchange, Print, and NVR servers.
- Skilled in managing enterprise-level tools: SCCM, Active Directory, Group Policies, Entra, Exchange, Teams/ SharePoint and Purview.
- Advanced knowledge in Microsoft Office 365, storage, spam and encryption software; Zix, Barracuda, and network analysis tools such as Wireshark.
- Adobe Creative Cloud (Photoshop, Illustrator, InDesign, etc.), Autodesk (3D Studio, Maya), and SolidWorks.

**Hardware:**

- Proficient in configuring Cisco Catalyst and Meraki Series Switches/ access points in addition to outdoor municipal Tropos Mesh Networks.
- Hands-on experience with video surveillance systems, including Sony, Axis and Honeywell Cameras.
- Installation and maintenance of structured cabling systems, including CAT6, fiber and other network solutions.

**Certifications:**

- CompTIA A+, Network+
- Azure Fundamentals
- AWS Fundamentals
- CCENT
- Microsoft Technology Associate (MTA): Windows Server Administration
- Apple Certification Associate: Mac Integration Basics
- Certified SolidWorks Associate (CSWA)

**Professional Experience**

Charles K. Blandin Foundation – Grand Rapids, MN

**Network and Security Administrator**

2022 – Present

- Developing 20 comprehensive Security IT Governance policies, including Identity and Access Management (IAM), Acceptable Use, Security Awareness, and others.
- Administration of Identity and Access Management (IAM) systems, including AWS, Entra, SharePoint, and various standalone applications.
- Implementation of Multi-Factor Authentication (MFA) and integration of Single Sign-On (SSO) solutions.
- Add and manage DNS records, including DKIM keys, MX, and TXT entries.
- Onboarding and offboarding processes for all employees, consultants, and vendors, ensuring a seamless transition and compliance with organizational standards.
- Segmentation and security of the network: Firewall and Vlans, ACLs
- Coordinate and implement security awareness training programs for all employees
- Create Azure SQL, ADF, and AWS instances to facilitate the migration of grant and scholarship data to a new Salesforce environment.
- Responsible for overseeing all technology upgrades and addressing concerns throughout a \$4 million remodel, including the integration of a 6-panel interactive Story Wall touchscreen
- Upgrades to conference room technology, including network cable installations, rack enhancements, screen and microphone setups, and the configuration of a Zoom-enabled environment

Itasca County – Grand Rapids, MN

**Helpdesk Technician (Desktop Administrator, ITS2)**

2017 – 2022

- Day-to-day tactical escalation point for critical and time-sensitive tickets
- Manage Active Directory, O365 and Exchange
- Manage, deploy and audit county technology assets
- Image Workstation/Laptops for deployment specific to the county department
- MDM for all mobile devices (FirstNET, AT&T and Verizon)
- Uplift point of contact for FirstNet
- Coordinate and relocate employees involving computers, VoIP phone, and other peripherals.
- VLAN changes due to relocation and/or separation of job duties
- County wire closet upgrades consisting of new CAT6 wiring, Cisco switches, stacks, renumbering ports, and VLAN shuffling.
- One Drive deployment: group policy updates which would disconnect on premises storage then resync to Azure Cloud.
- Support all software throughout the county. 18 departments including Investigators, Sherriff, 911 Dispatch and Attorneys

KidsPeace-Mesabi Academy – Buhl, MN  
 Juvenile Correction facility (DOC)

**MIS Coordinator**

2010 – 2016

- Charged with improving and re-writing proprietary API systems while maintaining the security of all client information via HIPPA guidelines.
- Responsible for maintaining multiple servers: database, file, web, SQL, print and domain.
- Manage thin clients, desktops, laptops for supervisors, case managers, clinicians, and directors. Manage and maintain ITV Polycom system for clients to attend court remotely
- Developed and solely installed a new IP based camera system, 72 cameras.
- Maintain network for Mt. Iron School co-location.
- Upgraded analog phone system to a VoIP system with over 89 devices with 100 direct dial numbers. Improved server room and 5 wiring closets including the replacement of old cat 3/5 and cat 6a wiring.
- Manage all buildings with wide computer and network issues.
- Training/ solving all staff Word, pdf, Excel and Outlook problems.
- Introduced and created new marketing material: brochures, inserts and presentation displays.
- On call for power, network, server, and camera outages.

Pro 911 Systems, Inc. – Laguna Beach, CA

*National IT Network Design / Security Consulting / Solutions Provider*

2005 – 2010

***Network Design / Project Manager / Installer***

Principal Consultant for Pro 911 Systems: managed full project lifecycle for the design, vendor selection and management, time keep, budget monitoring, compliance paperwork completion, installation and support for large wired / wireless IT and security networks. Samples of key projects in MN, AZ, TX, and CA include:

City of Los Angeles, CA: Configured wireless equipment and successfully installed 63 Tropos mesh units with 62 attached security cameras. Rebuild the head-end server to support new software. Additionally, trained personnel to use the new software.

City of Dana Point, CA: Designed a wireless network for the city. Installed over 20 traffic cameras including back-haul throughout the mesh network. Programmed/installed point-to-point links. Set up the computer server to handle new equipment/recording software. Trained personnel on the use of the new software platform

Homeland Security (DEA): Designed/installed wireless network consisting of a 60-mile link between two cities. Built to support over 20 cameras throughout the two cities with scalability. Interfaced / coordinated with various government agencies to complete the project.

City of Newport Beach, CA: Completed an IT project for the Newport Beach Lifeguards. Installed/configured a wireless communication network throughout the beach on lifeguard towers including cameras and radio powered by a single solar panel resulting in ability to “virtually patrol” beach areas during winter months when there are no actual lifeguards on duty, saving lives.

South Central Los Angeles, CA: Successfully installed camera surveillance for viewing illegal street racing

and to provide security surveillance on the streets to reduce crime, unlawful refuse dumping providing greater security for residents of the area.

City of Biwabik, MN / Giants Ridge Ski Resort: Camera / network integration project.

Gilbert and Chisholm, MN: Designed/installed wireless networks and cameras for both Police Departments.

Great Lakes Cable - Maple Grove, MN  
5/04 to 9/04

**H.S.I. Technician / Installer**

Installations for new video and broadband, drop relocation, custom wiring, and networking.

Able Satellite Security & Networking: Hoyt Lakes, MN  
2002 to 2004:

**Lead QC Technician / Installer**

Installation of DirecTV, Dish Network and DirecWAY high speed Internet throughout Northern MN and WI. Performed multi-state audits and provided technical support to commercial/residential customers in the field. Installed fire/security systems.

PRO 911 Systems, INC: Laguna Beach, CA  
1998 to 2002

**Technician**

Monitor and maintain alarm panels at multiple police departments.

Angel Studios - Carlsbad, CA  
*Game Studio*  
1996 to 1998

**Animator**

Responsible for all real-time animation in "Savage Island". Character rigging, animation and motion capture cleanup for Disney Quest' "Virtual Jungle Cruise". Cleanup and animation enhancements of over 35,000 frames of motion capture data. Modeling stadiums for "Major League Baseball featuring Ken Griffey Jr." and "Slugfest".

**Education**

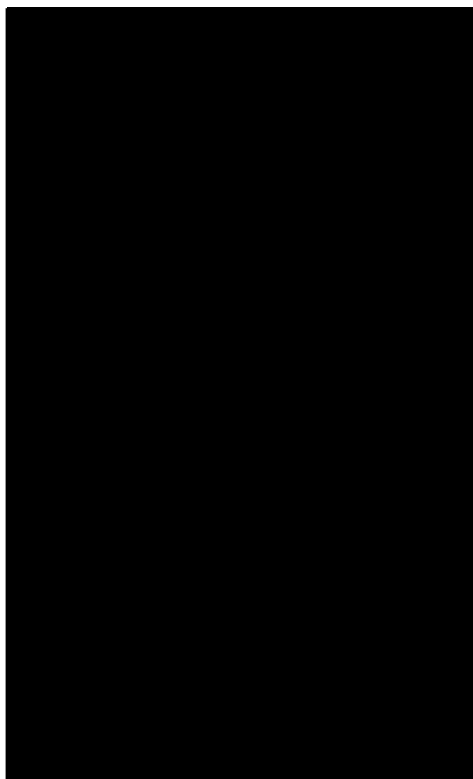
Hibbing Community College  
*Cisco Network Technician Diploma 2017*  
Art Institute of Pittsburgh  
*Game Design 2010*  
School of Communication Arts  
*3D animation 1995*

**Awards**

*Creativity Transformation Award KidsPeace 2014*  
*DEA Challenge Coin, Department of Justice 2009*  
*Eagle Scout Award Boy Scouts of America 1993*



## Professional References





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

# Employment Application

*An Equal Opportunity Employer*

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

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

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

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

## PERSONAL INFORMATION

NAME Last <b>Schneider</b>		First <b>Dale</b>	Middle <b>P</b>	POSITION APPLIED FOR: <b>Assistant IT Director</b>	
MAILING ADDRESS [REDACTED]				TODAY'S DATE: <b>08/12/25</b>	DATE AVAILABLE TO WORK: <b>09/17/25</b>
CITY [REDACTED]		STATE <b>MN</b>	ZIP [REDACTED]	STATUS DESIRED: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Seasonal	
HOME PHONE [REDACTED]		OTHER PHONE		EMAIL ADDRESS: [REDACTED]	
Are you a U.S. citizen or do you have legal Authorization to work in the U.S.? Proof of age and/or eligibility to work may be requested.		YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>	Do you have a valid driver's license? (For driving positions only)	
Will your continued employment require employer sponsorship?		<input type="checkbox"/>	<input checked="" type="checkbox"/>	Are you <u>under</u> 18 years of age?	
				YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
				YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

## EDUCATIONAL INFORMATION

School Name, City and State		Major Area of Study
High School:  Eveleth-Gilbert Highschool	Diploma <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO GED <input type="checkbox"/> YES <input type="checkbox"/> NO	
College:  Art Institute of Pittsburgh	Degree Completed: <input type="checkbox"/> YES <input type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input checked="" type="checkbox"/> NO # of years completed <u>2</u> Semester/Credit hours earned _____	Art and Animation
Graduate School:	Degree Completed: <input type="checkbox"/> YES <input type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	
Technical or Vocational Programs: Hibbing Community College	(indicate type of certificate earned)  Cisco Network Technician	Networking

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

Microsoft Boot Camps

Cybersecurity Architect SC-100  
 Security Operation Analyst SC-200  
 365 Endpoint Administrator MD-102  
 365 Administrator MS-102  
 Security +

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

A+  
 Network +  
 Cisco Certified Entry Networking Technician  
 Microsoft Azure Fundamentals  
 Microsoft Technology Associate (MTA): Windows Server Administration  
 Apple Certification Associate: Mac Integration Basics  
 Certified SolidWorks Associate (CSWA)

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





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

ADMINISTRATION DEPARTMENT

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

September 4, 2025

Mr. Dale P. Schneider



Dear Dale,

Please consider this letter as a conditional offer of employment for the position of Assistant IT Director for the City of Grand Rapids. Following is an outline of the terms and conditions of your pending employment. Your appointment to the position of Assistant IT Director is subject to approval of the City Council at their Monday, September 8, 2025, meeting, as well as a pre-employment background check and pre-employment drug testing.

**Start Date:** Your first date of employment will be determined at a later date, upon completion of all pre-employment conditions listed above.

**Compensation:** Your beginning salary will be \$96,335.52. The salary grade for the Assistant IT Director position is Grade 13. Future cost-of-living adjustments will be considered at the same time as other management employees and will normally be completed on the same base percentage or dollar amount as other management employees, subject to City Council discretion. This is typically effective January 1<sup>st</sup> of each year.

After successfully completing a six-month probationary period, you will receive an increase of \$5,000 to your annual salary.

**Pension:** Upon employment, you will be eligible to participate in PERA. A deferred compensation plan is also available for your participation.

**Insurance:** You will be enrolled in the Operating Engineers Local 49 Health & Welfare Fund. The City covers 100% of the premium regardless of how many eligible family members.

**Flexible Time Off:** Upon employment, you will be credited with 14 years of completed service and will accrue FTO based on 14 years of completed service or 9.23 hours per 80-hour pay period. The City will deposit 40 hours of FTO effective your first date of employment. You will be eligible to utilize FTO immediately.

Dale P. Schneider  
September 4, 2025  
Page Two

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

Contingent Upon: Your appointment will be presented and recommended to the City Council at their September 8, 2025, meeting. Your appointment is also subject to a six-month probationary period, successfully completing and passing a pre-employment background check and pre-employment drug testing.


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

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

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

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

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



09/05/2025

Dale P. Schneider

Date

Sincerely,



Chery Pierzina  
Human Resources Officer

cc: Personnel File  
Payroll



CITY OF  
**GRAND RAPIDS**  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** September 8, 2025

**AGENDA ITEM:** Consider accepting the retirement from Jacob (Jake) Barsness from his position as Firefighter.

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

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### BACKGROUND:

Jacob (Jake) Barsness, Firefighter, has provided his formal notification that he is retiring from his position as Firefighter with the Grand Rapids Fire Department effective September 4, 2025.

Jake Barsness has proudly served as a Firefighter for the past 10 years. Throughout his career, he has been a dedicated and reliable member of the department, known as one of our most experienced fire truck operators. Beyond his firefighting duties, Jake also took on additional custodial responsibilities, always willing to go the extra mile in support of the department.

We sincerely thank Jake for his years of service, hard work, and commitment to the fire department, and we wish him all the best in his well-earned retirement.

### REQUESTED COUNCIL ACTION:

Make a motion to accept the retirement from Jacob Barsness from his position as Firefighter with the Grand Rapids Fire Department effective September 4, 2025.



**Chery Pierzina**

---

**From:** Travis Cole  
**Sent:** Thursday, September 4, 2025 6:37 PM  
**To:** Chery Pierzina  
**Subject:** Fw: Retirement Letter - Jake Barsness

Please see the email below from Jake Barsness.

Get [Outlook for iOS](#)

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**From:** Jake Barsness <JBarsness@herculift.com>  
**Sent:** Thursday, September 4, 2025 6:30:06 PM  
**To:** Travis Cole <tcole@grandrapidsmn.gov>  
**Cc:** Travis Cole <tcole@grandrapidsmn.gov>  
**Subject:** Retirement Letter - Jake Barsness

Jake Barsness  
514 NE 4<sup>th</sup> Ave Grand Rapids MN 55744  
218-259-1392  
[Jakebarsness47@yahoo.com](mailto:jakebarsness47@yahoo.com)

9-04-2025

Chief Travis Cole  
Grand Rapids Fire Department  
104 SE 11<sup>th</sup> St. Grand Rapids MN 55744

Dear Chief Travis Cole

Please accept this letter as a formal notification that I am retiring from my position as a firefighter with the Grand Rapids Fire Department effective 9-04-2025.

I am so grateful for the valuable experience and opportunity you and the department has given me. You and the entire Grand Rapids Fire Department will be part of the reason of who I am and who I have become.

So many great memories and so many friends made I am honored to have been part of this great organization for 10 years.

I wish you and the department all the best. Please be safe, be kind and I will miss each and everyone of you.

Sincerely,  
Jake Barsness

**Travis Cole | Fire Chief**



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 9/8/2025

**AGENDA ITEM:** Consider adopting a resolution accepting a 2025-2026 Toward Zero Death (TZD) grant from the Minnesota Department of Public Safety- Office of Traffic Safety in the amount of \$37,200.00.

**PREPARED BY:** Captain Kevin Ott

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### BACKGROUND:

On July 14, 2025, City Council authorized the police department to apply for a 2025-2026 Toward Zero Deaths (TZD) grant from the Minnesota Department of Public Safety for extra traffic enforcement.

The purpose of the TZD grant is to provide funding for additional enforcement activities targeted toward distracted driving, speed, seat belt violations and impaired driving during the fiscal year of 2025-2026. The goal is to reduce the number and severity of vehicle crashes in Grand Rapids and throughout Itasca County. The Grand Rapids Police Department is a member of the TZD-Itasca County Coalition consisting of community members, public health, court services and others committed to reducing deaths on our roadways. The TZD grant is a very important piece of funding for these efforts, and we have been a grant recipient for over 25 years.

The Police Department was notified by the Department of Public Safety that our grant proposal will be funded in the award amount of \$37,200.00. Typically, the Grand Rapids Police Department receives 50%-60% of the total grant dollars as we have acted as the fiscal agent for Itasca County Law Enforcement agencies. This is a partnership which includes the Itasca County Sheriff's Office, Nashwauk Police Department, Keewatin Police Department, Deer River Police Department and the Minnesota State Patrol.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a 2025-2026 Toward Zero Death (TZD) grant from the Minnesota Department of Public Safety- Office of Traffic Safety in the amount of \$37,200.00.



## RESOLUTION NO. 25-

## A RESOLUTION ACCEPTING A \$37,200.00 GRANT FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY/OFFICE OF TRAFFIC SAFETY FOR A TOWARDS ZERO DEATH GRANT FOR THE GRAND RAPIDS POLICE DEPARTMENT

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 Minnesota Department of Public Safety/Office of Traffic Safety has granted the Grand Rapids Police Department a \$37,200.00 Towards Zero Death Grant for the October 1, 2025 – September 30, 2026 year.

Adopted this 8th day of September 2025.

Tasha Connelly, Mayor

Attest:

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



## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** September 8, 2025

**AGENDA ITEM:** Conduct a Public Hearing to consider the adoption of an Ordinance amending and updating sections of Chapter 30 Land Development Regulations and Chapter 10 Animals.

**PREPARED BY:** Will Richter, Zoning Administrator

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### BACKGROUND:

On April 4th, the Planning Commission initiated the process to consider amendments to Section 30-564(23) of the Zoning Ordinance: Uses with Restrictions - Farm Animals (in AG, RR and SRR zoning districts). Planning Commission action stemmed from animal welfare concerns reported to city staff and law enforcement about a horse being kept on a small Rural Residential parcel. The situation was resolved amicably but demonstrated the need for clearly articulated restrictions on the keeping of farm animals.

The intent of the Chapter 30 amendments is to place reasonable limits on the type and density of farm animal use in the three zoning districts where they are permitted with restrictions, Agricultural, Rural Residential and Shoreland Rural Residential.

The initial discussion by the Planning Commission touched on the differing purpose and intent of Rural Residential vs. Agricultural zoning and the need to treat them differently in terms of types of farm animals permitted and their density or number of animals as a factor of land area.

Commissioner Betsy Johnson volunteered to assist staff with further research on this topic. Based on that research and the Planning Commission's prior discussion, proposed amendments to Chapter 30 were developed.

Additionally, Planning Commission Chair Bignall and staff collaborated on a text amendment to Chapter 10 Animals to limit the keeping of chickens by permit to R-1, SR-1, R-2, SR-2 – harmonizing the Zoning Ordinance with Chapter 10

Both the Chapter 30 and Chapter 10 amendments were discussed at the August 7 Planning Commission meeting and action taken to forward them with Planning Commission recommendation to the City Council for consideration as text amendments to the City Code.

**REQUESTED COUNCIL ACTION:**

Conduct a Public Hearing to consider amending and updating sections of Chapter 30 Land Development Regulations and Chapter 10 Animals.



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Item 13.

# **Ordinance Amendment:**

## **Planning Commission Initiated Amendment to Chapter 30 Land Development Regulations and Chapter 10 Animals**

**September 8, 2025**



# Text Amendment

- **Initiation Date**

Planning Commission Initiated – April 4, 2025

- **Text Amendment Summary**

The proposed amendments more clearly define use restrictions and permitting of farm animals within specific municipal zoning.

- **General sections of ordinance recommended for amendment**

30-564(23) Uses With Restrictions – Farm Animals

10-72 Chickens Limited (included with recommendation to City Council)



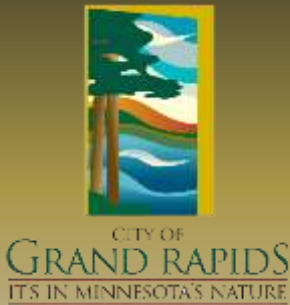
# Text Amendment

## Timeline

April 4, 2025 - Planning Commission initial review of staff identified issues, initiates formal amendment process.

August 7, 2025 - Planning Commission Review and Recommendation.

September 8, 2025 - City Council reviews Planning Commission recommendation, conducts a public hearing and considers adoption of Ordinance.



# Text Amendment

## Summary of Recommended Changes

The Planning Commission recommends 30-564(23) and 10-72 for amendment to clarify the keeping of farm animals.

30-564(23): the Planning Commission recommendation adds language to establish limits for type of animal in RR, SRR, and AG zones, permitted animal density, minimum parcel size, and setback of animal related enclosures from lot lines (25') and Ordinary High-Water Level (150').

10-72: the Planning Commission recommendation adds language to narrow the scope of keeping chickens by permit to R-1, SR-1, R-2, and SR-2 zones.

These proposed amendments adjust the code text to align permitting (R-1, SR-1, R-2 SR-2) and restrictions (AG, RR, SRR) with specific zoning.



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# Text Amendment

## • Proposed Text Amendment 30-564(23)

23. Farm animals (within AG, RR, SRR zone) provided:
1. All farm and permitted non-domestic animals must be so contained to prevent the animals from escaping onto neighboring properties or injuring the public.
  2. Enclosed pens, corrals, feed lots, pasture areas and structures used to house farm and permitted non-domestic animals shall be setback a minimum of 25 feet from the nearest lot line, 150 feet from the Ordinary High Water Level of a lake or river or the applicable accessory structure setback, whichever is greater (~~said setback shall not apply to open grazing or pasture areas~~).
  3. Farm animals permitted in RR and SRR zoning districts shall be limited to horses and chickens.
  4. Permitted Farm Animal Density is defined as the number of Animal Units per Habitable Acre.
  5. Habitable Acre is defined as an area that is fenced in accordance with this Section to restrain the animals and is accessible to the animal(s) at all times of the year.
  6. Boosters shall only be permitted on parcels within AG zoning that have greater than 9 Habitable Acres
  7. Density:
    1. On RR and SRR zoned parcels, which have less than 4 Habitable Acres, the keeping of farm animals is not permitted, with the exception of what is permitted under Sections 10-71 through 10-77.
    2. On AG, RR and SRR zoned parcels, where the keeping of farm animals is permitted, the following Farm Animal Density requirements, in total Animal Units per Habitable Acre, apply:
      1. 0.5 Animal Units per Habitable Acre.
      2. The Animal Units for this calculation shall be as follows:

Animal Units (A.U.)	
Dairy Cow	1.4
Horse, Steer, Heifer	1.0
Swine	0.4
Sheep and Goats	0.2
Poultry, Fowl and Rabbits	0.05
For other Farm Animals not listed, the A.U. is the average weight of the type of animal divided by 1,000 lbs.	





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# Text Amendment

- **Proposed Amendment to 10-72**

## 10-72 Chickens Limited

Chickens may be kept by permit in R-1, SR-1, R2, and SR-2 zones. It is unlawful for any person to keep or harbor chickens on any premises unless issued a permit to do so as provided in this chapter. No permit shall be issued for the keeping or harboring of more than three hen chickens on any premises. No permit shall be issued for the keeping of any rooster chicken on any premises, and only one chicken shall be allowed per 2,500 square feet of lot size.

Chickens are regulated without permit as a Farm Animal in AG, RR, and SRR zones subject to limits described in Municipal Code 30-564 Uses With Restrictions.

Ref. Chickens are listed under farm animals in Municipal Code 30-421 Definitions.



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# Text Amendment

## PLANNING COMMISSION

### Considerations

#### ZONING ORDINANCE AMENDMENT

1. Will the change affect the character of neighborhoods?

Why/Why not?

2. Would the change foster economic growth in the community?

Why/Why not?

3. Would the proposed change be in keeping with the spirit and intent of the ordinance?

Why/Why not?

4. Would the change be in the best interest of the general public?

Why/Why not?

5. Would the change be consistent with the Comprehensive Plan?

Why/Why not?



# Planning Commission Findings of Fact

Item 13.

- The amendments will not have an adverse effect on the character of neighborhoods. It will have a positive effect in that it will align Uses With Restrictions and Chickens Limited with specific municipal zoning.
- The amendments would not have an adverse impact on economic growth in the community due to limited scope.
- That the amendment to Chapter 30 would be in keeping with the spirit and intent of the Zoning Ordinance by maintaining an updated Ordinance. Furthermore, Chapter 10 Animals updates will harmonize the language between Chapter 30 and Chapter 10.
- That the amendments would be in the best interest of the public by building on existing language to clarifying the keeping of Farm Animals in specific municipal zones.
- That the amendments would be consistent with the Comprehensive Plan, as the amendments will directly address allowed uses and density within specific municipal zones.



CITY OF  
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Item 13.

# Questions?

**30-564 Uses With Restrictions**

The following restrictions apply in this article as indicated:

1. Accessory apartments (within the CBD zone): Shall be required to have one off-street parking stall per unit.
2. Administrative and support services (within the LB, SLB zone): Maximum size of structure 5,000 square feet GFA.
3. Automotive/RV repair (within CBD, GB, SGB, BP, SBP zone) provided:
  1. No repair work shall take place outside of the principal structure; and
  2. Any damaged or disassembled (partially or wholly) vehicle stored overnight shall be kept in an enclosure screening the vehicle and/or other materials from public view in such manner as described in section 30-594(h).
4. Bank, savings and loan, or loan agency (within the LB, SLB zone): Maximum size of structure 2,000 square feet GFA.
5. Bed and breakfast facilities (within R-2, SR-2 zones) provided:
  1. One off-street parking space is provided for each guestroom in addition to the minimum number required for residential and any other permitted uses.
  2. The facility shall be limited to providing service to four persons, excluding children under 12 accompanied by a parent; provided that service to up to ten persons may be allowed in an R-2 zone by conditional use permit.
  3. The facility shall not have more than two guestrooms; provided that up to five guestrooms may be allowed in an R-2 zone by conditional use permit.
  4. Signs identifying bed and breakfast facilities shall not exceed three square feet in area. This provision shall take precedence over any less restrictive sign regulations in this article.
6. Bed and breakfast facilities (within R-3, SR-3, R-4, SR-4 zone): Same restrictions as the R-2 zone, except that the facility may serve up to ten persons, but shall not have more than five guestrooms.
7. Brewery/distillery/winery use (within CBD, GB zone): Provided as follows:
  1. Ten thousand square feet or less gross floor area.
  2. Must be co-located with taproom/tasting room use.
8. Brewery/distillery/winery use (within BP zone). Provided as follows:
  1. Greater than 10,000 sq. ft. gross floor area.
9. Car, truck and equipment cleaning establishments (within GB, SGB zone): Subject to the special restrictions established for gasoline and fuel sales and service establishments. See subsection (25). In addition, the vehicle entrance door shall be no more than ten feet high.
10. Churches and similar places of worship provided as follows (within RR, SRR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2, R-3, SR-3, R-4, SR-4, LB, SLB, GB, SGB, CBD zone):
  1. No principal building shall be located within 30 feet of any lot line of an abutting lot in an R district;
  2. The site shall be at least one-acre in size; and
  3. The use shall be subject to the site development standards defined in division 7, and for bufferyard purposes shall be treated as an R-3 property.
11. Clinic (within the PU, SPU zones): Must be accessory to a permitted principal use.
12. Clubs, lodges and membership organizations (within RR, LB, GB, SGB, CBD, MU, SMU, and AG zone):
  1. Within GB, SGB, CBD, MU and SMU, may not be located closer than 600 feet to any school.
  2. Within RR, LB and AG districts, no commercial (retail or service) uses shall be conducted as part of the organization's operations from the site.
13. Contractor's yard, material storage (within the GB, SGB, I-1, SI-1, I-2 and SI-2 zone): All outdoor storage of equipment, except automobiles and trucks up to two-ton, and materials/supplies shall be screened from public view as per the requirements of section 30-594(h).

14. Construction material suppliers (within LB, SLB zone): Maximum size of structure shall be limited to 3,000 square feet gross floor area, and no more than 1,000 square feet GFA of retail sales space.
15. Customary home occupations are subject to all of the following conditions:
  1. Home occupations shall be conducted solely by persons residing in the residence.
  2. All business activity and storage shall take place within the interior of the residence and shall not take place in an accessory building or buildings.
  3. There shall be no alteration to the exterior of the residential dwelling, accessory building or yard that in any way alters the residential character of the premises.
  4. No sign, display, or device identifying the occupation shall be used.
  5. The occupation shall not be visible or audible from any property line.
  6. Such occupation shall not involve the retail sale or rental of products on the premises.
  7. No vehicle used in the conduct of the occupation shall be parked, stored or otherwise present at the premises other than such as is customarily used for domestic or household purposes such as a van or three-quarter-ton truck.
  8. Only on-site off-street parking facilities normal for a residential use shall be used.
  9. The use of substances that may be hazardous to the health, safety or welfare of neighbors and neighboring property shall not be used in the conduct of a home occupation.
16. Day care centers (within MU, SMU, M, SM, I-1, SI-1, I-2, SI-2 zone): Must be accessory to a permitted use and available only for employees of that permitted use.
17. Day care centers for 15 or more persons (within the RR, SRR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2, R-3, SR-3, R-4, SR-4 zone): Licensed by the state within elementary, junior high and senior high schools and religious institutions.
18. Educational services institution (within the LB, SLB zone): Maximum size of structure 5,000 square feet GFA.
19. Emergency housing facility (within R-1, R-2, R-3, SR-3, R-4, SR-4, LB, SLB, GB, PU, SGB, CBD, MU, SMU, AG zone): Provided as follows:
  1. Facility shall provide detailed program information including goals, policies, site plan, building plan, staffing pattern, target capacity, security measures, and emergency management plan.
  2. The facility shall not be located in a two-family or multifamily dwelling unless it occupies the entire structure.
  3. The facility shall be limited to no more than 16 residents in residential zoning districts or 32 residents in nonresidential districts without a conditional use permit.
  4. Existing residential structures used for an emergency housing facility shall not be externally altered so that the original residential character of the structure is compromised unless approved by the city council.
  5. No on-street parking shall be allowed. Adequate off-street parking shall be required by the city based on the staff and resident needs of the specific facility. Private driveways shall be of adequate width to accommodate effective vehicle circulation. Emergency vehicle access shall be available at all times.
  6. Landscaping and buffering shall be provided consistent with the requirements contained in section 30-594.
  7. Signage of the emergency housing facility shall be limited to the provisions of division 10 based on the zoning district in which it is located.
  8. Emergency housing within the R-1 and R-2 districts shall be as accessory uses to the principle use.
20. Equipment and/or tool rental (within the GB, SGB zone): All outdoor storage of equipment, except automobiles and trucks up to two ton, and materials/supplies shall be screened from public view as per the requirements of section 30-594(h).
21. Essential services (within all zones): Provided as follows:

1. Prior to the installation, the owner files with the city engineer/zoning administrator all maps, sketches or diagrams and other pertinent information as deemed necessary by the city engineer/zoning administrator for review of the proposed project.
2. Radio transmitters and receivers accessory to an essential service may be located on existing utility poles or light standards within the public right-of-way provided the radio transmitters and receivers comply with the following standards:
  1. Radio transmitters and receiver devices located on a utility pole/tower or light standard shall be at least 15 feet above grade.
  2. Radio transmitters and receiver devices shall not exceed 18 inches in length or width or extend more than 18 inches from the pole.
  3. Antennas may not extend more than 24 inches from the equipment.
  4. A map shall be submitted showing the location of all proposed radio transmitters and receivers. The map shall be accompanied by a list of all sites referenced by the closest street address or property identification number. The list of sites must also describe the type of pole to be used.
  5. The applicant shall notify the city of any changes to the approved list prior to erecting or placing any additional equipment in the right-of-way.
  6. The applicant shall notify the city at the time of permit application of any obstruction that would cause traffic to be rerouted or stopped.
  7. The applicant shall enter into an encroachment agreement with the city if required.
22. Essential service structures (LB/SLB, GB/SGB, M/SM, RC/SRC, BP/SBP, I-1/SI-1, I-2/SI-2, CD, PU/SPU, AG, AP): Provided they shall not be located within 30 feet of any lot line of an abutting residential district.
23. Farm animals (within AG, RR, SRR zone) provided:
  1. All farm and permitted non-domestic animals must be so contained to prevent the animals from escaping onto neighboring properties or injuring the public.
  2. Enclosed pens, corrals, feed lots, pasture areas and structures used to house farm and permitted non-domestic animals shall be setback a minimum of 25 feet from the nearest lot line, 150 feet from the Ordinary High Water Level of a lake or river or the applicable accessory structure setback, whichever is greater.
  3. Farm animals permitted in RR and SRR zoning districts shall be limited to horses and chickens.
  4. Permitted Farm Animal Density is defined as the number of Animal Units per Habitable Acre.
  5. Habitable Acre is defined as an area that is fenced in accordance with this Section to restrain the animals and is accessible to the animal(s) at all times of the year,
  6. Roosters shall only be permitted on parcels within AG zoning that have greater than 9 Habitable Acres
  7. Density:
    1. On RR and SRR zoned parcels, which have less than 4 Habitable Acres, the keeping of farm animals is not permitted, with the exception of what is permitted under Sections 10-71 through 10-77.
    2. On AG, RR and SRR zoned parcels, where the keeping of farm animals is permitted, the following Farm Animal Density requirements, in total Animal Units per Habitable Acre, apply.
      1. 0.5 Animal Units per Habitable Acre.
      2. The Animal Units for this calculation shall be as follows:

Animal Units (A.U.)	
Dairy Cow	1.4
Horse, Steer, Heifer	1.0
Swine	0.4



Sheep and Goats	0.2
Poultry, Fowl and Rabbits	0.05
For other Farm Animals not listed, the A.U is the average weight of the type of animal divided by 1,000 lbs.	

24. Garage/yard sales (within RR, SRR, R-1, SR-1, SR-1a, R-2, SR-2, R-3, SR-3, R-4, SR-4, LB, SLB, AG)—Temporary: Provided as follows:
  1. The sale is not more than four successive days in duration.
  2. Not more than three such sales are conducted on the premises in a calendar year.
  3. There shall be at least one month between sales on the same premises.
25. Gasoline and fuel sales and service establishments including accessory car washes (within GB, SGB zone): Subject to all of the following:
  1. Minimum front yard of 30 feet.
  2. All operations shall be conducted within the principal building except for vacuuming and gas pumps.
  3. A curb six inches above grade shall be provided at any edge of a parking lot abutting a property line which adjoins a public street.
  4. The site shall be planned so as not to permit water from a car wash to run into a public street or accesses thereto. A drainage system shall be installed subject to the approval of the city engineer.
  5. Pump islands, canopies, and tank vents shall conform to yard requirements or a minimum of 20 feet from a street right-of-way whichever is greater.
26. Gasoline station (within CBD zone): No more than one carwash bay and/or two service bays shall be permitted as accessory uses.
27. Golf and country clubs (within residential zones and PU, SPU zone): Other than golf driving ranges and miniature golf courses but including clubhouses provided the site shall be 40 or more acres in size and shall have a direct access to a major street as defined by the city comprehensive plan. Swimming pools, tennis courts, structures and parking shall be located a minimum of 50 feet from all residential property lines.
28. Group homes, foster homes or licensed residential facilities for six or fewer persons (within residential zones, LB, SLB and AG zone): Must be licensed by the state for six or fewer persons.
29. Grower stand (within AG, RR, and SRR zone) are subject to all of the following conditions: a. A grower stand is allowed only if it is accessory to an on-site agricultural operation where farm products and value-added farm products are produced. b. The total sales area of a grower stand shall not exceed 1,500 square feet. c. A grower stand shall comply with the height and setback requirements that apply in the zone in which the property is located. d. No more than 15% of the grower stands sales shall come from off-site agricultural products or value-added farm products. e. Adequate on-site parking for consumers and employees shall be provided. If a grower stand consists of a structure, one off-street parking space shall be provided for each 300 square feet of structural floor area, with a minimum of two parking spaces. f. One sign shall be permitted during the operation of the growers stand, with a maximum size of 16 square feet (four feet by four feet). Such sign may contain up to two sides, and shall not encroach on the public right-of-way.
30. Health and fitness club (within LB, SLB zone): Maximum size of structure 3,000 square feet GFA.
31. Individual manufactured homes with a minimum dimension of less than 24 feet (within AG zone): Provided:
  1. They are occupied by members of the family or an employee.
  2. Not more than two such units are permitted on each farm.
32. Manufactured housing as defined by Minn. Stat. § 327.31 and further subject to the following:
  1. Manufactured homes will conform to Minn. Stat. §§ 327.31—327.35 (the Manufactured Home Building Code, July 1972 to present) and shall bear the state inspectors seal.



2. Manufactured home foundation installations shall comply with the state building codes.
33. Manufacturing, light (within LB, SLB zone): Subject to the following:
  1. Not to exceed a gross floor area of 1,000 square feet with at least one-third of such space to be used for retail sales and display purposes.
  2. No outdoor storage permitted.
  3. No hazardous materials used in the fabrication of materials.
34. Manufacturing, light (within GB, SGB, CBD zone): Subject to the following:
  1. Not to exceed a gross floor area of 6,000 square feet with at least one-third of such space to be used for retail sales and display purposes.
  2. No hazardous materials used in the fabrication of materials.
35. Multifamily residential (within CBD zone): Shall provide one off-street parking space per unit.
36. Office—Business (within LB, SLB zone): Maximum size of structure 5,000 square feet GFA.
37. Outdoor storage (within RR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2 zone): Is accessory to the existing principal use of the property.
38. Outdoor storage (within R-3 SR-3, R-4, SR-4, LB, SLB zone): Subject to the following:
  1. All outdoor storage is accessory to the existing principal use of the property, and shall be accommodated within a central storage area.
  2. Such outdoor storage area shall not be within a required yard.
  3. The storage area shall be screened from view from all public streets and R districts by a wall, fence and/or plant materials providing 90 percent capacity during all seasons of the year to a height above the ground of six feet, in such a manner as described in section 30-594(h).
39. Outdoor storage—Merchandise/material (within GB, SGB, CBD, BP, SBP, I-1, SI-1, I-2, SI-2 zone) is accessory to the existing principal use of the property: Of those items not normally considered to be retail display items, shall be subject to the requirements of section 30-594(h). Such items may include, but shall not be limited to, construction materials, tires, packaged inventory, salvaged/discarded materials, damaged or disassembled vehicles. This would not include such items as cars, trucks, recreational vehicles, lawn equipment, ornaments, etc., to the extent that the display items conform to the setback requirements for parking lots in the district.
40. Outdoor storage of land/sea containers (within all nonresidential zones, including MU and SMU): Shall be allowed on a temporary basis as an accessory use subject to the following:
  1. A permit shall be obtained prior to the arrival and placement of one or more containers on the site. The permit shall be issued for a maximum of 24 consecutive months in industrial zones and 12 consecutive months in all other nonresidential zones. In unique situations when the lapse of permit and abrupt discontinuance of the land/sea container use will not have a harmful effect upon the principal use of the property, the planning commission may consider approval of a one-time permit term extension, the length of which will be determined by the planning commission, with a maximum extension of no greater than one-year in non-industrial permitted areas. The permit shall identify the number of containers to be placed on the site within the set time period. No permit shall be reissued until at least 18 months has elapsed in industrial zones and six months has elapsed in other nonresidential zones since the expiration of the previous container permit.
  2. Containers shall not be stacked and shall be placed on a level, stable surface allowing for adequate drainage at all times.
  3. Containers shall not be stored in the front yard of the property or in the required side or rear yard setback areas.
  4. All non-industrial properties obtaining more than two permits in three years shall screen any containers from the motoring public or residential neighborhoods immediately adjacent to the property where it is located through fencing, walls or landscaping.
  5. Containers shall not be placed on parking spaces required to meet the site's parking demand.

6. Containers shall be placed to provide sufficient access to the container and any buildings on the site for fire fighting purposes.
7. The recipient of the permit shall be the only party allowed to use the container.
8. The containers shall be limited to a maximum square footage of container storage area not to exceed two percent of the gross area of the site on which the container is located. In no cases shall the footprint of all of the containers on a site exceed 3,200 square feet.
41. Pharmacy (within the LB, SLB, MU, SMU zone): Must be accessory to a permitted principal use.
42. Pharmacy (within the M and SM zones): May be accessory to a permitted principal use, or as a stand alone principal use, provided the following:
  1. The lot, upon which a pharmacy, as a principal use, is to be located, shall not be adjacent to residentially zoned property.
  2. Type "C" bufferyard requirements shall be adhered to.
  3. No greater than five percent of the gross floor area of the structure shall be utilized for the display and sale of merchandise which is not either medication or medical/health care supplies.
43. Private noncommercial recreation (within residential zones and LB, SLB zone): Including tennis courts, hot tubs and swimming pools provided they are located no nearer the front lot line than the principal structure and are not less than ten feet from a property line. Swimming pools shall be completely enclosed with a six-foot high protective fence and a latching gate.
44. Professional, scientific, and technical services (within the LB, SLB zone): Maximum size of structure 5,000 square feet GFA.
45. Recycling center (within GB, SGB zone): All outdoor storage of equipment, except automobiles and trucks up to two-ton, and materials/supplies shall be screened from public view as per the requirements of section 30-594(h).
46. Restaurant (within the M, SM zone): Must be accessory to a permitted principal use; no sale of alcoholic beverages.
47. Restaurant (within the RC, SRC zone): Must be accessory to a permitted principal use.
48. Retail—General sales and service (within the LB, SLB zone): Maximum size of structure shall be limited to 3,000 square feet gross floor area, and no more than 1,000 square feet GFA of retail sales space.
49. Retail—General sales and service (within the AP zone): Shall be permitted to occupy up to 25 percent of the gross floor area in the main terminal building, and shall not have signs visible from the public street right-of-way.
50. Salon/barbershop (within the LB, SLB zone): Maximum size of structure shall be limited to 3,000 square feet gross floor area.
51. Salon/barbershop (within the R-3, SR-3, R-4, SR-4 zone): Must be accessory to a permitted principal use.
52. Satellite dishes and solar energy systems/collectors (within all zones): Provided they comply with the yard and height requirements for principal buildings. Where a rear yard abuts a lake or stream, satellite dishes and solar collectors shall not be permitted between the water body and the principal building.
53. Schools—Elementary through secondary (within RR, SRR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2, R-3, SR-3, R-4, SR-4 zone): Subject to the following:
  1. Small schools within existing buildings: Schools for 25 or fewer students shall be permitted within the existing principal church or religious building provided that:
    1. Alterations: There shall be no external alteration of the building(s) or grounds to reflect school usage.
    2. Parking: There shall be sufficient parking within the existing parking lot to accommodate off-street parking as required by section 30-628.
  2. Primary, middle or secondary schools:
    1. Minimum site area: One-acre.

2. Minimum yards: 30 feet from all R district lot lines or the minimum for the district, whichever is greater.
  3. All other requirements of the zoning district are met.
  4. The use shall be subject to the site development standards in division 7, and for bufferyard purposes shall be treated as an R-3 property.
54. Shooting ranges (within RC zone): Subject to the following:
1. All shooting ranges shall be subject to the standards set forth in Minn. Stat. ch. 87A, as may be amended.
  2. Shooting activities and discharge of firearms shall be limited to 7:00 a.m. to 10:00 p.m. daily.
  3. All shooting ranges shall comply with the minimum standards for range design, location, management, operation, noise abatement and safety listed in the National Rifle Association's Range Sourcebook, 1999; or successor sourcebook.
  4. No part of any shooting range may be located within 500 feet of any residential dwelling, commercial or industrial building or other structure used for human occupancy.
  5. There shall be no discharge of lead shot into any wetland.
55. Senior housing with services (within RR, R-1 and R-2 zone): Subject to the following:
1. For six or fewer persons, said use shall be licensed by the State of Minnesota for six or fewer persons.
  2. For seven to eight persons, in situations when the area of the lot upon which the proposed use is to be located is equal to or less than two acres, the use will be considered as a conditional use, and, as such will require the issuance of a conditional use permit by the city.
  3. For nine to 16 persons, the maximum density of the proposed use shall not exceed four persons per acre.
56. Temporary buildings (within all zones): Incidental to construction work on the premises. Such buildings shall be removed upon completion or abandonment of such work or within the period of one-year from the establishment of the building whichever is the lesser.
57. Temporary outdoor sales (within GB, SGB, CBD, MU, SMU, PU, SPU zone): Subject to all of the following:
1. The sale is conducted by the owner or lessee of the premises, or with his written permission.
  2. The sale is no longer than four months in duration.
  3. The setbacks for a parking lot in that district shall be met for the storage and display of all merchandise and equipment used for the sale.
  4. One sign shall be permitted per vendor, with a maximum size of 16 square feet (four feet by four feet). Such sign may contain up to two sides. Off-premises signs shall not be permitted.
  5. Parking demand shall be sufficiently met. If the use of parking spaces by the temporary outdoor sales results in insufficient parking for the area, the temporary outdoor sales area must be reduced to ensure sufficient parking supply.
58. Vending machines (within LB, SLB, GB, SGB, CBD, MU, SMU, M, SM, SRC, I-1, SI-1, I-2, SI-2, PU, SPU, AP zone): Subject to the following:
1. Must be accessory to a permitted principal use.
  2. Must conform to setback requirements of principal structure.
  3. Must be located adjacent to principal structure.
59. Veterinary services (within CBD zone): Limited to domestic animals only.
60. Veterinary services (within BP, SBP zone): All animals shall be housed indoors.
61. Video arcades (within GB, SGB, and CBD zone): Subject to the following:
1. Any arcade with 15 or more machines shall have an adult supervisor on the premises during all hours of operation.
  2. No arcade shall be operated within 500 feet of a school, church or residence.

62. Warehouse—General (within PU, SPU zone): Limited to the indoor storage of private recreational vehicles. Warehouse space shall not be leased, rented or sold for commercial purposes or uses.
63. Woodpiles: Are maintained in a neat, safe and orderly fashion and further provided that they are not stored in the front yard or nearer the front lot line than the principal building, or less than five feet from any other lot line.

(Code 1978, § 23.5(H); Ord. No. 06-03-02, 3-27-2006; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007; Ord. No. 12-06-07, Exh. E, 6-11-2012; Ord. No. 12-12-11, Exh. C, 12-17-2012; Ord. No. 13-10-12, 10-28-2013; Ord. No. 16-05-05, Exhs. B, D, 5-23-2016; Ord. No. 17-04-02, 4-24-2017)

#### HISTORY

Amended \_\_\_\_\_ by \_\_\_\_\_ Ord. [21-09-06](#) on \_\_\_\_\_ 9/13/2021  
 Amended by Ord. [21-10-07](#) on 10/25/2021

## 10-72 Chickens Limited

Chickens may be kept by permit in R-1, SR-1, R2, and SR-2 zones. It is unlawful for any person to keep or harbor chickens on any premises unless issued a permit to do so as provided in this chapter. No permit shall be issued for the keeping or harboring of more than three hen chickens on any premises. No permit shall be issued for the keeping of any rooster chicken on any premises, and only one chicken shall be allowed per 2,500 square feet of lot size.

Chickens are regulated without permit as a Farm Animal in AG, RR, and SRR zones subject to limits described in Municipal Code 30-564 Uses With Restrictions.

Ref. Chickens are listed under farm animals in Municipal Code 30-421 Definitions.



# Planning Commission Staff Report

Agenda Item #	Community Development Department	Date: 8/07/25
<b>Statement of Issue:</b>	Consider a recommendation to the City Council regarding an amendment to Section 30-564 of the Zoning Ordinance (Uses with Restrictions), Subsection 23 (Farm Animals in AG, RR and SRR zoning districts).	
<b>Background:</b>	<p>On April 4th, the Planning Commission initiated the process to consider amendments to Section 30-564 of the Zoning Ordinance (Uses with Restrictions), Subsection 23 (Farm Animals in AG, RR and SRR zoning districts).</p> <p>The intent of the amendments is to place limits on the type and density or intensity of farm animal use in the three zoning districts where they are permitted with restrictions, Agricultural, Rural Residential and Shoreland Rural Residential.</p> <p>The initial discussion of this by the Planning Commission touched on the differing purpose and intent of Rural Residential vs. Agricultural zoning and the need to treat them differently in terms of types of farm animals permitted and their density or number of animals as a factor of land area.</p> <p>Commissioner Johnson volunteered to assist staff with further research on this topic. Based on that research and the Planning Commission's prior discussion, the attached proposed amendments have been prepared for your consideration.</p>	
<b>Considerations:</b>	<p>The Planning Commission should make specific findings of fact regarding the proposed amendments to the ordinance:</p> <ol style="list-style-type: none"> <li>1. Will the change affect the character of the neighborhood?</li> <li>2. Will the change foster economic growth in the community?</li> <li>3. Would the proposed change be in keeping with the spirit and intent of the Zoning Ordinance?</li> <li>4. Would the change be in the best interest of the general public?</li> <li>5. Would the change be consistent with the Comprehensive Plan?</li> </ol>	
<b>Recommendation:</b>	Based on the above findings the Commission should consider a recommendation to the City Council regarding these draft changes.	
<b>Required Action:</b>	Pass a motion, based on the findings of fact, to forward either a favorable recommendation, either with or without changes to the draft amendments, to the City Council, or pass a motion, based on the findings of fact, forwarding an unfavorable recommendation to the City Council regarding and	

	<p>amendment to Chapter 30 of the Zoning Ordinance.</p> <p><u>Example Motion:</u></p> <p>Motion by _____, second by _____ that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby forward a <b><u>(favorable)(unfavorable)</u></b> recommendation to the City Council regarding draft amendments which to Section 30-564 of the Zoning Ordinance (Uses with Restrictions), Subsection 23 (Farm Animals in AG, RR and SRR zoning districts).</p>
<b>Attachments:</b>	<ul style="list-style-type: none"><li>• Draft Text Amendments:</li><li>• Text Amendment Considerations</li></ul>



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** September 8, 2025

**AGENDA ITEM:** Consider the recommendation of the Planning Commission regarding the adoption of an Ordinance amending and updating sections of Chapter 30 Land Development Regulations and Chapter 10 Animals.

**PREPARED BY:** Will Richter, Zoning Administrator

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### BACKGROUND:

After the public hearing on this matter, the City Council reviews the Planning Commission recommendation and considers the public testimony received.

The Council can accept the recommendation of the Planning Commission and adopt the ordinance as prepared or make its own findings to support approving or denying the text amendment.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt an ordinance, amending and updating sections of the City Code - Chapter 30 Land Development Regulations and Chapter 10 Animals and publishing the changes in summary form.



## ORDINANCE NO. 25-\_\_

**AN ORDINANCE AMENDING AND UPDATING SECTIONS OF CHAPTER 30 LAND DEVELOPMENT REGULATIONS AND CHAPTER 10 ANIMALS**

WHEREAS, from time to time, the City of Grand Rapids deems it important to review, and update, if necessary, its Zoning Ordinance (Land Development Regulations); and

WHEREAS, at their meeting on April 4, 2025, the Grand Rapids Planning Commission initiated the process to update and amend one section of the Zoning Ordinance (Land Development Regulations) identified by city staff; and

WHEREAS, the Planning Commission on August 7, 2025, took up consideration of draft amendments to Chapter 30, as prepared by staff, and found that amendments – with the addition of changes to Chapter 10 - were consistent with the Comprehensive Plan and would be in the best interest of the public's health, safety, and general welfare, and recommended that the City Council adopt the draft amendment to said portions of 30-564(23) and 10-72 of the City Code; and

WHEREAS, the City Council conducted a public hearing on Monday, September 8, 2025, at 5:00 p.m., to consider the amendments to Chapter 30 and Chapter 10; and

WHEREAS, the City Clerk presented the affidavit of publication of the notice of the public hearing; and

WHEREAS, the City Council has heard all persons who wished to be heard regarding the proposed text amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that it adopts the Planning Commission's following findings of fact relative to the amendment to Chapter 30 Land Development Regulations and Chapter 10 Animals, of the City Code:

- The amendments will not have an adverse effect on the character of neighborhoods. It will have a positive effect in that it will align *Uses With Restrictions* and *Chickens Limited* with specific municipal zoning.
- The amendments would not have an adverse impact on economic growth in the community due to limited scope.
- That the amendment to Chapter 30 would be in keeping with the spirit and intent of the Zoning Ordinance by maintaining an updated Ordinance. Furthermore, Chapter 10 Animals text updates will harmonize the language between Chapter 30 and Chapter 10.
- That the amendments would be in the best interest of the public by building on existing language to clarify restrictions and permitting for the keeping of Farm Animals in specific municipal zones.

- That the amendments would be consistent with the goals of the Comprehensive Plan, as the amendments will directly address allowed uses and density within specific municipal zones.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that the amendments to the City Code are in the best interest of the public's health, safety, and general welfare, and hereby ordains that the Grand Rapids City Code be amended as follows: *See Exhibits "A" and "B"*

This Ordinance shall become effective after its passage and publication.

ADOPTED AND PASSED BY THE City Council of the City of Grand Rapids on the 8th day of September 2025.

\_\_\_\_\_  
Tasha Connelly, Mayor

Attest:

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

Councilmember \_\_\_\_\_ seconded the foregoing ordinance and the following voted in favor thereof: \_\_\_\_\_. Opposed: \_\_\_\_\_, whereby the ordinance was declared duly passed and adopted.

**Exhibit A:****30-564 Uses With Restrictions**

The following restrictions apply in this article as indicated:

1. Accessory apartments (within the CBD zone): Shall be required to have one off-street parking stall per unit.
2. Administrative and support services (within the LB, SLB zone): Maximum size of structure 5,000 square feet GFA.
3. Automotive/RV repair (within CBD, GB, SGB, BP, SBP zone) provided:
  1. No repair work shall take place outside of the principal structure; and
  2. Any damaged or disassembled (partially or wholly) vehicle stored overnight shall be kept in an enclosure screening the vehicle and/or other materials from public view in such manner as described in section 30-594(h).
4. Bank, savings and loan, or loan agency (within the LB, SLB zone): Maximum size of structure 2,000 square feet GFA.
5. Bed and breakfast facilities (within R-2, SR-2 zones) provided:
  1. One off-street parking space is provided for each guestroom in addition to the minimum number required for residential and any other permitted uses.
  2. The facility shall be limited to providing service to four persons, excluding children under 12 accompanied by a parent; provided that service to up to ten persons may be allowed in an R-2 zone by conditional use permit.
  3. The facility shall not have more than two guestrooms; provided that up to five guestrooms may be allowed in an R-2 zone by conditional use permit.
  4. Signs identifying bed and breakfast facilities shall not exceed three square feet in area. This provision shall take precedence over any less restrictive sign regulations in this article.
6. Bed and breakfast facilities (within R-3, SR-3, R-4, SR-4 zone): Same restrictions as the R-2 zone, except that the facility may serve up to ten persons, but shall not have more than five guestrooms.
7. Brewery/distillery/winery use (within CBD, GB zone): Provided as follows:
  1. Ten thousand square feet or less gross floor area.
  2. Must be co-located with taproom/tasting room use.
8. Brewery/distillery/winery use (within BP zone). Provided as follows:
  1. Greater than 10,000 sq. ft. gross floor area.
9. Car, truck and equipment cleaning establishments (within GB, SGB zone): Subject to the special restrictions established for gasoline and fuel sales and service establishments. See subsection (25). In addition, the vehicle entrance door shall be no more than ten feet high.
10. Churches and similar places of worship provided as follows (within RR, SRR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2, R-3, SR-3, R-4, SR-4, LB, SLB, GB, SGB, CBD zone):
  1. No principal building shall be located within 30 feet of any lot line of an abutting lot in an R district;
  2. The site shall be at least one-acre in size; and
  3. The use shall be subject to the site development standards defined in division 7, and for bufferyard purposes shall be treated as an R-3 property.
11. Clinic (within the PU, SPU zones): Must be accessory to a permitted principal use.
12. Clubs, lodges and membership organizations (within RR, LB, GB, SGB, CBD, MU, SMU, and AG zone):
  1. Within GB, SGB, CBD, MU and SMU, may not be located closer than 600 feet to any school.
  2. Within RR, LB and AG districts, no commercial (retail or service) uses shall be conducted as part of the organization's operations from the site.
13. Contractor's yard, material storage (within the GB, SGB, I-1, SI-1, I-2 and SI-2 zone): All outdoor storage of equipment, except automobiles and trucks up to two-ton, and

materials/supplies shall be screened from public view as per the requirements of section 30-594(h).

14. Construction material suppliers (within LB, SLB zone): Maximum size of structure shall be limited to 3,000 square feet gross floor area, and no more than 1,000 square feet GFA of retail sales space.
15. Customary home occupations are subject to all of the following conditions:
  1. Home occupations shall be conducted solely by persons residing in the residence.
  2. All business activity and storage shall take place within the interior of the residence and shall not take place in an accessory building or buildings.
  3. There shall be no alteration to the exterior of the residential dwelling, accessory building or yard that in any way alters the residential character of the premises.
  4. No sign, display, or device identifying the occupation shall be used.
  5. The occupation shall not be visible or audible from any property line.
  6. Such occupation shall not involve the retail sale or rental of products on the premises.
  7. No vehicle used in the conduct of the occupation shall be parked, stored or otherwise present at the premises other than such as is customarily used for domestic or household purposes such as a van or three-quarter-ton truck.
  8. Only on-site off-street parking facilities normal for a residential use shall be used.
  9. The use of substances that may be hazardous to the health, safety or welfare of neighbors and neighboring property shall not be used in the conduct of a home occupation.
16. Day care centers (within MU, SMU, M, SM, I-1, SI-1, I-2, SI-2 zone): Must be accessory to a permitted use and available only for employees of that permitted use.
17. Day care centers for 15 or more persons (within the RR, SRR, R-1, SR-1, R-1a, SR-1a, R-2, SR-2, R-3, SR-3, R-4, SR-4 zone): Licensed by the state within elementary, junior high and senior high schools and religious institutions.
18. Educational services institution (within the LB, SLB zone): Maximum size of structure 5,000 square feet GFA.
19. Emergency housing facility (within R-1, R-2, R-3, SR-3, R-4, SR-4, LB, SLB, GB, PU, SGB, CBD, MU, SMU, AG zone): Provided as follows:
  1. Facility shall provide detailed program information including goals, policies, site plan, building plan, staffing pattern, target capacity, security measures, and emergency management plan.
  2. The facility shall not be located in a two-family or multifamily dwelling unless it occupies the entire structure.
  3. The facility shall be limited to no more than 16 residents in residential zoning districts or 32 residents in nonresidential districts without a conditional use permit.
  4. Existing residential structures used for an emergency housing facility shall not be externally altered so that the original residential character of the structure is compromised unless approved by the city council.
  5. No on-street parking shall be allowed. Adequate off-street parking shall be required by the city based on the staff and resident needs of the specific facility. Private driveways shall be of adequate width to accommodate effective vehicle circulation. Emergency vehicle access shall be available at all times.
  6. Landscaping and buffering shall be provided consistent with the requirements contained in section 30-594.
  7. Signage of the emergency housing facility shall be limited to the provisions of division 10 based on the zoning district in which it is located.
  8. Emergency housing within the R-1 and R-2 districts shall be as accessory uses to the principle use.

20. Equipment and/or tool rental (within the GB, SGB zone): All outdoor storage of equipment, except automobiles and trucks up to two ton, and materials/supplies shall be screened from public view as per the requirements of section 30-594(h).
21. Essential services (within all zones): Provided as follows:
  1. Prior to the installation, the owner files with the city engineer/zoning administrator all maps, sketches or diagrams and other pertinent information as deemed necessary by the city engineer/zoning administrator for review of the proposed project.
  2. Radio transmitters and receivers accessory to an essential service may be located on existing utility poles or light standards within the public right-of-way provided the radio transmitters and receivers comply with the following standards:
    1. Radio transmitters and receiver devices located on a utility pole/tower or light standard shall be at least 15 feet above grade.
    2. Radio transmitters and receiver devices shall not exceed 18 inches in length or width or extend more than 18 inches from the pole.
    3. Antennas may not extend more than 24 inches from the equipment.
    4. A map shall be submitted showing the location of all proposed radio transmitters and receivers. The map shall be accompanied by a list of all sites referenced by the closest street address or property identification number. The list of sites must also describe the type of pole to be used.
    5. The applicant shall notify the city of any changes to the approved list prior to erecting or placing any additional equipment in the right-of-way.
    6. The applicant shall notify the city at the time of permit application of any obstruction that would cause traffic to be rerouted or stopped.
    7. The applicant shall enter into an encroachment agreement with the city if required.
22. Essential service structures (LB/SLB, GB/SGB, M/SM, RC/SRC, BP/SBP, I-1/SI-1, I-2/SI-2, CD, PU/SPU, AG, AP): Provided they shall not be located within 30 feet of any lot line of an abutting residential district.
23. Farm animals (within AG, RR, SRR zone) provided:
  1. All farm and permitted non-domestic animals must be so contained to prevent the animals from escaping onto neighboring properties or injuring the public.
  2. Enclosed pens, corrals, feed lots, pasture areas and structures used to house farm and permitted non-domestic animals shall be setback a minimum of 25 feet from the nearest lot line, 150 feet from the Ordinary High-Water Level of a lake or river or the applicable accessory structure setback, whichever is greater ~~(said setback shall not apply to open grazing or pasture areas).~~
  3. Farm animals permitted in RR and SRR zoning districts shall be limited to horses and chickens.
  4. Permitted Farm Animal Density is defined as the number of Animal Units per Habitable Acre.
  5. Habitable Are is defined as an area that is fenced in accordance with this Section to restrain the animals and is accessible to the animal(s) at all times of the year.
  6. Roosters shall only be permitted on parcels within AG zoning that have greater than 9 Habitable Acres.
  7. Density:
    1. On RR and SRR zoned parcels, which have less than 4 Habitable Acres, the keeping of farm animals is not permitted, with the exception of what is permitted under Sections 10-71 through 10-77.
    2. On AG, RR and SRR zoned parcels, where the keeping of farm animals is permitted, the following Farm Animal Density requirements, in total Animal Units per Habitable Acre apply.
      1. 0.5 Animal Units per Habitable Acre.

2. The Animal Units for this calculation shall be as follows:

Animal Units (A.U.)	
Dairy Cow	1.4
Horse, Steer, Heifer	1.0
Swine	0.4
Sheep and Goats	0.2
Poultry, Fowl and Rabbits	0.05
For other Farm Animals not listed, the A.U. is the average weight of the type of animal divided by 1,000 lbs.	

**Exhibit B:****10-72 Chickens Limited**

Chickens may be kept by permit in R-1, SR-1, R2, and SR-2 zones. It is unlawful for any person to keep or harbor chickens on any premises unless issued a permit to do so as provided in this chapter. No permit shall be issued for the keeping or harboring of more than three hen chickens on any premises. No permit shall be issued for the keeping of any rooster chicken on any premises, and only one chicken shall be allowed per 2,500 square feet of lot size.

Chickens are regulated without permit as a Farm Animal in AG, RR, and SRR zones subject to limits described in Municipal Code 30-564 Uses With Restrictions.

Ref. Chickens are listed under farm animals in Municipal Code 30-421 Definitions.

(Ord. No. 09-09-06, 9-14-2009)

**HISTORY**

*Amended by Ord. [20-09-05](#) on 9/28/2020*