



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

CITY COUNCIL MEETING AGENDA
Monday, October 28, 2024
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, October 28, 2024 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, October 14, 2024 Worksession and Regular meetings.

VERIFIED CLAIMS:

2. Approve the verified claims for the period October 8, 2024 to October 21, 2024 in the total amount of \$963,023.02.

CONSENT AGENDA:

3. Consider approving Voting Operations, Technology, & Election Resources (VOTER) Funding Agreement with Itasca County.
4. Consider approving final payment for AP 2023-2, S Taxilane Crack Seal project in the amount of \$2,403.60.
5. Consider approving the purchase of three snowplow kits from Martin's Snowplow and Equipment.
6. Consider approving the purchase of a chipper box for public works
7. Consider authorizing the retirement and sale of surplus assets.
8. Consider approving a lease agreement with VFW Post 1720 for the Purple Heart Memorial
9. Consider removal of appointment for new hire and authorize Human Resources to post, interview and hire for the open position of Police Officer.

- [10.](#) Consider approving rate of pay increase for Maintenance -Winter (Public Works) position and approve Public Works PT Eligibility List for Winter Maintenance.
- [11.](#) Consider Pay Adjustment for Building Inspector Paul Martinetto.
- [12.](#) Consider a resolution approving the fiscal year 2024/2025 budget for Yanmar Arena.
- [13.](#) Consider quotes for Central School site work
- [14.](#) Consider approving final payment in the amount of \$158,310.00 for Acoustical Panel Installation at Yanmar Arena
- [15.](#) Consider approving 2 change orders for Yanmar Arena Project
- [16.](#) Consider adopting an Ordinance establishing Franchise Agreements.
- [17.](#) Consider approval of purchase agreement for patio furniture
- [18.](#) Consider adopting City Ordinance regulating cannabis businesses.

SET REGULAR AGENDA:

ADMINISTRATION:

- [19.](#) Consider accepting the resignation from Andy Horton from his position as Safety Officer from the Grand Rapids Fire Department, act on revised GRFP Officer salaries, approve revised Safety Officer job description, and authorize City staff to begin the process of filling the internal Safety Officer vacancy.
- [20.](#) Consider accepting the resignation from Amanda Mitchell from her position as Administrative Assistant with the GRPD and authorize Human Resources to post, interview and hire for the open position of Administrative Assistant.
- [21.](#) Consider approving structure change with Hospital Security Staff, revised job description for Lead Hospital Security Officer, and appointment to open positions.

CIVIC CENTER & PARKS:

- [22.](#) Consider passing a resolution accepting a donation from the Greater Pokegama Lake Association for financial assistance with the July 4th Fireworks Display.

CITY COUNCIL:

- [23.](#) Consider appointment to the Library Board.

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

- [24.](#) Conduct a public hearing to consider the adoption of an ordinance as it pertains to Franchise Fees.

ENGINEERING PUBLIC WORKS:

[25.](#) Consider adopting an Ordinance establishing Franchise Fees.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 12, 2024 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



CITY OF
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CITY COUNCIL WORKSESSION MINUTES
Monday, October 14, 2024
4:00 PM

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

PRESENT: Mayor Tasha Connelly, Councilor Dale Adams, Councilor Molly MacGregor, Councilor Tom Sutherland, Councilor Rick Blake

STAFF: Tom Pagel, Chad Sterle, Will Richter, Dan Swenson, Rob Mattei

PRESENTATION:

1. Annual reading of Indigenous People's Day Resolution.

Mayor Connelly does annual reading Indigenous People's Day Resolution.

DEPARTMENT HEAD REPORT:

2. Library - Will Richter, Director of Library Services

Director of Library Services, Will Richter, presented annual report for the library including service area, usage by area, funding, activities, special projects, etc. A full report is available upon request.

BUSINESS:

3. Discuss proposed ordinance related to Cannabis Retail.

Conducted review of proposed ordinance related to retail cannabis businesses. The Minnesota Office of Cannabis Management is currently vetting applications for cannabis businesses throughout the state. Once preliminary license is approved, the City of Grand Rapids will have 30 days to determine whether the proposed business meets ordinance requirements. Staff recommend adoption of the proposed ordinance at the October 28, 2024 Council meeting.

REVIEW OF REGULAR AGENDA:

Upon review, no changes or additions are noted.

ADJOURN:

There being no further business, the meeting adjourned at 4:55 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF
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IT'S IN MINNESOTA'S NATURE

CITY COUNCIL MEETING MINUTES
Monday, October 14, 2024
5:00 PM

Mayor Connelly called the meeting to order at 5:01 PM.

PRESENT: Mayor Tasha Connelly, Councilor Dale Adams, Councilor Molly MacGregor, Councilor Tom Sutherland, Councilor Rick Blake

STAFF: Tom Pagel, Chad Sterle, Barb Baird, Dan Swenson, Tom Beaudry, Chery Pierzina, Matt Wegwerth, Rob Mattei, Will Richter

POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly provided information relative to grant received for housing development.

PUBLIC FORUM:

Beth George, 333 NE 8th Street, addressing noise level issues within the City. Requesting that the Council re-examine noise nuisance ordinance, addressing decibel levels of noise in residential areas. Submitted for information and consideration is the Guide to Noise Control in Minnesota published by the MN Pollution Control Agency.

APPROVAL OF MINUTES:

1. Approve Council minutes for Monday, September 23, 2024 Worksession and Regular meetings.

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

VERIFIED CLAIMS:

2. Approve the verified claims for the period September 17, 2024 to October 7, 2024 in the total amount of \$2,214,863.20.

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

CONSENT AGENDA:

3. Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2025.
4. Consider entering into an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with USI Consulting Group, Inc. previously as Hildi Incorporated.
5. Consider adopting a resolution to accept a grant from the State of Minnesota in the amount of \$12,460.00 for the Taxiway A Reconstruction Project at the Grand Rapids/Itasca County Airport and authorize the Mayor and City Clerk to execute.

Adopted Resolution 24-90

6. Consider approving Quit Claim Deeds for parcels 91-425-2110, 91-415-4410, 91-415-4415 and 91-425-1310.
7. Consider authorizing the retirement and sale of surplus assets
8. Consider the adoption of a resolution approving a conveyance of certain property owned by the City to the Grand Rapids Economic Development Authority.

Adopted Resolution 24-91

9. Consider the Adoption of Climate Action Plan
10. Consider approval of two resolutions authorizing two grant requests to MN IRRR for two Downtown commercial redevelopment projects.

Adopted Resolutions 24-92 and 24-93

11. Consider approving temporary liquor permit for Itasca Curling Association
12. Consider approval of a resolution authorizing a grant request to MN IRRR for a commercial redevelopment project at 12 NW 3rd St.

Adopted Resolution 24-94

13. Consider the approval of joint power agreements with the city of LaPrairie, Bowstring and Harris Townships, and Itasca County.
14. Consider approving change order for Yanmar Arena Project
15. Consider Hiring and Rehiring Regular PT and Seasonal Civic Center Employees

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

SET REGULAR AGENDA:

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

ADMINISTRATION:

16. Consider an agreement between Rapids Radio, Rapids Brewing, and the City of Grand Rapids

Motion made by Councilor Adams, Second by Councilor Sutherland to approve the Rapids Rockfest agreement as presented. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

ENGINEERING PUBLIC WORKS:

17. Consider approving a resolution accepting a donation

Motion made by Councilor MacGregor, Second by Councilor Sutherland to **adopt Resolution 24-95**, accepting donation for Itasca Calvary Cemetery. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

GOLF:

18. Consider purchasing new refrigeration equipment

Noted quotes did not include freight or refrigerant costs. Total amount can be approved for higher, with direction to return to Council for approval if total exceeds approved amount.

Motion made by Councilor MacGregor, Second by Councilor Blake to approve purchase of new refrigeration equipment from Quality Refrigeration & Heating Inc. in an amount not to exceed the higher bid of \$10,585. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

19. Consider purchasing plow for golf course tractor

Motion made by Councilor Blake, Second by Councilor MacGregor to approve purchase of plow for golf course tracker as presented. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

CITY COUNCIL:

20. Consider appointments to Planning Commission.

Councilor MacGregor has interviewed both applicants and recommends the following appointments:

- ~ David Kreitzer to fill an unexpired term through March 1, 2026
- ~ David Marquardt to fill an unexpired term through March 1, 2027

Motion made by Councilor MacGregor, Second by Councilor Blake to appoint David Kreitzer and David Marquardt to the Planning Commission, terms to expire March 1, 2026 and March 1, 2027, respectively. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

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

21. Conduct a public hearing to consider the adoption of an ordinance as it pertains to Franchise Agreements.

Mayor Connelly stated the purpose of the public hearing, confirming all notifications have been made and received information regarding correspondence received.

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

Mr. Wegwerth presented information relative to proposed franchise fees, including current challenges for funding street capital improvement projects, options for funding, fee structure, funding comparison, etc.

No one from the public wished to speak, therefore the following motion was made.

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

There being no further business, the meeting adjourned at 5:42 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 10/23/2024
 TIME: 14:35:47
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/28/2024

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
1600201	PDQ/SMARTDEPLOY	2,004.00
2009525	TIMECLOCK PLUS LLC	496.00
	TOTAL	2,500.00
CITY WIDE		
0715808	GOVCONNECTION INC	103.11
1915248	SHI INTERNATIONAL CORP	10,932.40
	TOTAL CITY WIDE	11,035.51
BUILDING SAFETY DIVISION		
0118100	VESTIS GROUP, INC	73.29
	TOTAL BUILDING SAFETY DIVISION	73.29
FIRE		
0118100	VESTIS GROUP, INC	58.81
0315455	COLE HARDWARE INC	32.46
0821705	HUSKY SPRING	1,014.32
1200500	L&M SUPPLY	73.08
1301014	MACQUEEN EMERGENCY GROUP	2,130.00
1415030	NAPA SUPPLY OF GRAND RAPIDS	8.78
1901535	SANDSTROM'S INC	-324.45
	TOTAL FIRE	2,993.00
INFORMATION TECHNOLOGY		
0309805	CIVICPLUS, LLC	2,625.00
	TOTAL INFORMATION TECHNOLOGY	2,625.00
PUBLIC WORKS		
0103325	ACHESON TIRE INC	50.00
0112700	AL'S RESTORATION LLC	6,840.00
0315455	COLE HARDWARE INC	239.52
0421695	DUST B GONE	404.10
0501650	EARL F ANDERSEN	284.75
0601690	FASTENAL COMPANY	1,223.44
0718060	GRAND RAPIDS HERALD REVIEW	76.48
0801825	HAWKINSON CONSTRUCTION CO INC	1,074.78

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 10/28/2024

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
PUBLIC WORKS		
0815730	HOTSY MINNESOTA	507.21
1205110	LEASE LANDSCAPING INC	600.00
1911545	SKOGLUND ELECTRIC LLC	105.00
2209421	VIKING ELECTRIC SUPPLY INC	92.46
2501525	YANMAR COMPACT EQUIPMENT NORTH	441.56
	TOTAL PUBLIC WORKS	11,939.30
FLEET MAINTENANCE		
1801615	RAPIDS WELDING SUPPLY INC	40.50
2300765	W.W. WALLWORK INC	231.75
	TOTAL FLEET MAINTENANCE	272.25
POLICE		
0421480	DTM FLEET SERVICE LLC	2,900.00
1105445	DR MICHAEL KELLER, PHD	650.00
1800149	RCB COLLECTIONS	25.00
2009525	TIMECLOCK PLUS LLC	248.00
	TOTAL POLICE	3,823.00
RECREATION		
1200500	L&M SUPPLY	159.54
1901535	SANDSTROM'S INC	1,124.76
	TOTAL RECREATION	1,284.30
CENTRAL SCHOOL		
0118100	VESTIS GROUP, INC	64.09
1801555	RAPID PEST CONTROL INC	70.00
1901535	SANDSTROM'S INC	107.35
	TOTAL	241.44
AIRPORT		
0504825	EDWARDS OIL INC	1,266.56
0918550	IRON OAKES FENCE, LLC	1,070.00
	TOTAL	2,336.56

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/28/2024

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
0805640	HERC-U-LIFT INC	1,303.88
1801610	RAPIDS PLUMBING & HEATING INC	519.84
TOTAL GENERAL ADMINISTRATION		1,823.72
STATE HAZ-MAT RESPONSE TEAM		
0601690	FASTENAL COMPANY	252.43
TOTAL		252.43
CEMETERY		
2501525	YANMAR COMPACT EQUIPMENT NORTH	546.00
T001419	218 TREE SERVICE LLC	3,846.00
TOTAL		4,392.00
DOMESTIC ANIMAL CONTROL FAC		
0118100	VESTIS GROUP, INC	30.00
0701650	GARTNER REFRIGERATION CO	147.36
TOTAL		177.36
GO & ABATEMENT BOND 2019A		
0508450	EHLERS AND ASSOCIATES INC	3,500.00
TOTAL		3,500.00
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1612745	PLUM CATALYST LLC, THE	20,000.00
TOTAL MAY MOBILITY		20,000.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
0421480	DTM FLEET SERVICE LLC	5,392.61

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/28/2024

VENDOR #	NAME	AMOUNT DUE
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
0513233	EMERGENCY AUTOMOTIVE TECH INC	4,842.55
1920150	STATT LLC	975.00
TOTAL CAPITAL OUTLAY-POLICE		11,210.16
AIRPORT CAPITAL IMPRV PROJECTS		
AP 2023-2 S TAXILANE CRCK SLNG		
T001520	STRUCK & IRWIN PAVING INC	2,403.60
TOTAL AP 2023-2 S TAXILANE CRCK SLNG		2,403.60
TAXIWAY A RECONSTRUCTION		
1900225	SEH	47,100.00
TOTAL TAXIWAY A RECONSTRUCTION		47,100.00
YANMAR ARENA CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
2000522	TNT CONSTRUCTION GROUP, LLC	1,044.72
TOTAL IRA CIVIC CENTER RENOVATION		1,044.72
2024 INFRASTRUCTURE BONDS		
CP2010-1 3RD AVE NE RECON		
2000522	TNT CONSTRUCTION GROUP, LLC	37,092.97
TOTAL CP2010-1 3RD AVE NE RECON		37,092.97
STORM WATER UTILITY		
0801825	HAWKINSON CONSTRUCTION CO INC	1,074.78
0801836	HAWKINSON SAND & GRAVEL	2,724.95
1415484	NORTHERN LIGHTS TRUCK	165.56
T001264	LEA FRIESEN	507.50
TOTAL		4,472.79
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$172,593.40
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	4,177.52

DATE: 10/23/2024
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/28/2024

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0113105	AMAZON CAPITAL SERVICES	2,145.95
0114213	STEVE ANDERSON	69.00
0201356	BRUCE BAIRD	69.00
0205640	LEAGUE OF MN CITIES INS TRUST	109.21
0218755	CHARLES BRUEMMER	69.00
0305530	CENTURYLINK QC	259.00
0309600	CIRCLE K/HOLIDAY	236.28
0514730	ENTERPRISE FM TRUST	6,382.21
0609270	FIELD TRAINING SOLUTIONS	590.00
0718015	GRAND RAPIDS CITY PAYROLL	597,421.81
0718070	GRAND RAPIDS STATE BANK	65.00
1115230	KEVIN KOETZ	69.00
1201402	LAKE COUNTRY POWER	52.48
1215250	LOFFLER COMPANIES INC	447.80
1301146	MARCO TECHNOLOGIES, LLC	222.88
1309098	MINNESOTA MN IT SERVICES	460.71
1309149	MN CHIEFS OF POLICE ASSOC	250.00
1309266	MN DEPT OF LABOR & INDUSTRY	200.00
1309332	MN STATE RETIREMENT SYSTEM	2,070.00
1309335	MINNESOTA REVENUE	7,968.00
1415479	NORTHERN DRUG SCREENING INC	155.00
1516220	OPERATING ENGINEERS LOCAL #49	122,398.00
1520720	KEVIN OTT	69.63
1621130	P.U.C.	40,460.36
2000100	TASC	35.55
2209665	VISA	1,976.23
T001504	LAGOM MODULAR	2,000.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$790,429.62
TOTAL ALL DEPARTMENTS		\$963,023.02



CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

AGENDA ITEM: Consider approving Voting Operations, Technology, & Election Resources (VOTER) Funding Agreement with Itasca County.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The allocation of funding to counties for the Voting Operations, Technology, & Election Resources (VOTER) Account has been completed by the Secretary of State. This fund is a dedicated to help cover the costs for county and municipal election administration.

Itasca County proposes to allocate the VOTER grant municipal allocation to an Election Funding Account (EFA) for election administration eligible expenses as defined by state statute. EFA funds will be used to help cover election eligible expenses and the City of Grand Rapids will no longer receive election billings from the county. The City of Grand Rapids will however be financially responsible for stand-alone special municipal elections.

REQUESTED COUNCIL ACTION:

Make a motion to approve the VOTER Funding Agreement with Itasca County as presented.

Voting Operations, Technology, & Election Resources (VOTER) Funding Agreement

BY AND BETWEEN: CITY OF GRAND RAPIDS
(Name of City or Township)

420 North Pokegama Avenue, Grand Rapids, MN 55744

(Address of City or Township)

AND: Itasca County, Minnesota, 123 NE 4th St, Grand Rapids, MN 55744

On May 24, 2023 the governor of Minnesota signed into law the newly created Voting Operations, Technology, & Election Resources (VOTER) fund in accordance with the requirements of [2023 Session Laws, Chapter 62 \(Article 1, Section 43 and Article 4, Section 6\)](#) to provide county governments annual aid payments to help fund election equipment, cybersecurity investments, security-related infrastructure, printing and publication, postage, and staff costs.

Itasca County currently administers all election absentee and mail balloting for all county precincts, and incurs the cost of equipment, hardware and software, cybersecurity, security-related infrastructure, election administration staff costs and training, printing and publication, postage, and all other costs that are directly related to election administration that are utilized by the local units of government within Itasca County.

The City of Grand Rapids does hereby agree that Itasca County will hold the VOTER grant municipal allocation in an Election Funding Account (EFA) for election administration eligible expenses as defined by Minnesota Statute Chapter 62: Article 4, Section 6. Itasca County will use funds from the EFA to cover city/township election eligible expenses and municipalities will no long receive election billings from the county. The municipality will still be financially responsible for stand-alone municipal special elections.

This agreement shall automatically renew each June 30. Either party may terminate this agreement by providing 30 days written notice before any renewal term. This agreement is contingent upon continued funding of VOTER funds by the State of Minnesota.

Adopted this 28th day of October, 2024

Tasha Connelly, Mayor

(Itasca County Board Chairman)

Kimberly Gibeau, City Clerk

(Itasca County Auditor/Treasurer)

City or Township Grand Rapids

(Itasca County Election Administrator)



CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28th, 2024

AGENDA ITEM: Consider approving final payment for AP 2023-2, S Taxilane Crack Seal project in the amount of \$2,403.60.

PREPARED BY: Matt Wegwerth

BACKGROUND:

AP 2023-2, Taxilane Crack Seal project is complete, and the approval of final payment will close out the project. The final pay request is attached for review.

REQUESTED COUNCIL ACTION:

Make a motion approving final payment for AP 2023-2, S Taxilane Crack Seal project in the amount of \$2,403.60.



Application for Payment
 (Unit Price Contract)
 No. 2

Eng. Project No.: GRAIT 171180

Location: Grand Rapids-Itasca County Airport

Contractor Struck & Irwin Paving, Inc.

Contract Date 9.25.23

7219 Gene St.

Pay this amount: \$2,403.60

DeForest, WI 53532

Contract Amount \$ 48,072.00

Contract for 2023 Airport Crack Seal

Application Date 8.19.24

For Period Ending 7.31.24

Item No.	Item	Unit	Est. Quantity	Quantity to Date	Unit Price	Total Price
1012.2	Traffic Provisions / Airport Security /	LS	1	1	3,911.00	\$3,911.00
C-105	Mobilization	LS	1	1	4,300.00	\$4,300.00
2051.501	Maintenance and Restoration of Haul	LS	1	1	1.00	\$1.00
P-605-5.1	Crack Seal (Route, Seal)	LB	7000	7000	2.24	\$15,680.00
P-605-5.2	Joint Repair (Re-Seal)	LB	4000	4000	2.24	\$8,960.00
P-605-5.3F	2- Part Mastic Crack Repair (Clean,	LB	4000	4000	3.80	\$15,200.00
P-605-5.3S	2- Part Mastic Crack Repair (Clean,	LB	2000	2000	0.01	\$20.00
Total Contract Amount						\$48,072.00

Application for Payment (continued)

Total Contract Amount	\$ 48,072.00	Total Amount Earned	\$ 48,072.00
Contract Change Order No. _____		Material Suitably Stored on Site, Not Incorporated into Work	_____
Contract Change Order No. _____		Percent Complete	_____
Contract Change Order No. _____		Percent Complete	_____
Less Previous Applications:		Percent Complete	_____
AFP No. 1: 45,668.40	AFP No. 6: _____	GROSS AMOUNT DUE	\$ 48,072.00
AFP No. 2: _____	AFP No. 7: _____	LESS 0 % RETAINAGE	\$ _____
AFP No. 3: _____	AFP No. 8: _____	AMOUNT DUE TO DATE	\$ 48,072.00
AFP No. 4: _____	AFP No. 9: _____	LESS PREVIOUS APPLICATIONS	\$ 45,668.40
AFP No. 5: _____		AMOUNT DUE THIS APPLICATION	\$ 2,403.60

CONTRACTOR'S AFFIDAVIT

The undersigned Contractor hereby swears under penalty of perjury that (1) all previous progress payments received from the Owner on account of work performed under the Contract referred to above have been applied by the undersigned to discharge in full all obligations of the undersigned incurred in connection with work covered by prior Payment under said contract, 2023 Airport Crack Seal, Grand Rapids-Itasca County Airport, and (2) all material and equipment incorporated in said Project or otherwise listed in or covered by this Application for Payment and free and clear of all liens, claims, security interests and encumbrances.

Date August 21, 2024

Struck & Irwin Paving, Inc.
(Contractor)

COUNTY OF DANE)
STATE OF WISCONSIN) SS

By [Signature] President
(Name and Title)

Before me on this 21st day of August, 2024, personally appeared

D. Joseph Wessley known to be, who being duly sworn did depose and say that he is the President (office) of the Contractor above mentioned that he executed the above Application for Payment and Affidavit on behalf of said Contractor; and that all of the statements contained therein

My Commission expires July 2, 2025

[Signature]
(Notary Public)

The undersigned has checked the Contractor's Application for Payment shown above. A part of this Application is the Contractor's Affidavit stating that all previous payments to him under this contract have been applied by him to discharge in full all of his obligations in connecting with the work by all prior Applications for Payment.

In accordance with the Contract, the undersigned recommends approval of payment to the Contractor for the Amount due.

[Signature]

Short Elliott Hendrickson Inc.

By Lindsay Reidt
Date 10/14/24

City of Grand Rapids

[Signature]

By Matt Wegwert
Date 10/15/2024



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

AGENDA ITEM: Consider approving the purchase of three snowplow kits from Martin's Snowplow and Equipment.

PREPARED BY: Cynthia Lyman

BACKGROUND:

The Public Works Department would like to purchase three new snowplow kits, for each of three new leased vehicles. The purchase of these 9'6" snowplow kits will come from Martin's Snowplow and Equipment for the purchase price of \$34,688.32. This purchase will come out of the 2025 CIP.

Price reflects discount based on the Sourcewell State pricing, which the City qualifies for.

REQUESTED COUNCIL ACTION:

Make a motion to approve the Public Works Department's purchase and payment of three snowplow kits from Martin's Snowplow and Equipment for \$34,688.32.

E S T I M A T E

Item 5.



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

PHONE #: (218)360-0607
CELL #: (218)360-0607
ALT. #:
P.O.#:
TERMS: **Net 10th EOM**
SALES TYPE: **Estimate**
TAG #:

DATE: **10/14/2024**
ORDER #: **18172**
CUSTOMER #: **101906**
CP: **Marty**
LOCATION: **1**
STATUS: **Active**
TECH: **Marty**

BILL TO 101906

CITY OF GRAND RAPIDS PUBLIC WORKS
500 SE 4TH STREET
GRAND RAPIDS, MN 55744 US

SHIP TO

CITY OF GRAND RAPIDS PUBLIC WORKS
500 SE 4TH STREET
GRAND RAPIDS, MN 55744 US

YEAR	MFR	MODEL NUMBER	DESCRIPTION	VIN/SERIAL #	MILEAGE/METER
------	-----	--------------	-------------	--------------	---------------

1: Job 1 Tech: DanT []

MFR	LOCATION	DESCRIPTION	QTY	PRICE	NET	TOTAL
WP		9'6" MVP3 SNOWPLOW KIT STEEL	3	\$9,134.00	\$9,134.00	\$27,402.00
WP	74495	BLADE ASSY - 9-1/2' MVP 3 MS S/N:			\$0.00	\$0.00
WP	74300-4	BIG BOX ASSY MVP3 S/N:			\$0.00	\$0.00
WP	72530	LIGHT KIT, HALOGEN, COMPLETE S/N:			\$0.00	\$0.00
WP	29070-1	MODULE 3 PORT - DRL/NON-DRL S/N:			\$0.00	\$0.00
WP	35500	CONTROL, PLOW, HANDHELD WP WESTERN S/N:			\$0.00	\$0.00
WP		GM K2500/3500 SILVERADO/SIERRA 2020 - 20__	3	\$844.30	\$785.40	\$2,356.20
WP		PLUG-IN HARNESS 12 PIN KIT	3	\$364.59	\$339.15	\$1,017.45
WP		RUBBER DEFLECTOR KIT - 18"	3	\$664.83	\$664.83	\$1,994.49
WP		SHOE KIT	3	\$335.24	\$335.24	\$1,005.72
FIS		GM supplemental harness kit	3	\$43.00	\$40.82	\$122.46
****		DISCOUNT/SOURCEWELL DISCOUNT	3	\$0.00	-\$810.00	(\$2,430.00)

Parts Job 1: \$31,468.32

LABOR	DESCRIPTION	HRS	RATE	AMOUNT	TOTAL
IN-12	DEFLECTOR INSTALL-V	2.25	\$110.00		\$247.50
IN-03	BUILD TRUCK PLOW	6	\$110.00		\$660.00
IN-05	INSTALL TRUCK SIDE PLOW WIRING-LED	13.5	\$110.00		\$1,485.00
IN-04	INSTALL SNOWPLOW MOUNT	7.5	\$110.00		\$825.00

Hours Job 1: 29.25 Labor Job 1: \$3,217.50

EXTRAS	DESCRIPTION	QTY	PRICE	AMOUNT	TOTAL
SS	SHOP SUPPLIES				
ENV	ENVIRONMENTAL FEE			\$2.50	\$2.50

Extras Job 1: \$2.50

Subtotal Job 1: \$34,688.32

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

TOTAL PARTS: **\$31,468.32**
TOTAL LABOR: **\$3,217.50**
TOTAL EXTRAS: **\$2.50**
SUBTOTAL: **\$34,688.32**

E S T I M A T E

Item 5.



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

PHONE #: (218)360-0607
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ALT. #:
P.O.#:
TERMS: **Net 10th EOM**
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TAG #:

DATE: **10/14/2024**
ORDER #: **18172**
CUSTOMER #: **101906**
CP: **Marty**
LOCATION: **1**
STATUS: **Active**
TECH: **Marty**

TAX: \$0.00
ORDER TOTAL: \$34,688.32

Authorized By: _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28th, 2024

AGENDA ITEM: Consider approving the purchase of a chipper box for public works

PREPARED BY: Matt Wegwerth

BACKGROUND:

Currently, public works utilizes vehicle #295 for collecting and hauling brush and chips from the woodchipper. This vehicle is a 1991 single axle truck that will not pass DOT inspection and is not cost effective to repair. The city currently shares the use of the woodchipper and truck with Public Utilities, and as part of our agreement with PU, the City agreed to provide the truck. This new box would go on our existing 5500 dump box pickup and will be a long term solution.

This piece of equipment is under the State of MN contract pricing. Purchase will be funded under Public Works, 101-70-01-30-4060, Vehicle Maintenance account.

REQUESTED COUNCIL ACTION:

Make a motion approving the purchase and payment of a chipper box from Towmaster in the amount of \$8,105.00



TOWMASTER, 61381 US HWY 12, LITCHFIELD, MN 55355
 PH: 320-693-7900 FX: 320-693-7921 TF: 800-462-4517
 TOWMASTERTRUCK.COM

Reference No.
 QT 91057

Item 6.

**** QUOTATION ****

Ship To:	Cust: 3089	Phone:	Bill To:	Phone:
GRAND RAPIDS, CITY OF			GRAND RAPIDS, CITY OF	
500 SE 4TH ST			420 N POKEGAMA AVE	
GRAND RAPIDS	MN 55744	USA	GRAND RAPIDS	MN 55744

ATTN: KEVIN KOETZ

PO#	Salesman	Terms	Created	Last Revised	Appx Comp
	TIM ERICKSON	NET 30 DAYS	10/15/24	10/15/24	0/00/00

Serial No.

Order Comments: **STATE OF MN CONTRACT #257425**

Build Instructions F.O.B. LITCHFIELD, MN

Qty	Part No.	Description	Price Ea.	Net Amt.
1	1984878	ALUM chipper topper - - For Edge FSC OR FSS Body Custom Fit to Customer Dump Body.	\$8,105.00	\$8,105.00



Accepted by	Date		Price:	\$8,105.00
			Total Discounts:	
			Net Cost:	\$8,105.00
			Freight	
			Total:	\$8,105.00

General Terms and Conditions for the Sale of Goods by Subsidiaries of ASH North America, Inc

Item 6.

1. SCOPE AND VALIDITY

1.1. These General Terms and Conditions for the Sale of Goods (these "Terms") govern the sale and delivery of all goods and products (the "Products"), and all transactions incidental thereto, by such subsidiary of ASH North America, Inc. identified on the respective Confirmed Order (as defined below) as the seller or supplier ("Seller") to any of its customers (each a "Customer"). The liability of each such subsidiary under these Terms or any Confirmed Order shall be several and not joint. Customer acknowledges and agrees that nothing in these Terms or any Confirmed Order shall be construed as implying joint liability in any case of ASH North America, Inc. or any of its subsidiaries. Each Seller shall be solely responsible for its own acts or omissions under the respective agreement with Customer.

1.2. No other terms or conditions shall be of any force or effect unless otherwise specifically agreed upon by Seller in a writing duly executed by an authorized officer of Seller. These Terms supersede any and all prior oral quotations, communications, agreements, or understandings of the parties in respect to the sale and delivery of the Products. The Seller may issue additional Terms and Conditions of Sale for certain products. These shall apply in addition to the present Terms. Any additional or different terms or conditions contained in Customer's Order (as defined below), response to Seller's confirmation, or any other form or document supplied by Customer are hereby expressly rejected and are rendered null, void, and of no effect. These Terms may not be modified, amended, waived, superseded, or rescinded, except by written agreement signed by an authorized officer of Seller. Delivery of the Products by Seller does not constitute acceptance of any of Customer's terms and conditions and do not serve to modify or amend these Terms.

1.3. The issuance of an Order (as defined below) by Customer to Seller or any communication or conduct of Customer which confirms an agreement for the delivery of Products by Seller, as well as acceptance in whole or in part by Customer of any delivery of Products by Seller, shall be construed as Customer's acceptance of these Terms.

2. OFFERS, ORDERS AND CONFIRMATION

2.1. Unless otherwise specified by Seller in writing, all offers made by Seller are not binding and may be revoked by Seller at any time without any liability to Customer.

2.2. Customer shall issue to Seller orders for the purchase of Products, in written form via the order process determined by Seller from time to time (each, an "Order"). By issuing an Order to Seller, Customer makes an offer to purchase the Products pursuant to these Terms and the terms set forth on such Order. Provided that the Order contains the same terms as in Seller's corresponding offer, the Order shall be binding on Customer for six (6) weeks after Seller's receipt of such Order.

2.3. Seller may refuse an Order for any or no reason. No Order is binding upon Seller until Seller's acceptance of the Order in writing, the issuance of any governmental permit, license, or authority to Seller, as may be required under applicable laws, rules and regulations, and the receipt by Seller of a resale license to be provided by Customer (a "Confirmed Order").

2.4. Specifications and other information on drawings, data sheets, pictures, plans, brochures, catalogs, or Seller's website shall not be binding on Seller unless such specifications and information have been agreed to in writing by Seller in a Confirmed Order. Notwithstanding a Confirmed Order, Seller shall have no obligation to deliver Products to Customer or otherwise fulfill any of its obligations set forth in a Confirmed Order if Customer is in breach of any of its obligations hereunder or any Confirmed Order.

2.5. Customer may submit to Seller written requests to change the terms of a Confirmed Order (each such request, a "Change Order Request"). Seller may, at its sole discretion, consider such Change Order Request, provided that Seller will have no obligation to perform any Change Order Request unless and until Seller has agreed in writing to adopt such Change Order Request. If Seller elects to consider such a Change Order Request, then Seller shall promptly notify Customer of any adjustment to the applicable purchase price for the Products.

2.6. In the event Customer cancels any Confirmed Order for any reason, Customer shall reimburse to Seller all of Seller's costs and

expenses associated with or incurred due to such cancellation, including but not limited to the cost of raw materials, labor, and storage if cancellation occurs before Seller's commencement of production. In the event Customer cancels any Confirmed Order for any reason and Seller has started the production of the Product on the respective Confirmed Order, Customer shall pay to Seller the full purchase price.

2.7. Each Confirmed Order shall be considered a separate agreement between the parties, and any failure to deliver the Products under any Confirmed Order shall have no consequences for other deliveries of Products.

3. PRICES

3.1. Unless otherwise agreed to by the parties in the applicable Confirmed Order, the prices of the Products shall be FCA (agreed delivery location on the applicable Confirmed Order), Incoterms 2022.

3.2. Unless otherwise agreed by the parties in a Confirmed Order, the price of the Products shall not include transportation, insurance, packaging, and Tooling (as defined below) and other materials used for the manufacturing and delivery, sales or Heavy Vehicle Use Tax (HVUT), other use tax or any other similar applicable federal, state or foreign taxes, duties, levies, or charges in any jurisdiction in connection with the sale or delivery of the Products ("Taxes"). Such Taxes shall be payable by Customer, and if Seller is responsible for the collection thereof, such Taxes shall either be added to the price invoiced or be separately invoiced by Seller to Customer. Any special requests concerning shipping, transportation, and insurance shall be communicated to Seller in a timely manner and subject to Seller's prior written approval. Customer shall bear all costs resulting from such requests. In case of lead delivery times of more than two (2) months, Customer hereby acknowledges and agrees that Seller, may, at its sole discretion, increase or decrease the agreed prices on any Confirmed Order in the event of material price changes in wages, materials, energy or raw material after the date of the Confirmed Order.

4. PAYMENT TERMS

4.1. Except as set forth in Section 4.2 or unless otherwise agreed in writing by Seller, the purchase price for the Products and all other amounts due under a Confirmed Order shall be due and payable in US dollars within thirty (30) days following the date of Seller's invoice for such Products without any discount, deduction or offset whatsoever. In no event shall any loss, damage, injury or destruction, Force Majeure (as defined below), or any other event beyond Customer's control release Customer from its obligation to make the payments required herein. Payment of all amounts due hereunder shall be made by bank transfer or in any other manner set forth on Seller's invoice. Customer shall be solely responsible for any bank fees, or other fees, incurred due to the wire transfer or any other selected payment method. If Seller agrees to payment by credit card, Seller shall charge an appropriate transaction fee, which the Customer shall also pay.

4.2. In the event Seller becomes aware of circumstances or has reason to believe that there are circumstances that may have an adverse effect on Customer's financial condition, Seller may require the Customer to pay the total amount of the purchase price or fees, or a portion thereof prior to the delivery of the Products. Seller may, without any liability to Customer, refuse the delivery of any Product in the event the Customer fails to make the payment as required under this Section 4.2.

4.3. Time is of the essence for the payment of all amounts due to Seller under any Confirmed Order. If Customer fails to make payments of any amount when due, Customer shall pay interest to Seller at the rate of one percent (1%) per month or such lesser amount as may be permitted by applicable law starting from the due date until payment to Seller of such amount in full. In addition to the interest, Seller may, at its sole discretion, charge the Customer a flat fee of \$40 for each reminder notice issued to Customer due to late payments. If Customer fails to comply with these Terms or a Confirmed Order, or if Customer becomes insolvent, all balances then due and owing to Seller shall become due immediately, notwithstanding any payment terms agreed by the parties. All costs and expenses incurred by Seller with respect to the collection of overdue payments (including, without limitation, reasonable attorney's fees, expert fees, and other expenses of litigation) shall be borne by Customer. Every payment by Customer shall first be

applied to pay for Seller's cost of collection, then interest owed by Customer, and then to the oldest outstanding claim.

4.4. Notwithstanding anything in the foregoing Section 4.3 or Section 5, if the parties agreed on installment payments in a Confirmed Order and Customer fails to make any installment payment when due, the remaining balance including accrued interest, and any expenses incurred by Seller shall be due and payable to Seller promptly upon Customer's receipt of written notice of delinquency from Seller.

5. SECURITY INTEREST

5.1. If Seller extends credit to Customer for the purchase price for any Products (including but not limited to pursuant to Section 4.1.), or any other amounts due to Seller, Customer hereby grants to Seller as security for the timely payment and performance of all Customer's payment obligations to Seller, a first priority security interest (the "Security Interest") in all Products heretofore or in the future delivered to Customer and in the proceeds thereof for as long as such Products shall not have been sold by Customer in the ordinary course of business (the "Collateral"). Seller shall be entitled to file any and all financing, continuation, or similar statements under the Uniform Commercial Code in any jurisdiction and take any and all other action necessary or desirable, in Seller's sole and absolute discretion, to perfect its Security Interest in the Collateral and to establish, continue, preserve, and protect Seller's Security Interest in the Collateral. Customer agrees to take any and all actions and provide Customer with all information necessary to enable Seller to perfect and enforce its Security Interest in all jurisdictions and vis-à-vis any of Customer's creditors, and hereby irrevocably grants to Seller a power of attorney to execute all necessary statements or documents in Customer's name for the perfection and enforcement of such Security Interest. The Security Interest shall remain in force until payment in full of the entire purchase price for such Products, and any other amounts due to Seller by Customer. Seller may, without notice, change or withdraw extensions of credit at any time.

6. OBLIGATIONS OF CUSTOMER

6.1. Customer shall use the Products solely for their intended purpose and pursuant to Seller's instructions, and agrees to use only qualified personnel for the handling of the Products. Customer shall ensure that its customers, employees, agents, and other representatives comply with this Section 6.1. and shall be responsible for their acts and omissions.

7. DELIVERY AND ACCEPTANCE

7.1. Unless otherwise agreed in writing by Seller, all deliveries of Products shall be made FCA (agreed delivery location) (Incoterms 2020) and title to and risk of loss for the Products shall pass to Customer upon delivery pursuant to this Section 7.1.

7.2. Any delivery and performance times or dates communicated by or on behalf of Seller are estimates and shall not be binding on Seller. Seller may make partial delivery of Products to be delivered under any Confirmed Order and invoice Customer separately for such partial deliveries or performance. If Customer has not received the Products after six (6) weeks from the estimated delivery date, Customer may make a written request to Seller for delivery. Customer hereby acknowledges and agrees that the actual delivery date of the Products is conditioned upon the complete, accurate and timely delivery of materials from Seller's vendors and suppliers. No delay in delivery of any Products shall relieve Customer of its obligation to accept the delivery or performance thereof and make payments of any amounts due in accordance with these Terms, including but not limited to delays caused governmental restrictions on exports or imports and similar measures.

7.3. Customer's failure to accept the delivery of Products pursuant to a Confirmed Order shall not release or excuse Customer from its obligation to timely pay all amounts due in connection with such Confirmed Order. The Products shall be deemed delivered at the time they have been made available to Customer. If Customer rejects or revokes acceptance of Products, or fails to pay any amounts when due, Seller, in its sole and absolute discretion, may extend the period of delivery of Products by such period as Seller may deem reasonable with such period not exceeding three (3) months from the agreed delivery date, or withhold or cancel delivery of any Products, or cancel any or all Confirmed Orders without any further obligations to Customer whatsoever.

In such event, Customer shall be responsible for any and all costs and expenses incurred, or damages or losses suffered by Seller in connection with any such delay notwithstanding any action or inaction by Seller with regard to such delay. Any remaining Products that have not been accepted by Customer within the extended delivery period determined by Seller will be delivered and invoiced by Seller to Customer and Customer agrees to accept such delivery and pay for the purchase price and other amounts payable for the delivered Products.

8. EXAMINATION AND CONFORMITY TO ORDER

8.1. Promptly upon receipt of any Products, Customer shall conduct a full and complete inspection of such Products as to any defects and to confirm compliance with all requirements of the applicable Confirmed Order. Customer shall notify Seller in writing of any packaging defects, apparent defects, or non-compliance of such Products with the applicable Confirmed Order that Customer has or could reasonably have discovered during such inspection within seven (7) days from the date of receipt of such Products, and Customer shall notify Seller in writing within three (3) days of the date on which Customer shall first have become aware of any hidden defect or non-compliance which could not reasonably have been discovered during Customer's initial inspection of the Products. Such notification shall include reasonable details (including images) on the alleged defects including lot, batch, or Order numbers.

8.2. If Customer fails to timely notify Seller of any defects or other non-compliance of any Products delivered or Customer (or its customers, employees, agents, or representatives) uses, destroys, or modifies any Products that Customer knows or should have known to be defective or non-compliant without Seller's prior written consent, Customer shall be deemed to have unconditionally accepted such Products and waived all of its claims for breach of warranty or otherwise in respect of such Products.

8.3. Customer may only return the Products to Seller with Seller's prior written approval. If the return has been approved by Seller, Customer shall return the Products to Seller at Customer's sole risk and expense to the destination directed by Seller.

8.4. Complaints of Customer in connection with the shipping or transport shall be directed to the carrier promptly upon receipt of the delivery or the freight documents.

9. LIMITED PRODUCT WARRANTY

9.1. Seller warrants to Customer that the Products will be free of defects in material and workmanship and conform with the requirements set forth in the applicable Confirmed Order for a period of twelve (12) months from the date of delivery for new business Products and ninety (90) days for after sales Products. (the "Limited Product Warranty").

9.2. Unless expressly agreed to in writing by Seller, Seller makes no warranty that the Products comply with applicable law, regulations, or specifications in any jurisdiction in which the Products may be used, integrated or incorporated. Any governmental or other approvals necessary in connection with the use, integration or incorporation of the Products shall be Customer's sole responsibility.

9.3. The Limited Product Warranty shall be void if the Defect (as defined below) resulted from (a) improper or inadequate use, storage, handling, operation, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following delivery of the Product, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

9.4. In the event of an alleged breach of the Limited Product Warranty (a "Defect"), Customer shall, at Customer's sole expense, send the Product to Seller. Seller shall conduct the necessary tests on such Product within a reasonable period. If Seller confirms the Defect, Seller shall, at its sole option and discretion, repair or replace the Defective Product. If the repair or replacement of the Defective Product is commercially unreasonable to Seller, Seller may, at its sole discretion, issue a refund to Customer in the amount Seller deems adequate. Such repair, replacement, or refund shall be the sole liability of Seller and the sole remedy of Customer with respect to a Defect. In no event shall any warranty claims for a Defect be made after twelve (12) months from the date of Customer's receipt of the Products. Any Products or parts returned to Seller for removal or repair under this Section 9.4 shall be the property of Seller. Any applicable Limited Product Warranty period shall not start anew with the repair or replacement of the Defective Product (or any portion thereof).

9.5. Except for Limited Product Warranty, SELLER HEREBY EXPRESSLY EXCLUDES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. Seller makes no other warranties with respect to the Products, and no person is authorized to make any warranties on behalf of Seller that are inconsistent with the warranties set forth under this Section 9.

10. LIMITATION OF LIABILITY

10.1. IN NO EVENT SHALL SELLER BE LIABLE TO CUSTOMER, ITS CUSTOMERS, EMPLOYEES, AGENTS, AND OTHER REPRESENTATIVES FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL, OR USE, WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE, OR OTHERWISE, EVEN IF SELLER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NOTWITHSTANDING ANY OF THE TERMS CONTAINED HEREIN, SELLER'S LIABILITY FOR ANY CLAIM WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE, OR ANY OTHER LEGAL CONCEPT SHALL IN NO EVENT EXCEED THE PURCHASE PRICE PAID BY THE CUSTOMER FOR THE PRODUCTS, GIVING RISE TO SUCH CLAIM. CUSTOMER HEREBY ACKNOWLEDGES AND AGREES THAT THE PROVISIONS OF THESE TERMS FAIRLY ALLOCATE THE RISKS BETWEEN SELLER AND CUSTOMER, THAT SELLER'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, SELLER WOULD NOT HAVE ENTERED INTO AN AGREEMENT WITH CUSTOMER FOR THE SALE OF THE PRODUCTS.

10.2. Seller shall not be liable for, and Customer assumes responsibility and shall indemnify, defend, and hold Seller harmless for any and all claims, including without limitation claims for personal injury or property damages, resulting from (a) the improper or inadequate use, storage, handling, operation, assembly, integration, incorporation, assembly, maintenance, or unauthorized alteration, modification, or repair of the Products (including without limitation, the use storage, handling, operation, or integration of the Products contrary to written instructions and/or recommendations of Seller or inadequate training of personnel), (b) changes to construction and materials pursuant to Customer's requests, (c) use of improper tools, resources, or accessories including those but not limited to any third party tools, resources, or accessories that are not approved by Seller or not in accordance with Seller's recommendations, instructions, or directions, (d) acts or omissions of Customer or third parties following the delivery of the Products, (e) Customer's failure to properly communicate Seller's instructions and warnings to users of the Products, or (f) Customer's, its employees, agents, representatives, customers or any third party's non-compliance with applicable laws, rules and regulation, (g) Force Majeure, or (h) ordinary wear and tear of the Products (e.g., sweep bristles).

10.3. In jurisdictions that limit or preclude limitations or exclusion of remedies, damages, or liability, such as liability for gross negligence or willful misconduct or do not allow implied warranties to be excluded, the limitation or exclusion of warranties, remedies, damages, or liability set forth in these Terms are intended to apply to the maximum extent permitted by applicable law, and these Terms shall be deemed amended to comply with such limitations or exclusions. Customer may also have other rights that vary by state, country or other jurisdiction.

11. CONFIDENTIALITY

11.1. "Confidential Information" means: (i) any know-how, trade secrets, and other business or technical information of Seller that is confidential or proprietary or due to its nature or under the circumstances of its disclosure the Customer knows or has reason to know should be treated as confidential or proprietary, including but not limited to quotations, drawings, project documentation, samples and models.

11.2. Confidential Information does not include information that: (i) is or becomes generally known to the public through no fault or breach of these Terms by the Customer; (ii) is rightfully known by the Customer at the time of disclosure without an obligation of confidentiality; (iii) is independently developed by the Customer without use of Seller's Confidential Information; (iv) is rightfully received by the Customer from a third party without restriction on use or disclosure; or (v) is disclosed with Seller's prior written approval.

11.3. Customer shall not use Seller's Confidential Information except as necessary to use the Products and will not disclose such Confidential Information to any third party except to those of its employees, agents, subcontractors, or representatives who have a bona fide need to know such Confidential Information to enable Customer to use the Products; provided that each such employee, agent, subcontractor, and/or representative is/are bound by a written agreement that contains use and nondisclosure restrictions not less stringent than the terms set forth in this Section 11.3. The Customer will employ all reasonable steps to protect Seller's Confidential Information from unauthorized use or disclosure, including, but not limited to, all steps that it takes to protect its own information of like importance. The foregoing obligations will not restrict the Customer from disclosing Seller's Confidential Information: (i) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the Customer gives reasonable notice to Seller to contest such order or requirement; (ii) to its legal or financial advisors; and (iii) as required under applicable securities regulations.

11.4. In the event of a violation or threatened violation of Customer's obligations under this Section 11, Seller shall be entitled to seek equitable relief, including in the form of a restraining order, orders for preliminary or permanent injunction, specific performance and any other relief that may be available from any court, without the requirement to secure or post any bond, or show actual monetary damages in connection with such relief. These remedies shall not be deemed to be exclusive but in addition to all other remedies available under these Terms, at law, or in equity.

12. INTELLECTUAL PROPERTY

12.1 Seller reserves the sole and exclusive ownership of the intellectual property rights in the Products (including but not limited to the technology used to manufacture the Products) and any improvements thereof regardless of inventorship or authorship. Customer shall not (and shall cause its employees, agents, representatives and customers to not) reverse engineer, decompile, disassemble, or decode any of Seller's intellectual property embedded or used in any of the Product.

13. FORCE MAJEURE

13.1. Seller shall not be responsible for any failure or delay in its performance under these Terms due to causes beyond its reasonable control, including, but not limited to, disruptions of the public power supply, communications, and transportation infrastructure, governmental measures, malware or hacker attacks, fire, extraordinary weather events, epidemics, pandemics (or any government restrictions implemented as a result thereof), nuclear and chemical accidents, earthquakes, war, terrorist attacks, labor disputes, strikes, lockouts, shortages of or inability to obtain labor, energy, raw materials or supplies, or other acts of God.

14. MISCELLANEOUS

14.1. If any provision contained in these Terms or any Confirmed Order is held by final judgment of a court of competent jurisdiction to be invalid, illegal, or unenforceable, such invalid, illegal, or unenforceable

provision shall be severed from the remainder of these Terms or such Confirmed Order, and the remainder of these Terms or such Confirmed Order shall be enforced. In addition, the invalid, illegal, or unenforceable provision shall be deemed to be automatically modified, and, as so modified, to be included in these Terms, such modification being made to the minimum extent necessary to render such provision valid, legal, and enforceable.

14.2. Seller may assign its rights and/or delegate its liabilities under any Confirmed Order at any time. Customer may not assign its rights or delegate its responsibilities under a Confirmed Order without Seller's prior written consent.

14.3. Seller's waiver of any breach or violation of these Terms or the provisions of any Confirmed Order by Customer shall not be construed as a waiver of any other present or future breach or breaches by Customer.

14.4. The parties hereto are independent contractors and nothing in these Terms will be construed as creating a joint venture, partnership, employment, or agency relationship between the parties.

14.5. Notices by a party regarding the exercise of rights and obligations under these Terms must be signed by authorized representatives of such party, and delivered via courier, mail, or e-mail to the other party's address indicated in the applicable Confirmed Order, provided that a notice by e-mail shall only be validly given if receipt thereof is acknowledged in writing by the recipient.

15. ENTIRE AGREEMENT; CONFLICTS.

15.1. These Terms, including the applicable Confirmed Order, constitute the entire and exclusive agreement of the parties regarding the subject matter hereof and supersede any and all prior or contemporaneous agreements, communications, and understandings (both written and oral) regarding such subject matter. In the event of a conflict between the provisions of these Terms and the provisions of a Confirmed

Order, the provisions of the Confirmed Order will govern and control. Seller may amend or modify these Terms from time to time. Seller may, at its sole discretion, provide Customer with written notice of any such changes, revisions, amendments, or modifications, provided, however that any such changes, revisions, amendments, or modifications shall become effective without any further action by any party and that they shall not apply to any Confirmed Order prior to the effective date of such changes, revisions, amendments, or modifications.

16. APPLICABLE LAW AND JURISDICTION

16.1. These Terms and the Confirmed Orders shall be governed by and construed in accordance with the laws of the State of Wisconsin without giving effect to any choice or conflict of law provision or rule that would defer to or cause the application of the substantive laws of any jurisdiction other than Wisconsin. The parties hereby expressly exclude the application of the 1980 United Nations Convention on Contracts for the International Sale of Goods.

16.2. Any dispute, controversy, or claim arising out of or relating to these Terms and any Confirmed Order, including but not limited to the execution, performance, or termination thereof or to any issue of liability arising out of the performance of these Terms or any Confirmed Order, which the parties have not been able to settle amicably shall be submitted to the exclusive jurisdiction of the state or federal courts with jurisdiction in the County of Calumet, Wisconsin, provided that notwithstanding the foregoing, Seller shall be entitled to seek specific performance and injunctive relief in any court of competent jurisdiction. Each party hereby waives any and all claims, pleas, or defenses (including without limitation a plea for forum non conveniens) that would permit such party to seek the jurisdiction of any courts or arbitration tribunals other than those set forth in the preceding sentence.

16.3. EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THESE TERMS.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

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

PREPARED BY: Cynthia Lyman

BACKGROUND:

The Public Works Director/City Engineer Matt Wegwerth would like to retire and sell the attached list of surplus assets from the Public Works Department and the Grand Rapids-Itasca County Airport at auction. Please see the following attachment.

REQUESTED COUNCIL ACTION:

Make a motion to authorize the retirement and sale of surplus assets to be sold at auction from the Public Works Department and the Grand Rapids-Itasca County Airport.

2024 Auction Item List 10-28-24

PW#	Fixed Asset #		VIN/SERIAL#
#0040	101-70-0278	2006 20' MIDSOTA SKIDSTEER TRAILER	1M9AS202X6A633746
#0295	101-70-0089	1991 FORD L8000 SNOWPLOW	1FDYK82A7MVA01894
#0058	101-70-1012	2014 JOHN DEERE 1600 MOWER	1TC1600TVEF200156

MISC AIR HOSE REELS

AIRPORT #	Fixed Asset #		VIN/SERIAL#	PURCHASED PRICE
MOWERS	226-00-4015 (PARTIAL)	CAB CONTROLLER/HYDRAULICS/UNDRBDY ASSY MOUNT	MK-7917	\$9,929.50
		RIGHT TRIPLE MOWER HEAD	TGFR-1015	\$7,959.00
		LEFT TRIPLE MOWER HEAD	TGFL-0960	\$7,959.00
		REAR FLAIL MOWER HEAD	TRF102-1751	\$7,843.50



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28th, 2024

AGENDA ITEM: Consider approving a lease agreement with VFW Post 1720 for the Purple Heart Memorial

PREPARED BY: Matt Wegwerth

BACKGROUND:

VFW Post 1720 has proposed the construction of a Purple Heart Memorial on City property along 7th Avenue SE (SE corner of 17th Street intersection). The attached lease agreement allows for the construction of this memorial.

Agreement and site map are attached.

REQUESTED COUNCIL ACTION:

Make a motion approving a lease agreement with VFW Post 1720 for the Purple Heart Memorial

LEASE AGREEMENT

THIS AGREEMENT is made and entered into by the City of Grand Rapids, Minnesota, a municipal corporation of the State of Minnesota (hereinafter referred to as "Lessor"), and VFW Post 1720 (hereinafter referred to as "Lessee").

WITNESSETH.

In consideration of the covenants and agreements hereinafter expressed, and of the faithful performance by Lessee of all such covenants and agreements, Lessor does hereby demise, lease and assign unto the Lessee the right to the use of a portion of the real property represented in attached Exhibit A, City of Grand Rapids, for purposes of placement of a Purple Heart Memorial.

Term. The term of this lease shall be for a period of ten (10) years from the date of execution hereof. The parties agree that this lease shall automatically renew for nine (9) successive ten (10) year terms under the same rate, terms and conditions unless otherwise terminated as hereinafter provided.

Rental. Lessee agrees to pay to Lessor, as rent for the demised premises, the sum of \$1 per year payable in the following manner: \$1 upon execution of this Agreement, and \$1 on the date of each subsequent renewal term.

Purpose. Lessee has represented to Lessor that it is leasing the premises for the sole purpose of exhibition and public viewing of the memorial and for no other purpose, and does therefore covenant and agree not to assign or sublet its interest under this lease.

Repairs/Maintenance. Lessee represents that Lessee has inspected and examined the statue and accepts it in its present condition, and agrees that Lessor shall not be required

to make improvements or repairs on the statue or any part thereof. Lessee agrees to make all repairs and improvements at Lessee's sole cost and expense and agrees to keep the statue in good order and free from all dangerous and defective conditions at all times during the term, and upon expiration or termination of this lease, Lessee will remove the statute at Lessee's expense, leaving the property in the same condition as at the commencement of the lease. Lessor agrees to maintain the grounds and surrounding area at its sole cost and expense.

Development. In the event Lessor determines that the property upon which the statue is located is needed for construction, development or other use during the term of the lease, Lessee agrees to remove the statue at its sole expense within thirty (30) days of receipt of written notice by Lessor

Site Condition. Lessee shall not engage in any construction, alteration, or ground-disturbing activities on the premises, or make any permanent improvements to the area surrounding the statute, unless such activities have been reviewed and approved by the Grand Rapids City Engineer

Liability Lessee agrees to hold the Lessor, its officers, agents, employees, successors and assigns, harmless and to indemnify them against any and all claims or liability for any claims, actions, causes of action, suits, or demands of any sort for damages on account of personal injuries related to or arising out of the use of the premises by Lessee or any of its agents, employees, officers, or independent contractors.

Compliance. Lessee will comply with all laws of the United States, State of Minnesota, and the City of Grand Rapids, and all rules and regulations of the police and fire department, and will not do or suffer to be done anything on said premises during the term of this lease in violation of any such laws, ordinances, rules or requirements, and if the

attention of said Lessee is called to any such violation on the part of Lessee or any person employed or admitted to said premises by Lessee, Lessee will immediately desist from and correct such violation.

Termination. Either party may terminate this lease at any time by serving written notice upon the other party at least 60 days in advance of the date named in the notice for such termination.

Notices. Notices shall be in writing and shall be mailed via first class mail to the following addresses.

Lessor:
City of Grand Rapids
Attn. City Administrator
420 North Pokegama Ave
Grand Rapids, MN
55744

Lessee:
VFW Post 1720
XXXXXX
Grand Rapids, MN 55744

IN WITNESS WHEREOF the parties have set their hand and seal this ___day of _____, 2024

LESSOR: City of Grand Rapids

LESSEE: VFW Post 1720

By: _____
Tasha Connelly, Mayor

By: _____
Name, Title

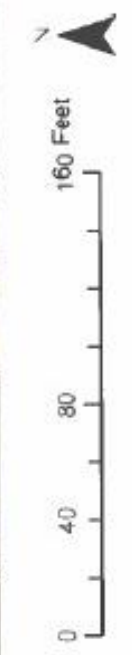
Attest: _____
Kim Johnson-Gibeau, City Clerk

Attest: _____
Name, Title

Proposed VFW Monument



- Future Monument
- Future walk ways
- Monument
- Walk way
- Grand Rapids Parcels



Item 8.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

AGENDA ITEM: Consider removal of appointment for new hire and authorize Human Resources to post, interview and hire for the open position of Police Officer.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

At the September 23, 2024, City Council Meeting, the City Council appointed Brevon Lesner to the position of Police Officer. He will not be filling this role.

Because of this, GRPD has an open full-time Patrol Officer position. We are requesting authorization for Human Resources to begin the process of posting, interviewing, and hiring for the open position of Patrol Officer.

REQUESTED COUNCIL ACTION:

Make a motion to remove the appointment of Brevon Lesner from the position of Police Officer and authorize Human Resources to begin the process of posting, interviewing, and hiring for the open position of Patrol Officer.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

AGENDA ITEM: Consider approving rate of pay increase for Maintenance -Winter (Public Works) position and approve Public Works PT Eligibility List for Winter Maintenance

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

The hourly rate of pay for the position of Maintenance – Winter (Public Works) has not been reviewed for some time. After discussion with Public Works leadership, we are recommending increasing the hourly rate of pay for Maintenance – Winter (Public Works) from \$21.00 per hour to \$21.50 per hour. Our part-time, seasonal, and temporary employees fill our needs during busy times of year, and this increase is consistent with other increases given to other part-time, seasonal positions. These workers are valued and important to the City, and it's important to have a competitive wage for these individuals.

This increase is included in the 2024 and 2025 budget.

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

Re-hires for the position of Maintenance – Winter (Public Works), working from October 29, 2024, through April 26, 2025: Daniel Wilson, Scott Holm, Jim Columbus, Robert Lindahl, Steve Ross, and Benjamin Ziemski.

Re-hire for the position of Maintenance – Winter (Public Works), working from November 4, 2024, through April 26, 2025: Roger Bumgarner.

Re-hire for the position of Maintenance – Winter (Public Works), working from November 12, 2024, through April 26, 2025: Michael Holte.

Re-hire for the position of Maintenance – Winter (Public Works), working from December 1, 2024, through April 26, 2025: Marlon Lewandowski.

All costs associated with their employment have been included in the 2024 and 2025 budget.

REQUESTED COUNCIL ACTION:

Make a motion to approve the increase in the hourly rate of pay for Maintenance – Winter (Public Works) to \$21.50 per hour beginning October 29, 2024, and approve Public Works PT Eligibility List for Winter Maintenance, as listed above, with specified dates and rate of pay, for Maintenance – Winter (Public Works) for the 2024-2025 winter maintenance season.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

AGENDA ITEM: Consider Pay Adjustment for Building Inspector Paul Martinetto.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Paul Martinetto started working as a Building Inspector for the City of Grand Rapids in January 2023. In April 2023, Paul received his Building Official Limited License. In September 2024, Paul received a passing score on the Certified Building Official examination, and he is now eligible to be issued a Certified Building Official license.

Because of this achievement, City Administrator Tom Pagel and Director of Community Development Rob Mattei are recommending moving his current wage from \$32.998 to \$36.07, retroactive to September 12, 2024. This increase will move Paul to a Non-Represented, Grade 10, Step 8. In 2025, Paul will receive a COLA increase and will move to Non-Represented, Grade 10, Step 9. This is similar as to how we handled other Certified Building Officials after receiving a passing score for their Certified Building Official license.

This increase is included in the 2024 and 2025 budget.

REQUESTED COUNCIL ACTION:

Make a motion to make a pay adjustment for Building Inspector Paul Martinetto from \$32.998 per hour to \$36.07 per hour, retroactive to September 12, 2024, as listed above.

From: [State of Minnesota Department of Labor and Industry](#)
To: [Paul Martinetto](#)
Subject: Certified Building Official exam, exam results
Date: Saturday, September 21, 2024 12:42:14 AM

Paul Martinetto ,

Congratulations! You received a passing score of 84% on the Certified Building Official exam taken on 09/11/2024. You are now eligible to be issued a Certified Building Official license, once payment of \$80.00 has been received.

- Payment for your new license can be made online by clicking here [576060](#): Your license will be issued immediately upon payment.
- To submit the license fee by mail, send a check or money order along with a copy of this letter to our office at: 443 Lafayette Rd N, St. Paul, MN 55155.
- If payment for your new Certified Building Official license is not received within 180 days from the date of this letter, your exam results will be rescinded and you will have to retake the exam in order to obtain the Certified Building Official license.

Once payment has been received, your new Certified Building Official license card will be mailed to you within two weeks. It is your responsibility to have this card in your possession when performing work covered by the Certified Building Official.

If you have additional questions, please contact us at dli.license@state.mn.us or 651-284-5034.

Sincerely,

License and Certification Services
Construction Codes and Licensing Division

MN Department of Labor and Industry
[https://link.edgepilot.com/s/b1999be1/p7DYc6WyWUK5nblhmXiZA?](https://link.edgepilot.com/s/b1999be1/p7DYc6WyWUK5nblhmXiZA?u=https://www.dli.mn.gov/)
[u=https://www.dli.mn.gov/](https://www.dli.mn.gov/)



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 10-28-24

AGENDA ITEM: Consider a resolution approving the fiscal year 2024/2025 budget for Yanmar Arena.

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

On an annual basis, the City has to submit, by resolution, a fiscal year budget, to the State, for Yanmar Arena. The resolution and budget are attached for consideration of approval.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution approving the fiscal year 2024/2025 budget for Yanmar Arena.

**CITY OF GRAND RAPIDS
Yanmar Arena - CIVIC CENTER
23/24 Actual and 24-29 Budgets**

	ACTUAL 2023/24 FINAL	FUTURE 2024/25 BUDGET	FUTURE 2025/26 BUDGET	FUTURE 2026/27 BUDGET	FUTURE 2027/28 BUDGET	FUTURE 2028/29 BUDGET
USE AGREEMENT REVENUES:						
Star of the North Skating	26,810	24,770	27,951	28,367	29,057	29,195
GRAHA	245,979	224,476	253,310	257,078	263,327	264,583
ISD 318	182,502	187,977	193,617	199,425	207,402	215,698
Use Agreements - Yanmar	0	80000	80000	80000	80000	80000
Use Agreements - Paul Bunyan	0	10000	10000	10000	10000	10000
Use Agreements - Grand Itasca Fairview	0	10000	10000	10000	10000	10000
TOTAL USE AGREEMENT REVENUE	455,291	537,223	574,879	584,871	599,786	609,477
EXPENDITURES:						
Operating Supplies	2,743	-	-	-	-	-
Cleaning Service Contract	13,430	13,967	14,526	15,107	15,711	16,340
Internet Streaming Service	1,110	1,154	1,201	1,249	1,299	1,350
General Insurance	34,527	35,908	37,344	38,838	40,392	42,007
Electricity	117,040	156,000	162,240	168,730	175,479	182,498
Water	6,121	6,366	6,620	6,885	7,161	7,447
Sewer	5,088	5,292	5,503	5,723	5,952	6,190
Garbage Removal	9,872	10,267	10,678	11,105	11,549	12,011
Natural Gas	17,223	35,000	36,400	37,856	39,370	40,945
Building Maint/Repairs	51,593	53,657	55,803	58,035	60,357	62,771
HVAC Permits	80	83	87	90	94	97
Total Other Charges & Services:	258,827	317,694	330,402	343,618	357,362	371,657
Debt Service	-	-	-	-	-	-
Temporary Bond Principal Payment	309,871	-	-	-	-	-
Total Debt Service:	309,871	316,695	342,758	340,463	342,563	338,888
TOTAL ALLOWED STATE EXPENDITURES	568,698	634,389	673,160	684,080	699,925	710,544
Allowable Expenditures Less Revenue	\$ (113,407)	\$ (97,166)	\$ (98,281)	\$ (99,210)	\$ (100,138)	\$ (101,067)
USER RATES						
GRAHA	1468	1450	1450	1450	1450	1450
Star of the North Skating	160	160	160	160	160	160
Total Annual Hours	1628	1610	1610	1610	1610	1610
Initial Hourly Rate - W/O Misc. Revenue Included	\$237.22	\$215.16	\$235.74	\$238.92	\$243.80	\$245.25
MISCELLANEOUS REVENUE						
Rent-Summer Ice and Hourly 210 hours Annually	36,039	32,340	33,600	34,650	35,700	36,750
Rent - Dry Floor	19,990	20,000	20,000	20,000	20,000	20,000
Rent - Table/Chair	3,847	2,000	2,000	2,000	2,000	2,000
Advertising Signs	54,233	50,000	50,000	50,000	50,000	50,000
Zamboni Advertising	7,500	4,000	4,000	4,000	4,000	4,000
Misc.	6,427	1,500	1,500	1,500	1,500	1,500
	128,036	109,840	111,100	112,150	113,200	114,250
Misc Revenue Deduct/Hour	\$69.66	\$60.35	\$61.04	\$61.62	\$62.20	\$62.77
Final Hourly Rate with Misc. Revenue	\$167.56	\$154.81	\$174.70	\$177.30	\$181.61	\$182.47

**A RESOLUTION APPROVING THE
YANMAR (CIVIC CENTER) FISCAL YEAR BUDGET FOR
2024/2025**

WHEREAS, The City of Grand Rapids accepted a \$5.0 million grant from the State of Minnesota; and

WHEREAS, The City entered into a grant agreement with the State in May of 2023; and

WHEREAS, The grant agreement, under Section 2.04, requires the City to adopt, by resolution, a budget for the operation of Civic Center, that clear shows forecasted revenues will be equal to or greater than forecasted expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

NOW THEREFORE BE IT RESOLVED that the City Council of Grand Rapids approves attached budget for Yanmar Arena (Civic Center) for fiscal year July 1, 2024 to June 30, 2025, and directs staff to submit said budget.

Adopted by the City Council of the City of Grand Rapids this 28th day of October, 2024.

Tasha Connelly, Mayor

ATTEST: Kim Gibeau, City Clerk



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28th, 2024
AGENDA ITEM: Consider quotes for Central School site work
PREPARED BY: Matt Wegwerth

BACKGROUND:

Public Works recently removed several dead/dying Elm trees from the grounds of Central School. Due to the size of these trees, the removal of the stumps and grading will need to be performed by an outside contractor.

Staff received two quotes for this work:

TNT Construction – \$13,950

Casper Construction – \$29,645

Staff recommend authorizing quotes and accepting low quote from TNT Construction. Project will be funded by Public Works Contracted Services budget.

REQUESTED COUNCIL ACTION:

Make a motion authorizing quotes and accepting low quote from TNT Construction in the amount of \$13,950 for grading on the Central School grounds.



PROPOSAL

Date: 10/23/2024
To: City of Grand Rapids
Attn: Kevin Koetz
Project: Central School Yard Grading
Location: Grand Rapids, MN

Item	Description	Total
1	Stump removal, lawn grading as discussed, topsoil borrow, and erosion control blanket	\$13,450.00
2	Add Alt Irrigation Repair - 1 sprinkler head with piping	\$500.00
TOTAL LUMP SUM PRICE		\$13,950.00

Notes:

N/A

Includes:

See Above

Excludes:

N/A

Thank you for the opportunity to quote.
 Sincerely,

Dominic Ellison

10/23/2024

Dominic Ellison
 Project Manager/Estimator
dominic@tnt-cg.com
 Cell 218-244-4166

Date

Acceptance

Date

** UNION CONTRACTOR



PO Box 480
 212 SE 10th Street
 Grand Rapids, MN 55744
 Phone: (218) 326-9637
 Fax: (218) 326-9638
 Email: estimates@caspercon.com

Date: 10/25/2024

CUSTOMER	JOB
CITY OF GRAND RAPIDS – PUBLIC WORKS	CENTRAL SCHOOL GRADING

BASE BID					
	REMOVE MOUND, GRADE, TOPSOIL, SEED/EROSION BLANKET				
BASE BID					\$22,390.00
ALTERNATE - BOULDEVARD					
ALTERNATE					\$7,255.00
TOTAL BID PRICE:					\$29,645.00

NOTES:

- This quote assumes work will take place this Fall.
- No concrete or bituminous repair/replacement.
- No frost/winter conditions.

Tom Alverson

Senior Estimator / Project Manager



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

AGENDA ITEM: Consider approving final payment in the amount of \$158,310.00 for Acoustical Panel Installation at Yanmar Arena

PREPARED BY: Glen Hodgson

BACKGROUND:

On June 10, 2024, the Council accepted a quotation from St. Cloud Acoustics (SCA) in the amount of \$140,460.00 for furnishing and installing acoustical panels at Yanmar Arena. On July 22, 2024, the Council accepted a supplemental quotation in the amount of \$17,850.00 from SCA to furnish and install additional panels.

The work covered by both quotations is complete and ready for final payment. Both ICS and I recommend approval of this final payment.

No previous payments have been made for this work.

The amount of this final payment is \$158,310 which is the sum of the two quotations.

REQUESTED COUNCIL ACTION:

Make a motion approving final payment in the amount of \$158,310.00 to St. Cloud Acoustics for installation of acoustical panels at Yanmar Arena.



REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

AGENDA ITEM: Consider approving 2 change orders for Yanmar Arena Project

PREPARED BY: Glen Hodgson

BACKGROUND:

Two change orders related to the Yanmar Arena project are presented for Council approval.

Change Order 32 for Work Scope 3 (General Construction) with TNT Construction Group:

- Provides for labor and materials to complete additional painting on the west, north, and south sides of the exterior of the building.
- Increases the TNT contract by \$2,355.61.
- Covers work that was necessary to complete weatherproofing on exterior masonry and to prepare a wall area to receive new Yanmar signage.
- Please note that some of the painting work was covered by existing line items in the contract.

Change Order 5 for Work Scope 6 (Fire Protection) with Summit Companies:

- Provides for labor and materials to adjust fire sprinkler heads in the south lobby of the arena.
- Increases the Summit contract by \$1,100.00
- Covers work that was necessary to maintain the functionality of the fire protection system.

It is my expectation that these are the last two change orders on the project.

REQUESTED COUNCIL ACTION:

Make a motion approving both these change orders.



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

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

Contract Change Order #032: CE #116 - TNT CO - Additional Exterior Painting

CONTRACT COMPANY:	TNT Construction Group, LLC 40 County Road 63 Grand Rapids, Minnesota 55744	CONTRACT FOR:	SC-S19041C-003:Work Scope 03 - General Construction - TNT
DATE CREATED:	10/21/2024	CREATED BY:	Austin May (ICS - Park Rapids, MN)
CONTRACT STATUS:	Pending - In Review	REVISION:	0
REQUEST RECEIVED FROM:		LOCATION	
DESIGNATED REVIEWER:		REVIEWED BY:	
DUE DATE:		REVIEW DATE:	
INVOICED DATE:		PAID DATE:	
REFERENCE:		CHANGE REASON:	Client Request
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	0 days
FIELD CHANGE:	No	TOTAL AMOUNT:	\$2,355.61

DESCRIPTION:

CE #116 - TNT CO - Additional Exterior Painting

This CO is for the additional painting that was requested to be completed, per the Owner, on the East side of the arena.

****NOTE -- \$21,068.39 will be used against the remaining allowance balance, leaving \$2,355.61 (per this CO).**

ATTACHMENTS:

[Revised Ext Painting.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #032

#	Cost Code	Description	Type	Amount
1	5-5.03 - Work Scope 03	TNT CO - Additional Exterior Painting	Other	\$ 2,355.61
Subtotal:				\$2,355.61
Grand Total:				\$2,355.61

The original (Contract Sum)	\$ 2,370,100.00
Net change by previously authorized Change Orders	\$ 636,467.36
The contract sum prior to this Change Order was	\$ 3,006,567.36
The contract sum would be changed by this Change Order in the amount of	\$ 2,355.61
The new contract sum including this Change Order will be	\$ 3,008,922.97
The contract time will not be changed by this Change Order by 0 days	



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

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

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

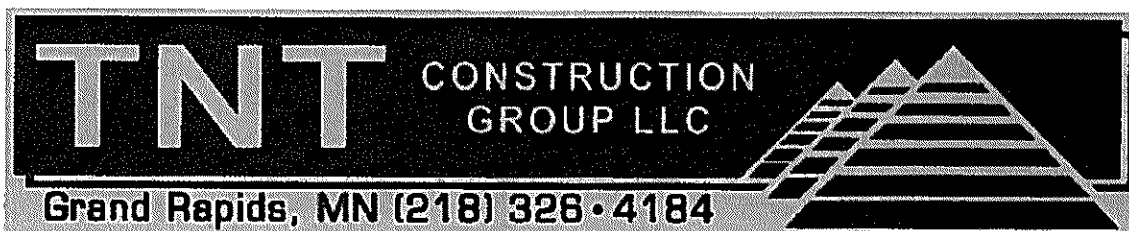
City of Grand Rapids
420 North Pokegama Ave
Grand Rapids Minnesota
55744

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE

SIGNATURE DATE



TNT Construction Group

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

Proposal/Change order

- Today's Date 10-2-24
- Proposal submitted to: ICS
- Project name: IRA Civic Center Bid Pack 2
- Project Location: Grand Rapids MN
- Description of work: misc paint exterior of IRA
- Date of drawings: N/A
- Addendums

Proposal Includes,

Steinbrecher Painting	20,739.00
TNT O&P	2,073.00
Service order 8-30-24	612.00

We propose hereby to furnish equipment, material, and labor for the sum of:
Twenty Three Thousand Four Hundred Twenty Four Dollars 00/100 (Bid Total:\$ 23,424.00)

Signed and prepared by: 

Project Manager/Estimator, Clay Witkofsky

clay@tnt-cg.com

218-398-2141 Mobile. 218-326-1881 Office. 218-326-9296 Fax.

Hammerlund Inc. UNION CONTRACTOR

40 County Road 63, Grand Rapids, MN 55744

Web site: <http://hammerlundconstruction.com>

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

Acceptance of proposal: Signed _____ Date: _____



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

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

Contract Change Order #005: CE #123 - Summit CO - Contract Difference per CO's

CONTRACT COMPANY: Summit Companies - Duluth Office
CONTRACT FOR: SC-S19041C-006:WS 06 Fire Protection - Summit
DATE CREATED: 10/21/2024
CREATED BY: Austin May (ICS - Park Rapids, MN)
CONTRACT STATUS: Pending - In Review
REVISION: 0
REQUEST RECEIVED FROM:
LOCATION:
DESIGNATED REVIEWER:
REVIEWED BY:
DUE DATE:
REVIEW DATE:
INVOICED DATE:
PAID DATE:
REFERENCE:
CHANGE REASON: Allowance
PAID IN FULL: No
EXECUTED: No
ACCOUNTING METHOD: Amount Based
SCHEDULE IMPACT:
FIELD CHANGE: No
TOTAL AMOUNT: \$1,100.00

DESCRIPTION:
CE #123 - Summit CO - Contract Difference per CO's
Per the attached correspondence, there was a \$1,100.00 "gap" with what Summit provided, via CO's, and what was actually paid. This amount makes up the difference.

ATTACHMENTS:
RE EXT Summit Fire Final Payment.pdf

CHANGE ORDER LINE ITEMS:
CCO #005

Table with 5 columns: #, Cost Code, Description, Type, Amount. Row 1: 1, 5-5.06 - Work Scope 06, Summit - Contract Difference per CO's, Other, \$ 1,100.00. Subtotal: \$1,100.00. Grand Total: \$1,100.00.

The original (Contract Sum) \$ 195,900.00
Net change by previously authorized Change Orders \$ 11,400.00
The contract sum prior to this Change Order was \$ 207,300.00
The contract sum would be changed by this Change Order in the amount of \$ 1,100.00
The new contract sum including this Change Order will be \$ 208,400.00
The contract time will not be changed by this Change Order by

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

Summit Companies - Duluth Office
1902 West First Street
Duluth Minnesota 55802

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

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

SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE SIGNATURE DATE



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28th, 2024

AGENDA ITEM: Consider adopting an Ordinance establishing Franchise Agreements.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City has been reviewing various options for funding the Street Improvement Program. Currently, the city bonds for projects and utilizing the general levy for making loan payments. Franchise fees are a mechanism for generating revenue that is more equitable than utilizing property taxes. Non-profits, tax-exempt, government entities and churches currently do not assist with funding the street program but would with the franchise fee model.

In order to implement franchise fees, the first step is to establish Franchise Agreements with the three electric service providers within the City of Grand Rapids. Attached are ordinances with Grand Rapids Public Utilities, Minnesota Power and Lake Country Power.

Once the franchise agreements are approved, Council will consider setting the Franchise Fees at a subsequent meeting.

REQUESTED COUNCIL ACTION:

Make a motion adopting an Ordinance establishing Franchise Agreements with Grand Rapids Public Utilities, Lake Country Power, Minnesota Power and publish in short form.

**ORDINANCE NO. 24-__
CITY OF GRAND RAPIDS, MINNESOTA**

AN ORDINANCE OF THE CITY OF GRAND RAPIDS GRANTING TO THE GRAND RAPIDS PUBLIC UTILITIES COMMISSION, A MINNESOTA MUNICIPAL UTILITY, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF GRAND RAPIDS, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO A PORTION OF THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES; AND PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.

THE CITY COUNCIL OF THE CITY OF GRAND RAPIDS, MINNESOTA, DOES FIND AND ORDAIN, AND THE CITY CODE OF ORDINANCES IS HEREBY REVISED TO INCLUDE, THE FOLLOWING:

SECTION 1. DEFINITIONS. For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Grand Rapids, County of Itasca, State of Minnesota and the corporate limits thereof on the Effective Date and as they may be adjusted from time to time hereafter.

City Utility System. Facilities used for providing public utility service owned or operated by the City or an agency thereof, including storm sewer, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

Company. Grand Rapids Public Utilities Commission (GRPU), a Minnesota Municipal Utility, its successors and assigns including all successors or assignees that own or operate any part or parts of the Electric Facilities subject to this Franchise.

Company Service Area. Those areas within the City to which the Company has been assigned the right to provide electric service, as in effect on the Effective Date or as may be hereafter revised.

Council. The City Council of the City of Grand Rapids as from time to time constituted.

Effective Date. The effective date of this Ordinance.

Electric Facilities. Electric transmission and distribution substations, towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by the Company for the purpose of providing electric energy for public or private use.

Franchise. The grant of rights made by the City to the Company in this Ordinance, subject to its terms and conditions.

Notice. A writing served by any party or parties on any other party or parties at the following addresses:

If to the City: City Administrator
 City of Grand Rapids
 420 North Pokegama Avenue
 Grand Rapids, MN 55744

If to the Company: General Manager
 Grand Rapids Public Utilities Commission
 500 4th Street SE
 Grand Rapids, MN 55744

Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

Person. A natural person or any partnership, joint venture, corporation, cooperative, limited liability company or any public corporation, political subdivision or agency of the State or any other legal entity that may be created by law.

Public Ground. Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public and not a Public Way.

Public Way. Any public right-of-way within the City as defined by Minnesota Statutes, Section 237.162, subd. 3.

Utility. Transmitting, furnishing, transporting, distributing, delivering, selling, receiving, importing, manufacturing, or causing to be produced, transmitted, furnished, transported, delivered, sold, received, imported, or manufactured, electric energy, natural gas, mixed gas, heat, light, power, and services provided through a cable communication system.

Utility Service Provider. Any Person who performs any one or more of the activities of a Utility to or for the public or to or for any one or more persons within the corporate limits of the City.

SECTION 2. THE FRANCHISE.

2.1. **Grant of Franchise.** The City hereby grants the Company, for a term of twenty (20) years from the effective date of this Ordinance, the right to transmit and furnish electric energy for any public or private use within and through the Company Service Area. For these purposes, the Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds within the Company Service Area, subject to the provisions of this Ordinance. The Company may do all reasonable things necessary or customary to

accomplish these purposes, subject however, to all applicable design and safety codes, the provisions of this Ordinance, zoning ordinances, other applicable ordinances, permit procedures and the customary and necessary practices of the City.

2.2 **Not Exclusive.** This Franchise is not exclusive.

2.3. **Effective Date.** This Franchise shall be in force and effect from and after the adoption of this Ordinance and publication as required by law and upon the Company’s duly authorized acceptance as provided in Section 12 below.

2.4. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow the franchise to expire. However, in no event shall this franchise continue for more than one year after expiration of the 20 year term set forth in Section 2.1.

SECTION 3. LOCATIONS; CONSTRUCTION; OTHER REGULATIONS.

3.1. **Location of Facilities.** Electric Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt or interfere with the normal operation of any City Utility System. Electric Facilities may be located on Public Grounds as determined by the City. The Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Electric Facilities shall be subject to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this franchise agreement.

3.2. **Street Openings.** The Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance for which the City, which permit shall be issued without fee. Permit conditions imposed on the Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. The Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Electric Facilities and (ii) the Company gives telephone notice to the City before, if reasonably possible, commencement of the emergency repair. Within two business days after commencing the repair, the Company shall apply for any required permits (without fees).

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Way in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six (6) months thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt,

rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration of the Public Ground at the expense of the Company. The Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.3. The Company shall also post a construction performance bond consistent with provisions of the Minnesota Rules, parts 7819.3000 and 7819.0100, subpart 6.

3.4. **Avoidance of Damage.** The Company must take reasonable measures to prevent the Electric Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Electric Facilities from damage that could be inflicted on the Electric Facilities by persons, property, or the elements. The Company must take protective measures when the City performs work near the Electric Facilities, if given reasonable Notice by the City of such work prior to its commencement.

3.5. **Mapping Information.** The Company must promptly provide mapping information for any of its underground Electric Facilities in accordance with Minnesota Rules, parts 7819.4000 and 7819.4100.

3.6. **Shared Use of Poles.** The Company shall make space available on its poles or towers for City fire, police or other City facilities whenever such use will not interfere with the use of such poles or towers by the Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by the Company because of such use by City.

3.7. **Tree Trimming.** Subject to such procedures, regulation and supervision as the Council may reasonably establish, the Company may, at its cost, trim all trees and shrubs in the Public Ways located within the Company Service Area to the extent the Company finds it necessary to avoid interference with the proper construction, operation, repair and maintenance of any of the Company's Electric Facilities installed or maintained hereunder.

3.8. **Notice of City Improvements.** The City will give the Company reasonable advance Notice of plans for improvements to Public Ways and Public Ground in the Company Service Area where the City has reason to believe that the Company's Electric Facilities may affect or be affected by such improvements. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways and/or Public Ground upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or parcel of Public Ground is involved, the order in which the work is to proceed.

SECTION 4. ELECTRIC FACILITIES RELOCATION.

4.1. **Relocation in Public Ways.** The Company shall comply with Minnesota Rules, part 7819.3100 and applicable City ordinances consistent with law.

4.2. **Relocation in Public Grounds.** The City may require the Company at the Company's expense to relocate or remove its Electric Facilities from Public Ground upon a finding by the City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Such relocation shall comply with applicable ordinances consistent with law.

4.3. **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Electric Facilities made necessary because of the extension into or through the City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46.

4.4. **No Release of Liability.** Nothing contained herein shall relieve any third party from liability arising out of their failure to exercise reasonable care to avoid injuring the Company's Electric Facilities while performing any work connected with grading, regarding or changing the line of any Public Way or with any construction on or adjacent to any Public Way; provided, however, this Section 6.2 shall not limit the City's rights to indemnification under Section 7.1 nor shall the City in any way be liable to the Company for claims arising from the negligence of any third party.

SECTION 5. INDEMNIFICATION.

5.1. **Indemnification.** The City and the Company will each be responsible for its own acts or omissions and the results thereof to the extent authorized by law and shall not be responsible for the acts or omissions of any others and the results thereof. If at any time any claim of any kind is made against the City for injury to persons or property arising from the acts or failure to act by the Company, its agents, servants, or employees in connection with the operations of the Company under and pursuant to this Franchise, the Company shall fully indemnify, defend and hold harmless the City, its agents, servants or employees from any and all such claims, including, but not limited to, reimbursement of any reasonable attorneys' fees and costs and expenses the City may incur in handling, denying, or defending such claims. The Company's obligation to indemnify the City shall not extend to any injury to persons or property caused by the negligent act or failure to act by the City or any actions taken by the Company pursuant to directions of the City if performed within the scope of the City's directions without negligence by the Company. The City shall determine who will defend any such claims arising under this Section 6.1 and the Company will thereafter have complete control of such litigation; provided, however, the Company may not settle any such claims without the prior approval of the City, which approval will not be unreasonably withheld. This Section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and the Company, in defending any action shall be entitled to assert every defense or immunity that the City could itself assert in its own behalf. The Company's obligations under this Section shall survive the expiration, amendment, or termination of this Ordinance.

5.2. **Insurance.** The Company is required to maintain Commercial General Liability Insurance on an occurrence basis protecting it from claims for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence
- \$4,000,000 – annual aggregate

The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury Blanket Contractual Liability and Products and Completed Operations Liability.

The City must be endorsed as an Additional Insured.

With the City's consent, which shall not be unreasonably withheld, the Company shall have the option of providing a program of self-insurance to meet its obligation under this Ordinance. In such event, the Company shall submit to the city a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

5.3. Compliance with Laws; Hazardous Substances. In its operation under this Ordinance, the Company shall observe all federal, state and local laws, rules, regulations and orders with respect to the transmission, distribution, transformation or furnishing of electric energy and the handling of materials, substances and wastes deemed toxic or hazardous to health, natural resources or the environment (collectively, "Hazardous Substances"). The Company shall remove or remediate any Hazardous Substances located on, in or surrounding its Electric Facilities or caused to be located on, in or surrounding the Public Ways and Public Grounds or elsewhere in the City in compliance with all applicable laws, regulations and lawful government orders, and pay or cause to be paid all costs associated therewith. The indemnification terms and conditions of Section 6.1 shall apply to all claims made against the City by any Person, including any governmental agency, who or which asserts any right to costs, damages or other relief based upon the terms and conditions imposed upon the Company under this Section 6.3 or which arise from or are related to the Company's acts or failure to act in compliance with any law, rule, regulation or lawful order governing Hazardous Substances.

SECTION 6. VACATION OF PUBLIC WAYS. The City shall give the Company at least four (4) weeks prior written notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules, 7819.3200 and applicable ordinances consistent with law.

SECTION 7. ABANDONED FACILITIES. The Company shall comply with City ordinances, Minnesota Statutes, Sections 216D.01 et seq. and Minnesota Rules, part 7819.3300, as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

SECTION 8. FRANCHISE FEE.

8.1. Form. During the term of the franchise hereby granted, and in addition to permit fees being imposed or that the City has a right to impose, the City may charge the Company a franchise fee. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service to retail

customers within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of retail customers within the corporate limits of the City. The formula for a franchise fee based on units of energy delivered may incorporate both commodity and demand units. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class or combine the methods described in (i) - (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. If the Company claims that the City-required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City and reimburse the City's reasonable fees and costs in reviewing the formula. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the Company-proposed franchise fee formula and such review will not delay the implementation of the City-imposed fee.

8.2. **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least thirty (30) days after written notice enclosing such proposed ordinance has been served upon the Company. The fee shall become effective ten (10) days after written notice enclosing such adopted ordinance has been served upon the Company by certified mail.

8.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of electric energy within the City by any other electric energy supplier, provided that, as to such supplier, the City has the authority to require a franchise fee.

8.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time; however, the change shall meet the same notice requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

8.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon notwithstanding the franchise expiration as provided in section 2.6 above.

SECTION 9. DEFAULTS. If the Company shall be in default in the performance of any of the material terms and conditions of this Ordinance, and shall continue in default for more than thirty (30) days (or fails to initiate the cure of the default within said period and diligently pursue said cure, if the cure of the default cannot reasonably be accomplished within said 30 days) after receiving Notice from the City of such default, the City may elect to cure such default and charge the Company for the costs thereof.

SECTION 10. AMENDMENT PROCEDURE. Either party to this franchise agreement may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of the Company's written consent thereto with the City Clerk after City Council adoption of the amendatory ordinance and upon ninety (90) days notice. This amendatory procedure is subject, however, to the City's police power and franchise rights under Minnesota Statutes, Sections 216B.36 and 301B.01, which rights are not waived hereby.

SECTION 11. GENERAL PROVISIONS OF ORDINANCE.

11.1. **Governing Law.** This Franchise is granted and is intended to be performed in the State of Minnesota and shall be construed and enforced in accordance with the laws of the State of Minnesota. The Company shall be subject to personal jurisdiction in the State of Minnesota. All actions related to this Ordinance, or its enforcement shall be venued in the Ninth Judicial District in Itasca County.

11.2. **Limitation on Applicability.** This Ordinance constitutes a franchise between the City and the Company as the only parties and no provision of this Franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

11.3. **Assignment.** The Company may assign this Franchise without the prior approval of, but upon not less than thirty (30) days' prior Notice to, the City. Such Notice shall include the identity of and contact information for, the assignee and the statement of the assignee's plans and intentions for the operation of the Electric Facilities under this Franchise.

SECTION 12. ACCEPTANCE BY THE COMPANY.

12.1. **Acceptance by the Company.** The Company shall, within thirty (30) days after adoption of this Ordinance or any amendment thereto, file with the City Clerk in writing its acceptance or rejection as provided in Section 12.2. If such acceptance is not filed or if a rejection is filed within said period, the Company, by its continuing operations, shall be deemed to have accepted the terms and conditions of this Franchise or any amendment hereto, except with respect to such particulars as it may successfully challenge under the procedures specified in Section 12.2.

12.2. **Rejection Procedures.** A rejection of this Franchise or any amendment hereto may be made by the Company only upon the grounds that the terms and conditions hereof or of such amendment exceed the lawful authority of the City under the Constitutions or Laws of the United States or the State of Minnesota or are otherwise unlawful. Any rejection shall be submitted in writing to the City, stating with particularity the points and authorities of law upon which the Company relies. If the City fails to amend this Franchise or otherwise satisfy the Company's objections as stated within thirty (30) days of its receipt of the Company's rejection, the Company shall have the right thereafter to seek appropriate judicial or administrative relief based solely upon

those provisions it has alleged are unlawful in its rejection notice. If the Company fails to initiate such legal action within thirty (30) days from the expiration of the aforementioned thirty (30) day period provided for the City’s amendment or cure, the Company shall be deemed to have waived its objections and to have accepted the terms of this Franchise or any amendment hereto.

Adopted by the City Council of the City of Grand Rapids this ____ day of _____2024.

Tasha Connelly, Mayor

ATTEST:

Kim Gibeau, City Clerk

Published on the ____ day of _____, 2024, in the Grand Rapids Herald, a paper of general circulation within the City of Grand Rapids, Minnesota.

The provisions of the foregoing Ordinance are hereby accepted:

DATED _____, 2024.

By: _____
Its _____

By: _____
Its _____

**ORDINANCE NO. 24-__
CITY OF GRAND RAPIDS, MINNESOTA**

AN ORDINANCE OF THE CITY OF GRAND RAPIDS GRANTING TO MINNESOTA POWER, A MINNESOTA UTILITY CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF GRAND RAPIDS, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO A PORTION OF THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES; AND PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.

THE CITY COUNCIL OF THE CITY OF GRAND RAPIDS, MINNESOTA, DOES FIND AND ORDAIN, AND THE CITY CODE OF ORDINANCES IS HEREBY REVISED TO INCLUDE, THE FOLLOWING:

SECTION 1. DEFINITIONS. For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Grand Rapids, County of Itasca, State of Minnesota and the corporate limits thereof on the Effective Date and as they may be adjusted from time to time hereafter.

City Utility System. Facilities used for providing public utility service owned or operated by the City or an agency thereof, including storm sewer, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

Company. Minnesota Power, a Minnesota Utility Corporation, its successors and assigns including all successors or assignees that own or operate any part or parts of the Electric Facilities subject to this Franchise.

Company Service Area. Those areas within the City to which the Company has been assigned the right to provide electric service, as in effect on the Effective Date or as may be hereafter revised.

Council. The City Council of the City of Grand Rapids as from time to time constituted.

Effective Date. The effective date of this Ordinance.

Electric Facilities. Electric transmission and distribution substations, towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by the Company for the purpose of providing electric energy for public or private use.

Franchise. The grant of rights made by the City to the Company in this Ordinance, subject to its terms and conditions.

Notice. A writing served by any party or parties on any other party or parties at the following addresses:

If to the City: City Administrator
 City of Grand Rapids
 420 North Pokegama Avenue
 Grand Rapids, MN 55744

If to the Company: Vice President – Customer Experience
 Minnesota Power
 30 West Superior Street
 Duluth, MN 55802

Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

Person. A natural person or any partnership, joint venture, corporation, cooperative, limited liability company or any public corporation, political subdivision or agency of the State or any other legal entity that may be created by law.

Public Ground. Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public and not a Public Way.

Public Way. Any public right-of-way within the City as defined by Minnesota Statutes, Section 237.162, subd. 3

Utility. Transmitting, furnishing, transporting, distributing, delivering, selling, receiving, importing, manufacturing, or causing to be produced, transmitted, furnished, transported, delivered, sold, received, imported, or manufactured, electric energy, natural gas, mixed gas, heat, light, power, and services provided through a cable communication system.

Utility Service Provider. Any Person who performs any one or more of the activities of a Utility to or for the public or to or for any one or more persons within the corporate limits of the City.

SECTION 2. THE FRANCHISE.

2.1. **Grant of Franchise.** The City hereby grants the Company, for a term of twenty (20) years from the effective date of this Ordinance, the right to transmit and furnish electric energy for any public or private use within and through the Company Service Area. For these purposes, the Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds within the Company Service Area, subject to the provisions of this Ordinance. The Company may do all reasonable things necessary or customary to accomplish these purposes, subject however, to all applicable design and safety codes, the provisions of this

Ordinance, zoning ordinances, other applicable ordinances, permit procedures and the customary and necessary practices of the City. The streets, alleys, highways and public grounds included herein specifically include but are not limited to those:

Beginning at the intersection of the south boundary of Burlington Northern Santa Fe right-of-way and the westerly limits of the City; thence easterly along the southern boundary of said Burlington Northern Santa Fe rail way right-of-way until the same intersects with the UPM Blandin Paper Mill railroad spur; thence southeasterly along or near the said UPM Blandin Paper Mill spur to the UPM Blandin Paper Mill substation which is located in the vacated portion of Second Street West between 3rd and 4th Avenues West, all as graphically indicated by the red line on the attached print marked Exhibit A.

In consideration for the rights granted hereunder, the Company is hereby authorized to sell and distribute electric energy to the City of Grand Rapids and UPM Blandin Paper Mill within the City limits during the period covered by this Agreement, but nothing herein shall be construed as permitting the Company to dispose of or sell electric energy to any other person, firm, or public or private corporation within the City that is not within the Company Service Area, except by permission of the governing body of said City.

2.2 **Not Exclusive.** This Franchise is not exclusive.

2.3. **Effective Date.** This Franchise shall be in force and effect from and after the adoption of this Ordinance and publication as required by law and upon the Company’s duly authorized acceptance as provided in Section 12 below.

2.4 **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow the franchise to expire. However, in no event shall this franchise continue for more than one year after expiration of the 20 year term set forth in Section 2.1.

SECTION 3. LOCATIONS; CONSTRUCTION; OTHER REGULATIONS.

3.1. **Location of Facilities.** Electric Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt or interfere with the normal operation of any City Utility System. Electric Facilities may be located on Public Grounds as determined by the City. The Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Electric Facilities shall be subject to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this franchise agreement.

3.2 **Regulations.** The services to be provided and the rates to be charged by the Company are subject to the laws of the State of Minnesota; and the rates, rules and regulations

established from time to time by the Company, federal laws and regulations, and/or the Minnesota Public Utilities Commission (the “Commission”)

3.3. **Street Openings.** The Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, if required by a separate ordinance for which the City may impose a reasonable fee. Permit conditions imposed on the Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. The Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Electric Facilities and (ii) the Company gives telephone notice to the City before, if reasonably possible, commencement of the emergency repair. Within two business days after commencing the repair, the Company shall apply for any required permits and pay any required fees.

3.4. **Restoration.** After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Way in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore Public Ground to as good a condition as formerly existed. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt, rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration of the Public Ground at the expense of the Company. The Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.4. The Company shall also post a construction performance bond consistent with provisions of the Minnesota Rules, parts 7819.3000 and 7819.0100, subpart 6.

3.5. **Avoidance of Damage.** The Company must take reasonable measures to prevent the Electric Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Electric Facilities from damage that could be inflicted on the Electric Facilities by persons, property, or the elements. The Company must take protective measures when the City performs work near the Electric Facilities, if given reasonable Notice by the City of such work prior to its commencement.

3.6. **Mapping Information.** The Company must promptly provide mapping information for any of its underground Electric Facilities in accordance with Minnesota Rules, parts 7819.4000 and 7819.4100.

3.7. **Shared Use of Poles.** The Company shall, to the extent feasible, make space available on its poles or towers for City fire, police or other City facilities whenever such use will not interfere with the use of such poles or towers by the Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. In addition, the City shall pay for any added cost incurred by the Company because of such use by City, and shall enter into a License Agreement for Pole Attachment Rental with the Company containing terms and conditions substantially similar to those contained in other such Agreements that the Company has with other governmental entities.

3.8. **Tree Trimming.** Subject to such procedures, regulation and supervision as the Council may reasonably establish, the Company may, at its cost, trim all trees and shrubs in the Public Ways located within the Company Service Area to the extent the Company finds it necessary to avoid interference with the proper construction, operation, repair and maintenance of any of the Company's Electric Facilities installed or maintained hereunder.

3.9. **Notice of City Improvements.** The City will give the Company reasonable advance Notice of plans for improvements to Public Ways and Public Ground in the Company Service Area where the City has reason to believe that the Company's Electric Facilities may affect or be affected by such improvements. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways and/or Public Ground upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or parcel of Public Ground is involved, the order in which the work is to proceed.

3.10 **Other Property Rights of Company.** The provisions of the Ordinance apply only to Company facilities constructed in reliance on this franchise and the Company does not waive or modify its rights under any easement, prescriptive right, state or county permit, or other real property interests that Company may have in any public way or in any public ground.

SECTION 4. ELECTRIC FACILITIES RELOCATION.

4.1. **Relocation in Public Ways.** The Company shall comply with Minnesota Rules, part 7819.3100 and applicable City ordinances consistent with law.

4.2. **Relocation in Public Grounds.** The City may require the Company at the Company's expense to relocate or remove its Electric Facilities from Public Ground upon a finding by the City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Such relocation shall comply with applicable ordinances consistent with law.

4.3. **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Electric Facilities made necessary because of the extension into or through the City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46.

4.4. **No Release of Liability.** Nothing contained herein shall relieve any third party from liability arising out of their failure to exercise reasonable care to avoid injuring the Company's Electric Facilities while performing any work connected with grading, regarding or changing the line of any Public Way or with any construction on or adjacent to any Public Way; provided, however, this Section 4.4 shall not limit the City's rights to indemnification under Section 5.1 nor shall the City in any way be liable to the Company for claims arising from the negligence of any third party.

SECTION 5. INDEMNIFICATION.

5.1. **Indemnification.** If at any time any claim of any kind is made against the City for injury to persons or property arising from the acts or failure to act by the Company, its agents, servants, or employees in connection with the operations of the Company under and pursuant to this Franchise, the Company shall fully indemnify, defend and hold harmless the City, its agents, servants or employees from any and all such claims, including, but not limited to, reimbursement of any reasonable attorneys' fees and costs and expenses the City may incur in handling, denying, or defending such claims. The Company's obligation to indemnify the City shall not extend to any injury to persons or property caused by the negligent act or failure to act by the City or any actions taken by the Company pursuant to directions of the City if performed within the scope of the City's directions without negligence by the Company. The City shall determine who will defend any such claims arising under this Section 5.1 and the Company will thereafter have complete control of such litigation; provided, however, the Company may not settle any such claims without the prior approval of the City, which approval will not be unreasonably withheld. This Section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and the Company, in defending any action shall be entitled to assert every defense or immunity that the City could itself assert in its own behalf. The Company's obligations under this Section shall survive the expiration, amendment, or termination of this Ordinance.

5.2. **Insurance.** The Company is required to maintain Commercial General Liability Insurance on an occurrence basis protecting it from claims for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence
- \$4,000,000 – annual aggregate

The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury Blanket Contractual Liability and Products and Completed Operations Liability.

The City must be endorsed as an Additional Insured.

With the City's consent, which shall not be unreasonably withheld, the Company shall have the option of providing a program of self-insurance to meet its obligation under this Ordinance. In such event, the Company shall submit to the city a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

5.3. **Compliance with Laws; Hazardous Substances.** In its operation under this Ordinance, the Company shall observe all federal, state and local laws, rules, regulations and orders with respect to the transmission, distribution, transformation or furnishing of electric energy and the handling of materials, substances and wastes deemed toxic or hazardous to health, natural resources or the environment (collectively, "Hazardous Substances"). The Company shall remove or remediate any Hazardous Substances located on, in or surrounding its Electric Facilities or caused to be located on, in or surrounding the Public Ways and Public Grounds or elsewhere in the City in compliance

with all applicable laws, regulations and lawful government orders, and pay or cause to be paid all costs associated therewith. The indemnification terms and conditions of Section 5.1 shall apply to all claims made against the City by any Person, including any governmental agency, who or which asserts any right to costs, damages or other relief based upon the terms and conditions imposed upon the Company under this Section 5.3 or which arise from or are related to the Company's acts or failure to act in compliance with any law, rule, regulation or lawful order governing Hazardous Substances.

SECTION 6. VACATION OF PUBLIC WAYS. The City shall give the Company at least four (4) weeks prior written notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules, 7819.3200 and applicable ordinances consistent with law.

SECTION 7. ABANDONED FACILITIES. The Company shall comply with City ordinances, Minnesota Statutes, Sections 216D.01 et seq. and Minnesota Rules, part 7819.3300, as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

SECTION 8. FRANCHISE FEE.

8.1. **Form.** During the term of the franchise hereby granted, and in addition to permit fees being imposed or that the City has a right to impose, the City may charge the Company a franchise fee. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service to retail customers within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of retail customers within the corporate limits of the City. The formula for a franchise fee based on units of energy delivered may incorporate both commodity and demand units. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class or combine the methods described in (i) - (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. If the Company claims that the City-required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City and reimburse the City's reasonable fees and costs in reviewing the formula. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the Company-proposed franchise fee formula and such review will not delay the implementation of the City-imposed fee.

8.2. **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least thirty (30) days after written notice enclosing such proposed ordinance has been served upon the Company. The fee shall become effective in the Company's first full billing cycle that is at least sixty (60) days following the Company's filing notifying the Commission of such fee and including a copy of Company's tariff sheet for the franchise fee.

8.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount

on the sale of electric energy within the City by any other electric energy supplier, provided that, as to such supplier, the City has the authority to require a franchise fee.

8.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time; however, the change shall meet the same notice requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

8.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon notwithstanding the franchise expiration as provided in section 2.4 above.

SECTION 9. DEFAULTS. If the Company shall be in default in the performance of any of the material terms and conditions of this Ordinance, and shall continue in default for more than thirty (30) days (or fails to initiate the cure of the default within said period and diligently pursue said cure, if the cure of the default cannot reasonably be accomplished within said 30 days) after receiving Notice from the City of such default, the City may elect to cure such default and charge the Company for the costs thereof.

SECTION 10. AMENDMENT PROCEDURE. Either party to this franchise agreement may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of the Company's written consent thereto with the City Clerk after City Council adoption of the amendatory ordinance and upon ninety (90) days notice. This amendatory procedure is subject, however, to the City's police power and franchise rights under Minnesota Statutes, Sections 216B.36 and 301B.01, which rights are not waived hereby.

SECTION 11. GENERAL PROVISIONS OF ORDINANCE.

11.1. **Governing Law.** This Franchise is granted and is intended to be performed in the State of Minnesota and shall be construed and enforced in accordance with the laws of the State of Minnesota. The Company shall be subject to personal jurisdiction in the State of Minnesota. All actions related to this Ordinance, or its enforcement shall be venued in the Ninth Judicial District in Itasca County.

11.2. **Limitation on Applicability.** This Ordinance constitutes a franchise between the City and the Company as the only parties and no provision of this Franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

11.3. **Assignment.** The Company may assign this Franchise without the prior approval of, but upon not less than thirty (30) days' prior Notice to, the City. Such Notice shall include the identity of and contact information for, the assignee and the statement of the assignee's plans and intentions for the operation of the Electric Facilities under this Franchise.

SECTION 12. ACCEPTANCE BY THE COMPANY.

12.1. **Acceptance by the Company.** The Company shall, within thirty (30) days after adoption of this Ordinance or any amendment thereto, file with the City Clerk in writing its acceptance or rejection as provided in Section 12.2. If such acceptance is not filed or if a rejection is filed within said period, the Company, by its continuing operations, shall be deemed to have accepted the terms and conditions of this Franchise or any amendment hereto, except with respect to such particulars as it may successfully challenge under the procedures specified in Section 12.2.

12.2. **Rejection Procedures.** A rejection of this Franchise or any amendment hereto may be made by the Company only upon the grounds that the terms and conditions hereof or of such amendment exceed the lawful authority of the City under the Constitutions or Laws of the United States or the State of Minnesota or are otherwise unlawful. Any rejection shall be submitted in writing to the City, stating with particularity the points and authorities of law upon which the Company relies. If the City fails to amend this Franchise or otherwise satisfy the Company's objections as stated within thirty (30) days of its receipt of the Company's rejection, the Company shall have the right thereafter to seek appropriate judicial or administrative relief based solely upon those provisions it has alleged are unlawful in its rejection notice. If the Company fails to initiate such legal action within thirty (30) days from the completion of the mediation of the dispute pursuant to Section 14 below, the Company shall be deemed to have waived its objections and to have accepted the terms of this Franchise or any amendment hereto.

SECTION 13. PREVIOUS FRANCHISES SUPERSEDED. This Agreement supersedes and cancels the franchise Agreement between the City of Grand Rapids and the Company dated February 24, 2006. In the event that a provision of any other City ordinance conflicts with the provision of this Agreement, the provisions of this Agreement shall prevail.

SECTION 14. MEDIATION. The parties agree to promptly submit to mediation (within ten (10) working days of reaching an impasse) any dispute or controversy arising under this agreement that cannot be resolved by the parties through direct communication without mediation. The parties further agree to mediate in good faith. The mediator to be selected shall be listed on the Minnesota Roster of Neutrals and shall either be selected by the mutual agreement of the parties or by each party submitting a list of up to three (3) qualified mediators and then alternately striking names. The parties shall flip a coin to determine which party shall strike the first name. The parties shall equally share the costs of mediation. This procedure shall be followed before either party may file an action/complaint with a court of competent jurisdiction or any regulatory agency.

Adopted by the City Council of the City of Grand Rapids this ____ day of _____ 2024.

Tasha Connelly, Mayor

ATTEST:

Kim Gibeau, City Clerk

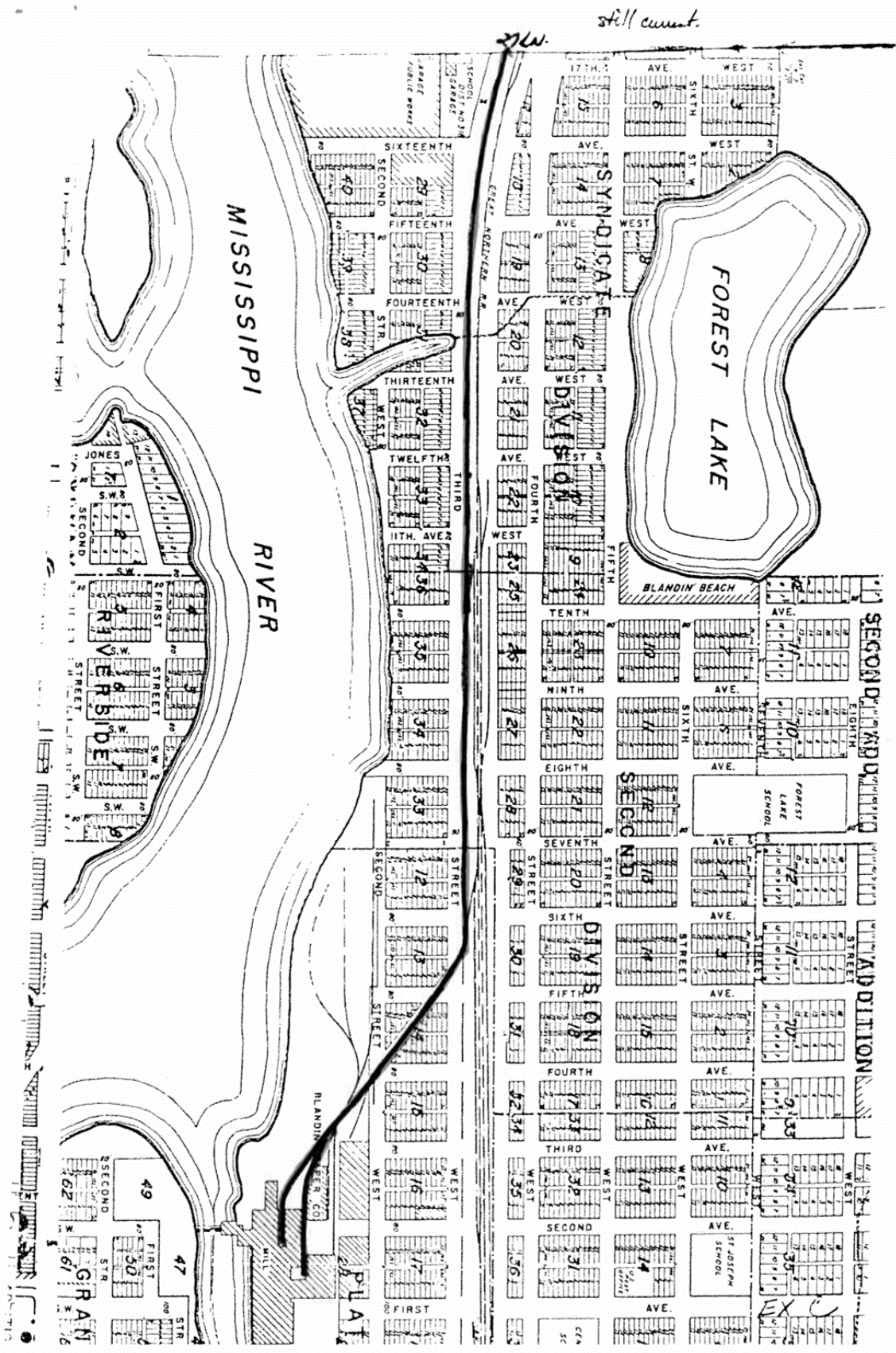
Published on the ____ day of _____, 2024, in the Grand Rapids Herald, a paper of general circulation within the City of Grand Rapids, Minnesota.

The provisions of the foregoing Ordinance are hereby accepted:

DATED _____, 2024.

By: _____
Its _____

By: _____
Its _____



**ORDINANCE NO. 24-__
CITY OF GRAND RAPIDS, MINNESOTA**

AN ORDINANCE OF THE CITY OF GRAND RAPIDS GRANTING TO LAKE COUNTRY POWER, A MINNESOTA COOPERATIVE CORPORATION, ITS SUCCESSORS AND ASSIGNS, A NONEXCLUSIVE FRANCHISE TO CONSTRUCT, OPERATE, REPAIR AND MAINTAIN IN THE CITY OF GRAND RAPIDS, MINNESOTA, AN ELECTRIC DISTRIBUTION SYSTEM AND TRANSMISSION LINES, INCLUDING NECESSARY POLES, LINES, FIXTURES AND APPURTENANCES, FOR THE FURNISHING OF ELECTRIC ENERGY TO A PORTION OF THE CITY, ITS INHABITANTS, AND OTHERS, AND TO USE THE PUBLIC WAYS AND PUBLIC GROUNDS OF THE CITY FOR SUCH PURPOSES; AND PRESCRIBING CERTAIN TERMS AND CONDITIONS THEREOF.

THE CITY COUNCIL OF THE CITY OF GRAND RAPIDS, MINNESOTA, DOES FIND AND ORDAIN, AND THE CITY CODE OF ORDINANCES IS HEREBY REVISED TO INCLUDE, THE FOLLOWING:

SECTION 1. DEFINITIONS. For purposes of this Ordinance, the following capitalized terms listed in alphabetical order shall have the following meanings:

City. The City of Grand Rapids, County of Itasca, State of Minnesota and the corporate limits thereof on the Effective Date and as they may be adjusted from time to time hereafter.

City Utility System. Facilities used for providing public utility service owned or operated by the City or an agency thereof, including storm sewer, street lighting and traffic signals, but excluding facilities for providing heating, lighting, or other forms of energy.

Company. Lake Country Power, a Minnesota Cooperative Corporation, its successors and assigns including all successors or assignees that own or operate any part or parts of the Electric Facilities subject to this Franchise.

Company Service Area. Those areas within the City to which the Company has been assigned the right to provide electric service, as in effect on the Effective Date or as may be hereafter revised.

Council. The City Council of the City of Grand Rapids as from time to time constituted.

Effective Date. The effective date of this Ordinance.

Electric Facilities. Electric transmission and distribution substations, towers, poles, lines, guys, anchors, conduits, fixtures, and necessary appurtenances owned or operated by the Company for the purpose of providing electric energy for public or private use.

Franchise. The grant of rights made by the City to the Company in this Ordinance, subject to its terms and conditions.

Notice. A writing served by any party or parties on any other party or parties at the following addresses:

If to the City: City Administrator
 City of Grand Rapids
 420 North Pokegama Avenue
 Grand Rapids, MN 55744

If to the Company: General Manager
 Lake Country Power
 26039 Bear Ridge Drive
 Cohasset, MN 55721

Any party may change its respective address for the purpose of this Ordinance by written notice to the other parties.

Person. A natural person or any partnership, joint venture, corporation, cooperative, limited liability company or any public corporation, political subdivision or agency of the State or any other legal entity that may be created by law.

Public Ground. Land owned or otherwise controlled by the City for park, open space or similar public purpose, which is held for use in common by the public and not a Public Way.

Public Way. Any public right-of-way within the City as defined by Minnesota Statutes, Section 237.162, subd. 3.

Utility. Transmitting, furnishing, transporting, distributing, delivering, selling, receiving, importing, manufacturing, or causing to be produced, transmitted, furnished, transported, delivered, sold, received, imported, or manufactured, electric energy, natural gas, mixed gas, heat, light, power, and services provided through a cable communication system.

Utility Service Provider. Any Person who performs any one or more of the activities of a Utility to or for the public or to or for any one or more persons within the corporate limits of the City.

SECTION 2. THE FRANCHISE.

2.1. **Grant of Franchise.** The City hereby grants the Company, for a term of twenty (20) years from the effective date of this Ordinance, the right to transmit and furnish electric energy for any public or private use within and through the Company Service Area. For these purposes, the Company may construct, operate, repair and maintain Electric Facilities in, on, over, under and across the Public Ways and Public Grounds within the Company Service Area, subject to the provisions of this Ordinance. The Company may do all reasonable things necessary or customary to

accomplish these purposes, subject however, to all applicable design and safety codes, the provisions of this Ordinance, zoning ordinances, other applicable ordinances, permit procedures and the customary and necessary practices of the City.

2.2 **Not Exclusive.** This Franchise is not exclusive.

2.3. **Effective Date.** This Franchise shall be in force and effect from and after the adoption of this Ordinance and publication as required by law and upon the Company's duly authorized acceptance as provided in Section 12 below.

2.4. **Continuation of Franchise.** If the City and the Company are unable to agree on the terms of a new franchise by the time this franchise expires, this franchise will remain in effect until a new franchise is agreed upon, or until 90 days after the City or the Company serves written Notice to the other party of its intention to allow the franchise to expire. However, in no event shall this franchise continue for more than one year after expiration of the 20 year term set forth in Section 2.1.

SECTION 3. LOCATIONS; CONSTRUCTION; OTHER REGULATIONS.

3.1. **Location of Facilities.** Electric Facilities shall be located, constructed, and maintained so as not to interfere with the safety and convenience of ordinary travel along and over Public Ways and so as not to disrupt or interfere with the normal operation of any City Utility System. Electric Facilities may be located on Public Grounds as reasonably determined by the City. The Company's construction, reconstruction, operation, repair, maintenance, location and relocation of Electric Facilities shall be subject to other reasonable regulations of the City consistent with authority granted the City to manage its Public Ways and Public Grounds under state law, to the extent not inconsistent with a specific term of this franchise agreement

3.2. **Street Openings.** The Company shall not open or disturb the surface of any Public Way or Public Ground for any purpose without first having obtained a permit from the City, which permit shall be issued without fee. Permit conditions imposed on the Company shall not be more burdensome than those imposed on other utilities for similar facilities or work. The Company may, however, open and disturb the surface of any Public Way or Public Ground without a permit if (i) an emergency exists requiring the immediate repair of Electric Facilities and (ii) the Company gives telephone notice to the City before, if reasonably possible, commencement of the emergency repair. Within two business days after commencing the repair, the Company shall apply for any required permits (without fees).

3.3. **Restoration.** After undertaking any work requiring the opening of any Public Way, the Company shall restore the Public Way in accordance with Minnesota Rules, part 7819.1100 and applicable City ordinances consistent with law. The Company shall restore Public Ground to as good a condition as formerly existed, and shall maintain the surface in good condition for six (6) months thereafter. All work shall be completed as promptly as weather permits, and if Company shall not promptly perform and complete the work, remove all dirt,

rubbish, equipment and material, and put the Public Ground in the said condition, the City shall have, after demand to Company to cure and the passage of a reasonable period of time following the demand, but not to exceed five days, the right to make the restoration of the Public Ground at the expense of the Company. The Company shall pay to the City the cost of such work done for or performed by the City. This remedy shall be in addition to any other remedy available to the City for noncompliance with this Section 3.3.

3.4. **Avoidance of Damage.** The Company must take reasonable measures to prevent the Electric Facilities from causing damage to persons or property. The Company must take reasonable measures to protect the Electric Facilities from damage that could be inflicted on the Electric Facilities by persons, property, or the elements. The Company must take protective measures when the City performs work near the Electric Facilities, if given reasonable Notice by the City of such work prior to its commencement.

3.5. **Mapping Information.** The Company must promptly provide mapping information for any of it underground Electric Facilities in accordance with Minnesota Rules, parts 7819.4000 and 7819.4100.

3.6. **Shared Use of Poles.** The Company shall make space available on its poles or towers for City fire, police or other City facilities whenever such use will not interfere with the use of such poles or towers by the Company, by another electric utility, by a telephone utility, or by any cable television company or other form of communication company. Prior to allowing the City to make space available on its poles or towers as set forth herein, the Company and City shall mutually agree on an attachment fee and the terms and conditions of the attachments. In addition, the City shall pay for any added cost incurred by the Company because of such use by City. The installation and placement of any of the foregoing shall comply with the National Electric Safety Code.

3.7. **Tree Trimming.** Subject to such procedures, regulation and supervision as the Council may reasonably establish, the Company may, at its cost, trim all trees and shrubs in the Public Ways located within the Company Service Area to the extent the Company finds it necessary to avoid interference with the proper construction, operation, repair and maintenance of any of the Company's Electric Facilities installed or maintained hereunder.

3.8. **Notice of City Improvements.** The City will give the Company reasonable advance Notice of plans for improvements to Public Ways and Public Ground in the Company Service Area where the City has reason to believe that the Company's Electric Facilities may affect or be affected by such improvements. The Notice will contain: (i) the nature and character of the improvements, (ii) the Public Ways and/or Public Ground upon which the improvements are to be made, (iii) the extent of the improvements, (iv) the time when the City will start the work, and (v) if more than one Public Way or parcel of Public Ground is involved, the order in which the work is to proceed.

SECTION 4. ELECTRIC FACILITIES RELOCATION.

4.1. **Relocation in Public Ways.** Except as set forth herein, the Company shall comply with Minnesota Rules, part 7819.3100 and applicable City ordinances consistent with law.

4.2. **Relocation in Public Grounds.** The City may require the Company at the Company's expense to relocate or remove its Electric Facilities from Public Ground upon a finding by the City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground. Such relocation shall comply with applicable ordinances consistent with law. In the event the City requests relocation, rearrangement, or removal of Company's Electric Facilities for reasons other than: (a) a finding by the City that the Electric Facilities have become or will become a substantial impairment to the existing or proposed public use of the Public Ground, (b) to prevent interference in connection with a public project, such as a road improvement, or (c) as the City may reasonably determine necessary to further public health or safety, the City shall promptly reimburse the Company for all of Company's costs and expenses related to the relocation, rearrangement, or removal of the Company's Electric Facilities.

4.3. **Projects with Federal Funding.** Relocation, removal, or rearrangement of any Electric Facilities made necessary because of the extension into or through the City of a federally-aided highway project shall be governed by the provisions of Minnesota Statutes, Section 161.46.

4.4 **No Release of Liability.** Nothing contained herein shall relieve any third party from liability arising out of their failure to exercise reasonable care to avoid injuring the Company's Electric Facilities while performing any work connected with grading, regarding or changing the line of any Public Way or with any construction on or adjacent to any Public Way.

SECTION 5. INDEMNIFICATION.

5.1. **Indemnification.** If at any time any claim of any kind is made against the City for injury to persons or property arising from the acts or failure to act by the Company, its agents, servants, or employees in connection with the operations of the Company under and pursuant to this Franchise, the Company shall fully indemnify, defend and hold harmless the City, its agents, servants or employees from any and all such claims, including, but not limited to, reimbursement of any reasonable attorneys' fees and costs and expenses the City may incur in handling, denying, or defending such claims. The Company's obligation to indemnify the City shall not extend to any injury to persons or property caused by the negligent act or failure to act by the City or any actions taken by the Company pursuant to directions of the City if performed within the scope of the City's directions without negligence by the Company. The Parties shall determine who will defend any such claims arising under this Section 6.1 and the Company will have complete control of such litigation; provided, however, the Company may not settle any such claims without the prior approval of the City, which approval will not be unreasonably withheld. This Section is not, as to third parties, a waiver of any defense or immunity otherwise available to the City; and the Company, in defending any action shall be entitled to assert every defense or immunity that the City

could itself assert in its own behalf. The Company's obligations under this Section shall survive the expiration, amendment, or termination of this Ordinance.

5.2. **Insurance.** The Company is required to maintain Commercial General Liability Insurance on an occurrence basis protecting it from claims for damages for bodily injury, including death, and for claims for property damage, which may arise from operations under this Ordinance. Insurance minimum limits are as follows:

- \$2,000,000 – per occurrence
- \$4,000,000 – annual aggregate

The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury Blanket Contractual Liability and Products and Completed Operations Liability.

The City must be endorsed as an Additional Insured.

With the City's consent, which shall not be unreasonably withheld, the Company shall have the option of providing a program of self-insurance to meet its obligation under this Ordinance. In such event, the Company shall submit to the city a Certificate of Self-Insurance or other documents showing proof of its financial responsibility.

5.3. **Compliance with Laws; Hazardous Substances.** In its operation under this Ordinance, the Company shall observe all federal, state and local laws, rules, regulations and orders with respect to the transmission, distribution, transformation or furnishing of electric energy and the handling of materials, substances and wastes deemed toxic or hazardous to health, natural resources or the environment (collectively, "Hazardous Substances"). The Company shall remove or remediate any Hazardous Substances located on, in or surrounding its Electric Facilities or caused to be located on, in or surrounding the Public Ways and Public Grounds or elsewhere in the City in compliance with all applicable laws, regulations and lawful government orders, and pay or cause to be paid all costs associated therewith. The indemnification terms and conditions of Section 5.1 shall apply to all claims made against the City by any Person, including any governmental agency, who or which asserts any right to costs, damages or other relief based upon the terms and conditions imposed upon the Company under this Section 5.3 or which arise from or are related to the Company's acts or failure to act in compliance with any law, rule, regulation or lawful order governing Hazardous Substances.

SECTION 6. VACATION OF PUBLIC WAYS. The City shall give the Company at least four (4) weeks prior written notice of a proposed vacation of a Public Way. The City and the Company shall comply with Minnesota Rules, 7819.3200 and applicable ordinances consistent with law. In accordance with Minnesota Rules, Part 7819.3200, as amended, if the City's order directing vacation of a Public Way does not require relocation of the Company's Electric Facilities, the vacation proceeding shall not be deemed to deprive the Company of its rights to continue to use the right-of-way of the former Public Way for its Electric Facilities installed prior to such order of vacation, unless it would not be in the public interests as contemplated by Minnesota Rules, Part 7819.3200, as amended.

SECTION 7. ABANDONED FACILITIES. The Company shall comply with City ordinances, Minnesota Statutes, Sections 216D.01 et seq. and Minnesota Rules, part 7819.3300, as they may be amended from time to time. The Company shall maintain records describing the exact location of all abandoned and retired Facilities within the City, produce such records at the City's request and comply with the location requirements of Section 216D.04 with respect to all Facilities, including abandoned and retired Facilities.

SECTION 8. FRANCHISE FEE.

8.1. **Form.** During the term of the franchise hereby granted, and in addition to permit fees being imposed or that the City has a right to impose, the City may charge the Company a franchise fee. The fee may be (i) a percentage of gross revenues received by the Company for its operations within the City, or (ii) a flat fee per customer based on metered service to retail customers within the City or on some other similar basis, or (iii) a fee based on units of energy delivered to any class of retail customers within the corporate limits of the City. The formula for a franchise fee based on units of energy delivered may incorporate both commodity and demand units. The method of imposing the franchise fee, the percentage of revenue rate, or the flat rate based on metered service may differ for each customer class or combine the methods described in (i) - (iii) above in assessing the fee. The City shall seek to use a formula that provides a stable and predictable amount of fees, without placing the Company at a competitive disadvantage. If the Company claims that the City-required fee formula is discriminatory or otherwise places the Company at a competitive disadvantage, the Company shall provide a formula that will produce a substantially similar fee amount to the City and reimburse the City's reasonable fees and costs in reviewing the formula. The City will attempt to accommodate the Company but is under no franchise obligation to adopt the Company-proposed franchise fee formula and such review will not delay the implementation of the City-imposed fee.

8.2. **Separate Ordinance.** The franchise fee shall be imposed by separate ordinance duly adopted by the City Council, which ordinance shall not be adopted until at least thirty (30) days after written notice enclosing such proposed ordinance has been served upon the Company. The fee shall become effective ten (10) days after written notice enclosing such adopted ordinance has been served upon the Company by certified mail.

8.3. **Condition of Fee.** The separate ordinance imposing the fee shall not be effective against the Company unless it lawfully imposes a fee of the same or substantially similar amount on the sale of electric energy within the City by any other electric energy supplier, provided that, as to such supplier, the City has the authority to require a franchise fee.

8.4. **Collection of Fee.** The franchise fee shall be payable not less than quarterly during complete billing months of the period for which payment is to be made. The franchise fee formula may be changed from time to time; however, the change shall meet the same notice requirements and the fee may not be changed more often than annually. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City. Such fee is subject to subsequent reductions to account for uncollectibles and customer refunds incurred by the Company. The Company agrees to make available for inspection by the City at reasonable times all records necessary to audit the Company's determination of the franchise fee payments.

8.5. **Continuation of Franchise Fee.** If this franchise expires and the City and the Company are unable to agree upon terms of a new franchise, the franchise fee, if any being imposed by the City at the time this franchise expires, will remain in effect until a new franchise is agreed upon notwithstanding the franchise expiration as provided in section 2.6 above.

SECTION 9. DEFAULTS. If the Company shall be in default in the performance of any of the material terms and conditions of this Ordinance, and shall continue in default for more than thirty (30) days (or fails to initiate the cure of the default within said period and diligently pursue said cure, if the cure of the default cannot reasonably be accomplished within said 30 days) after receiving Notice from the City of such default, the City may elect to cure such default and charge the Company for the costs thereof.

SECTION 10. AMENDMENT PROCEDURE. Either party to this franchise agreement may at any time propose that the agreement be amended. This Ordinance may be amended at any time by the City passing a subsequent ordinance declaring the provisions of the amendment, which amendatory ordinance shall become effective upon the filing of the Company's written consent thereto with the City Clerk after City Council adoption of the amendatory ordinance and upon ninety (90) days notice. This amendatory procedure is subject, however, to the City's police power and franchise rights under Minnesota Statutes, Sections 216B.36 and 301B.01, which rights are not waived hereby.

SECTION 11. GENERAL PROVISIONS OF ORDINANCE.

11.1. **Governing Law.** This Franchise is granted and is intended to be performed in the State of Minnesota and shall be construed and enforced in accordance with the laws of the State of Minnesota. The Company shall be subject to personal jurisdiction in the State of Minnesota. All actions related to this Ordinance, or its enforcement shall be venued in the Ninth Judicial District in Itasca County.

11.2. **Limitation on Applicability.** This Ordinance constitutes a franchise between the City and the Company as the only parties and no provision of this Franchise shall in any way inure to the benefit of any third person (including the public at large) so as to constitute any such person as a third party beneficiary of the agreement or of any one or more of the terms hereof, or otherwise give rise to any cause of action in any person not a party hereto.

11.3. **Assignment.** The Company may assign this Franchise without the prior approval of, but upon not less than thirty (30) days' prior Notice to, the City. Such Notice shall include the identity of and contact information for, the assignee and the statement of the assignee's plans and intentions for the operation of the Electric Facilities under this Franchise.

SECTION 12. ACCEPTANCE BY THE COMPANY.

12.1. **Acceptance by the Company.** The Company shall, within thirty (30) days after adoption of this Ordinance or any amendment thereto, file with the City Clerk in writing its acceptance or rejection as provided in Section 12.2. If such acceptance is not filed or if a rejection

is filed within said period, the Company, by its continuing operations, shall be deemed to have accepted the terms and conditions of this Franchise or any amendment hereto, except with respect to such particulars as it may successfully challenge under the procedures specified in Section 12.2.

12.2. Rejection Procedures. A rejection of this Franchise or any amendment hereto may be made by the Company only upon the grounds that the terms and conditions hereof or of such amendment exceed the lawful authority of the City under the Constitutions or Laws of the United States or the State of Minnesota or are otherwise unlawful. Any rejection shall be submitted in writing to the City, stating with particularity the points and authorities of law upon which the Company relies. If the City fails to amend this Franchise or otherwise satisfy the Company's objections as stated within thirty (30) days of its receipt of the Company's rejection, the Company shall have the right thereafter to seek appropriate judicial or administrative relief based solely upon those provisions it has alleged are unlawful in its rejection notice. If the Company fails to initiate such legal action within thirty (30) days from the expiration of the aforementioned thirty (30) day period provided for the City's amendment or cure, the Company shall be deemed to have waived its objections and to have accepted the terms of this Franchise or any amendment hereto.

Adopted by the City Council of the City of Grand Rapids this ____ day of _____ 2024.

Tasha Connelly, Mayor

ATTEST:

Kim Gibeau, City Clerk

Published on the ____ day of _____, 2024, in the Grand Rapids Herald, a paper of general circulation within the City of Grand Rapids, Minnesota.

The provisions of the foregoing Ordinance are hereby accepted:

DATED _____, 2024.

By: _____
Its _____

By: _____
Its _____



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 10/28/24

AGENDA ITEM: Consider approval of purchase agreement for patio furniture

PREPARED BY: Tom Beaudry

BACKGROUND:

New patio furniture was purchased in the spring of 2024 to replace the most dilapidated sets. Further deterioration of the old furniture continues and needs replacing.

Two quotes were received, one from Lake Country Hearth & Patio and the other from By the Yard which is the lower of the two at \$13,524. Recommend making a motion to sign the purchase agreement prior to October 31st to receive free shipping and a 20% discount on the patio furniture for a 2025 payment and delivery. This item is within the operating budget for 2025.

REQUESTED COUNCIL ACTION:

Make a motion to approve purchase of patio furniture from By The Yard in the amount of \$13,524 and sign purchase agreement prior to October 31st to receive free shipping and 20% discount, payment and delivery in 2025.

Quote QT006730

By the Yard
3283 Bluff Dr
Jordan, MN 55352-9375
(877) 220-0448
www.bytheyard.net



Order Date: 10/3/2024
Expiration Date: 10/31/2024

BILL TO:	SHIP TO:	SHIPPING & DELIVERY
Pokegama Golf Course 3910 Golf Course Rd Grand Rapids MN 55744-9680 (218) 326-3444 Attn: Tom Beaudrytbeaudry@grandrapidsmn.gov	Pokegama Golf Course 3910 Golf Course Rd Grand Rapids MN 55744-9680 (218) 326-3444 Attn: Tom Beaudry tbeaudry@grandrapidsmn.gov	COMMERCIAL SHIPPING - Via parcel service. Items are boxed and may require assembly.

CUSTOMER PO	TERMS	SALESPERSON	TOTAL SAVINGS
	Net 30 Days	Sue Maroney-Smith	3,134.20
QUOTE NBR	SHIPPING TERMS	SHIPPING VIA	SHIPPING ZONE
	COMMERCIAL	SPEEDEE	

****One or more items must ship palletized via common carrier/LTL****

QTY.	WHS	ITEM	PRICE	DISC	DISC PRICE	TOTAL
4.00000	SHOP	SPT40 WW A: 40" Square Unframed Dining-Height Table - Weathered Wood - Assembled - Umbrella Hole NO	949.00	20%	759.20	3,036.80
1.00000	SHOP	FHT4094 WW A: 40" x 94" Rectangular Farmhouse Dining-Height Table - Weathered Wood - Assembled - Umbrella Hole NO	2299.00	20%	1839.20	1,839.20
24.00000	SHOP	CRC-20 WW A: Capri Dining-Height Stationary Chair - Weathered Wood - Assembled	399.00	20%	319.20	7,660.80

Payment Method.	Payment Amount	Order Total:	12,536.80
		Miscellaneous:	0.00
		Freight:	0.00
Payments Amount	0.00	Tax:	987.27
Unpaid Amount	13,524.07	Total (USD):	13,524.07

Tom:

Thank you for the opportunity to quote your outdoor furniture needs.

We are attaching photos of the items that we have that most closely match the photos you sent us. We can get all of these items in a Weather wood color. All items will be assembled. No umbrella holes needed for the tables.

The total of all items attached is \$17,551.00 with sales tax of \$1,469.00. Shipping not included, but we estimate shipping to be between \$1,000.00 and \$1,400.00.

Please let us know if you need any more information.

Thank you, John

John Arnold
Lake Country Hearth & Patio
2307 West US Hwy 2
Grand Rapids, MN 55744
PH: 218-326-4644
info@lakecountryhearthpatio.com



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

AGENDA ITEM: Consider adopting City Ordinance regulating cannabis businesses.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

On October 14, 2024, the City Council reviewed proposed changes to the City of Grand Rapids Municipal Code relative to operation of retail cannabis businesses within the city limits. City staff are recommending the adoption of a City Ordinance regulating these types of businesses. The draft ordinance is attached for review.

REQUESTED COUNCIL ACTION:

Make a motion to adopt an ordinance regulating retail cannabis businesses with the City of Grand Rapids.

AN ORDINANCE OF THE CITY OF GRAND RAPIDS TO REGULATE CANNABIS BUSINESSES

The City Council of the City of Grand Rapids hereby ordains:

Section 1. Administration

1.1 Findings and Purpose

The City of Grand Rapids makes the following legislative findings:

The purpose of this ordinance is to implement the provisions of Minnesota Statutes, chapter 342, which authorizes the City of Grand Rapids to protect the public health, safety, welfare of the residents by regulating cannabis businesses within the legal boundaries of the City of Grand Rapids.

The City of Grand Rapids finds and concludes that the proposed provisions are appropriate and lawful land use regulations, that the proposed amendments promote the community's interest in reasonable stability in zoning for now and in the future, and that the proposed provisions are in the public interest and for the public good.

1.2 Authority & Jurisdiction

The City of Grand Rapids has the authority to adopt this ordinance pursuant to:

- a) Minn. Stat. 342.13(c), regarding the authority of a local unit of government to adopt reasonable restrictions of the time, place, and manner of the operation of a cannabis business provided that such restrictions do not prohibit the establishment or operation of cannabis businesses.
- b) Minn. Stat. 342.22, regarding the local registration and enforcement requirements of state-licensed cannabis retail businesses and lower-potency hemp edible retail businesses.
- c) Minn. Stat. 152.0263, Subd. 5, regarding the use of cannabis in public places.
- d) Minn. Stat. 462.357, regarding the authority of a local authority to adopt zoning ordinances.

Ordinance will be applicable to the legal boundaries of the City of Grand Rapids.

1.3 Severability

If any section, clause, provision, or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance will not be affected thereby.

1.4 Enforcement

The *City Administrator and/or designee* is responsible for the administration and enforcement of this ordinance. Any violation of the provisions of this ordinance or failure to comply with any of its requirements constitutes a misdemeanor and is punishable as defined by law. Violations of this ordinance can occur regardless of whether or not a permit is required for a regulated activity listed in this ordinance.

1.5 Definitions

1. Unless otherwise noted in this section, words and phrases contained in Minn. Stat. 342.01 and the rules promulgated pursuant to any of these acts, will have the same meanings in this ordinance.
2. Cannabis Cultivation: A cannabis business licensed to grow cannabis plants within the approved amount of space from seed or immature plant to mature plant, harvest cannabis flower from mature plant, package and label immature plants and seedlings and cannabis flower for sale to other cannabis businesses, transport cannabis flower to a cannabis manufacturer located on the same premises, and perform other actions approved by the office.
3. Cannabis Retail Businesses: A retail location and the retail location(s) of a mezzobusinesses with a retail operations endorsement, microbusinesses with a retail operations endorsement, medical combination businesses operating a retail location, excluding lower-potency hemp edible retailers.
4. Cannabis Retailer: Any person, partnership, firm, corporation, or association, foreign or domestic, selling cannabis product to a consumer and not for the purpose of resale in any form.
5. Daycare: A location licensed with the Minnesota Department of Human Services to provide the care of a child in a residence outside the child's own home for gain or otherwise, on a regular basis, for any part of a 24-hour day.
6. Lower-potency Hemp Edible: As defined under Minn. Stat. 342.01 subd. 50.
7. Office of Cannabis Management: Minnesota Office of Cannabis Management, referred to as "OCM" in this ordinance.
8. Place of Public Accommodation: A business, accommodation, refreshment, entertainment, recreation, or transportation facility of any kind, whether licensed or not, whose goods, services, facilities, privileges, advantages or accommodations are extended, offered, sold, or otherwise made available to the public.
9. Preliminary License Approval: OCM pre-approval for a cannabis business license for applicants who qualify under Minn. Stat. 342.17.
10. Public Place: A public park or trail, public street or sidewalk; any enclosed, indoor area used by the general public, including, but not limited to, restaurants; bars; any other food or liquor establishment; hospitals; nursing homes; auditoriums; arenas; gyms; meeting rooms; common areas of rental apartment buildings, and other places of public accommodation.
11. Residential Treatment Facility: As defined under Minn. Stat. 245.462 subd. 23.
12. Retail Registration: An approved registration issued by the City of Grand Rapids to a state-licensed cannabis retail business.
13. School: A public school as defined under Minn. Stat. 120A.05 or a nonpublic school that must meet the reporting requirements under Minn. Stat. 120A.24.
14. State License: An approved license issued by the State of Minnesota's Office of Cannabis Management to a cannabis retail business.

Section 2. Registration of Cannabis Businesses

2.1 Consent to registering of Cannabis Businesses

No individual or entity may operate a state-licensed cannabis retail business within city limits without first registering with the City of Grand Rapids.

Any state-licensed cannabis retail business that sells to a customer or patient without valid retail registration will incur a civil penalty of up to \$2,000 for each violation.

Notwithstanding the foregoing provisions, the state will not issue a license to any cannabis business to operate in Indian country, as defined in United States Code, title 18, section 1151, of a Minnesota Tribal government without the consent of the Tribal government.

2.2 Compliance Checks Prior to Retail Registration

Prior to issuance of a cannabis retail business registration, the City will conduct a preliminary compliance check to ensure compliance with local ordinances.

Pursuant to Minn. Stat. 342, within 30 days of receiving a copy of a state license application from OCM, City of Grand Rapids will certify on a form provided by OCM whether a proposed cannabis retail business complies with local zoning ordinances and, if applicable, whether the proposed business complies with the state fire code and building code.

2.3 Registration & Application Procedure

2.3.1 Fees.

The City of Grand Rapids will not charge an application fee.

A registration fee, as established in the City's fee schedule, will be charged to applicants depending on the type of retail business license applied for.

An initial retail registration fee will not exceed \$500 or half the amount of an initial state license fee under Minn. Stat. 342.11, whichever is less. The initial registration fee will include the initial retail registration fee and the first annual renewal fee.

Any renewal retail registration fee imposed by the City will be charged at the time of the second renewal and each subsequent renewal thereafter.

A renewal retail registration fee will not exceed \$1,000 or half the amount of a renewal state license fee under Minn. Stat. 342.11, whichever is less.

A medical combination business operating an adult-use retail location may only be charged a single registration fee, not to exceed the lesser of a single retail registration fee, defined under this section, of the adult-use retail business.

2.3.2 Application Submittal.

The City will issue a retail registration to a [state-licensed](#) cannabis retail business that adheres to the requirements of Minn. Stat. 342.22.

- (A) An applicant for a retail registration will fill out an application form, as provided by the City. Said form will include, but is not limited to:
- i. Full name of the property owner and applicant;
 - ii. Address, email address, and telephone number of the applicant;
 - iii. The address and parcel ID for the property which the retail registration is sought;
 - iv. Certification that the applicant complies with the requirements of local ordinances established pursuant to Minn. Stat. 342.13.
- (B) The applicant will include with the form:
- i. the registration fee as required in Section 2.3.1;
 - ii. a copy of a valid state license or written notice of OCM license preapproval;
 - iii. Verification from Itasca County that property taxes are not delinquent.
- (C) Once an application is considered complete, the City will inform the applicant as such, process the registration fees, and forward the application to the City Council for approval or denial.
- (D) The registration fee will be non-refundable once processed.

2.3.3 Application Approval

- (A) A state-licensed cannabis retail business application will not be approved if the cannabis retail business would exceed the maximum number of registered cannabis retail businesses permitted under Section 2.6.
- (B) A state-licensed cannabis retail business application will not be approved or renewed if the applicant is unable to meet the requirements of this ordinance.
- (C) A state-licensed cannabis retail business application that meets the requirements of this ordinance will be approved.

2.3.4 Annual Compliance Checks.

The City of Grand Rapids completes compliance checks as mandated by State law.

Any failures under this section must be reported to the Office of Cannabis Management.

2.3.5 Location Change

A state-licensed cannabis retail business will be required to submit a new application for registration under Section 2.3.2 if it seeks to move to a new location still within the legal boundaries of City of Grand Rapids.

2.4 Renewal of Registration

The City of Grand Rapids will renew an annual registration of a state-licensed cannabis retail business at the same time OCM renews the cannabis retail business' license.

A state-licensed cannabis retail business will apply to renew registration on a form established by City of Grand Rapids.

A cannabis retail registration issued under this ordinance will not be transferred.

2.4.1 Renewal Fees.

The City of Grand Rapids may charge a renewal fee for the registration starting at the second renewal, as established in City of Grand Rapids' fee schedule.

Renewal Application.

The application for renewal of a retail registration will include, but is not limited to:

- Items required under Section 2.3.2 of this Ordinance.

2.5 Suspension of Registration

2.5.1 When Suspension is Warranted.

The City of Grand Rapids may suspend a cannabis retail business's registration if it violates the ordinance of City of Grand Rapids or poses an immediate threat to the health or safety of the public. The City of Grand Rapids will immediately notify the cannabis retail business in writing the grounds for the suspension.

2.5.2 Notification to OCM.

The City of Grand Rapids will immediately notify the OCM in writing the grounds for the suspension. OCM provide City of Grand Rapids and cannabis business retailer a response to the complaint within seven calendar days and perform any necessary inspections within 30 calendar days.

2.5.3 Length of Suspension.

The suspension of a cannabis retail business registration may be for up to 30 calendar days, unless OCM suspends the license for a longer period. The business may not make sales to customers if their registration is suspended.

The City of Grand Rapids may reinstate a registration if it determines that the violations have been resolved.

The City of Grand Rapids will reinstate a registration if OCM determines that the violation(s) have been resolved.

2.5.4 Civil Penalties.

Subject to Minn. Stat. 342.22, subd. 5(e) the City of Grand Rapids may impose a civil penalty, as specified in the City of Grand Rapids' Fee Schedule, for registration violations, not to exceed \$2,000.

2.6 Limiting of Registrations

The City of Grand Rapids will limit the number of cannabis retail businesses to no fewer than one registration for every 12,500 residents within the city limits of the City of Grand

Rapids.

The City of Grand Rapids will limit the number of cannabis retail businesses to one (1) plus a municipal retail business if the city council elects.

Section 3. Requirements for Cannabis Businesses

3.1 Zoning and Land Use

Retail licensed cannabis businesses shall be located in Central Business District, General Business, or Shoreland General Business zoning districts as defined in the City of Grand Rapids Zoning ordinance.

3.2 Hours of Operation

Cannabis businesses are limited to retail sale of cannabis, cannabis flower, cannabis products, lower-potency hemp edibles, or hemp-derived consumer products between the hours of 8:00 am to 10:00 pm, Monday through Saturday and 11:00 am to 6:00 pm on Sundays.

3.3 Advertising

Cannabis businesses are permitted to erect signs on the exterior of the building or property of the business, in accordance with City of Grand Rapids' zoning ordinances.

Section 4. Temporary Cannabis Events

Any individual or business seeking to obtain a cannabis event license must provide OCM information about the time, location, layout, number of business participants, and hours of operation. A cannabis event organizer must receive local approval, including obtaining any necessary permits or licenses issued by a local unit of government before holding a cannabis event.

4.1 License or Permit Required for Temporary Cannabis Events

4.1.1 License Required.

A cannabis event organizer license entitles the license holder to organize a temporary cannabis event lasting no more than four days. A jurisdiction should determine what type of approval is consistent with their existing ordinances for events.

A license or permit is required to be issued and approved by City of Grand Rapids prior to holding a Temporary Cannabis Event.

4.1.2 Registration & Application Procedure

A registration fee, as established in City of Grand Rapids' fee schedule, will be charged to applicants for Temporary Cannabis Events.

4.1.3 Application Submittal & Review.

The City of Grand Rapids will require an application for Temporary Cannabis Events.

- (A) An applicant for a retail registration will fill out an application form, as provided by the City of Grand Rapids. Said form will include, but is not limited to:
- i. Full name of the property owner(s) and applicant(s);

- ii. Address, email address, and telephone number of the applicant(s);
- iii. Address and property ID for which retail registration is sought.

(B) The applicant will include with the form:

- i. The application fee as required in (Section 4.1.2);
- ii. A copy of the OCM cannabis event license application, submitted pursuant to 342.39 subd. 2.
- iii. A letter from host property indicating the approval of temporary event.
- iv. A letter from Itasca County that the host property is not delinquent with property taxes.

The application will be submitted to the City Administrator, or other designee for review. If the designee determines that a submitted application is incomplete, they will return the application to the applicant with the notice of deficiencies.

(C) Once an application is considered complete, the designee will inform the applicant as such, process the application fees, and forward the application to the city council for approval or denial.

(D) The application fee will be non-refundable once processed.

(E) The application for a license for a Temporary Cannabis Event will meet the following standards:

- i. Temporary Cannabis Events can only be held in Central Business District, General Business, or Shoreland General Business, zoned property.

(F) A request for a Temporary Cannabis Event that meets the requirements of this Section will be approved.

(G) A request for a Temporary Cannabis Event that does not meet the requirements of this Section will be denied. The City of Grand Rapids will notify the applicant of the standards not met and basis for denial.

Temporary cannabis events will only be held during the time event approved by the city administrator or their designee.

Section 5. Local Government as a Cannabis Retailer

City of Grand Rapids may establish, own, and operate one municipal cannabis retail business subject to the restrictions in this chapter.

The municipal cannabis retail store will not be included in any limitation of the number of registered cannabis retail businesses under Section 2.6.

City of Grand Rapids will be subject to the same rental license requirements and procedures applicable to all other applicants.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

AGENDA ITEM: Consider accepting the resignation from Andy Horton from his position as Safety Officer from the Grand Rapids Fire Department, act on revised GRFP Officer salaries, approve revised Safety Officer job description, and authorize City staff to begin the process of filling the internal Safety Officer vacancy.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Andy Horton has submitted his letter of resignation from the Safety Officer position with the Grand Rapids Fire Department effective December 31, 2024. In his letter of resignation, Andy states that he will remain on as an active member as a firefighter. He stated he was thankful for the opportunity to serve for nearly 9 years as the Hazmat and Safety Officer with the Grand Rapids Fire Department.

Andy has been with the Grand Rapids Fire Department for 19 years. He has done an outstanding job, and we are thankful for his commitment to public service and that we get to keep him on as a firefighter.

Because of this resignation, 2025 pay rates for Fire Department Officers was reviewed. We are requesting to increase the Maintenance-Mechanic 2025 salary from \$425.34 per month (\$5,104.00 annually) to \$525.34 (\$6,304.00 annually) and reduce the Safety Officer 2025 salary from \$425.34 (\$5,104.00 annually) to \$325.34 (\$3,904.00 annually) effective January 1, 2025.

We are also asking for approval of the revised job description for the position of Safety Officer with the GRFD, and authorization to begin the process of filling the internal vacancy by posting and interviewing candidates. A copy of the updated job description is available, as well as a red-lined version for your review.

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation from Andy Horton from his position as Safety Officer with the Grand Rapids Fire Department effective December 31, 2024, approve 2025 Fire Officer revised salaries as listed above effective January 1, 2025, approve the updated Safety Officer job description, and authorize Human Resources to begin the process of filling the internal vacancy by posting and interviewing for the position.

Travis,

I Andy Horton hereby submit my letter of resignation from the position of Safety Officer with the Grand Rapids Fire Department effective 12/31/24. I will remain on as an active member as a firefighter.

Thank you for allowing me the opportunity to serve all these years (9 years this February) as Hazmat and then Safety officer with the Grand Rapids Fire Department.

Sincerely

A handwritten signature in black ink, appearing to read "Andy Horton", with a long horizontal flourish extending to the right.

Andy Horton

Chery Pierzina

From: Laura L. Pfeifer
Sent: Friday, October 25, 2024 10:27 AM
To: Chery Pierzina
Cc: Travis Cole; Barb Baird
Subject: RE: 2024 Pay rates

	PERMANENT	2024	OT	2025
JOB TITLE	EMPLOYEE NAME	WAGES	WAGES	WAGES
				step
1st Asst. Chief	Linder, John	11,327		11,667
2nd Asst. Chief	Graeber, Shawn	9,203		9,479
Captain	Bruce Baird	7,079		7,291
Captain	Lance Kuschel	7,079		7,291
Mech Maint Officer	Morlan, Nate	4,955		5,104
Janitorial Maint Officer	Clifton, Tony	3,894		4,011
Safety Officer	Horton, Andy	4,955		5,104

				PROPOSED
	PERMANENT	2024	OT	2025
JOB TITLE	EMPLOYEE NAME	WAGE	WAGES	WAGES
				step
Haz-Mat Team Lead	Chad Troumbly	3,993	-	4,113
Training Equip/HZ Asst	Jeremy Gambill	3,167	-	3,262

These are at a 3.0% increase.

Laura Pfeifer | Assistant Finance Director

City of Grand Rapids
 lpfeifer@grandrapidsmn.gov
cityofgrandrapidsmn.com
 Office: 218-326-7619 • Fax: 218-326-7608

420 N Pokegama Ave. • Grand Rapids • MN • 55744-2662

From: Chery Pierzina <cpierzina@grandrapidsmn.gov>
Sent: Friday, October 25, 2024 10:21 AM
To: Laura L. Pfeifer <lpfeifer@grandrapidsmn.gov>
Cc: Travis Cole <tcole@grandrapidsmn.gov>; Barb Baird <bbaird@grandrapidsmn.gov>
Subject: FW: 2024 Pay rates

Hi Laura,

Could I please get these salaries for 2025?

City of Grand Rapids Job Description

Job Title: **Safety Officer**
Department: Fire
FLSA Status: Non-exempt
Approved By: City Council
Approved Date:

Summary: Performs difficult technical and advanced human support work supervising and performing fire suppression, emergency aid, hazardous materials and fire prevention duties, and related work as apparent or assigned. Work is performed under the general direction of the Fire Chief.

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

- Supervises firefighters in their assigned duties as directed.
- Monitors all entries into buildings.
- Monitors and observes departmental activities to ensure that conduct and performance conform to departmental standards.
- Maintains a thorough knowledge and carries out duties in conformance with Federal, State, County, and City laws and ordinances.
- Assists the Captain and Hazardous Materials Officers in training duties.
- Reviews all job-related accidents and submit corrective recommendations to the Fire Chief.
- Reviews specifications for new apparatus, products, and personal safety equipment.
- Recognizes and corrects problems in improper use of turn-out gear, equipment, and procedures at fires and drills.
- Maintains records on:
 - Fire Department Safety and Health Policies
 - Periodic Testing of Fire Equipment
 - Periodic Testing of Personal Safety Equipment
- Attends fire schools, conferences, and meetings to keep abreast of current trends in the field; represents the City Fire Department in a variety of local, county, state, and other meetings.
- Shall share rotation of Chief Squad with other officers for a minimum of three weekends plus their stand-by weekend.
- Prepares a variety of reports including personal safety records and requisitions.

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

- Considerable knowledge of safe fire suppression and prevention procedures, techniques, and equipment. Considerable knowledge of safe first aid and resuscitation techniques and their application. Considerable knowledge of applicable laws, ordinances, departmental standard operating procedures, and regulations.
- Skill in the supervision of the operation and tactics on and off the fire ground.
- Thorough skill operating standard office equipment and related hardware and software.
- Ability to learn operations of specialty fire suppression equipment or materials and to train others in the operation of said materials and equipment.
- Ability to compute rates, ratios, and percentages.
- Ability to train and supervise subordinate personnel; Ability to perform work requiring good physical condition; Ability to communicate effectively orally and in writing; Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to effectively give and receive verbal and written instructions; and Ability to establish and maintain effective working relationships with other employees, supervisors, and the public.

Education and/or Experience: High school diploma or GED and extensive experience working as a firefighter, or equivalent combination of education and experience.

Firefighter I certification preferred. Applicable training to obtain and maintain certification will be provided at hire and on an ongoing basis. Valid driver's license in the State of Minnesota.

Tools and Equipment Used: Fire Apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, phone, fax machine, camera.

Physical Demands: This work requires the regular exertion of up to 10 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires speaking or hearing and using hands to finger, handle or feel, frequently requires standing, walking, sitting, stooping, kneeling, crouching or crawling, reaching with hands and arms, lifting and repetitive motions and occasionally requires climbing or balancing, tasting or smelling and pushing or pulling; work requires close vision, distance vision, depth perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to wet, humid conditions (nonweather), exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to outdoor weather conditions, exposure to extreme heat (non-weather), working with explosives and wearing a self-contained breathing apparatus and occasionally requires working near moving mechanical parts, working in high, precarious places, exposure to extreme cold (non-weather), exposure to the risk of electrical shock and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

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

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

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

City of Grand Rapids Job Description

Job Title: Safety Officer
Department: Fire
FLSA Status: Non-exempt
Approved By: City Council
Approved Date:

Summary: Performs difficult technical and advanced human support work supervising and performing fire suppression, emergency aid, hazardous materials and fire prevention duties, and related work as apparent or assigned. Work is performed under the general direction of the Fire Chief.

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

- Supervises firefighters in their assigned duties as directed.
- Monitors all entries into buildings.
- Monitors and observes departmental activities to ensure that conduct and performance conform to departmental standards.
- Maintains a thorough knowledge and carries out duties in conformance with Federal, State, County, and City laws and ordinances.
- Assists the Captain and Hazardous Materials Officers in training duties.
- Reviews all job related accidents and submit corrective recommendations to the Fire Chief.
- Reviews specifications for new apparatus, products and personal safety equipment.
- Recognizes and correct problems in improper use of turn out gear, equipment and procedures at fires and drills.
- Maintains records on:
 - Fire Department Safety and Health Policies
 - Periodic Testing of Fire Equipment
 - Periodic Testing of Personal Safety Equipment
- Attends fire schools, conferences, and meetings to keep abreast of current trends in the field; represents the City Fire Department in a variety of local, county, state, and other meetings.

- Shall share rotation of Chief Squad with other officers for a minimum of three weekends plus their stand-by weekend.
-
- Prepares a variety of reports including personal safety records and requisitions.

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

- Considerable knowledge of safe fire suppression and prevention procedures, techniques, and equipment. Considerable knowledge of safe first aid and resuscitation techniques and their application. Considerable knowledge of applicable laws, ordinances, departmental standard operating procedures and regulations.
- Skill in the supervision of the operation and tactics on and off the fire ground.
- Thorough skill operating standard office equipment and related hardware and software.
- Ability to learn operations of specialty fire suppression equipment or materials and to train others in the operation of said materials and equipment.
- Ability to compute rates, ratios and percentages.
- Ability to train and supervise subordinate personnel; Ability to perform work requiring good physical condition; Ability to communicate effectively orally and in writing; Ability to exercise sound judgment in evaluating situations and in making decisions; Ability to effectively give and receive verbal and written instructions; and Ability to establish and maintain effective working relationships with other employees, supervisors and the public.

Education and/or Experience

High school diploma or GED and extensive experience working as a firefighter, or equivalent combination of education and experience.

Firefighter I certification preferred.

Applicable training to obtain and maintain certification will be provided at hire and on an ongoing basis.

Valid driver's license in the State of Minnesota.

TOOLS AND EQUIPMENT USED

Fire Apparatus, fire pumps, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, phone, fax machine, camera.

Physical Demands This work requires the regular exertion of up to 10 pounds of force and occasional exertion of up to 100 pounds of force; work regularly requires speaking or hearing and using hands to finger, handle or feel, frequently requires standing, walking, sitting, stooping, kneeling, crouching or crawling, reaching with hands and arms, lifting and repetitive motions and occasionally requires climbing or balancing, tasting or smelling and pushing or pulling; work requires close vision, distance vision, depth

perception, color perception, night vision and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to wet, humid conditions (nonweather), exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to outdoor weather conditions, exposure to extreme heat (non-weather), working with explosives and wearing a self contained breathing apparatus and occasionally requires working near moving mechanical parts, working in high, precarious places, exposure to extreme cold (non-weather), exposure to the risk of electrical shock and exposure to bloodborne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

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

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

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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

AGENDA ITEM: Consider accepting the resignation from Amanda Mitchell from her position as Administrative Assistant with the GRPD and authorize Human Resources to post, interview and hire for the open position of Administrative Assistant.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Amanda (Mandy) Mitchell is resigning from her position as Administrative Assistant with the City of Grand Rapids Police Department. Her last day of employment will be December 3, 2024.

Mandy was hired in January 2023. In her resignation letter, Mandy indicated she felt privileged to have worked with so many wonderful people. She is proud of being a part of a team that shows integrity and respect to all they encounter. Mandy feels she has grown personally and professionally due to Chief Morgan, Captain Nelson, Captain Ott, and Mandy's partner Jackie Heinrich. Mandy has accepted a position that will help children, which is her love and passion. Mandy will be missed by all, and we wish her all the best.

Due to this resignation, GRPD has an open full-time Administrative Assistant position. We are requesting authorization for Human Resources to begin the process of posting, interviewing, and hiring for the open position of Administrative Assistant.

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation from Amanda Mitchell from her position as Administrative Assistant with the Grand Rapids Police Department, with a last day of employment on December 3, 2024; and authorize Human Resources to begin the process of posting, interviewing, and hiring for the open position of Administrative Assistant.

October 25, 2024

Chery Pierzina,

I am writing to inform you of my resignation from my position at Grand Rapids Police Department, with my last day of work being November 12, 2024, and my termination date being December 3, 2024.

I feel privileged to have worked here with so many wonderful people. I have grown personally and professionally and owe much of that to the Administration (Chief Morgan, Captain Nelson, and Captain Ott) and also to my partner, Jackie Heinrich. I felt proud being a part of this team who show integrity and respect to all they encounter.

I am moving to a position as a Guardian Ad Litem where I will use the skills I've learned here to help children, which is my love and passion.

Respectfully,

A handwritten signature in cursive script that reads "Amanda Mitchell".

Amanda Mitchell



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

AGENDA ITEM: Consider approving structure change with Hospital Security Staff, revised job description for Lead Hospital Security Officer, and appointment to open positions.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

We currently have five (5) full-time hospital security staff as follows: Lead Hospital Security Officer (1 position) and Hospital Security Officer (4 positions). We have recently held interviews for the Lead Hospital Security Officer position, which is open due to an upcoming retirement, and Hospital Security Officer, which is open due to a resignation. Seven applicants were interviewed for the Lead Hospital Security Officer, two of which are internal candidates. Three interviews were held for the open position of Security Officer.

After conducting Lead Hospital Security Officer interviews, Administration and the GRPD met to review the current structure of hospital security officers and their related duties. We are fortunate to have two outstanding internal applicants for the Lead Hospital Security Officer position; therefore, we are proposing to modify the structure of hospital security staff to Lead Hospital Security Officer (2 positions) and Hospital Security Officer (3 positions). The Lead Hospital Security Officer positions would act in a dual lead capacity with additional duties added to the job description for this role. This structure does not increase the number of employees working in security. This revised structure change does have the support of Grand Itasca Administration. The financial impact of two (2) Lead Hospital Security Officers and three (3) Security Officers, based on rates of pay and longevity, would not result in a significant increase in salary/benefits in 2025.

Attached is a draft of the revised job description for the Lead Hospital Security Officer position, if this structure change is approved. Additional duties have been added to the Lead Hospital Security Officer position, which will provide additional help and resources to our current staff. A highlighted version of the revised job description is included for reference.

If the new hospital security structure is approved, we would like to appoint the following:

Appoint Jared Anderson to the position of Lead Hospital Security Officer, with six (6) years of experience, and an hourly rate of pay of \$30.1080, beginning October 29, 2024.

Appoint Christina Davis to the position of Lead Hospital Security Officer, with two (2) years of experience, and an hourly rate of pay of \$27.3028, beginning October 29, 2024.

Appoint Samuel Grigsby to the position of Full-Time Security Officer, upon successful completion and passing of a background check, pre-employment medical exam, psychological exam, and drug screening, with an hourly rate of pay of \$23.67, and a start date to be determined based on the length of time to successfully complete and pass the pre-employment requirements listed above.

Appoint Heather McNally to the position of Part-Time Security Officer, upon successful completion and passing of a background check, pre-employment medical exam, psychological exam, and drug screening, with an hourly rate of pay of \$17.7038, and a start date to be determined based on the length of time to successfully complete and pass the pre-employment requirements listed above.

We will have one open Full-Time Security Officer position, which will be filled at a later date.

REQUESTED COUNCIL ACTION:

Make a motion to modify the structure of hospital security staff to Lead Hospital Security Officer (2 positions) and Hospital Security Officers (3 positions) beginning October 29, 2024; Approve the revised job description for Lead Hospital Security Officer effective October 29, 2024; and Appoint employees to their designated roles with corresponding start date and rates of pay, as listed above.

City of Grand Rapids Job Description

Job Title: **Lead Hospital Security Officer**
Department: Police
FLSA Status: Non-exempt
Approved By: City Council
Approved Date:

Summary

Performs tasks substantially similar (in terms of nature and level) as the employees under his/her leadership. Protects people and property at Grand Itasca Clinic and Hospital and related facilities, maintaining security and performing related work as required or assigned. In addition, has responsibility for assisting the Police Department Supervisor in carrying out certain aspects of the supervisor's responsibility. Works collaboratively with law enforcement agencies and hospital staff under the supervision of a Grand Rapids Police Captain.

Essential Duties and Responsibilities include the following. Other duties may be assigned.

- Provides leadership in the day-to-day operations in order to achieve a safe and secure environment for patients, visitors and staff.
- Provides coaching to team members and will report to the Police Captain assigned to Hospital Security.
- Tracks security activity/calls and maintains monthly reports.
- Represents Hospital Security at all pertinent Grand Itasca Clinic and Hospital meetings.
- Oversees training regarding questions on policies, etc.
- Maintains security at the Grand Itasca Clinic and Hospital on foot or in a vehicle, to preserve the peace, prevent and discover the commission of crime.
- Receives complaints and solves problems/issues in an effective and tactful manner..
- Responds to calls and complaints from Grand Itasca staff regarding the safety of facilities and grounds.
- Provides first aid for injured persons.
- Takes action to minimize disruptions; at Grand Itasca Clinic & Hospital, including other facilities.
- Prepares written reports to document activities;
- Responds to emergencies affecting patients, staff and members of the public.
- Coordinates activities with police and fire department personnel in response to emergencies on hospital/clinic grounds and facilities.
- Provides protective services to hospital/clinic employees and visitors upon their request.
- Reports and documents activities and situations that require the attention of Grand Itasca staff including safety hazards and property damage.
- Responds to questions, provides information and gives directions or aid as requested by Grand Itasca staff and the public.
- Provides after hours security checks to Grand Itasca Clinic and Hospital and other facilities.
- Directs traffic and assists with crowd control as needed.
- Makes informational presentations as requested (i.e. Citizens Academy).
- Gathers information and constructs reports for evidentiary purposes and provides testimony in court as required.
- Staff scheduling.
- Orders and maintains uniforms, equipment, and schedules squad car maintenance.
- Coordinates and documents training of security officers.
- Leads security officer meetings (quarterly).
- Attends and participates in hospital committee meetings to include, but not limited to, Violence Prevention, Emergency Preparedness, and Environment of Care.
- Other duties as assigned.

Knowledge, Skills, Abilities Required: The requirements listed below are representative of the knowledge, skill, abilities required to complete the essential functions at a satisfactory level.

- Knowledge of City of Grand Rapids City Policies, Grand Rapids Police Department Policies, Grand Itasca Clinic and Hospital Policies.
- Knowledge of and the ability to complete Officer Reports and daily logs.
- Knowledge of the appropriate use of the TASER.
- Knowledge of and the ability to use police and hospital radio communication equipment.
- Knowledge of the appropriate use of handcuffs.
- Ability to assist with patient restraints.
- Ability to operate standard office equipment and software.
- Ability to work rotating shifts, including emergency call outs.
- Ability to establish and maintain effective working relationships with medical staff, co-workers, supervisors, social service agencies, other public safety entities and members of the public.

Competencies Required:

- **Honesty and integrity**
- **Confidence**
- **Inspire others**
- **Commitment and Passion**
- **Good Communicator**
- **Decision-Making Capabilities**
- **Accountability**
- **Delegation and Empowerment**
- **Creativity and Innovation**
- **Empathy**
-

Education and/or Experience

High school diploma or GED. Minimum of 2 years post-secondary education. Experience working within a public safety agency and some knowledge of police procedures are desirable.

Physical Demands

The work requires the regular exertion of up to 10 pounds of force and occasional exertion of up to 50 pounds of force; work regularly requires standing and walking, frequently requires sitting, speaking or hearing and using hands to finger, handle or feel and occasionally requires stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions; work has standard vision requirements; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceived information at normal spoken word levels and to receive detailed information through oral communications and/or to make fine distinctions in sound; work requires operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work frequently requires exposure to outdoor weather conditions and occasionally requires exposure to blood borne pathogens and may be required to wear specialized personal protective equipment; work is generally in a moderately noisy location (e.g. business office, light traffic).

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

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

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

Special Requirements

- Obtain and maintain CPR/First Aid certification within a reasonable period as determined by the Grand Rapids Police Department.
- Complete and maintain TASER Training requirements as determined by the Grand Rapids Police Department.
- Complete and maintain Use of Force and Defensive Tactics Training, including use of non-lethal options, such as OC/Pepper spray, as required by the Grand Rapids Police Department.
- Possess a Valid Minnesota Driver's License.

Employment Application

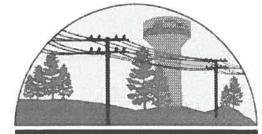
Item 21.



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

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

500 SE 4th Street
Grand Rapids, MN 55744
(218)326-7024
(218)326-7698 Fax
www.grpuc.org



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

Equal Opportunity Employers

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

Thank you for considering employment with the City of Grand Rapids and Grand Rapids Public Utilities. We welcome you as an applicant and look forward to reviewing your application information. It is our policy to provide equal opportunity in employment. The City of Grand Rapids and Grand Rapids Public Utilities 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 details 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 and Grand Rapids Public Utilities 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 Anderson	First Jared	Middle Michael	POSITION APPLIED FOR: Lean Hospital Security Officer
MAILING ADDRESS [REDACTED]			TODAY'S DATE: 9/3/2024
			DATE AVAILABLE TO WORK: 9/20/2024
			STATUS DESIRED: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Seasonal
			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)
			YES <input checked="" type="checkbox"/>
			NO <input type="checkbox"/>
Will your continued employment require employer sponsorship?	<input type="checkbox"/>	<input type="checkbox"/>	Are you <u>under</u> 18 years of age?
			<input type="checkbox"/>
			YES <input checked="" type="checkbox"/>
			NO <input type="checkbox"/>

EDUCATIONAL INFORMATION

School Name, City and State		Major Area of Study
High School: Grand Rapids High school	Diploma <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO GED <input type="checkbox"/> YES <input type="checkbox"/> NO	
College: Itasca Community College	Degree Completed: <input checked="" type="checkbox"/> YES <input checked="" 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 _____	Associates of Arts Associates of Applied science Wildland Fire Fighting
Graduate School:	Degree Completed: <input type="checkbox"/> YES <input type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	
Technical or Vocational Programs:	(indicate type of certificate earned)	

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

I have 7 years of having CPR training and First Responder training from 2010-2020. My license is expired now, but I still remember the training and could be useful in an emergency.
I have 23 years of martial arts and defensive tactic from MMA and Marine Corps training. This training is and has been useful in the safe controlling of patients when they get violent.
I am also up to date with my training through the hospital for restraint, De-escalation, and defensive tactics.

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

I have intro to criminal justice from Itasca community college which has helped and is useful when dealing with behavioral patients that come in with the Grand Rapids Police Department. So I understand what the officers need before asking for help from hospital staff. Such as checking for a warrant before calling lab for legal blood draw.

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

My gym membership is useful because my physical health is important to me and is useful in my day to day jobs at the hospital. From walking miles a day, to holding patients for 10 minutes at a time while they are fighting.

EMPLOYMENT EXPERIENCE

CURRENT EMPLOYMENT INFORMATION			
EMPLOYER <i>City of Grand Rapids</i>	DATES EMPLOYED		JOB TITLE: <i>Hospital Security Officer</i>
	FROM	TO	
ADDRESS <i>420 North Pokegama Ave.</i>	<i>1/2016</i>	<i>9/2024</i>	NAME OF LAST SUPERVISOR:
CITY, STATE, ZIP <i>Grand Rapids, MN 55744</i>	DESCRIBE YOUR WORK IN THIS JOB: <i>Maintaining situational awareness of the hospital, visitors, and patients. To help maintain the safety and proper working environment so the hospital staff can do their jobs. Working with people that have lost emotional or physical control, and may be come violent and then helping to de-escalate and control these situations</i>		
TELEPHONE Area Code + Number <i>(218) 910-8429</i>			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: <i>I'm not leaving just looking for another position</i>			

PREVIOUS EMPLOYMENT INFORMATION			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER <i>Itasca County Fire Wise</i>	DATES EMPLOYED		JOB TITLE: <i>Faller Class C</i>
	FROM	TO	
ADDRESS <i>405 Division street</i>	<i>5/2016</i>	<i>8/2016</i>	NAME OF LAST SUPERVISOR: <i>John Moore</i>
CITY, STATE, ZIP <i>Deer River, MN 56636</i>	DESCRIBE YOUR WORK IN THIS JOB: <i>Maintaining situational awareness while falling trees to maintain the safety of myself and co-workers. Having to make quick and critical decisions and following through, being reliable so that co-workers know they can trust me with their safety. Clearing brush and dangerous areas would properties to make the easier to defend in a fire.</i>		
TELEPHONE Area Code + Number <i>(218) 244-6351</i>			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other <i>Seasonal</i>			
REASON FOR LEAVING: <i>It was a seasonal job and I needed long term employment</i>			

EMPLOYER <i>North Dakota Forest Service</i>	DATES EMPLOYED		JOB TITLE: <i>Snake Chaser</i>
	FROM	TO	
ADDRESS <i>916 East Interstate Ave. #4</i>	<i>5/2015</i>	<i>9/2015</i>	NAME OF LAST SUPERVISOR: <i>Ryan Melin</i>
CITY, STATE, ZIP <i>Bismark, ND 58503</i>	DESCRIBE YOUR WORK IN THIS JOB: <i>ability to locate and tactically fight fires in the forest. To protect properties and people in wildland fires. Use and maintenance of equipment such as chain saws, ATVs, work trucks, water pumps, hoses, and other fire line tools.</i>		
TELEPHONE Area Code + Number <i>(701) 328-9985 (701) 516-7289</i>			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other <i>seasonal</i>			
REASON FOR LEAVING: <i>It was a seasonal job and I needed long term employment</i>	To maintain situational awareness and make quick decisions in stressful situations to keep myself and others safe.		

EMPLOYMENT EXPERIENCE

CURRENT EMPLOYMENT INFORMATION		
EMPLOYER <i>United States Marine Corps</i>	DATES EMPLOYED FROM TO <i>8/2013 8/2014</i>	
ADDRESS <i>Camp Leather Neck</i>	JOB TITLE: <i>Supply Manager</i>	
CITY, STATE, ZIP <i>Helmand Province Afghanistan</i>	NAME OF LAST SUPERVISOR: <i>N/A</i>	
TELEPHONE Area Code + Number <i>N/A</i>	DESCRIBE YOUR WORK IN THIS JOB: <i>I was in charge of organizing and keeping track of supplies. Ordering and keeping up with the demand of equipment needs for my unit, as well as keeping track of 5 of my subordinate Marines and their duties.</i>	
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other		
REASON FOR LEAVING: <i>I wanted to try something new</i>		

PREVIOUS EMPLOYMENT INFORMATION		
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.		
EMPLOYER <i>United States Marine Corps</i>	DATES EMPLOYED FROM TO <i>2/2011 8/2013</i>	
ADDRESS <i>Camp Gassalves</i>	JOB TITLE: <i>Supply chief / jungle warfare trainer</i>	
CITY, STATE, ZIP <i>Okinawa Japan</i>	NAME OF LAST SUPERVISOR: <i>N/A</i>	
TELEPHONE Area Code + Number <i>N/A</i>	DESCRIBE YOUR WORK IN THIS JOB: <i>I was in charge of the organizing and keeping track of supplies. Ordering and maintaining supplies based on demand. I also trained military members in rock climbing, jungle survival, and military tactics.</i>	
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other		
REASON FOR LEAVING: <i>New Duties</i>		

EMPLOYER <i>United States Marine Corps</i>	DATES EMPLOYED FROM TO <i>10/2010 2/2011</i>	
ADDRESS <i>38990 Midway Ave.</i>	JOB TITLE: <i>Marine</i>	
CITY, STATE, ZIP <i>San Diego, CA 92140</i>	NAME OF LAST SUPERVISOR: <i>N/A</i>	
TELEPHONE Area Code + Number <i>N/A</i>	DESCRIBE YOUR WORK IN THIS JOB: <i>I was in basic training for the Marines. I was trained to listen and follow and how following must be learned before you can lead.</i>	
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other		
REASON FOR LEAVING: <i>New Duties</i>		

UNPAID EXPERIENCE

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

MILITARY EXPERIENCE

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

Describe your duties: *I was in charge of peoples safety and security in many situations. I also trained men and women in survival and jungle warfare. It has taught me how stay calm and organized in high stress situations.*

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

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

AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING

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

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

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

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

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

Jared M. Anderson
Signature

9/13/2024
Date

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

JARED M. ANDERSON



October 3rd, 2024

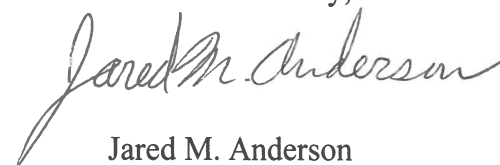
Dear Chery Pierzina,

I am aware and interested in the open Lead Hospital Security position. I have been an employee of the city of Grand Rapids for the past 8 years, and I currently hold the role of security officer at Grand Itasca Clinic and Hospital (GICH). In that time, I have gained many more skills in leading, de-escalation, and teamwork in situations of high stress that I believe have helped me become a useful and efficient asset to GICH as well as the Grand Rapids Police Department (GRPD). My enclosed resume will highlight the skill and experience I have gained working for GRPD as well as those that I have gained from my years as a wildland firefighter and Marine in the United States Marine Corps (USMC). My years in these professions have shaped me into a man of honor, courage, and commitment to my craft and those I represent.

My time in these professions as well as others has given me the ability to maintain my composure in difficult situations that would otherwise make a person lose their patience. This has made my job and many other jobs at GICH much easier. In many cases I have been able to create quick and lasting bonds with my co-workers and difficult patients so that we can work together to find quick solutions for de-escalating in unforeseen circumstances. My attention to detail has helped me quickly learn how to use any new tools we are given for the job and to understand the layout of the building so I can get where I'm needed quickly. My fitness as well as martial arts training has made it easy for me to control patients without injury to them, myself, and other employees. This low risk of injury has made it so medical staff can do their jobs with more confidence sense they are not worried about getting injured.

I am competent and learn quickly and I am anxious to gain more skills and knowledge as I continue my employment with GRPD and GICH, and I am looking forward to the new situations and possibilities that could come from being in the Lead Security Officer position.

Yours Truly,



Jared M. Anderson

Jared M. Anderson

OBJECTIVE

To obtain employment as the Lead Hospital Security Officer for the Grand Rapids Police Department and Grand Itasca Clinic and Hospital.

EDUCATION

Itasca Community College	Grand Rapids, MN
Associates of Arts	May 2021
Associates of Applied Science	December 2017
Major: Natural Resources Wildland Firefighting	
Grand Rapids High School	Grand Rapids, MN
High School Diploma	2009

CERTIFICATION & TRAINING

S-133 Look Up, Look Down, Look Around	November 2014
S-130 Basic Wildland Firefighter	November 2014
S-190 Introduction to Fire Behavior	November 2014
L-180 Human Factors on Fire Behavior	November 2014
IS-00700 National Incident Management System	December 2014
ICS-100 Introduction to the Incident Command System	December 2014
L-280 Followership to Leadership	April 2015
S-212 Wildland Fire Chain Saws	April 2015
S-211 Portable Pumps and Water	April 2015
First Responder	April 2015 Expired
Arduous Pack Test	October 2016
S-131 Firefighter Type 1 Training	December 2016
S-290 Introduction to Wildland Fire Behavior	December 2016
CPR	December 2018 Expired
Taser Training	August 2024
Defensive Tactics	August 2024
Martial Arts & Hand to Hand Combat Training	1998-Present

WORK EXPERIENCE

Hospital Security Officer

January 2016 – October 2024

Grand Rapids Police Department – Grand Rapids, MN

- Security Camera and Alarms Systems trouble shooting and monitoring.
- Attention to details when it comes to monitoring the safety and security of the property, staff members, and patients.
- Understanding and being aware of body language and behavioral patterns when monitoring patients to try and predict their actions and if the situation is starting to escalate.
- Maintaining good communication, patients, and situational awareness to help de-escalate patients that are starting to lose control or are already out of control.
- Practicing with work tools such as squad car lockout kit, taser, metal detector, hand cuffs, restraints, radios, and security systems to maintain my efficiency with them.
- Willingness to step up and take charge in stressful and dangerous situations to ensure the safety of fellow co-workers and patients.

Faller Class C

May 2016 – August 2016

Itasca County Fire Wise – Deer River, MN

- Falling of trees in many types of terrain and weather
- Trained others in proper and safe use of chainsaws
- Thinning and removal of trees, brush, and fire hazards
- Proper locating and assessment of fire hazards in forest and around homes
- Trained in and used ASVs
- Used and trained others in proper maintenance of a chainsaw

Smoke Chaser

May 2015 – September 2015

North Dakota Forest Service – Bismarck, ND

- Direct and indirect fire suppression techniques
- Structure fire protection.
- Portable field pump operations
- Fire line constructions
- HAZMAT training and operations
- Wildland Firefighting tool operations and maintenance
- Type 4 and type 6 fire engine operations
- Fire Wise operations thinning and providing space to better protect against forest fires

United States Marine Corps
 Camp Leather Neck, Helmand Province Afghanistan
Sgt (E-5) Leader of Marines

August 2010 – August 2014
 August 2013 – August 2014

- Improvement and wellbeing of subordinate Marines
- Trainer in safety and proper handling of tools
- Responsible for the actions and safety of up to 40 Marines at a given time

Supply Manager

- Sustaining and inspecting all supplies ordered and entering Camp Gonsalves
- Ordering and transportation of all supplies entering and leaving base
- Inventory of all supplies and gear
- Use of computers and programs such as ATLAS and SASSY to order and track supplies

Camp Gonsalves, Northern Okinawa Japan
Cpl (E-4) Leader of Marines

February 2011 – August 2013

- Improvement and wellbeing of subordinate Marines
- Trainer in safety and proper handling of tools
- Responsible for the actions and safety of twenty Marines
- Operating chainsaws, axes, table saws, and many other tools in the construction of training sights

Jungle Warfare and Survival Trainer

- Training over 2500 military members in jungle warfare and survival
- Training involved: repelling, rock climbing, navigation, hiking
- Inspection, maintenance, and cleaning of all training gear
- Daily fitness training

Supply Manager

- Sustaining and inspecting all supplies ordered and entering Camp Gonsalves
- Ordering and transportation of all supplies entering and leaving base
- Inventory of all supplies and gear
- Using and maintaining base funds in excess of \$500,000
- Use of computers and programs such as ATLAS and SASSY to order and track supplies



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 Davis	First Christina	Middle Lin	POSITION APPLIED FOR: Lead Security Officer
MAILING ADDRESS [REDACTED]			TODAY'S DATE: 09/17/2024
			DATE AVAILABLE TO WORK: As soon as needed.
			STATUS DESIRED: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Seasonal
			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"/>	YES <input checked="" type="checkbox"/>
			NO <input type="checkbox"/>
			Are you <u>under</u> 18 years of age? <input type="checkbox"/>
			<input checked="" type="checkbox"/>

EDUCATIONAL INFORMATION

School Name, City and State		Major Area of Study
High School: Duluth Central High School Duluth, MN	Diploma <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO GED <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
College:	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 _____	
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: Lake Superior College	(indicate type of certificate earned) CNA Certificate	Certified Nurse's Aide

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

TASER Training
 Use of Force Training
 Defensive Tactics Training

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

Valid MN Driver's License

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

EMPLOYMENT EXPERIENCE

CURRENT EMPLOYMENT INFORMATION			
EMPLOYER City of Grand Rapids	DATES EMPLOYED		JOB TITLE: Hospital Security
	FROM	TO	
ADDRESS 420 N. Pokegama Ave	10/2021	Present	NAME OF LAST SUPERVISOR: Kevin Ott
CITY, STATE, ZIP Grand Rapids, MN 55744	DESCRIBE YOUR WORK IN THIS JOB: Maintains security at GICH. Respond to complaints regarding hospital safety. Minimize disruptions and de-escalate situations and persons when needed. Prepare written reports and a daily log to document activity. Respond to emergencies that affect staff, patients and visitors. Routine interior and exterior security checks. Direct traffic, assist with crowd control, and secure helipad as needed. Effectively communicate with GRPD regarding emergencies on GICH property. Performs duties as assigned by GRPD and hospital administration. Attend GICH safety meetings. Prepare security activity reports and present to GICH administration. Assist with vehicle lock-outs as requested. Maintain security vehicle such as gas and wash.		
TELEPHONE Area Code + Number 218-326-7626			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Currently employed.			

PREVIOUS EMPLOYMENT INFORMATION			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER Grand Itasca Clinic and Hospital	DATES EMPLOYED		JOB TITLE: Admissions Financial Representative
	FROM	TO	
ADDRESS 1601 Golf Course Rd	08/2019	10/2021	NAME OF LAST SUPERVISOR: Kari Frizzel
CITY, STATE, ZIP Grand Rapids, MN 55744	DESCRIBE YOUR WORK IN THIS JOB: Register patients presenting to the Emergency Department. Apply and verify insurances. Answer patient questions and de-escalate as needed. Remain in compliance with federal patient forms. Answer the phones for switchboard afterhours. Direct patients to appropriate units.		
TELEPHONE Area Code + Number 218-326-3401			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Began work for City of Grand Rapids.			

EMPLOYER Residence Inn by Marriott Minneapolis St. Paul/Eagan	DATES EMPLOYED		JOB TITLE: Assistant General Manager
	FROM	TO	
ADDRESS 1560 Quarry Rd	12/2018	08/2019	NAME OF LAST SUPERVISOR: Robert Everson
CITY, STATE, ZIP Eagan, MN 55121	DESCRIBE YOUR WORK IN THIS JOB: Manage each department with the ability to complete every task necessary. Hire and train new staff. Provide excellent customer service and maintain the highest of standards. Schedule staff according to need and budget. Complete reports as assigned by corporate. Ran the whole building with limited staff while maintaining excellent customer survey scores. I was a salaried employee working up to 80 hours per week.		
TELEPHONE Area Code + Number 651-452-6020			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: No work/life balance.			

PREVIOUS EMPLOYMENT INFORMATION CONTINUED

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

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

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

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

UNPAID EXPERIENCE

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

MILITARY EXPERIENCE

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

Describe your duties:

Do you wish to apply for Veteran’s Preference points: Yes No

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

AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING

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

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Christina Harris
Signature

09/19/2024
Date

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

Employment Application

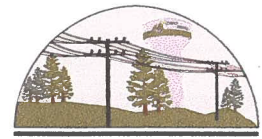
Item 21.



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

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

500 SE 4th Street
Grand Rapids, MN 55744
(218)326-7024
(218)326-7698 Fax
www.grpuc.org



**GRAND RAPIDS
PUBLIC UTILITIES**
Service is Our Nature

Equal Opportunity Employers

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

Thank you for considering employment with the City of Grand Rapids and Grand Rapids Public Utilities. We welcome you as an applicant and look forward to reviewing your application information. It is our policy to provide equal opportunity in employment. The City of Grand Rapids and Grand Rapids Public Utilities 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.

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PERSONAL INFORMATION

NAME Last Grigsby	First Samuel	Middle Patrick	POSITION APPLIED FOR: Hospital security
[REDACTED]			TODAY'S DATE: 08/26/24 DATE AVAILABLE TO WORK: +
			STATUS DESIRED: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Seasonal
			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.
Will your continued employment require employer sponsorship?	<input type="checkbox"/> <input checked="" type="checkbox"/>	Are you <u>under</u> 18 years of age?	<input type="checkbox"/> <input checked="" type="checkbox"/>

EMPLOYMENT EXPERIENCE

CURRENT EMPLOYMENT INFORMATION			
EMPLOYER Rays sport and cycle	DATES EMPLOYED		JOB TITLE: parts counterperson
	FROM	TO	
ADDRESS 20890 hwy 169	08/23	08/24	NAME OF LAST SUPERVISOR: Tony Kaml
CITY, STATE, ZIP Grand Rapids, MN 55744	DESCRIBE YOUR WORK IN THIS JOB: assisting customers with parts for their power sports vehicles. Answering phone calls. Working with computer data bases for parts.		
TELEPHONE Area Code + Number (218) 326-9355			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: still employed			

PREVIOUS EMPLOYMENT INFORMATION			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER St. Louis Cty Sherrif +	DATES EMPLOYED		JOB TITLE: Court security officer
	FROM	TO	
ADDRESS	08/22	07/23	NAME OF LAST SUPERVISOR: Steve Mattson
CITY, STATE, ZIP 300 s 5th ave.	DESCRIBE YOUR WORK IN THIS JOB: provide security for court house and staff during the day and in court room security during trials.		
TELEPHONE Area Code + Number (218) 471-7134			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input type="checkbox"/> Full-time <input checked="" type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: lasck of hours			

EMPLOYER All seasons services	DATES EMPLOYED		JOB TITLE: service writer
	FROM	TO	
ADDRESS	05/21	08/22	NAME OF LAST SUPERVISOR: Dave +
CITY, STATE, ZIP Pengilly mn	DESCRIBE YOUR WORK IN THIS JOB: service writer buisnes is closed		
TELEPHONE Area Code + Number			
May we contact this employer? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: job with St. Louis cty.			

PREVIOUS EMPLOYMENT INFORMATION CONTINUED			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER L&M supply	DATES EMPLOYED		JOB TITLE: service writer
	FROM	TO	
ADDRESS	05/20	05/21	NAME OF LAST SUPERVISOR: Eric Porterfield
CITY, STATE, ZIP Grand Rapids, MN 55744	DESCRIBE YOUR WORK IN THIS JOB: service writer		
TELEPHONE Area Code + Number 2183262926			
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Job With All Seasons			

EMPLOYER CN railroad	DATES EMPLOYED		JOB TITLE: conductor
	FROM	TO	
ADDRESS	05/14	12/20	NAME OF LAST SUPERVISOR: no one supervisor
CITY, STATE, ZIP Proctor, mn	DESCRIBE YOUR WORK IN THIS JOB: maintain records and work with an engineer in running trains from one point to another. Train new conductors.		
TELEPHONE Area Code + Number			
May we contact this employer? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: injury on the job			

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

UNPAID EXPERIENCE

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

MILITARY EXPERIENCE

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

Describe your duties:

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

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

AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING


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

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

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

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

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


Signature

08/27/24
Date

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



October 21, 2024

Mr. Samuel Grigsby



Dear Sam,

Please consider this letter as a conditional offer of employment for the position of Full-Time Security Officer for the City of Grand Rapids Police Department. Following is an outline of the terms and conditions of your pending employment.

Upon your signed and returned agreement with the terms and conditions stated herein, your appointment to the position of Full-Time Security Officer will be presented to the City Council at their subsequent City Council Meeting on October 28, 2024, and is subject to the successful completion of a background check, pre-employment medical exam, psychological exam, and drug screening.

Should you accept this conditional offer, the starting date of your employment is to be determined (TBD), based on the length of time necessary to successfully complete and pass the background check and all other conditions of employment. Your starting hourly salary will be \$23.67

- You will need to successfully pass a *Driver's License Check*. Please sign and return the Authorization for Driver's License Check form to me.
- You will need to successfully complete and pass a medical examination with Dr. Jay Sonder with Occupational Medicine at Grand Itasca Clinic and Hospital, located at 1601 Golf Course Road. To schedule an appointment, please call (218) 326-7344. If you happen to reach the main switchboard at Grand Itasca, please request to be transferred to Occupational Medicine.
- You will need to successfully complete and pass a psychological evaluation. Your psychological evaluation will be scheduled virtually with Dr. Michael Keller, out of Cambridge, MN. I will reach out to you regarding his availability. Please allow two (2) hours for the evaluation.

October 21, 2024
Offer Letter
Page Two

- You will need to successfully complete and pass drug screening at Northern Drug Screening. Please stop by Northern Drug Screening located at 111 NE 10th Avenue in Grand Rapids, MN for a pre-employment drug screening. They are open Monday through Friday from 8:00 a.m. to 4:00 p.m. Please let them know you need a pre-employment drug screening for the City of Grand Rapids.
- Your rate of pay will be \$23.67 per hour and your official start date will be determined after successful completion of the above-mentioned items.

Please see the enclosed benefit summary for benefit information. The City of Grand Rapids pays 100% of the premium for family coverage. Your coverage will begin on the 1st of the month following 30 days of employment.

Upon employment, you will accrue FTO at 4.62 hours for each 80-hour pay period based on the City FTO schedule.

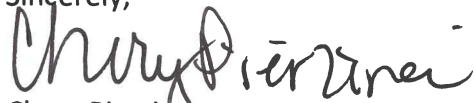
On behalf of the City of Grand Rapids, welcome and congratulations! We look forward to working with you.

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

Please sign below to indicate agreement with the terms and conditions of employment. Please provide me with a signed copy of this offer letter by no later than Wednesday, October 23, 2024, by 12:00 noon.

Samuel Grigsby _____ Date

Sincerely,



Chery Pierzina
Human Resources Officer

cc: Personnel File
Payroll



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

Employment Application

An Equal Opportunity Employer

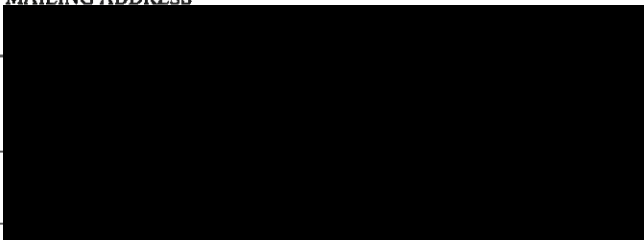

Please complete by printing in ink or typing. Application must be signed for employment consideration.

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 McNally	First Heather	Middle Jo	POSITION APPLIED FOR: Full Time Security	
MAILING ADDRESS 			TODAY'S DATE: 9/16/24	DATE AVAILABLE TO WORK: 10/1/24
			STATUS DESIRED: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Seasonal	
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.			EMAIL ADDRESS: 	
			Are you a valid driver's license? (For driving positions only)	
Will your continued employment require employer sponsorship?			Are you <u>under</u> 18 years of age?	
YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>			YES <input checked="" type="checkbox"/> NO <input type="checkbox"/>	
YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>			YES <input type="checkbox"/> NO <input checked="" type="checkbox"/>	

EDUCATIONAL INFORMATION

School Name, City and State		Major Area of Study
High School: Anoka	Diploma <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO GED <input type="checkbox"/> YES <input type="checkbox"/> NO	
College: University of Moorhead	Degree Completed: <input checked="" type="checkbox"/> YES <input checked="" type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed <u>2</u> Semester/Credit hours earned _____	Business Management Human Resources
Graduate School:	Degree Completed: <input type="checkbox"/> YES <input type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	
Technical or Vocational Programs:	(indicate type of certificate earned)	

List any other courses, seminars, workshops, or training you have that may provide you with skills related to this position:
OSHA, MSHA, First Aid, CPR, Taser, Tactical, and CJIS

List any current licenses or certificates you possess which may be related to this position:
OSHA, First Aid, and CPR

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

EMPLOYMENT EXPERIENCE

CURRENT EMPLOYMENT INFORMATION			
EMPLOYER TNT Construction Group	DATES EMPLOYED FROM TO 1/15/18 Current		JOB TITLE: Payroll Admin / Human Resources
ADDRESS 40 County Rd 63			NAME OF LAST SUPERVISOR: Janet Hammerlund
CITY, STATE, ZIP Grand Rapids, MN 55744	DESCRIBE YOUR WORK IN THIS JOB:		
TELEPHONE Area Code + Number (218) 326-1881			Input, process, disperse all payroll. Human Resources for 200+ employee's. Taxes and related forms. Union reporting and relations. Onboarding and technical reporting. Certified payroll. Employee Disputes. Unemployment + Workers Compensation.
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Still Employed			

PREVIOUS EMPLOYMENT INFORMATION			
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.			
EMPLOYER Aspire Heating	DATES EMPLOYED FROM TO 5/14 12/17		JOB TITLE: Payroll Admin / Human Resources
ADDRESS			NAME OF LAST SUPERVISOR: Justin Crossley
CITY, STATE, ZIP Grand Rapids, MN 55744	DESCRIBE YOUR WORK IN THIS JOB:		
TELEPHONE Area Code + Number (218) 256-7778			Same as above with fewer employee's.
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: New Employment			

EMPLOYER Insight Restoration	DATES EMPLOYED FROM TO 9/02 1/13		JOB TITLE: Payroll Admin / Human Resources
ADDRESS 12725 16th Ave N.			NAME OF LAST SUPERVISOR: Brett Denzel
CITY, STATE, ZIP Plymouth, MN 55441	DESCRIBE YOUR WORK IN THIS JOB:		
TELEPHONE Area Code + Number (612) 940-6797			Same as above with 50+ employees.
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No			
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other			
REASON FOR LEAVING: Relocation			

UNPAID EXPERIENCE

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

Grand Rapids Police Reserve

MILITARY EXPERIENCE

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

Describe your duties:

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

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

AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING

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

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

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

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

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

Heather McNally
Signature

9/16/24
Date

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

Professional Summary

Payroll Administrator with experience handling all aspects of payroll processing, including employee paychecks and direct deposits, taxes, deductions and garnishments. Brings comprehensive understanding of applicable laws and regulations related to payroll and employee benefits. Excellent communicator answering employee inquiries and resolving any payroll-related issues. Efficient Payroll Administrator knowledgeable about managing payroll for up to 200 employees each period. Adept at reviewing and correcting records, processing payments and funding accounts. Ready to bring 20+ years of progressive experience to a new permanent role.

Skills

- Data review
- HR Support
- Labor law knowledge
- Employee Onboarding
- Tax Compliance
- Intuit QuickBooks
- Microsoft Office
- Collective Bargaining Agreements
- Employee Relations
- Information Protection
- Period-End Reporting

Work History

Payroll Administrator

01/2018 to Current

TNT Construction Group LLC – 40 County Road 63, Grand Rapids, MN 55744

- Handled complex payroll situations such as back-pay calculations, garnishments, and overtime payments with accuracy and professionalism.
- Calculated payroll deductions by accurately using ComputerEase and processed payroll to meet preset requirements.
- Uploaded time records into computer system and made adjustments to create accurate database for payroll processing functions.
- Reduced errors in payroll calculations with meticulous attention to detail and thorough data verification.
- Managed payroll data entry and processing for 200 employees to comply with predetermined company guidelines.
- Processed payroll garnishments such as tax liens and child support.

- Facilitated year-end reporting by preparing accurate W-2 forms for all employees within required deadlines.
- Collaborated closely with HR and accounting teams to coordinate benefits deductions, tax withholdings, and other adjustments.
- Ensured timely salary disbursements for employees, maintaining strict adherence to company policies and deadlines.
- Conducted regular audits of payroll data to identify discrepancies and ensure compliance with federal regulations.

Payroll Administrator

05/2014 to 12/2017

Aspire Heating – Grand Rapids, MN

- Handled complex payroll situations such as back-pay calculations, garnishments, and overtime payments with accuracy and professionalism.
- Calculated payroll deductions by accurately using Quickbooks and processed payroll to meet preset requirements.
- Facilitated seamless year-end tax reporting by maintaining up-to-date employee financial records.
- Optimized payroll operations, introducing automated systems for better tracking of employee hours and overtime.
- Managed and updated employee benefits information.
- Prepared and submitted payroll taxes and reports to regulatory agencies.

Payroll Administrator and Human Resources

09/2002 to 01/2013

Insight Restoration – Rogers, MN

- Performed calculations in overtime, vacation, and sick hours to provide accurate data to payroll processing database.
- Offered payroll-related subject matter expertise to management and employees to resolve payroll discrepancies.
- Calculated payroll deductions by accurately using Quickbooks and processed payroll to meet preset requirements.
- Uploaded time records into computer system and made adjustments to create accurate database for payroll processing functions.

Education

High School Diploma
Anoka High School

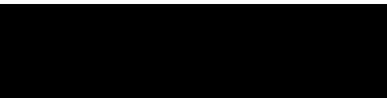
05/1995

Moorhead State
University



October 21, 2024

Heather McNally



Dear Heather,

Please consider this letter as a conditional offer of employment for the position of Part-Time Security Officer for the City of Grand Rapids Police Department. Following is an outline of the terms and conditions of your pending employment.

Upon your signed and returned agreement with the terms and conditions stated herein, your appointment to the position of Part-Time Security Officer will be presented to the City Council at their subsequent City Council Meeting on October 28, 2024, and is subject to the successful completion of a background check, pre-employment medical exam, psychological exam, and drug screening.

Should you accept this conditional offer, the starting date of your employment is to be determined (TBD), based on the length of time necessary to successfully complete and pass the background check and all other conditions of employment. Your starting hourly salary will be \$17.7038.

- You will need to successfully pass a *Driver's License Check*. Please sign and return the Authorization for Driver's License Check form to me.
- You will need to successfully complete and pass a medical examination with Dr. Jay Sonder with Occupational Medicine at Grand Itasca Clinic and Hospital, located at 1601 Golf Course Road. To schedule an appointment, please call (218) 326-7344. If you happen to reach the main switchboard at Grand Itasca, please request to be transferred to Occupational Medicine.
- You will need to successfully complete and pass a psychological evaluation. Your psychological evaluation will be scheduled virtually with Dr. Michael Keller, out of Cambridge, MN. I will reach out to you regarding his availability. Please allow two (2) hours for the evaluation.

- You will need to successfully complete and pass drug screening at Northern Drug Screening. Please stop by Northern Drug Screening located at 111 NE 10th Avenue in Grand Rapids, MN for a pre-employment drug screening. They are open Monday through Friday from 8:00 a.m. to 4:00 p.m. Please let them know you need a pre-employment drug screening for the City of Grand Rapids.
- Your rate of pay will be \$17.7038 per hour and your official start date will be determined after successful completion of the above-mentioned items.

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.

Please sign below to indicate agreement with the terms and conditions of employment. Please provide me with a signed copy of this offer letter by no later than Wednesday, October 23, 2024, by 12:00 noon.

Heather McNally

Date

Sincerely,



Chery Pierzina
Human Resources Officer

cc: Personnel File
Payroll



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

AGENDA ITEM: Consider passing a resolution accepting a donation from the Greater Pokegama Lake Association for financial assistance with the July 4th Fireworks Display.

PREPARED BY: Dale Anderson, Director of Parks & Recreation

BACKGROUND:

Our partnership with the Greater Pokegama Lake Association has helped provide a quality 4th of July Fireworks Display for years. The resolution is attached for your review.

REQUESTED COUNCIL ACTION:

Make a motion to pass a resolution accepting a donation from the Greater Pokegama Lake Association for financial assistance with the July 4th Fireworks Display.

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

RESOLUTION NO. 24-

A RESOLUTION ACCEPTING A \$3,000 DONATION FROM THE GREATER
POKEGAMA LAKE ASSOCIATION FOR THE JULY 4, 2024 INDEPENDENCE DAY
FIREWORKS AT POKEGAMA LAKE

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 Greater Pokegama Lake Association has donated \$3,000 for the Independence Day Fireworks at Pokegama Lake.

Adopted this 28th day of October, 2024.

Tasha Connelly, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

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

Kim Gibeau

From: Grand Rapids Minnesota <grandrapids-mn@municodeweb.com>
Sent: Friday, October 18, 2024 9:27 AM
To: Kim Gibeau
Subject: Application for Boards & Commissions

Submitted on Friday, October 18, 2024 - 9:26am

Submitted by anonymous user: 161.199.187.11

Submitted values are:

CONTACT INFORMATION

Full Name Amanda King

Phone Number [REDACTED]

Email amcarpen@gmail.com

Address: [REDACTED]

BOARDS AND COMMISSIONS

Please select all Boards & Commissions on which you would like to serve.

Boards & Commissions LIBRARY BOARD

BACKGROUND INFORMATION

Occupation: Automation & Self-Serve Analyst at Affinity Plus Federal Credit Union

Qualifications:

I am a fire believer in lifelong learning. The public library is a crucial and necessary resource! I am detail oriented, organized, and always up for a new challenge. I would be honored to represent Warba and the Feeley Township on the Library Board.

Additional Comments: Referral from Cyndy Martin

City Relationships: No

If yes to previous question:

Residency: No

DATA AUTHORIZATION:

- Phone Number
- Email Address

AGREE:

- I agree to inform the City Clerk's office of any change indicated above.
- I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this application.
- I understand and agree that as a member of a City of Grand Rapids Commission/Board that I will be utilizing my private email address for official City business. I further understand that pursuant to Minnesota Statutes Chapter 13 (Data Practices), that upon request from City Administration that I must provide emails relative to City business to fulfill all data practice requests. Failure to do so could be deemed a Misdemeanor pursuant to Minnesota Law.

- I agree that by submitting this application, I am stating that the statements and information provided are true and correct to the best of my knowledge.

The results of this submission may be viewed at:

<https://link.edgepilot.com/s/add836a1/F0tIro6tXEGlwLOGRIK2qA?u=https://cityofgrandrapidsmn.com/node/791/submission/1521>



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

AGENDA ITEM: Consider appointment to the Library Board.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The Grand Rapids Area Library Board currently has one non-resident vacancy with an unexpired term through December 31, 2026. We have one applicant, Amanda King, meeting the non-resident criteria. Councilor MacGregor has contacted Ms. King and recommends her appointment.

REQUESTED COUNCIL ACTION:

Make a motion to appoint Amanda King to the Grand Rapids Area Library Board, non-resident vacancy, to fill an unexpired term through December 31, 2026.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28, 2024

AGENDA ITEM: Conduct a public hearing to consider the adoption of an ordinance as it pertains to Franchise Fees.

PREPARED BY: Matt Wegwerth

BACKGROUND:

Staff will present the attached power point presentation as background for the public hearing.

REQUESTED COUNCIL ACTION:

Franchise Fee Ordinance

Public Hearing
October 28th, 2024

GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE



Franchise Fee Ordinance

Fee Structure

Proposed Fee Structure:

Residential - \$1.25 / month

Commercial /Industrial – 2.5% of monthly bill (max of \$2,000/month)

Would generate approximately \$350,000 per year to make annual bond payment and would eliminate the use of property taxes

Residential Home will pay \$15 / year in first year

Commercial will vary depending on electric usage

Demand and Energy	Monthly Bill	Monthly Franchise Fee	Yearly Franchise Fee
Small C&I	\$ 5,000.00	\$ 125.00	\$ 1,500.00
Medium C&I	\$ 20,000.00	\$ 500.00	\$ 6,000.00
Large C&I	\$ 40,000.00	\$ 1,000.00	\$ 12,000.00



Franchise Fee Ordinance

Fee Structure

Proposed Fee Structure:

Fees will increase on an annual basis

Revenue will be reviewed on an annual basis and rates will be adjusted to align with the program goals

Customer Classification	Amount per Account per Month				
	2025	2026	2027	2028	2029
Residential	\$ 1.25	\$ 2.50	\$ 3.75	\$ 5.00	\$ 6.25
Commercial / Industrial (all customers)	2.50%	5.00%	7.50%	10.00%	12.50%
Maximum amount per month	\$ 2,000	\$ 4,000	\$ 6,000	\$ 8,000	\$10,000



Franchise Fee Ordinance

Residential Example for \$270K Home

Franchise Fee

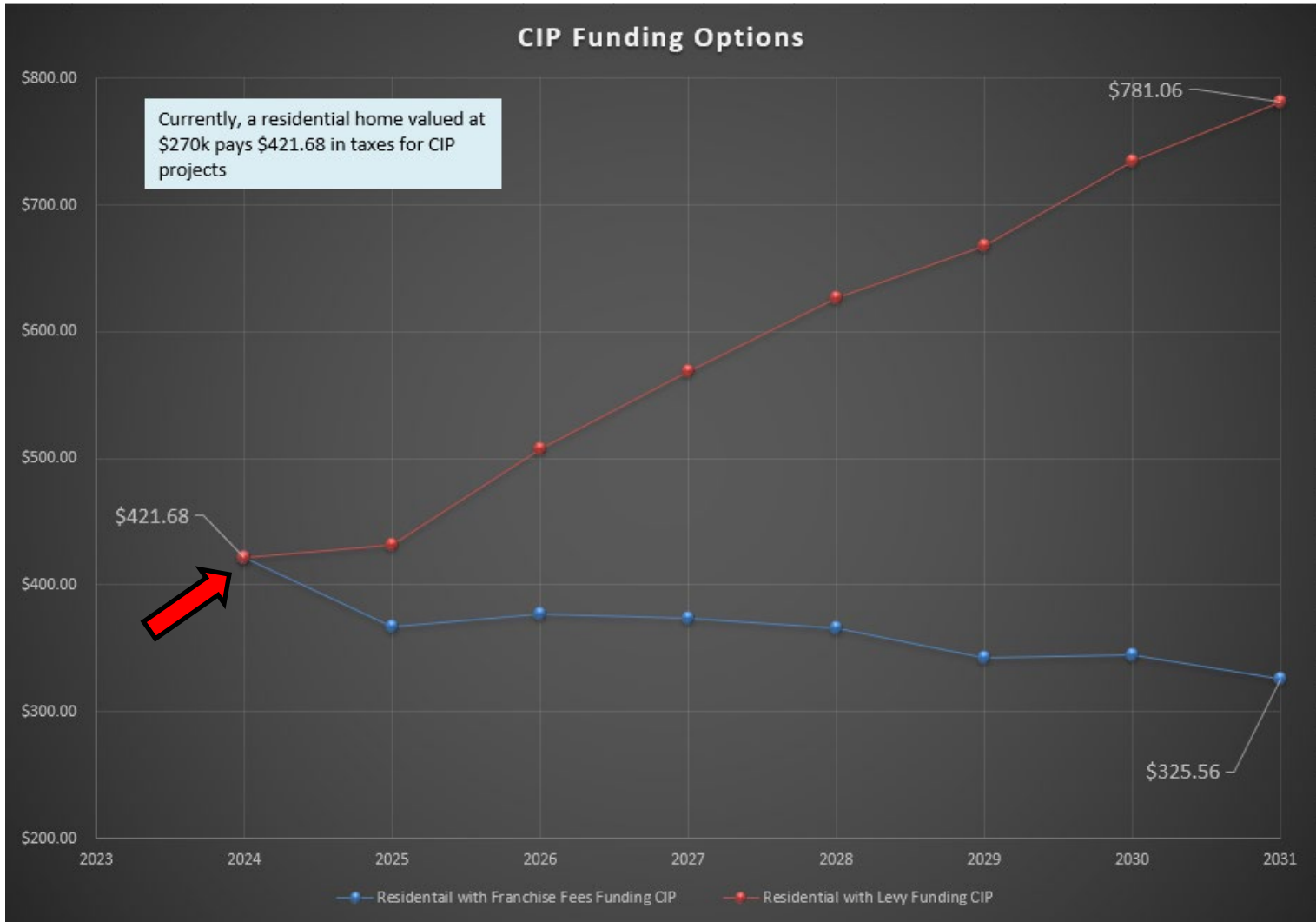
Reduction in Property Tax Not issuing new debt										
2024 Tax Rate			0.7318	0.7318	0.7318	0.7318	0.7318	0.7318	0.7318	0.7318
Debt Reduction Tax Rate			0.7135	0.706	0.704	0.6972	0.6888	0.6746	0.6698	0.6572
Debt Reduction/\$100k Res.			\$18.30	\$25.80	\$27.80	\$34.60	\$43.00	\$57.20	\$62.00	\$74.60
2024 Median \$207.8k			\$38.03	\$53.61	\$57.77	\$71.90	\$89.35	\$118.86	\$128.84	\$155.02
2024 Mean \$269.6k			\$49.34	\$69.56	\$74.95	\$93.28	\$115.93	\$154.21	\$167.15	\$201.12
2025 Franchise Fee			\$ 15.00	\$ 30.00	\$ 45.00	\$ 60.00	\$ 75.00	\$ 90.00	\$ 105.00	
Debt Reduction/\$100k Res.		\$	156.41							
2024 Median \$207.8k		\$	325.02							
2024 Mean \$269.6k		\$	421.68	\$ 352.12	\$ 346.73	\$ 328.40	\$ 305.75	\$ 267.47	\$ 254.53	\$ 220.56
Total amount paid		\$	421.68	\$ 367.12	\$ 376.73	\$ 373.40	\$ 365.75	\$ 342.47	\$ 344.53	\$ 325.56

Levy

Increase in Property Tax Doing \$3.5 Million Project Each Year										
2024 Tax Rate			0.7318	0.7318	0.7318	0.7318	0.7318	0.7318	0.7318	0.7318
Debt Reduction Tax Rate			0.7135	0.7357	0.7634	0.7863	0.8076	0.8231	0.848	0.8651
Debt Reduction/\$100k Res.			-\$18.30	\$3.90	\$31.60	\$54.50	\$75.80	\$91.30	\$116.20	\$133.30
2024 Median \$207.8k			-\$38.03	\$8.10	\$65.66	\$113.25	\$157.51	\$189.72	\$241.46	\$277.00
2024 Mean \$269.6k			-\$49.34	\$10.51	\$85.19	\$146.93	\$204.36	\$246.14	\$313.28	\$359.38
Debt Reduction/\$100k Res.		\$	156.41							
2024 Median \$207.8k		\$	325.02							
2024 Mean \$269.6k		\$	421.68	\$ 432.20	\$ 506.87	\$ 568.61	\$ 626.04	\$ 667.83	\$ 734.96	\$ 781.06



Franchise Fee Ordinance Residential Example for \$270K Home





Franchise Fee Ordinance

Commercial Example

Commercial Example

Example	Average Monthly Electric Bill	2023 EMV	Amount of City Tax Currently Paid towards Debt	Total amount paid towards CIP w/ Franchise Fee in Year 7	Total amount paid towards CIP w/ Levy increase in Year 7	Diference in Year 7
Commercial 1	\$ 4,500	\$ 3,100,000	\$ 9,267.29	\$ 13,660.32	\$ 17,165.32	\$ (3,504.99)
Commercial 2	\$ 19,000	\$ 3,700,000	\$ 11,144.21	\$ 45,169.87	\$ 20,641.84	\$24,528.03
Industrial 1	\$ 1,300	\$ 1,600,000	\$ 4,574.99	\$ 4,749.38	\$ 8,474.02	\$ (3,724.63)
Industrial 2	\$ 18,000	\$ 5,000,000	\$ 15,523.69	\$ 43,510.27	\$ 28,753.72	\$14,756.56

- Some properties will see an overall reduction in the amount paid towards the Street CIP
- For commercial/industrial, it is all based on usage





Franchise Fee Ordinance

Schedule

Schedule:

October 14th City Council meeting - Public Hearing on Franchise Agreements - **COMPLETE**

October 28th City Council meeting - Consider Approving Franchise Agreements - **COMPLETE**
- Hold Public Hearing on Franchise Fees
- Consider Approving Franchise Fees

On or After January 1st, 2025 – Franchise fees implemented



Franchise Fee Ordinance

Public Hearing

October 28th, 2024

Item 24.

Questions?





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: October 28th, 2024

AGENDA ITEM: Consider adopting an Ordinance establishing Franchise Fees.

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City has been reviewing various options for funding the Street Improvement Program. Currently, the city bonds for projects and utilizing the general levy for making loan payments. Franchise fees are a mechanism for generating revenue that is more equitable than utilizing property taxes. Non-profits, tax-exempt, government entities and churches currently do not assist with funding the street program but would with the franchise fee model.

In order to implement franchise fees, the first step is to establish Franchise Agreements with the three electric service providers within the City of Grand Rapids. These agreements have been approved. Attached is the Franchise Fee Ordinance that establishes implementation.

The fee structure will be included in the City-wide fee schedule, and will be brought forward by Administration.

REQUESTED COUNCIL ACTION:

Make a motion adopting an Ordinance establishing Franchise Fees and publish in short form.

ORDINANCE NO. 24-__
CITY OF GRAND RAPIDS, MINNESOTA

**AN ORDINANCE OF THE CITY OF GRAND RAPIDS IMPLEMENTING AN
ELECTRIC SERVICE FRANCHISE FEE FOR PROVIDING ELECTRIC
SERVICE WITHIN THE CITY OF GRAND RAPIDS, ITASCA COUNTY,
MINNESOTA**

THE CITY COUNCIL OF THE CITY OF GRAND RAPIDS, MINNESOTA, DOES FIND AND ORDAIN, AND THE CITY CODE OF ORDINANCES IS HEREBY REVISED TO INCLUDE, THE FOLLOWING:

Section 1. Purpose. The Grand Rapids City Council has determined that it is in the best interest of the City to impose franchise fees on those utility companies that provide electric services within the City. Pursuant to *Minnesota Statutes, Section 216B.36* and the Franchise Ordinances, the City has the authority and right to impose franchise fees on the Companies. The purpose of this ordinance is to establish such franchise fees to be paid to the City by the Companies. The franchise fees shall be used exclusively to fund the Cities cost to maintain the city street system.

Section 2. Definitions.

For the purposes of this Ordinance, the following capitalized terms shall have the following meanings:

- 2.1 **City.** The City of Grand Rapids, County of Itasca, State of Minnesota.
- 2.2 **Companies.** Lake Country Power, a Minnesota Cooperative Corporation, its successors and assigns; and Minnesota Power, a Minnesota Utility Corporation, its successors and assigns; and Grand Rapids Public Utilities, a Minnesota Municipal Utility, its successors and assigns.
- 2.3 **Franchise Ordinances.** The franchise ordinances adopted by the City on October 28th, 2024 – City Ordinance No. 24-___, City Ordinance No. 24-___ and City Ordinance No. 24-___.
- 2.4 **Notice.** “Notice” means a writing served by any party or parties on any other party or parties.
Notice to Companies shall be mailed to: General Manager, Lake Country Power, 26039 Bear Ridge Drive, Cohasset, MN 55721 and; Chief Executive Officer, Minnesota Power, 30 W Superior Street, Duluth, MN 55802 and; General Manager, Grand Rapids Public Utilities, 500 4th Street SE, Grand Rapids, MN 55744.

Notice to City shall be mailed to the City Administrator, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN 55744

Section 3. Electric Franchise Fee.

3.1 Franchise Fee Statement and Schedule. A franchise fee is hereby imposed on the Company under its electric franchise after ninety (90) days' written notice from the City, with the amount and fee design set forth in the City's fee schedule.

3.2 Account Fee.

- a) This fee is an account-based fee and not a meter-based fee. In the event that an entity covered by this ordinance has more than one meter at a single premise, but only one account, only one fee shall be assessed to that account.
- b) If the Company combines the rate classifications into a single account, the franchise fee assessed to the account will be the largest franchise fee applicable to a single rate classification for electric delivered to that premise.
- c) For calculating the fee amount, all rates shall be applied to the total amount billed.
- d) The effective date of fee collections shall be January 1st, 2025 or as mutually agreed upon

3.3 Payment and Fee Modification.

- a) The franchise fee shall be payable quarterly and shall be based on the amount collected by Company during complete billing months during the period for which payment is to be made. The payment shall be due the last business day of the month following the period for which the payment is made. Such fee shall not exceed any amount that the Company may legally charge to its customers prior to payment to the City by imposing a surcharge equivalent to such fee in its rates for electric service.
- b) Company shall provide a billing report with each payment that summarizes how the amount collected was derived.
- c) The franchise fee may be increased or decreased from time to time, however any such change may not occur more often than annually and 90 days notice shall be provided by the City to the Company.
- d) No franchise fee shall be payable by Company if Company is unable to first collect an amount equal to the franchise fee from its customers in each applicable class of customers by imposing a surcharge in Company's applicable rates for electric service. Company may pay the City the fee based upon the surcharge billed subject to subsequent reductions to account for uncollectibles, refunds and correction of erroneous billings.
- e) Franchise fees are to be collected monthly by the Company in the amounts set forth in the City's fee schedule, and remitted to the City on a quarterly basis as follows:

January – March collections due by April 30.

April – June collections due by July 31.

July – September collections due by October 31.
October – December collections due by January 31.

3.4 Record Support for Payment. Company agrees to make its records available for inspection by the City at reasonable times provided that the City and its designated representative agree in writing not to disclose any information which would indicate the amount paid by any identifiable customer or customers or any other information regarding identified customers that is non-public by law.

3.5 Customer Classification. The company shall determine the customer classification per state law or approved company policies. When billing the electric franchise fee, the company shall use approved company policies and procedures to establish a new account and closing an account.

Section 4. Surcharge. The City recognizes that the Minnesota Public Utilities Commission may allow the Company to add a surcharge to customer rates of city residents to reimburse the Company for the cost of the fee. The Company agrees that it is prohibited from adding an administrative fee of any kind on the franchise fee.

Section 5. That this Ordinance shall be published and take effect as provided by law.

Adopted this ____ day of _____, 2024 by the City Council of the City of Grand Rapids.

Tasha Connelly
Mayor

Kim Gibeau
City Clerk