



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

CITY COUNCIL MEETING AGENDA
Monday, January 13, 2025
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, January 13, 2025 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CONDUCT SWEARING IN FOR COUNCILMEMBERS:

CALL OF ROLL:

PROCLAMATIONS/PRESENTATIONS:

1. Designate a Councilmember to serve as Mayor Pro-Tem for 2025.
2. Designate an official newspaper for the City of Grand Rapids for 2025.
3. Appoint Council Representatives to Boards & Commissions
4. Appoint Council representatives to selected agencies
5. Adopt the official City Calendar for 2025
6. Consider appointing the following financial institutions as depository designations for 2025, and delegate the Finance Director or Finance Director's Designee authorization for electronic funds transfers.

PROCLAMATIONS/PRESENTATIONS:

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

7. Approve Council minutes for Monday, December 16, 2024 Regular meeting.

VERIFIED CLAIMS:

8. Approve the verified claims for the period December 10, 2024 to January 6, 2025 in the total amount of \$1,346,823.40.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

9. Acknowledge the following minutes for Boards & Commissions:

- ~ September 5, 2024 Planning Commission
- ~ September 25, 2024 Human Rights Commission
- ~ November 12, 2024 Arts & Culture Commission
- ~ November 14, 2024 GREDA Meeting
- ~ November 21, 2024 GREDA Meeting
- ~ December 11, 2024 Library Board Meeting

CONSENT AGENDA:

- 10. Consider renewing the Consulting Services Contract with Madden Galanter Hansen, PLLC, Attorneys at Law, for labor relations.
- 11. Consider correction to the Job Title of the Part-Time Library Public Services Clerk Resignation and Job Posting.
- 12. Consider hiring Dennis Gibbons as Regular Part-Time Arena Attendant II.
- 13. Consider hiring temporary Library employee through Personnel Dynamics.
- 14. Consider accepting feasibility report and ordering plans and specifications for CP 2024-1, Sylvan Bay Phase 2 Project
- 15. Consider authorizing the Police Department to enter contract with service provider Angie Baratto MA, LPCC.
- 16. Consider authorizing the Police Department to enter into contract with service provider Steven E. Breitbarth, M. Div., LMFT.
- 17. Consider adopting a resolution approving reimbursement of expenditures for CP 2024-1, Sylvan Bay Phase 2 Project.
- 18. Consider adopting a resolution authorizing a Safe Routes to School application
- 19. Consider approving the disposal of (5) five retired squad vehicles
- 20. Consider approval of marketing agreement with Club Prophet Systems
- 21. Consider approving new PepperBall policy for the Grand Rapids Police Department
- 22. Consider renewing support agreement with AVI Systems.
- 23. Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust.
- 24. Consider authorizing staff to request quotes for miscellaneous right-of-way work
- 25. Consider approving computer maintenance agreements for 2025 with Harris Computer Systems for \$34,985.79.

- [26.](#) Consider accepting the resignation of Ashlee Lehner from the Arts & Culture Commission
- [27.](#) Consider approving a resolution protecting the right of voters regarding the provision of utility service.
- [28.](#) Consider adopting a resolution authorizing an application to the MN Department of Iron Range Resources (IRRR) Public Works grant program for the IEDC Forge project.
- [29.](#) Consider approving the purchase of a John Deere Large Surface Mower
- [30.](#) Consider approving resolutions Amending 2025 Special Revenue-Yanmar Arena Budget and 2025 Enterprise Fund-Pokegama Golf Course Budget.
- [31.](#) Consider authorizing staff to solicit quotes for the annual stormwater basin cleaning project
- [32.](#) Consider adopting a resolution setting a public hearing on the proposed vacation of a platted utility easement in the plat of Airport South Industrial Park – Phase 1.
- [33.](#) Consider authorizing the Police Department to host “The Best Backup” seminar offered by the Breach Point Company at a cost not to exceed \$6,412.

SET REGULAR AGENDA:

POLICE:

- [34.](#) Consider adopting a resolution accepting a \$500 donation from Greenway Lions Club to support Grand Rapids Police Shop with a Hero Program.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 27, 2025 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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REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Designate an official newspaper for the City of Grand Rapids for 2025.

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The Herald Review and Scenic Range News have submitted requests to be designated as the Official City Newspaper. Both bids are attached for review and consideration.

331A.04 DESIGNATION OF A NEWSPAPER FOR OFFICIAL PUBLICATIONS.

Subdivision 1. Priority.

The governing body of a political subdivision, when authorized or required by statute or charter to designate a newspaper for publication of its public notices, shall designate a qualified newspaper in the following priority.

Subd. 2. Known office in locality.

If there are one or more qualified newspapers, the known office of issue of which are located within the political subdivision, one of them shall be designated.

Subd. 3. Secondary office in locality.

When no qualified newspaper has a known office of issue located in the political subdivision, but one or more qualified newspapers maintain a secondary office there, one of them shall be designated.

Subd. 4. General circulation in locality.

When no qualified newspaper has its known office of issue or a secondary office located within the political subdivision, then a qualified newspaper of general circulation there shall be designated.

Subd. 5. Other situations.

If a political subdivision is without an official newspaper, or if the publisher refuses to publish a particular public notice, matters required to be published shall be published in a newspaper designated as provided in subdivision 4. The governing body of a political subdivision with territory in two or more counties may, if deemed in the public interest, designate a separate qualified newspaper for each county.

EO

Subd. 6. Exception to designation priority.

(a) Notwithstanding subdivisions 1 to 3, the governing body of a political subdivision may designate any newspaper for publication of its official proceedings and public notices, if the following conditions are met:

(1) the newspaper is a qualified medium of official and legal publication;

(2) the publisher of the newspaper furnishes a sworn statement, verified by a recognized independent circulation auditing agency, covering a period of at least one year ending no earlier than 60 days before designation of the newspaper, stating that the newspaper's circulation reaches not fewer than 75 percent of the households within the political subdivision;

(3) the newspaper has provided regular coverage of the proceedings of the governing body of the political subdivision and will continue to do so; and

(4) the governing body votes unanimously to designate the newspaper.

(b) If the circulation of a newspaper designated under this subdivision falls below 75 percent of the households within the political subdivision at any time within the term of its designation as official newspaper, its qualification to publish public notices for the political subdivision terminates.

REQUESTED COUNCIL ACTION:

Make a motion to designate either the Herald Review or Scenic Range News as the official newspaper for the City of Grand Rapids.

113 2nd Street
Nashwauk, MN 55769
copy@scenicrangenewsforum.com



2615 Jessie Mine Rd.
Grand Rapids, MN 55744

Item 2.

12/10/24

Grand Rapids
Kim Johnson-Gibeau
420 N Pokegama Ave
Grand Rapids, MN 55744

Dear Kim:

It has been an honor to serve as your legal newspaper in the past and we hope to continue the relationship.

Please accept this bid for consideration of the Scenic Range NewsForum to be the legal publication of record for. The below rates will be honored for all legal proceedings effective issue dated January 2, 2025.

The Scenic Range will be offering a discounted rate to municipalities that have named us the "Official Legal Newspaper". The 2025 legal rate will be \$8.25 per column inch for the first run and any subsequent runs will be \$6.25 per column inch.

Municipalities that name us the legal publication will receive the discounted rate of \$7.25 per column inch for the first run and \$5.25 for subsequent runs.

The rate for display advertising is \$6.00 per column inch for black ink and \$8.00 per column inch for full color advertising.

The Scenic Range offers much more than a newspaper. We also offer a full printshop and mail service for newsletters and other marketing type programs.

It would be an honor to continue serving as the legal publication in our community.

Sincerely

Tony Fragnito

Tony Fragnito
Publisher

GrandRapidsMN.com

HeraldReview

21 NE 5th Street, Suite 101, PO Box 220, Grand Rapids, MN 55744
Phone 218.326.6623 Fax 218.326.6627

December 1st, 2024

City of Grand Rapids
420 N. Pokegama Ave.
Grand Rapids, MN 55744

We ask to be named the official newspaper for the City of Grand Rapids. We look forward to continuing our work with Itasca County to keep your citizens informed. We offer to print the proceedings of your board, statements and all legal notices requiring publication during the year 2025. Please see attachment for 2025 rates.

All proceedings of your board, statements and legal notices will be posted online. Display and Classified notices will also be in the Grand Rapids Manney's Shopper at no extra charge as well as on our website grandrapidsmn.com. Our website had over 1.8 million views in the past 12 months and over 13,000 unique visitors each week.

In our proposal, we are including the legal newspaper status for 2025 approved by the Minnesota Secretary of State. We will also include the Statement of Ownership, Management and Circulation on file with the United States Postal Service, which shows proof of guaranteed distribution of the Grand Rapids Herald Review.

We confirm that the Grand Rapids Herald Review meets the "Qualified Newspaper" standards as described by the League of Minnesota Cities.

Thank you for giving us the opportunity to serve your community. We also look forward to your input in the coming year to provide your community with complete and accurate information on a timely basis. If there is any way we can be of further service to you, please let us know.

Sincerely,

Brett G. Holum

Brett Holum
General Manager/Publisher

218-313-3214
bholum@grandrapidshealdreview.net

GrandRapidsMN.com

HeraldReview

21 NE 5th Street, Suite 101, PO Box 220, Grand Rapids, MN 55744
Phone 218.326.6623 Fax 218.326.6627

December 1st, 2024

2025 Legal Display rates:

First run.....\$12.19 per column inch (\$7.47 per square inch) includes publication in the Grand Rapids Herald Review and Grand Rapids Manney's Shopper plus online posting with grandrapidsmn.com, with an average of over 350,000 page views per month.

Additional runs \$10.92 per column inch (\$6.77 per square inch)

Sincerely,

Brett G. Holum

Brett Holum
General Manager/Publisher



CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Appoint Council Representatives to Boards & Commissions

PREPARED BY: Kimberly Gibeau

BACKGROUND:

The City has Boards & Commissions that require Mayor appointments and Council appointments.

Appendix D: Mayoral Board/Commission appointment and Council approved process.

- Greenway Park & Rec Joint Board – Appoint 1
- Civic Center Advisory Board – Appoint 1
- GREDA – Appoint 2

Appendix C: Mayor & Council Board/Commission appointment process.

- PUC – Appoint 1
- Cable Commission – Appoint 1 + alternate
- Human Rights Commission – Appoint 1

NOTE: Current appointments for 2024:

Greenway Park & Rec Joint Board – Councilor Sutherland

Civic Center Advisory Board – Councilor Sutherland

GREDA – Councilors MacGregor & Sutherland

PUC – Councilor Adams

Cable Commission – Councilor Blake Alternate: Councilor MacGregor

Human Rights Commission – Councilor Blake

REQUESTED COUNCIL ACTION:

Make a motion to appoint Council representatives to City Boards & Commissions for 2025 calendar year.



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REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025
AGENDA ITEM: Appoint Council representatives to selected agencies
PREPARED BY: Kimberly Gibeau

BACKGROUND:

The Council has long standing relationships with a number of organizations and appoints representatives to facilitate the City’s interest in many different policy arenas.

<u>Agency:</u>	<u># of Representatives:</u>
Range Area Municipalities and Schools	1 + alternate
Western Mesabi Mine Pit Board	1 + alternate
City/County Co-Op	2
Joint Gas Board	1
Fire Relief Association	1 + a City Staff member
Coalition of Greater MN Cities	1
League of Minnesota Cities	1
Arrowhead Regional Development Commission	1
Range Mayor’s Association	1

NOTE: Current appointments made in 2024:

RAMS Board – Councilor Adams Alternate: Mayor Connelly
WMMPB – Councilor MacGregor Alternate: Councilor Blake
City/County Co-Op – Councilor Blake & Mayor Connelly
Joint Gas Board – Councilor Adams
Fire Relief Association – Mayor Connelly and Finance Director Barb Baird
CGMC – Councilor Blake
LMC – Councilor MacGregor
ARDC – Councilor Adams
Range Mayor’s Association – Mayor Connelly

REQUESTED COUNCIL ACTION:

Make a motion to appoint Council representatives and staff to select agencies for 2025 calendar year.



CITY OF
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2025

January							February							March							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
			1	2	3	4							1								1
5	6	7	8	9	10	11	2	3	4	5	6	7	8	2	3	4	5	6	7	8	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	9	10	11	12	13	14	15	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	16	17	18	19	20	21	22	
26	27	28	29	30	31		23	24	25	26	27	28		23	24	25	26	27	28	29	
April							May							June							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
		1	2	3	4	5					1	2	3	1	2	3	4	5	6	7	
6	7	8	9	10	11	12	4	5	6	7	8	9	10	8	9	10	11	12	13	14	
13	14	15	16	17	18	19	11	12	13	14	15	16	17	15	16	17	18	19	20	21	
20	21	22	23	24	25	26	18	19	20	21	22	23	24	22	23	24	25	26	27	28	
27	28	29	30				25	26	27	28	29	30	31	29	30						
July							August							September							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
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13	14	15	16	17	18	19	10	11	12	13	14	15	16	14	15	16	17	18	19	20	
20	21	22	23	24	25	26	17	18	19	20	21	22	23	21	22	23	24	25	26	27	
27	28	29	30	31			24	25	26	27	28	29	30	28	29	30					
							31														
October							November							December							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
			1	2	3	4							1		1	2	3	4	5	6	
5	6	7	8	9	10	11	2	3	4	5	6	7	8	7	8	9	10	11	12	13	
12	13	14	15	16	17	18	9	10	11	12	13	14	15	14	15	16	17	18	19	20	
19	20	21	22	23	24	25	16	17	18	19	20	21	22	21	22	23	24	25	26	27	
26	27	28	29	30	31		23	24	25	26	27	28	29	28	29	30	31				
							30														

- Golf Course Board - 7:30 am
- Cable TV Comm. - Noon
- Public Util. Comm.
- PC Planning Comm. - 4 pm
- Library Board - 5 pm
- Arts & Culture Comm. - 3:45 pm
- Economic Devl. Authority - 4 pm
- Council Worksession - 4 pm
- City Council Mtg - 5 pm
- PCAB Police Advisory Board - 4 pm
- Fire Dept. Bus. Mtg. - 7 pm
- Human Rights Comm. - 4:00 pm
- Payroll
- Holiday
- Civic Center Adv. Board - 6 pm
- WS Work Session Public Utilities
- Flex Benefits Deadline



CITY OF
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REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider appointing the following financial institutions as depository designations for 2025, and delegate the Finance Director or Finance Director's Designee authorization for electronic funds transfers.

PREPARED BY: Laura Pfeifer

BACKGROUND:

We are recommending the City of Grand Rapids designate the following institutions as depositories for 2025:

- Deerwood Bank
- First National Bank of Coleraine
- Grand Rapids State Bank
- Park State Bank
- RBC Wealth Management
- Wells Fargo Bank of Minnesota
- Woodland Bank

REQUESTED COUNCIL ACTION:

Make a motion to appoint the following financial institutions as depository designations for 2025: Deerwood Bank, First National Bank of Coleraine, Grand Rapids State Bank, Park State Bank, RBC Wealth Management, Wells Fargo Bank of Minnesota, Woodland Bank and delegate the Director of Finance or Director of Finance's designee authorization for electronic funds transfer.



CITY OF
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CITY COUNCIL MEETING MINUTES
Monday, December 16, 2024
5:00 PM

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

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

STAFF: Tom Pagel, Chad Sterle, Tom Beaudry, Matt Wegwerth, Laura Pfeifer, Will Richter, Travis Cole, Rob Mattei, Kevin Ott, Jeremy Nelson, Erik Scott, Dan Swenson

PROCLAMATIONS/PRESENTATIONS:

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1. Presentation of Mayor's Art Award - Itasca Life Options

Mayor Connelly provides overview of award history and nominees. Kari Hedlund, Arts & Culture Commission, presents Mayor's Art Award to Itasca Life Options as voted on by the Grand Rapids Community.

POSITIVE HAPPENINGS IN THE CITY:

Mayor Connelly mentioned the "Shop with a Hero" program hosted by the Grand Rapids Police Department with participants from area first responder organizations. Also of note is that tonight is the final Council meeting for City Councilor Dale "Spud" Adams after 18 years of service on the Grand Rapids City Council. Cake and coffee will be served following the meeting. Finally, three letters of appreciation sent to the Police Department were shared.

PUBLIC FORUM:

No one from the public wished to speak.

COUNCIL REPORTS:

Councilor MacGregor discussed information related to the City's Climate Action Plan and work on proposal for solar power plan for the Library.

APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, December 2, 2024 Worksession, Regular and Special meetings.

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

VERIFIED CLAIMS:

3. Approve the verified claims for the period November 26, 2024 to December 9, 2024 in the amount of \$1,315,733.76.

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

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. Acknowledged minutes for Boards & Commissions:
 - ~ September 19, 2024 PCA Board
 - ~ October 1, 2024 Arts & Culture Commission
 - ~ October 9, 2024 PUC
 - ~ November 19, 2024 Golf Board

CONSENT AGENDA:

5. Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust
6. Consider Change in Position for Seasonal Civic Center Employees.
7. Consider revised Earned Sick and Safe Time Policy.
8. Consider amending the Tuition Reimbursement Program.
9. Consider approving a supplemental letter agreement with SEH for 2025 miscellaneous services.
10. Consider approving a Supplemental Letter Agreement with SEH related to CP 2025-1
11. Consider an agreement with Enterprise to sell GRPU vehicles
12. Consider an MOU with GRPU related to shared services
13. Adopt a resolution approving LG 214 Premises Permit for Grand Rapids Amateur Hockey Association.

Adopted Resolution 24-112

14. Consider approving a Memorandum of Understanding with Independent School District 318 and the Reif Arts Council for the operation and maintenance of the electronic billboard sign.

15. Consider approving resolutions adopting the 2024 Tax Levy Payable 2025, 2025 General Fund Budgets, 2025 Special Revenue Budgets and 2025 Enterprise Budgets.

Adopted Resolutions 24-113, 24-114, 24-115, 24-116, 24-117, 24-118, 24-119, 24-120, 24-121, 24-122, 24-123, 24-124, 24-125, 24-126

16. Consider adopting a resolution accepting a \$130,000 grant from Iron Range Resources and Rehabilitation (IRRR) Public Works grant program for the redevelopment of the commercial building at 12 NW 3rd St.

Adopted Resolution 24-127

17. Consider adopting a resolution accepting a \$180,000 grant from Iron Range Resources and Rehabilitation (IRRR) Public Works grant program for the redevelopment of the commercial buildings at 16 NE 3rd St. and 210 N. Pokegama Ave.

Adopted Resolution 24-128

18. Consider adopting a resolution accepting a \$40,000 grant from Iron Range Resources and Rehabilitation (IRRR) Commercial Redevelopment grant program for hazardous material abatement and interior demolition associated with the redevelopment of the commercial buildings at 16 NE 3rd St. and 210 N. Pokegama Ave.

Adopted Resolution 24-129

19. Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

Adopted Resolution 24-130

20. Consider Voiding Lost Accounts Payable Check and Issue a Replacement Check.
21. Consider a motion agreeing to the sale of property by warranty deeds to Minnesota Department of Transportation for infrastructure improvements along State highways in the city of Grand Rapids.
22. Consider accepting proposals for annual fire alarm and sprinkler system testing for the Grand Rapids Fire Hall.

Motion made by Councilor Blake, Second by Councilor MacGregor 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 Adams, Second by Councilor MacGregor to approve the Regular agenda as amended with the addition of 26a. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

ADMINISTRATION:

23. Appointment of Will Richter to the position of Safety Officer for the Grand Rapids Fire Department effective January 1, 2025.

Motion made by Councilor MacGregor, Second by Councilor Blake to appoint Will Richter as Safety Officer for the Fire Department effective January 1, 2025. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

24. Consider appointing Cody Kraskey to the position Public Works Maintenance I Worker and consider establishing an eligibility list for Public Works Maintenance I Worker.

Motion made by Councilor MacGregor, Second by Councilor Adams appointing Cody Kraskey to Public Works Maintenance I worker and establish an eligibility list for PW Maintenance Worker I. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

25. Consider an agreement with Momentum Advocacy for lobbying services

Motion made by Councilor Blake, Second by Councilor Sutherland approving lobbying services agreement with Momentum Advocacy. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

CITY COUNCIL:

26. Consider appointments to various Boards & Commissions.

Councilmembers discussed interviews with various applicants and make recommendations for appointments.

Motion made by Councilor Adams, Second by Councilor MacGregor to make the following appointments to Boards & Commissions:

- * Ashley Lehner, Angie Miskovich and Aaron Squadroni to Arts & Culture Commission with terms expiring December 31, 2027.
- * Jessi Bloom and Stephanie Meittunen to Human Rights Commission, terms expiring March 1, 2026 & March 1, 2028, respectively.
- * Cyndy Martin, Aaron Squadroni and Tabbatha Litchke to Library Board, terms expiring December 31, 2027.
- * Cassey Casteel, Jessica Malmquist and Nikki Roberts to PCA Board, terms expiring December 31, 2027.

Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

26a. Letter of Support for Free Range Co-Op

Motion made by Councilor MacGregor, Second by Councilor Blake to approve letter of support for Free Range Co-Op. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

1st PUBLIC HEARING: (scheduled to begin no earlier than 5:00 PM)

27. Conduct a public hearing to consider vacating a part of Simpson Avenue (Second Avenue NE)

Mayor Connelly stated the purpose of the public hearing, confirmed all required notices were given and inquired after correspondence received.

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

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

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

28. Consider the adoption of a resolution either approving or denying the public vacation of right of way for a part of Simpson Avenue (Second Avenue NE)

Motion made by Councilor Sutherland, Second by Councilor MacGregor to **adopt Resolution 24-131**, vacating part of Simpson Avenue (Second Avenue NE) as presented. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

2nd PUBLIC HEARING: (scheduled to begin no earlier than 5:00 PM)

29. Conduct a public hearing to consider vacating a part of platted right-of-way (Block 18)

Mayor Connelly stated the purpose of the public hearing, confirmed all required notices were given and inquired after correspondence received.

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

Ron Niemala, 1501 Frasier Drive, addressed the Council with concerns regarding alley access for trucks delivering to his tenants, New China Restaurant.

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

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

30. Consider the adoption of a resolution either approving or denying part of the public vacation of right of way (Block 18)

Mr. Mattei addressed concerns expressed by Mr. Niemala. Does not believe turning radius for trucks will be impacted.

Motion made by Councilor MacGregor, Second by Councilor Blake to **adopt Resolution 24-132**, vacating part of Third Street as presented. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

3rd PUBLIC HEARING: (scheduled to begin no earlier than 5:00 PM)

31. Conduct a public hearing to consider vacating a part of platted right-of-way (Block 19)

Mayor Connelly stated the purpose of the public hearing, confirmed all required notices were given and inquired after 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

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

Motion made by Councilor MacGregor, Seconded by Councilor Sutherland .
Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

32. Consider the adoption of a resolution either approving or denying part of the public vacation of right of way (Block 19)

Motion made by Councilor Sutherland, Second by Councilor Blake to **adopt Resolution 24-133**, vacating parts of Block 19 as presented. Voting Yea: Mayor Connelly, Councilor Adams, Councilor MacGregor, Councilor Sutherland, Councilor Blake

ADJOURNMENT:

There being no further business, the meeting adjourned at 6:02 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk

DATE: 01/08/2025
 TIME: 16:22:55
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 01/13/2025

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0200023	BMC SOFTWARE INC	1,974.76
1801613	RAPIDS PRINTING	177.66
	TOTAL	2,152.42
CITY WIDE		
0715808	GOVCONNECTION INC	220.49
0801661	HARRIS	32,431.53
1900225	SEH	4,400.00
1915248	SHI INTERNATIONAL CORP	15,901.22
1920150	STATT LLC	2,400.00
2018225	TREASURE BAY PRINTING	21.50
	TOTAL CITY WIDE	55,374.74
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN CHARTERED	5,516.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	5,516.00
ADMINISTRATION		
1301020	MADDEN GALANTER HANSEN, LLP	1,956.50
2018225	TREASURE BAY PRINTING	83.00
	TOTAL ADMINISTRATION	2,039.50
BUILDING SAFETY DIVISION		
0118100	VESTIS GROUP INC	146.58
0514200	ESC SYSTEMS SOUND & LIFE SAFE	678.00
0701650	GARTNER REFRIGERATION CO	2,204.00
0920060	ITASCA COUNTY TREASURER	147.56
1901535	SANDSTROM'S INC	299.97
	TOTAL BUILDING SAFETY DIVISION	3,476.11
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	201.83
0920060	ITASCA COUNTY TREASURER	123.33
1920555	STOKES PRINTING & OFFICE	18.99
2018225	TREASURE BAY PRINTING	38.00
	TOTAL COMMUNITY DEVELOPMENT	382.15

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INVOICES DUE ON/BEFORE 01/13/2025

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
COUNCIL/COMMISSION/BOARDS		
0315105	COALITION OF GREATER MN CITIES	20,711.00
1205090	LEAGUE OF MINNESOTA CITIES	12,618.00
1309275	LEAGUE OF MINNESOTA CITIES	30.00
2018225	TREASURE BAY PRINTING	25.50
	TOTAL COUNCIL/COMMISSION/BOARDS	33,384.50
FINANCE		
0312395	CLIFTONLARSONALLEN LLP	2,415.00
	TOTAL FINANCE	2,415.00
FIRE		
0118100	VESTIS GROUP INC	117.62
0401804	DAVIS OIL INC	73.01
0601346	FAIRVIEW HEALTH SERVICES	350.00
0920060	ITASCA COUNTY TREASURER	179.34
1309336	MN STATE FIRE DEPT ASSOCIATION	450.00
1321527	MUNICIPAL EMERGENCY SERVICES	1,733.02
1901535	SANDSTROM'S INC	98.62
	TOTAL FIRE	3,001.61
INFORMATION TECHNOLOGY		
2112400	ULINE LLC	313.20
	TOTAL INFORMATION TECHNOLOGY	313.20
PUBLIC WORKS		
0103325	ACHESON TIRE INC	150.00
0221650	BURGGRAF'S ACE HARDWARE	22.99
0301685	CARQUEST AUTO PARTS	150.52
0315455	COLE HARDWARE INC	394.99
0315501	COMPASS MINERALS AMERICA, INC.	9,424.78
0401420	DAKOTA FLUID POWER, INC	96.66
0401804	DAVIS OIL INC	3,028.00
0800040	H & L MESABI	2,542.00
0920060	ITASCA COUNTY TREASURER	717.75
1000080	J T SERVICES	16,200.00
1105445	DR MICHAEL KELLER, PHD	650.00
1200500	L&M SUPPLY	161.17
1209735	LITTLE FALLS MACHINE INC	237.93

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INVOICES DUE ON/BEFORE 01/13/2025

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
PUBLIC WORKS		
1301213	MARTIN'S SNOWPLOW & EQUIP	119.97
1303039	MCCOY CONSTRUCTION & FORESTRY	168.86
1309332	MN STATE RETIREMENT SYSTEM	1,651.83
1315690	MORTON SALT	13,075.51
1421155	NUCH'S IN THE CORNER	190.00
1421700	NUSS TRUCK GROUP INC	170.34
1615505	POMP'S TIRE SERVICE INC	199.34
1618570	PRO-MAX MACHINE LLC	190.00
1621125	PUBLIC UTILITIES COMMISSION	14,839.36
1801610	RAPIDS PLUMBING & HEATING INC	135.00
1900225	SEH	735.00
2501525	YANMAR COMPACT EQUIPMENT NORTH	352.90
TOTAL PUBLIC WORKS		65,604.90
FLEET MAINTENANCE		
0119175	ASCENDANCE TRUCKS CENTRAL, LLC	94.44
0301685	CARQUEST AUTO PARTS	84.66
0401804	DAVIS OIL INC	110.00
0513233	EMERGENCY AUTOMOTIVE TECH INC	324.22
0904227	IDENTIFIX INC	1,428.00
0914200	INDUSTRIAL LUBRICANT COMPANY	2,416.70
1415030	NAPA SUPPLY OF GRAND RAPIDS	56.11
1415484	NORTHERN LIGHTS TRUCK	215.79
1920070	STATE CHEMICAL MFG COMPANY	632.38
TOTAL FLEET MAINTENANCE		5,362.30
POLICE		
0103325	ACHESON TIRE INC	35.00
0118625	ARROW EMBROIDERY/PHOTO EXPRESS	30.00
0205725	BETZ EXTINGUISHER COMPANY	57.00
0218118	STEVEN ELDOR BREITBARTH	160.00
0221650	BURGGRAF'S ACE HARDWARE	55.52
0301685	CARQUEST AUTO PARTS	14.61
0409501	JOHN P. DIMICH	4,583.37
0601346	FAIRVIEW HEALTH SERVICES	1,155.00
0712225	GLEN'S ARMY NAVY STORE INC	34.97
0715808	GOVCONNECTION INC	154.55
0920005	ITASCA AUTO BODY SHOP	857.25
0920060	ITASCA COUNTY TREASURER	2,589.55
1200500	L&M SUPPLY	599.99
1309149	MN CHIEFS OF POLICE ASSOC	934.00
1309332	MN STATE RETIREMENT SYSTEM	2,157.86

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INVOICES DUE ON/BEFORE 01/13/2025

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
POLICE		
1605665	PERSONNEL DYNAMICS LLC	304.20
1801611	RAPIDS RADIO LLC	850.00
1920233	STREICHER'S INC	2,815.63
1920556	STOP STICK LTD	135.00
T001547	DISCOVER RESTITUTION	44.00
	TOTAL POLICE	17,567.50
RECREATION		
0308100	CHAMBER OF COMMERCE	480.00
0503422	ECK DESIGN LLC	800.00
0920059	ITASCA COUNTY SHERIFFS DEPT	10.00
0920060	ITASCA COUNTY TREASURER	54.62
1901535	SANDSTROM'S INC	1,465.78
	TOTAL RECREATION	2,810.40
GEN FND-RETAINED CONTRIBUTIONS		
T001181	TRUNORTH PRODUCTIONS, LLC	250.00
	TOTAL	250.00
CENTRAL SCHOOL		
0118100	VESTIS GROUP INC	67.93
0218745	ASHLEY BRUBAKER	272.96
0701650	GARTNER REFRIGERATION CO	4,251.84
0718010	CITY OF GRAND RAPIDS	4,625.01
0920059	ITASCA COUNTY SHERIFFS DEPT	10.00
1801555	RAPID PEST CONTROL INC	70.00
1901535	SANDSTROM'S INC	24.94
	TOTAL	9,322.68
AIRPORT		
0315455	COLE HARDWARE INC	137.40
0504825	EDWARDS OIL INC	2,154.80
0920060	ITASCA COUNTY TREASURER	118.76
1608345	PHILS GARAGE DOOR	417.50
	TOTAL	2,828.46

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INVOICES DUE ON/BEFORE 01/13/2025

VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER		
GENERAL ADMINISTRATION		
0118100	VESTIS GROUP INC	55.26
0221650	BURGGRAF'S ACE HARDWARE	102.70
0315455	COLE HARDWARE INC	164.66
0605652	FERGUSON WOLSELEY IND GROUP	539.94
0701650	GARTNER REFRIGERATION CO	2,901.35
1415595	NORTHWOODS CLEANING COMPANY	6,583.25
1615423	POKEGAMA ELECTRIC INC	4,204.00
1800655	R & R SPECIALTIES INC	2,420.95
2000522	TNT CONSTRUCTION GROUP, LLC	595.00
2023500	218 ELECTRIC LLC	800.00
	TOTAL GENERAL ADMINISTRATION	18,367.11
CEMETERY		
0401804	DAVIS OIL INC	1,024.51
0920060	ITASCA COUNTY TREASURER	43.49
	TOTAL	1,068.00
DOMESTIC ANIMAL CONTROL FAC		
0118100	VESTIS GROUP INC	30.00
0815730	HOTSY MINNESOTA	130.95
0920060	ITASCA COUNTY TREASURER	126.70
1901535	SANDSTROM'S INC	182.50
	TOTAL	470.15
GO IMP BONDS 2014A		
0508450	EHLERS AND ASSOCIATES INC	1,000.00
	TOTAL	1,000.00
TIF 1-12 PILLARS/KTJ338, LLC		
1105530	KENNEDY & GRAVEN CHARTERED	517.00
	TOTAL	517.00

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INVOICES DUE ON/BEFORE 01/13/2025

VENDOR #	NAME	AMOUNT DUE

GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1612745	PLUM CATALYST LLC	110,000.00
TOTAL MAY MOBILITY		110,000.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FINANCE		
1621125	PUBLIC UTILITIES COMMISSION	43,254.87
TOTAL CAPITAL OUTLAY-FINANCE		43,254.87
CAPITAL OUTLAY-POLICE		
0312110	CLAREY'S SAFETY EQUIPMENT INC	19,398.00
TOTAL CAPITAL OUTLAY-POLICE		19,398.00
2024 INFRASTRUCTURE BONDS		
CP2010-1 3RD AVE NE RECON		
1900225	SEH	4,587.30
TOTAL CP2010-1 3RD AVE NE RECON		4,587.30
2025 INFRASTRUCTURE BONDS		
2024-1 SYLVAN BAY-PHASE 2		
1900225	SEH	12,271.95
TOTAL 2024-1 SYLVAN BAY-PHASE 2		12,271.95
STORM WATER UTILITY		
0401804	DAVIS OIL INC	772.55
0920060	ITASCA COUNTY TREASURER	138.43
1621125	PUBLIC UTILITIES COMMISSION	4,400.00
TOTAL		5,310.98
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$428,046.83
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0113105	AMAZON CAPITAL SERVICES	250.08
0113218	AMERICAN EAGLE SECURITY SYSTEM	171.00
0114213	STEVE ANDERSON	300.00

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INVOICES DUE ON/BEFORE 01/13/2025

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0124550	AXON ENTERPRISE INC	699.00
0201354	B. BAIRD-PETTY CASH FUND	18.39
0201356	BRUCE BAIRD	300.00
0201750	EVERETT BAUMGARNER	300.00
0205225	ANTHONY BEER	300.00
0205640	LEAGUE OF MN CITIES INS TRUST	1,000.00
0218359	MARTY BRINK	300.00
0218755	CHARLES BRUEMMER	550.00
0221680	MATTHEW BUSH	550.00
0305530	CENTURYLINK QC	312.12
0315543	CONSTELLATION NEWENERGY -GAS	3,453.38
0405310	DOMINIC DEGUISEPPI	300.00
0504615	JUSTIN EDMUNDSON	140.00
0514730	ENTERPRISE FM TRUST	6,343.54
0718015	GRAND RAPIDS CITY PAYROLL	754,017.64
0809115	MN NORTH COLLEGE	220.00
0809190	JESSE HIDDE	300.00
0815440	HOLIDAY STATIONSTORES LLC	148.50
0815545	LARRY HOOPMAN	300.00
0920055	ITASCA COUNTY RECORDER	276.00
1201402	LAKE COUNTRY POWER	50.53
1205095	LEAGUE OF MN INSURANCE TRUST	441.00
1215250	LOFFLER COMPANIES INC	447.80
1221520	SHERRIE LUNDQUIST	300.00
1301146	MARCO TECHNOLOGIES, LLC	323.50
1303352	MICHAEL J. MCINERNEY	300.00
1305065	MEDTOX LABORATORIES INC	52.76
1305725	METROPOLITAN LIFE INSURANCE CO	2,404.33
1309098	MINNESOTA MN IT SERVICES	460.71
1309199	MINNESOTA ENERGY RESOURCES	4,329.18
1309304	MN DEPT OF PUBLIC SAFETY	100.00
1309332	MN STATE RETIREMENT SYSTEM	30,070.92
1309335	MINNESOTA REVENUE	173.00
1309525	UNIVERSITY OF MN (MINITEX)	2,625.00
1315295	CHAD MOEN	300.00
1315630	ASHLEY MORAN	104.00
1321750	MUTUAL OF OMAHA	548.74
1325445	RANDY MYHRER	15,000.00
1401232	NPELRA	100.00
1415479	NORTHERN DRUG SCREENING INC	30.00
1601305	THOMAS J. PAGEL	1,682.00
1601750	PAUL BUNYAN COMMUNICATIONS	1,819.18
1618600	BRYCE PRUDHOMME	44.22
1621130	P.U.C.	43,534.97
1721095	QUADIENT INC	1,000.00
1801503	MICHAEL RANDALL	300.00

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INVOICES DUE ON/BEFORE 01/13/2025

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1909500	TONY SIMONSON	300.00
1913344	HEATH SMITH	188.40
2000100	TASC	71.10
2114360	UNITED PARCEL SERVICE	53.02
2209665	VISA	3,533.31
2209705	VISIT GRAND RAPIDS INC	28,302.70
2301700	WM CORPORATE SERVICES, INC	3,448.96
2305825	WEX INC	5,187.59
2309452	JEFF ERIK WILSON	300.00
2309538	ALLEN WINDT	300.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$918,776.57
TOTAL ALL DEPARTMENTS		\$1,346,823.40



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

PLANNING COMMISSION MEETING MINUTES
Thursday, September 05, 2024
4:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids Planning Commission will be held on Thursday, September 5, 2024 at 4:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PRESENT

Commissioner Betsy Johnson
 Commissioner Patrick Goggin
 Commissioner Paul Bignall
 Commission Amanda Lamppa

APPROVAL OF MINUTES:

1. Consider approval of the minutes from the Wednesday, June 12, 2024 special meeting.

Motion by Commissioner Lamppa, second by Commissioner Bignall to approve the minutes from the Wednesday, June 12, 2024 special meeting. The following voted in favor thereof: Johnson, Goggin, Bignall, Lamppa. Opposed: None, motion passed unanimously.

PUBLIC HEARINGS:

2. Conduct a Public Hearing to consider a variance petition submitted by Rob Foss, CMK Properties.

CMK Properties have applied for one variance, if approved, would allow for a 5.7 acre parcel to be split into two parcels one 3.7 acres and the other 1.5 acres. The 3.7 acre lot will need the variance for a reduction in the required 75' minimum frontage width.

Chair Goggin stated the public hearing being held this afternoon is to consider a variance petition submitted by Rob Foss, CMK Properties. Recorder Groom noted all notices required by law had been met and no correspondence had been received.

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

The petitioner Rob Foss of CMK Properties joined the meeting via telephone and provided information on the development plans and stated without the requested variance the project would not be feasible.

Brian Polister, 23521 Hitchcock Rd, Cohasset has concerns about the traffic flow. He would like the access off of SW 2nd Avenue to be two way. Mr. Polister said he would be in favor of the project if there is two way traffic.

Craig Maturi, 32407 Lakeview Dr, Grand Rapids is the property owner and is in favor of a two way access off of SW 2nd Avenue.

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

The Commissioners read the considerations for the record:

1. Is this an “Area” variance rather than a “Use” variance?
This is an area variance.

2. Does the proposal put property to use in a reasonable manner?
Why/Why not- Yes, it will allow for future development.

3. Is the owner’s plight due to circumstances which are unique to the property and which are not self-created by the owner?
Why/Why not- Yes, the property is in fill redevelopment.

4. Is the variance in harmony with the purposes and intent of the ordinance?
Why/Why not- Yes, it is in harmony with the intent of the ordinance.

5. Will the variance, if granted, alter the essential character of the locality?
Why/Why not- No, the area is already used for retail.

6. Is the variance consistent with the comprehensive plan?
Why/Why not- Yes, it allows for the redevelopment of that site.

Motion by Commissioner Bignall, second by Commissioner Johnson that, based on the findings of fact presented here today, and in the public’s best interest, the Planning Commission does hereby grant the following variance to CMK Properties for the property legally described as:

Grand Rapids City, Section 28, Township 55, Range 25, My Place Hotel, Maturi Addition, Lot 4, Block 1.

- to allow a variance of the requirements of Section 30-512 Table 2A of the Municipal Code, which lists District Development Regulations for Principal Structures, specifically where the Code establishes the minimum lot width in General Business Zoning. This variance permits a reduction to the minimum lot width from the required 75 ft., to approximately 50 ft. (If the Planning Commission wishes to place conditions upon their approval, the following should be added to the motion:)

and that the following condition(s) shall apply:

- No vehicle access from the County Road 23 (Golf Course Road) 50' wide access
- Provide continuous two-way traffic access (greater than 24') on the western side of building, continuing from the access agreement from 2nd Avenue Southwest.

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

3. Conduct a Public Hearing to consider a variance petition submitted by John Rothstein.

Mr. John Rothstein has applied for one variance, which if granted, would allow for the existing non-conforming parcel to be split into two. The variance would allow for a reduction in square footage in the Central Business District.

Chair Goggin stated the public hearing being held this afternoon is to consider a variance petition submitted by John Rothstein. Recorder Groom noted that all notifications required by law had been met and no correspondence had been received.

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

Mr. John Rothstein, 24875 Lago Drive, Grand Rapids explained the reason for the variance request.

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

The Commissioners read the considerations for the record:

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

This is an area variance.

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

Why/Why not- Yes, the current use of the property will not change.

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

Why/Why not-Yes, this is a unique to the property.

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

Why/Why not- Yes, it is harmony with the intent of the ordinance.

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

Why/Why not-No, it will remain the same.

6. Is the variance consistent with the comprehensive plan? Why/Why not- Yes, it will enable retention of existing businesses in the Central Business District.

Motion by Commissioner Bignall, second by Commissioner Johnson that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby (grant)(deny) the following variance to John Rothstein for the property legally described as:

Grand Rapids First Division, All of lot 1 n 15' of W 20' of lot 2 Block 31

- to allow a variance of the requirements of Section 30-512 Table 2A of the Municipal Code, which lists District Development Regulations for Principal Structures, specifically where the Code establishes the minimum lot size for structures in Central Business District Zoning. This variance permits a reduction to the minimum lot size from the required 7,000 sq. ft., to approximately 2,000 square feet.

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

GENERAL BUSINESS:

4. Consider initiating the vacation of platted street right-of-way within Grand Rapids First Division

Mr. Swenson provided background information. Community Development staff is asking the Planning Commission to initiate the vacation request of the described platted right-of-way below.

That part of Simpson Avenue (Second Avenue NE), according to the plat of Grand Rapids First Division, on file and of record in the Office of the Itasca County Recorder, that lies between Blocks 27 and 28 of said plat and northerly of parcel 21 as depicted on the Minnesota Department of Transportation's R.O.W. Plat No. 31-136.

The dead-end road has no through outlet and is used for county government related operations. The parking areas and snow removal would then be managed by the County.

Motion by Commissioner Bignall, second by Commissioner Lamppa, to approve initiating the vacation request of the described platted right-of-way described below:

That part of Simpson Avenue (Second Avenue NE), according to the plat of Grand Rapids First Division, on file and of record in the Office of the Itasca County Recorder, that lies between Blocks 27 and 28 of said plat and northerly of parcel 21 as depicted on the Minnesota Department of Transportation's R.O.W. Plat No. 31-136

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

PUBLIC INPUT:

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

REPORTS/ANNOUNCEMENTS/UPDATES:

ADJOURNMENT:

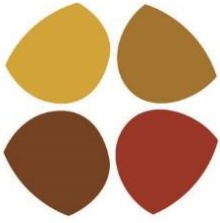
There being no further business the meeting adjourned at 4:41 p.m.

NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 3, 2024 AT 4:00 PM.

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

ATTEST:

Aurimy Groom



CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION MEETING MINUTES

Wednesday, September 25, 2024
4:00 PM

MISSION STATEMENT

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

CALL TO ORDER: Pursuant to due notice and call thereof, the Human Rights Commission will hold a regular meeting on Wednesday, September 25, 2024, at 4:00pm in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

The meeting was called to order by Commission Chair Erickson at 4:00pm.

ROLL CALL:

PRESENT

Commissioner Angella Erickson
Commissioner Doug Learmont
Commissioner Amy Blomquist
Commissioner Ronald Grossman
Commissioner Rick Blake
Commissioner Julee Jackson

ABSENT

Commissioner Joan Gunderman
Commissioner Katelyn Dokken
City Liaison, Human Resources Officer, Chery Pierzina

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

None.

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

Motion made by Commissioner Blake, Seconded by Commissioner Grossman to approve the Agenda as written. Voting Yea: Commissioner Erickson, Commissioner Learmont, Commissioner Blomquist, Commissioner Grossman, Commissioner Blake, Commissioner Jackson

PRESENTATION:

1. Guest Speaker, City Attorney Chad Sterle

City Attorney, Chad Sterle was unable to attend and will reschedule for next month.

APPROVE MINUTES:

2. Approve August 28, 2024, Minutes

Motion made by Commissioner Blake, Seconded by Commissioner Blomquist to approve the August 28, 2024, Minutes. Voting Yea: Commissioner Erickson, Commissioner Learmont, Commissioner Blomquist, Commissioner Grossman, Commissioner Blake, Commissioner Jackson

FINANCIALS:

3. There has been no change to the Financials.

There was no change to the financials, therefore there was no motion.

BUSINESS:

4. 2024 Work Plan
5. Indigenous People's Day

The Commission had a robust discussion of the upcoming Indigenous People's Day event being held on October 14th, 2024, on the Central School grounds. The MacRostie Art Center is hosting the event and has some partners such as ISD318 and Anishinabe Education. They are requesting sponsorship from the Human Rights Commission via their submitted invoice #661, dated 9/18/24 for \$4,500.00.

Motion made by Commissioner Blomquist, Seconded by Commissioner Learmont to authorize sponsoring the MacRostie Art Center for \$3,100.00 for event expenses for the Indigenous People's Day on October 14th, 2024, from their invoice #661. Voting Yea: Commissioner Erickson, Commissioner Learmont, Commissioner Blomquist, Commissioner Grossman, Commissioner Blake, Commissioner Jackson

6. Community Volunteers/Policy

Discussion that the Human Rights Commission should have a Volunteer Policy in place for when citizens request to volunteer. Commissioner Jackson volunteered to check into these types of policies.

7. New Banners - Statt Wraps Design Estimate

Commission Chair Erickson will request photos of the two different kinds of banners from Statt that were quoted, before the Commission decides on their purchase of three new banners.

UPDATES:

8. Juneteenth Freedom Walk

There are no "retro" funds for events.

9. Work Group Updates

Besides the document that Commission Chair Erickson handed out to the Commission on Onboarding, there were no other work group updates given.

10. BOLD Theater

The BOLD Theatre has six tickets for the event scheduled for Saturday, September 28th, 2024. The Commission will check with City Attorney Chad Sterle whether or not they can accept the tickets. If not, they would like that the BOLD Theatre donate them to others.

CALLS/COMPLAINTS/INQUIRIES:

None.

SET AGENDA FOR NEXT MEETING:

BUSINESS:

4. Work Plan
5. Community Volunteer Policy
6. New banners - Statt Wraps

UPDATES:

7. Indigenous People's Day
8. Work Group Updates
9. School District Policy
10. BOLD Theatre

ADJOURN:

The meeting was adjourned at 5:45pm.



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

ARTS & CULTURE COMMISSION
MEETING MINUTES
Tuesday, November 12, 2024
3:45 PM

CALL TO ORDER:

The meeting was called to order by Vice Chair Gorman at 3:46pm.

ROLL CALL:

PRESENT

- Commissioner Ed Zabinski
- Commissioner Jennifer Gorman
- Commissioner Myrna Peterson
- Commissioner Aaron Squadroni
- Commissioner Amanda Lamma
- Commissioner Angie Miskovich
- Commissioner Sara Slaubaugh

City Staff, City Administrator, Tom Pagel
MacRostie Interim Liaison, Art Shop Manager Caleb Christiansen

ABSENT

- Commissioner Kari Hedlund
- Commissioner Derek Fox

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

None Present

SETTING THE AGENDA:

Motion made by Commissioner Peterson, Seconded by Commissioner Zabinski to accept the agenda as written. Voting Yea: Commissioner Zabinski, Commissioner Gorman, Commissioner Peterson, Commissioner Squadroni, Commissioner Lamma, Commissioner Miskovich, Commissioner Slaubaugh.

CORRESPONDENCE:

None.

APPROVE MINUTES:

1. October 1, 2024

Motion made by Commissioner Peterson, Seconded by Commissioner Squadroni to approve the October 1, 2024, Minutes. Voting Yea: Commissioner Zabinski, Commissioner Gorman, Commissioner Peterson, Commissioner Squadroni, Commissioner Lamppa, Commissioner Miskovich, Commissioner Slaubaugh.

FINANCIALS:

2. October 31, 2024, Financials

Motion made by Commissioner Lamppa, Seconded by Commissioner Zabinski to approve the October 31, 2024, Financials. Voting Yea: Commissioner Zabinski, Commissioner Gorman, Commissioner Peterson, Commissioner Squadroni, Commissioner Lamppa, Commissioner Miskovich, Commissioner Slaubaugh.

BUSINESS:

3. Mayor's Art Award

Caleb Christiansen will be taking over the MacRostie Liaison position with the City for Emily Carlson, who is leaving the area. He said that he and Emily will finish up on the Mayor's Art Award and forward the nominations to the City for voting and then bring the winner back for the December 3rd, 2024, Arts & Culture Meeting.

4. Remaining Budget

The MacRostie will be sending an invoice for their Liaison services that will take most of the remainder of the budget.

5. Jingle Mingle

Vice Chair Gorman stated that there would not be a Jingle Mingle this year. Caleb Christiansen stated that there will be some events around town, such as a Holiday Shop with MacRostie.

UPDATES:

6. NE Neighborhood Art Project

The artist of the NE Neighborhood Art Project, Greg Mueller, will be posting pictures of his progress of the NE Art Project.

7. Karen Noyce

Karen Noyce did a presentation for her update on her Pokegama Band Map Project that she's been working on. It's an intriguing and compelling mapped history of the native population's

experiences in this area for all to see. After the presentation, Karen Noyce wanted to know if there was interest and if so, what would the next step be to move forward with her Project. The City Administrator, Tom Pagel, would like to take the next step to support Karen's Project and have her present her Pokegama Band Map Project at the January 27th, 2025, City Council Worksession. There may be Arts & Culture Commissioners attending to show support of her Project.

8. Indigenous People's Day

The MacRostie and all involved with this event did a great job. Even though it was cold, there was a huge turnout of students and there were people enjoying themselves throughout the event.

9. Blandin Mural

Commissioner Squadroni stated the photos have been taken and are ready for printing and testing.

ANNOUNCEMENTS:

Commissioner Peterson announced that everyone is invited to view the Lights in the Pines, beginning November 22nd, 2024, cost is \$10.00 per vehicle.

SET AGENDA FOR NEXT MEETING:

BUSINESS:

- 3) Mayor's Art Award
- 4) Remaining Budget - MacRostie Invoice

UPDATES:

- 5) NE Neighborhood Art Project
- 6) Blandin Mural

ADJOURN:

Motion made by Commissioner Lamppa, Seconded by Commissioner Gorman to adjourn the meeting at 4:50pm. Voting Yea: Commissioner Zabinski, Commissioner Gorman, Commissioner Peterson, Commissioner Squadroni, Commissioner Lamppa, Commissioner Miskovich, Commissioner Slaubaugh.

Respectfully submitted by Cynthia Lyman.



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

**Thursday, November 14, 2024
4:00 PM**

NOTICE IS HEREBY GIVEN, that a regular meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, November 14, 2024 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik
Commissioner Bill Martinetto
Commissioner Molly MacGregor
Commissioner Malissa Bahr

ABSENT

President Sholom Blake
Commissioner Wayne Bruns
Commissioner Tom Sutherland

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

Approved without addition.

APPROVE MINUTES

1. Consider approval of minutes from the Thursday, October 24th, 2024 regular meeting.

Motion by Commissioner Martinetto, second by Commissioner MacGregor to approve the minutes from the Thursday, October 24th regular meeting. The following voted in favor thereof: Bahr, Martinetto, Hodnik, MacGregor. Opposed: None, motion passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$159,345.82

Motion by Commissioner Bahr, second by Commissioner MacGregor to approve claims in the amount of \$159,345.82. The following voted in favor thereof: MacGregor, Hodnik, Martinetto, Bahr. Opposed: None, motion passed unanimously.

PUBLIC HEARING

- 3. Conduct a public hearing to consider the sale of Lot 1, Block 1, Great River Acres to Oppidan for the Grand Rapids Workforce Housing Project.

Commissioner Hodnik stated the reason for the public hearing is to consider the sale of Lot 1, Block 1, Great River Acres to Oppidan. Recorder Groom noted all notices required by law had been met.

Motion by Commissioner Martinetto, second by Commissioner MacGregor to open the public hearing. The following voted in favor thereof: Bahr, Martinetto, Hodnik, MacGregor. Opposed: None, motion passed.

Commissioner Sutherland joined the meeting at 4:12.

Community Development Director Mattei provided a power point with information on the proposed project.

Motion by Commissioner MacGregor, second by Commissioner Sutherland to close the public hearing. The following voted in favor thereof: Sutherland, Bahr, Martinetto, Hodnik, MacGregor. Opposed: None, motion passed unanimously.

BUSINESS

- 4. Consider adoption of a resolution approving conveyance of certain property owned by GREDA and the corresponding Purchase Agreement between GREDA and Oppidan Investment Company and supporting the provision of certain financial assistance for the Grand Rapids Workforce Housing Project

Motion by Commissioner Sutherland, second by Commissioner Bahr to adopt a resolution approving conveyance of certain property owned by GREDA and the corresponding Purchase Agreement between GREDA and Oppidan Investment Company and supporting the provision of certain financial assistance for the Grand Rapids Workforce Housing Project. The following voted in favor thereof: MacGregor, Hodnik, Martinetto, Bahr, Sutherland. Opposed: None, motion passed unanimously.

- 5. Consider the approval of a Commercial Building Improvement Loan, a Downtown Mandated Building Improvement Loan and a Redevelopment Loan for the renovation of the commercial building at 12 NE 3rd St.

Commissioners Bahr and Hodnik met with staff to review three loan applications for the project located at 12 NE 3rd Street. The project will renovate and convert the building into a new restaurant in downtown. The requested loans are as follows:

Downtown Mandated Building Improvement Loan	\$50,000
Commercial Building Improvement Loan	\$200,000
Redevelopment Loan	\$105,000

The City has also submitted a IRRR Public Works grant request which was approved at their November 12 meeting in the amount of \$139,000.

Motion by Commissioner MacGregor, second By Commissioner Martinetto to approve a Commercial Building Improvement Loan in the amount of \$200,000, a Downtown Mandated Building Improvement Loan in the amount of \$50,000 and a Redevelopment Loan in the amount of \$105,000 for the renovation of the commercial building located at 12 NW 3rd

Street. The following voted in favor thereof: Sutherland, Bahr, Martinetto, Hodnik, MacGregor. Opposed: None, motion passed unanimously.

6. Consider award of a proposal submitted by Braun Intertec for the preparation of a hazardous materials inspection of the former ISD 318 Administration Building at 820 NW 1st Avenue.

The City has conveyed the ownership of the former ISD 318 Administration Building to GREDA with the intent of redeveloping the site into single family housing. In order to develop a budget for the demolition of the current building a hazardous material survey is necessary. Braun has provided provided a proposal for site inspection, sampling and testing and report preparation for \$\$8,926.00.

Motion by Commissioner MacGregor, second by Commissioner Sutherland to award a professional service proposal to Braun Intertec in the amount of \$8,926.00 for the preparation of a hazardous materials inspection of the former ISD 318 Administration Building at 820 NW 1st Avenue. The following voted in favor thereof: Sutherland, Bahr, Martinetto, Hodnik, MacGregor. Opposed: None, motion passed unanimously.

7. 2025 Work Plan Development

The Commissioners reviewed the 2024 workplan and had the following changes:

Continue to assist the L&M Distribution project - Remove

Continue to work with HWY 35 LLC on current and future development opportunities - Move work with spinoff developers/businesses interested in co-location to Q1 of 2025.

Ensure an adequate inventory of industrial sites and facilities exist in the community - Add make sure due diligence is done when acquiring additional sites.

Provide as needed support for wood product industries - Move meet with MN Power Boswell Officials and explore collaborative opportunities to Q1 or Q2 of 2025 and carryover continue ongoing regular communications with Blandin Paper management regarding as needed assistance.

Continue to support our medical service providers to ensure that Grand Rapids maintains and grows its position as a regional hub - Move communicate with major providers about trends in rural health care and the buildout of services and jobs to support growth to Q1 of 2025.

Pursue and support initiatives addressing housing shortages - Add land to this item.

Continue to advocate for highway transportation route improvements to improve linkages between Grand Rapids and the interstate, the Duluth port - Add pursue funding for study to move forward for 2025.

Administration - Remove

Consider ways to diversify the membership of the Commission and amend the meeting format to include updates from local partner/organizations - Remove

Enhance the marketing of GREDA services and programs - Remove

To replace Administration add Marketing and as tasks add bring in IRRR, City lobbyist, other organizations and continue with GREDA website update.

UPDATES

ADJOURN

There being no further business the meeting adjourned at 5:48 p.m.

MEMBERS & TERMS

Tom Sutherland - 12/31/2024 Council Representative

Molly MacGregor - 12/31/2024 Council Representative

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27

Bill Martinetto - 3/1/27

Malissa Bahr - 3/1/30



GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY SPECIAL MEETING MINUTES

Thursday, November 21, 2024
3:00 PM

NOTICE IS HEREBY GIVEN, that a special meeting of the Grand Rapids Economic Development Authority will be held in the City Council Chambers in the Grand Rapids City Hall, 420 North Pokegama Avenue, in Grand Rapids, Minnesota on Thursday, November 21, 2024 at 3:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

Commissioner Al Hodnik
President Sholom Blake
Commissioner Wayne Bruns
Commissioner Bill Martinetto
Commissioner Molly MacGregor

ABSENT

Commissioner Tom Sutherland
Commissioner Malissa Bahr

BUSINESS

1. HWY 2 W corridor land use presentation - Bolton-Menk

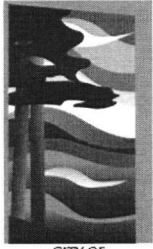
Robin Cauffman with Bolton-Menk provided a handout that detailed the scope of work and schedule for the project. There was discussion with the Commissioners and they each provided input on what they would like to see from the plan.

ADJOURN

There being no further business the meeting adjourned at 3:37 p.m.

MEMBERS & TERMS

Tom Sutherland - 12/31/2024 Council Representative
Molly MacGregor - 12/31/2024 Council Representative
Wayne Bruns - 3/1/25
Sholom Blake - 3/1/25
Al Hodnik - 3/1/27
Bill Martinetto - 3/1/27
Malissa Bahr - 3/1/30



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

GRAND RAPIDS AREA LIBRARY BOARD MEETING MINUTES

Wednesday, December 11, 2024
5:00 PM

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids Area Library Board will be held on Wednesday, December 11, 2024 at 5:00 PM in City Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

CALL OF ROLL:

Present: Barr, Casteel, Dobbs, Kee, King, Martin, Richards, Squadroni

Absent: Teigland

Staff: Will Richter

APPROVAL OF AGENDA:

Motion to approve agenda.

Mover: Kee

Seconder: Richards

Result: Passed unanimously

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

None.

APPROVAL OF MINUTES:

1. Consider approval of Minutes from the 11-13-2024 Library Board meeting.

Motion to approve Minutes from the 11-13-2024 meeting.

Mover: Dobbs

Seconder: Casteel

Result: Passed unanimously

COMMUNICATIONS:

None.

FINANCIAL REPORT & CLAIMS (Roll Call Vote Required):

2. Review library financials and consider approval of Library Bill List.

Motion to pay the Library Bill List as presented.

Mover: Kee

Second: Richards

Result: Passed 8-0 via roll-call

CONSENT AGENDA (Roll Call Vote Required):

3. Consider a resolution accepting donations.
4. Consider approval of a contract with Emily Lindner for a series of library programs.

Motion to approve Consent Agenda as presented.

Mover: Richards

Second: Dobbs

Result: Passed 8-0 via roll-call

REGULAR AGENDA:

5. Acknowledge Deb Moebakken's retirement after 8+ years of service.

Informational

6. Farewell to Library Board member Deb Kee after three terms.

Informational

UPDATES:

FRIENDS

By Richter – holiday sale made over \$1,000

FOUNDATION

By Barr – next meeting in February

STAFF REPORTS:

7. Review library reports and statistics.

The Library Director reviewed library statistics with the Board.

ADJOURNMENT:

Chair Martin adjourned the meeting at 5:28 PM.

NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 8, 2024, AT 5:00 PM.

ATTEST: Will Richter, Director of Library Services

DATE: 12/04/2024
 TIME: 14:52:31
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/11/2024

VENDOR #	NAME	AMOUNT DUE

PUBLIC LIBRARY		
0118100	VESTIS GROUP INC	65.29
0118660	ARROWHEAD LIBRARY SYSTEM	31.60
0201428	BAKER & TAYLOR LLC	3,262.88
0212124	BLACKSTONE PUBLISHING	611.00
0221650	BURGGRAF'S ACE HARDWARE	15.99
0405500	DEMCO INC	362.12
0502705	EBSCO SUBSCRIPTION SERVICE	5,947.88
0718010	CITY OF GRAND RAPIDS	7,600.00
0914540	INNOVATIVE OFFICE SOLUTIONS LL	382.92
1205099	LEARNING OPPORTUNITIES INC	188.45
1205650	LERNER PUBLISHING GROUP, INC	22.99
1309055	MIDWEST TAPE LLC	270.79
1309495	MINUTEMAN PRESS	90.00
1401650	NARDINI FIRE EQUIPMENT CO INC	3,034.75
1801610	RAPIDS PLUMBING & HEATING INC	136.60
1821700	MICHAEL RUSSELL	3,435.00
1901535	SANDSTROM'S INC	140.23
2018680	TRU NORTH ELECTRIC LLC	695.85
2114356	UNIQUE MANAGEMENT SERVICES	174.75

TOTAL UNPAID TO BE APPROVED IN THE SUM OF: \$26,469.09

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0100053	AT&T MOBILITY	54.62
0113105	AMAZON CAPITAL SERVICES	2,136.36
0605191	FIDELITY SECURITY LIFE	6.90
0718015	GRAND RAPIDS CITY PAYROLL	45,854.34
1015337	MICHELLE JOHNSON	81.74
1209520	EMILY LINDNER	150.00
1301146	MARCO TECHNOLOGIES, LLC	124.21
1305725	METROPOLITAN LIFE INSURANCE CO	76.14
1309199	MINNESOTA ENERGY RESOURCES	123.54
1309335	MINNESOTA REVENUE	52.05
1516220	OPERATING ENGINEERS LOCAL #49	10,092.00
1601750	PAUL BUNYAN COMMUNICATIONS	324.66
1618119	ISABELLA A PRATTO	50.00
1618120	MADELYN R PRATTO	50.00
1621130	P.U.C.	2,702.96
2209665	VISA	522.50
2301700	WM CORPORATE SERVICES, INC	145.86

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$62,547.88

TOTAL ALL DEPARTMENTS \$89,016.97

RESOLUTION NO. 2024-13
A RESOLUTION ACCEPTING DONATIONS

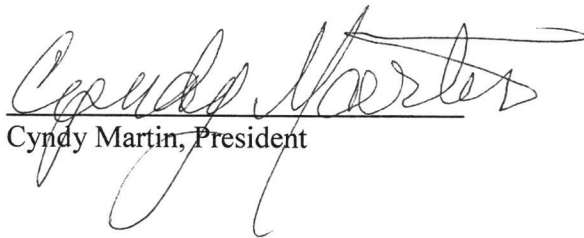
WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes, and

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

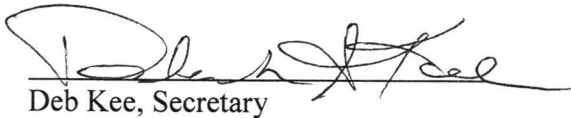
NOW THEREFORE, BE IT RESOLVED, that the Library Board of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donations and terms of the donors as follows:

Grand Rapids Area Library Foundation - \$1,176.21

Adopted this 11th day of December 2024



Cyndy Martin, President



Deb Kee, Secretary



Emily Lindner
23222 Old Stones Throw Road
Grand Rapids, MN 55744

Dear Ms. Lindner:

I am pleased that you will be leading a series of five book club meetings developed for school age children. These programs will be held 1/27/2025, 2/24/2025, 3/24/2025, 4/28/2025 and 5/12/2025.

The Library will pay you \$100 for each program. This fee will include your prep time, as well as set-up, programming, and clean-up time. In addition, the Library will pay you \$50 for program materials and snacks, for a total payment of \$150 per program. Payments will be made monthly, after the programs are completed. If these arrangements are agreeable, please sign below, and return this contract to the library.

My e-mail is: wrichter@grandrapidsmn.gov. Don't hesitate to contact me if you have questions or concerns about the arrangements for your programs.

Sincerely,

Will Richter
Library Director

These terms are acceptable:

Emily Lindner
Signature

12/3/24
Date

Approved for the Board of Directors:

Candy Foster

12/11/24



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider renewing the Consulting Services Contract with Madden Galanter Hansen, PLLC, Attorneys at Law, for labor relations.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

The current Agreement with Madden Galanter Hansen, PLLC, Attorneys at Law, is effective through December 31, 2024. Attached please find a proposed updated Agreement for 2025 with updated rates. The updated rates reflect a \$10.00 per hour increase over the 2024 rates and are consistent with the public sector rates they charge to other cities and counties.

REQUESTED COUNCIL ACTION:

Make a motion to renew the attached Consulting Services Contract with Madden Galanter Hansen, PLLC, Attorneys at Law, for labor relations.

CONSULTING SERVICES CONTRACT

This Agreement, by and between the City of Grand Rapids, hereinafter referred to as “City” and Madden Galanter Hansen, [LLP/LLC](#), Attorneys at Law, 7760 France Avenue South, Suite 290, Bloomington, Minnesota 55435-5834, hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, the City is required under the Minnesota Public Employment Labor Relations Act (PELRA) to undertake the negotiations of contracts with employees represented by exclusive representatives (unions); and

WHEREAS, the City has determined that retaining a consultant to assist in its negotiations with the unions best fulfills its obligations with respect to labor negotiations.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained within the Contract, the City and the Consultant agree as follows:

A. Scope of Services

1. Representation, with the labor negotiating team, in labor negotiations as chief management negotiator including:
 - a. Analysis of existing contract language and administration problems;
 - b. Preparation of management negotiations strategy;
 - c. Management spokesperson for “at the table” labor negotiations;
 - d. Preparation of management proposals and timely drafting of final labor bargaining agreement and finalization;
 - e. Pre-labor negotiation briefings, settlement summaries and appropriate status reports for the City Board information and action as necessary or as requested.
2. Management representation in grievance matters and counseling with management staff in initial grievance steps. Handling of grievance arbitrations.
3. Representation of the City in unit determination hearings.
4. Labor relations advice and personnel matters and data practices issues with the City on an ongoing basis.

B. Consideration and Terms of Payment

1. Consideration for all services performed shall be as follows:

Providing of labor negotiation services, travel and other labor relation services, other than arbitration, administrative hearing and litigation representation, billed in tenths of an hour at the rate of \$~~215~~225.00 per hour. Arbitration and administrative hearing representation, if requested by the City, shall be at the rate of \$~~225~~235.00 per hour. These rates are in effect through December 31, ~~2024~~2025.

2. Consultant will also be reimbursed for expenses, including mileage consistent with the amount set forth by the IRS per mile, photocopying charges at \$.15 per page, charges for facsimile transmissions at the rate of \$.50 per page, and reimbursement of long distance telephone charges.
3. The Consultant will submit invoices on a periodic basis to the City for payment for services performed. Payment shall be made within thirty days after receipt of invoices for services performed.

C. Changes

The City and Consultant may, from time to time, require changes in the terms of this Contract. Any such changes that are mutually agreed to by the parties shall be incorporated as written amendments to this Agreement and attached hereto.

D. Duration

The terms of this Agreement shall be applicable for a period commencing January 1, ~~2024~~2025 through December 31, ~~2024~~2025. The contract may also be terminated by either party after giving thirty days written notice.

E. Independent Contractor

It is agreed by the parties that at all times and for all purposes hereunder, that the Consultant is an independent contractor and not an employee of the City.

F. Insurance

The Consultant agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts of omission of Consultant and out of Consultant's performance or failure to adequately perform its obligations pursuant to this Agreement.

The Consultant further agrees, in order to protect itself and the City under the indemnity provisions set forth above, the Consultant will maintain at all times general, professional,

and auto liability policies on an occurrence basis. All such policies shall provide limits not less than the tort liability limitations set forth in Minnesota Statutes Section 466.04. If applicable, the Consultant also agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing the coverage listed here shall be during the term of this contract, have and keep in force liability insurance coverage provided to the City prior to the effective date of this contract. All policies shall provide that they shall not be canceled, materially changes, or not renewed without thirty days prior notice thereof to the City. This provision shall act as a condition subsequent; failure to abide by this provision shall be deemed as a substantial breach of contract.

G. Data Practices

The City shall disclose private and/or confidential data to Consultant as necessary for purposes of legal advice and consultation. Consultant agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, pertaining to privacy or confidentiality. Consultant understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Consultant in performing those functions that the City would perform as a government entity, is subject to the requirements of Chapter 13 and the Consultant must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Consultant to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Contract to be duly executed intending to be bound thereby.

City of Grand Rapids

Dated: _____

By: _____

Its _____

Madden Galanter Hansen, LLP LLC



Dated: 12/11/2023 12/5/2024

By:

Susan K. Hansen
Its Partner

CONSULTING SERVICES CONTRACT

This Agreement, by and between the City of Grand Rapids, hereinafter referred to as “City” and Madden Galanter Hansen, PLLC, Attorneys at Law, 7760 France Avenue South, Suite 290, Bloomington, Minnesota 55435-5834, hereinafter referred to as “Consultant.”

RECITALS

WHEREAS, the City is required under the Minnesota Public Employment Labor Relations Act (PELRA) to undertake the negotiations of contracts with employees represented by exclusive representatives (unions); and

WHEREAS, the City has determined that retaining a consultant to assist in its negotiations with the unions best fulfills its obligations with respect to labor negotiations.

NOW, THEREFORE, in consideration of the mutual undertakings and agreements contained within the Contract, the City and the Consultant agree as follows:

A. Scope of Services

1. Representation, with the labor negotiating team, in labor negotiations as chief management negotiator including:
 - a. Analysis of existing contract language and administration problems;
 - b. Preparation of management negotiations strategy;
 - c. Management spokesperson for “at the table” labor negotiations;
 - d. Preparation of management proposals and timely drafting of final labor bargaining agreement and finalization;
 - e. Pre-labor negotiation briefings, settlement summaries and appropriate status reports for the City Board information and action as necessary or as requested.
2. Management representation in grievance matters and counseling with management staff in initial grievance steps. Handling of grievance arbitrations.
3. Representation of the City in unit determination hearings.
4. Labor relations advice and personnel matters and data practices issues with the City on an ongoing basis.

B. Consideration and Terms of Payment

1. Consideration for all services performed shall be as follows:

Providing of labor negotiation services, travel and other labor relation services, other than arbitration, administrative hearing and litigation representation, billed in tenths of an hour at the rate of \$225.00 per hour. Arbitration and administrative hearing representation, if requested by the City, shall be at the rate of \$235.00 per hour. These rates are in effect through December 31, 2025.

2. Consultant will also be reimbursed for expenses, including mileage consistent with the amount set forth by the IRS per mile, photocopying charges at \$.15 per page, charges for facsimile transmissions at the rate of \$.50 per page, and reimbursement of long distance telephone charges.
3. The Consultant will submit invoices on a periodic basis to the City for payment for services performed. Payment shall be made within thirty days after receipt of invoices for services performed.

C. Changes

The City and Consultant may, from time to time, require changes in the terms of this Contract. Any such changes that are mutually agreed to by the parties shall be incorporated as written amendments to this Agreement and attached hereto.

D. Duration

The terms of this Agreement shall be applicable for a period commencing January 1, 2025 through December 31, 2025. The contract may also be terminated by either party after giving thirty days written notice.

E. Independent Contractor

It is agreed by the parties that at all times and for all purposes hereunder, that the Consultant is an independent contractor and not an employee of the City.

F. Insurance

The Consultant agrees it will defend, indemnify and hold harmless the City, its officers and employees against any and all liability, loss, costs, damages and expenses which the City, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the negligent or willful acts of omission of Consultant and out of Consultant's performance or failure to adequately perform its obligations pursuant to this Agreement.

The Consultant further agrees, in order to protect itself and the City under the indemnity provisions set forth above, the Consultant will maintain at all times general, professional,

and auto liability policies on an occurrence basis. All such policies shall provide limits not less than the tort liability limitations set forth in Minnesota Statutes Section 466.04. If applicable, the Consultant also agrees to maintain Workers Compensation insurance in the statutory amounts. Certificates of insurance showing the coverage listed here shall be during the term of this contract, have and keep in force liability insurance coverage provided to the City prior to the effective date of this contract. All policies shall provide that they shall not be canceled, materially changes, or not renewed without thirty days prior notice thereof to the City. This provision shall act as a condition subsequent; failure to abide by this provision shall be deemed as a substantial breach of contract.

G. Data Practices

The City shall disclose private and/or confidential data to Consultant as necessary for purposes of legal advice and consultation. Consultant agrees to abide by the applicable provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, pertaining to privacy or confidentiality. Consultant understands that all of the data created, collected, received, stored, used, maintained or disseminated by the Consultant in performing those functions that the City would perform as a government entity, is subject to the requirements of Chapter 13 and the Consultant must comply with those requirements as if it were a government entity. This does not create a duty on the part of the Consultant to provide the public with access to public data if the public data is available from the City, except as required by the terms of this Agreement.

IN WITNESS WHEREOF, the parties have caused the Contract to be duly executed intending to be bound thereby.

City of Grand Rapids

Dated: _____

By: _____

Its _____

Madden Galanter Hansen, PLLC



Dated: 12/18/2024

By: _____

Susan K. Hansen
Its Partner



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider correction to the Job Title of the Part-Time Library Public Services Clerk Resignation and Job Posting.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

In November, City Council accepted the resignation from Deb Moebakken from her position as part-time Library Public Services Clerk and authorized Human Resources to begin the process of posting internally, advertising, interviewing, and hiring for this open position. The correct job title for this resignation and subsequent job posting should be part-time Library Public Services Clerk I.

REQUESTED COUNCIL ACTION:

Make a motion to correct the job title for the part-time Library Public Services Clerk resignation and job posting to part-time Library Public Services Clerk I.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider hiring Dennis Gibbons as Regular Part-Time Arena Attendant II.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

Dale Anderson would like to hire Dennis Gibbons for the position of regular Part-Time Arena Attendant II, beginning January 14, 2025, with a rate of pay of \$18.00 per hour.

This salary is included in the 2025 budget.

REQUESTED COUNCIL ACTION:

Make a motion to hire Dennis Gibbons for the position of regular Part-Time Arena Attendant II, beginning January 14, 2025, with a rate of pay of \$18.00 per hour.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider hiring temporary Library employee through Personnel Dynamics.

PREPARED BY: Chery Pierzina, Human Resources Officer

BACKGROUND:

The Library occasionally utilizes temporary employees hired through Personnel Dynamics to cover for regular staff who are using FTO. These temporary employees allow the Library to maintain service levels until regular staff return from FTO. The Library Director and Library Board are recommending hiring Sarah Wagner as a temporary employee for the Library, hired through Personnel Dynamics, at a rate of \$18.50 per hour, effective January 14, 2025.

REQUESTED COUNCIL ACTION:

Make a motion to hire Sarah Wagner as a temporary employee for the Library, hired through Personnel Dynamics, at a rate of \$18.50 per hour, effective January 14, 2025.

SARAH WAGNER

I am a motivated employee with a desire to take on new challenges. Strong work ethic, adaptability and exceptional interpersonal skills. Adept at working effectively unsupervised and quickly mastering new skills. I am seeking employment to work at the Grand Rapids Public Library.

EXPERIENCE

SEPTEMBER 2011 – NOVEMBER 2024

EDUCATIONAL SUPPORT PROFESSIONAL, ISD 318, GRAND RAPIDS, MN

- Worked with special needs students, specifically, emotionally behavior disorders and autism spectrum disorder.
- Collaborated with teachers to develop strategies for teaching challenging material to students
- Reading daily to children with special needs.
- Participated in staff meetings to provide input on educational policies and procedures.
- Assisted in the development and implementation of individualized education plans for students with special needs.
- Monitored student behavior and provided appropriate interventions when needed.
- Provided support to teachers, administrators and other school personnel in order to ensure a safe learning environment.
- Supervised students in classrooms, halls, cafeterias, gymnasiums and field trips.
- Taught daily life skills and behaviors to students to build practical knowledge.
- Backed up lessons with personal support, modeling, small group instruction, and hands-on activities.
- Annually held CPI Nonviolent Crisis Intervention certificate, which applies early intervention de-escalation and non-physical methods for preventing or managing disruptive behaviors.

EDUCATION

GRAND RAPIDS HIGH SCHOOL

- Class of 1990, graduating with honors.

ITASCA COMMUNITY COLLEGE

- Graduating in 1993 with an Associate of Arts degree.

SKILLS

- Active listening skills
- Organizational skills
- Team player
- Strong work ethic
- Caring and empathetic demeanor
- Customer orientated
- Flexible
- Encouraging inclusivity
- Hands-on learner
- Creative thinker
- Great interpersonal skills

ACTIVITIES/HOBBIES

I enjoy spending time with my family and friends. Lately, I am trying to learn about the plants that grow around our area and have made balms and teas with them. The Mississippi River is one of my favorite places to be, I have done many paddles on its stretches with the people most important in my life. I knit quite a bit in the colder months, giving most away as gifts or random drops to strangers. I also enjoy baking and eating/sharing those baked goods with others.

REFERENCES

Stevan Heim [REDACTED]

Peggy Brenn [REDACTED]

Lauri Porter, ESP [REDACTED]



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13th, 2025

AGENDA ITEM: Consider accepting feasibility report and ordering plans and specifications for CP 2024-1, Sylvan Bay Phase 2 Project

PREPARED BY: Matt Wegwerth

BACKGROUND:

CP 2024-1, Sylvan Bay Phase 2 Project, includes pavement and utility replacement on 8th Avenue SW, 9th Avenue SW and 10th Avenue SW, from 1st Street SW to 4th Street SW.

Total project cost is \$3,553,782 with the City's share being \$2,497,726. Remainder of the project will be funded by Grand Rapid Public Utilities. City's share will be funded with bonds.

REQUESTED COUNCIL ACTION:

Make a motion accepting feasibility report and ordering plans and specifications for CP 2024-1, Sylvan Bay Phase 2 Project.



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

Feasibility Report

For:

Sylvan Bay Phase 2
(8th Av SW, 9th Av SW, 10th Av SW and 2nd St SW)

City Project 2024-1

January 13th, 2025

Table of Contents

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PROJECT DESCRIPTION	3
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PROJECT NEED	7
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EXECUTIVE SUMMARY

City Project 2024-1, Sylvan Bay Phase 2 Project, involves the reconstruction of 0.69 miles of roadway, storm sewer, sanitary sewer, water main and associated appurtenances. The improvements are generally located on 8th Avenue SW, 9th Avenue SW and 10th Avenue SW, from 4th Street SW to 1st Street SW. *The locations and detail associated with the proposed improvements are represented on the figures within the body of this report.*

The Engineering Departments opinion of cost for City Project 2024-1 is as follows:

Opinion of Cost

Construction Cost	\$4,115,294
10% Contingency	\$411,529
Engineering	\$823,059
Legal/Publishing/Easement	\$5,000
Administration	\$82,306
Cost of Issuance	\$164,612
Arts and Culture	\$61,729
Total Project Cost	\$5,663,529

This project will be financed as follows:

Proposed Financing

GRPU - Sanitary	\$ 1,758,743
GRPU - Water	\$ 1,810,453
G.O. Bonding	\$ 2,094,333
Total	\$ 5,663,529

This project is feasible. It will complete necessary pavement rehabilitation as well as replace aging utilities.

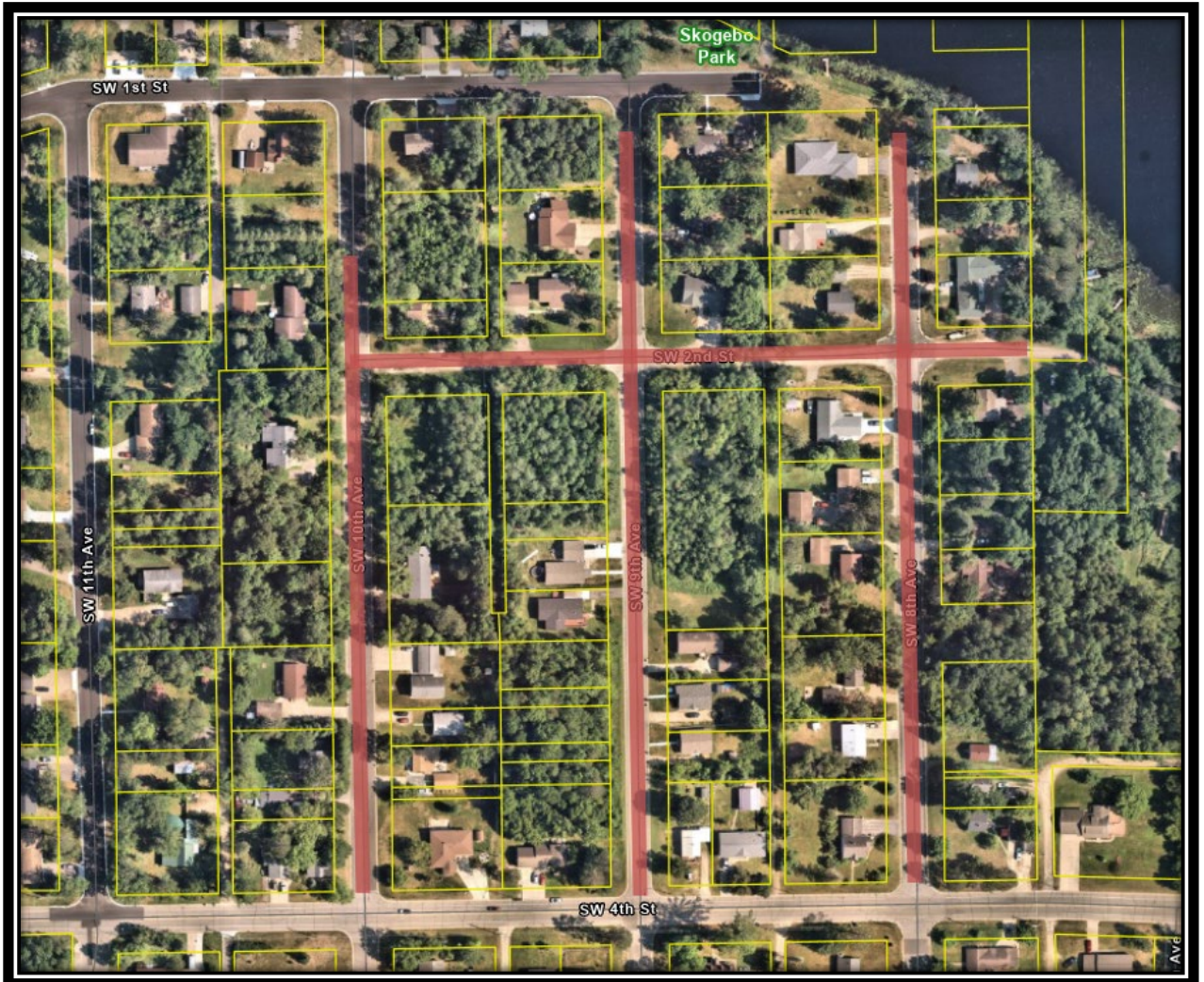
Regards,

Matt Wegwerth, PE
Public Works Director / City Engineer

- Cc: Tom Pagel, City Administrator
- Laura Pfeifer, Interim Finance Director
- Julie Kennedy, GRPU General Manager
- Steve Mattson, GRPU Water and Sewer Department Manager

PROJECT BACKGROUND AND SCOPE

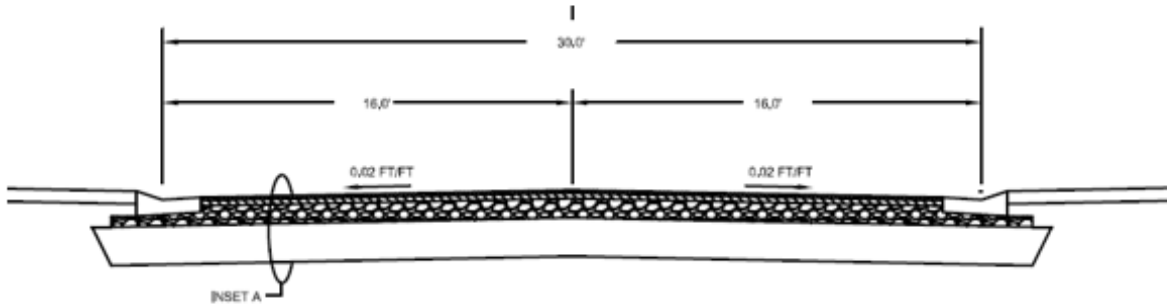
The project involves the full reconstruction of 8th Avenue SW, 9th Avenue SW, 10th Avenue SW and 2nd Street SW generally from 4th Street SW to 1st Street SW. The project will include the improvements of roadway, storm sewer, sanitary sewer, water main and associated appurtenances. See figure below for general location and extent of work.



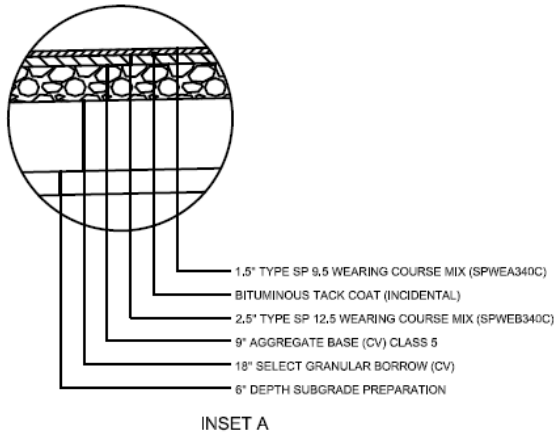
PROJECT DESCRIPTION

ROADWAY

The road section on all streets will be removed and replaced. 8th Avenue SW, 9th Avenue SW and 10th Avenue SW will be built to 32' face to face and 2nd Street SW will be constructed to a width of 28' face to face.



PROPOSED TYPICAL SECTION



STORM SEWER, WATER MAIN AND SANITARY SEWER

Storm sewer, water main and sanitary sewer will be replaced on 8th Avenue SW, 9th Avenue SW and 10th Avenue SW. See below for proposed locations.






LEGEND

	PROPOSED WATERMAIN, HYDRANT & VALVE		BITUMINOUS PAVEMENT
	PROPOSED WATER SERVICE & CURB STOP BOX		CONCRETE PAVEMENT
	PROPOSED SANITARY SEWER & MH		AGGREGATE SURFACING CLS
	PROPOSED SANITARY SEWER SERVICE & CLEANOUT		PROPOSED CURBS AND GUTTER
	PROPOSED STORM SEWER, MH & CB		

ZONING

The zoning within the project area is a mix of Shoreland One-Family Residence, One and Two-Family Residence and Shoreland One and Two-Family Residence, See zoning maps below.



- Zoning
-  One and Two-Family Residence
 -  Shoreland One-Family Residence
 -  Shoreland One and Two-Family Residence

PUBLIC MEETINGS

A neighborhood meeting has not been held for this project. During the design phase, a public meeting will be coordinated to gather input.

PROJECT SCHEDULE

The project is tentatively scheduled to advance as follows:

Feasibility Report to council	January 13, 2025
Order Plans & Specifications	January 13, 2025
Approve Plans and Advertise for Bids	February 2025
Open Bids	March 2025
Award Contract	April 2025
Construction Begins	May 2025
Substantial Completion	August 2025

PROJECT COST AND FINANCING

The project will be funded by the City of Grand Rapids and the Grand Rapids Public Utilities. The City no longer specially assesses for reconstruction projects.

The Engineering Departments opinion of cost for City Project 2024-1 is as follows:

Opinion of Cost

Construction Cost	\$4,115,294
10% Contingency	\$411,529
Engineering	\$823,059
Legal/Publishing/Easement	\$5,000
Administration	\$82,306
Cost of Issuance	\$164,612
Arts and Culture	\$61,729
Total Project Cost	\$5,663,529

This project will be financed as follows:

Proposed Financing

GRPU - Sanitary	\$ 1,758,743
GRPU - Water	\$ 1,810,453
G.O. Bonding	\$ 2,094,333
Total	\$ 5,663,529

PROJECT NEED

The roadways and utilities have reached the point of needing to be replaced. The Engineering Department supports the improvements as described in this report.

COST EFFECTIVENESS

The materials and methods that will be employed to construct these improvements have been proven to be a cost effective means by which to provide adequate pavements and utility mains.

APPENDIX A -Detailed Project Costs

City Project 2024-1			
Sylvan Bay Phase 2			
Construction Cost & Funding Summary			
Project Cost			
Construction Cost	\$4,115,294	<u>Street Lighting</u>	
10% Contingency	\$411,529	Construction Cost	\$0
Engineering	\$823,059	Non- Construction	\$0
Legal/Publishing/Easement	\$5,000	Total Storm Sewer	\$0
Administraion	\$82,306		
Cost of Issuance	\$164,612	<u>Sanitary Sewer Main</u>	
Arts and Culture	\$61,729	Construction Cost	\$807,291
Total Project Cost	\$5,663,529	Street Cost	\$470,666
% Non-Construction	37.62%	Non- Construction	\$480,786
		Total Sanitary - GRPU	\$1,758,743
<u>Streets</u>			
Construction Cost	\$878,336	<u>Water Main</u>	
Non- Construction	\$330,443	Construction Cost	\$844,865
Total Streets	\$1,208,780	Street Cost	\$470,666
		Non- Construction	\$494,922
<u>Storm Sewer</u>			
Construction Cost	\$643,470	Total Water Main	\$1,810,453
Non- Construction	\$242,083		
Total Storm Sewer	\$885,553		

<u>Funding</u>	
GRPU - Sanitary	\$ 1,758,743
GRPU - Water	\$ 1,810,453
Local	\$ 2,094,333
Total	\$5,663,529



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider authorizing the Police Department to enter contract with service provider Angie Baratto MA, LPCC.

PREPARED BY: Chief Andy Morgan

BACKGROUND:

The honorable calling to law enforcement comes with countless rewards but also exposes personnel to considerable repeated, traumatic events that are inherently dangerous and specific to this field. Law enforcement is always the first answer to community's call and often exposed to deal with the worst humanity has to offer. The purpose of this program is to provide a therapeutic, one on one, confidential, at no employee cost session with Therapist Angie Baratto. GRPD Officer Wellness Program is a positive way an employee can heal from the accumulated stresses of traumatic interactions with society as well as any personal stresses that exist.

Improving officer health and resiliency was a 2022 department goal. GRPD's Officer Wellness Program was well received by staff and recognized as being of value. Staff members are aware that we are committed to continuing to advance the GRPD Officer Wellness Program. We are committed to long-term employee health.

Cost of services will be satisfied by utilizing funds from the recently issued Public Safety Aid

REQUESTED COUNCIL ACTION:

Make a motion to authorizing the Police Department to enter contract with service provider Angie Baratto MA, LPCC.

CONTRACT

THIS CONTRACT, by and between the City of Grand Rapids, a municipal corporation, hereinafter referred to as "City," and Grand Rapids Police Department, hereinafter referred to as "GRPD," and Angie Baratto, MA, LPCC, hereinafter referred to as "Service Provider," entered into this 13 day of January, 2025.

RECITALS

WHEREAS, the Service Provider will provide mental health services to no more than 28 Employees of the GRPD.

WHEREAS, the Service Provider has represented that Service Provider has the ability and can competently perform the requirements to provide services.

NOW, THEREFORE, the City, GRPD and Service Provider, for good and valuable mutual consideration, agree as follows:

1. Service Provider shall provide services to no more than 28 Employees of the GRPD, costing \$80.00 per one hour session for a total cost not to exceed \$2,240.00 for the initial department required session.
2. GRPD shall set arrangement to secure a neutral site that is appropriate.
3. GRPD shall make arrangement and schedules directly with the employees when setting the sessions.
4. GRPD shall provide the schedule to the Service Provider.
5. Service Provider shall notify GRPD if the employee fails to show up to the scheduled meeting.

FOLLOW UP SESSIONS

1. Service Provider shall provide follow-up sessions with employees, if necessary, at \$80.00 per one-hour session.
2. Arrangements and location shall be provided by service provider.
3. Following the completion of the original required session, Servicer Provider will bill GRPD monthly and that the GRPD be advised when follow-up sessions total exceed five within a thirty-day period.
4. Service Provider shall keep track of and report, without the use of employee identifiers, how many employees utilized follow-up sessions and total of follow-up sessions.

- 5. All follow-up utilization shall be directed to both Chief Andy Morgan at 218-326-3464 amorgan@grandrapidsmn.gov and Captain Kevin Ott at 218-326-3464 kott@grandrapidsmn.gov

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF GRAND RAPIDS

By: _____
Its Mayor

By: _____
Its City Administrator

GRAND RAPIDS POLICE DEPARTMENT:

By: _____
Its Chief Andy Morgan

By: _____
Its Captain Kevin Ott

By: _____
Its Captain Jeremy Nelson

SERVICE PROVIDER

By: Angie Baratto, MA, LPCC
Angie Baratto MA, LPCC

State of Minnesota

Board of Behavioral Health and Therapy
335 Randolph Ave #290, St. Paul, MN 55102
HAS ISSUED

Licensed Professional Clinical Counselor

License Number: cc00225

To: Angela Lee Baratto, MA, LPCC

Effective Date
12/1/24

Expiration Date
11/30/25

State of Minnesota

Board of Behavioral Health and Therapy
335 Randolph Ave #290, St. Paul, MN 55102
HAS ISSUED

Licensed Professional Clinical Counselor
License Number cc00225

To: Angela Lee Baratto, MA, LPCC

Effective Date
12/1/24

Expiration Date
11/30/25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/20/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

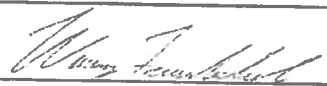
PRODUCER NPIA, INC. - NONPROFITS' INSURANCE AGENCY 21034 HERON WAY STE 107 LAKEVILLE, MN 55044-8093	CONTACT NAME: MIKE STEVENS PHONE (A.C. No. Ext): (952) 469-5963 E-MAIL ADDRESS: MSTEVENS@NPIAINC.COM	FAX (A.C. No): 952-469-4553	
	INSURER(S) AFFORDING COVERAGE INSURER A: Nonprofit Insurance Trust INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:		NAIC #
INSURED Northland Counseling Center, Inc. 215 SE 2nd Ave. Grand Rapids, MN 55744			

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PL0013-24	08/01/2024	08/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP. OP AGG \$3,000,000 TENANT PROPERTY DAMAGE \$10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PL0013-24	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			PL0013-24	08/01/2024	08/01/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0013-24	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	FIDELITY/EMPLOYEE DISHONESTY			PL0013-24	08/01/2024	08/01/2025	\$500,000
A	PROFESSIONAL LIABILITY			PL0013-24	08/01/2024	08/01/2025	\$1,000,000 per occurrence/\$3,000,000 aggregate
A	CYBER LIABILITY						

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule may be attached if more space is required)

CERTIFICATE HOLDER Northland Counseling Center, Inc. 215 SE 2nd Ave Grand Rapids, MN 55744-3615	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. 
---	---

N O R T H L A N D

COUNSELING • RECOVERY • WELLNESS

ALBERS, JESSICA	MSW, LICSW
ALSTAD (JEROME) JENNIFER	MS, Ed, LMFT
BARATTO, ANGELA	MA.,LPCC
BERG, ALI	(under supervision)
BERGAN, DESSA	LICSW
CHRISTIAN, ANGELA	RN, PMHNP-BC
COMSTOCK, GRACE	(under supervision)
DAY, JOSH	MS (under supervision)
FOX, LISA	MS, LPCC
GRADINE, TAMMY	MA, LPCC
HUMBLE, KERRIE	MSW, LICSW
HYNES, ASHLEY	Temp LGSW (under supervision)
JARVIS, JASON	MS (under supervision)
JOHNSON, JEANIE	MSW, LICSW
KAPLER, DEMI	(under supervision)
KAYOUM, KATELYN	(under supervision)
KEECH, AMANDA	MS (under supervision)
KEFALAS, THOMAS	MD
KRASAWAY, DANIELLE	MS, LPCC
KRAUSE, APRIL	MSW, LICSW
LOPEZ, ALYSON	MA, LPCC
MADL, AMIE	MA, LMFT, RPT-S
MANN, ANNA	MS, LPCC
MAXWELL, LAURA	LICSW
MEYERS, ALLISON	PsyD., LP
NELSON, BRADLEY	MA, LP
PEREIRA, ANA	MA, LMFT
RISTAU, JILLIAN	MS, LPCC
RODRIGUEZ, SARA	MS (under supervision)
SCHAFFER, AMY	MA, LP
SKINNER, MIRANDA	LPCC
STOLTZ, JESSICA	LGSW (under supervision)
SUNDQUIST-CASTLE, SARA	LADC, LPCC
SYME, ALYSA	(under supervision)
TOONSTRA, EVAN	LICSW
TROUMBLY, MELANIE	APRN, CNP, PMHNP-BC
WALLAKER, BREA	MS, LICSW
WHITE, JOHN	MA, LMFT
WORRATH, BRANDI	MS, LPCC

215 Southeast Second Avenue • Grand Rapids, MN 55744

Phone: 218-326-1274 • Fax: 218-326-9787

An Equal Opportunity Employer



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider authorizing the Police Department to enter into contract with service provider Steven E. Breitbarth, M. Div., LMFT.

PREPARED BY: Chief Andy Morgan

BACKGROUND:

The honorable calling to law enforcement comes with countless rewards but also exposes personnel to considerable repeated, traumatic events that are inherently dangerous and specific to this field. Law enforcement is always the first answer to community's call and often exposed to deal with the worst humanity has to offer. The purpose of this program is to provide a therapeutic, one on one, confidential, at no employee cost session with Therapist Steven E. Breitbarth. GRPD Officer Wellness Program is a positive way an employee can heal from the accumulated stresses of traumatic interactions with society as well as any personal stresses that exist.

Improving officer health and resiliency was a 2022 department goal. GRPD's Officer Wellness Program was well received by staff and recognized as being of value. Staff members are aware that we are committed to continuing to advance the GRPD Officer Wellness Program. We are committed to long-term employee health.

Cost of services will be satisfied by utilizing funds from the recently issued Public Safety Aid

REQUESTED COUNCIL ACTION:

Make a motion to authorizing the Police Department to enter into contract with service provider Steven E. Breitbarth, M. Div., LMFT.

CONTRACT

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RECITALS

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WHEREAS, the Service Provider has represented that Service Provider has the ability and can competently perform the requirements to provide services.

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3. GRPD shall make arrangement and schedules directly with the employees when setting the sessions.
4. GRPD shall provide the schedule to the Service Provider.
5. Service Provider shall notify GRPD if the employee fails to show up to the scheduled meeting.

FOLLOW UP SESSIONS

1. Service Provider shall provide follow-up sessions with employees if necessary, at \$80.00 per one-hour session.
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3. Following the completion of the original required session, Service Provider will bill GRPD monthly and that the GRPD be advised when follow-up sessions total exceed five within a thirty-day period.
4. Service Provider shall keep track of and report, without the use of employee identifiers, how many employees utilized follow-up sessions and total of follow-up sessions.

- 5. All follow-up utilization shall be directed to both Chief Andy Morgan at 218-326-3464 amorgan@grandrapidsmn.gov and Captain Kevin Ott at 218-326-3464 kott@grandrapidsmn.gov

IN WITNESS WHEREOF, the parties hereto have executed this Contract the day and year first above written.

CITY OF GRAND RAPIDS

By: _____
Its Mayor

By: _____
Its City Administrator

GRAND RAPIDS POLICE DEPARTMENT:

By: _____
Its Chief Andy Morgan

By: _____
Its Captain Kevin Ott

By: _____
Its Captain Jeremy Nelson

SERVICE PROVIDER

By: Steven E. Breitbarth
Steven E. Breitbarth, M. Div., LMFT



Insurer: Philadelphia Indemnity Insurance Company
 One Bala Plaza, Suite 100, Bala Cynwyd, PA 19004
 NAIC #: 18058

Contact: CPH Insurance, 800-875-1911, info@cphins.com

Certificate of Liability Insurance

Date issued: 01/03/2024

Named Insured:

Steven E Breitbarth
 3535 7th Ave. East,
 Hibbing, MN 55746

Policy #: E199582

Policy Term: 01/24/2024 - 01/24/2025

Occupation: Licensed Marriage and
 Family Therapist

Covered Locations

Professional Liability: Portable Coverage, not location specific
Commercial General Liability: 3605 Mayfair Avenue, Hibbing, MN 55746

Coverage Type <small>(Occurrence Form)</small>	Limits of Liability <small>(Per Claim/Total Per Year)</small>
Professional Liability	\$1,000,000/\$3,000,000
Supplemental Liability	\$1,000,000/\$3,000,000
Licensing Board Defense	\$35,000
Commercial General Liability	\$1,000,000 / \$3,000,000
Fire/Water Legal Liability	\$250,000
Business Personal Property	N/A
Sexual Abuse/Molestation Defense	Unlimited Defense Coverage <i>(for false allegations)</i>

State of Minnesota
Board of Marriage and Family Therapy
 335 Randolph Avenue, Suite 260, St. Paul, MN 55102
HAS ISSUED
 Licensed Marriage and Family Therapist
 License Number 262
To: Steven E. Breitbarth, LMFT
 Effective Date 1/1/25 Expiration Date 12/31/25

C. Philip Harbor

Authorized Representative

on the certificate holder. The Certificate of Insurance does not constitute
 rtificate holder, nor does it affirmatively or negatively amend, extend, or

alter the coverage afforded by the policies listed thereon.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13th, 2025

AGENDA ITEM: Consider adopting a resolution approving reimbursement of expenditures for CP 2024-1, Sylvan Bay Phase 2 Project.

PREPARED BY: Matt Wegwerth

BACKGROUND:

CP 2024-1, Sylvan Bay Phase 2 Project, includes pavement and utility replacement on 8th Avenue SW, 9th Avenue SW and 10th Avenue SW, from 1st Street SW to 4th Street SW.

In order to bond for the City's share of the project, a reimbursement resolution is necessary.

Total project cost is estimated at \$5,700,000 with the City's share at \$2,100,000.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution approving reimbursement of expenditures for CP 2024-1, Sylvan Bay Phase 2 Project.

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

RESOLUTION NO. 25-__

**A RESOLUTION INTENDING TO REIMBURSE EXPENDITURES FOR THE
Sylvan Bay Phase 2
City Project 2024-1**

WHEREAS, the City Council accepted the Feasibility Report for the Sylvan Bay Phase 2 Project;
and

WHEREAS, the construction described in the Feasibility Report is the most cost effective
solution; and

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

1. Such improvement is hereby ordered as proposed in accordance with the Feasibility Report and referred to therein.
2. The City Engineer is hereby designated as the City's representative for this improvement and he or his designee shall prepare plans and specifications for the making of such improvement.
3. The City reasonably intends to make expenditures for Sylvan Bay Phase 2, City Project 2024-1, and reasonably intends to reimburse itself for such expenditures from the proceeds of debt to be issued by the city in the maximum principal amount of \$5,700,000.
4. The Council shall let the contract for all or part of such improvement, or otherwise as authorized by Minn. Stat. 429.041, subd. 2, no later than January 13th, 2026.

Adopted by the Council this 13th day of January, 2025.

Tasha Connelly, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13th, 2025

AGENDA ITEM: Consider adopting a resolution authorizing a Safe Routes to School application

PREPARED BY: Matt Wegwerth

BACKGROUND:

Working with ISD 318, City staff have determined the need to submit an application to the Safe Routes to School program for improvements along 11th Avenue NE. Work includes the addition of sidewalk and curbing for safe pedestrian movements.

Project will be funded by SRTS funds.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution authorizing a Safe Routes to School application for 11th Avenue NE sidewalk

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

RESOLUTION NO.25-__

A RESOLUTION AUTHORIZING AN APPLICATION TO MNDOT SAFE ROUTES TO SCHOOL PROGRAM FOR IMPROVEMENTS ALONG 11TH AVENUE NE

WHEREAS, the Minnesota Department of Transportation (MnDOT) Safe Routes to School Program assists schools and communities by making it safer for children to walk and bike to school; and

WHEREAS, MnDOT Safe Routes to School Program solicits applications to enable schools and communities to implement Safe Route to School infrastructure improvements; and

WHEREAS, the City has determined there are perceived and evident safety issues relating to pedestrians near the Robert J Elkington Middle School and the West Rapids Elementary School; and

WHEREAS, all funding for non-SRTS eligible work items including engineering and right-of-way acquisition has been secured for this project.

NOW THEREFORE BE IT RESOLVED, that the City of Grand Rapids supports the submittal of an application for the Safe Routes to School Program funding for the improvements along 11th Avenue NE in Grand Rapids;

Adopted by the Council this 13th day of January 2025.

Tasha Connelly, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



Save: 12/31/2024 12:46 PM schristensen Plot: 1/2/2025 10:52 AM X:\F\J\G\GRANR\176851R\JEMS Sidewalk\5-final-dsgh151-drawings\11-Civil\cardtwg\exhibit\GR176851E.x.dwg

**ROBERT J. ELKINGTON
MIDDLE SCHOOL**

OUTDOOR ICE RINK

11TH AVENUE NE

24.00

6.00 WALK

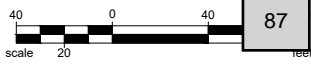
12.00

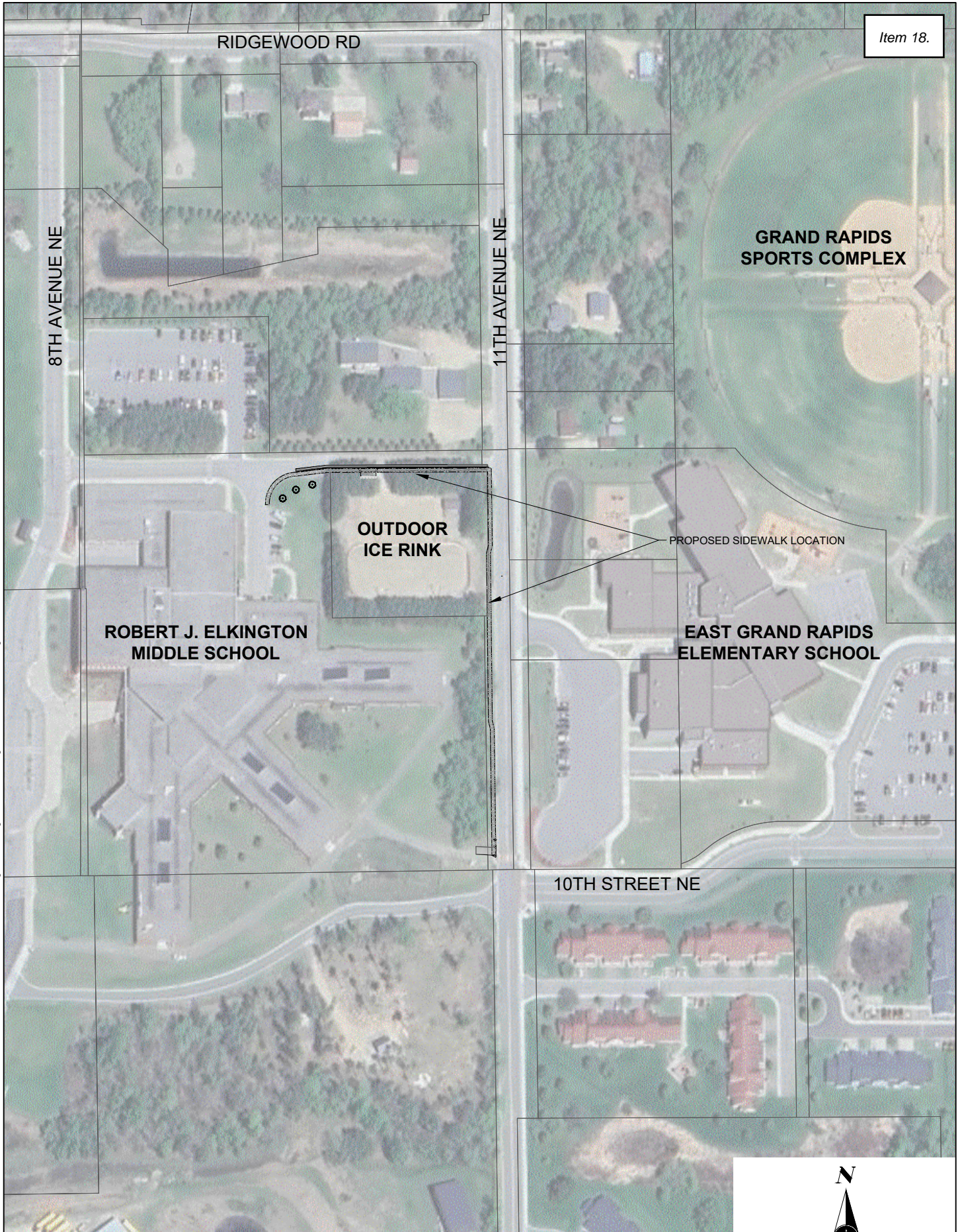


PROJECT NO.
GRANR 176851
DATE:
1/2/2025

**SIDEWALK EXHIBIT
RJMS SIDEWALK IMPROVEMENTS
GRAND RAPIDS, MINNESOTA**

FIGURE
NO. 1





Save: 1/2/2025 10:09 AM schristensen Plot: 1/2/2025 10:40 AM X:\F\J\G\GRANR\176851\RJEMS Sidewalk\5-final-dsgn\51-drawings\10-Civil\cad\dwg\exhibit\GR176851E1X2.dwg

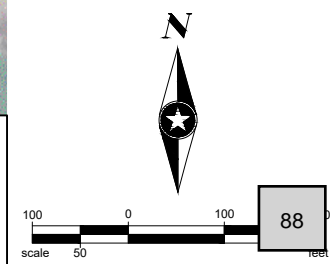


PROJECT NO.
GRANR 176851

DATE:
1/2/2025

OVERALL EXHIBIT
RJMS SIDEWALK IMPROVEMENTS
GRAND RAPIDS, MINNESOTA

FIGURE
NO. 2





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025
AGENDA ITEM: Consider approving the disposal of (5) five retired squad vehicles
PREPARED BY: Captain Jeremy Nelson

BACKGROUND:

With the transition to leased patrol vehicles through Enterprise, we currently have (5) five City owned squads that have been stripped, or soon will be stripped, of the emergency equipment and will be ready to be disposed of. We have been using Mid State Auto Auctions in New York Mills to sell our previous vehicles.

The squads to be disposed of are:

Unit 1901 – 2019 Ford Interceptor SUV – VIN # 1FM5K8AR9KGB55017

Unit 1902 – 2019 Ford Interceptor SUV – VIN # 1FM5K8AR0KGB55018

Unit 2001 – 2020 Ford Interceptor SUV – VIN # 1FM5K8AB8LGC15146

Unit 20K9 – 2020 Ford Interceptor SUV – VIN # 1FM5K8AB6LGC93411

Unit 2103 – 2021 Ford Interceptor SUV – VIN# 1FM5K8AB5MGB46840

REQUESTED COUNCIL ACTION:

Make a motion to approve the disposal of (5) five retired police squad vehicles.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 1/13/2025

AGENDA ITEM: Consider approval of marketing agreement with Club Prophet Systems

PREPARED BY: Tom Beaudry

BACKGROUND:

Club Prophet Systems (CPS) is our point-of-sale and they offer the ability to help with marketing. Currently, our website is hosted through TwinCitiesGolf.com. We would benefit from moving over our website to CPS as we would gain synergies with online sign ups, payments, and overall marketing.

REQUESTED COUNCIL ACTION:

Make a motion to approve the marketing agreement with Club Prophet Systems.

Club Prophet
Website Platform Order Form
Revision 6/14/2024

Program Name:	Website Platform
----------------------	------------------

Customer Name and Address	
Customer Name:	Pokegama Golf Course
Customer Address:	3910 Golf Course Rd Grand Rapids, MN 55744

Customer Contact	
Contact Name:	Tom Beaudry
Contact Title:	Director of Golf
Contact Email:	tbeaudry@grandrapidsmn.gov
Contact Phone:	218-326-3444
Billing Contact Name:	Tom Beaudry
Billing Contact Email:	tbeaudry@grandrapidsmn.gov
Billing Contact Phone:	218-326-3444

Term Start:	0
Initial Term:	{Term will be for 12 months}
Payment Terms:	Net 30 Day Invoicing
Setup Fee (US \$):	0
Initial Term Fee (US \$):	0
Initial Monthly Fee:	\$399
Services: See Exhibit A – Description of Services for service details	Website Platform Birdie Package: Fully Responsive Website Design, Hosting, SSL, ADA Widget with AI Detection, SEO Meta Page Titles, Email Marketing with 50,000 Email Sends and 2 automated journeys, Templates and Analytics. Reputation Management
Fee Schedule Customer will pay Provider a monthly fee in the amount of the number of locations utilizing the Services. See Exhibit A – Description of Services for service details.	

This Website Platform Order Form (“Order Form”) is entered into as of the date of the last signature below (“Effective Date”) by and between Club Prophet Software LLC, a Delaware limited liability company (“Provider”), and the entity detailed in the customer fields above (“Customer”). Provider and Customer may each be referred to as a “Party” or collectively as the “Parties.” This Sales Order is subject to the terms and conditions of the service agreement by and between Provider and Customer located at www.pokegamagolf.com (“Service Agreement”) which is hereby incorporated by reference.

1. Definitions

1.1 Applicable Law: means all applicable federal, provincial, state, and local laws, regulations, and rules that are binding upon or applicable to a Party as may be modified and in effect from time to time, including without limitation: (i) the General Data Protection Regulation (EU) 2016/679 (“GDPR”); (ii) the GDPR as incorporated into

UK law by the Data Protection Act 2018 and its amendments; (iii) the California Consumer Privacy Act of 2018 and the California Privacy Rights Act of 2020 and their respective amendments and implementing regulations; and (iv) the Telephone Consumer Protection Act of 1991.

1.2 Company Content: means all content, data, information, and technology on or underlying a Source Website, or added to a Website, the Servers, or the Platform by or at the direction of the Company, including Customer Data and Personal Data but excluding the Platform and any other technology or content provided by Provider or its service providers.

1.3 Customer Data: means any and all data and content from a Source Website, or added to the Website, including but not limited to words, music, images, and videos.

1.4 Platform: means the means the proprietary software platform and interactive user interface used to create, host, and serve the Website.

1.5 Servers: means the computer hardware and other equipment on which the Platform and Website are hosted.

1.6 Services: means the Provider marketing services and, if applicable, other services as described in Exhibit A.

1.7 Source Website: Means Customer's website that is converted via the Platform to create the Website

1.8 Website: means a multi-device accessible or responsive website which is operated by Customer for which Customer is licensing the Platform.

2. Grant of Rights

2.1 Provider License to Customer. Subject to the provisions of this Order Form, Provider hereby grants to Customer a non-exclusive, non-transferable, limited license to use the Platform during the Term solely to create Sites as contemplated by this Agreement (the "License").

2.2 Customer Data. Customer grants Provider the right to use the Customer Data for the sole purposes of performing its obligations under this Order Form, including to provide the Services, and prevent or address service, support, or technical problems. All right, title, and interest in and to Customer Data is held exclusively by Customer. No title to or ownership of any proprietary rights related to the Customer Data is transferred to Provider pursuant to this Order Form and Customer reserves all rights not expressly granted to Provider. Provider agrees to use the Customer Data solely in compliance with this Order Form.

2.3 Proprietary Rights. Provider and its licensors shall solely own the Platform and all rights, title, and interest in and to all copyrights, patent rights, trademark rights, trade secret rights, and other intellectual property rights embodied therein, including derivations, modifications, and improvements thereto. Nothing herein transfers, confers, or grants any rights of ownership or other licenses in the Platform other than the limited license set forth herein.

2.4 Feedback. If Customer or any of its employees or contractors sends or transmits any communications or materials to Provider suggesting or recommending changes to the Platform or the Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), Provider and its service providers are free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback.

3. Customer Obligations

3.1 Use Restrictions. Customer will not: (i) attempt to gain unauthorized access to, or disrupt the integrity or performance of, the Services or the data contained in the Services; (ii) modify, copy or create derivative works based on the Services; (iii) reverse engineer the Services; (iv) intentionally interfere or disrupt the integrity or performance of the Services or third party data contained therein; or (v) attempt to gain, or allow others to gain unauthorized access to the Services.

3.2 Additional Obligations. Customer will at all times during the Term: (i) ensure that the Services is used in compliance with this Order Form and Applicable Law; (ii) provide and maintain, in good working order, software

materials, equipment, and cooperation necessary for accessing the Platform and/or as required for Provider to perform the Services; (iii) be solely responsible for the accuracy and quality of the Customer Data and the means by which Customer acquires its data; (iv) use all reasonable efforts to prevent unauthorized access to or use of the Services and notify Provider promptly of any unauthorized access or use thereof; and (v) carry out its responsibilities as set forth in this Order Form in a timely manner.

4. Payment Terms and Fees

4.1 Services Fees. Subject to the terms and conditions of this Order Form and the Service Agreement, the fees in the above fee structure (“Fees”) provide the Customer with access and use of the Platform or other specified products and services. Fees are fixed for the duration of the Initial Subscription Term period but may increase by five (5) percent per year for any Renewal Term. Provider shall provide Customer at least thirty (30) days’ notice of any change in Fees for a Renewal Term.

4.2 Payment Method. Provider will invoice Customer on a net thirty-day basis and accept payment via direct deposit or check.

4.3 Payment Terms. During the Term, the Customer shall pay Fees to Provider on a monthly basis. INVOICING WILL BEGIN THIRTY DAYS FROM THE TERM START, REGARDLESS OF PROGRAM STATUS, UNLESS PROVIDER IS SOLELY RESPONSIBLE FOR IMPLEMENTATION DELAYS.

4.4 Tax and Other Charges. Customer shall be solely responsible for and agrees to pay, indemnify, and hold Provider harmless from any and all sales, use, communications, excise, or similar tax or duty, and any other tax not based on Provider’s net income, including penalties and interest and any associated professional fees, and all other imposts levied upon or chargeable with respect to the use, license, sale, or delivery of the services or other deliverables in respect of this Order Form, and any costs associated with the collection or withholding of any of the foregoing items.

4.5 Irrevocable Order. The terms and conditions set forth in this Order Form are irrevocable in all respects, subject only to termination pursuant to the express terms of this Order Form or the Service Agreement. Fees may be invoiced for the duration of the Term once this Order Form is signed. By executing this Order Form, the Customer agrees to pay all Fees for the Term.

5. Term and Termination

5.1 Term. The Order Form shall commence on the “Term Start” set forth above and shall continue for the period in the “Initial Term” set forth above (“Initial Term”). Thereafter, the Services shall renew automatically for an additional term length (each, a “Renewal Term”, and, together with the Initial Term, the “Term”) unless either Party provides the other Party with written notice of its intent not to renew at least ninety (90) days prior to the expiration of the Renewal Term, or unless earlier terminated in accordance with this Order Form or the Service Agreement.

5.2 Termination. Provider may immediately cease providing Services and/or terminate this Order Form for cause, without notice if: (i) Customer fails to pay any amount to Provider when due; or (ii) Provider believes that the provision of the Services or Customer’s use of the Services may violate Applicable Law; or (ii) Provider believes Customer has violated any of the Use Restrictions set forth in Section 3.1 or the Additional Obligations set forth in Section 3.2.

6. Customer Warranties. Customer represents and warrants that: (i) Customer will obtain end user consent prior to submitting personal information in connection the Services; (ii) Customer Data and the Company Content does not contain any data or content that is infringing, obscene, threatening, libelous, defamatory, tortious or otherwise harmful to third parties, including but not limited to content or material harmful to children or which violates third party proprietary rights; (iii) Customer will not engage in practices that are unfair or deceptive under the consumer protection laws of any jurisdiction, including chain letters and pyramid schemes, or impersonate any person or entity, or falsely state or otherwise misrepresent its affiliation with a person or entity or otherwise engage in malicious, fraudulent, objectionable or offensive activities; (iv) Company Data and the Company Content do not contain any software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs of any kind; (v) will comply with Applicable Laws; (vi) and (vii) Customer use of

the Services will comply with the terms of this Order Form and the Service Agreement.

- 7. Indemnification.** The Customer shall indemnify, defend, and hold Provider its officers, directors, employees, and the successors and assigns of the foregoing harmless from and against any and all claims, regulatory action, damages, penalties, liabilities, and costs, including reasonable attorneys' fees, arising out of or related to: (i) Customer's alleged or actual violation of Applicable Law; (ii) Customer alleged or actual infringement on third party intellectual property rights; (iii) any actual fraud, gross negligence, or willful misconduct of Customer; and (iv) any claim with respect to Customer Content or Customer Data.
- 8. Limitation of Liability.**
- 8.1** PROVIDER WILL NOT BE RESPONSIBLE FOR, OR HAVE ANY LIABILITY IN CONNECTION WITH, ANY USE OR MISUSE OF CUSTOMER DATA, OR CUSTOMER WEBSITES. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, NEITHER PARTY NOR ITS RESPECTIVE AFFILIATES, RESPECTIVE LICENSORS OR SUPPLIERS MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE WEBSITE, THE PLATFORM, THE SERVICES, OR ANY OTHER MATTER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE AND ANY IMPLIED WARRANTY OF NON-INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EACH PARTY SPECIFICALLY DISCLAIMS ANY WARRANTY REGARDING THE PROFITABILITY OF THE ARRANGEMENT CONTEMPLATED HEREBY FOR THE OTHER PARTY
- 8.2** EXCEPT FOR CUSTOMER INDEMNIFICATION OBLIGATIONS AS SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS ORDER FORM, OR ANY LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE; ALL WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER THE PARTIES KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF THE LOSS, INJURY OR DAMAGE IN QUESTION.
- 8.3** PROVIDER'S ENTIRE LIABILITY FOR ANY CLAIMS ARISING IN CONNECTION WITH ANY OBLIGATIONS UNDER THIS ORDER FORM SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED THE AGGREGATE FEES PAID BY CUSTOMER UNDER THIS ORDER FORM IN THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THAT THE CAUSE OF ACTION AROSE.
- 8.4** PROVIDER IS NOT LIABLE FOR ANY CLAIMS OF THIRD PARTIES TO THE EXTENT SUCH CLAIMS ARISE FROM PROVIDER'S USE OF CUSTOMER CONTENT.
- 8.5** THE PARTIES ACKNOWLEDGE AND AGREE THAT THESE LIMITATIONS OF LIABILITY ARE FUNDAMENTAL TO THE BASIS OF THE BARGAIN UNDER THIS AGREEMENT, AND THE PARTIES WOULD NOT ENTER INTO THIS AGREEMENT ABSENT SUCH LIMITATIONS.
- 9. Control.** In the event of a conflict between the terms and conditions of this Order Form and the Service Agreement, the terms and conditions of this Order Form shall control with regard to the terms and conditions of the Services. The terms of this Order Form will not amend the terms and conditions applicable to any other Order Form unless expressly stated by reference to the Order Form amended.
- 10. Changes.** Provider may revise and update the terms and conditions of this Order Form from time to time in Provider's sole discretion. All changes are effective immediately when posted at www.pokegamagolf.com and apply to all access and use of the Marketing Services thereafter. Continued use of the Marketing Services following the posting of revised Order Form means that the Customer accepts and agrees to the changes.

Signature Page Follows:

This Order Form is hereby accepted and agreed to by duly authorized representatives of Customer and Provider:

CUSTOMER: Pokegama Golf Course	Club Prophet Software LLC
Signature:	Signature: <i>Dawn Houser</i>
Name (printed):	Name (printed): Dawn Houser
Title:	Title: Engage Account Manager
Date:	Date: 12/16/24



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider approving new PepperBall policy for the Grand Rapids Police Department

PREPARED BY: Captain Jeremy Nelson

BACKGROUND:

At the September 9th, 2024 Grand Rapids City Council Meeting, the Grand Rapids Police Department was approved to move forward with the purchase of five (5) non-lethal PepperBall launchers.

These PepperBall launchers have been received and four Officers have completed the Instructor/Armorer course.

The next step, prior to training all the Grand Rapids Police Department Officers, is to implement a policy for the PepperBall systems. Several policies from other MN law enforcement agencies were reviewed and the attached policy was drafted that covers the procedures for use of PepperBall products.

City Attorney Sterle has reviewed the proposed policy and given his approval.

REQUESTED COUNCIL ACTION:

Make a motion to approve the new PepperBall Policy to be added to the Grand Rapids Police Department Policy Manual.

PEPPERBALL LAUNCHERS, PROJECTILES, AND BLAST

311.1 POLICY

It is the policy of the Grand Rapids Police Department to utilize the non-lethal PepperBall launcher systems and PepperBall BLAST as an authorized police tools to control a non-compliant, violent, or armed subject in order to protect officers and others from harm. It may also be utilized in crowd management and crowd control to disperse, displace, or direct non-compliant crowds.

311.2 DEFINITIONS

Non-Lethal: Chemical agent delivery system that uses HIGH-PRESSURE AIR (large capacity hoppers), and CO2 (limited capacity magazines) to deliver PAVA powder PROJECTILES.

- Combines chemical agent exposure with kinetic impact.
- Effective on individuals as well as large groups of people for riot and crowd control.

PepperBall Launcher: PepperBall Launchers are intermediary force tools with yellow markings that deploy projectiles with compressed air of multiple types. PepperBall should be deployed to areas of the subject's body that are considered unlikely to cause death or serious physical injury.

PepperBall Projectiles: PepperBall projectiles are a .68 caliber projectile of varying functionality manufactured and approved by PepperBall in different forms, including but not limited to chemical irritants, glass breaking functionality, inert and marking.

Target Areas: Approved PepperBall target areas include the torso and limbs. PepperBall should not intentionally be targeted at the head, neck, throat, groin, and spine unless deadly force is authorized.

PepperBall Blast: PepperBall BLAST is a reliable close-range response to an attack or other use of force. The Blast delivers a payload equal to 3X projectiles' worth of powder and leaves a cloud of powder between the officer and the subject allowing the officer time to get a better reactionary distance or call for assistance. The BLAST-GB has a durable, high-hardness tungsten carbide hammer tip to safely break through auto and other glass.

311.3 PROCEDURE

- A. PepperBall launchers in most cases should be delivered in accordance with the manufacturer's recommendations and guidelines however, each situation must be evaluated on the totality of the circumstances at the time of deployment. Officers are not restricted solely to use according to manufacturer's recommendations.
- B. PepperBall products are a non-lethal use of force option and fall between verbal commands and less than lethal options.
- C. Only officers trained in the use of PepperBall launchers are authorized to deploy them.
- D. Only City approved PepperBall launchers are authorized for use.
- E. Only a designated PepperBall launcher will be used to deploy the PepperBall projectiles.
- F. Only officers who are trained may load or refill the PepperBall launchers with the projectiles and compressed air.
- G. Prior to firing the launcher, an officer should, if practicable, inform other officers on scene and dispatch that PepperBall launchers are available and ready for deployment.
- H. Prior to firing the launcher, an officer should give verbal warning, if feasible, to the subject unless it would otherwise endanger the safety of officers or when it is not practicable due to the circumstances.
- I. Lethal cover options should be considered, prior to the deployment of PepperBall systems.
- J. A narrative report will be completed by the deploying officer in all PepperBall system deployments.
- K. Only officers trained as a PepperBall instructor or armorer may alter or adjust the pressure (PSI) of the launcher and its air tank.

311.4 DEPLOYMENT AREAS

- A. PepperBall projectiles will be delivered to the suspect target areas based on the circumstances involved in the incident. The threat level of the suspect, the proximity of officers to the suspect, the position of the suspect related to the availability of potential target areas, the physical layout of the incident scene, and officer safety issues present are all factors to consider when selecting a target area.
- B. Intentional impacts to the head, neck, throat, groin, and spine area are considered deadly force, and will be avoided unless the use of deadly force is justified.

- C. The PepperBall system may be used to effectively control animals with kinetic impacts and chemical irritant projectiles when necessary.
- D. PepperBall projectiles can be used to saturate an area around a subject in an effort to gain compliance.
- E. The officer should adjust targeting for wind conditions by adjusting his/her position and/or by using test rounds to determine wind direction.
- F. Upon the discharge of any PepperBall projectile, the on-duty supervisor should be notified as soon as practicable.
- G. The use of the glass-shattering projectile should not be used on any person unless the situation calls for the use of deadly force.
- H. The PepperBall launcher system is authorized for the use during a crowd control situation. Prior to firing the launcher, an officer should give verbal warnings, if feasible, to the subject(s).
- I. The PepperBall BLAST should be aimed at center mass with the PAVA powder saturating the upper chest and mucus areas of the head.
- J. PepperBall BLAST can also be utilized effectively through small openings to fill a room, vehicle, or other enclosed area with a cloud of LIVE-X PAVA powder. Pointing the BLAST toward the ceiling will cause this powder to stay airborne, causing maximum physiological and psychological effects to the subject(s), and encouraging submission.
- K. Photographs of the scene and affected person shall be taken after each deployment if possible.

311.5 TREATMENT AND DECONTAMINATION

- A. All subjects who are struck by a PepperBall projectile or PepperBall BLAST should be evaluated for injuries and if deemed necessary or requested, be seen by emergency medical services. Any subject struck by a PepperBall projectile or PepperBall BLAST has the right to refuse medical treatment. Photographs of the subject's injuries will be taken whenever possible. A medical release form should be requested if the subject is evaluated at a medical facility.
- B. The affected subject(s) should be removed to an area of fresh air.
- C. Shake any pepper powder off the subjects clothing. Cool, clean water can be used to wash powder off exposed skin.

311.6 STORAGE/MAINTENANCE

- A. PepperBall launchers have several delicate parts that can wear out easily if the system is not cared for properly.

- B. The following steps should be followed in the order listed to maintain the life of the launcher:
- i. Safety on.
 - ii. Turn pressure off.
 - iii. Remove magazine from the stock.
 - iv. Remove the projectile from the chamber.
 - v. Place projectile back in the magazine.
- C. PepperBall launchers will only be stored in designated locations and within assigned squad cars.
- D. Only trained PepperBall armorers are allowed to lubricate and clean the PepperBall launchers.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: 1/13/2025

AGENDA ITEM: Consider renewing support agreement with AVI Systems.

PREPARED BY: Erik Scott

BACKGROUND:

We maintain an agreement with AVI Systems for support of the audio/visual systems in our two main meeting rooms. We need to renew this agreement for the Council Chambers and Fire Hall conference room for 2025. This is a budgeted item.

REQUESTED COUNCIL ACTION:

Make a motion to enter into an agreement with AVI Systems and authorize the Mayor to sign the agreement.

Quote



Reference Number: 1320225
Date: December 30, 2024

City of Grand Rapids -Fire Hall/Council Chambers Support
Renewal 2025

Prepared By: Erik Speer
Phone: (952)905-7961
Email: Erik.Speer@avisystems.com

AVI Systems Inc.
9675 W 76th St, Eden Prairie, MN 55344
Phone: (952)949-3700
Fax: (952)949-6000

COMPANY

City of Grand Rapids - MN
420 N Pokegama Ave
Grand Rapids, MN 55744

Contact: Erik Scott
Phone: (218) 326-7612
Email: escott@ci.grand-rapids.mn.us
Account Number: 3230

PROJECT SITE

City of Grand Rapids
420 N Pokegama Ave
Grand Rapids, MN 55744

Contact: Erik Scott
Phone: (218)244-4139
Email: escott@ci.grand-rapids.mn.us
Account Number: 3230

INVOICE TO

City of Grand Rapids - MN
420 N Pokegama Ave
Grand Rapids, MN 55744

Contact:
Phone: (218) 326-7612
Email: escott@ci.grand-rapids.mn.us
Account Number: 3230

COMMENTS

2025 Support Renewal dates 2/1/2025 - 1/31/2026
Rooms Covered
Council Chambers Additions
Fire Hall
System Health Check

PRODUCTS AND SERVICES SUMMARY

PRO Support	\$9,500.00
Grand Total	\$9,500.00

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event AVI must pursue collection of unpaid invoices, Customer agrees to pay all of AVI's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and AVI have agreed on the payment method of CHECK. Payment must be remitted by stated method. To the extent Customer seeks to use of any payment methods other than stated, and that payment method results in an increased transaction cost to AVI, the new payment must be approved in writing, and the Customer shall be responsible for paying the increased transaction cost to AVI associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

AVI uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

AVI Systems
PO Box 842607
Kansas City, MO 64184-2607

Item 22.

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions AVI Systems provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, AVI will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, AVI shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH AVI

Customer hereby accepts the above quote for goods and/or services from AVI. When duly executed and returned to AVI, AVI's Credit Department will check Customer's credit and approve the terms. After approval by AVI's Credit Department and signature by AVI, this Retail Sales Agreement will, together with the AVI General Terms & Conditions (which can be found at <http://www.avisystems.com/TermsOfSale>) form a binding agreement between Customer and AVI. (This Retail Sales Agreement and the AVI General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement). If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should AVI's Credit Department determine at any point prior to AVI commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, AVI reserves the right to terminate the Agreement without cause and without penalty to AVI.

AGREED AND ACCEPTED BY

	AVI Systems, Inc.
Company	Company
Signature	Signature
Printed Name	Printed Name
Date	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of AVI. Sharing a copy of this quote, or any portion of the Agreement with any competitor of AVI is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRO SUPPORT:

<u>Model #</u>	<u>Mfg.</u>	<u>Description</u>	<u>Qty</u>	<u>Price</u>	<u>Extended</u>
AVISSA1YR	AVI SYSTEMS	1 Year System Support Agreement	1	\$9,500.00	\$9,500.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

SYSTEM SUPPORT AGREEMENT COVERAGE

AVI Systems will perform the services below for covered systems:

Entitlement Coverage		
Entitlement	Definition	Included
Incident Management	AVI Systems provides support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Yes
Remote Support	AVI Systems provides remote Priority Support for supported systems to diagnose and address and attempt to resolve incidents.	Yes
Onsite Support	AVI Systems provides Priority Support for technician dispatch to the customer location to diagnose and address and attempt to resolve an Incident within 8 Business hours or as available and/or scheduled.	Yes
Advanced Parts Replacement	AVI Systems provides advanced replacement of failed hardware components under warranty as available.	Yes
Software Update Assistance	AVI Systems provides labor to implement updates of existing software to correct software errors and/or resolve incidents as scheduled.	Yes
System Training	AVI Systems conducts user training to cover general operation of the system and how to contact AVI Systems for support as scheduled.	Yes
System Health Checks	AVI Systems personnel perform a complete health check and diagnostic on the installed system. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Biannually

AVI Systems has a standard three level severity protocol and a single level for requests. Our severity levels are Critical (P1), Standard (P3), and Request (P4). Service Levels and response targets are based on Priority. Any needed information, feature enhancements, administrative inquiries are all classified as a request. The following is a severity summary and standard target percentages are listed in the table below.

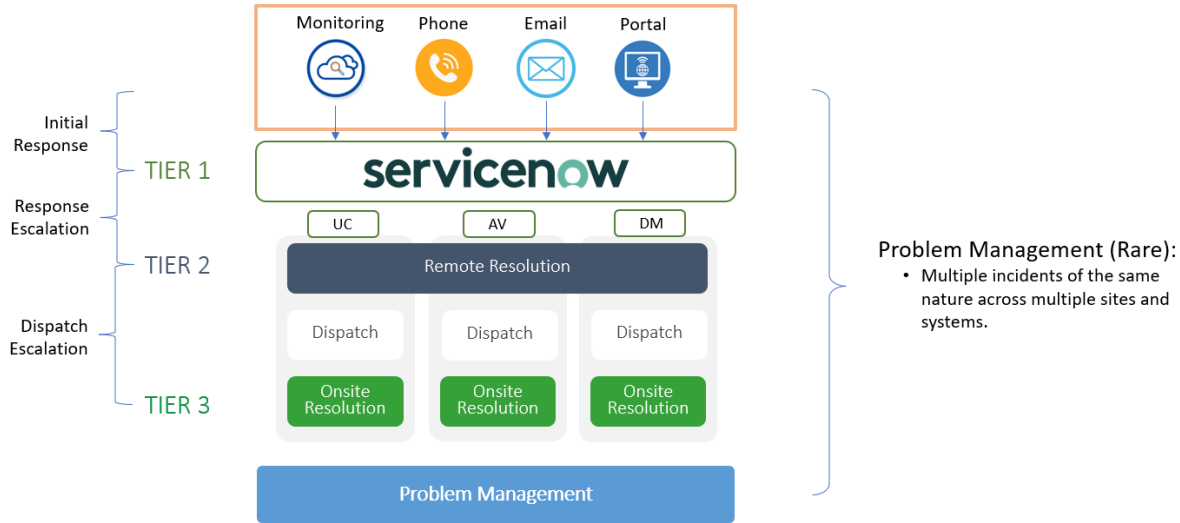
Target Percentage for Standard Level Agreements (SLA)					
Priority	Details	Incident Management Response	Remote Support Response	Onsite Dispatch (if included)	Target (%)
Critical (P1)	Multiple devices are down, unable to serve data, in a state of frequent or repeating "panic" or "hang," or is in a state of degraded	Calls: 60 Seconds for calls answered Voicemail: 2 business hours Email: N/A	4 business hours	8 business hours	90

	<p>performance sufficient to prevent normal business operations. At this severity, both AVI Systems and client must commit the appropriate personnel to restore the system to a functional state or until a mutually agreeable workaround is provided.</p> <p>NOTE: Email support initiation does not apply – Urgent incidents should be coordinated and requested via phone. Email initiation is logged as Standard (P3).</p>				
Standard (P3)	<p>Device is experiencing and issue, anomaly, or cosmetic defect that inflicts little or no business impact. AVI Systems will provide a viable and mutually agreeable workaround until a more permanent hardware/software upgrade exists to mitigate the incident.</p>	<p>Calls: 60 Seconds for calls answered</p> <p>Voicemail: 2 business hours</p> <p>Email: 4 business hours</p>	8 business hours	8 business hours	90
Request (P4)	<p>Normal requests for information regarding the installation, configuration, use and maintenance of systems under management. This includes administrative inquiries. There is no impact to your production systems or business operations.</p>	<p>Calls: 60 Seconds for calls answered</p> <p>Voicemail: 4 business hours</p> <p>Email: 4 business hours</p>	16 business hours	Best Effort / Scheduled	90

SYSTEM SUPPORT WORKFLOW

AVI Systems follows an Information Technology Infrastructure Library (ITIL) framework with our approach to technology services. Generally, our tiered workflow approach will follow this structure:

1. Incident is reported via monitoring (when purchased), phone, email, or portal (when available)
2. Incident is logged in ServiceNow and triaged (Tier 1)
3. UC / AV / DM Troubleshooting and Remote Resolution (Tier 2)
 - a. Tier 2 remediation (and SLA) begins after Tier 1 triage has been completed.
4. Dispatch Escalation and Resolution (Tier 3)
 - a. Tier 3 Escalation (and SLA) begins after Tier 2 remediation has been attempted.



SERVICE COVERAGE TIME & TIER LEVELS DESCRIPTION

Coverage hours for the ProSupport department are defined as:

8 x 5	AVI Systems will provide 8 x 5 coverage across the time zone locations of the systems under coverage (North America only)
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AVI Systems ProSupport department is the initial contact point for any incoming incident. Upon identification of an issue, the ProSupport team will attempt to restore the technology service back to normal operations. Remediation activities will take place at different tiers of service, but all following a specific workflow. A general description of what happens at each tier level is as follows:

TIER 1 SERVICES:

Tier 1 services are the initial point of contact for any issue and are primarily made up of Incident Management responsibilities. Typical responsibilities for Tier 1 include:

- Taking ownership of incidents in our ServiceNow ITSM system for all issues reported or alerted on. Each incident request will have a unique reference number which is used to allow the support staff to quickly locate, add to or communicate the status of the user’s issue or request.
- Assign a severity or update the severity of each incident (Critical, Standard, or Request)
- Provide electronic receipt notification for each incident.
- Provide rapid response and initial triage and technical support.
- Perform remote trouble isolation, resolution, or escalation to a Tier 2 Technician if needed.
- Ongoing status updates and case management through incident resolution.

TIER 2 SERVICES:

Tier 2 services are made up of various remote resolver groups. Escalations will take place at this level. AVI Systems will engage with a remote resolver that specializes in the incident in question. Typical responsibilities for Tier 2 include:

- Specific fault isolation down to the component level.
- Perform specific hardware configuration changes.
- Perform overall system configuration changes.
- In-depth analysis, log analysis, fault tracking and tracing.
- In-depth understanding of the core technologies utilized for corrective action.

- Promote the incident to Tier 3 escalation as needed.

TIER 3 SERVICES (available as SSA master number - if included):

Tier 3 services are made up of onsite resources that are available for dispatch. The ProSupport team will take the learnings from Tier 1 and Tier 2 teams and dispatch a site technician with the correct repair or replacement technology to fully resolve the incident. Typical responsibilities for Tier 3 include:

- Room repair and configuration changes.
- Control and audio system programming.
- Hardware swaps of on-hand critical components.
- Coordination of replacement parts.
- RMA or equipment returns to the manufacturer.
- Advanced diagnostic troubleshooting of cable paths and component level devices.
- Software and firmware updates, as well as identification of incompatible revisions.
- Acceptance testing of the resolved system.
- System health checks (preventative maintenance).
- System reimaging to correct OS/BIOS failures or to generally reconstruct a system back to functionality.

PROBLEM MANAGEMENT:

AVI Systems has a proven problem management process aimed to resolve the root causes of any Tier 3 incidents that are unresolved. Unfortunately, there are occasions where multiple issues happen across multiple platforms. These issues are escalated into an ITIL "Problem". A "problem" in this context is the unknown underlying cause of one or more incidents, and a 'known error' is a problem that is successfully diagnosed and for which either a work-around or a permanent resolution has been identified. Problems can also be identified from a single significant incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.

A known error is a condition identified by successful diagnosis of the root cause of a problem, and the subsequent development of a work-around. Problem management differs from incident management in that Problem Management aims primarily to find and resolve the root cause of a problem and thus prevent further incidents while the purpose of Incident Management is to return the service to normal level as soon as possible, with the shortest possible business impact.

CONTACTS

AVI Systems Service team can be reached by:

- National Support Phone: 800-488-4954
- ProService Phone 855-521-0040
- email: support@avisystems.com
- Portal: Contact your local AVI Systems representative for instructions.

SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.

Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

Onsite Support - Service level response assumes customer location is within 60 miles of an AVI Systems Service Center. Additional travel costs may apply if the customer location is beyond 60 miles of an AVI Systems Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item description found in the Product and Services Detail section of this Agreement. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

UNIFIED COMMUNICATIONS TERMS

Coverage Dates – Unless otherwise stated, the service coverage start date for Unified Communications Support Services for new unified communications infrastructure equipment will be the shipped date from the manufacturer, and coverage will extend for the duration of time specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. The start date for Unified Communications Support Services purchased to cover existing equipment is established by the manufacturer, and the coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement.

Unified Communications Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

DIGITAL MEDIA TERMS

Coverage Dates – Unless otherwise stated, the service coverage start date for Digital Signage Support Services for new digital signage equipment will be the shipped date from the manufacturer, and coverage will extend for the duration of time specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. The start date for Digital Signage Support Services purchased to cover existing equipment is established by the manufacturer, and the coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. Digital Media Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

RSS SERVICES TERMS

1. LICENSED CONTENT

In addition to any other rights under the Agreement, AVI Systems, Inc. ("AVI Systems") grants Customer, during the term of this Agreement and subject to the terms and conditions of this Agreement, a license to use syndicated media and/or data provided by AVI Systems (the "Service") on Customer's network of public digital signage displays (the "Network"). All information offered to Customer is the sole and exclusive property of AVI Systems or its content partners. The customer agrees that it will not sell or make items from the Service available to any other entity or make the Service publicly available via the world wide web.

Customer shall not use or permit the use of material from AVI Systems in any way that compromises the integrity thereof or which infringes any copyrights or other intellectual property rights, contracts, or proprietary interests or cause the material to be displayed on any other medium other than public digital displays.

2. WARRANTIES AND DISCLAIMERS

AVI Systems warrants that it is licensed to grant a license to use the content delivered by the Service as set forth herein. AVI Systems warrants that to the best of its knowledge, Customer's use of the Service in accordance with this agreement will not infringe upon any copyright or other intellectual property right of AVI Systems or any third party.

The Parties acknowledge that in normal industry practice, errors occur, and AVI Systems makes no representations and warranties as to the sequence, completeness, accuracy, and/or reliability of the Service. AVI Systems, subject to the fundamental obligation to give impartial material worthy of confidence, will make its best efforts not to contravene any laws (including, but not limited to, the law of defamation) or regulations in any country in which AVI Systems distributes the Service.

IN NO EVENT SHALL AVI SYSTEMS OR ITS CONTENT PARTNERS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS OR INCOME, ARISING FROM ANY ACT OR FAILURE TO ACT BY AVI SYSTEMS OR ITS CONTENT PARTNERS WHETHER OR NOT IT HAD ANY KNOWLEDGE ACTUAL OR CONSTRUCTIVE, THAT SUCH DAMAGES MIGHT BE INCURRED, NOR SHALL THEY BE LIABLE FOR DAMAGES CAUSED BY ANY FAILURE OF PERFORMANCE, MISTAKES, OMISSIONS, INTERRUPTIONS, DELETIONS OF FILES, DEFECTS, DELAYS IN OPERATION OR TRANSMISSION, COMMUNICATIONS LINES FAILURE, THEFT, DESTRUCTION OR UNAUTHORIZED ACCESS TO OR USE OF MATERIAL FROM AVI Systems.

3. SURVIVAL

The rights and obligations of User, AVI Systems, and its content partners under the foregoing paragraphs will continue notwithstanding any termination of this Agreement.

4. ARCHIVE RIGHTS

All archive rights between AVI Systems and Customer terminate upon termination of this Agreement. At that time, the Customer shall delete all material received from AVI Systems within ten (10) business days from all on and offline storage. RSS Services Terms are in addition to AVI Systems' General Terms and Conditions of Sale.

Item 22.

PREPAID BLOCK

PREPAID BLOCK DEFINITIONS

Preventive Maintenance – AVI Systems personnel perform the necessary cleaning, adjustments, functional tests, and replacement of parts to keep the equipment in good and efficient operating condition. Any repairs or operating instructions will be done at this time.

Remote Diagnostics – a service whereby remote calls are made to communications and terminal equipment via Customer provided analog line or IP connection to determine network and/or board-level failures and remedies. Only available where equipment is capable and configured by AVI Systems to provide same.

PREPAID BLOCK TERMS

Labor Hours

- All labor costs for services rendered will be applied against the contract amount
- Service and support outside of normal business hours (Mon – Fri / 8 am – 5 pm) will be calculated at 1.5 times the actual hours
- Technician travel time for on-site services is calculated portal-to-portal
- Any additional service hours requested beyond the contract amount will be additionally invoiced at the contract rate

Parts, Materials, and Other Expenses

- At the Customer's option, the Prepaid Block may also be applied against the cost of all parts, materials, and other expenses costs for services provided rendered; or
- Any additional parts, materials, and other expenses services costs beyond will be additionally invoiced

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of the AVI Systems Prepaid Block invoicing date. AVI Systems reserves the right to withhold services until the invoice is paid in full.

Subject to any limitation under applicable law, unused Prepaid Blocks expire 24 months after issuance.

PRODUCT SUPPORT AGREEMENT TERMS

Term – The term of the agreement is five (5) years from the date of invoice.

Coverage Dates – Unless otherwise noted, the service coverage date will be effective as of the AVI Systems' Support Agreement invoicing date.

Product Registration and Renewability – This agreement is non-renewable, and AVI Systems requires the owner to submit serial numbers of products covered to AVI Systems within 30 days of delivery. AVI Systems will make its commercially reasonable efforts to collect such information in the event of product drop shipping.

Service Obligations – AVI Systems' obligations under this Agreement are limited to providing phone support for problem diagnostics, in-shop maintenance adjustments, break-fix repairs, and part replacements required for the equipment listed above in the Products and Services Detail section, hereto (the "Covered Equipment"). Such service shall be provided during normal AVI Systems business hours, and (a) shall include only maintenance for current manufactured parts and labor required to repair the Covered Equipment which has become defective through normal wear and usage, and (b) shall provide all materials and parts, and (c) is intended to keep the Covered Equipment in good working order during the term of this Agreement, (d) normal turnaround time for Covered Equipment service shall be 10 business days, and (e) does not assure against interruptions in the operation of the Covered Equipment.

Service Exclusions – For situations where AVI Systems is providing service or support under this Agreement, no cost service, maintenance, or repair shall not apply to the Covered Equipment if any person other than an AVI Systems technician or other person authorized by AVI Systems, without AVI Systems, prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Covered Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Covered Equipment service, maintenance, or repair shall not apply if AVI Systems determines, in its sole discretion, that the problems with the Covered Equipment were caused by (a) the Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning, and humidity control.

General – AVI Systems reserves the right to assign this Agreement to other parties in order to fulfill all warranties and obligations expressed herein.

Product Support Agreement Terms are in addition to AVI Systems' General Terms and Conditions of Sale.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust.

PREPARED BY: Laura Pfeifer

BACKGROUND:

The City of Grand Rapids has had their general liability insurance with the League of Minnesota Cities Insurance Trust (LMCIT) for many years. The League's insurance is very comprehensive, and they have for the past several years given us a refund check at the end of the year which represents our portion of the refund to the cities insured by them because of lower than anticipated insurance claims. For 2024 the LMCIT property/casualty dividend refund for the City of Grand Rapids was \$14,102.

The premium for the 2025 plan year is \$308,929, which is \$29,887 decrease from 2024. Our insurance agent is paid on a flat fee structure; this fee is included in this premium and has not increased from last year.

General liability includes property, inland marine, general liability, glass, miscellaneous equipment, vehicles, etc. The premium is based on personnel costs, amount and value of property equipment and vehicles, the amount of capital construction and other factors. This coverage includes the City Hall, Public Library, Central School, Yanmar Arena, various other City-owned properties and all City Departments (excluding Public Utilities). This amount is part of the 2025 adopted budget.

REQUESTED COUNCIL ACTION:

Make a motion to approve the general liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2025 plan year and authorize payment of the insurance premium for \$308,929.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13th, 2025

AGENDA ITEM: Consider authorizing staff to request quotes for miscellaneous right-of-way work

PREPARED BY: Matt Wegwerth

BACKGROUND:

Public Works completes annual maintenance for concrete repairs and for stump grinding within City right-of-way. Staff would like to request unit price quotes to complete this work. Staff will bring quotes at a future meeting for approval.

REQUESTED COUNCIL ACTION:

Make a motion authorizing staff to request quotes for miscellaneous right-of-way work

**CITY OF GRAND RAPIDS
MISCELLANEOUS CONCRETE QUOTE
JANUARY 13, 2025**

The City of Grand Rapids respectfully requests quotes for Miscellaneous Concrete Work at various City locations.

Quotes must be signed and dated by the **Company Owner** and must be received by **11am, Friday, January 24th, 2025.**

Please return by mail or hand deliver to:

City of Grand Rapids
Attention: Matt Wegwerth
“2025 Miscellaneous Concrete Quote”
420 N Pokegama Ave
Grand Rapids, MN 55744
mwegwerth@grandrapidsmn.gov

Quote award will start May 1, 2025 and continue until December 1, 2025. Upon mutual agreement of all pricing, the quote may be renewed each year, thirty (30) days prior to the renewal anniversary date of April 30.

The City of Grand Rapids reserves the right to refuse any quote, for any reason and to void the agreement with a thirty (30) day notice to vendor. Agreement does not require the city to solely use vendor for all concrete work. Work selection will be at the city’s discretion.

A current **Certificate of Liability Insurance** with a \$1,000,000.00 per Occurrence and \$2,000,000.00 Annual Aggregate must remain on file with the City of Grand Rapids Administration Department for each year of the awarded quote.

Company Name: _____

Contact Name: _____ **Phone:** _____

Company Contact E-Mail Address: _____

Address: _____

Company Owner: _____
(Please Print Name)

Company Owner's Signature: _____

Dated: _____

Please quote the following:

- 4" Thick sidewalk, per square foot.....\$ _____
- 6" Thick pedestrian ramp sidewalk, per square foot.....\$ _____
- Truncated Domes (cast iron, painted dark gray), per square foot..... \$ _____
- 6" Thick residential apron, per square foot.....\$ _____
- 8" Thick commercial apron, per square foot.....\$ _____
- Hand Placed Full height curb (type B), per lineal foot.....\$ _____
- Hand Placed Roll over curb (type D or S), per lineal foot.....\$ _____
- 4" Red colored concrete, per square foot.....\$ _____
(minimum quantity of 150' length x 16" wide)

Project Requirements:

Contractor will be required to complete work within 2 weeks of notice to proceed.

Contractor shall provide 48 hrs notice prior to beginning work.

All work must meet ADA requirements, unless preapproved prior to placement.

When curb and sidewalk are being replaced in the same area, they must be completed in separate pours.

Work items performed by City of Grand Rapids:

- Removals, subgrade preparation, rough grading aggregate base, backfilling, turf establishment and bituminous patching if necessary.

Work items performed by Contractor:

- Fine grading aggregate base, concrete placement and finishing, saw cutting joints, traffic control and site cleanup.

**CITY OF GRAND RAPIDS
2025 STUMP GRINDING QUOTE
JANUARY 13, 2025**

The City of Grand Rapids respectfully requests quotes for Stump Grinding at various City locations.

Quotes must be signed and dated by the **Company Owner** and must be received by **11am, Friday, January 24th, 2025.**

Please return by mail or hand deliver to:

City of Grand Rapids
Attention: Matt Wegwerth
“2025 Stump Grinding Quote”
420 N Pokegama Ave
Grand Rapids, MN 55744
mwegwerth@grandrapidsmn.gov

Quote award will start April 1, 2025 and continue until December 1, 2025. Upon mutual agreement of all pricing, the quote may be renewed each year, thirty (30) days prior to the renewal anniversary date of March 31.

The City of Grand Rapids reserves the right to refuse any quote, for any reason and to void the agreement with a thirty (30) day notice to vendor.

A current **Certificate of Liability Insurance** with a \$1,000,000.00 per Occurrence and \$2,000,000.00 Annual Aggregate must remain on file with the City of Grand Rapids Administration Department for each year of the awarded quote.

Company Name: _____

Contact Name: _____ **Phone:** _____

Company Contact E-Mail Address: _____

Address: _____

Company Owner: _____

(Please Print Name)

Company Owner's Signature: _____

Dated: _____

Please quote the following:

Stump grinding, per inch diameter.....\$ _____

Project Requirements:

Contractor will be required to complete grinding within 2 weeks of notice to proceed.

Stump shall be ground to a depth of 6" below surrounding surface.

Contractor shall complete Gopher State One utility locates for each site

Invoice needs to reference stump address and City work order number.

City will be responsible for chip cleanup and turf restoration.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider approving computer maintenance agreements for 2025 with Harris Computer Systems for \$34,985.79.

PREPARED BY: Laura Pfeifer

BACKGROUND:

The City of Grand Rapids has had a software maintenance agreement with Harris Computer Systems (formerly Municipal Software Inc., MSI) since 1991 for accounting and time tracking software support. The amount of the agreements for 2025 total \$34,985.79. This includes the general software maintenance and hosting the Employee Self-Service Portal for payroll.

REQUESTED COUNCIL ACTION:

Make a motion to approve computer maintenance agreements and payment for 2025 with Harris Computer Systems for an amount not to exceed \$34,985.79.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider accepting the resignation of Ashlee Lehner from the Arts & Culture Commission

PREPARED BY: Kimberly Gibeau

BACKGROUND:

Ashlee Lehner has submitted her resignation from the Arts & Culture Commission effective immediately. This resignation leaves an unexpired term through December 31, 2027.

REQUESTED COUNCIL ACTION:

Make a motion to accept the resignation of Ashlee Lehner from the Arts & Culture Commission and authorize staff to begin filling the vacancy.



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider approving a resolution protecting the right of voters regarding the provision of utility service.

PREPARED BY: Tom Pagel, City Administrator

BACKGROUND:

The City Council and GRPU Commission met and discussed the attached resolution regarding the process to eliminate of the utility. This is currently not planned. However, both entities agreed that the voters of the city should decide in accordance with MN Statutes.

REQUESTED COUNCIL ACTION:

Make a motion to approve a resolution protecting the right of voters regarding the provision of utility service.

RESOLUTION NO. _____

A RESOLUTION TO ACKNOWLEDGE AND PROTECT THE RIGHT OF VOTERS REGARDING THE PROVISION OF UTILITY SERVICE

- (1) **WHEREAS:** Grand Rapids Public Utilities is a valuable public asset through which the City of Grand Rapids maintains and perpetuates significant self-investment and public services made currently and by past generations to promote the general welfare of City residents; and
- (2) **WHEREAS:** such investments contribute to ensuring and preserving the financial stability and fiscal integrity of the city's overall financial structure and credit rating; and
- (3) **WHEREAS:** such public services ensure reliable, affordable, and sustainable utility service to all residents and users in the City at reasonable rates subject to the control and regulation of the City; and
- (4) **WHEREAS:** access to service should be provided for all uses necessitated by all residents and entities of the City; and
- (5) **WHEREAS:** the utility and its services are vital to the continued planned and orderly growth of the City; and
- (6) **WHEREAS:** the right of the citizens of Grand Rapids to determine the disposition of their municipal utilities through referendum is protected due to enactment of 1949 Minnesota Laws Chapter 119, section 42, codified as Minnesota Statutes, Section 412.321, subdivision 4:

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

The City shall continue to own and operate the City's municipal utilities through its Grand Rapids Public Utilities Commission unless and until, two-thirds of voters voting in a general or special election approve an ordinance or resolution passed by the City Council, concurred in by the Grand Rapids Public Utilities Commission, to lease or sell the utility or discontinue its operation, wholly or in part, as provided by Minnesota Statutes, Section 412.321, subdivision 4.

PASSED AND ADOPTED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, THIS _____ DAY OF _____ 20__.

Attested:

Mayor

City Clerk



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

REQUEST FOR COUNCIL ACTION

- AGENDA DATE:** January 13, 2025
- AGENDA ITEM:** Consider adopting a resolution authorizing an application to the MN Department of Iron Range Resources (IRRR) Public Works grant program for the IEDC Forge project.
- PREPARED BY:** Rob Mattei, Director of Community Development
-

BACKGROUND:

Itasca Economic Development Corporation (IEDC) developed and operates the Forge, located at 1201 SE 7th Avenue. The Forge is a business workforce incubator and training center operating in partnership with Minnesota North College and other regional stakeholders to assist in the expansion of our local trades workforce to meet the needs of area businesses.

IEDC has requested the City's assistance, through the sponsorship of an application to IRRR for a Public Works grant of \$140,000, for a project to improve building infrastructure and enhance their capacity to provide their services. The project involves utility and HVAC upgrades that are required before IEDC can install more welding and wood working equipment, as well as equipment and improvements to the wood and welding shops.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution authorizing an application to the MN Department of Iron Range Resources (IRRR) Public Works grant program for the IEDC Forge project.

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

**City of Grand Rapids, Minnesota
RESOLUTION NO. 25-__**

**RESOLUTION AUTHORIZING THE CITY OF GRAND RAPIDS TO MAKE APPLICATION TO AND
ACCEPT FUNDS FROM THE MINNESOTA DEPARTMENT OF IRRR PUBLIC WORKS GRANT
PROGRAM**

WHEREAS THE authorizing authority approves of the attached application for the City of Grand Rapids, Minnesota for infrastructure costs associated with the Forge business workforce incubator and training center located at 1201 SE 7th Ave., Grand Rapids, MN 55744; and

WHEREAS THE authorizing authority hereby agrees to accept funding for the underlying project if approved by the IRRRB.

NOW THEREFORE BE IT RESOLVED that the authorizing authority of the City of Grand Rapids, Minnesota, does hereby adopt this resolution.

Adopted by the Council this 13th day of January 2025.

Tasha Connelly, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13th, 2025

AGENDA ITEM: Consider approving the purchase of a John Deere Large Surface Mower

PREPARED BY: Matt Wegwerth

BACKGROUND:

The public works department would like to purchase a new large surface mower to replace the existing unit. The current mower is a 2014 John Deere that has 3,790 hours. We've spent over \$43,000 in parts and labor over the life of the machine and it needs to be replaced. This mower handles all large area mowing, including the sports complex and large parks.

Two quotes were received and are shown below:

Northland Lawn and Sport - \$68,570.58

MTI - \$92,091.48

Total cost for the mower is \$68,570.58 and is a budgeted item for 2025

REQUESTED COUNCIL ACTION:

Make a motion approving the purchase and payment of a John Deere 1600 Turbo from Northland Lawn & Sport, LLC in the amount of \$68,570.58.

Quote Summary

Prepared For:

Kevin Koetz
 GRAND RAPIDS PUBLIC WORKS DEPARTMENT
 Kevin Koetz
 500 SE 4TH ST
 GRAND RAPIDS, MN 55744
 Business: 218-326-7659
 KKOETZ@GRANDRAPIDSMN.GOV

Prepared By:

Kraig Strand
 Northland Lawn & Sport, LLC
 20648 Us Highway 169
 Grand Rapids, MN 55744
 Phone: 218-326-1200
 kstrand@mynorthland.com

All Used Units Are Sold in AS-IS condition.

Quote Id: 32007300
Created On: 20 November 2024
Last Modified On: 08 January 2025
Expiration Date: 14 February 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS	\$ 92,597.00	\$ 68,570.58 X	1 =	\$ 68,570.58
Equipment Total				\$ 68,570.58

Quote Summary

Equipment Total	\$ 68,570.58
SubTotal	\$ 68,570.58
Total	\$ 68,570.58
Balance Due	\$ 68,570.58

Salesperson : X _____

Accepted By : X _____

Quote Id: 32007300

Customer: GRAND RAPIDS PUBLIC WORKS DEPARTMENT

JOHN DEERE 1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS

Hours:

Suggested List

Stock Number:

\$ 92,597.00

Code	Description	Qty
0737TC	1600 Turbo TerrainCut Commercial Wide-Area Mower with 2-Post Folding ROPS	1

Standard Options - Per Unit

001A	United States and Canada	1
183N	JDLINK™ Modem	1
0443	US English w/ Spanish (Bi-Lingual) Operator's Manual	1

Other Charges

Freight	1
Setup	1
Document Fee	1
Northland Shares	1



MTI Distributing
 Equipment Quote
 January 9, 2025



Quote Expiration Date: 2/8/2025

Kevin Koetz
 City of Grand Rapids

MINNESOTA STATE CONTRACT PRICING - CONTRACT #243333

Qty	Model Number	Description	Quote Price Each	Quote Price Extended
1	30608	Groundsmaster 4100-D (T4)	\$90,776.40	\$90,776.40
1	31526	4WD Flow Divider Kit	\$1,315.08	\$1,315.08
			Equipment Total	\$92,091.48
			6.875% Sales Tax	Exempt
			Total	\$92,091.48

Net 30 Terms with qualified credit
 New Toro commercial equipment comes with a two-year manufacturer warranty
 Equipment delivery and set-up at no additional charge
 All commercial products purchased by a credit card will be subject to a 2.5% service fee.

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate in contacting us.

Ryan Pannhoff
 Outside Sales Representative
 630-742-9058

Karen Wangenstein
 Inside Sales Representative
 763-592-5643

MTI Distributing, Inc. • 4830 Azelia Avenue N. #100 • Brooklyn Center, MN 55429



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider approving resolutions Amending 2025 Special Revenue-Yanmar Arena Budget and 2025 Enterprise Fund-Pokegama Golf Course Budget.

PREPARED BY: Laura Pfeifer

BACKGROUND:

The City Council previously approved 2025 budgets for Special Revenue Fund-Yanmar Arena and Enterprise Fund-Pokegama Golf Course at the December 16, 2024 meeting. Resolutions for both funds were inadvertently not updated to year 2025 and reflected 2024 budgets.

We are requesting the Council adopt resolutions to amend the listed fund budgets below for 2025 Special Revenue Fund-Yanmar Arena and Enterprise Fund-Pokegama Golf Course.

REQUESTED COUNCIL ACTION:

Make a motion approving resolutions adopting the following:

- 2025 Special Revenue Fund Budget-Yanmar Arena.
- 2025 Enterprise Fund Budget-Pokegama Golf Course.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION 25-
TO AMEND RESOLUTION NO 24-118

A RESOLUTION ADOPTING THE 2025 SPECIAL REVENUE FUND-YANMAR ARENA
REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopt the following Special Revenue Fund – Civic Center revenue and expenditures budget for 2025:

REVENUES:

Use Agreement Revenue	\$ 556,051
Miscellaneous	<u>\$ 110,470</u>
Total Revenue	<u>\$ 666,521</u>

EXPENDITURES:

Other Charges	324,048
Debt Service	316,695
Total Expenditures	<u>\$ 640,743</u>

EXCESS REVENUE OVER EXPENDITURES \$ 25,778

Adopted this 13th day of January 2025.

Tasha Connelly, Mayor

Attest:

Kimberly Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION 25-
TO AMEND RESOLUTION NO. 24-125

A RESOLUTION ADOPTING THE 2025 ENTERPRISE FUND-
POKEGAMA GOLF COURSE
REVENUE AND EXPENSE BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Enterprise Fund Pokegama Golf Course revenue and expense budget for 2025:

REVENUES:	
Charges for Services	\$1,013,875
Miscellaneous Revenue	<u>50,750</u>
Total Revenues	\$1,064,625
EXPENSES:	
Personnel	\$414,512
Supplies and Materials	92,045
Other Charges and Services	319,717
Depreciation Expense	<u>156,475</u>
Total Expenses	<u>\$982,749</u>
Net Income/(Loss)	<u>\$ 81,876</u>

Adopted this 13TH Day of January 2025.

Tasha Connelly, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13th, 2025

AGENDA ITEM: Consider authorizing staff to solicit quotes for the annual stormwater basin cleaning project

PREPARED BY: Matt Wegwerth

BACKGROUND:

The City annually performs maintenance on stormwater treatment basins. Authorization is requested to solicit quotes. Quotes will be brought to council for final approval.

This work is budgeted for 2025.

REQUESTED COUNCIL ACTION:

Make a motion authorizing staff to request quotes for the annual stormwater basin cleaning project



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider adopting a resolution setting a public hearing on the proposed vacation of a platted utility easement in the plat of Airport South Industrial Park – Phase 1.

PREPARED BY: Rob Mattei, Director of Community Development

BACKGROUND:

The Grand Rapids Economic Development Authority has approved the conveyance of Lots 3-6, Block 2 of Airport South Industrial Park – Phase 1. The utility easement that extends along the north, east and south sides of Lot 5 was established to provide a means of extending sanitary sewer to lots 4 & 6, in the event these lots were individually sold and developed.

With all four lots being conveyed as a single site; the easement is not needed and should be vacated to establish a clear title.

The attached resolution initiates the process for considering the vacation and sets the public hearing date for that consideration.

REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution setting a public hearing on the proposed vacation of a platted utility easement in the plat of Airport South Industrial Park – Phase 1.

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

RESOLUTION NO. 25-

A RESOLUTION SETTING A PUBLIC HEARING ON THE PROPOSED VACATION OF A PLATTED UTILITY EASEMENT IN THE PLAT OF AIRPORT SOUTH INDUSTRIAL PARK – PHASE 1

WHEREAS, the City Council pursuant to Minnesota Statute § 412.851 desires to consider the vacation of a utility easement established within the plat of Airport South Industrial Park – Phase 1 of Grand Rapid, Minnesota, legally described as:

A thirty-foot-wide utility easement centered on the north, east and south lines of Lot 5, Block 2 of Airport South Industrial Park – Phase 1, Grand Rapids, Itasca County, Minnesota.

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

The City Council will consider the vacation of such utility easement, and a public hearing shall be held on such proposed vacation on the 10th day of February 2025, in the City Hall located at 420 N. Pokegama Avenue at 5:00pm, and

BE IT FURTHER RESOLVED that the City Clerk is hereby directed to give published, posted and mailed notice of such hearing as required by law.

Passed by the City Council of Grand Rapids, Minnesota this 13th day of January 2025.

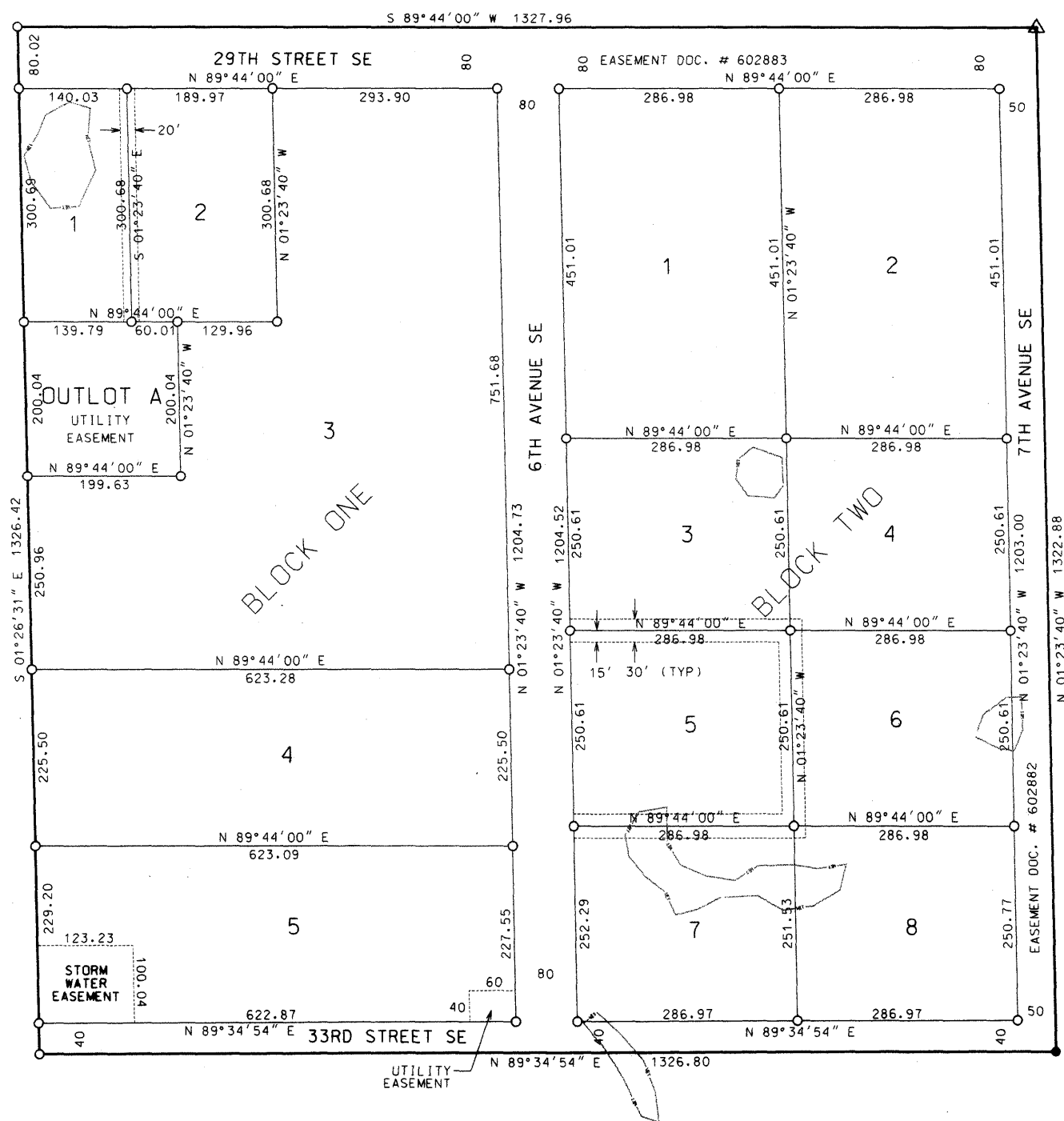
Tasha Connelly, Mayor

Attested:

Kimberly Gibeau, City Clerk

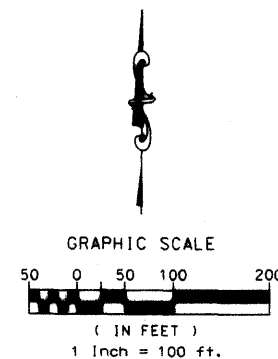
Council member _____ seconded the foregoing resolution and the following voted in favor thereof: ; and the following voted against same: ; whereby the resolution was declared duly passed and adopted.

AIRPORT SOUTH INDUSTRIAL PARK - PHASE 1

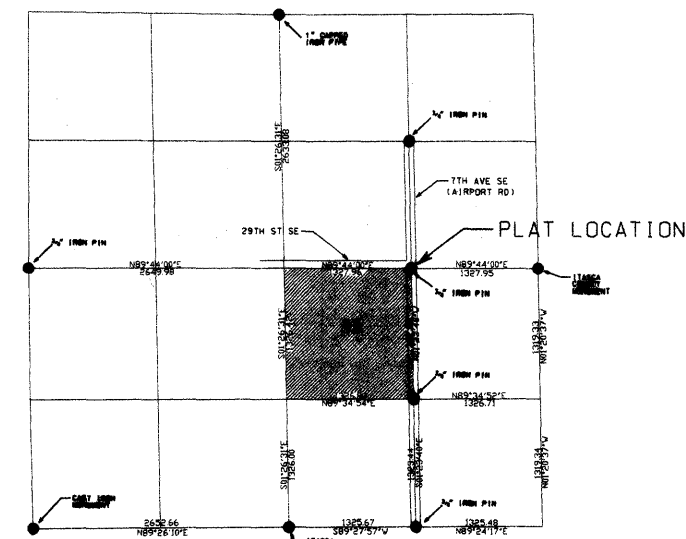


LEGEND

- PLAT BOUNDARY
- SURVEY MONUMENT FOUND
- 5/8" REBAR SET RLS #15294
- △ P-K NAIL
- LOT LINE
- BLOCK LINE
- UTILITY EASEMENT LINE
NOTE: A UTILITY EASEMENT ENCOMPASSES ALL OF OUTLOT A
- DELINIATED WETLAND BOUNDARY



GRAND RAPIDS SEC 33 - T55N - R24W



* BASIS OF BEARINGS
ITASCA COUNTY SOUTH ZONE COORDINATES

21 NE 5TH STREET
SUITE 200
GRAND RAPIDS, MN
55744
SEH # AGRANR0610.00

PREPARED BY: **SEH**

SHEET 2 OF 2

PLAT DEDICATION
AIRPORT SOUTH INDUSTRIAL PARK - PHASE 1
GRAND RAPIDS, ITASCA COUNTY, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That Hawkinson Construction Company, a Minnesota Corporation, fee owner and Contract for Deed Seller, and Round Development, LLC, a Minnesota limited liability company, Contract for Deed Purchaser, being the owners and proprietors of the following described property lying and being in the City of Grand Rapids, County of Itasca, State of Minnesota, to-wit:

The Northwest Quarter of the Southeast Quarter, Section 33, Township 55 North, Range 25 West of the Fourth Principal Meridian.

Have caused the same to be surveyed and platted as AIRPORT SOUTH INDUSTRIAL PARK - PHASE 1 and do hereby donate and dedicate to the public for public use forever the right-of-ways to 29th Street SE, 33rd Street SE, 6th Avenue SE, and 7th Avenue SE and also dedicating the utility easements as shown on this plat for utility purposes only.
IN WITNESS WHEREOF: said ROUND DEVELOPMENT LLC, a Minnesota limited liability company, and Hawkinson Construction, a Minnesota Corporation, has caused these presents to be signed by its proper officers and its corporate seal to be hereunto affixed this _____ day of _____, 2007.

by its proper officers and its corporate seal to be hereunto affixed this _____ day of _____, 2007.

By _____
Mark G. Hawkinson, President, Hawkinson Construction
President, Round Development, LLC

STATE OF MINNESOTA)
) SS
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2007, A.D. by Mark G. Hawkinson, President, Round Development LLC and Hawkinson Construction

Notary Public, Itasca County, Minnesota
My Commission Expires _____

I hereby certify that I have surveyed and platted the property described as AIRPORT SOUTH INDUSTRIAL PARK - PHASE 1; that this plat is a correct representation of said survey; that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments will be correctly placed in the ground as designated and boundary lines are correctly designated on the plat and there are no wetlands or public highways to be dedicated other than as shown.

John J. Hinzmann Jr., Land Surveyor
Minnesota License No. 15294

Subscribed and sworn to before me this _____ day of _____, 2007, A.D. by John J. Hinzmann Jr., Minnesota License No. 15294.

Notary Public, Itasca County, Minnesota
My Commission Expires _____

We do hereby certify that on the _____ day of _____, 2007, A.D., the City Council of the City of Grand Rapids Itasca County, Minnesota, approved the plat of AIRPORT SOUTH INDUSTRIAL PARK - PHASE 1

By _____ Attest: _____
James P. Millis, Mayor Administrator
City of Grand Rapids, Minnesota City of Grand Rapids, Minnesota

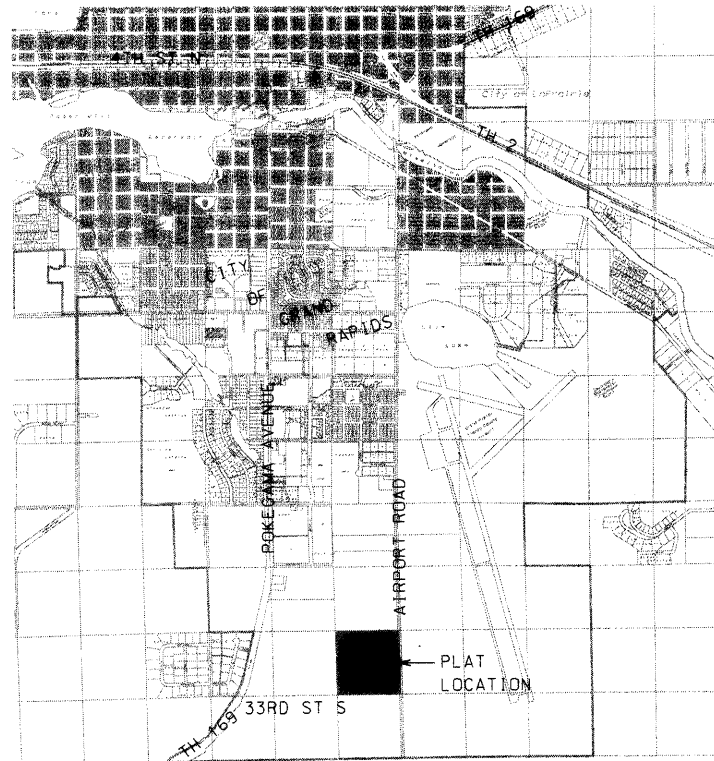
I do hereby certify that there are no delinquent taxes on the above described property as of this _____ day of _____, 2007, A.D.

I do hereby certify that the taxes on the above described property have been paid in full this _____ day of _____, 2007, A.D.

Jeffrey T. Walker, Auditor/Treasurer
Itasca County, Minnesota

I hereby certify that the within instrument was filed in this office for record as Document No. _____ this _____ day of _____, 2007, A.D., at _____ o'clock _____m.

Jean Bengston Winter, Recorder
Itasca County, Minnesota



INDEX
NO SCALE

A000611174

OFFICE OF THE COUNTY RECORDER
ITASCA COUNTY, MINNESOTA

CERTIFIED, FILED, AND
RECORDED ON
05/30/2007 04:30:00PM
FILE #

PAGES 2
REC FEES \$56.00

JEAN BENGSTON WINTER
ITASCA COUNTY RECORDER

BY SWR Dep

IC zoning



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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider authorizing the Police Department to host “The Best Backup” seminar offered by the Breach Point Company at a cost not to exceed \$6,412.

PREPARED BY: Chief Andy Morgan

BACKGROUND:

The honorable calling to law enforcement comes with countless rewards but also exposes personnel to considerable repeated, traumatic events that are inherently dangerous and specific to this field. Law enforcement is always the first answer to the community’s call and often exposed to deal with the worst humanity has to offer. Improving officer health and resiliency was a 2022 department goal. GRPD’s Officer Wellness Program has been well received by staff and recognized as part of modern policing.

“The Best Backup” seminar has been utilized by Itasca County and Aitkin County Sheriff’s Departments with positive reviews (Please see attached seminar details).

Staff members are aware that we are committed to continuing to advance the GRPD Officer Wellness Program. We are committed to long-term employee health.

Cost of services will not exceed \$6,412 and will be satisfied by utilizing funds from the outside Public Safety Aid.

REQUESTED COUNCIL ACTION:

Make a motion to authorizing the Police Department to host “The Best Backup” seminar offered by the Breach Point Company at a cost not to exceed \$6,412.

The Best Backup: Family Transitions in Law Enforcement













In a chaotic and unpredictable world of plummeting moral standards our nation's officers are facing stressors that can have predictable and profoundly negative impact upon their lives, careers and families. This 4-hour seminar will assist those attending in gaining a distinctly different perspective on the unique and potentially problematic consequences of performing well within a law enforcement culture. Officers, and their significant others will reflect upon the traumas and triumphs associated with modern law enforcement, and how these influence the pivotal balance between professional and personal relationships.

Kent Williams who is an experienced law enforcement executive and educator and is the owner of Breach Point Consulting will guide law enforcement personnel and their significant others in understanding a variety of best practice approaches in addressing these issues.

A theme of personal leadership will run throughout this seminar as those attending will have ample chance to reflect upon the universal journey of a vocation spent in law enforcement. This seminar will provide a new set of skills designed to assist contemporary knights and their family members maintain a balanced, meaningful and rewarding lifestyle, while gaining a profound understanding of the nobility found in their servant's spirit.

The principles taught during this seminar have been assisting officers create a deeper more meaningful vocation in policing while developing a harmonious and rewarding personal life away from their career. His work on the predictable transitional issues confronting the police officer's family has lead to numerous speaking engagements throughout the nation designed to keep the family of a police officer emotionally and spiritually healthy.

Topics will include:

-  Knowledge as protective armor for the entire family
-  What can we learn from Dorothy?
-  The impact of rewarded cynicism
-  learning how to protect your family from over exposure to the "Real World"
-  Removing classic frustrations encountered by all law enforcement officers
-  The stressors unique to the police officer's family
-  The Caustic Personal Effects of performing well in law enforcement
-  The dynamics of controlling more and trusting less on officer attitudes both at work and home
-  The risks at home from slaying dragons for a living
-  Warning signs of distress and preventative methods to reduce and monitor it
-  Why officers are at greater risk for alcohol abuse, divorce, isolation, depression and suicide
-  Mastering the misunderstood influence of police perspectives



BREACH POINT CONSULTING

P.O. Box 1522 Wheaton, Illinois 60189

PROPOSAL

Customer: Grand Rapids Police Department
c/o Chief Andy Morgan

January 8, 2025

Description: Two (4)hour Seminars: Breach Point: *The Best Back Up: Family Transitions in Law Enforcement* (March 25 & 26, 2025)

Breakout:	Unit Price	Total
Seminars/Presentations.....	\$2,400.00	\$4,800.00
Airfare.....	\$ 462.00	\$ 462.00
Car Rental/Parking....	\$ 600.00	\$ 600.00
Hotel.....	\$ 550.00	\$ 550.00
	Subtotal	\$6,412.00
	Total	\$6,412.00

**** Please note the TOTAL reflects a not to exceed amount****

Please make checks payable to: **Breach Point Consulting, Inc.**

**REMIT TO: P.O. Box 77
Green Lake, WI 54941**



SERVING THOSE WHO SERVE AND PROTECT OTHERS...

BREACH POINT CONSULTING

Breachpointconsulting.com

Kent Williams is the owner of Breach Point Consulting and has been involved in law enforcement as a police officer for over 32 years, where he recently retired as Chief of Police for a Chicago area police department. Now consulting full-time, he has served as the 2-term President of the Northern Illinois Critical Incident Stress Management Team where he still serves as a peer supporter for more than 20 years. He is a graduate of the FBI National Academy, the University of Southern California's Delinquency Control Institute, the Police Executive Research Forum's Senior Management Institute for Police, at Boston University, and the Buechner Institute for Governance's Rocky Mountain Leadership Program at the University of Colorado. He served as a Tactical Commander on a regional SWAT team serving 60 Chicago collar communities. He has taught extensively on various courses related to leadership and organizational change. Additionally he has taught for over 28 years on topics including use of force, weapons and tactics.

Through the development of Breach Point Consulting he has launched several courses, seminars and programs being taught on a national level, based upon the principles of Servant Leadership and how simple shifts in organizational perspective can profoundly reduce the stress, frustration and open anger expressed throughout the typical law enforcement agency. At very little cost to a police organization Chief Williams has been teaching leaders how to negate the toxic work climate which can be caused by what he has termed "The Universal Police Frustrations". These misunderstood stressors are created by the unique combination of an effective police personality coupled with an efficient police culture. The mix if not fully understood can be very destructive to an agency's morale and reputation. Additionally, it predictably places officers at risk for failed careers, marriages and relationships. He sums this situation up by calling it, "The Caustic Risks of performing well in law enforcement."



These efforts have lead to ground breaking ways agencies can create healthier more productive and loyal work groups who remain highly dedicated throughout their careers. These same principles have been assisting officers themselves create a deeper more meaningful vocation in policing and developing a harmonious and rewarding personal life away from their career. His work on the predictable transitional issues confronting the police officer's family has led to numerous speaking engagements designed to keep the family of a police officer emotionally and spiritually healthy.

Chief Williams lives in Illinois with his wife and three children. He holds a Bachelors Degree in Criminal Justice Management from Aurora University, and a Masters Degree in Organizational Leadership from Judson University.





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

REQUEST FOR COUNCIL ACTION

AGENDA DATE: January 13, 2025

AGENDA ITEM: Consider adopting a resolution accepting a \$500 donation from Greenway Lions Club to support Grand Rapids Police Shop with a Hero Program.

PREPARED BY: Police Chief Andy Morgan

BACKGROUND:

With the intention of better serving and connecting with our community, GRPD again organized the annual Shop with a Hero event on December 15, 2024, at 9:00a.m. The event was a great success and paired 30 area youth with members of emergency services. Each team was be given a \$100 Walmart gift card, calculator, and the task of holiday shopping for the child's family members. Volunteers gift-wrapped all presents before a surprise visit from Santa Claus where each youth received a wrapped holiday present of their own.

Grand Rapids Police Department has approached various community organizations and groups in search of financial support toward this event.

1. Greenway Lions Club \$500

This event would not be possible without the continued support of service providers, volunteers, first responders, and donors. It's truly a wonderfully fulfilling day.

REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution accepting a \$500 donation from Greenway Lions Club to support Grand Rapids Police Shop with a Hero Program.

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

RESOLUTION NO. 25-

A RESOLUTION ACCEPTING A MONTARY DONATION FROM GREENWAY LIONS CLUB OF \$500 TO SUPPORT GRAND RAPIDS POLICE DEPARTMENT’S SHOP WITH A HERO PROGRAM

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 donation below for the benefit of conducting the City of Grand Rapids Police Department Shop with a Hero event:

- 1. Greenway Lions Club \$500

Adopted this 13th day of January 2025

Tasha Connelly, Mayor

Attest:

Kimberly 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.