



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

**CITY COUNCIL MEETING AGENDA**  
**Monday, April 11, 2022**  
**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, April 11, 2022 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PUBLIC FORUM:

PUBLIC COMMENT:

1. Allow for public comment regarding GRPD Portable Audio / Video Recorder (Body Worn Camera BWC)

COUNCIL REPORTS:

APPROVAL OF MINUTES:

2. Approve Council minutes for the following meetings:

March 28, 2022 Closed, Worksession and Regular meetings  
April 4, 2022 Special meeting

VERIFIED CLAIMS:

3. Approve the verified claims for the period March 22, 2022 through April 4, 2022 in the total amount of \$530,585.46.

ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

4. Review and acknowledge minutes for the following meetings:

February 9, 2022 PUC Meeting  
February 15, 2022 Golf Meeting  
March 1, 2022 Arts & Culture Meeting  
March 10, 2022 GREDA Meeting  
March 23, 2022 Human Rights Meeting

CONSENT AGENDA:

5. Consider amending Chapter 30, Article 149 Stormwater Protection Ordinance

- [6.](#) Consider adopting a resolution authorizing the 2022 budgeted operating transfers.
- [7.](#) Consider adopting a resolution accepting a \$250,000 grant from the Iron Range Resources and Rehabilitation Community Infrastructure Grant Program.
- [8.](#) Consider adopting Grand Rapids Police Policy 445 Portable Audio / Video Recorder
- [9.](#) Consider adopting a resolution accepting a donation of \$500.00 from VFW Auxiliary Post 1720 to purchase Zoll AED Plus supplies as needed
  
- [10.](#) Consider adopting a resolution accepting a \$500 donation from Rosenbauer MN, LLC to the GRFD to purchase a memorial for the late James Gibeau
- [11.](#) Consider changing Group Base Life & Supplemental Insurance provider.
- [12.](#) Consider a motion to approve the procurement contract with Government Finance Officers Association (GFOA) for Enterprise Resource Planning (ERP) Advisory Services for \$20,000.
- [13.](#) Consider approving temporary and permanent easements related to the Grand Rapids/Cohasset Industrial Park Infrastructure Project and authorize payment
- [14.](#) Consider approving Pokegama Golf Course Seasonal Employees/Wages

SET REGULAR AGENDA:

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 25, 2022 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 11, 2022

**AGENDA ITEM:** Allow for public comment regarding GRPD Portable Audio / Video Recorder (Body Worn Camera BWC)

**PREPARED BY:** Captain Andy Morgan

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### BACKGROUND:

Grand Rapids Police BWC work group has been extensively researching Portable Audio / Video Recorder (Body Worn Camera, BWC) for the past eight (8) months.

Grand Rapids City Council approved the funding, purchase and implementation of fifteen (15) BWC during an October 11, 2021 Council Work Session.

Grand Rapids Police Leadership detailed the AXON Body 3 and proposed associated GRPD Portable Audio / Video Recorder Policy 445 on March 28, 2022 Council Work Session.

**MN 628.8473 Subd. 2. Public Comment.** A local law enforcement agency must provide an opportunity for public comment before it purchases or implements a portable recording system. At a minimum, the agency must accept public comments submitted electronically or by mail, and the governing body with jurisdiction over the budget of the law enforcement agency must provide an opportunity for public comment at a regularly scheduled meeting.

### REQUESTED COUNCIL ACTION:

Allow for public comment



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**CITY COUNCIL CLOSED MEETING MINUTES**  
**Monday, March 28, 2022**  
**3:45 PM**

Mayor Christy called the meeting to order at 3:51 PM.

ROLL CALL:

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake, Councilor Tasha Connelly

STAFF PRESENT: City Attorney Chad Sterle, City Clerk Kimberly Gibeau, City Administrator Tom Pagel (arrived at 4:30 PM)

BUSINESS:

1. Conduct annual performance review of Tom Pagel, City Administrator.

Mayor Christy stated the purpose of the meeting and called for a motion to close the meeting.

Motion made by Councilor Connelly, Second by Councilor Toven to close the meeting. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

Council reviewed the performance of City Administrator Tom Pagel. Review will be continued to April 11, 2022.

Motion made by Councilor Blake, Second by Councilor Adams to close the closed meeting. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

ADJOURN:

There being no further business, the meeting adjourned at 4:48 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



CITY OF  
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**CITY COUNCIL WORKSESSION MINUTES**  
**Monday, March 28, 2022**  
**4:00 PM**

Mayor Christy called the meeting to order at 4:52 PM.

ROLL CALL:

PRESENT: Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake, Councilor Tasha Connelly

STAFF PRESENT: Tom Pagel, Chad Sterle, Steve Schaar, Kevin Ott, Andy Morgan, Jeff Carlson, Barb Baird, Will Richter, Travis Cole

BUSINESS:

1. Review Police Body Worn Camera Material

Captain Andy Morgan provided overview of new body cameras for the Police Department. Also included was a review of budget and total funding for equipment.

DEPARTMENT HEAD REPORT:

2. Community Development Department Head Report

Rescheduled to April 25, 2022.

REVIEW OF REGULAR AGENDA:

Upon review, proclamation for Arbor Day 2021 (retroactively) is added as item #1a. No other changes or additions are noted.

ADJOURN:

There being no further business, the meeting adjourned at 5:24 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



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**CITY COUNCIL MEETING MINUTES**  
**Monday, March 28, 2022**  
**5:00 PM**

Mayor Christy called the meeting to order at 5:30 PM.

**CALL OF ROLL:**

**PRESENT:** Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake, Councilor Tasha Connelly

**STAFF PRESENT:** Tom Pagel, Chad Sterle, Will Richter, Barb Baird, Travis Cole, Steve Schaar, Andy Morgan, Kevin Ott, Lynn DeGrio

**PROCLAMATION:**

1. Annual Start By Believing Day & Sexual Assault Awareness Month

Mayor Christy acknowledged and read proclamations for Annual Start by Believing Day, Sexual Assault Awareness Month.

- 1a. Added 2021 Arbor Day Retroactive Proclamation and read into the record.

**PUBLIC FORUM:**

Katie Carpenter, Ashley Berg representing Support Within Reach at 9 Willow Lane thanked local law enforcement for continued help in working with victims of sexual assault.

**APPROVAL OF MINUTES:**

2. Approve Council minutes for Monday, March 14, 2022 Worksession & Regular meetings.

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

**VERIFIED CLAIMS:**

3. Approve the verified claims for the period March 8, 2022 to March 21, 2022 in the total amount of \$1,755,767.04 of which \$376,766.25 are debt service payments.

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

CONSENT AGENDA:

4. Consider approving CivicPlus Domain & DNS Hosting for the City of Grand Rapids Website.
5. Consider approving a temporary easement from James and Cheryl Stawnychy related to CP 2003-18, 21st Street SW Extension project.
6. Consider renewal of annual service agreement with SVL for Library chiller.
7. Consider making a motion to pay additional fees for the Loader tires from Royal Tire Inc.
8. Consider approving temporary and permanent easements related to the Grand Rapids/Cohasset Industrial Park Infrastructure Project and authorize payment.
9. Consider approval of revisions to the road use agreement with Enbridge Energy, LLP.
10. Consider approving Club Prophet Golf Agreement
11. Consider approving a Certification Agreement with the National Park Service for the City-owned portions of the North Country Trail.
12. Consider entering into Advertising Agreements with businesses at the IRA Civic Center.
13. Consider approving a land lease with MN DNR at the GPZ airport
14. Consider changing the pay rate for temporary Library employees.
15. Consider entering into Merchant Processing Agreement/Golf
16. Consider adopting a resolution supporting a Mississippi River-Grand Rapids Watershed - One Watershed, One Plan. **Adopted Resolution 22-35**
17. Consider approval of three Subordinations Agreements in favor of Grand Rapids State Bank for Small Cities Development Program mortgages on three properties owned by JBS Holdings, LLC.
18. Consider approving an amendment to the operating agreement with Bird Rides, Inc.
19. Consider agreements with Blandin Paper, The Reif Arts Council, and KAXE for music festivals.

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

## SET REGULAR AGENDA:

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

## ADMINISTRATION:

20. Consider appointing Bryce Prudhomme to the position of Police Officer.

Ms. DeGrio presented information on hiring process and recommended the appointment of Mr. Prudhomme.

Motion made by Councilor Blake, Second by Councilor Connelly to appoint Bryce Prudhomme to the position of Police Officer with the Grand Rapids Police Department. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

## FIRE DEPARTMENT:

21. Consider authorizing final payment and change order on Engine 21 to Rosenbauer

Chief Cole presented new truck, Engine #21, that was received on Thursday, March 24, 2022 and requested final payment.

Motion made by Councilor Toven, Second by Councilor Connelly to approve final change order and payment on Engine 21 for the Grand Rapids Fire Department. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

## POLICE DEPARTMENT:

22. Consider adopting a resolution accepting a donation of \$1,408.00 from Fraternal Order of Eagles Club Aerie #2469, \$1,408.00 from Fraternal Order of Eagles Club Auxiliary #2469, \$2,816.00 from Fraternal Order of Eagles Club #2469 and donation of \$2,816.00 from VFW Post 1720 to purchase 6 Zoll AED Plus Units

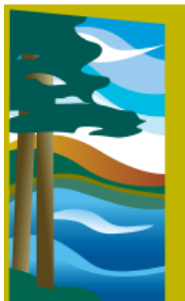
Motion made by Councilor Blake, Second by Councilor Connelly to **adopt Resolution 22-36**, accepting AED donations. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

There being no further business, the meeting adjourned at 5:56 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk





CITY OF  
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**CITY COUNCIL SPECIAL MEETING MINUTES**  
**Monday, April 04, 2022**  
**7:30 AM**

Mayor Christy called the meeting to order at 7:35 AM.

**CALL OF ROLL:**

**PRESENT:** Mayor Dale Christy, Councilor Dale Adams, Councilor Michelle Toven, Councilor Rick Blake,  
 Councilor Tasha Connelly

**OTHERS PRESENT:** Rob Mattei, Kari Hedlund, Tom Pagel via phone

1. Consider entering into a contract with High Road Touring and approve payment according to the terms of the contract.

City Administrator Pagel presented background information on Wilco contract and Grand Rapids Riverfest plans.

Motion made by Councilor Connelly, Second by Councilor Toven to approve agreement with High Road Touring. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

2. Consider and addendum to the Grand Rapids Autonomous Vehicle Master Services Agreement (MSA)

Mr. Mattei reviews amendment to May Mobility contract, explaining the connection with the Plum Catalyst contract in item #3.

Motion made by Councilor Blake, Second by Councilor Connelly to approve amendment to May Mobility contract as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

3. Consider approval of a contract with Plum Catalyst

Motion made by Councilor Blake, Second by Councilor Connelly to approve Plum Catalyst contract as presented. Voting Yea: Mayor Christy, Councilor Adams, Councilor Toven, Councilor Blake, Councilor Connelly

There being no further business, the meeting adjourned at 7:44 AM.

Respectfully submitted:

*Kimberly Gibeau*  
 Kimberly Gibeau, City Clerk

DATE: 04/07/2022  
 TIME: 13:16:34  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/11/2022

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
1520350	OTIS ELEVATOR COMPANY	777.40
	TOTAL	777.40
CITY WIDE		
1415485	NORTHERN LIGHTS	96.75
1915248	SHI INTERNATIONAL CORP	4,984.00
	TOTAL CITY WIDE	5,080.75
ADMINISTRATION		
1215630	LOREN SOLBERG CONSULTING, LLC	2,029.31
	TOTAL ADMINISTRATION	2,029.31
BUILDING SAFETY DIVISION		
0118100	ARAMARK UNIFORM SERVICES	52.89
0401804	DAVIS OIL INC	82.91
0701650	GARTNER REFRIGERATION CO	2,498.92
0920060	ITASCA COUNTY TREASURER	306.86
1520350	OTIS ELEVATOR COMPANY	5,253.44
1605665	PERSONNEL DYNAMICS LLC	459.60
1901535	SANDSTROM'S INC	225.93
	TOTAL BUILDING SAFETY DIVISION	8,880.55
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	140.04
	TOTAL COMMUNITY DEVELOPMENT	140.04
FINANCE		
1805230	REESE RUBBER STAMP COMPANY	28.00
	TOTAL FINANCE	28.00
FIRE		
0118100	ARAMARK UNIFORM SERVICES	27.56
0315455	COLE HARDWARE INC	73.76
0601346	FAIRVIEW HEALTH SERVICES	175.00

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 04/11/2022

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FIRE		
0701650	GARTNER REFRIGERATION CO	240.00
0920060	ITASCA COUNTY TREASURER	262.16
1200500	L&M SUPPLY	286.62
1321527	MUNICIPAL EMERGENCY SERVICES	430.37
1901535	SANDSTROM'S INC	194.11
	TOTAL FIRE	1,689.58
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	981.20
0103325	ACHESON TIRE INC	1,105.00
0104799	ADVANCED SERVICES INC	504.00
0218115	BRAUN INTERTEC CORPORATION	7,045.00
0221650	BURGGRAF'S ACE HARDWARE	211.53
0301685	CARQUEST AUTO PARTS	173.70
0315455	COLE HARDWARE INC	325.09
0401420	DAKOTA FLUID POWER, INC	1,209.47
0401804	DAVIS OIL INC	1,907.90
0421470	DSC COMMUNICATIONS	112.00
0501650	EARL F ANDERSEN	1,205.30
0601690	FASTENAL COMPANY	837.52
0609305	FIGGINS TRUCK & TRAILER REPAIR	223.16
0801836	HAWKINSON SAND & GRAVEL	902.49
0920060	ITASCA COUNTY TREASURER	596.17
1200500	L&M SUPPLY	48.97
1201730	LATVALA LUMBER COMPANY INC.	356.58
1301026	MAIN STREET DESIGN INC	4,818.54
1303039	MCCOY CONSTRUCTION & FORESTRY	294.69
1415030	NAPA SUPPLY OF GRAND RAPIDS	113.38
1415484	NORTHERN LIGHTS TRUCK	5,744.30
1415536	NORTHLAND HYDRAULICS SERVICE	944.53
1421700	NUSS TRUCK GROUP INC	987.85
1621125	PUBLIC UTILITIES COMMISSION	6,000.00
1815915	ROYAL TIRE INC	2,363.31
	TOTAL PUBLIC WORKS	39,011.68
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	346.26
0315455	COLE HARDWARE INC	718.04
1201850	LAWSON PRODUCTS INC	30.66
1301720	MATCO TOOLS	296.11
1415030	NAPA SUPPLY OF GRAND RAPIDS	72.47
1801615	RAPIDS WELDING SUPPLY INC	131.20

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 04/11/2022

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FLEET MAINTENANCE		
1920070	STATE CHEMICAL MFG COMPANY	421.71
2209421	VIKING ELECTRIC SUPPLY INC	-33.21
TOTAL FLEET MAINTENANCE		1,983.24
POLICE		
0218118	STEVEN ELDOR BREITBARTH	1,920.00
0221650	BURGGRAF'S ACE HARDWARE	11.99
0301685	CARQUEST AUTO PARTS	357.36
0409501	JOHN P. DIMICH	4,583.33
0415529	DONDELINGER FORD	100.78
0421725	DUTCH ROOM INC	45.20
0920060	ITASCA COUNTY TREASURER	4,079.72
1618125	PRAXAIR DISTRIBUTION INC	78.47
1801611	RAPIDS RADIO LLC	63.00
1901500	SAMMY'S PIZZA	118.83
1909650	SIRCHIE FINGER PRINT INC	58.42
1920233	STREICHER'S INC	1,503.46
2000400	T J TOWING	131.00
TOTAL POLICE		13,051.56
RECREATION		
0104799	ADVANCED SERVICES INC	100.00
TOTAL RECREATION		100.00
GENERAL FUND-LIQUOR/CHART GAMB		
1920236	STELLAR MEDICAL & EQUIPMENT	10,250.00
2300630	W. REEVES AND ASSOCIATES INC	1,354.00
TOTAL		11,604.00
CENTRAL SCHOOL		
0218745	ASHLEY BRUBAKER	285.91
0718010	CITY OF GRAND RAPIDS	2,625.00
1305060	MEDS-1 AMBULANCE SERVICE INC	279.92
1605665	PERSONNEL DYNAMICS LLC	689.40
1901535	SANDSTROM'S INC	75.26
TOTAL		3,955.49

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/11/2022

VENDOR #	NAME	AMOUNT DUE
-----		
AIRPORT		
0114200	ANDERSON GLASS	224.30
0301685	CARQUEST AUTO PARTS	24.14
0920060	ITASCA COUNTY TREASURER	120.24
1301015	MACQUEEN EQUIPMENT INC	467.80
	TOTAL	836.48
CIVIC CENTER		
GENERAL ADMINISTRATION		
0103325	ACHESON TIRE INC	50.00
0120320	ATHLETICA SPORT SYSTEMS, INC	211.28
0221650	BURGGRAF'S ACE HARDWARE	469.03
0717996	GRAND ITASCA CLINIC	2,720.00
1200855	LVC COMPANIES INC	162.00
1201430	LAKE SUPERIOR CUTTING EDGE LLC	175.00
1421155	NUCH'S IN THE CORNER	111.23
1608345	PHILS GARAGE DOOR	849.00
2000150	TC LIGHTING SUPPLIES &	297.18
2209421	VIKING ELECTRIC SUPPLY INC	883.71
	TOTAL GENERAL ADMINISTRATION	5,928.43
STATE HAZ-MAT RESPONSE TEAM		
0920060	ITASCA COUNTY TREASURER	35.75
	TOTAL	35.75
POLICE DESIGNATED FORFEITURES		
0124550	AXON ENTERPRISE INC	1,050.00
	TOTAL	1,050.00
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE	6.58
0920060	ITASCA COUNTY TREASURER	59.86
1200500	L&M SUPPLY	35.99
	TOTAL	102.43

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INVOICES DUE ON/BEFORE 04/11/2022

VENDOR #	NAME	AMOUNT DUE
-----		
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	223.60
	TOTAL	223.60
GENERAL CAPITAL IMPRV PROJECTS		
MAY MOBILITY		
1612745	PLUM CATALYST LLC, THE	61,000.00
	TOTAL MAY MOBILITY	61,000.00
GR/COHASSET IND PK INFRAST		
T001414	MAXINE M MOE	1,872.78
T001415	DARRIN BEVERLY BUSCHING	14,830.70
T001416	CAROL R LESSIN	1,816.78
	TOTAL	18,520.26
AIRPORT CAPITAL IMPRV PROJECTS		
2021-3 LAMP LIGHTING PROJECT		
1601685	PARSONS ELECTRIC LLC	11,764.30
	TOTAL 2021-3 LAMP LIGHTING PROJECT	11,764.30
2021 INFRASTRUCTURE BONDS		
2015-3 HIGHWAY 2 WEST TRAIL		
T001413	LAKE COUNTRY HEARTH & PATIO	753.54
	TOTAL 2015-3 HIGHWAY 2 WEST TRAIL	753.54
CIVIC CENTER CAPITAL IMP PJT		
IRA CIVIC CENTER RENOVATION		
0718060	GRAND RAPIDS HERALD REVIEW	415.28
	TOTAL IRA CIVIC CENTER RENOVATION	415.28
2022 INFRASTRUCTURE/ARPA		
21ST STREET IMPROVEMENTS		
2301120	WABANA CLEARING & EXCAVATING	35,500.00
	TOTAL 21ST STREET IMPROVEMENTS	35,500.00

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 04/11/2022

VENDOR #	NAME	AMOUNT DUE
-----		
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	140.52
0315455	COLE HARDWARE INC	135.60
0401804	DAVIS OIL INC	2,878.91
0920060	ITASCA COUNTY TREASURER	850.55
1415030	NAPA SUPPLY OF GRAND RAPIDS	26.30
1415484	NORTHERN LIGHTS TRUCK	135.23
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
	TOTAL	6,367.11
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$230,828.78
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0104095	DALE ADAMS	69.03
0113105	AMAZON CAPITAL SERVICES	437.34
0201354	B. BAIRD-PETTY CASH FUND	15.83
0205640	LEAGUE OF MN CITIES INS TRUST	429.79
0305530	CENTURYLINK QC	46.84
0605191	FIDELITY SECURITY LIFE	93.50
0718015	GRAND RAPIDS CITY PAYROLL	264,829.18
0718070	GRAND RAPIDS STATE BANK	55.00
0815440	HOLIDAY STATIONSTORES LLC	198.00
0920055	ITASCA COUNTY RECORDER	276.00
1201402	LAKE COUNTRY POWER	44.22
1205090	LEAGUE OF MINNESOTA CITIES	399.00
1209516	LINCOLN NATIONAL LIFE	1,601.40
1309167	MN BUREAU OF CRIMINAL	15.00
1309199	MINNESOTA ENERGY RESOURCES	5,622.47
1309375	MINNESOTA UNEMPLOYMENT COMP FD	15,875.81
1321525	MUNICODE	343.00
1415479	NORTHERN DRUG SCREENING INC	25.00
1601305	THOMAS J. PAGEL	1,023.09
1601750	PAUL BUNYAN COMMUNICATIONS	1,729.14
1903555	ERIK SCOTT	18.14
2000100	TASC	30.60
2114360	UNITED PARCEL SERVICE	32.38
2305825	WEX INC	6,546.92
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$299,756.68
	TOTAL ALL DEPARTMENTS	\$530,585.46



# GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY MEETING MINUTES

Thursday, March 10, 2022  
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, March 10, 2022 at 4:00 PM.

CALL TO ORDER

CALL OF ROLL

PRESENT

President Sholom Blake  
Commissioner Tasha Connelly  
Commissioner Rick Blake  
Commissioner Wayne Bruns

ABSENT

Commissioner Al Hodnik  
Commissioner Cory Jackson  
Commissioner Mike Korte

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 .*

Discuss Collaboration with ISD 318 at Southwest School.

APPROVE MINUTES

1. Consider approval of the minutes from the February 10th, 2022 regular meeting.

Motion by Commissioner Connelly, second by Commissioner Bruns to approve the minutes from the February 10th, 2022 regular meeting. The following voted in favor thereof: Bruns, Connelly, S. Blake, R. Blake. Opposed: None, passed unanimously.

APPROVE CLAIMS

2. Consider approval of claims in the amount of \$4,976.31

Motion by Commissioner R. Blake, Second by Commissioner Connelly to approve claims in the amount of \$4,976.31. The following voted in favor thereof: R. Blake, S. Blake, Connelly, Bruns. Opposed: None, passed unanimously.

BUSINESS



- 3. Conduct a public hearing concerning submittal of an application to the Minnesota Department of Employment and Economic Development (DEED) Minnesota Investment Fund (MIF) program for the ASV/Yanmar Expansion Project

President S. Blake stated the public hearing scheduled this evening was to consider the submittal of an application to the Minnesota Department of Employment and Economic Development (DEED) Minnesota Investment Fund (MIF) program for the ASV/Yanmar Expansion. Recorder Groom noted that all required notices, according to law, have been met.

Motion by R. Blake, second by Connelly to open the public hearing. The following voted in favor thereof: Bruns, Connelly, S. Blake, R. Blake. Opposed: None, passed unanimously.

Community Development Director Mattei provided a power point presentation with an overview of the proposed project. The project involved an expansion of the production facility over a four year period beginning in 2022. This will include the construction of a 60,000 square foot warehouse, site improvements including parking, modifications to existing space to accommodate an additional assembly line and the purchase and installation of additional tooling, equipment and staffing.

President S. Blake asked if anyone would like to speak. There was no public comment.

Motion by Commissioner Connelly, second by Commissioner Bruns to close the public hearing. The following voted in favor thereof: R. Blake, S. Blake, Connelly, Bruns. Opposed: None, passed unanimously.

- 4. Consider adoption of a resolution approving the First Amendment to the Preliminary Development Agreement with Cambium Development LLC.

A representative from Cambium Development, LLC and JIJ Management, LLC provided an update on the project and explained the reasoning behind the request for an additional 90 days.

Motion by Commissioner Bruns, second by Commissioner R. Blake to adopt a resolution approving the First Amendment to the Preliminary Development Agreement with Cambium Development, LLC. The following voted in favor thereof: R. Blake, Connelly, Bruns. Opposed: None, S. Blake abstained, motion passed.

- 5. Consider adopting a resolution accepting a grant from the Blandin Foundation for the Downtown Master Plan Project and authorize the Executive Director to execute the grant agreement.

GREDA's request for \$40,000 has been approved by the Blandin Foundation. State statute requires that cities and economic development authorities accept gifts such as this by resolution.

Motion by Commissioner R. Blake, second by Commissioner Bruns to adopt a resolution accepting a grant from the Blandin Foundation for the Downtown Master Plan Project and authorize the Executive Director to execute the grant agreement. The following voted in favor thereof: R. Blake, S. Blake, Connelly, Bruns. Opposed: None, passed unanimously.

- 6. Consider authorizing the issuance/publication of a request for proposals (RFP) seeking professional assistance in the preparation of an updated Downtown Master Plan

The funding for this project is in place and now the next step is to issue a request for proposals.

Motion by Commissioner Connelly, second by Commissioner Bruns to authorize the issuance/publication of a request for proposals (RFP) seeking professional assistance in the preparation of an updated Downtown Master Plan. The following voted in favor thereof: Bruns, Connelly, S. Blake, R. Blake. Opposed: None, passed unanimously.

- 7. Consider a concept and cost proposal from Eck Designs for Industrial Park Signage

ASV recently inquired about their ability to install off-premise signage near the roundabout on 10th Street SE. While individual off premise signage, in industrial zoning, is not permitted, a governmental wayfinding sign, indicating the location of the industrial park and its occupants is. Under the proposed concept, the individual businesses would purchase their sign panel and GREDA would own the sign. The unused panels on the sign could be used to advertise vacant sites for sale by GREDA.

Motion by Commissioner R. Blake, second by Commissioner Connelly to approve a cost proposal from Eck Designs for Industrial Park Signage. The following voted in favor thereof: R. Blake, S. Blake, Connelly, Bruns. Opposed: None, passed unanimously.,

- 8. Discuss the Northland Foundation’s Minnesota Main Street Revitalization Program application

Community Development Director Mattei was able to include the Cambium Development project in a regional proposal being submitted by the Northland Foundation. This proposal is for funding offered through the Minnesota Main Street Economic Revitalization Program. Through the program can offer grants of up to \$750,000/project or up to \$2,000,000 in guaranteed loans for building construction or renovation, landscaping, streetscaping, site work, design and infrastructure. Program awards will be announced by DEED this spring.

UPDATES

- 9. Outcome of discussions with the Blandin Foundation relative to low interest financing options for the development of an industrial building.

President S. Blake and Mr. Mattei presented a verbal proposal/request to the Blandin Foundation seeking a Program Related Investment, which would allow GREDA an opportunity to provide a loan to a private developer at 1% interest who would build a 30,000 square foot industrial building in the Airport South Industrial Park. Unfortunately at this time the Blandin Foundation does not feel this is a project they are interested in funding at this time.

Discuss collaboration with ISD 318 at the old Southwest Elementary School-The district would like to move the area learning center, special education and administration to the former elementary school. The upgrades to do this would cost roughly 3 million dollars. The district would not be able to bond for these improvements. The district is exploring the option of selling the school to the GREDA and having them bond for the improvement and then lease the building back to the district. Mr. Mattei will be have further discussion with the district and will provide updates as necessary.

ADJOURN

There being no further business the meeting adjourned at 5:26 p.m.

MEMBERS & TERMS

Rick Blake - 12/31/2022 (with Council term)

Tasha Connelly - 12/31/2022 (with Council term)

Cory Jackson - 3/1/23

Mike Korte - 3/1/24

Wayne Bruns - 3/1/25

Sholom Blake - 3/1/25

Al Hodnik - 3/1/27



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

**POKEGAMA GOLF COURSE BOARD  
MEETING MINUTES**

**Tuesday, February 15, 2022  
7:30 AM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular Meeting of the Pokegama Golf Course Board will be held on Tuesday, February 15, 2022 at 7:30 AM at Pokegama Golf Course, 3910 Golf Course Road, Grand Rapids, Minnesota.

**ROLL CALL:** Present- John Bauer, Pat Pollard, Rick McDonald Absent- Kelly Kirwin, Brad Pollard

Also in attendance Director of Golf Bob Cahill

**PUBLIC INPUT:** None

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

No additions or deletions to the Agenda

Motion to approve by Pat Pollard, Second by Rick McDonald. Motion Approved

**APPROVE MINUTES:**

1. Approve Golf Board minutes for January 18, 2022 Motion to approve by Rick McDonald, Second by John Bauer. Motion approved

**CLAIMS AND FINANCIAL STATEMENTS:**

2. Review bills and consider approval of payment Motion to Approve Bill List by Pat Pollard, Second by John Bauer. Motion Approved.

**REPORTS:**

**BUSINESS:**

3. Discuss Course Restroom Needs Bob to follow up with Jeff's Restroom Rentals

**CORRESPONDENCE AND OPEN DISCUSSION:** None

**ADJOURN:** Motion to Adjourn by John Bauer, Second by Rick McDonald. Motion Approved

Minutes prepared by substitute Secretary Bob Cahill



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

**ARTS & CULTURE COMMISSION**  
**MEETING MINUTES**  
**Tuesday, March 01, 2022**  
**3:45 PM**

CALL TO ORDER:

The meeting was called to order at 3:50 pm.

**In the absence of the Commission Chair Hedlund and Commission Vice Chair Otteson a motion was made by Commissioner Erickson and second by Commissioner Peterson to nominate Commissioner Zabinski as the temporary vice chair for this meeting. All in favor, motion passed.**

ROLL CALL:

PRESENT:

- Commissioner Ed Zabinski
- Commissioner Jennifer Gorman
- Commissioner Anne-Marie Erickson
- Commissioner Myrna Peterson
- City Liaison City Administrator Tom Pagel

ABSENT:

- Commissioner Gail Otteson
- Commissioner Kari Hedlund
- Commissioner Tom Sippola

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

None

SETTING THE AGENDA:

Request to add to the agenda Item #12, going back to meeting every month on the first Tuesday at 3:45pm and rescind the prior change made, to meet every other month.

**Motion made by Commissioner Peterson and Second by Commissioner Erickson to approve the Agenda with the added Item #12. All in favor, motion passed.**

CORRESPONDENCE:

1. Acknowledged Thank You Note from Katie Marshall & Sam Miltich

APPROVE MINUTES:

2. Approve Minutes from January 4th, 2022

**Motion made by Commissioner Erickson and second by Commissioner Peterson to approve the Commission Minutes from January 4th, 2022. All in favor, motion passed.**

## FINANCIALS:

3. Review Financial Report for January 31, 2022

**On a call of roll, all in favor of accepting the Financials, motion passed.**

## BUSINESS:

4. Plaque Timeline  
City Administrator Tom Pagel passed around the plaque around and stated that they will be installed as soon as the ground thaws.
5. Adding Commissioners - Numbers in By-Laws  
Currently there are two vacancies on the Commission. City Administrator Tom Pagel said that seven members is sufficient for quorums, but it can have up to nine members and that the Commission should possibly think about changing the number.
6. Art Plan & Goal Setting  
The Commission should think about what it wants to accomplish this year. One item that is moving forward is the Community Education Class that Lea Friesen is teaching for the storm water utility art.

Looking at the Art Plan, Year 3. There was a discussion regarding reaching the City Council members to engage them as liaisons for the four quadrants of the city and it's neighborhoods. Possibly the neighborhood concept is too narrow. In order to find out what would be representative of the area, you have to have a conversation with the public in that specific area. Neighborhood meetings could be set up at a public venue or even a survey. We could even do the survey where there is a high volume of walkers when the weather gets better. The survey could pose questions such as the location or the theme that would represent a particular area.

7. KAXE Art Project Subcommittee Report  
Library Director Will Richter is in communication with John Bauer regarding soliciting artists. There is Legacy funding through KAXE for this project and Will mentioned that the Library Foundation is also interested in assisting. The overall goal of this project is clean up and enjoy the riverfront.

## UPDATES:

8. Artist in Residence - David Dobbs  
No update.
9. Mayor's Art Award:  
There was some discussion as to the cost of the Mayor's Art Award, the advertising is more expensive than expected. Commissioner Gorman will touch base with Heidi at KAXE regarding the story behind the current award and an interview to talk about the award. So far there is one nomination and Commissioner Erickson noted that the nominations from last year will carry over. The venue to give the award used to be the Chamber but it was switched to the City Council meeting, but it could also be given out at a venue such as Riverfest - September 10th this year. The deadline is Memorial Day, so there is time to get more info/advertising for more submittals.
10. Duane Goodwin  
City Administrator Tom Pagel gave an update that Duane is healing, he is looking for a new residence and Commissioner Gorman suggested to check into the Acheson House. The site is

Riverfront Park, which faces east, northeast and will be done by the end of July. He was connected with Katie Marshall of Art Around Town, to explain the thoughts behind his artwork.

11. Public Art Design Workshop - Stormwater Art Design Class

The class for the Public Art Design Workshop is in the Community Education Brochure and is set to begin April 18th. To implement the art, the fees will come out of the Storm Water Utility Budget. City Administrator Tom Pagel will check into advertising like ICTV, KOZY and possibly an interview regarding the class.

**12. Motion made by Commissioner Peterson and second by Commissioner Erickson to go back to meeting the first Tuesday of every month at 3:45pm and rescind the changes made to meeting every other month. All in favor, motion passed.**

ANNOUNCEMENTS:

None

SET AGENDA FOR NEXT MEETING:

1. Approve Minutes
2. Financials

BUSINESS:

3. Commission Size - Recruitment
4. Art Plan & Goal Setting
5. KAXE Art Project

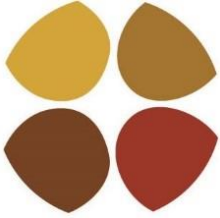
UPDATES:

6. Artist in Residence - David Dobbs
7. Mayor's Art Award
8. Duane Goodwin
9. Public Art Design Workshop - Stormwater Art Design Class

ADJOURN:

**Motion made by Commissioner Gorman, second by Commissioner Zabinski to adjourn. All in favor, motion passed.**

Respectfully submitted by CLyman



# CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION MEETING MINUTES

Wednesday, February 23, 2022  
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, February 23, 2022 at 4:00 PM in City Hall Council Chambers at 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### ROLL CALL:

Commissioners Present:  
Commission Chair Friesen  
Commissioner Lopez-Cortes  
Commissioner Erickson  
Commissioner Connelly  
Commissioner Joselyn  
Commissioner Learmont  
Absent: City Liaison Attorney Chad Sterle

**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 to approve the Agenda as written by Commissioner Connelly and second by Commissioner Learmont. All in favor, motion passed.**

### APPROVE MINUTES:

1. January 26th, 2022 Minutes  
**Motion to approve the January 26th, 2022 Minutes was made by Commissioner Connelly and second by Commissioner Lopez-Cortes. All in favor, motion passed.**

### FINANCIALS:

No new activity with the exception of the yearly budget of \$7,500.00 now included in the total. The Northern Lights School will be submitting a transportation reimbursement invoice for the Georgia Fort Exhibit soon.

### BUSINESS:

2. Georgia Fort Update



The Exhibit is staying a little longer, thus creating opportunities for others to attend. Unfortunately, Independent School District 318, although appreciative of the opportunity, will not be able to send students to the Exhibit.

### 3. Training Opportunities

Discussion on upcoming training, that the Commission needs to follow through on supporting the Police Department - identifying and supplying options for their trainings. Possibly a taskforce outside of the Commission's meetings to connect with the Police Force to get them and the public together to ask what they need more information on or areas that need our attention. Commission Chair Friesen will get in touch with Police Chief Schaar. The Commission could also have conversations with bigger industries in town, to bring the workforce here for training.

Also, there is an online training called Facilitators of Equity Coalition, which gives tools to address the work of the Commission. There was a request for the link to the training site and Commissioner Joselyn will supply that link.

### 4. Finalize 2022 Workplan and Calendar

Discuss and review of the Workplan. Determine which events the Commission wants to focus on and prioritize per quarter. The first quarter, the Onboarding materials are done. The Commission needs to identify the need and interest for any interfaith event and narrow it down to what kind of action can be taken. At this time it was recommended to pause this event and move it down in the workplan for the time being.

Planning for Indigenous People's Day has started at the Reif with Larry and native bands being booked. They need to get their brochure prepped for the fall, which would include this event. The Commission has allocated \$2,500 for the event in the 4th quarter. To advertise for this event, the Commission would use social media platforms and the City's website when finished.

For the Calendar of Events, specific "months" as in "Black History" month etc., could be advertised as well as monthly speakers on the City's website when it is live. The Commission could also partner with the Library as they do their "Books of the Month" and have speakers. They ask Will, the Library Director, about this and how to access pertinent Census Data when it becomes available.

Table the monthly speakers at this time, but possibly contact Haven House regarding speaking about their needs and programs they offer the Community. The contact would be through Keisler House.

Regarding the March meeting, since it is Women's History Month, Commissioner Lopez-Cortes stated that she could contact a former co-worker that works for a global rights for women organization and she could possibly ask for her to speak at the meeting if she is available.

#### UPDATES:

##### 5. Recruitment Update

There are a few applicants that will be submitting their applications to the City Council. Doug Learmont will be re-applying and then be re-appointed in March.

##### 6. Banner Update/Estimate Discussion

Commissioner Connelly gave her report and draft of the banner from Quick Signs. Until the company receives half of the purchase price, they will not produce any design. The price for one banner from the quote is \$660.00 plus \$36.00 shipping. In order to move forward the Commission needs to make a motion approving how many banners they want to purchase and pay Quick Signs half down. There are three banner sites in the city to choose from and several Commission members would like to purchase a banner for each site.

**Motion made by Commissioner Erickson, second by Commissioner Joselyn to approve and pay Quick Signs for the purchase of three banners, not to exceed the price of \$2,100.00. All in favor, motion passed.**

- 7. On-Boarding Update  
Discussed earlier with the Workplan, no new information.

**CALLS/COMPLAINTS/INQUIRIES:**

Commissioner Connelly told Tamara Lowney that she would bring this up to the Commission that she would like to come and speak to the Commission regarding the Welcome Community Initiative. Commissioner Connelly will check on her availability for the April 27, 2022 Commission meeting.

**SET AGENDA FOR NEXT MEETING:**

- 1) Approve Minutes
- 2) Financials
- 3) March Speaker

**BUSINESS:**

- 4) Welcome New Members
- 5) Officers
- 6) Training Opportunities
- 7) Review 2022 Workplan and Calendar

**UPDATES:**

- 8) Banner Update

**ADJOURN:**

Meeting was adjourned at 5:35pm  
Respectfully submitted by Cynthia Lyman



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

**GRAND RAPIDS PUBLIC UTILITIES COMMISSION  
MEETING MINUTES**

**Wednesday, February 09, 2022**

**4:00 PM**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, February 9, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, Minnesota.

CALL OF ROLL:

PRESENT: President Tom Stanley, Commissioner Rick Blake, Commissioner Luke Francisco, Commissioner Rick Smith

ABSENT: Secretary Kathy Kooda, with notice

Also present: General Manager Julie Kennedy, Business Services Manager Jean Lane, Electric Department Manager Jeremy Goodell, Water/Wastewater Department Manager Steve Mattson, Administrative/HR Assistant Carrie Jo Kruger and ICTV Representative.

PUBLIC FORUM:

None.

APPROVAL OF MINUTES:

1. Consider a motion to approve the minutes of the January 11, 2022 Regular Meeting and the January 25, 2022 Regular Work Session Meeting.

A motion was made by Commissioner Rick Blake, seconded by Commissioner Rick Smith to approve the minutes of the January 11, 2022 Regular Meeting and the January 25, 2022 Regular Work Session Meeting.

The motion carried by the following vote:

Voting Yea: President Tom Stanley, Commissioner Rick Blake, Commissioner Luke Francisco, Commissioner Rick Smith.

VERIFIED CLAIMS:

2. Consider a motion to approve the verified claims for January 2022 in the amount \$2,058,302.14.

A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Blake to approve the verified claims for January 2022 in the amount \$2,058,302.14.

The motion carried by the following vote:

Voting Yea: President Tom Stanley, Commissioner Rick Blake, Commissioner Luke Francisco, Commissioner Rick Smith

COMMISSION REPORTS:

Commissioner Rick Blake reported that DEED approved approximately \$450,000 for public infrastructure at the old Ainsworth site. He stated that the project is moving along and that it is a good thing for Grand Rapids and our new substation.

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

A motion was made by Commissioner Rick Blake, Seconded by Commissioner Luke Francisco to approve the Consent Agenda as read.

The motion carried by the following vote:

Voting Yea: President Stanley, Commissioner Blake, Commissioner Francisco, Commissioner Smith

3. Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for January 2022.

**Approved by consent agenda vote.**

4. Consider a motion to approve the contract with RESCO for steel power poles in the amount of \$28,958.20 and authorize the General Manager to sign the contract.

**Approved by consent agenda vote.**

5. Consider a motion to approve the procurement contract with Barnum Companies for parts and installation for rebuilding the north gate at the combined service center for \$27,525.

**Approved by consent agenda vote.**

6. Consider a motion to order the preparation of plans, specifications, and bid package and authorize the advertisement of competitive bids for the televising of our wastewater collection system.

**Approved by consent agenda vote.**

7. Consider a motion to ratify the procurement contract with Loren Solberg Consulting for legislative professional services in an amount not to exceed \$10,000.00.

**Approved by consent agenda vote.**

8. Consider a motion to ratify the procurement contract with Midwest Communications for radio ad spots in the amount of \$6,000.

**Approved by consent agenda vote.**

9. Consider a motion to ratify the procurement contract with CB Technology Solutions, Inc. for IT professional services in an amount not to exceed \$23,100.00.

**Approved by consent agenda vote.**

10. Consider a motion to ratify the procurement contract with CW Technology for CW Care in the amount of \$5,284.00.

**Approved by consent agenda vote.**

11. Consider a motion to ratify the procurement contract with Eaton for MultiSpeak AMI Yukon Interface for \$4170.00.

**Approved by consent agenda vote.**

12. Consider a motion to ratify the procurement contract with Viking Electric for LED light fixtures in the amount of \$9,728.00.

**Approved by consent agenda vote.**

13. Consider a motion to ratify the procurement contract with RESCO for wood power poles in the amount of \$16,718.75.

**Approved by consent agenda vote.**

14. Consider a motion to ratify the procurement contract with Power Process Equipment for pump parts for rebuilding the Moyno 2000 primary sludge pump for \$16,594.28.

**Approved by consent agenda vote.**

15. Consider a motion to ratify the procurement contract with Power Process Equipment for the Moyno pump seal 675213R for \$3,262.50.

**Approved by consent agenda vote.**

16. Consider a motion to ratify the procurement contract with PSI Engineering for pump parts for rebuilding the Ingersol Dresser 4x3x6 D814 water pump for \$3,899.00.

**Approved by consent agenda vote.**

17. Consider a motion to ratify the procurement contract with PSI Engineering for two (2) 6" HP20T Telsa pumps for \$5,006.00.

**Approved by consent agenda vote.**

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

A motion was made by Commissioner Rick Smith, seconded by Commissioner Luke Francisco to approve the Regular Agenda as presented.

The motion carried by the following vote:

Voting Yea: President Tom Stanley, Commissioner Rick Blake, Commissioner Luke Francisco, Commissioner Rick Smith

ADMINISTRATION:

18. Review Administration Department Monthly Report

General Manager Julie Kennedy reviewed the February Administration Department Report with the Commission.

BUSINESS SERVICES DEPARTMENT:

19. Review Business Services Department Monthly Report

Business Services Manager Jean Lane reviewed the February Business Services Department Report with the Commission.

20. Consider a motion to approve the 2022 workers' compensation premium coverage quotation regular premium option from the LCMIT in the amount of \$78,405, authorize the general manager to sign premium documents, and approve the payment of the 2022 insurance premium of \$78,405 to the LMCIT.

A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Smith to approve the 2022 workers' compensation premium coverage quotation regular premium option from the LMCIT in the amount of \$78,405, authorize the General Manager to sign premium documents, and approve the payment of the 2022 insurance premium of \$78,405 to the LMCIT.

The motion carried by the following vote:

Voting Yea: President Tom Stanley, Commissioner Rick Blake, Commissioner Luke Francisco, Commissioner Rick Smith

ELECTRIC DEPARTMENT:

21. Review Electric Department Monthly Report

Electric Department Manager Jeremy Goodell reviewed the February Electric Department Report with the Commission.

22. Consider a motion to approve the Electric Department Rules Policy, E.001.

A motion was made by Commissioner Rick Blake, seconded by Commissioner Rick Smith to approve the Electric Department Rules Policy, E.001.

The motion carried by the following vote:

Voting Yea: President Tom Stanley, Commissioner Rick Blake, Commissioner Luke Francisco, Commissioner Rick Smith

WATER AND WASTEWATER DEPARTMENT:

23. Review Water-Wastewater Department Monthly Report

Water/Wastewater Department Manager Steve Mattson reviewed the February Water and Wastewater Department Report with the Commission.

SAFETY REPORT:

24. Review Safety Monthly Report

General Manager Julie Kennedy reviewed the February Safety Report with the Commission.

ADJOURNMENT:

By call of the chair, the regular meeting was declared adjourned at 4:53 PM.



Respectfully submitted: Carrie Jo Kruger, Administrative/HR Assistant.

The next Regular Work Session Meeting of the Commission is scheduled for Tuesday, February 22, 2022 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next Regular Meeting is scheduled for Wednesday, March 9, 2022 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 11, 2022

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

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

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

- Addition of an animal waste section
- Changes to the redevelopment section related to volume control
- Addition of an infiltration section relating to protecting ground water

### REQUESTED COUNCIL ACTION:

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



**CITY OF GRAND RAPIDS  
ORDINANCE 22-04-01**

**AN ORDINANCE AMENDING CHAPTER 30, ARTICLE 149 STORMWATER  
PROTECTION**

**WHEREAS**, upon review, it was determined that Article 149, section (d) Waste Controls and illicit discharge need the addition of a paragraph addressing animal waste; and

**WHEREAS**, it was determined that section (f), paragraph (2) e, 2 needed clarification; and

**WHEREAS**, it was determined there was a need for addition of section (f), paragraph (2) h. addressing infiltration systems.

**NOW THEREFORE**, be it ordained by the Council of the City of Grand Rapids, in the State of Minnesota, that the Grand Rapids Municipal Code be amended as stated in included text.

**SECTION 1:            AMENDMENT** “30-149 Stormwater Protection” of the Grand Rapids Municipal Code is hereby *amended* as follows:

AMENDMENT

30-149 Stormwater Protection

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

(b) *Scope.*

(1) The purpose of this article is to satisfy SWPPP obligations for a regulatory mechanism to control stormwater pollution and illegal discharges under the statewide general permit for small MS4s. This section sets forth minimum requirements for stormwater management to diminish threats to public health, safety, public and private property and natural resources of the community by establishing standards that will:

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

- f. Promote infiltration and groundwater recharge;
  - g. Promote water quality treatment for new development, redevelopment, and linear construction projects.
- (2) No person shall develop any land for residential, commercial, industrial, or institutional uses without having provided the stormwater management measures set forth herein to control or manage runoff from such development. All water entering the storm drain system generated on any developed and undeveloped lands, unless explicitly exempted by the city, shall be protected from illegal disposal/discharge and illegal connections.
  - (3) A separate permit may be needed if the standards in this section are not incorporated into the review of other city permits.
  - (4) Except where a waiver is granted, any person, firm, sole proprietorship, partnership, corporation, state agency, or political subdivision proposing a land disturbing activity, requiring a land alteration or building permit within the city shall submit to the city for review and comment on the stormwater pollution prevention plan (SWPPP) and site plan. No land shall be disturbed until the plan is reviewed by the city and conforms to the standards set forth herein and applicable permits have been issued.
  - (5) The provisions of the waste controls and illicit discharge and inspections and enforcement subsections of this section apply to all areas within the city at all times.
  - (6) The definitions of terms in this section correspond to the definitions in the most current MPCA NPDES construction permit.
- (c) *Erosion and sediment control.* Erosion and sediment control, at a minimum, shall meet the requirements and provisions defined in the most current Minnesota Pollution Control Agency (MPCA) National Pollution Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activities, also referred to as the NPDES construction permit.
- (d) *Waste controls and illicit discharge.*
- (1) *Illegal disposal.*
    - a. No person shall throw, deposit, place, leave, maintain, or keep or permit to be thrown, placed, left, maintained or kept, any refuse, rubbish, garbage, or any other discarded or abandoned objects, articles, or accumulations, in or upon any street, alley, sidewalk, storm drain, inlet, catch basin conduit or drainage structure, business place, or upon any public or private plot of land in the city, so that the same might be or become a pollutant, except in containers, recycling bags, or other lawfully established waste disposal facility.
    - b. No person shall intentionally dispose of grass, leaves, dirt, or other landscape debris into a water resource buffer, street, road, alley, catch basin, culvert, curb, gutter, inlet, ditch, natural watercourse, wetland, flood control channel, canal, storm drain or any fabricated natural conveyance.
  - (2) *Illicit discharges and connections.*

- a. No person shall cause any illicit discharge to enter the municipal stormwater system unless such discharge: (1) consists of non-stormwater that is authorized by an NPDES point source permit obtained from the MPCA; or (2) is associated with firefighting activities.
  - b. No person shall use any illicit connection to intentionally convey non-stormwater to the city stormwater system.
- (3) *Good housekeeping provisions.* Any owner or occupant of property within the city shall comply with the following good housekeeping requirements:
- a. No person shall leave, deposit, discharge, dump, or otherwise expose any chemical or septic waste in an area where discharge to streets, storm drain system, or waters of the state as defined by the MPCA, may occur. This section shall apply to both actual and potential discharges.
  - b. Runoff of water from residential property shall be minimized to the maximum extent practicable. Runoff of water from the washing down of paved areas in commercial or industrial property is prohibited unless necessary for health or safety purposes and not in violation of any other provisions in city codes.
  - c. Storage of materials, machinery, and equipment.
    - 1. Objects, such as motor vehicle parts, containing grease, oil or other hazardous substances, and unsealed receptacles containing hazardous materials, shall not be stored in areas susceptible to runoff or discharge to a stormwater system.
    - 2. Any machinery or equipment that is to be repaired or maintained in areas susceptible to runoff shall be placed in a confined area to contain or collect leaks, spills, or discharges without discharge to the stormwater system.
    - 3. Any storage of materials that are exposed to the environment such as; salt, salt/sand or sand, that are susceptible to runoff or discharge into a stormwater system, public or private, shall be covered in a manner that will eliminate the leeching of chemicals and/or sediment and must apply for stormwater permit for inspection and monitoring.
  - d. Debris and residue shall be removed, as noted below:
    - 1. All motor vehicle parking lots and private streets shall be swept, at a minimum of once a year in the spring to remove debris. Such debris shall be collected and properly disposed;
    - 2. Fuel and chemical residue or other types of potentially harmful material, such as animal waste, garbage or batteries, which is located in an area susceptible to runoff, shall be removed as soon as possible and disposed of properly. Household hazardous waste shall not be placed in a trash container.

(4) Animal Waste.

- a. No owner or custodian of any animal shall cause or allow such animal to soil, defile or defecate on any public property or upon any street, sidewalk, public way, play area or common grounds owned jointly by the members of a homeowners' or condominium association, or upon private property other than that of the owner, unless such owner immediately removes and disposes of all feces deposited by such animal in a sanitary manner.
  - b. It is unlawful for any person owning, keeping or harboring an animal to cause or permit said animal to be on any public or private property, not owned or possessed by such person without having in his/her immediate possession a device for the removal of feces and depository for the transmission of excrement to a proper receptacle located on the property owned or possessed by such person.
  - c. It is unlawful for any person in control of, causing or permitting any animal to be on any public or private property, if private property included add: not owned or possessed by such person to fail to remove feces left by such animal and dispose of it properly as described in section (d).
  - d. Proper disposal of animal waste shall be limited to burial where lawfully permitted, flushing in the toilet, bagging for disposal in the owner or keeper's waste receptacle, and bagging for disposal in a waste receptacle designated for animal waste in a public park or park area.
  - e. Disposal of animal waste in storm drains is prohibited.
  - f. Disposal of animal waste in public compost is prohibited.
  - g. The provisions of this section shall not apply to the ownership or use of any property identified service animals, animals when used for police activities, or tracking animals when used by or with the permission of the appropriate authorities.
  - h. Any peace officer or community service officer is responsible for issuing the citations.
- (5) *Industrial or construction activity discharges.* Any person subject to an industrial or construction activity NPDES stormwater discharge permit shall comply with all provisions of such permit. Proof of compliance with said permit will be required in a form acceptable to the city prior to the allowing of discharges to the storm sewer system. All facilities that have stormwater discharges associated with industrial activity, including construction activity must adhere to the following guidelines:
- a. The owner or operator of a commercial or industrial establishment shall provide, at their own expense, reasonable protection from accidental discharge of prohibited materials or other wastes into the storm sewer system or watercourses through the use of structural and non-structural BMPs.
  - b. Any person responsible for a property or premises, which is, the

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

- (6) *Notification of spills.* Notwithstanding other requirements of law, as soon as any person responsible for a facility or operation, or responsible for emergency response for a facility or operation has information of any known or suspected release of materials which are resulting or may result in illegal discharges or pollutants discharging into the storm sewer system, or water of the state said person shall take all necessary steps to ensure the discovery, containment, and cleanup of such release. In the event of such a release of hazardous materials said person shall immediately notify emergency response agencies of the occurrence via emergency dispatch services. In the event of a release of non-hazardous materials, said person shall notify the city no later than the next business day.
- (7) *Access to buildings for inspection, monitoring and/or dye testing.*
- a. The city shall be permitted to enter and inspect all buildings under this article as often as may be necessary to determine compliance with this article.
  - b. Facility operators shall allow the city ready access to all parts of the premises for the purposes of inspection, sampling, dye testing, examination and copying of records that relate to the discharge of stormwater.
  - c. The city shall have the right to set up at any building such devices as are necessary to conduct monitoring, sampling and/or dye testing of the facility's stormwater discharge.
  - d. The city has the right to require the discharger to install monitoring equipment as necessary.
  - e. Unreasonable delays in allowing the city access to a facility is a violation of this article.
  - f. If the city has been refused access to any part of the premises from which stormwater is discharged, and is able to demonstrate probable cause to believe that there may be a violation of this section, or that there is a need to inspect and/or sample as part of a routine inspection and sampling program designed to verify compliance with this article or any order issued hereunder, or to protect the overall public health, safety, and welfare of the community, then the city may seek issuance of a search warrant from any court of competent jurisdiction.
- (8) *Suspension of storm sewer system access.*
- a. Suspension due to illicit discharges in emergency situations. The city may, without prior notice, suspend storm sewer system discharge access to a person when such suspension is necessary to stop an actual or threatened discharge which presents or may present

imminent and substantial danger to the environment, or to the health or welfare of persons, or to the storm sewer system or waters of the state. If the violator fails to comply with a suspension order issued in an emergency, the city may take such steps as deemed necessary to prevent or minimize damage to the storm sewer system or waters of the state, or to minimize danger to persons.

- b. Suspension due to the detection of illicit discharge. Any person discharging to the storm sewer system in violation of this article may have their storm sewer system access terminated if such termination would abate or reduce an illicit discharge. A person commits an offense if the person reinstates storm sewer system access to premises terminated pursuant to this section, without the prior approval of the city.

(e) *Site design.*

(1) *Applicability.*

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

(2) *Exemptions.*

- a. The following activities shall be exempt from all of the requirements

of this section:

1. Emergency work necessary to protect life, limb, or property.
2. Routine agricultural activity such as tilling, planting, harvesting, and associated activities. Other agricultural activities are not exempt including activities such as construction of structures.

(3) *Stormwater permit review process.*

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

a certification statement that the individual meets the requirements of this clause.

- e. Modification of permitted plans. The applicant must amend an approved plan to include additional requirements such as additional or modified stormwater best management practices (BMPs) designed to correct problems whenever:
  - 1. There is a change in design, construction, operation, maintenance, weather or seasonal conditions that has a significant effect on the discharge of pollutants to surface water or underground water.
  - 2. Inspections or investigations by site operators, local, state or federal officials indicate the plans are not effective in eliminating or significantly minimizing the discharge of pollutants to surface water or underground water or that the discharges are causing water quality standard exceedances.
  - 3. The plan is not achieving the general objectives of minimizing pollutants in stormwater discharges associated with the activity on the permitted site.
  
- f. Stormwater permit completion. Before work under the stormwater permit is deemed complete:
  - 1. The permittee must submit as-builts, a long-term maintenance plan and information demonstrating that the stormwater facilities conform to design specifications as deemed necessary by the city engineer or designee.
  - 2. All soil disturbing activities at the site have been completed and all soils are stabilized by a uniform perennial vegetative cover with a density of 70 percent of its expected final growth density over the entire pervious surface area, or other equivalent means necessary to prevent soil failure under erosive conditions.
  - 3. A final certificate of occupancy has been provided by the city, as applicable according to the building permit issued for the development.

(4) *Site design considerations.*

- a. Design process.
  - 1. New and redevelopment projects that disturbs more than 5,000 square feet of land area shall be designed to incorporate erosion control and stormwater management features and to meet the minimum requirements outlined in the most recent version of the NPDES construction stormwater general permit.
  - 2. Whenever possible, new development projects shall be designed using the better site design techniques of the current version of the Minnesota Stormwater Manual. Better site



design involves techniques applied early in the design process to preserve natural areas, reduce impervious cover, distribute runoff and use pervious areas to more effectively treat stormwater runoff. Site design should address open space protection, impervious cover minimization, and runoff distribution and minimization, and runoff utilization.

(5) *Inspections and maintenance.*

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

(6) *Maintenance schedule.*

- a. Generally. All nonfunctional BMPs must be repaired, replaced, or supplemented with functional BMPs by the end of the next business day after discovery, or as soon as field conditions allow access unless another time frame is specified below.
- b. Perimeter control devices. All perimeter control devices and inlet protection devices must be repaired, replaced, or supplemented when they become nonfunctional or the sediment reaches one-half the height of the device. These repairs must be made within 24 hours of discovery, or as soon as field conditions allow access.
- c. Sedimentation basins. Temporary and permanent sedimentation basins must be drained and the sediment removed when the depth of the sediment collected in the basin reaches one-half the storage volume. Drainage and removal must be completed within 72 hours of

discovery.

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

(f) *Post construction stormwater management.*

- (1) The purpose of this section is to prevent or reduce water pollution within the city after construction has been completed. This section establishes standards for new development, redevelopment, and linear construction projects in order to minimize the stormwater pollution, soil erosion, and sedimentation.
- (2) The applicant shall consider reducing the need for stormwater management performance standards by incorporating the use of natural topography and land cover. It shall also:
  - a. Minimize impact to significant natural features;
  - b. Review the site for wetlands, wooded areas of significance, and rare and endangered species habitat. These areas should not be developed;
  - c. Minimize impervious surface coverage to the maximum extent practicable;
  - d. In designated shoreland areas the development shall meet the impervious surface requirements of the shoreland ordinance regardless of conveyance systems;
  - e. Volume control. Designer shall be required to provide soil boring analysis to determine the infiltration rate prior to approval of plans. The design shall meet the following requirements depending on the type of project in accordance with the MS4 NPDES permit:
    - 1. New development. For new, nonlinear developments that create more than one acre of new impervious surface on sites without restrictions, stormwater runoff volumes will be controlled and the post-construction runoff volume shall be retained on site for 1.1 inches of runoff from all impervious surfaces on the site;
    - 2. Redevelopment. ~~Redevelopment projects (including linear projects), on sites without restrictions that create new impervious surfaces shall capture and retain on site 1.1 inches of runoff from the new impervious surface and show a net pollutant reduction for any reconstructed impervious surfaces~~ Redevelopment projects (including linear projects),

on sites without restrictions that create new impervious surfaces shall capture and retain on site 1.1 inches of runoff from the new impervious surface or 0.5 inches times the sum of the new and fully reconstructed impervious surface, whichever is larger.

- f. Rate control. For post-construction rate control modeling a minimum curve number of 84 shall be used on all disturbed/graded soil areas, due to soil compaction impacts, unless soil protection/compaction remediation specifications have been incorporated into the proposal (plan set, stormwater management plan, etc.) and are approved by the city engineer. Atlas 14 shall be used in all rate-control estimates.
  1. New construction. Projects shall have no increase in runoff from the predevelopment peak runoff rates for the two-, ten-, and 100-year 24-hour storm events.
  2. Redevelopment. Projects shall have no increase in runoff from the pre-project peak runoff rates for the two-, ten-, and 100-year 24-hour storm events.
- g. Water quantity/flood control.
  1. The low building elevation shall be set to the higher of the following:
    - i. Where an effective base flood elevation (BFE) has been established and is included in the city's FIRM, the low floor elevation adjacent to the surface water body shall be established in accordance with the city's floodplain ordinance. The ordinance establishes the regulatory flood protection elevation (low floor elevation) at not less than one foot above the BFE plus any increase due to encroachment of the floodway.
    - ii. The low floor elevation shall be two feet or more above the 100-year/24-hour event as determined by a technical evaluation by a qualified engineer or hydrologist.
  2. An emergency overflow shall be incorporated into the site design at or above the BFE or modeled high water level to convey a 100-year discharge away from buildings to the next downstream water body. Existing, natural or manmade emergency overflows shall be analyzed as part of the design process. The lowest opening shall be set at least 1.5 feet above the emergency overflow elevation of the adjacent water body, unless the analysis shows that adequate storage volume exists within the basin to provide a reasonable level of protection from potential flooding. Where a natural overflow does not exist, the designer shall consider the possibility of long duration events, such as multiple-year wet

cycles and high runoff volume events (e.g., snowmelt events that last for many weeks) when evaluating high water elevations and outlets from landlocked basins.

- h. Infiltration systems pose a risk of contaminating ground water; therefore they are prohibited when the system would be constructed in the following areas:
1. Areas that receive discharges from vehicle fueling or maintenance
  2. Areas with shallow bedrock and shallow water table
  3. Areas that receive discharges from industrial facilities where infiltration is prohibited
  4. Areas where high levels of contaminants may be mobilized by infiltrating stormwater
  5. Area with hydrologic soil group D (clay) soils
  6. Areas within 1,000 feet up-gradient or 100 feet down-gradient of active karst features
  7. Areas within a Drinking Water Supply Management Area (DWSMA)
  8. Areas where soil infiltration rates are more than 8.3 inches per hour
  9. Sites within vulnerable groundwater areas
- i. Treatment design sequencing for sites with restrictions (as found in the MIDS design sequence flowchart).

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

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

Volume reduction techniques considered shall include infiltration,

reuse and rainwater harvesting, and canopy interception and evapotranspiration and/or additional techniques included in the MIDS calculator and the Minnesota Stormwater Manual;

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

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

*Alternative #1:*

Applicant attempts to comply with the following conditions:

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

*Alternative #2:*

Applicant attempts to comply with the following conditions:

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

*Alternative #3:*

Off-site treatment—Mitigation equivalent to the performance of 1.1 inches of volume reduction for new development or redevelopment as

described above in this section, (including banking or cash) can be performed off-site to protect the receiving water body. Off-site treatment shall be achieved in areas selected in the following order of preference:

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

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

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

The MIDS design sequence flowchart can be found in the Minnesota Stormwater Manual:  
[http://stormwater.pca.state.mn.us/index.php/Flexible\\_treatment\\_options](http://stormwater.pca.state.mn.us/index.php/Flexible_treatment_options).

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

(3) *Storm sewer sizing.*

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

(4) *Better site design.* Whenever possible, projects shall be designed using better site design techniques early in the design process to preserve natural areas, reduce impervious cover, distribute runoff and use pervious area more

effectively to treat stormwater runoff. The applicant shall attempt to limit the impervious surface of the developed site or subdivision by incorporating the following design considerations, consistent with zoning, subdivision, and PUD requirements:

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

(5) *Regional ponding.* If the city determines the site is not suitable for on-site treatment, off-site stormwater management and associated fees may be

established, provided that provisions are made to manage stormwater by an off-site facility, and provided that all of the following conditions for the off-site facility are met:

- a. The facility is in place or the city has knowledge of future regional ponding on site;
  - b. The facility is designed and adequately sized to provide a level of stormwater control that at least meets the ordinance standards;
  - c. The city is satisfied that the facility has a legally obligated entity responsible for its long-term operation and maintenance.
- (6) *Accepted alternatives to stormwater pond treatments.* Alternative treatments may be installed and shall be reviewed and approved by the city. Alternative treatments are included but are not limited to those stated in the Minnesota Stormwater Manual.
- (7) *Maintenance of private stormwater facilities.* All private stormwater facilities shall be maintained by the owner in proper condition consistent with the performance standards for which they were originally designed.
- a. All settled materials from sumps, grit chambers, and other devices, including settled solids, shall be removed and properly disposed of on an annual basis. One- to five-year waivers from this requirement may be granted by the city when the owner presents evidence that the facility has additional capacity to remove settled solids in accordance with the original design capacity.
  - b. Ponds shall be inspected at least once every five years to determine if settled materials should be removed. Settled materials shall be removed and properly disposed of when the pond is no longer functioning at the original design capacity.
  - c. A maintenance plan must be provided that defines who will conduct the maintenance, the type of maintenance and the maintenance intervals of a private stormwater facility before the facility is approved.
  - d. All stormwater facilities must be designed to minimize the need for maintenance, to provide easy vehicle and personnel access for maintenance purposes, and be structurally sound. It shall be the responsibility of the applicant to obtain any necessary easements or other property interests to allow access to the facilities for inspection or maintenance.
  - e. The city shall have the right to request and review inspection and maintenance records and shall have the right to perform an inspection of stormwater facilities at any time if the city has probable cause to believe that the facilities are not being properly maintained or inspected. A charge based on current wages will be assessed to the owner for any inspections or maintenance that needs to be performed.
- (g) *Fees.* Fees associated with this section shall be set by a duly adopted resolution by city council.



(h) *Inspections and enforcement.*

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

- b. Securing deposit. Deposit, either with the city, a responsible escrow agent, or trust company, at the option of the city:
1. An irrevocable letter of credit or negotiable bonds of the kind approved for securing deposits of public money or other instruments of credit from one or more financial institutions, subject to regulation by the state and federal government wherein said financial institution pledges funds are on deposit and guaranteed for payment. The security deposit shall have an expiration date of not less than one year after approval of the stormwater permit.

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

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

- (6) *Maintaining the financial security.* If at any time during the course of the work this amount falls below 50 percent of the required deposit or the dated letter of credit expires, the developer shall make another deposit in the amount necessary to restore the cash deposit or letter of credit to the required amount. If the developer does not bring the financial security back up to the required amount within seven days after notification by the city that the amount has fallen below 50 percent of the required amount the city may:
- a. Withhold inspections. Withhold the scheduling of inspections and/or the issuance of a certificate of occupancy.
  - b. Revocation of permits. Revoke any permit issued by the city to the applicant for the site in question or any other of the applicant's sites within the city's jurisdiction.
- (7) *Proportional reduction of the financial security.* When more than one-third of the applicant's maximum exposed soil area achieves final stabilization, the city can reduce the total required amount of the financial security by one-third. When more than two-thirds of the applicant's maximum exposed soil area achieves final stabilization, the city can reduce the total required amount of the financial security to two-thirds of the initial amount. This reduction in financial security will be determined by the city staff.

- (8) *Action against the financial security.* The city may access financial security for remediation actions if any of the conditions listed below exist. The city shall use the security to finance remedial work undertaken by the city, or a private contractor under contract to the city, and to reimburse the city for all direct cost incurred in the process of remedial work including, but not limited to, staff time and attorney's fees.
- a. Abandonment. The developer ceases land disturbing activities and/or filling and abandons the work site prior to completion of the grading plan.
  - b. Failure to implement SWPPP. The developer fails to conform to the grading plan and/or the SWPPP as approved by the city.
  - c. Failure to perform. The techniques utilized under the SWPPP fail within one year of installation.
  - d. Failure to reimburse city. The developer fails to reimburse the city for corrective action taken.
- (9) *Emergency action.* If circumstances exist such that noncompliance with this section poses an immediate danger to the public health, safety and welfare, as determined by the city, the city may take emergency preventative action. The city shall also take every reasonable action possible to contact and direct the applicant to take any necessary action. Any cost to the city may be recovered from the applicant's financial security.
- (10) *Returning the financial security.* The security deposited for faithful performance of the SWPPP and any related remedial work shall be released after the completion of the installation of all stormwater pollution control measures as shown on the grading and/or the SWPPP and approval/acceptance of city staff.
- (11) *Notification of failure of the SWPPP.* The city may notify the permit holder of the failure of the SWPPP's measures.
- a. Initial contact. The initial contact will be to the party or parties listed on the application and/or the SWPPP as contacts. Except during an emergency action, 48 hours after notification by the city of the failure of erosion control measures, or non-compliance of the permit, the city at its discretion, may begin corrective work. Such notification should be in writing, but if it is verbal, a written notification should follow as quickly as practical. If after making a good faith effort to notify the responsible party or parties, the city has been unable to establish contact, the city may proceed with corrective work. There are conditions when time is of the essence in controlling erosion. During such a condition the city may take immediate action, and then notify the applicant as soon as possible.
  - b. Erosion off-site. If erosion breaches the perimeter of the site, the applicant shall immediately develop a cleanup and restoration plan, obtain the right-of-entry from the adjoining property owner, and implement the cleanup and restoration plan within 48 hours of

obtaining the adjoining property owner's permission. In no case, unless written approval is received from the city, may more than seven calendar days go by without corrective action being taken. If in the discretion of the city, the permit holder does not repair the damage caused by the erosion, the city may do the remedial work required. When restoration to wetlands and other resources are required, the applicant should be required to work with the appropriate agency to ensure that the work is done properly.

- c. Erosion into streets, wetlands or water bodies. If eroded soils (including tracked soils from construction activities) enter or appear likely to enter streets, wetlands, or other water bodies, cleanup and repair shall be immediate. The applicant shall provide all traffic control and flagging required to protect the traveling public during the cleanup operations.
- d. Failure to do corrective work. When an applicant fails to conform to any provision of this policy within the time stipulated, the city may take the following actions.
  - 1. Issue a stop work order, withhold the scheduling of inspections, and/or the issuance of a certificate of occupancy.
  - 2. Revoke any permit issued by the city to the applicant for the site in question or any other of the applicant's sites within the city's jurisdiction.
  - 3. Correct the deficiency or hire a contractor to correct the deficiency. The issuance of a permit constitutes a right-of-entry for the city or its contractor to enter upon the construction site for the purpose of correcting deficiencies in erosion control.
  - 4. Require reimbursement to the city for all costs incurred in correcting stormwater pollution control deficiencies. If payment is not made within 30 days after costs are incurred by the city, payment will be made from the applicant's financial securities as described in subsection (8) above.
  - 5. If there is an insufficient financial amount in the applicant's financial securities as described in subsection (8) above then the city may assess the remaining amount against the property. As a condition of the permit, the owner shall waive notice of any assessment hearing to be conducted by the city, concur that the benefit to the property exceeds the amount of the proposed assessment, and waive all rights by virtue of Minn. Stat. § 429.081 to challenge the amount or validity of assessment.

(12) *Enforcement.*

- a. Penalties. Any person, firm, or corporation failing to comply with or violating any of these regulations, may be deemed guilty of a

misdemeanor and be subject to a \$1,000.00 fine or 90 days imprisonment or both. All land use and building permits must be suspended until the applicant has corrected the violation. Each day that a separate violation exists shall constitute a separate offense.

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

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

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

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

PASSED AND ADOPTED BY THE CITY OF GRAND RAPIDS COUNCIL

\_\_\_\_\_.

	<b>AYE</b>	<b>NAY</b>	<b>ABSENT</b>	<b>ABSTAIN</b>
Dale Adams	_____	_____	_____	_____
Tasha Connelly	_____	_____	_____	_____
Michelle Toven	_____	_____	_____	_____
Rick Blake	_____	_____	_____	_____
Dale Christy	_____	_____	_____	_____

Presiding Officer

Attest

\_\_\_\_\_  
Dale Christy, Mayor, City of Grand Rapids

\_\_\_\_\_  
Kimberly Gibeau, City Clerk City of Grand Rapids



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 11, 2022

**AGENDA ITEM:** Consider adopting a resolution authorizing the 2022 budgeted operating transfers.

**PREPARED BY:** Barb Baird

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**BACKGROUND:**

The City Council adopted the 2022 budget on December 20, 2021. That budget included several operating transfers and funding sources for various projects. We are requesting City Council approval for operating transfers. They are as follows:

- \* \$20,000 from the General Fund to the Capital Equipment Fund,
- \*\$150,000 from the General Fund to the 2013B St. Reconstruction Debt Service Fund,
- \*\$ 20,000 from the General Fund to the Airport Operations Fund,
- \*\$125,000 from the General Fund to the Capital Equipment Fund for the Fire Department Depreciation.

**REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution authorizing the 2022 transfers from the General Fund to the following: \$20,000 to the Capital Equipment Fund, \$150,000 to the 2013B St. Reconstruction Debt Service Fund, \$20,000 to the Airport Operations Fund, and \$125,000 to the Capital Equipment Fund for the Fire Department depreciation.

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

RESOLUTION NO. 22-

**A RESOLUTION TO AUTHORIZE THE FOLLOWING BUDGETED OPERATING TRANSFERS FROM THE GENERAL FUND: \$20,000 TO THE CAPITAL EQUIPMENT FUND, \$150,000 TO THE 2013B STREET RECONSTRUCTION DEBT SERVICE FUND, \$20,000 TO THE AIRPORT OPERATIONS FUND, \$125,000 TO THE CAPITAL EQUIPMENT FUND FOR FIRE DEPARTMENT DEPRECIATION**

WHEREAS, on December 20, 2021, the Grand Rapids City Council approved the 2022 General Fund Expenditure Budget, which included the following transfers,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorize the following budgeted transfers for 2022:

- \$20,000 from the General Fund to the Capital Equipment Fund,
- \$150,000 from the General Fund to the 2013B Street Reconstruction Debt Service Fund,
- \$ 20,000 from the General Fund to the Airport Operations Fund,
- \$125,000 from the General Fund to the Capital Equipment Fund for Fire Department depreciation.

Adopted this 11th day of April 2022.

\_\_\_\_\_  
Dale Christy, 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.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 11, 2022

**AGENDA ITEM:** Consider adopting a resolution accepting a \$250,000 grant from the Iron Range Resources and Rehabilitation Community Infrastructure Grant Program.

**PREPARED BY:** Barb Baird

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### BACKGROUND:

The Grand Rapids Industrial Infrastructure Extension (Project) will extend infrastructure to a 216 acre, manufacturing site that straddles the adjacent communities of Grand Rapids and Cohasset. The Project involves the construction/extension of approximately: 7,400 ln. ft. of sanitary sewer main, 1 sanitary sewer lift station, 12,500 ln. ft. of water main and 1,000 tons of asphalt pavement.

The total estimated cost of the Project is \$3,921,213. The City of Grand Rapids received a grant award of \$1,900,000 from the U.S. Economic Development Administration, of which will fund 50% of estimated construction and engineering expense. A combination of local and State of Minnesota sources will fund the remaining cost.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution accepting a \$250,000 grant from the Iron Range Resources and Rehabilitation Community Infrastructure Grant Program for the Grand Rapids/Cohasset Industrial Park Infrastructure Project.



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

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING A \$250,000 GRANT FROM THE IRON RANGE RESOURCES AND REHABILITATION COMMUNITY INFRASTRUCTURE GRANT PROGRAM FOR THE GRAND RAPIDS/COHASSET INDUSTRIAL PARK INFRASTRUCTURE PROJECT

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

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

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

- \$250,000 from the Iron Range Resources and Rehabilitation Community Infrastructure Grant Program for the Grand Rapids/Cohasset Industrial Park Infrastructure Project.

Adopted this 11<sup>th</sup> day of April 2022.

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

Attest:

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 11, 2022

**AGENDA ITEM:** Consider adopting Grand Rapids Police Policy 445 Portable Audio / Video Recorder

**PREPARED BY:** Captain Andy Morgan

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### BACKGROUND:

Grand Rapids Police BWC work group has been extensively researching Portable Audio / Video Recorder (Body Worn Camera, BWC) for the past eight (8) months.

Grand Rapids City Council approved the funding, purchase and implementation of fifteen (15) BWC during an October 11, 2021 Council Work Session.

Grand Rapids Police Leadership detailed the AXON Body 3 and proposed associated GRPD Portable Audio / Video Recorder Policy 445 on March 28, 2022 Council Work Session.

Please see the Policy 445 document attachment

### REQUESTED COUNCIL ACTION:

Make a motion accepting Grand Rapids Police Policy 445 Portable Audio / Video Recorder

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## Portable Audio/Video Recorders

### 445.1 PURPOSE AND SCOPE

The primary purpose of using Portable Audio/Video Recorders is to capture evidence arising from police-citizen encounters. This policy sets forth guidelines governing the use of Portable Audio/Video Recorders and administering the data that results. Compliance with these guidelines is mandatory, but it is recognized that officers must also attend to other primary duties and the safety of all concerned, sometimes in circumstances that are tense, uncertain, and rapidly evolving. Members should remain sensitive to the dignity of all individuals being recorded and exercise sound discretion to respect privacy by discontinuing recording whenever it reasonably appears to the member that such privacy may outweigh any legitimate law enforcement interest in recording. Requests by members of the public to stop recording should be considered using this same criterion. Recording should resume when privacy is no longer at issue unless the circumstances no longer fit the criteria for recording.

This policy governs the use of Portable Audio/Video Recorder's in the course of official duties. It does not apply to the use of squad-based (dash-cam) recording systems. The Chief or his designee may supersede this policy by providing specific instructions for Portable Audio/Video Recorder use to individual officers, or providing specific instructions pertaining to particular events or classes of events, including but not limited to political rallies and demonstrations. The Chief or designee may also provide specific instructions or standard operating procedures for Portable Audio/Video Recorder use to officers assigned to specialized details, such as carrying out duties in courts or guarding prisoners or patients in hospitals and mental health facilities.

#### 445.1.1 DEFINITIONS

- (a) MGDPA or Data Practices Act refers to the Minnesota Government Data Practices Act, Minn. Stat. § 13.01, et seq.
- (b) Records Retention Schedule refers to the General Records Retention Schedule for Minnesota Cities.
- (c) Law enforcement-related information means information captured or available for capture by use of a Portable Audio/Video Recorder that has evidentiary value because it documents events with respect to a stop, arrest, search, citation, or charging decision.
- (d) Evidentiary value means that the information may be useful as proof in a criminal prosecution, related civil or administrative proceeding, further investigation of an actual or suspected criminal act, or in considering an allegation against a law enforcement agency or officer.
- (e) General Citizen Contact means an informal encounter with a citizen that is not and does not become law enforcement-related or adversarial, and a recording of the event would not yield information relevant to an ongoing investigation. Examples include,

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**Portable Audio/Video Recorders**

but are not limited to, assisting a motorist with directions, summoning a wrecker, or receiving generalized concerns from a citizen about crime trends in his or her neighborhood.

- (f) Adversarial means a law enforcement encounter with a person that becomes confrontational, during which at least one person expresses anger, resentment, or hostility toward the other, or at least one person directs toward the other verbal conduct consisting of arguing, threatening, challenging, swearing, yelling, or shouting. Encounters in which a citizen demands to be recorded or initiates recording on his or her own are deemed adversarial.
- (g) Unintentionally recorded footage is a video recording that results from a officer's inadvertence or neglect in operating the officers Portable Audio/Video Recorder, provided that no portion of the resulting recording has evidentiary value. Examples of unintentionally recorded footage include, but are not limited to, recordings made in station house locker rooms, restrooms, and recordings made while deputies were engaged in conversations of a non-business, personal nature with the expectation that the conversation was not being recorded.
- (h) Official duties, for purposes of this policy, means that the officer is on duty and performing authorized law enforcement services on behalf of this agency.

**445.2 POLICY**

It is the policy of the Grand Rapids Police Department to authorize and require the use of office issued Portable Audio/Video Recorder's as set forth below, and to administer Portable Audio/Video Recorder data as provided by law. All recordings made by members on any office-issued device at any time or while acting in an official capacity of this office, shall remain the property of the Office. Members shall have no expectation of privacy or ownership interest in the content of these recordings.

**445.3 USE AND DOCUMENTATION**

- (a) Officers may use only office-issued Portable Audio/Video Recorder's in the performance of official duties for this agency or when otherwise performing authorized law enforcement services as an employee of the Grand Rapids Police Department.
- (b) Officers who have been issued a Portable Audio/Video Recorder shall operate and use them consistent with this policy. Officers shall conduct a function test of their issued Portable Audio/Video Recorder at the beginning of each shift to make sure the devices are operating properly. Officers noting a malfunction during testing or at any other time shall promptly report the malfunction to the officer's supervisor and shall document the report in writing. Supervisors shall take prompt action to address malfunctions and document the steps taken in writing. If the Portable Audio/Video Recorder cannot be returned to full working condition, it shall be removed from service for repair and the officer may use one of the spares (Investigations) until their issued Portable Audio/ Video Recorder is repaired.

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*Portable Audio/Video Recorders*

- (c) Officers should wear their issued Portable Audio/Video Recorders at the location on their body and in the manner specified in training.
- (d) Officers must document Portable Audio/Video Recorder use and non-use as follows:
  - 1. Whenever an officer makes a recording, the existence of the recording shall be documented in an incident report
  - 2. Whenever an officer fails to record an activity that is required to be recorded under this policy or captures only a part of the activity, the officer must document the circumstances and reasons for not recording in an incident report. Supervisors shall review these reports and initiate any corrective action deemed necessary.
- (e) The office will maintain the following records and documents relating to Portable Audio/ Video Recorder use, which are classified as public data:
  - 1. The total number of Portable Audio/Video Recorder's owned or maintained by the agency.
  - 2. A record of the total number of Portable Audio/Video Recorder's actually deployed and used by officers.
  - 3. The total amount of recorded Portable Audio/Video Recorder data collected and maintained; and
  - 4. This policy, together with the Records Retention Schedule.

**445.4 GENERAL GUIDELINES FOR RECORDING**

- (a) Officers shall immediately activate their Portable Audio/Video Recorder when responding to all calls for service and during all law enforcement-related encounters and activities, including but not limited to pursuits, Terry stops of motorists or pedestrians, arrests, searches, suspect interviews and interrogations, and during any police/citizen contacts that becomes adversarial. However, officers need not activate their cameras when it would be unsafe, impossible, or impractical to do so, but such instances of not recording when otherwise required must be documented as specified in the Use and Documentation guidelines, part (D)(2) (above).
- (b) Officers have discretion to record or not record general citizen contacts.
- (c) Officers have no affirmative duty to inform people that a Portable Audio/Video Recorder is being operated or that the individuals are being recorded.
- (d) Once activated, the Portable Audio/Video Recorder should continue recording until the conclusion of the incident or encounter, or until it becomes apparent that additional recording is unlikely to capture information having evidentiary value. The officer/ investigator having charge of a scene shall likewise direct the discontinuance of recording when further recording is unlikely to capture additional information having evidentiary value. If the recording is discontinued while an investigation, response, or

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*Portable Audio/Video Recorders*

incident is ongoing, officers shall state the reasons for ceasing the recording on camera before deactivating their Portable Audio/Video Recorder. If circumstances change, officers shall reactivate their cameras as required by this policy to capture information having evidentiary value.

- (e) Officers shall not intentionally block the Portable Audio/Video Recorders audio or visual recording functionality to defeat the purposes of this policy.
  - 1. Officers have the discretion of utilizing the mute function on the Portable Audio/Video Recorder when having conversations regarding tactics, operations planning or anything regarded as private and/or confidential.
- (f) Notwithstanding any other provision in this policy, officers shall not use their Portable Audio/Video Recorders to record other agency personnel during non-enforcement related activities, such as during pre- and post-shift time in locker rooms, during meal breaks, or during other private conversations, unless recording is authorized as part of an administrative or criminal investigation.

#### 445.4.1 SPECIAL GUIDELINES FOR RECORDING

Officers may, in the exercise of sound discretion, determine:

- (a) To use their Portable Audio/Video Recorder's to record any police-citizen encounter if there is reason to believe the recording would potentially yield information having evidentiary value, unless such recording is otherwise expressly prohibited.
- (b) To use their Portable Audio/Video Recorder's to take recorded statements from persons believed to be victims of and witnesses to crimes, and persons suspected of committing crimes, considering the needs of the investigation and the circumstances pertaining to the victim, witness, or suspect.

In addition,

- (a) Officers need not record persons being provided medical care unless there is reason to believe the recording would document information having evidentiary value. When responding to an apparent mental health crisis or event, Portable Audio/Video Recorder's shall be activated as necessary to document any use of force and the basis for it, and any other information having evidentiary value, but need not be activated when doing so would serve only to record symptoms or behaviors believed to be attributable to the mental health issue.
- (b) Officers shall use their Portable Audio/Video Recorder's or squad-based audio/ video systems to record their transportation and the physical transfer of persons in their custody to hospitals, detox and mental health care facilities, juvenile detention centers, and jails, but otherwise should not record in these facilities unless the officer anticipates witnessing a criminal event or being involved in or witnessing an adversarial encounter or use-of force incident.

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*Portable Audio/Video Recorders***445.5 DOWNLOADING AND LABELING DATA**

(a) Each officer using a Portable Audio/Video Recorder is responsible for transferring or assuring the proper transfer of the data from his or her camera to the cloud by the end of that officer's shift. However, if the officer is involved in a shooting, in custody death, or other law enforcement activity resulting in death or great bodily harm, a supervisor shall take custody of the officer's Portable Audio/Video Recorder and assume responsibility for transferring the data from it.

(b) Officers shall tag the Portable Audio/Video Recorder data files after the video transfer to storage as soon as practicable, and should consult with a supervisor if in doubt as to the appropriate tag to be used. A few examples listed below but not limited to. Officers should assign as many of the following tags as are applicable to each file:

1. Criminal: The information has evidentiary value with respect to an actual or suspected criminal incident or charging decision above the level of Petty Misdemeanor. The recording has potential evidentiary value for reasons identified by the officer at the time of labeling. Whether or not enforcement action was taken, or an arrest resulted, an officer seized property from an individual or directed an individual to dispossess property.
2. Use of Force/Pursuit: Whether or not enforcement action was taken, or an arrest resulted, the event involved the application of force by a law enforcement officer of this or another agency.
3. Civil/Non-Criminal: The information is related to a civil/non-criminal event or complaint and no criminal investigative action was taken and/or information was provided by the officer directing the complainant to seek remedy in civil court. This could include Mental Health cases.
4. Adversarial/Administrative: The incident involved an adversarial encounter or resulted in a complaint against an officer.
5. Training Value: The event was such that it may have value for training.
6. Unintentional Recording: Footage captured through unintentional activation will be tagged as such for later handling by a supervisor.
7. General: The recording does not contain any of the foregoing categories of information and has no apparent evidentiary value. Recordings of general citizen contacts are not evidence.
8. Search Warrant/Entry: This video footage documents the execution of search warrants whether by Officers, Investigator's or the S.W.A.T Team.
9. K-9 Deployment: This recording is for documenting the use of the K-9 in any event type.
10. Traffic Arrest: The recording is documenting the arrest as a result of a traffic stop whether DWI, warrant or probable cause of traffic violation resulting in an arrest of an individual(s).

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*Portable Audio/Video Recorders*

11. Traffic/Other Citation: The information has evidentiary value where a citation was issued at the time of the contact or was issued after the contact was made and the citation was later issued.
- (c) Annotating and tagging designations may be corrected or amended based on additional information.

**445.6 ADMINISTERING ACCESS TO PORTABLE AUDIO/VIDEO RECORDING DATA**

- (a) Data subjects. Under Minnesota law, the following are considered data subjects for purposes of administering access to Portable Audio/Video Recorder data:
1. Any person or entity whose image or voice is documented in the data.
  2. The officer who collected the data.
  3. Any other officer whose voice or image is documented in the data, regardless of whether that officer is or can be identified by the recording.
- (b) Portable Audio/Video Recorder data is presumptively private. Portable Audio/ Video Recorder recordings are classified as private data about the data subjects unless there is a specific law that provides differently. As a result:
1. Portable Audio/Video Recorder data pertaining to people is presumed private, as is Portable Audio/Video Recorder data pertaining to businesses or other entities.
  2. Some Portable Audio/Video Recorder data is classified as confidential (see C. below).
  3. Some Portable Audio/Video Recorder data is classified as public (see D. below).
- (c) Confidential data. Portable Audio/Video Recorder data that is collected or created as part of an active criminal investigation is confidential. This classification takes precedence over the "private" classification listed above and the "public" classifications listed below.
- (d) Public data. The following Portable Audio/Video Recorder data is public:
1. Data documenting the discharge of a firearm by a peace officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous.
  2. Data that documents the use of force by a peace officer that result in substantial bodily harm.
  3. Data that a data subject requests to be made accessible to the public, subject to redaction. Data on any data subject (other than a peace officer) who has not consented to the public release must be redacted [if practicable]. In addition, any data on undercover officer must be redacted.
  4. Data that documents the final disposition of a disciplinary action against a public employee.



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*Portable Audio/Video Recorders*

5. However, if another provision of the Data Practices Act classifies data as private or otherwise not public, the data retains that other classification. For instance, data that reveals protected identities under Minn. Stat. § 13.82, sub. 17 (e.g., certain victims, witnesses, and others) should not be released even if it would otherwise fit into one of the public categories listed above.
- (e) Access to Portable Audio/Video Recorder data by non-employees. Officers shall refer members of the media or public seeking access to Portable Audio/Video Recorder data to Grand Rapids Police Department Records Division, who shall process the request in accordance with the MGDPA and other governing laws. In particular:
1. An individual shall be allowed to review recorded Portable Audio/Video Recorder data about him- or herself and other data subjects in the recording, but access shall not be granted:
    - (a) If the data was collected or created as part of an active investigation.
    - (b) To portions of the data that the office would otherwise be prohibited by law from disclosing to the person seeking access, such as portions that would reveal identities protected by Minn. Stat. § 13.82, subd. 17.
  2. Unless the data is part of an active investigation, an individual data subject shall be provided with a copy of the recording upon request, but subject to the following guidelines on redaction.
    - (a) Data on other individuals in the recording who do not consent to the release must be redacted.
    - (b) Data that would identify undercover officers must be redacted.
    - (c) Data on other officers who are not undercover, and who are on duty and engaged in the performance of official duties, may not be redacted.
- (f) Access by peace officer and law enforcement employees. No employee may have access to the department's Portable Audio/Video Recorder data except for legitimate law enforcement or data administration purposes:
1. Officers may view stored Portable Audio/Video Recorder video only when there is a business need for doing so. When preparing written reports, members should review their recordings as a resource (See the Officer Involved Shootings and Deaths Policy for guidance in those cases). However, members shall not retain personal copies of recordings. Members should not use the fact that a recording was made as a reason to write a less detailed report
    - (a) Officers are prohibited from reviewing Portable Audio/Video Recorder footage following a police-citizen critical incident that results in great bodily harm or death to a citizen prior to giving a voluntary statement to the investigating authority.
    - (b) Under rare circumstances, when a given fact-set calls for clarification of a critical incident, and with unanimous agreement of the Chief or his/ her

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*Portable Audio/Video Recorders*

designee, the investigating authority, and the prosecuting authority, an involved officer may be authorized to review video prior to or during an investigatory interview of an incident. In the event that pre-statement Portable Audio/Video Recorder footage viewing is authorized, the Chief or his/her designee shall make pre-statement review authorization and the reason for the authorization publicly available upon request.

2. Office personnel shall document their reasons for accessing stored Portable Audio/Video Recorder data in the Evidence.com cloud at the time of each access. Office personnel are prohibited from accessing Portable Audio/Video Recorder data for non-business reasons and from sharing the data for non-law enforcement related purposes, including but not limited to uploading data recorded or maintained by this agency to public and social media websites.
  3. Employees seeking access to Portable Audio/Video Recorder data for nonbusiness reasons may make a request for it in the same manner as any member of the public.
- (g) Other authorized disclosures of data. Officers may display portions of Portable Audio/Video Recorder footage to witnesses as necessary for purposes of investigation as allowed by Minn. Stat. § 13.82, subd. 15, as may be amended from time to time. Officers should generally limit these displays in order to protect against the incidental disclosure of individuals whose identities are not public. Protecting against incidental disclosure could involve, for instance, showing only a portion of the video, showing only screen shots, muting the audio, or playing the audio but not displaying video. In addition,
1. Portable Audio/Video Recorder data may be shared with other law enforcement agencies only for legitimate law enforcement purposes that are documented in writing at the time of the disclosure.
  2. Portable Audio/Video Recorder data shall be made available to prosecutors, courts, and other criminal justice entities as provided by law.

**445.6.1 SPECIAL CONSIDERATIONS OF DATA PRIOR TO RELEASE**

Prior to release of data, a supervisor shall determine if a file is appropriate for release if it contains subjects who may have rights under the MGDPA limiting public disclosure of information about them. These individuals include:

- (a) Victims and alleged victims of criminal sexual conduct.
- (b) Victims of child abuse or neglect.
- (c) Vulnerable adults who are victims of maltreatment.
- (d) Undercover officers.
- (e) Informants.
- (f) When the video is clearly offensive to common sensitivities.

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**Portable Audio/Video Recorders**

- (g) Victims of and witnesses to crimes, if the victim or witness has requested not to be identified publicly.
- (h) Individuals who called 911 and services subscribers whose lines were used to place a call to the 911 system.
- (i) Mandated reporters.
- (j) Juvenile witnesses, if the nature of the event or activity justifies protecting the identity of the witness.
- (k) Juveniles who are or may be delinquent or engaged in criminal acts.
- (l) Individuals who make complaints about violations with respect to the use of real property.
- (m) Officers and employees who are the subject of a complaint related to the events captured on video.
- (n) Other individuals whose identities the officer believes may be legally protected from public disclosure.

Prior to release of Portable Audio/Video Recorder data, the Records Division will consult with the officer/investigator to ensure that any of the above listed persons are potentially on any footage captured by the Portable Audio/Video Recorder.

**445.7 DATA SECURITY SAFEGUARDS**

- (a) All safeguards in place by Evidence.com will meet or exceed required security parameters. In addition:
- (b) Personally owned devices, including but not limited to computers and mobile devices, shall not be programmed or used to access or view agency Portable Audio/Video Recorder data.
- (c) Officers shall not intentionally edit, alter, or erase any Portable Audio/Video Recorder recording unless otherwise expressly authorized by the Chief or his/her designee.
- (d) As required by Minn. Stat. § 13.825, subd. 9, as may be amended from time to time, this agency shall obtain an independent biennial audit of its Portable Audio/Video Recorder program.

**445.8 OFFICE USE OF DATA**

- (a) Supervisors will randomly review Portable Audio/Video Recorder usage by each officer to ensure compliance with this policy
- (b) In addition, supervisors and other assigned personnel may access Portable Audio/Video Recorder data for the purposes of reviewing or investigating a specific incident that has given rise to a complaint or concern about officer misconduct or performance.
- (c) Nothing in this policy limits or prohibits the use of Portable Audio/Video Recorder data as evidence of misconduct or as a basis for discipline.

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*Portable Audio/Video Recorders*

- (d) Officers should contact their supervisors to discuss retaining and using Portable Audio/Video Recorder footage for training purposes. Officer objections to preserving or using certain footage for training will be considered on a case-by-case basis. Field training officers may utilize Portable Audio/Video Recorder data with trainees for the purpose of providing coaching and feedback on the trainees' performance.

**445.9 DATA RETENTION**

- (a) All Portable Audio/Video Recorder data shall be retained for a minimum period of 90 days. There are no exceptions non-evidentiary data.
- (b) Data documenting the discharge of a firearm by an officer in the course of duty, other than for training or the killing of an animal that is sick, injured, or dangerous, must be maintained for a minimum period of one year.
- (c) Certain kinds of BWC or portable audio/video records data must be retained for six years:
  - 1. Data that documents the use of deadly force by an officer, or force of a sufficient type or degree to require a use of force report or supervisory review.
  - 2. Data documenting circumstances that have given rise to a formal complaint against an officer.
- (d) Other data having evidentiary value shall be retained for the period specified in the Records Retention Schedule. When a particular recording is subject to multiple retention periods, it shall be maintained for the longest applicable period.
- (e) Subject to Part F (below), all other Portable Audio/Video Recorder footage that is classified as non-evidentiary, becomes classified as non-evidentiary, or is not maintained for training shall be destroyed after 90 days.
- (f) Upon written request by a Portable Audio/Video Recorder data subject, the office shall retain a recording pertaining to that subject for an additional time period requested by the subject of up to 365 days. The agency will notify the requestor at the time of the request that the data will then be destroyed unless a new written request is received.
- (g) Unintentionally recorded data will not be retained only after the following review.
  - (1) A sergeant is notified by the employee who collected the material.
  - (2) The sergeant will then approach a Police Captain and the Police Chief who will then review the request based on the material, referencing definitions provided in 445.1.1 and considering if the material poses any legitimate law enforcement value. Ultimately, the Police Chief will authorize not retaining the recorded data.

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*Portable Audio/Video Recorders*

**445.10 COMPLIANCE**

Supervisors shall monitor for compliance with this policy. The unauthorized access to or disclosure of Portable Audio/Video Recorder data may constitute misconduct and subject individuals to disciplinary action and criminal penalties pursuant to Minn. Stat. § 13.09 and/or Minn. State Statute 262.8473.



## REQUEST FOR CITY COUNCIL CONSIDERATION

**AGENDA DATE:** April 11, 2022

**AGENDA ITEM:** Consider adopting a resolution accepting a donation of \$500.00 from VFW Auxiliary Post 1720 to purchase Zoll AED Plus supplies as needed

**PREPARED BY:** Captain Andy Morgan

---

### **BACKGROUND:**

Officer Ashley Moran approached the numerous community partners in search of donations to purchase 16 new Zoll Plus (Automated External Defibrillator) AEDs to replace expired AEDs.

To give you some background, all of our officers are trained as Emergency Medical Responders (EMR'S) and respond to all medicals within the city. They have extensive training and advanced equipment for use at medical emergencies. Timely use of AEDs are critical when responding to cardiac events.

Currently we use three different types of AED's in our department, with all being at the end of their life expectancy. Our goal of outfitting all Patrol Units, School Resource Officers and the Community Resource Officer has been achieved.

We are pleased to announce that we received the donation of \$500.00 from the community partner of VFW Auxiliary Post 1720. This support will be used in purchasing AED Pads as needed.

### **ATTACHMENTS:**

### **REQUESTED COUNCIL ACTION:**

Make a motion adopting a resolution accepting a donation of \$500.00 from VFW Auxiliary Post 1720 to purchase Zoll AED Plus supplies as needed

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

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING A DONATION OF \$500.00 FROM VFW AUXILIARY POST 1720 TO PURCHASE ZOLL AED PLUS SUPPLIES AS NEEDED

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

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

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

- VFW Auxiliary Post 1720 has donated \$500.00 to the Grand Rapids Police Department for purchase of Zoll AED Plus supplies as needed

Adopted this 11<sup>TH</sup> day of April, 2022

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

Attest:

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 4/11/2022

**AGENDA ITEM:** Consider adopting a resolution accepting a \$500 donation from Rosenbauer MN, LLC to the GRFD to purchase a memorial for the late James Gibeau

**PREPARED BY:** Travis Cole

---

### **BACKGROUND:**

The Grand Rapids Fire Department recently took ownership of a new fire engine from Rosenbauer. The company and sales agent donated \$500 to be used for a memorial in honor Jim Gibeau.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopted the resolution to accept the \$500 donation from Rosenbauer MN, LLC to be used on a future memorial in honor of James Gibeau.



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

RESOLUTION NO. 22-

A RESOLUTION ACCEPTING A \$500.00 DONATION FROM ROSENBAUER MINNESOTA, LLC TO THE GRAND RAPIDS FIRE DEPARTMENT TO PURCHASE A MEMORIAL FOR THE LATE JAMES GIBEAU

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

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

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

- Rosenbauer Minnesota, LLC has donated \$500 for use by the Grand Rapids Fire Department to purchase a memorial for the late James Gibeau.

Adopted this 11<sup>th</sup> day of April, 2022.

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

Attest:

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 11, 2022

**AGENDA ITEM:** Consider changing Group Base Life & Supplemental Insurance provider.

**PREPARED BY:** Lynn DeGrio

---

### **BACKGROUND:**

Al Roth from the AT Group recently met with Tom Pagel, Barb Baird and myself to discuss options for life insurance. Our currently provider, Unum, is no longer covering new firefighters or new Council members. Met Life is willing to do a “takeover” of our existing plan and will allow Firefighters and Council members to be on the roster. There will be a slight savings in the amount of \$11.72 per month, which is guaranteed for 32 months.

We would also like to change the supplemental life insurance provider from Unum to Met Life, which offers a better plan at a lesser cost to our employees. They are also offering open enrollment for all current employees from May 1, 2022 to June 1, 2022.

### **REQUESTED COUNCIL ACTION:**

Make a motion to change the Group Base Life Insurance and Supplemental Life Insurance from Unum to Met Life effective May 1, 2022 with a special open enrollment period from May 1, 2022 to June 1, 2022.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 11, 2022

**AGENDA ITEM:** Consider a motion to approve the procurement contract with Government Finance Officers Association (GFOA) for Enterprise Resource Planning (ERP) Advisory Services for \$20,000.

**PREPARED BY:** Barb Baird

---

### BACKGROUND:

This procurement is for unbudgeted operations expense in the amount of \$20,000. An opportunity was discussed between the GRPU Business Services accounting team and the City of Grand Rapids Finance Team and to consider a joint request for proposal (RFP) for enterprise resource planning (ERP) software and go into the market in 2022.

The City of Grand Rapids Procurement Policy was followed and two quotes are on file for this requested professional services.

Tom Pagel, City Administrator and Barb Baird have agreed to use the amount that was budgeted for the increase in health insurance that will not be needed due to no increase for 2022.

The GFOA contract was utilized for the professional advisory services as this is a joint contract with the City of Grand Rapids and GRPU. There are no insurance requirements in the GFOA contract.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the procurement contract with Government Finance Officers Association (GFOA) for Enterprise Resource Planning (ERP) Advisory Services for \$20,000.



# Government Finance Officers Association

Research and Consulting Center

Prepared for:



**City of Grand Rapids and  
Grand Rapids Public Utilities Commission  
Minnesota**

## **Enterprise Resource Planning (ERP) Advisory Services**

March 21, 2022

REVISED April 5, 2022



**Government Finance Officers Association**

203 North LaSalle Street, Suite 2700  
Chicago, IL 60601-1210  
312.977.9700 fax: 312.977.4806

April 5, 2022

City of Grand Rapids  
Attn: Barbara Baird  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744

Grand Rapids Public Utilities Commission  
Attn: Jean Lane  
500 SE 4th St.  
Grand Rapids, MN 55744

EMAIL: [bbaird@ci.grand-rapids.mn.us](mailto:bbaird@ci.grand-rapids.mn.us) / [jmlane@grpuc.org](mailto:jmlane@grpuc.org)

Dear Barbara and Jean

The Government Finance Officers Association (GFOA) is pleased to present this revised proposal to the City of Grand Rapids and the Grand Rapids Public Utilities Commission (collectively “the City”) to assist with the City’s business process improvement and ERP replacement project. We understand the great opportunity that an ERP system/finance replacement project provides and focus on using that chance to make lasting improvements to policies, business processes, and outcomes for the City. We also understand the challenges of upgrading from a system that hasn’t been upgraded in a while and the need to both modernize processes and policies along with technology. Our approach, focused on governance, readiness, and process improvement will meet the City’s needs to get stakeholders from across the City (including from both the Public Utilities Commission and the City) engaged early, demonstrate results, and build momentum for the technology implementation.

GFOA is a 501(c)3 non-profit association with 21,000 members representing nearly 10,000 local governments. As one of the premier membership associations for public-sector professionals, GFOA can offer independent, objective, and best practice focused consulting services consistent with our mission to improve government management. Over 600 governments, have found value in our experience, expertise, and detailed approach to ERP projects.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael J. Mucha".

Michael J. Mucha  
Director, Research and Consulting Center  
Government Finance Officers Association

Phone: 312-977-9700  
Fax: 312-977-4806  
Email: [mmucha@gfoa.org](mailto:mmucha@gfoa.org)

Washington, DC Office  
660 N. Capital Street, NW ● Washington, DC 20001 ● 202.393.8020 fax: 202.393.0780  
[www.gfoa.org](http://www.gfoa.org)



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## Section I – GFOA Qualifications

The Government Finance Officers Association (GFOA) is the premier association for public sector finance professionals in the United States and Canada. Founded in 1906, GFOA currently has over 21,000 members that look to GFOA as the gold standard for identifying, developing, and communicating leading practices in government management. As a non-profit organization, GFOA’s mission is to promote excellence in state and local government financial management. GFOA accomplishes this mission by identifying and developing policies and practices and promoting them through education, training, consulting and leadership.

GFOA’s Research and Consulting Center (RCC) is nationally recognized for its comprehensive analytical and advisory services, as well as for research on issues specific to state and local governments’ financial, human resource, procurement, payroll and operational management. Since beginning operations in 1977, the RCC has assisted hundreds of cities, counties, public utilities; and other forms of government to create best practice solutions to meet their unique challenges. Approximately 20 years ago, GFOA began consulting for enterprise resource planning (ERP) system assessments, procurement, contract negotiation, and implementation advisory services. GFOA has built a reputation as the unparalleled leader in the field of providing objective, independent advice for ERP procurement and implementation projects. Our approach to ERP projects focuses on business process improvement, effective governance, and building organizational readiness throughout each stage of the procurement process. In addition to our consulting projects, we frequently teach our approach as part of GFOA’s training program and in some cases even other consulting firms have used GFOA templates and past consulting deliverables to leverage our lessons learned and market leading formats.

**GFOA’s strategic mission is to improve state and local government financial management**

GFOA does not implement software. We also have no desire or incentive to make recommendations that increase our services and costs on the project. Our focus is exclusively on providing honest and unbiased recommendations to our clients and leveraging our experience to help all public-sector organizations with informed ERP guidance. The ERP market has undergone significant change in recent years and governments are increasingly more reliant on technology to implement financial management best practices. In addition, because of the growth in “cloud” and the importance of these systems on the overall administration of local government, these technologies continues to evolve. With our consulting experience and continued research, GFOA has been able to improve










its approach and generate additional value for our clients through reduced costs, reduced risk, and best practice recommendations to improve not only technology, but also business process.

GFOA’s strategic plan identifies four primary roles for our organization. We are a resource, an educator, a facilitator, and an advocate. With this project, our consulting services will draw upon each role to provide value for the City and provide a unique set of services that only GFOA can bring.

Specifically for the City, we aim to mix “traditional” consulting with ongoing education sessions, coaching, and a role as a strategic guide allowing the City to take greater responsibility for tasks within the project, lowering overall consulting costs, and improving changes that the project will be successful.

 <b>GFOA Strategic Focus</b>	
 <b>Resource.</b>	<b>GFOA brings many resources to this project.</b> Our best practices, ever-evolving templates, lessons learned, tools, and most importantly, our knowledgeable consultants.
 <b>Educator.</b>	GFOA prioritizes training throughout our consulting approach. <b>We want you to be successful and we understand that means having the information, skills, and perspective necessary at the City and for the long-term.</b> Our consultants will provide training on the ERP market, process analysis, ERP proposal evaluation, implementation, project management, and more to help increase your change of long-term success.
 <b>Facilitator.</b>	<b>GFOA’s strength is in our network</b> of past clients and overall members. We know every government is different and that every project has a unique set of circumstances. We also know that everyone can learn something from others that have just gone through something similar. GFOA’s consultants will be your conduit to this network.
 <b>Advocate.</b>	Above all else, <b>GFOA will be your advocate.</b> We will champion best practices. We will work to identify and mitigate risk. We will also work hard to ensure you get the best deal possible from your vendor that allows this ERP project be an investment that the City can benefit for many years.

### Other Products and Services

GFOA also provides many services to members and other government managers in addition to consulting services. Our consulting services complement and utilize much of our research knowledge and membership network to deliver current, relevant, and





proven strategies. The same consultants who regularly advise clients also research and write white papers and journal articles, author and edit publications, conduct training, coordinate GFOA’s annual conference, and staff best practice committees.

- **Industry Standard Publications:** GFOA staff prepare the industry’s leading publication to guide governmental accountants on all standards and financial reporting guidance. *Governmental Accounting, Auditing, and Financial Reporting* (The “Blue Book”) is published by GFOA and GFOA consultants and clients have ready access to GFOA’s technical experts throughout the project for any complex accounting or financial reporting questions as we work through business process change, chart of account configuration, or system set up challenges.
- **Other Research and Publications:** GFOA conducts ongoing research with its member network and communicates information on leading practices, lessons learned, and trends in financial management such as technology utilization and governance. GFOA currently has over 40 titles available. The following is a sampling of products recently written by GFOA consultants.



- **Technologies for Government Transformation: ERP Systems and Beyond**
- **IT Budgeting and Decision Making: Maximizing Your Government’s Technology Investments**
- **Financial Foundations for Thriving Communities**



- **Government Finance Review:** GFOA consultants also regularly contribute articles and serve as reviewers for GFOA’s bi-monthly publication, *The Government Finance Review*, along with other leading journals, books, and white papers.
- **Best Practice Committees:** GFOA has seven standing committees made up of leading finance professionals from governments throughout the United States and Canada that meet regularly to develop best practices to promote and guide sound financial and overall government management.
- **Annual Conference and Training:** GFOA’s Annual Conference attracts approximately 5,000-7,000 government finance professionals and provides a forum to discuss innovative practices, learn best practice examples, network with peers, and interact with exhibitors. GFOA also provides ongoing training seminars throughout the country to assist members with continued professional development. GFOA consultants are regular trainers at these seminars including seminars on ERP procurement, project management, and best practices in ERP implementation.



## Section II – Project Staffing

All GFOA consultants assigned to this project will have multiple years of experience with similar projects, continually conduct market research, and have prior public sector work experience.

**All GFOA consultants have held positions within local government and have prior experience leading ERP projects similar to this engagement.**

All GFOA consultants have managed projects similar to this engagement. As a result, our consultants are able to understand your unique needs and future goals, and help provide recommendations and advice from within the team. We understand the current market and will work to transfer that knowledge to the City so it not only creates a recommended plan for implementation, but also so that implementation of that plan is successful.

**All of our consultants approach projects with similar goals.**

- 1) Understand your needs and challenges and work with you to meet project goals**
- 2) Provide accurate, timely, and relevant information and gain your trust as a key member of your team.**
- 3) Provide honest recommendations that are solely influenced by the best interests of the City**
- 4) Serve as the City’s advocate throughout the project. In both short and long-term, we will be a passionate champion for best practice and ensuring the City gets the best possible project outcomes.**

Bios for GFOA consultants are available under the “staff directory” at [www.gfoa.org](http://www.gfoa.org).



## Section III – Project Scope

ERP system implementations offer much promise for improving business processes, empowering employees with tools to become more effective, and ultimately transforming the entire organization. With improvements in technology and market trends favoring “cloud technologies,” this shift not only includes business process, but also risk management, organizational roles, and governance. However, implementation of these systems is a complex effort and many organizations struggle to realize many of the promised benefits. Organizations must be prepared to engage with software vendors by ensuring that key implementation prerequisites are complete. This “readiness” work includes making many decisions upfront on the project goals, scope, requirements, and definition of project success. For the City, we envision a project where staff from the City of Grand Rapids and the Public Utilities Commission work together to identify potential efficiencies, standardize processes (where possible), and support each other to mitigate project risks and develop a future vision that benefits both organizations. However, we also recognize that both organizations work to provide different services, and may need different business processes, project goals, or decision structures.

GFOA’s scope and services are organized into five major tasks. Within each task we have identified a scope of work that is associated with set deliverables and milestone payments. To execute each, GFOA consultants will work collaboratively with city staff relying on staff to complete work along towards information gathering, project documentation, and meeting facilitation along with GFOA consultants. GFOA views every project as a partnership with our client and we aim to work together as a team to address project risks, issues, recommendations and build momentum for realizing success.

- Task 1: Project Planning and Management
- Task 2: Process Analysis / Plan of Action
- Task 3: RFP Development
- Task 4: System and Vendor Selection
- Task 5: Contract Negotiations

Each phase and task, along with their related deliverables is detailed below.

### Task 1: Project Planning and Management

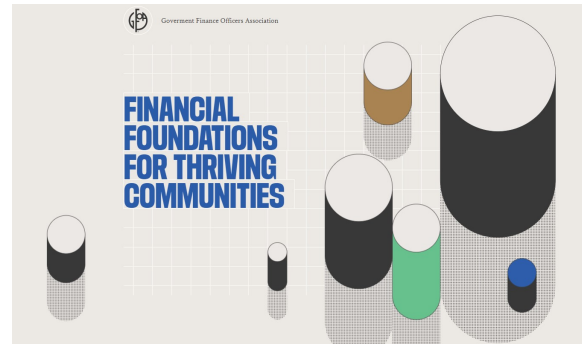
No project can be successful without proper planning and tools to manage the effort. Working together, the GFOA and the City project manager will prepare the following tools that will be essential to project coordination.

- **Governance Support** – GFOA recognizes that the success of any large enterprise project depends on the ability to adapt to the changes that technology brings to both business process and organizational culture. We also understand that any



enterprise system is not owned or controlled by one department in the organization, or in the case of the City – one legal entity (assuming potential for one joint system). We are proposing to assist the City with the development of a governance structure for the project that would work to describe executive leadership, cooperation expectations between various departments and leadership for the City and Public Utilities Commission.

This would include identifying the model for a steering committee, project team, and any business process improvement functions. GFOA will utilize recent research as part of our “Financial Foundations for Thriving Communities” Initiative to help inform the governance structure and change management



function for this project. Our Financial Foundations Framework identifies five (5) key pillars of effective and sustainable management. Each pillar includes different leadership strategies and/or institutional design principles that we have found translate exceptionally well to ERP governance. Understanding that local governments cannot order people to collaborate, leadership strategies help inspire pride and public support for a strong financial foundation. Institutional design principles, meanwhile, are the “rules of the road.” They provide the context for leadership strategies and ensure continuity of good financial practices through changes in leadership. For more information, please visit <http://gfoa.org/financial-foundations>.

- **Project Team Set Up** - GFOA will help the City prepare for analysis meetings by providing resources to assist in identifying process investigation teams (“PIT Crews”). These PIT Crews will be made up of representative stakeholders from various departments to help bring an “enterprise-wide” focus to existing business processes and system functions. We consider this approach a critical element in the long-term success of the project and will help initiate teams and begin planning for overall involvement throughout the City’s project.
- **Project Plan** – GFOA will prepare a project plan in Microsoft Project. This document identifies all the detailed tasks for the project, the person responsible for executing those tasks, the estimated time required to complete them, and any dependencies that a given task may have relative to other tasks.
- **Project Documentation** - If the City uses a website or other collaboration tool for project and document management, we will discuss early on in the project how we can use this for sharing documents and information across the larger project team. If desired, GFOA can also host a website with collaboration tools specifically for this project.



- **Project Management / Transformation Governance** – GFOA will participate in regular project management meetings and provide a regular (monthly) status report for the project. We expect our project manager to serve as a coach, guide, and advisor throughout the project. They will maintain regular communication to address issues, point out risks, provide lessons learned, and ultimately work to help the project be a success. As part of our ongoing project management services, we will help prepare any communications, attend council meetings, or help delivery key messages to City stakeholders throughout the project to help reinforce key messages or provide support to identified business process improvements.

***Project Deliverables***

1. Project Management Documents
  - a. Project Charter
  - b. Project Goals
  - c. Project Plan
  - d. Staffing Readiness
  - e. Collaboration Website (Basecamp)
  - f. Status Report Template
  - g. Ongoing Readiness and Project Support Recommendations

## **Task 2: Process Analysis / Plan of Action**

Many consulting firms take the approach to wait on business process improvement activities until after the software vendor is on board. GFOA strongly disagrees with this approach. Relying 100% on software vendors to develop a to-be definition requires the City to buy software prior to truly identifying its needs. Software vendors also will focus on configuring software and are prone to re-creating existing (bad or outdated) processes in the new system. Our experience with software vendors can point to countless examples where this has occurred. We very much commend the City on beginning business process documentation efforts. Our proposal includes services for GFOA to assist City staff in identifying major business process changes and preparing to-be documentation that can be used to communicate scope for a new system. For this effort, we will use the City’s current “as-is” process documentation or can coach the City on completing documentation (if not already complete). GFOA will facilitate meetings, convene focus groups, and interview staff individually to discuss and help determine the future state (to-be) process. Throughout this phase, we expect City participation in providing feedback, making decisions, and beginning to work on potential process changes.

GFOA will provide analysis on the processes listed below.



Process List	
Process	Task / Topics
Accounting	<ul style="list-style-type: none"> <li>• Chart of Accounts</li> <li>• Funds Management</li> <li>• General Ledger Transactions</li> <li>• Grant / Project Tracking</li> <li>• Financial Reporting</li> </ul>
Budget	<ul style="list-style-type: none"> <li>• Operating Budget</li> <li>• Capital Improvement Planning (CIP)</li> <li>• Capital Budget</li> <li>• Budget Adjustments / Amendments</li> </ul>
Procure – Pay	<ul style="list-style-type: none"> <li>• Vendors</li> <li>• Purchase Requisitions               <ul style="list-style-type: none"> <li>○ RFP / RFI / RFQ</li> </ul> </li> <li>• Purchase Orders / Contracts</li> <li>• P-cards</li> <li>• Change Order</li> <li>• Receiving               <ul style="list-style-type: none"> <li>○ Inventory / Warehouse</li> </ul> </li> <li>• Accounts Payable</li> <li>• Travel Reimbursement</li> </ul>
Customer Billing	<ul style="list-style-type: none"> <li>• Customer File</li> <li>• Online Bill Pay</li> <li>• Billing</li> <li>• Accounts Receivable</li> </ul>
Treasury	<ul style="list-style-type: none"> <li>• Cash Receipts               <ul style="list-style-type: none"> <li>○ Online payments</li> </ul> </li> <li>• Interface to External Systems (Parks and Rec)</li> <li>• Disbursements</li> <li>• Interest Allocation</li> <li>• Bank Reconciliation</li> </ul>
Asset Management	<ul style="list-style-type: none"> <li>• Asset Acquisition</li> <li>• Asset Tracking</li> <li>• Transfer / Disposal / Retirement</li> <li>• Work Order               <ul style="list-style-type: none"> <li>○ Service Requests</li> <li>○ Work Orders / Scheduling</li> <li>○ Preventative Maintenance</li> <li>○ Asset History</li> </ul> </li> </ul>
Human Resources	<ul style="list-style-type: none"> <li>• Positions</li> <li>• Employee File</li> <li>• Benefit Enrollment</li> <li>• Personnel Evaluations</li> <li>• Disciplinary Actions / Grievance</li> </ul>



Process List	
	<ul style="list-style-type: none"> <li>• Risk Management (Injury / Workers Comp)</li> </ul>
Personnel Actions	<ul style="list-style-type: none"> <li>• Recruitment</li> <li>• New Hire</li> <li>• Personnel Actions (Salary Adjustment / Position Change)</li> </ul>
Time Entry – Payroll	<ul style="list-style-type: none"> <li>• Time Entry</li> <li>• Time Approval</li> <li>• Payroll Calculations</li> <li>• Payroll Processing</li> <li>• Leave Management (FMLA)</li> </ul>
Utility Billing	<ul style="list-style-type: none"> <li>• Customer Service</li> <li>• Service Billing               <ul style="list-style-type: none"> <li>○ Electric</li> <li>○ Water</li> <li>○ Solid Waste</li> </ul> </li> <li>• Customer Payments</li> <li>• Service Requests / Work Orders</li> </ul>

**Project Deliverables**

2. Process Analysis and Action Plan
  - a. Observations and Recommendations (Review of Existing Documentation)
  - b. To-Be Project Documentation for RFP

**Task 3: Develop Request for Proposal (RFP)**

In this phase, GFOA will provide a completed detailed Request for Proposals (RFP) template for the City to use for both the City and Public Utilities Commission. The GFOA RFP format is designed to remove disparity between proposals and to provide as close to an apples-to-apples comparison as possible. In addition, GFOA develops all RFP’s with the end goal in mind – a successful contract that mitigates risk and leads to a successful project.

When complete, the RFP document will incorporate information developed with many of the other deliverables from this project including:

- 1) Procurement terms and conditions
- 2) Detailed vendor response templates
- 3) Templates to build core elements of vendor statement of work
- 4) Functional Requirements
- 5) Interface Definition
- 6) Technical Documentation



- 7) Key Objectives / Goals / Critical Success Factors for the Project
- 8) Service Level Agreements
- 9) Other information necessary for vendors to prepare detailed response that meets the City's needs.

GFOA maintains a list of ERP vendors, implementation partners, and others in the industry. We will help publicize the City's RFP to get the most competitive response.

A key part of the RFP will be the development of detailed functional requirements that will be important throughout the selection project and throughout implementation. For the processes that are determined to be in scope, GFOA consultants will work with City staff to review, validate and ultimately make decisions on the high-level to-be process definition and those requirements that will serve as a tool for accountability going forward.

GFOA focuses functional requirements development on business process and will prepare requirements in the form of testable use cases that will have value beyond the procurement phase. At each step in the business process we will determine both the system requirements and implementation requirements and document those using a Microsoft Excel template that is aligned to our process maps that will be included in the eventual RFP. Requirements development focuses on functional requirements that define "what" needs to be completed (such as tasks, outputs, interfaces, calculations, processing, etc.) and not on "how" the system or the organization handles tasks currently. This allows for future improvement and full utilization of the system tools and built in processes to make the City more efficient. Where possible, we will work to complete requirements that work and can be managed between both organizations, but expect requirements to apply to the City, Public Utilities Commission, or both.

*At this stage in the process, it is important for the business process improvement decisions to be made so the RFP can present a clear direction for the City's project. While every ERP system has slightly different ways of completing business process transactions and the full business process can't be defined at a fine level of detail without the assistance of system consultants, the overall direction and high-level understanding of the process is important to communicate.*

It is expected then that the requirements serve as the base document that establishes a template for proposal comparisons, the scope of the implementation project, the base level criteria for user acceptance testing, and the standard for post implementation warranty.

**Note: GFOA is currently planning on issuing one RFP that would serve both the City and Public Utilities Commission. However, if the City and Public Utilities Commission determine that it is in its best interested to issue two separate RFPs for an ERP system, GFOA can prepare both documents at no additional charge as long as documents are being prepared at the same time.**





**Project Deliverables**

- 3. RFP Package
  - a. RFP Document
  - b. Functional Requirements

**Task 4: Evaluation and Selection of Vendor (OUT OF SCOPE)**

*GFOA will assist with Task 4 as directed by City staff. All services proposed under Task 4 will be billed at an hourly rate and GFOA will communicate with the City on where GFOA can have the most value in assisting with vendor selection activities. The following description identifies the approach that GFOA recommends the City take and provides options for how GFOA could be involved.*

GFOA’s system selection and procurement methodology relies on principles of fairness, attention to detail, and competition, yet remains flexible enough to adapt to local procurement laws or other unique situations. In addition, the approach is continually enhanced by feedback from the hundreds of public sector clients that we work with, our own staff experience, and the vendor community. We strive to get the best deals for our clients and often go against what the vendor’s describe as “industry standards.”

Through defined steps, vendors will be evaluated and scored according to pre-defined criteria with the top vendors moving on to compete at the next step. Each step is an opportunity to negotiate terms, address risks, and provide methods for holding stakeholders accountable. Overall, our approach is focused on identifying and mitigating risks throughout the procurement process. GFOA’s RFP template provides the opportunity to focus the evaluation on key risk factors in the implementation and separates actual proposal from marketing buzzwords. GFOA’s standard evaluation process includes the three steps described below.

**Step 1: Initial Proposal Assessment and Base Presentation**

Upon receiving the written proposals from vendors, the City’s project team will begin an assessment and analysis of all proposals. GFOA will assist with this assessment by reviewing proposals and providing initial comments on potential risks, issues, and any significant weaknesses/gaps and/or strengths. The purpose of this initial analysis is to determine which vendors will be elevated for the “Base presentation” to highlight aspects of the proposal. Each “Base Presentation” will consist of a short (60-90 minute) presentation and question and answer session with each vendor. This purpose of this is to provide an initial opportunity for interaction, clarify any necessary proposal



information, and provide an opportunity for vendors to highlight differentiating features.

GFOA expects that after this initial presentation, the City will elevate a limited number of proposals for demos and more extensive interviews.

### ***Step 2: Demos and Interviews / Thorough Proposal Assessment***

After elevation, GFOA will provide a thorough analysis of any elevated proposals and work to prepare develop detailed demo scripts for each vendor. Demo scripts are based heavily on the requirements and business process decisions built in early tasks. Also, GFOA's approach to software demos provides a focus on implementation activities. Typically time devoted to implementation and demo is split 50/50. GFOA believes that it is critical for vendors to explain HOW the software will be implemented along with the features of the software. The greatest system in the world will not be useful if it is not configured and implemented correctly to meet the needs of the organization.

Our approach to software demos and interviews differentiates GFOA and demonstrates our dedication to continually evolve our approach to a changing ERP market. As software features become more mature, it is less important for governments to evaluate "if" it will work. However, since most of the risk comes from implementation, we work through a series of business process case studies, sample "workshops," and implementation resource interviews to make sure you can effectively evaluate the knowledge and skills of the proposed implementation team.

GFOA will work with the City's project manager to facilitate the demos and interviews with each vendor. In this role, GFOA would participate in demos to ask questions, take notes, and provide feedback to the City. However, we would expect the City's assistance in facilitating the demos. GFOA expects that after this first round of software demos and interviews, the City elevate two vendors.

### ***Step 3: Discovery***

Discovery acts as the City's final opportunity to clarify unresolved issues before it makes its final elevation. Prior to Discovery, GFOA will develop a Request for Clarification (RFC) letter for each vendor that was elevated. Then, during Discovery, each remaining vendor is invited back on-site for one more day of presentation. During this presentation, any remaining issues with software functionality, implementation approach, data conversion, or scope are clarified and vendors are asked to make any necessary revisions to their proposal. The main focus of this session is to plan the implementation so that the City and vendor can later develop a detailed statement of work. GFOA will facilitate the Discovery session for two proposal teams. Additionally, by clarifying outstanding issues at Discovery, development of the statement of work becomes easier. At the conclusion of Discovery, the City will enter contract negotiations with one vendor.



GFOA expects that after Discovery, the City identify a finalist vendor. If it is not possible for the City to identify a finalist vendor, GFOA will facilitate additional clarification rounds.

***Project Deliverables***

- 4. System and Vendor Selection
  - a. Evaluation Criteria
  - b. Initial Proposal Assessment
  - c. Base Presentations
  - d. Demo Scripts
  - e. Demo Facilitation and Notes
  - f. Request for Clarification Letters

**Task 5: Contract Negotiations (OUT OF SCOPE)**

GFOA can be involved with the negotiation of any applicable software license contract, software maintenance agreement, hosting / SaaS agreement or implementation services agreement. In addition, GFOA can lead the development of the statement of work. The statement of work is the critical document that outlines responsibility for the implementation. GFOA will ensure that the City’s statement of work is defined to a fine level of detail to prevent any unnecessary issues or misunderstandings during implementation.

Also, for cloud contracts, it is essential that the City identify and negotiate appropriate service level agreements and other contractual provisions that establish performance standards and identify role responsibility. GFOA will take the lead in establishing this documentation. GFOA assumes that the City will be negotiating one contract (or a contract for one proposal if that proposal contains multiple contracts for software, implementation, hosting, etc.).

***Project Deliverables***

- 5. Contract Negotiations
  - a. Completed Contract Documents



## Section IV – Cost and Timeline

GFOA is available to begin projects when the City would be ready. Based on the timeline identified by the City, we anticipate a late April / Early May project start which would allow for RFP release in early fall 2022. Implementation of a new system would begin in early 2023.

We start every project by gather documents and becoming more familiar with the City’s policies, structure, and overall background information while we are preparing the project plan an initial agendas.

Proposed Schedule	Project Start = May 2022																
	5	6	7	8	9	10	11	12	1	2	3	4	5	6	7	8	
Task 1: Project Planning																	
Task 2: Process Analysis																	
Task 3: RFP Development																	
Task 4: Vendor Selection																	
Task 5: Contract Negotiations																	
Task 6: Implementation																	



## Pricing

Unless noted, all pricing is provided as a fixed fee based on completion of milestones. GFOA will invoice for project deliverables upon completion of project deliverables. We also understand that projects may face delays, require additional analysis than what was originally planned, or may require additional effort to address risks as they come up during the project. We commit to honoring our fixed price to deliver a successful project.

### Tasks 1-3

Task/Deliverable	Milestone	Price
<b>1</b>	<b>Project Planning</b>	
1	Project Management Documents	\$5,000
NA	Ongoing Project Management (Hourly at \$250/hour	NTE \$15,000
<b>2</b>	<b>Process Analysis / Plan of Action</b>	
2-A	Process Analysis	\$5,000
2-B	To-Be Vision	\$7,500
<b>3</b>	<b>Develop RFP</b>	
3-A	RFP Template	\$5,000
3-B	Functional Requirements	Included
	Travel Reimbursement	\$2,500
<b>TOTAL NOT-TO-EXCEED PRICE for Tasks 1-3</b>		<b>\$40,000</b>

### Tasks 4-5 (Currently out of scope)

Task/Deliverable	Milestone	Price
<b>4</b>	<b>Evaluation and Selection of Vendor</b>	
HOURLY	Hourly at \$250/hour	NTE \$15,000
<b>5</b>	<b>Contract Negotiations</b>	
5	Contract Negotiations	\$7,500
-	<b>Travel</b>	
	Travel Reimbursement	\$2,500
<b>TOTAL NOT-TO-EXCEED PRICE for Tasks 4-5</b>		<b>\$25,000</b>

*Note: GFOA’s pricing includes at travel estimate of \$5,000 for the entire project. At the conclusion of Tasks 1-3, GFOA would bill the City of actual travel costs up to a not-to-exceed limit of \$2,500. Similarly, at the end of the project, GFOA would bill the City of any travel cost for task 4-5 that exceed \$2,500. Any travel costs in excess of \$2,500 for each phase grouping would be the responsibility of GFOA.*

*Use of the Ongoing Project Management resources (NTE \$15,000) would be for additional requests or unique tasks outside of the scope listed in this proposal related to ongoing project governance, business process improvement, policy development, or change management concerns on the project. Prior to using any resources in this area, GFOA would get approval from the City or Grand Rapids Public Utility and price separately costs for the City and Public Utility.*



## Contract Requirements

GFOA would like to add the following to any future agreement.

- GFOA is a nonprofit membership association made up of members representing organizations like the City. Therefore, the GFOA's liability and indemnification under any agreement reached with your organization will be limited to the extent of claims paid by insurance coverage currently in force.
- The City's staff will be reasonably available for interviews and will participate in the project as agreed upon and appropriate. The City agrees not to cancel meetings once established (which would increase our travel costs).
- Unless otherwise stated, the City agrees to confirm acceptance of deliverables within a mutually agreed upon number of business days. If a deliverable is not accepted, the City must state in writing to the GFOA Project Manager the changes needed to the deliverable to gain acceptance.
- The GFOA conducts the majority of the engagement work on a fixed-fee engagement, where payment is due upon completion of deliverables. If any work is to be billed using a time and expense method, the time and expense portion of the engagement will be billed on a monthly basis at the hourly rate of \$250/hour, unless otherwise noted.
- When performing work on-site, GFOA staff will be provided appropriate workspace and access to copiers, projectors, workspace, and miscellaneous office supplies if necessary.
- GFOA is scoped to prepare one RFP document and conduct the evaluation process for that one RFP. If it is determined to be in the City's best interested to release multiple RFPs, GFOA will develop those RFPs at no additional cost. Proposal evaluation and system selection services for multiple RFPs may require additional cost depending on timing.
- As an educational, nonprofit, professional membership association, the GFOA reserves the right to publish non-confidential documents describing the results of, or created during, the services described in this scope of work. The GFOA will not publish any item with the name of the City without obtaining prior written consent of the government.
- The City recognizes that GFOA's role is to provide information, analysis and advisory services. As such, GFOA bears no responsibility for the performance of the software, hardware, or implementation service suppliers.

## Master Services Agreement

This MASTER SERVICES AGREEMENT (“Agreement”) is entered into as of \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) by and between City of Grand Rapids, a municipal corporation with its principal place of business at 420 N Pokegama Ave, Grand Rapids, MN (“Government”), and the Government Finance Officers Association of the United States and Canada, an Illinois not-for-profit corporation, having its offices at 203 North LaSalle Street, Suite 2700, Chicago, Illinois 60601 (“GFOA” or “Consultant”). Government and GFOA are collectively referred to herein as the “parties” and each individually as a “party”.

### Recitals

WHEREAS, Government desires to contract with GFLOA to provide Services, as defined herein, based on the terms and conditions as set forth in this Agreement; and GFOA agrees to provide such Services, as defined herein, to Government, based on the terms and conditions as set forth in this Agreement.

### Agreement

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein set forth below, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated in this Agreement by reference and made a part hereof.
2. **Consulting Services.**
  - a. **Statements of Work.** GFOA shall, in accordance with the terms of this Agreement, perform the services and provide the Deliverables (as defined below) described in, and shall invoice Government for services rendered according to the schedule outlined in, any “Statement of Work” (also referred to herein as an “SOW”) executed by the parties in writing from time to time that references and incorporates the terms of this Agreement (all services that GFOA performs, or is obligated to perform, under this Agreement and any SOW are collectively referred to as the “Services”). Each SOW shall include a detailed description of the deliverables and other materials to be developed or created by GFOA for the benefit of Government (collectively, the “Deliverables”). All SOWs shall be incorporated in this Agreement immediately upon execution by both parties and shall be deemed as accepted under the terms of this Agreement as of the Effective Date. If Government and GFOA commence work prior to signing a SOW, the parties agree that the completed SOW is incorporated in this Agreement, shall be deemed as accepted under the terms of this Agreement as of the Effective Date, and shall apply to the Services provided prior to signing the SOW. The initial SOW between the parties is attached hereto as Exhibit A and incorporated herein by reference.
  - b. **Change Orders.** Government may, from time to time, request in writing changes to a SOW. Upon Government’s written request to modify the SOW, GFOA will submit a written proposal stating whether it believes it can make the changes and, if so, the estimated cost and schedule for delivery. If Government authorizes such written proposal, the parties shall reasonably describe the change and outline the modified terms to the applicable SOW in a written change order signed by an authorized representative of each of the parties (a “Change Order”). Any Change Order shall be incorporated by reference and attached as an appendix to the applicable SOW.

- c. Contacts.
- i. GFOA shall assign an engagement manager (“GFOA Engagement Manager”) to serve as Government’s primary contact with respect to the Services. The GFOA Engagement Manger will be responsible for overseeing the Services and addressing any issues or concerns raised by Government with respect to this Agreement or the Services. GFOA’s initial GFOA Engagement Manager is Mike Mucha, GFOA Director, Research and Consulting.
  - ii. Government shall appoint an appropriate employee with authority to make decisions with respect to this Agreement and the Services to serve as GFOA’s primary point of contact with respect to this Agreement and the Services (“Contract Administrator”). Government’s initial Contract Administration is Barbara Baird, Director of Finance.
- d. Standard of Work. GFOA shall verify that each GFOA employee or contractor assigned to perform the Services is competent and qualified to provide such Services. The performance of the Services pursuant to the terms of this Agreement shall conform to commercially acceptable professional standards in the field of public finance. GFOA shall use commercially reasonable efforts to formulate opinions and create information upon which the Government may reasonably rely. The substance of such opinions and information, however, is not guaranteed by GFOA to be free from omission or errors except insofar as such errors or omissions occur as a result of gross negligence or willful misconduct by GFOA.
- e. Order of Precedence – Services. In the event there is a conflict between this Agreement and a SOW, the applicable SOW will control if it specifically refers to the conflicting provision in this Agreement. In the event there is a conflict between a Change Order and this Agreement or a SOW, the Change Order will control if it specifically refers to the conflicting provision in this Agreement or the SOW, as applicable.

### 3. **Proprietary Materials.**

- a. Work Product. As used in this Agreement, “Work Product” means all Deliverables developed, produced, or created by GFOA (including its employees and contractors) for Government as part of the Services and pursuant to this Agreement and any SOW including, without limitation, all reports, presentations and related materials; provided, however, Work Product does not include any GFOA Materials included or incorporated in the Deliverables.

All Work Product (excluding any GFOA Materials included or incorporated therein), upon payment of all undisputed corresponding amounts due to GFOA hereunder, shall belong solely and exclusively to Government, and Government shall have exclusive title and ownership rights, including all intellectual property rights, in and to such Work Product. To the extent that exclusive title or ownership rights may not originally vest in Government as contemplated herein, GFOA hereby assigns to Government all right, title and interest, including all intellectual property and ownership rights, in such Work Product. To the extent permitted under the U.S. Copyright Act (17 USC §101 et seq., and any successor statute thereto), the Work Product will constitute “works made for hire,” and the ownership of such Work Product will vest in Government at the time they are created. In any event, GFOA agrees to assign and transfer to Government, without separate compensation, all right, title and interest that GFOA may now or hereafter have in or to the Work Product, including, without limitation, all copyright, trademark, trade secret, patent and other intellectual property and proprietary rights therein. To the maximum extent allowed, GFOA irrevocably and unconditionally waives, in perpetuity, any rights GFOA may have with respect to the Work Product under any law relating to “the moral rights of authors” or any similar law throughout the world.



- b. Government Materials. As between the parties, Government shall own all right, title, and interest in and to all content, information, data, information, ideas, concepts, visions or other materials supplied by or on behalf of Government to GFOA in connection with this Agreement (collectively, the “Government Materials”).

GFOA shall acquire no right, title, or interest hereunder to the Government Materials, except that Government grants GFOA a limited, revocable, non-exclusive, non-transferable license (strictly in accordance with this Agreement and the applicable SOW and the purposes reasonably inferable to have been intended thereby) to use the Government Materials during the term of the applicable SOW, solely as necessary and appropriate for the performance of GFOA’s duties and provision of Services to Government under such SOW.

- c. Retained Rights. Government acknowledges that GFOA conducts ongoing research and consulting services for other governments and clients and has accumulated expertise in this field. Notwithstanding anything set forth in this Agreement to the contrary and the foregoing provisions of this Section 3, GFOA will retain all right, title and interest in and to all GFOA Materials and all GFOA Materials are, and shall remain, GFOA’s sole and exclusive property. For purposes of this Agreement and any SOW, “GFOA Materials” means all methodologies, ideas, concepts, processes, techniques, tools, solutions, trade secrets, research data, databases of information and specialized database applications, software applications, computer programming and/or coding, and other materials, information and know-how developed by GFOA or any of its contractors or affiliates prior to the execution of this Agreement, during the Term of this Agreement or independent of the Services being provided under this Agreement or any SOW. Government shall not have or obtain any right or title to or interest in the GFOA Materials (or in any modifications or enhancements thereto) except as explicitly set forth in this Agreement. GFOA makes no express or implied warranties of any kind regarding the GFOA Intellectual Property.

- d. Licenses.

- i. Notwithstanding anything set forth herein to the contrary, GFOA hereby grants Government a perpetual, irrevocable, nontransferable and non-assignable license to publish or disseminate the GFOA Materials included in the Deliverables; provided, however, Government shall not publish or otherwise disclose or use, in any manner, any portion of the GFOA Materials constituting or including GFOA’s Confidential Information (as defined below). Government does not have the right to make derivative works from or based on the GFOA Materials.
- ii. In recognition of the fact that GFOA is an educational, not-for-profit, professional membership association, Government hereby grants GFOA a perpetual, irrevocable, royalty free license to use, publish, disseminate, reproduce, prepare derivative works of, perform, modify, and display publicly the Work Product (and any Government Materials included therein) as it sees fit in its sole and absolute discretion; provided, however, GFOA shall not publish or otherwise disclose, in any manner, any portion of the Deliverables constituting or including Government’s Confidential Information (as defined below).

4. **Acceptance.** Government is entitled to Review and Evaluate the Services (including each phase of the Services, as applicable) including any Deliverables that are provided to Government pursuant to an SOW. The term “Review and Evaluate” means review and evaluation performed by or on behalf of Government to determine whether Services (or any phase of the Services, as applicable), including related Deliverables, comply with any specifications, requirements, or criteria set forth in the SOW. If Government reasonably determines that such Services (or phase of Services, as applicable) comply with the foregoing or otherwise decides in its sole discretion to accept the Services, Government will notify GFOA in writing of its acceptance of the Services (“Acceptance”). Absent written notice of Acceptance, Government automatically shall be deemed to have accepted

all Services (including those in a given phase, as applicable) and the Deliverables resulting therefrom upon the earlier to occur of the following: (i) Government's payment of any invoices received from GFOA with respect to such Services (or phase); (ii) Government's use of the Services and/or any Deliverables; or (iii) the Payment Date (as defined below). Upon Acceptance, Government shall be deemed to have released Consultant from any liability resulting from such phase of the Services.

If Government determines in good faith that the relevant Services or any portion or phase thereof are not acceptable, it shall notify GFOA in writing and provide sufficient detail to GFOA describing the reasons the Services are deficient. GFOA will make such commercially reasonable revisions, corrections or changes as may be necessary at its sole cost and expense within a reasonable period of time, and within ten (10) days after such corrections have been made Government will review the relevant Services and Deliverables. If the relevant Services still fail Government's Review and Evaluation, Government will grant GFOA a reasonable amount of additional time to provide a workable solution at GFOA's sole cost and expense.

## 5. **Government Responsibilities.**

- a. Excuse for Government's Failure to Perform. Government's failure to perform its responsibilities as defined in any SOW, or in any mutually agreed upon Change Order, may result in a delay in GFOA's performance of the Services. If and to the extent such a failure by Government directly, materially, and adversely affects GFOA's ability to perform under such SOW or Change Order and GFOA promptly notifies Government thereof in writing, then: (i) such failure by Government shall excuse GFOA's failure to fulfill its related responsibilities under such SOW or Change Order, and the timeline for GFOA's performance shall be extended, on a day-for-day basis, to account for the delay caused by Government's failure; and (ii) if Government's failure to perform its responsibilities in a timely manner prevents GFOA from, or delays GFOA in, performing the Services in a manner that materially increases the cost, risk, duration, or level of effort of GFOA's performance of its obligations under the applicable SOW or Change Order, GFOA may be entitled to an equitable adjustment in the compensation otherwise payable to it under such SOW or Change Order, with any such adjustment to be addressed through a mutually agreed upon Change Order.
- b. Access. Government agrees to give GFOA and its employees and contractors access to staff and the Government owned properties as required to perform the Services. In the event GFOA (including its employees and contractors) requires access to Government's office(s) or certain Government information, source code or Government's network and servers in order to be able to effectively provide the Services the GFOA Engagement Manager shall request such access by way of a written request delivered to the Contract Administrator. Upon receipt of such request, Government shall (i) provide GFOA's employees and contractors adequate work space at one or more Government locations as may be mutually agreed upon by the GFOA Engagement Manager and Contract Administrator; and (ii) provide only such access rights as are necessary for GFOA to effectively perform the Services, including remote access, utilizing VPN or another mutually agreed upon remote access technology to access Government programs and data from remote locations or GFOA's offices. GFOA agrees that its employees and contractors shall access only that Government information which is necessary in order to fulfill GFOA's obligations hereunder and shall strictly adhere to all security protocols, including without limitation accessing Government's source code solely through the Government's source code management system, established by Government.
- c. Third Party Vendors. Government acknowledges and agrees that it is responsible for all decisions it makes based on the information and recommendations provided by GFOA and

acknowledges that (i) GFOA is not a software provider, systems integrator or other supplier or vendor; (ii) GFOA's role is solely to provide information, analysis and advisory services; and (iii) any decision made by Government with respect to engaging or contracting with any software, services or other vendor or supplier is solely that of the Government and Government bears all responsibility for such decisions. Accordingly, Government agrees that Consultant shall bear no responsibility and shall incur no liability with respect to the performance or provision of any software, hardware, or implementation services (as applicable).

6. **Term.** The term of this Agreement shall begin on the Effective Date and continue until such time as the Services are completed by GFOA in accordance with the terms of the SOW, unless terminated earlier by either party as provided in Section 7 of this Agreement ("Term").

7. **Termination.**

- a. Termination Upon Breach. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party in the event: (i) the other party is in breach of any of its obligations under this Agreement and fails to remedy such breach within ten (10) days following written notice from the other party, (ii) the other party ceases to do business (in whole or in part), becomes or is declared insolvent or bankrupt or is the subject of any proceedings relating to its insolvency or liquidation, or (iii) in the event the other party is subject to a merger in which it is not the surviving or controlling party.
- b. Termination for Convenience. Either party may terminate this Agreement or any SOW hereunder at any time, with or without cause, upon thirty (30) calendar days advance written notice to the other party. Notwithstanding anything to the contrary in this Agreement or any SOW, in the event of any termination under this Section 7.b, Government will only be liable to make any payments which are due hereunder (or any applicable SOW) to GFOA for work actually performed in accordance with the terms and conditions herein (or in any applicable SOW) up to the effective date of such termination.
- c. Termination of SOW. Termination of any SOW shall not serve to terminate any other SOW or this Agreement unless expressly stated in the notice of termination. Unless specifically provided in the termination notice, termination of this Agreement shall also not terminate any SOW and, with respect to any particular SOW, the terms and conditions of this Agreement shall remain in full force and effect until the expiration or termination of such SOW.
- d. Effect of Termination. Upon termination of this Agreement for any reason GFOA shall promptly (i) promptly terminate its provision of the Services; (ii) deliver to Government all Deliverables completed at the time of termination or expiration provided Government has paid all sums due and owing GFOA in connection with this Agreement and all outstanding SOWs; and (iii) return all Government Materials and Confidential Information provided by Government to GFOA during the provision of the Services.

Upon termination of this Agreement for any reason, Government shall (i) pay GFOA all Services rendered and fees charged up to and including the effective date of such termination on a time and materials basis using the rates set forth in Exhibit A; and (ii) reimburse GFOA for all expenses incurred by GFOA in accordance with the terms of this Agreement (including, with respect to GFOA's expenses in accordance with the provisions of Section 11) up to and including the effective date of such termination. Final payment of all sums due to GFOA shall be due within fifteen (15) calendar days following the effective date of the termination of this Agreement or any SOW entered into hereunder.

Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration, including the provisions of Sections 3, 5.c, 7.d, 8, 9, 11, 13, and 14.a -c, e-g and j.

## 8. Confidential Information.

- a. Definition. For purposes of this Agreement, "Confidential Information" shall mean all information marked as confidential, and all trade secrets, processes, works of authorship, inventions, discoveries, developments, systems, computer programs, code, algorithms, formulae, methods, ideas, know-how, functional and technical specifications, designs, passwords, analysis, research, business plans, pricing strategies, data, source code, programming code and other documentation created under this Agreement in conjunction with the Services rendered, and all other information which, if disclosed to a third party, could adversely affect the relevant party or its business interests. Confidential Information shall not include: (i) information known to the receiving party prior to entering into this Agreement; (ii) information independently developed by the receiving party without use of or reference to the other party's Confidential Information; and (iii) information in the public domain through no wrongful act or breach of this Agreement.
- b. Obligations. Government and GFOA agree to:
- i. protect and safeguard the confidentiality of the other party's Confidential Information with at least the same degree of care as it would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
  - ii. not use the other's Confidential Information, or permit it to be accessed or used, for any purpose other than in connection with the provision of the Services pursuant to the terms of this Agreement;
  - iii. not disclose any such Confidential Information to any person or entity, except to their respective employees, officers, directors, partners, consultants, agents or advisors (collectively, "Representatives") who:
    1. need to know the Confidential Information in order to assist the disclosing party, as applicable, or act on its behalf, in relation to provision of the Services or to exercise its rights under this Agreement;
    2. are informed by the disclosing party of the confidential nature of the Confidential Information; and
    3. are subject to confidentiality duties or obligations to the disclosing party that are no less restrictive than the terms and conditions of this Agreement.
  - iv. be responsible for any breach of this Agreement caused by any of its Representatives, including, without limitation, the Consultants.
- c. Standard of Care. The parties agree to use all commercially reasonable best efforts to protect unauthorized use or distribution of Confidential Information. Both parties agree that any unauthorized use or disclosure of the other party's Confidential Information in a manner inconsistent with the terms of this Agreement may cause the relevant party irreparable damage for which remedies other than injunctive relief may be inadequate. The obligations outlined in this paragraph shall apply to all authorized employees, contractors and agents of each party who have access to or are in a position to obtain Confidential Information. The parties agree to return or destroy all Confidential Information that it obtained from the other

party upon expiration or termination of this Agreement without retaining copies thereof. Upon expiration or termination of this Agreement, GFOA and Government shall verify in writing that they have complied with the provisions of this section.

**9. Representations and Warranties; Indemnity.**

- a. Authority. GFOA represents and warrants that: (i) it is properly incorporated and in good standing in its state of incorporation; (ii) has the authority necessary to enter into and carry out the obligations set forth in this Agreement; and (iii) has the authority to grant the licenses and rights it purports to grant to Government in this Agreement.
- b. Services. GFOA represents and warrants that it will provide the Services in compliance with all applicable laws, rules, regulations, and ordinances, and in accordance with this Agreement and the applicable SOW, generally accepted industry standards, and all applicable policies of Government regarding confidentiality, security, and conduct on Government's premises.
- c. Non-Infringement. GFOA represents and warrants that the Deliverables and the Services, other than any third party property authorized by Government to be incorporated therein, will not infringe upon or violate any patent, copyright, trade secret, trademark or other proprietary right of any third party (or that GFOA has obtained from any such third parties the rights to use and to permit Government to own the Deliverables).
- d. Mutual Indemnification. Subject to the limitation on liability and Liability Cap set forth below in Section 13 below, each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnified Party") and its respective officers, directors, employees and agents against any and all actions, controversies, demands, suits, proceedings, claims, causes of action, liabilities, losses, costs, interest, penalties, demands, expenses and damages of any kind whatsoever (including reasonable attorneys' fees and costs incurred in connection with the arbitration or resolution of any dispute as set forth herein) (collectively, "Losses") related to or arising, directly or indirectly, from any claims of third parties against an Indemnified Party arising out of the gross negligence or willful misconduct of the Indemnifying Party or any of its employees and/or agents.

**10. Location and Facilities.** GFOA may perform aspects of the Services at Government's offices or Government's designated sites. GFOA reserves the right to perform work at locations other than Government's offices or Government's designated sites as reasonably deemed appropriate by GFOA.

**11. Payment Terms.**

- a. Invoices. GFOA shall provide Government with an invoice setting forth GFOA's fees for the Services and any reimbursable expenses incurred, which will, unless otherwise set forth in the SOW, be billed on a project basis (i.e., fixed fee). Unless otherwise specified in the SOW, Government shall pay invoices received from GFOA within thirty (30) calendar days of Government's receipt of the invoice ("Payment Date") and invoices shall be issued upon the completion of the Services and/or phases or milestones set forth in the applicable SOW.
- b. Past Due Amounts. Undisputed past due balances in excess of forty-five (45) days, shall accrue interest at the rate of three-quarters of a percent 1.5% per month, or the highest rate permitted by law. GFOA reserves the right to delay or suspend its Services to Government in the event Government has an undisputed past due balance with GFOA.
- c. Taxes. Prices quoted for license fees and other fees are exclusive of all federal, state, municipal or other political subdivision excise, sales, use, or like taxes now in force or

enacted in the future, if any, applicable to these transactions. Payment of any such taxes, except for any taxes based on GFOA's income, are the sole responsibility of Government unless Government provides GFOA with a valid tax exempt certificate therefor.

- d. Staffing and Rates. Consultants shall perform Services in accordance with the terms of this Agreement and the SOW. Government will pay GFOA on a project basis, unless otherwise set forth in the SOW. In the event Government pays for Services on an hourly basis, GFOA's staff/contractor time will be billed at the mutually acceptable rates set forth in the applicable SOW.
  - e. Expenses.
    - i. *Travel expenses*. Unless stated otherwise in the SOW, GFOA pricing includes travel costs for expected level of travel as identified in the SOW.
12. **Provision of Services to Third Parties.** Government agrees that this Agreement shall not preclude GFOA from providing its services to third parties.
13. **Limitation on Liability and Damages.**
- a. Force Majeure. In no event shall either party or its officers, directors, employees, agents, consultants or suppliers be liable under this Agreement to the other party or any other third party for any indirect, special, incidental, punitive or consequential damages (such as damages for loss of good will, work stoppage, lost or corrupted data, computer failure or malfunction, lost profits, lost business or lost opportunity), or any other similar damages resulting from a delay in performance or any failure to perform hereunder caused in whole or in part by reason of force majeure, which with respect to GFOA shall be deemed to include the occurrence of any event beyond the control of GFOA that renders performance impossible, illegal or impracticable, which shall include Government's failure to furnish necessary information with respect to details of performance on the part of the Government, war (whether an actual declaration thereof is made or not), sabotage, terrorism, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, pandemic, communicable disease, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw materials, machinery or technical failures. Government shall not withhold its Acceptance by reason of delays occasioned by force majeure. Any delay resulting from force majeure shall correspondingly on a day-by-day basis extend the time for performance by GFOA.
  - b. Limitation of Liability. GFOA's liability for any matter arising under or in connection with this Agreement, an SOW or from any transaction contemplated herein, including without limitation the provision of the Services, in no event shall exceed the actual amount paid by GFOA's insurer as a result of any claim made with respect to such matter under the insurance policies maintained by GFOA in accordance with Section 14.d of this Agreement (the "Liability Cap"). Government acknowledges that the Liability Cap is a material term upon which GFOA has relied in entering into this Agreement and that GFOA would not have entered into this Agreement in the absence of such provision.
14. **Miscellaneous.**
- a. Governing Law. This Agreement shall be interpreted, construed and governed by the laws of the State of Illinois, without regard to its conflict of law rules.
  - b. Dispute Resolution.

- i. The parties shall attempt to resolve any claim or disputes arising in connection with this Agreement or the Services provided hereunder by escalating the dispute to a senior representative of each party, and such senior representative shall use good faith efforts to resolve the dispute. The parties shall make good faith efforts to resolve any and all disputes as quickly as possible. If the senior representatives are unable to resolve the dispute, the dispute shall be decided by arbitration as set forth below.
- ii. Any claim or dispute of any nature between the parties hereto arising directly or indirectly from the relationship created by this Agreement or the Services provided hereunder shall be resolved exclusively by arbitration in Chicago, Illinois in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration shall be conducted by either: (i) a single arbitrator mutually agreed upon by the parties; or (ii) if the parties fail to agree upon an arbitrator within thirty (30) days after submission of the claim to arbitration, then a single arbitrator appointed by the American Arbitration Association. Any such arbitrator shall have reasonable experience in the area of computer software, computer programming and services agreements and issues. The fees of the arbitrator shall be paid by the party that is unsuccessful in such arbitration. Each party shall be responsible for its own costs incurred in connection with such arbitration. The decision of the arbitrator shall be final and binding upon both parties. Judgment of the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event of submission of any dispute to arbitration, each party shall, not later than thirty (30) days prior to the date set for hearing, provide to the other party and to the arbitrator a copy of all exhibits upon which the party intends to rely at the hearing and a list of all persons each party intends to call at the hearing.
- c. Independent Contractors. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee.
- d. Insurance. GFOA agrees that it will maintain in effect during the Term of this Agreement insurance policies in the amount and with the type of coverage shown below:
  - 1. Workers Compensation insurance in the form and amount required by applicable law(s).
  - 2. Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or combined single-limit bodily injury and property damage.
  - 3. Motor Vehicle Liability, including No-Fault coverage, with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include all non-owned vehicles, and all hired vehicles.
  - 4. Professional Liability, with limits of liability of \$3,000,000 per claim and policy aggregate.
- e. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule,

the validity and enforceability of the other provisions of this Agreement will not be affected or impaired thereby.

- f. Modification, Amendment, Waiver or Termination. No provision of this Agreement or an SOW may be modified, amended, waived or terminated except by an instrument in writing signed by both parties to this Agreement. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement.
- g. Assignment. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.
- h. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- i. Invoices. GFOA sends invoices electronically via email. Invoices shall be sent to:

Name	Sara Holum	Email:	ap@ci.grand-rapids.mn.us
_____		_____	

- j. Notices. All notices, consents, requests, instructions, approvals or other communications provided for herein shall be in writing and delivered by personal delivery, overnight courier, mail, fax or e-mail addressed to the receiving party at the address set forth herein. All such communications shall be effective when received.

If to GFOA:

Government Finance Officers Association  
 203 North LaSalle Street, Suite 2700  
 Chicago, Illinois 60601  
 Attention: Mike Mucha (or the current GFOA Engagement Manager)  
 E-Mail: [mmucha@gfoa.org](mailto:mmucha@gfoa.org)

If to Government:

City of Grand Rapids  
 420 N Pokegama Ave, Grand Rapids, MN 55744  
 Attention: Barbara Baird (or the then current Contract Administrator)  
 E-Mail: [bbaird@ci.grand-rapids.mn.us](mailto:bbaird@ci.grand-rapids.mn.us)

Any party may change the address set forth above by notice to each other party given as provided herein.

- k. Entire Agreement. This Agreement, including all Exhibits attached hereto and all SOWs entered into hereunder, constitute the entire agreement of the parties hereto and supersedes all prior understandings, representations, proposals, discussions and communications, whether oral or written, with respect to the subject matter of this Agreement.



IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**CITY OF GRAND RAPIDS**

**Government Finance Officers Association of  
the United States and Canada**

By: \_\_\_\_\_  
Authorized Representative

By: \_\_\_\_\_  
Authorized Representative

Name: \_\_\_\_\_ Dale Christy \_\_\_\_\_

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

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

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

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

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

**EXHIBIT A**  
**FORM OF STATEMENT OF WORK**

This SOW on the following page(s) incorporates all of the terms and conditions set forth in the Agreement and the Agreement governs the relationship between Government and GFOA. Any modifications to the Agreement that are agreed to by Government and GFOA must be specifically set forth in this SOW, and such modifications shall apply only to this SOW, and not to any previous or subsequent SOWs, unless expressly stated otherwise in such other SOW. All other terms and conditions of the Agreement shall remain in full force and effect. All terms not otherwise defined in this SOW shall have the meaning set forth in the Agreement. In the event of a discrepancy between this SOW and the Agreement, the terms of the Agreement shall control.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 11, 2022

**AGENDA ITEM:** Consider approving temporary and permanent easements related to the Grand Rapids/Cohasset Industrial Park Infrastructure Project and authorize payment

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

This project extends sanitary sewer and water to the Grand Rapids/Cohasset Industrial Park Site. In order to move forward with the project the following temporary and permanent easements need to be acquired. The property owners have executed the necessary documents which are attached. Moe-\$1,872.78, Lessin-\$1816.78, Busching-\$14,830.70, Voyageur Capital.

### REQUESTED COUNCIL ACTION:

Make a motion to approve temporary and permanent easements related to the Grand Rapids/Cohasset Industrial Park Infrastructure Project and authorize payment in the amount of \$18,520.26.



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

ENGINEERING DEPARTMENT

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

## OFFER LETTER

March 11, 2022

Maxine M. Moe  
750 Unser Road  
Grand Rapids, MN 55744

RE: Purchasing Public Service and Infrastructure Easement

Dear Ms. Moe,

The City of Grand Rapids hereby submits to you an offer of **\$1,872.78**, which is the amount of the minimum easement value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT EXHIBIT" attached hereto, disregarding any change in the before value of the property caused by **Industrial Park Utility Extension** project.

The City's appraisal of market value is based on information compiled from the Itasca County Assessors Office and/or an independent appraiser. This purchase offer does not prohibit you from donating the land necessary to complete this project.

You will have a reasonable length of time to consider the offer (approximately 30 days). To aid in your decision you may want to secure your own appraisal. The City of Grand Rapids will reimburse you a reasonable amount for that appraisal fee, limited to the amount set by law. Reimbursement cannot be made, however, until after your property is acquired.

Minnesota Law also provides that the owner and/or occupants of the property being acquired will be reimbursed for the actual cost of moving personal property. Certain incidental costs incurred in transferring the title will be paid by the City.

If you decide to accept the City's offer, you will be paid upon your providing the City with an executed Public Service and Infrastructure Easement. If the City cannot be vested with good title to the property, or if the offer is unacceptable, the City may acquire said easement in eminent domain proceedings.

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the

proceeds you received from the City. You may need to report some of the proceeds on your tax return. Your tax preparer will know what tax consequences you may have as a result of this income. If you or your accountant would like to further discuss this information, you should contact Barb Baird, Finance Director, at 218.326.7615

**Also this is not a purchase of this property, only an easement on the land, you still own the land, but the county will reduce the land value to reflect the easement.**

This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,



By: Matt Wegwerth, PE  
Director of Public Works/City Engineer

Receipt is acknowledged of original of this letter, enclosures and attachments mentioned herein.



Maxine M. Moe

**PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT**

THIS INDENTURE is made and entered into this 21st day of March, 2022, **Maxine M. Moe**, a **single person**, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, said Grantor is the owner of real property situated in Itasca County, Minnesota, described as follows, to-wit:

**Parcel 91-030-2210**

**Existing Legal Description**

**SOUTH ONE HUNDRED SEVENTY-FIVE FEET (S. 175') OF THE NORTH FOUR HUNDRED FIFTY-FIVE FEET (N. 455') OF THE EAST ONE HUNDRED TWENTY FEET (E. 120) OF THE WEST THREE HUNDRED FEET (W. 300') OF GOVERNMENT LOT ONE (1) OF SECTION (30), TOWNSHIP FIFTY-FIVE (55) NORTH, OF RANGE TWENTY-FIVE (25) WEST OF THE FOURTH PRINCIPAL MERIDIAN, AND THE SOUTH FIFTY FEET (S. 50') ON THE NORTH TWO HUNDRED EIGHTY FEET (N. 280') OF THE EAST ONE HUNDRED TWENTY FEET (E. 120') OF THE WEST THREE HUNDRED FEET (W. 300') OF GOVERNMENT LOT ONE (1), SECTION THIRTY (30), TOWNSHIP FIFTY-FIVE (55) NORTH OF THE FOURTH PRINCIPAL MERIDIAN, RANGE TWENTY-FIVE (25), AND A TRACT OF LAND SITUATED IN THE WEST THREE HUNDRED FEET (W. 300') OF GOVERNMENT LOT ONE (1), SECTION THIRTY (30), TOWNSHIP FIFTY-FIVE (55) NORTH, RANGE TWENTY-FIVE (25), WEST OF THE FOURTH PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: THE SOUTH ONE HUNDRED NINETY-SEVEN FEET (S. 197') OF THE NORTH TWO HUNDRED THIRTY FEET (N. 230') OF THE EAST ONE HUNDRED TWENTY FEET (E. 120') OF THE WEST THREE HUNDRED FEET (W. 300') SUBJECT TO RESERVATIONS, RESTRICTIONS AND EASEMENTS OF RECORD, IF ANY.**

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey an easement unto the CITY OF GRAND RAPIDS, MN, as Grantee, for public service and infrastructure purposes, free and clear of all encumbrances, the below described real estate in the County of Itasca, State of Minnesota, and the said grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does release the City of Grand Rapids, State of Minnesota, its successors and





Building a Better World  
for All of Us<sup>®</sup>

**OWNER: Maxine M. Moe**  
**PARCEL(s): 91-030-2210**

**LEGAL LAND DESCRIPTION OF BURDENED PARCEL – DOC. NO. 413686**

South One Hundred Seventy-five feet (s. 175') of the North Four Hundred Fifty-five feet (N. 455') of the East One Hundred Twenty feet (E. 120) of the West Three Hundred feet (W. 300') of Government Lot One (1) of Section (30), Township Fifty-five (55) North, of Range Twenty-five (25) West of the Fourth Principal Meridian, AND The South Fifty feet (S. 50') on the North Two Hundred Eighty feet (N. 280') of the East One Hundred Twenty feet (E. 120') of the West Three Hundred feet (W. 300') of Government Lot One (1), Section Thirty (30), Township Fifty-five (55) North of the Fourth Principal Meridian, Range Twenty-five (25), AND A tract of land situated in the West Three Hundred feet (W. 300') of Government Lot One (1), Section Thirty (30), Township Fifty-five (55) North, Range Twenty-five (25), West of the Fourth principal Meridian, described as follows: The South One Hundred Ninety-seven feet (S. 197') of the North Two Hundred Thirty feet (N. 230') of The East One Hundred Twenty feet (E. 120') of the West Three Hundred Feet (W. 300') Subject to reservations, restrictions and easements of record, if any.

**PROPOSED PERMANENT INFRASTRUCTURE EASEMENT**

An easement for infrastructure purposes over, under, across and through the south 20.00 feet of the north 53.00 feet of the east 120.00 feet of the west 300.00 feet of Government Lot 1, Section 30, Township 55 North, Range 25 West, Itasca County, Minnesota.

**CERTIFICATION**

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

\_\_\_\_\_  
Daniel J. Bemboom, PLS  
Minnesota License No. 46562

March 11, 2022  
Date

City of Grand Rapids  
GRANR 163434



SOUTH RIGHT OF WAY LINE

NORTH LINE OF GOV'T LOT 1

COUNTY ROAD 76

33.00

53.00

20.00

120.00

EAST LINE OF THE WEST 300.00 FEET

UNSER DRIVE

MOE, MAXINE M.  
91-030-2210

GOV'T LOT 1




SEC. 30

WP. 55N, RNG. 25W

POKEGAMA PINES

WEST LINE OF THE EAST 120.00 FEET OF THE WEST 300.00 FEET

LEGEND

-  EXISTING ROW
-  PERMANENT EASEMENT
-  PROPERTY BOUNDARY

PARCEL NUMBER	91-030-2210
OWNER	MOE, MAXINE M.
AREA OF PARCEL	23644 SF
ZONING	SRR
AREA OF PROPOSED PERMANENT EASEMENT	2401 SF

SEH  
FILE NO.  
GRANR 163434  
DATE:  
3/8/2022

MOE EASEMENT EXHIBIT  
GRAND RAPIDS / COHASSET  
INDUSTRIAL PARK

EXHIBIT  
NO. 1





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

ENGINEERING DEPARTMENT

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

## OFFER LETTER

April 4, 2022

Carol R. Lessin Trustee  
 2307 Highway 2 West  
 Grand Rapids, MN 55744

RE: Purchasing Public Service and Infrastructure Easement

Dear Ms. Lessin Trustee,

The City of Grand Rapids hereby submits to you an offer of **\$1,816.78**, which is the amount of the minimum easement value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT EXHIBIT" attached hereto, disregarding any change in the before value of the property caused by **Industrial Park Utility Extension** project.

The City's appraisal of market value is based on information compiled from the Itasca County Assessors Office and/or an independent appraiser. This purchase offer does not prohibit you from donating the land necessary to complete this project.

You will have a reasonable length of time to consider the offer (approximately 30 days). To aid in your decision you may want to secure your own appraisal. The City of Grand Rapids will reimburse you a reasonable amount for that appraisal fee, limited to the amount set by law. Reimbursement cannot be made, however, until after your property is acquired.

Minnesota Law also provides that the owner and/or occupants of the property being acquired will be reimbursed for the actual cost of moving personal property. Certain incidental costs incurred in transferring the title will be paid by the City.

If you decide to accept the City's offer, you will be paid upon your providing the City with an executed Public Service and Infrastructure Easement. If the City cannot be vested with good title to the property, or if the offer is unacceptable, the City may acquire said easement in eminent domain proceedings.

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the

proceeds you received from the City. You may need to report some of the proceeds on your tax return. Your tax preparer will know what tax consequences you may have as a result of this income. If you or your accountant would like to further discuss this information, you should contact Barb Baird, Finance Director, at 218.326.7615

**Also this is not a purchase of this property, only an easement on the land, you still own the land, but the county will reduce the land value to reflect the easement.**

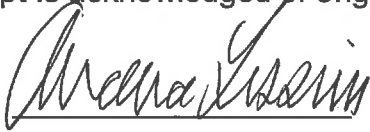
This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,



By: Matt Wegwerth, PE  
Director of Public Works/City Engineer

Receipt is acknowledged of original of this letter, enclosures and attachments mentioned herein.



Andrea R. Lessin Trustee

**PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT**

THIS INDENTURE is made and entered into this 5<sup>th</sup> day of April, 2022, **Andrea R. Lessin Trustee, Carol R. Lessin Trust, a Trust**, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, said Grantor is the owner of real property situated in Itasca County, Minnesota, described as follows, to-wit:

**Parcel 91-018-3412**

**Existing Legal Description**

**LOT 4, SECTION 18, TOWNSHIP 55, RANGE 25 WHICH LIES NORTH OF TRUNK HWY #2 AND EAST OF THE COUNTY HOME ROAD, ALSO KNOWN AS THE COUNTY POOR FARM ROAD, LESS THE THREE TRACTS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY OF TRUNK HWY #2 WITH THE EAST LINE OF LOT 4; THENCE NORTHWESTERLY ALONG SAID NORTHERLY BOUNDARY OF TRUNK HWY #2, A DISTANCE OF 60 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID NORTHERLY BOUNDARY OF TRUNK HWY #2, A DISTANCE OF 100 FEET, MORE OR LESS TO THE EAST LINE OF LOT 4; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING AND THERE TERMINATING. LESS A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE EASTERLY BOUNDARY OF THE COUNTY HOME ROAD WITH THE NORTHERLY BOUNDARY OF LOT 4; THENCE IN A SOUTHERLY DIRECTION ALONG THE EASTERLY BOUNDARY OF COUNTY HOME ROAD, A DISTANCE OF 140 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION AT RIGHT ANGLES TO THE EASTERLY BOUNDARY OF SAID COUNTY HOME ROAD, A DISTANCE OF 260 FEET TO A POINT; THENCE IN A NORTHEASTERLY AND NORTHERLY DIRECTION AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, TO THE NORTHERLY BOUNDARY OF LOT 4; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF LOT 4 TO THE POINT OF BEGINNING AND THERE TERMINATING. LESS THAT PART THAT BEGINS AT A POINT ON THE EASTERLY RIGHT OF WAY OF THE COUNTY HOME ROAD WHERE SAID COUNTY HOME ROAD INTERSECTS THE NORTHERLY BOUNDARY OF LOT 4; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY OF COUNTY HOME ROAD, A DISTANCE OF 240 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY OF THE COUNTY HOME ROAD, A DISTANCE OF 120 FEET, MORE OR LESS, TO A POINT WHERE SAID COUNTY HOME ROAD INTERSECTS THE NORTHEASTERLY RIGHT OF WAY OF HWY #2; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEASTERLY RIGHT OF WAY OF HWY #2, A DISTANCE OF 180 FEET TO A POINT; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID RIGHT OF WAY OF HWY #2, A DISTANCE OF 200 FEET TO**

**A POINT; THENCE IN A N011HWESTERLY DIRECTION TO THE POINT OF BEGINNING AND THERE TERMINATING.**

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey an easement unto the CITY OF GRAND RAPIDS, MN, as Grantee, for public service and infrastructure purposes, free and clear of all encumbrances, the below described real estate in the County of Itasca, State of Minnesota, and the said grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does release the City of Grand Rapids, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands contained within the permanent easement area as hereinafter described by reason of the location, grading, construction, maintenance, and use of public service and infrastructure and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the City of Grand Rapids, State of Minnesota, shall have the right to use and remove all earth and materials contained within the permanent easement area as hereinafter described and the right to construct and maintain upon the lands contained within the permanent easement area as herein after described and the right to allow utilities within the easement more particular described as follows, to-wit: Rights to be Acquired:

Parcel 91-018-3412

Carol R. Lessin Trustee, a Trust.

A public service and infrastructure easement northeasterly of Trunk Highway No. 2 in that part of Government Lot 4 of Section 18, Township 55 North, Range 25 West, 4th Principal Meridian, Itasca County, Minnesota, described as follows: Commencing at the intersection of the northeasterly boundary of Trunk Highway No. 2 with the east line of said Government Lot 4; thence North 49 degrees 48 minutes 32 seconds West, assumed bearing, along said northeasterly boundary of Trunk Highway No. 2 a distance of 60.00 feet to the northwesterly line of that certain right of way easement granted on April 25, 1958 by John and Dena James to the Town of Grand Rapids recorded June 25, 1958, in book 207 of deeds page 394 as document number 213569; thence North 40 degrees 11 minutes 28 seconds East 5.00 feet, along last said northwesterly line, to the point of beginning of the easement herein described; thence North 49 degrees 48 minutes 32 seconds West a distance of 75.00 feet, along the northeasterly line of an easement described in Document No. A000738960, said line being 5.00 feet northeasterly of and parallel with said northeasterly boundary of Trunk Highway No. 2 ; thence South 78 degrees 17 minutes 25 seconds East a distance of 74.52 feet, to a westerly line of an easement recorder as document number A000738960; thence South 21 degrees 47 minutes 15 seconds West a distance of 30.08 feet, along last said westerly line; thence South 40 degrees 11 minutes 28 seconds West a distance of 7.00 feet along last said westerly line to the point of beginning.

Containing 1,366 SF, more or less.

Easement shown on attached EXHIBIT No. 1

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

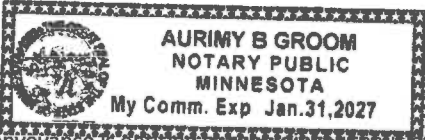
GRANTOR: Carol R. Lessin Trustee, a Trust.

Andrea Lessin  
Andrea R. Lessin, Trustee

STATE OF MINNESOTA )  
COUNTY OF Itasca ) ss:

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2022 by **Andrea R. Lessin Trustee, Carol R. Lessin Trust, a Trust, Grantor.**

(Notary Stamp or Seal)



Aurim B Groom  
Signature of Person Taking Acknowledgement

This conveyance is entitled to recording without payment of fee pursuant to Minnesota Statutes Section 386.77, it being for the benefit of the City of Grand Rapids, MN.

This instrument was drafted by: Christopher D. Munn, PLS (Lic. 45818, MN), Short Elliott Hendrickson Inc. 21 NE 5<sup>th</sup> Street, Suite 200, Grand Rapids MN 55744 for the City of Grand Rapids, MN, 420 N Pokegama Avenue, Grand Rapids, MN 55744.



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**OWNER: Carol R Lessin Trustee**  
**PARCEL(s): 91-018-3412**

**LEGAL LAND DESCRIPTION OF BURDENED PARCEL – DOC. NO. 642071**

LOT 4, SECTION 18, TOWNSHIP 55, RANGE 25 WHICH LIES NORTH OF TRUNK HWY #2 AND EAST OF THE COUNTY HOME ROAD, ALSO KNOWN AS THE COUNTY POOR FARM ROAD, LESS THE THREE TRACTS DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE NORTHERLY BOUNDARY OF TRUNK HWY #2 WITH THE EAST LINE OF LOT 4; THENCE NORTHWESTERLY ALONG SAID NORTHERLY BOUNDARY OF TRUNK HWY #2, A DISTANCE OF 60 FEET; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID NORTHERLY BOUNDARY OF TRUNK HWY #2, A DISTANCE OF 100 FEET, MORE OR LESS TO THE EAST LINE OF LOT 4; THENCE SOUTH ALONG SAID EAST LINE TO THE POINT OF BEGINNING AND THERE TERMINATING. LESS A TRACT OF LAND DESCRIBED AS FOLLOWS: BEGINNING AT A POINT OF INTERSECTION OF THE EASTERLY BOUNDARY OF THE COUNTY HOME ROAD WITH THE NORTHERLY BOUNDARY OF LOT 4; THENCE IN A SOUTHERLY DIRECTION ALONG THE EASTERLY BOUNDARY OF COUNTY HOME ROAD, A DISTANCE OF 140 FEET TO A POINT; THENCE IN A SOUTHEASTERLY DIRECTION AT RIGHT ANGLES TO THE EASTERLY BOUNDARY OF SAID COUNTY HOME ROAD, A DISTANCE OF 260 FEET TO A POINT; THENCE IN A NORTHEASTERLY AND NORTHERLY DIRECTION AT RIGHT ANGLES TO THE LAST DESCRIBED LINE, TO THE NORTHERLY BOUNDARY OF LOT 4; THENCE WESTERLY ALONG THE NORTHERLY BOUNDARY OF LOT 4 TO THE POINT OF BEGINNING AND THERE TERMINATING. LESS THAT PART THAT BEGINS AT A POINT ON THE EASTERLY RIGHT OF WAY OF THE COUNTY HOME ROAD WHERE SAID COUNTY HOME ROAD INTERSECTS THE NORTHERLY BOUNDARY OF LOT 4; THENCE SOUTHWESTERLY ALONG THE EASTERLY RIGHT OF WAY OF COUNTY HOME ROAD, A DISTANCE OF 240 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY OF THE COUNTY HOME ROAD, A DISTANCE OF 120 FEET, MORE OR LESS, TO A POINT WHERE SAID COUNTY HOME ROAD INTERSECTS THE NORTHEASTERLY RIGHT OF WAY OF HWY #2; THENCE IN A SOUTHEASTERLY DIRECTION ALONG THE NORTHEASTERLY RIGHT OF WAY OF HWY #2, A DISTANCE OF 180 FEET TO A POINT; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID RIGHT OF WAY OF HWY #2, A

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 25<sup>th</sup> Avenue South, MN 56301-4806

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DISTANCE OF 200 FEET TO A POINT; THENCE IN A N011HWESTERLY DIRECTION TO THE POINT OF BEGINNING AND THERE TERMINATING.

**PROPOSED PERMANENT INFRASTRUCTURE EASEMENT**

A public service and infrastructure easement northeasterly of Trunk Highway No. 2 in that part of Government Lot 4 of Section 18, Township 55 North, Range 25 West, 4th Principal Meridian, Itasca County, Minnesota, described as follows:  
Commencing at the intersection of the northeasterly boundary of Trunk Highway No. 2 with the east line of said Government Lot 4; thence North 49 degrees 48 minutes 32 seconds West, assumed bearing, along said northeasterly boundary of Trunk Highway No. 2 a distance of 60.00 feet to the northwesterly line of that certain right of way easement granted on April 25, 1958 by John and Dena James to the Town of Grand Rapids recorded June 25, 1958, in book 207 of deeds page 394 as document number 213569; thence North 40 degrees 11 minutes 28 seconds East 5.00 feet, along last said northwesterly line, to the point of beginning of the easement herein described; thence North 49 degrees 48 minutes 32 seconds West a distance of 75.00 feet, along the northeasterly line of an easement described in Document No. A000738960, said line being 5.00 feet northeasterly of and parallel with said northeasterly boundary of Trunk Highway No. 2 ; thence South 78 degrees 17 minutes 25 seconds East a distance of 74.52 feet, to a westerly line of an easement recorder as document number A000738960; thence South 21 degrees 47 minutes 15 seconds West a distance of 30.08 feet, along last said westerly line; thence South 40 degrees 11 minutes 28 seconds West a distance of 7.00 feet along last said westerly line to the point of beginning.

**CERTIFICATION**

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.



Daniel J. Bemboom, PLS  
Minnesota License No. 46562

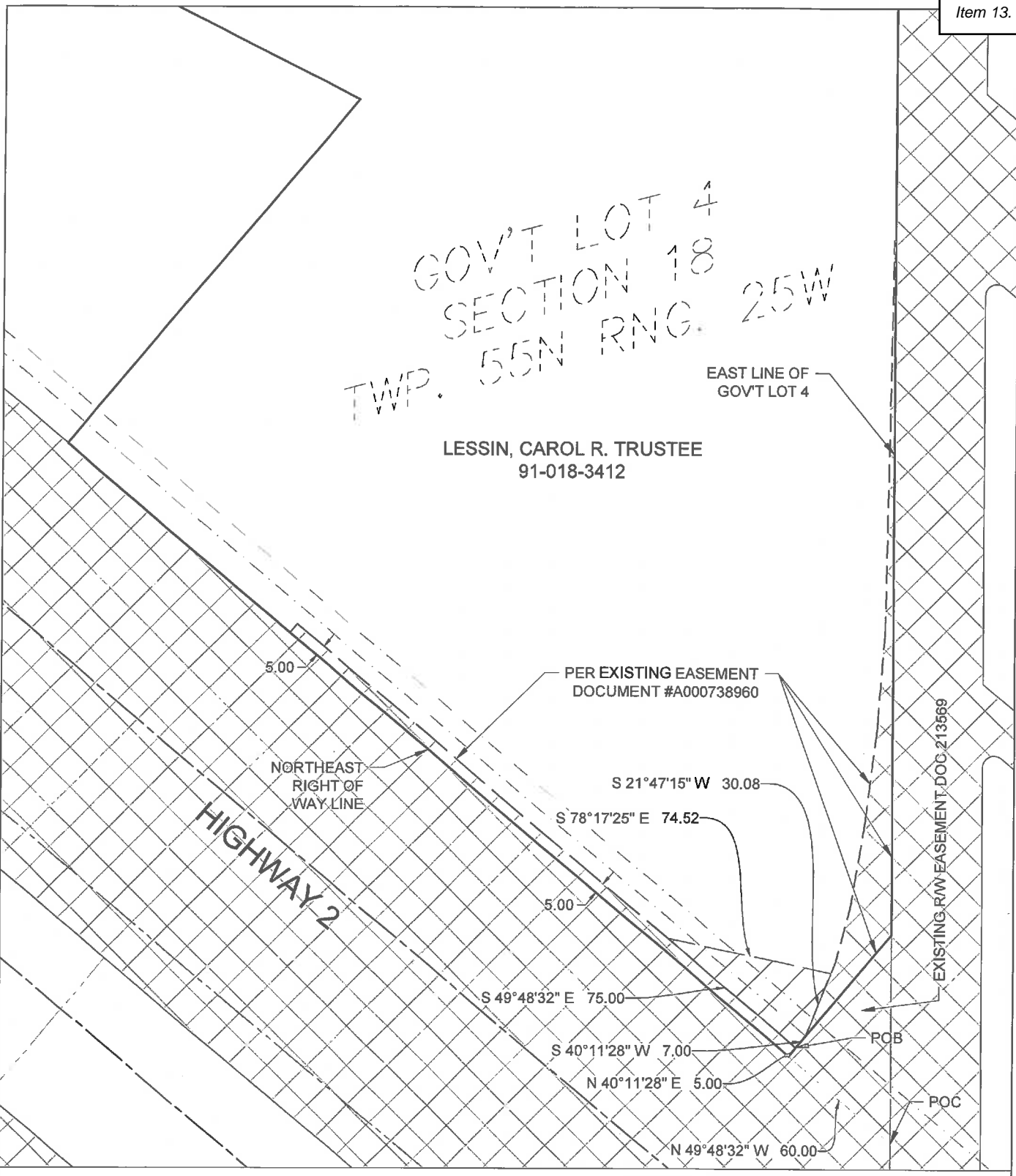
March 31, 2022  
Date

City of Grand Rapids  
GRANR 163434



GOV'T LOT 4  
SECTION 18  
TWP. 55N RNG. 25W

LESSIN, CAROL R. TRUSTEE  
91-018-3412



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**LEGEND**

PARCEL NUMBER	91-018-3412
OWNER	LESSIN, CAROL R. TRUSTEE
AREA OF PARCEL	197783 SF
ZONING	SGB

	EXISTING ROW OR EASEMENT
	PERMANENT EASEMENT
	PROPERTY BOUNDARY

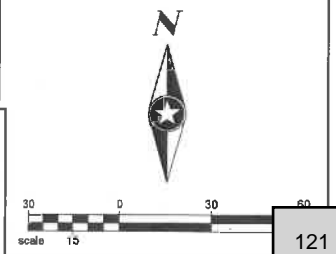
**SEH**

FILE NO.  
GRANR 163434

DATE:  
4/1/2022

**LESSIN EASEMENT EXHIBIT  
GRAND RAPIDS / COHASSET  
INDUSTRIAL PARK**

**EXHIBIT  
NO. 1**





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

ENGINEERING DEPARTMENT

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

## OFFER LETTER

April 4, 2022

Darrin B. and Holli S. Busching  
40758 County Road 242  
Cohasset, MN 55721

RE: Purchasing Public Service and Infrastructure Easement

Dear Mr. and Mrs. Busching,

The City of Grand Rapids hereby submits to you an offer of **\$14,830.70**, which is the amount of the minimum easement value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT EXHIBIT" attached hereto, disregarding any change in the before value of the property caused by **Industrial Park Utility Extension** project.

The City's appraisal of market value is based on information compiled from the Itasca County Assessors Office and/or an independent appraiser. This purchase offer does not prohibit you from donating the land necessary to complete this project.

You will have a reasonable length of time to consider the offer (approximately 30 days). To aid in your decision you may want to secure your own appraisal. The City of Grand Rapids will reimburse you a reasonable amount for that appraisal fee, limited to the amount set by law. Reimbursement cannot be made, however, until after your property is acquired.

Minnesota Law also provides that the owner and/or occupants of the property being acquired will be reimbursed for the actual cost of moving personal property. Certain incidental costs incurred in transferring the title will be paid by the City.

If you decide to accept the City's offer, you will be paid upon your providing the City with an executed Public Service and Infrastructure Easement. If the City cannot be vested with good title to the property, or if the offer is unacceptable, the City may acquire said easement in eminent domain proceedings.

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the

---

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proceeds you received from the City. You may need to report some of the proceeds on your tax return. Your tax preparer will know what tax consequences you may have as a result of this income. If you or your accountant would like to further discuss this information, you should contact Barb Baird, Finance Director, at 218.326.7615

**Also this is not a purchase of this property, only an easement on the land, you still own the land, but the county will reduce the land value to reflect the easement.**

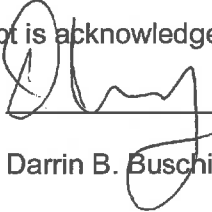
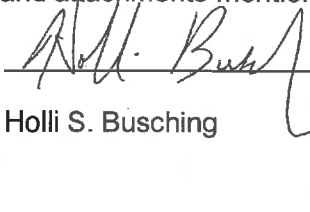
This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,



By: Matt Wegwerth, PE  
Director of Public Works/City Engineer

Receipt is acknowledged of original of this letter, enclosures and attachments mentioned herein.

  
\_\_\_\_\_  
Darrin B. Busching  
\_\_\_\_\_  
Holli S. Busching

**PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT**

THIS INDENTURE is made and entered into this 5<sup>th</sup> day of April, 2022, **Darrin B. and Holli S. Busching, a married couple**, of Cohasset, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, said Grantor is the owner of real property situated in Itasca County, Minnesota, described as follows, to-wit:

**Parcel 91-018-3402**  
**Existing Legal Description**

**ALL THAT PART OF LOT FOUR ( 4 ), LYING SOUTHWEST OF RAILWAY AND NORTHWEST OF COUNTY ROAD, IN SECTION EIGHTEEN (18), TOWNSHIP FIFTY-FIVE (55) NORTH, RANGE TWENTY-FIVE (25), WEST OF THE FOURTH PRINCIPAL MERIDIAN, ITASCA COUNTY, MINNESOTA.**

WHEREAS, Grantor has agreed to grant Grantee an easement for public service and infrastructure purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey an easement unto the CITY OF GRAND RAPIDS, MN, as Grantee, for public service and infrastructure purposes, free and clear of all encumbrances, the below described real estate in the County of Itasca, State of Minnesota, and the said grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does release the City of Grand Rapids, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands contained within the permanent easement area as hereinafter described by reason of the location, grading, construction, maintenance, and use of public service and infrastructure and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the City of Grand Rapids, State of Minnesota, shall have the right to use and remove all earth and materials contained within the permanent easement area as hereinafter described and the right to construct and maintain upon the lands contained within the permanent easement area as herein after described and the right to allow utilities within the easement more particular described as follows, to-wit:  
Rights to be Acquired:

Parcel 91-018-3402  
Darrin B. and Holli S. Busching, a married couple.

An easement for infrastructure purposes over, under, across and through that part of Government

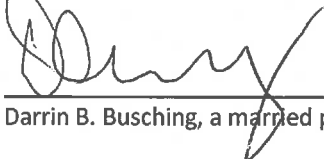
Lot 4, Section 18, Township 55 North, Range 25 West, lying northwesterly of the northwesterly right of way line of County Road Number 63 and southeasterly of the following described line: Commencing at the southeast corner of said Government Lot 4; thence on an assigned bearing of North 00 degrees 31 minutes 10 seconds West, along the east line of said Government Lot 4, a distance of 139.73 feet to the intersection with the southwesterly right of way line of the Great Northern Railway; thence North 49 degrees 48 minutes 53 seconds West, along said railroad right of way 656.19 feet to the point of beginning of the line herein described; thence South 50 degrees 28 minutes 32 seconds West a distance of 102.24 feet; thence South 60 degrees 51 minutes 44 seconds West 31.46 feet; thence South 57 degrees 24 minutes 16 seconds West 38.00 feet; thence South 53 degrees 56 minutes 49 seconds West 73.5 feet, more or less, to the shoreline of the Mississippi River and terminating thereat.

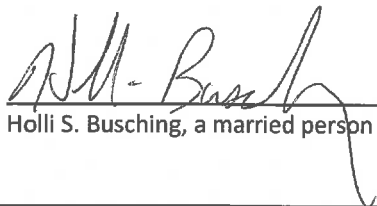
Containing 4,938 SF, more or less.

Easement shown on attached EXHIBIT No. 1

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

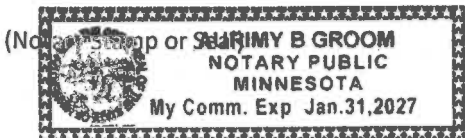
GRANTOR: Darrin B. and Holli S. Busching, a married couple.

  
\_\_\_\_\_  
Darrin B. Busching, a married person

  
\_\_\_\_\_  
Holli S. Busching, a married person

STATE OF MINNESOTA )  
                                  ) SS:  
COUNTY OF Itasca )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2022 by Darrin B. and Holli S. Busching, a married couple, Grantor.



  
\_\_\_\_\_  
Signature of Person Taking Acknowledgement

This conveyance is entitled to recording without payment of fee pursuant to Minnesota Statutes Section 386.77, it being for the benefit of the City of Grand Rapids, MN.

This instrument was drafted by: Christopher D. Munn, PLS (Lic. 45818, MN), Short Elliott Hendrickson Inc. 21 NE 5<sup>th</sup> Street, Suite 200, Grand Rapids MN 55744 for the City of Grand Rapids, MN, 420 N Pokegama Avenue, Grand Rapids, MN 55744.



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**OWNER: Darrin B. & Holli S. Busching**

**PARCEL(s): 91-018-3402**

**LEGAL LAND DESCRIPTION OF BURDENED PARCEL – DOC. NO. A000686101**

All that part of Lot Four ( 4 ), lying Southwest of railway and Northwest of County Road, in Section Eighteen (18), Township Fifty-five (55) North, Range Twenty-five (25), West of the Fourth Principal Meridian, Itasca County, Minnesota.

**PROPOSED PERMANENT INFRASTRUCTURE EASEMENT**

An easement for infrastructure purposes over, under, across and through that part of Government Lot 4, Section 18, Township 55 North, Range 25 West, lying northwesterly of the northwesterly right of way line of County Road Number 63 and southeasterly of the following described line:

Commencing at the southeast corner of said Government Lot 4; thence on an assigned bearing of North 00 degrees 31 minutes 10 seconds West, along the east line of said Government Lot 4, a distance of 139.73 feet to the intersection with the southwesterly right of way line of the Great Northern Railway; thence North 49 degrees 48 minutes 53 seconds West, along said railroad right of way 656.19 feet to the point of beginning of the line herein described; thence South 50 degrees 28 minutes 32 seconds West a distance of 102.24 feet; thence South 60 degrees 51 minutes 44 seconds West 31.46 feet; thence South 57 degrees 24 minutes 16 seconds West 38.00 feet; thence South 53 degrees 56 minutes 49 seconds West 73.5 feet, more or less, to the shoreline of the Mississippi River and terminating thereat.

**CERTIFICATION**

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

\_\_\_\_\_  
Daniel J. Bemboom, PLS  
Minnesota License No. 46562

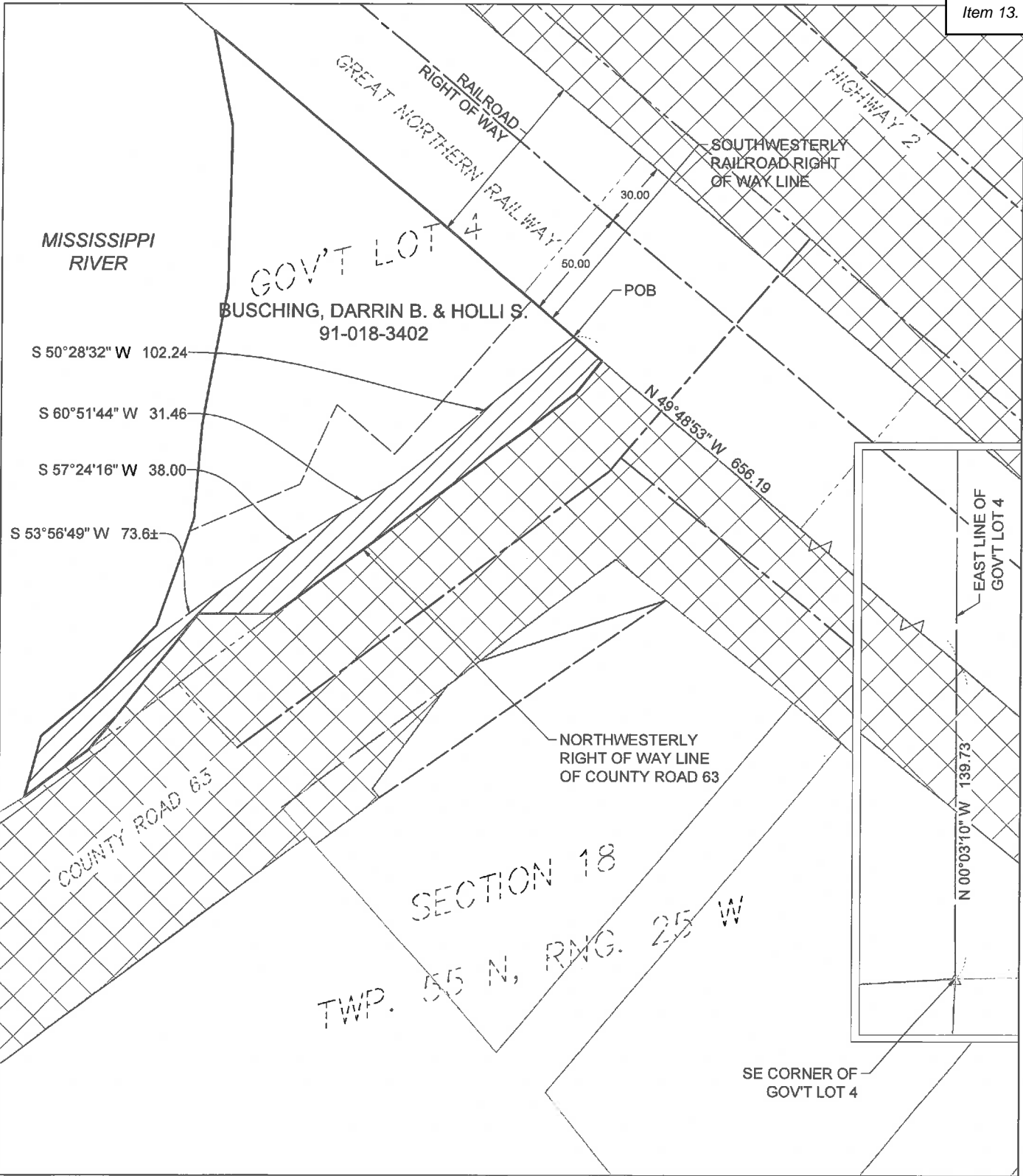
March 24, 2022  
Date

City of Grand Rapids  
GRANR 163434

Engineers | Architects | Planners | Scientists

Short Elliott Hendrickson Inc., 1200 25<sup>th</sup> Avenue South, MN 56301-4806




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PARCEL NUMBER	91-018-3402
OWNER	BUSCHING, DARRIN B. & HOLLI S.
AREA OF PARCEL	25475 SF
ZONING	SGB
AREA OF PROPOSED PERMANENT EASEMENT	4938 SF

**LEGEND**

	EXISTING ROW OR EASEMENT
	PERMANENT EASEMENT
	PROPERTY BOUNDARY

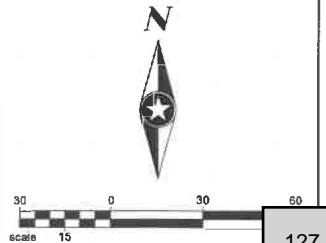
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FILE NO.  
GRANR 163434

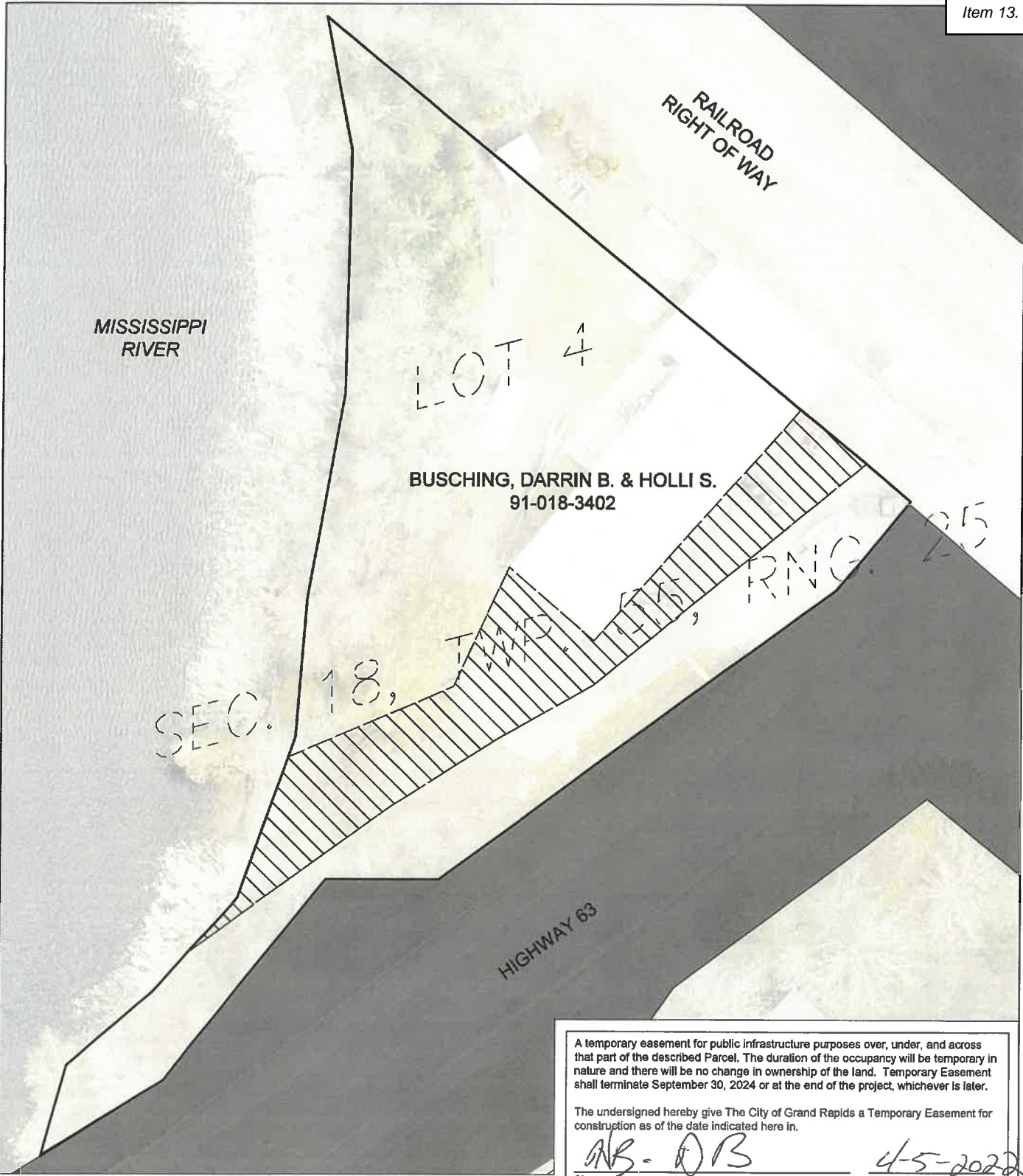
DATE:  
3/29/2022

**PADDLE HOPPERS EXHIBIT  
GRAND RAPIDS / COHASSET  
INDUSTRIAL PARK**

**EXHIBIT  
NO. 1**



scale 15



A temporary easement for public infrastructure purposes over, under, and across that part of the described Parcel. The duration of the occupancy will be temporary in nature and there will be no change in ownership of the land. Temporary Easement shall terminate September 30, 2024 or at the end of the project, whichever is later.

The undersigned hereby give The City of Grand Rapids a Temporary Easement for construction as of the date indicated here in.

*DB - DB* *4-5-2022*  
 Signature Date

PARCEL NUMBER	91-018-3402
OWNER	BUSCHING, DARREN B. & HOLLI S.
AREA OF PARCEL	26362 SF
ZONING	SGB
AREA OF PROPOSED TEMPORARY EASEMENT	4766 SF

**LEGEND**

	TEMPORARY EASEMENT
	PROPERTY BOUNDARY

**SEH**

FILE NO.  
GRANR 163434

DATE:  
3/2/2022

**BUSCHING, DARRIN B & HOLLI S  
 GRAND RAPIDS / COHASSET  
 INDUSTRIAL PARK**

**EXHIBIT  
 NO. 1**

scale 10

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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 11, 2022

**AGENDA ITEM:** Consider approving Pokegama Golf Course Seasonal Employees/Wages

**PREPARED BY:** Bob Cahill

---

**BACKGROUND: 2022 SEASONAL EMPLOYEES FOR GROUNDS  
MAINTENANCE, GOLF SHOP, DRIVING RANGE, OUTDOOR SERVICES**

**REQUESTED COUNCIL ACTION:**

Make a motion to approve the attached list of employees for seasonal employment at Pokegama Golf Course. Employment to begin April 12, 2022 or later for the entire group. Employment will end October 31 or sooner for the entire group except Kent Baril, Mike Klabough, and Emma Petermeier whose employment will end no later than November 15, 2022. This is funded within the 2022 Council approved Pokegama Golf Course budget.

EmplNum	EmplFName	EmplLName	DeptCd	StatusCd	2022 Wage	
0345	KENT W	BARIL	030	PT	\$ 17.25	Grounds Maintenance
0365	KIRK P	SKELLY	030	PT	\$ 15.50	Golf Shop Cashier
0395	THOMAS J	CARLSON	030	PT	\$ 14.00	Outdoor Services
3332	BLAKE A	HENRICHSEN	030	PT	\$ 14.50	Grounds Maintenance
3334	SHARI L	HUSON	030	PT	\$ 15.50	Golf Shop Cashier
3337	EMMA J	PETERMEIER	030	PT	\$ 16.50	Golf Shop Cashier
3348	MICHAEL F	KLABOUGH	030	PT	\$ 16.00	Grounds Maintenance
3349	PAUL R	JENSEN	030	PT	\$ 14.50	Grounds Maintenance
3359	FRANK T	GANGI	030	PT	\$ 14.50	Grounds Maintenance
3360	NICOLAS J	LANGLOIS	030	PT	\$ 14.50	Grounds Maintenance
3362	ASHLEY M	BUELL	030	PT	\$ 15.00	Grounds Maintenance
3363	BELLA C	CARLSTROM	030	PT	\$ 14.00	Golf Shop Cashier
3364	ROBERT J	LEPAK	030	PT	\$ 14.00	Outdoor Services
3365	MACKENZIE R	HEBEISEN	030	PT	\$ 14.00	Golf Shop Cashier
3366	KADA A	PUDDICOMBE	030	PT	\$ 14.00	Golf Shop Cashier
3367	MADISON E	JANECKE	030	PT	\$ 14.00	Golf Shop Cashier
3368	ZACHARY T	LAGERGREN	030	PT	\$ 14.50	Grounds Maintenance
3371	EVAN C	BRUEMMER	030	PT	\$ 14.50	Grounds Maintenance
3373	DYLAN J	HENRICHSEN	030	PT	\$ 14.50	Grounds Maintenance
3374	MARLO L	HANSEN	030	PT	\$ 15.00	Grounds Maintenance
3375	BRENT A	WHEELER	030	PT	\$ 14.00	Grounds Maintenance
3377	CASSIDY K	ALLEMAN	030	PT	\$ 14.00	Grounds Maintenance
7150	ANDREW J	BUELL	030	PT	\$ 15.00	Grounds Maintenance
	Aunan	Erik		30 PT	\$14.00	Outdoor Services
	Larson	Madeline			\$14.00	Outdoor Services