



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

## **CITY COUNCIL MEETING AGENDA**

**Monday, July 14, 2025**

**5:00 PM**

**CALL TO ORDER:** Pursuant to due notice and call thereof, a Regular meeting of the Grand Rapids City Council will be held on Monday, July 14, 2025 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL:**

**PROCLAMATIONS/PRESENTATIONS:**

1. Oath of Office for Office Brooks Bachmann

**POSITIVE HAPPENINGS IN THE CITY:**

**PUBLIC FORUM:**

**COUNCIL REPORTS:**

**APPROVAL OF MINUTES:**

2. Approve Council minutes for Monday, June 23, 2025 Worksession and Regular meetings.

**VERIFIED CLAIMS:**

3. Approve the verified claims for the period June 17, 2025 to July 7, 2025 in the total amount of \$568,844.60.

**CONSENT AGENDA:**

4. Consider approving agreements with Twist of Fate and Time Machine for musical performances at 2025 Tall Timber Days event.
5. Authorize signatures on Trimble/CityWorks Mutual Nondisclosure Agreement and CityWorks/Azteca Systems Addendum #4-Licensee Acknowledgement and Oracle America Inc License Amendment #1.
6. Consider approval of Change Order 2 for CP 2025-1, SE 7th Avenue Mill & Overlay Project.
7. Consider Voiding Lost Accounts Payable Checks and Issue Replacement Checks.
8. Consider new pay grade and salary for Public Works Seasonal Employee for the 2025 Spring/Summer Maintenance Season.

- [9.](#) Consider Voiding Lost Accounts Payable Checks and Issue Replacement Checks.
- [10.](#) Consider a request by the police department to apply and accept a grant from the Minnesota Office of Traffic Safety for 10 child safety seats.
- [11.](#) Consider agreement with Blandin Paper Company related to Rapids Radio Rockfest.
- [12.](#) Consider entering into a Cleaning Services Agreement with Northwoods Cleaning Company at City Hall, Central School, and the library.
- [13.](#) Consider Voiding Lost Accounts Payable Checks and Issue Replacement Checks.
- [14.](#) Consider annual review of Data Access Policy.
- [15.](#) Consider authorizing the Fire Department to enter contract with service provider Angie Baratto MA, LPCC.
- [16.](#) Considering approving the HMEP grant agreement from the Minnesota Department of Public Safety.
- [17.](#) Consider authorizing the police department to apply for a 2025-2026 Toward Zero Deaths (TZD) grant from the Minnesota Department of Public Safety- Office of Traffic Safety for the purpose of extra traffic enforcement.
- [18.](#) Consider a parking lot agreement with the Blandin Foundation
- [19.](#) Consider a request by the police department to apply for a DWI officer grant through the Office of Traffic Safety (OTS).
- [20.](#) Consider making a motion to increase the hourly Hazmat rate of pay.

SET REGULAR AGENDA:

ADMINISTRATION:

- [21.](#) Consider appointment of Will Richter to the Zoning Administrator position.
- [22.](#) Consider one-time special payment to MSRS Health Care Savings Plan to insurance eligible employees, due to increase in health insurance deductible.
- [23.](#) Consider one-time special payment to Operating Engineers Local 49 Health Reimbursement Arrangement (HRA) to insurance eligible employees, due to increase in health insurance deductible.
- [24.](#) Consider appointment of Amy Dettmer to the vacant Director of Library Services position and request authorization to post two part-time positions.

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR MONDAY, JULY 28, 2025 AT 5:00 PM

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

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

ATTEST: Kimberly Gibeau, City Clerk



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## **CITY COUNCIL WORKSESSION MINUTES**

**Monday, June 23, 2025**

**4:30 PM**

Mayor Connelly called the meeting to order at 4:33 PM.

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

**STAFF:** Tom Pagel, Chad Sterle, Kimberly Gibeau, Natalee Bushman, Dale Anderson

### **DEPARTMENT HEAD REPORT:**

#### **1. Dale Anderson, Yanmar Arena, Parks & Recreation**

Dale Anderson, Director of Parks & Recreation and Yanmar Arena, provided an update on operations at the Yanmar Arena and broader parks and recreation efforts. The remodeled upper lobby space at the arena has become increasingly popular, hosting a variety of events such as team banquets, trainings, public meetings, blood drives, voting, and private celebrations.

Planning is also underway for a potential cannabis convention next April at the arena. The concept includes a vendor expo in the McDonald venue, concerts in the Kauppi venue, food trucks and sampling in the pavilion, and meetings in the upper lobby. The event would showcase products from growers across Minnesota and bring visitors to Grand Rapids during a slower tourism season.

The refrigerated outdoor ice rink at the pavilion saw tremendous success. From mid-November through March, it hosted over 400 hours of GRAHA usage and was the last outdoor rink operating in the state, even running on 60+ degree days. The added ice capacity allowed tournament expansion, increasing the 10U-B tournament from 8 to 12 teams, contributing to local economic activity. This coming season, teams registered for November and December tournaments will each have one game outdoors.

GRAHA has scheduled tournaments nearly every weekend from mid-November through early March, with only Christmas weekend open. Meanwhile, summer ice returns to the West Rink starting July 7. Weekdays will be filled with local hockey camps and figure skating, while weekends will host Minnesota Hockey HP events, girls' summer tournaments, and a goalie camp.

The arena also recently hosted a Hairball concert, drawing an estimated 2,000–2,500 attendees. Reviews of the sound quality were highly positive, though issues were noted with long lines at restrooms and bar areas. Those concerns were addressed during a post-event debrief with the Reif Center, with improvements planned for future events.



Staff also shared plans to submit a Minnesota DNR Regional Grant application for major improvements at Blandin Beach, building on a previously unsuccessful 2017 application. The new proposal includes a large rental pavilion, a new public restroom, a splash pad, and accessible sidewalks throughout the park. The estimated project cost is about \$1 million, with hopes to secure \$300,000 from the DNR and additional funding from the Blandin Foundation and IRRR. The splash pad would use fresh water and drain into the lake, potentially improving lake health. Alternatives, like a recirculating water system, are being considered but would require certified staffing and more maintenance. The pavilion connected to the restroom would remain open to the public, while the large pavilion would be available for rent, similar to Veteran's Park. The existing playground will remain in place.

Finally, staff reported on a busy spring season at the sports complex. Even during periods without ice at the arena, staff stay fully engaged by maintaining the community's softball and baseball fields, particularly for high school and ICC sports. The season went well, with facilities in good shape and heavily used throughout April and May.

#### REVIEW OF REGULAR AGENDA:

Upon review, no changes or additions are noted.

There being no further business, the meeting adjourned at 4:50 PM.

Respectfully submitted:



Kimberly Gibeau, City Clerk



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## **CITY COUNCIL MEETING MINUTES**

**Monday, June 23, 2025**

**5:00 PM**

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

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

**STAFF:** Tom Pagel, Chad Sterle, Kimberly Gibeau, Natalee Bushman, Carl Babich, Rob Mattei, Chery Pierzina, Kevin Ott, Chris Rima-Carlson, Dale Anderson.

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

The City of Grand Rapids introduced a new initiative to formally recognize employees for their years of service. Mayor Connelly acknowledged employees, grouped by years of completed service, ranging from 1 year up to 38 years. Moving forward, this recognition will take place monthly at the second City Council meeting of every month. The meeting also highlighted recent Minnesota Bike Tour event, which brought over 200 campers to the area. Visitors complimented the city's amenities and atmosphere, adding to a positive tone about the city's direction.

### **PUBLIC FORUM:**

No one from the public wished to speak.

### **COUNCIL REPORTS:**

Councilor Blake commented on the Range Gateway Coalition, update focused on improvements to the crossway near Marble, which currently has a single lane section, noting significant planning and collaboration is underway.

Councilor MacGregor noted that the Human Rights Commission participated in a pancake breakfast at the Pride Festival on June 22nd, with approximately 300-400 people in attendance. Also, on Thursday, June 19th, Juneteenth was celebrated with a commemorative walk around Crystal Lake with 27 participants.

Mayor Connelly noted that Responsible Server Training was hosted by the Grand Rapids Police Department, focusing on the importance of safe and responsible alcohol sales and service. Chief Morgan would like to host multiple sessions each year moving forward.

### **APPROVAL OF MINUTES:**

1. Approve minutes for Monday, June 2, 2025 Joint meeting of the City Council and PUC and Monday, June 9, 2025 Regular meeting.

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

#### VERIFIED CLAIMS:

2. Approve the verified claims for the period June 3, 2025 to June 16, 2025 in the total amount of \$1,001,529.97.

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

#### ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:

3. Acknowledged minutes for:
  - ~ May 14, 2025 Library Board meeting
  - ~ May 20, 2025 Golf Board meeting

#### CONSENT AGENDA:

4. Consider adopting a resolution renewing a Limited Use Permit between the City of Grand Rapids and the Commissioner of Transportation, State of Minnesota for the Mesabi Connection Trail.

#### **Adopted Resolution 25-42**

5. Consider approving a Joint Powers Agreement for a Hazmat Materials Response Team with State of Minnesota.
6. Consider entering into a Memorandum of Understanding with the North Country Trail Association establishing the City of Grand Rapids as a 'Trail Town'.
7. Consider approving amendment 1 with SEH for the Taxiway A (North) Reconstruction – Phase 2 Design Project
8. Consider approving seasonal golf contractors

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

#### SET REGULAR AGENDA:

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

#### ADMINISTRATION:

9. Consider adopting film production application process in City limits.

Megan Christiansen, Visit Grand Rapids, presented an update to the Mayor and Council regarding a new opportunity to join the Explore Minnesota Film Board as a film-ready community. While Grand Rapids is already registered with the Midwest Film Board, this new program would open the door to additional grant and incentive opportunities for hosting film productions.

Specifically noted is the economic benefits of hosting film productions, which the City of Grand Rapids has done previously, generating measurable local revenue. Grand Rapids has approximately 20 film-friendly locations that have been identified, with around half already approved for filming. Megan will serve as Film Ambassador for Grand Rapids and Itasca County.

Motion made by Councilor MacGregor, Second by Councilor Mertes to adopt film production application process. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

10. Consider accepting the retirement of Tom Foss, Firefighter.

Tom Foss has submitted his notice of retirement from the Grand Rapids Fire Department. Tom has served as a dedicated firefighter with over 14 years of service. He has served as HAZMAT Assistant, Skilled Pump Operator and is highly regarded by his fellow Fire Fighters.

Motion made by Councilor Mertes, Second by Councilor Sutherland to accept the notice of retirement from Tom Foss, Firefighter. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

#### CIVIC CENTER & PARKS:

11. Consider hiring John Connelly to write a Minnesota DNR Outdoor Recreation Regional Grant for improvements at Blandin Beach.

The City is planning to apply for a grant to enhance Blandin Beach, a project considered to be regionally significant. The project would consist of construction of an outdoor pavilion, addition to restroom facility and installation of a splash pad. Project cost is approximately \$1 million, with secured funding from Blandin Foundation in the amount of \$350,000. Additional funding sought is \$300,000 from DNR Outdoor Rec Grant and further support is anticipated from IRRR. Mr. Connelly has submitted a proposal to prepare the grant request for a fee not to exceed \$6,750, which will be covered by Blandin Foundation or IRRR grant. Mr. Connelly has a proven track record, having successfully written similar grants for other government entities.

Motion made by Councilor Blake, Second by Councilor MacGregor to approve hiring John Connelly to write MN DNR Outdoor Recreation Regional Grant as presented. Voting Yea: Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes. Voting Abstaining: Mayor Connelly

#### COMMUNITY DEVELOPMENT:

12. Consider adopting a resolution supporting a proposal by the Itasca County HRA for the Waters Edge Housing Project

Rob Mattei presented an updated resolution of support for a proposed 61 unit tax credit housing project known as Waters Edge, led by Itasca County HRA in partnership with D.W. Jones. This development will be along Highway 38, adjacent to Lakeshore Place Apartments, currently operated by the HRA. Occupancy will be general, not senior specific, with mixed units including 1, 2, 3 and 4 bedrooms. Larger units (3-4 bedrooms) will be townhomes to accommodate families. Income-restricted through tax credit, targeted households will be at 30%, 50%, and 60% of AMI. Income will be verified only at entry with growth permitted afterward.

Motion made by Councilor Blake, Second by Councilor MacGregor to **adopt Resolution 25-43**, supporting proposal by Itasca County HRA for Waters Edge Housing Project. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

#### POLICE:

13. Consider adopting a resolution to accept a \$250 donation from the Reif Arts Council, for the Grand Rapids Police Reserve Unit, for volunteer services at a recent music concert.

Police Captain Kevin Ott presented a resolution to accept a donation from the Reif Arts Council in appreciation of the Grand Rapids Police Reserve for providing extra security for a crowd of more than 2,100 attendees at the Hairball concert on May 16, 2025 at Yanmar Arena. The Police Reserve contributes hundreds of volunteer hours annually, assisting with crowd control, security and community safety. Donated funds will be used for equipment purchases, appreciation dinners and recognition for volunteers.

Motion made by Councilor Sutherland, Second by Councilor Mertes to **adopt Resolution 25-44**, accepting a donation from Reif Arts Council for the Police Reserve Unit. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Sutherland, Councilor Blake, Councilor Mertes

There being no further business, the meeting adjourned at 5:37 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk

## CITY OF GRAND RAPIDS BILL LIST - JULY 14, 2025

## Department Summary Report

Item 3.

VENDOR NAME/INVOICE #	AMOUNT
Acheson Tire 1020128	\$ 25.00
Acheson Tire 1020873	\$ 35.00
Acheson Tire 1020942	\$ 105.00
Acheson Tire 1020958	\$ 35.00
Anderson Glass I057844	\$ 2,820.00
Arena Warehouse 3068	\$ 4,603.00
Arena Warehouse 3071	\$ 1,458.85
Ashley Brubaker-June Mgt fee	\$ 357.02
Becker Products 616291	\$ 1,200.00
Bloomers Garden & Landscaping5024	\$ 10,844.89
Bunes #7551 - Cemetery	\$ 255.00
Bunes #8194 - Cemetery	\$ 135.00
Bunes #8253 - Cemetery	\$ 265.00
Burggraf's 405274	\$ 398.79
Burggraf's 405376	\$ 69.97
Burggraf's 405523	\$ 103.93
Burggraf's 405570	\$ 41.94
Burggraf's 405633	\$ 103.31
Burggraf's 405713	\$ 29.95
Burggraf's 405819	\$ 44.99
Burggraf's 405823	\$ 43.79
Burggraf's 405860	\$ 13.92
Burggraf's 405887	\$ 88.94
Burggraf's 405896	\$ 31.96
Burggraf's 405912	\$ 106.97
Carquest Auto Parts 969780	\$ 15.86
Casper Construction 28370	\$ 185.00
Central McGowan 1009021	\$ 23.42
Clarey's Safety Equipment 217838	\$ 3,119.66
Cole's 143097-A	\$ 43.56
Davis Oil-City June 2025	\$ 1,881.19
Davis Oil-Cemetery June 2025	\$ 1,528.86
Edwards Oil Grand Rapids Alrport 121852 061325	\$ 1,240.11
Fair-Play 1609426	\$ 12,745.00
Fastenal 145653	\$ 1,019.25
Fastenal 145850	\$ 48.96
Fastenal 146022	\$ 18.66
Flagship F23677	\$ 3,701.00
Gartner Refrigeration 105221-C	\$ 4,251.84
Govconnection 76599063	\$ 3,297.74
Great Engravings 6026	\$ 20.00

06/17/25 - 07/07/25

## CITY OF GRAND RAPIDS BILL LIST - JULY 14, 2025

## Department Summary Report

Item 3.

Hawkinson Sand and Gravel	\$	2,860.12
Heavy Repair LLC #51	\$	4,050.00
Hibbing Chrysler 608580	\$	572.10
Hildi - USI Consulting 17201	\$	2,600.00
Industrial Lubricant 0185019IN	\$	1,070.27
Innovative Office Supplies IN4861900	\$	28.31
Iron Range Towing 25-18949	\$	175.00
Itasca County Historical Society #2	\$	11,300.00
L&M GRR-03-10022490	\$	24.99
L&M GRR-04-10019257	\$	4.99
L&M GRR-05-10020307	\$	75.99
L&M GRR-07-10016559	\$	33.98
L&M GRR-05-10023384	\$	21.84
Latvala Lumber Company 2506-606395	\$	50.69
Lease Landscaping 3889	\$	347.00
Madden Galanter Hansen - June 25	\$	945.00
Martin's Snowplow 38210	\$	397.54
Michels Law LLC -June 25	\$	8,333.34
Momentum Advocacy 1404	\$	2,000.00
Napa 227121	\$	1,310.34
Napa 227139	\$	(162.00)
Northland Lawn & Sport 41557	\$	35.25
Northland Portables 31319	\$	1,936.00
Northland Portables 31333	\$	320.00
Nuch's in the Corner 035687	\$	15.00
Oracle 102000222	\$	787.50
Paul's Locks and Keys 3173	\$	174.00
Paul's Locks and Keys 3188	\$	25.00
ProMax Machine 14421	\$	1,575.00
Public Utilities Commission MISC50797	\$	2,200.00
Quadient 62023510	\$	686.19
RTVision INV1156	\$	2,595.60
Sandstrom's 549808	\$	141.44
Sandstrom's 551424	\$	50.60
Sandstrom's 551426-C	\$	176.70
Statt 2406	\$	700.00
Sterle I-2857	\$	2,388.75
SuperOne 06-17-25	\$	23.34
Symbol Arts 425216	\$	843.50
TNT Const 25132-1	\$	4,041.63
Trout Enterprises 25-250	\$	760.80
Uline 194532128	\$	150.00
Vestis 2630435700	\$	67.93
Vestis 2630436260	\$	67.02

## CITY OF GRAND RAPIDS BILL LIST - JULY 14, 2025

## Department Summary Report

Item 3.

Vestis 2630437340-DACF	\$	25.01
Vestis 2630438819	\$	73.29
Vestis 2630441762	\$	67.01
WW Thompson 2506-775032	\$	20.90
WW Thompson 2506-775033	\$	4.18
Yoder	\$	155.66
ZIX INV390092	\$	44,168.72
YMCA 063025	\$	15,000.00

<b>TOTAL UNPAID TO BE APPROVED IN THE SUM OF:</b>	\$	171,672.85
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**CHECKS ISSUED-PRIOR APPROVAL**

AMAZON CAPITAL SERVICES	\$	5,102.81
AMAZON CAPITAL SERVICES	\$	1,410.90
ANIMAL CONTROL & CARE ACADEMY	\$	595.00
CIRCLE K/HOLIDAY	\$	31.66
CONSTELLATION NEWENERGY -GAS	\$	405.52
JUSTIN EDMUNDSON	\$	152.00
FIDELITY SECURITY LIFE	\$	79.70
GRAND RAPIDS CITY PAYROLL	\$	135.00
GRAND RAPIDS CITY PAYROLL	\$	323,601.66
GRAND RAPIDS STATE BANK	\$	464.60
HAWK CONSTRUCTION INC	\$	6,000.00
ITASCA COUNTY RECORDER	\$	230.00
LAKE COUNTRY POWER	\$	52.87
MARCO TECHNOLOGIES, LLC	\$	110.65
MEDTOX LABORATORIES INC	\$	26.38
METROPOLITAN LIFE INSURANCE CO	\$	2,398.40
MINNESOTA ENERGY RESOURCES	\$	53.33
MINNESOTA ENERGY RESOURCES	\$	18.00
MINNESOTA ENERGY RESOURCES	\$	126.97
MINNESOTA ENERGY RESOURCES	\$	62.30
MINNESOTA ENERGY RESOURCES	\$	18.00
MINNESOTA ENERGY RESOURCES	\$	19.51
MINNESOTA ENERGY RESOURCES	\$	526.43
MINNESOTA ENERGY RESOURCES	\$	48.77
MINNESOTA ENERGY RESOURCES	\$	652.78
MINNESOTA ENERGY RESOURCES	\$	45.00
MINNESOTA ENERGY RESOURCES	\$	48.77
MN DEPT OF PUBLIC SAFETY	\$	16.25
MINNESOTA REVENUE	\$	15,227.00
PHILLIP K MURPHY	\$	925.00
MICHELLE KORTEKAAS	\$	48.00

06/17/25 - 07/07/25



**CITY OF GRAND RAPIDS BILL LIST - JULY 14, 2025**

## Department Summary Report

Item 3.

NORTHERN DRUG SCREENING INC	\$	90.00
KEVIN OTT	\$	805.94
P.U.C.	\$	24,302.23
P.U.C.	\$	7,575.63
WILLIAM SAW	\$	17.97
TASC	\$	35.55
UNITED PARCEL SERVICE	\$	45.67
VISA	\$	2,182.69
MATTHEW WEGWERTH	\$	57.00
WEX INC	\$	2,719.37
JANELLE BASTIAN	\$	500.00
ANGELLA ERICKSON	\$	206.44
<b>TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:</b>	\$	397,171.75
<b>TOTAL ALL DEPARTMENTS:</b>	\$	568,844.60



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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 14, 2025

**AGENDA ITEM:** Consider approving agreements with Twist of Fate and Time Machine for musical performances at 2025 Tall Timber Days event

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

The City's agreement with Tall Timber Days is to contract with the bands so that they fall under the City's insurance. Tall Timber Days then reimburses the City for the cost of the bands. Attached are contracts for two bands for performances at Tall Timber Days. Payment details listed below:

- Twist of Fate - \$1300.00 to be paid day of performance
- Time Machine - \$6500.00 (less \$1500.00 pre-paid deposit) to be paid day of performance

### REQUESTED COUNCIL ACTION:

Make a motion to approve agreements with Twist of Fate and Time Machine bands for 2025 Tall Timber Days performances and authorize payment of \$1300.00 and \$5000.00 respectively.

Twist Of Fate  
Contract for performance

Twist Of Fate has agreed to perform for the Tall Timber Days street dance on Friday, August 1st 2025, from no earlier than, 7:30pm to no later than, 11:30pm.

The total amount of compensation agreed upon for this performance will be in the sum of, ONE thousand three hundred dollars and zero cents (\$1300.00)

Payment must be presented no later than the same day of performance, and no later than the end of performance. (Unless prior arrangements for payment have been agreed upon)

Twist Of Fate requires that adequate power, a stage, and shelter over the stage must be provided by the venue.

Twist Of Fate reserves the right to cancel performance if these items are not provided, and will require the total amount of payment outlined in this contract, to be provided for securing the date and inconvenience.

Twist Of Fate will provide all sound and lighting for performance, and assumes all responsibility for the sound and lighting items Twist Of Fate has provided.

Twist Of Fate, or the venue, reserves the right to cancel performance due to any unforeseen event such as weather or any other event that is beyond the control of the venue or Twist Of Fate, and does not expect any payment in the case of such an event. A delay or reschedule of performance due to such an event can be agreed upon, and will be determined on or before the date of performance, and only if Twist Of Fate has no prior obligations with reschedule dates or times discussed. Twist Of Fate reserves the right to ask for more compensation in the event of being asked by the venue to perform longer than the agreed amount of time previously stated in this contract. Added payment for longer performance is subject to the same terms of initial payment. Twist Of Fate reserves the right to not perform longer if asked to.

Twist Of Fate agrees to conduct themselves in a professional manner the entire time they are present for setup, teardown, and performance.

The terms and conditions in this contract are not binding unless Twist Of Fate receives a physical, or an emailed copy of this contract signed and dated by the contact person for the venue.

The members of Twist Of Fate would like to thank you for choosing us for your event. We are looking forward to performing for you, and we will be READY TO ROCK!!

Signed

Title

Date

Randy Shrout

Revised: 02/27/2025, 04:19 pm

**TIME MUSIC AGENCY, INC****Office: (952) 448-4202 [www.timemusicagency.com](http://www.timemusicagency.com)****MUSICAL PERFORMANCE SERVICES AGREEMENT*****ANY AND ALL RIDERS SENT WITH ORIGINAL CONTRACT ARE MADE A PART HEREOF***

This Musical Performance Services Agreement is being entered into on July 11th, 2024 by and between the purchaser and the Artist. Whereas the purchaser of Artist (herein called "Purchaser") is a business or organization desiring to hire entertainment, and whereas the Artist (herein called "Artist") are desiring to furnish the Purchaser their services. Therefore in consideration of the promises of the parties and for other good and valuable consideration as set forth below, the Purchaser agrees to hire the Artist and the Artist agrees to perform for the Purchaser upon the terms and conditions as set forth in this agreement. The agent (herein called "Agency") is Time Music Agency who has the right and permission to execute this contract on behalf of ARTIST.

**1. Artist:** Time Machine**2. Venue:** Street Dance  
Downtown  
Grand Rapids, MN 55744**3. Date(s) of Engagement:** 08/02/2025**Load-In:****Soundcheck:****Doors:****Showtime:** 8:00 pm - 12:00 am  
3 sets with breaks**4. Compensation:** \$6,500.00 (Six Thousand Five Hundred and 00/100 dollars - U.S.)**5. Payment:****5a.** A non-refundable earnest money deposit in the amount of \$1,500.00 has been paid to Time Music Agency.**5b.** The remaining balance of \$5,000.00 is due owing and shall be made payable to Time Machine the day of the show.

TIME IS OF THE ESSENCE ON ALL PAYMENTS DUE TO: TIME MACHINE

**6. Production and Staging:** Artist to provide production.

Purchaser will provide a professional stage requisite of the specific ARTIST's needs. Artist will provide an amplified sound system and lighting. In addition Artist will provide qualified monitor, house and light technicians, all of whom will be available during sound or line check as well as ARTIST's performance. Purchaser agrees that ARTIST has no obligations to provide any equipment or personnel other than what is described in this Section in order to facilitate ARTIST's live musical performance



Revised: 02/27/2025, 04:19 pm

**7. Additional Terms:**

See "TIME MACHINE RIDER" Client MUST provide a case of water to the band at the stage upon arrive by the band or by the crew. Non-Negotiable.

REVISED DEPOSIT and Deposit Due Date

**8. Accommodations:**

5 rooms

**9. Permits/Licenses:**

Artist is not responsible for any necessary permits and licenses necessary to schedule, implement and facilitate ARTIST's performance, including but not limited to, performing rights organizations including, but not limited to, ASCAP, BMI, SESAC and SoundExchange; federal, state and local governmental authorities; and the property owner(s) or agents and assigns thereof on whose real property the Artist's performance shall take place.

**10. Inclement Weather/Outdoor Performances:**

In the event of inclement weather, purchaser agrees to provide an alternative site PRIOR to any setup of the ARTIST or the ARTIST's production crew if applicable. If no alternative site is provided, ARTIST will have no liability to Purchaser if ARTIST determines, in its exclusive and sole right of discretion, that its performance is or will become hazardous, prevented or substantially impaired due to inclement weather. In such occurrence, Purchaser remains liable to ARTIST for the full contract price. Water in the air space or on the surface of the performance area can render that show cancellable at ARTIST's discretion.

**11. RE-BOOKING:**

In the event Purchaser or Artist, on their own effort and without written permission involving Time Music Agency, Inc., books Artist into any establishment owned in whole or part, booked alone or with other parties, or controlled/represented by the Purchaser within twelve (12) months after the engagement date above, Time Music Agency, Inc shall be owed and paid by Artist a commission of 25% ( twenty-five percent ) of the total contract price that Artist and Purchaser agreed to therein and Artists's failure to honor this clause is a material breach of this contract.

The parties have read, understood, and agree to the conditions and terms of this contract and any riders attached to this agreement. Both parties have had adequate time to review this contract with their respective legal counsel or advisors.

Dated: \_\_\_\_\_

For Purchaser

Dated: \_\_\_\_\_

For ARTIST - Tax ID#: 27-1942260

X

**By:**  
**Tasha Connelly Mayor of Grand Rapids**  
**City of Grand Rapids**

**Mobile Phone: (303)618-5561**  
**davidjess356@hotmail.com**

**On behalf of ARTIST by:**  
**Chad Higgins**  
**Time Music Agency**

**Office: (952) 448-4202**  
**Chad@timemusicagency.com**

## Time Machine Tour Rider

The following rider is attached to and made a part of the Artist Engagement Contract and is to be provided to the artist at no cost. The artist makes these requests to help insure that the band and crew receive the following provisions and amenities to achieve a professional and high quality performance.

### Stage and Set-up:

- Access to facility must be available at least 5 hours prior to performance
- Please notify management of any irregular load ins
- **Minimum** stage requirements: 24' wide x 16' deep. Stage must be level.
- 8'x 8' Drum Riser is requested to be center stage. Preferred height is 16", but anything between 12" and 24" is acceptable.
- Parking must be available for 2 trucks w/trailers, and 5 cars

### Power Requirements:

- 220-50 amp single phase for lights and 50 amp single phase for sound. Range plug three straight one round two positives neutral and ground or can wire direct

### **When Purchaser provides production, the following applies:**

#### Front of House Sound Requirements:

- Console- 32 channel x 8 minimum with 4 band EQ, 6 auxiliary sends minimum
- 31 band EQ and professional effects processing
- Main speakers and power should sufficiently cover the entire venue at full capacity.

#### Monitor Requirements:

- 24 channel monitor mixer with 6 mixes and 31 band EQs. Four wedges across the front. All wedges require a 15" speaker and 2" horn.
- Monitor feed for drum mixer (run to drums).

Lighting Requirements:

- Stage lighting needs to be of professional quality, and needs to sufficiently light up the entire stage. Minimum of (24) 500 watt par 64's upstage, and (12) downstage. Moving lights are always welcome.
- A spotlight should be used in venues with a capacity of 300 persons or more

Hospitality:

- Purchaser must provide a clean, well lit, dry, lockable, heated/cooled dressing room adjacent or in VERY close proximity to the stage for costume changes throughout the show. The following items to be placed in room (on ice) before band arrives - THESE ARE THINGS WE ENJOY, NOT DEMAND:
- 1 case of bottled water
- 1 case of Michelob Golden light beer (or Coors Light)
- 12 assorted soft drinks (Diet)
- 8 pack of 5 Hour Energy or equivalent
- Meals: For any show outside of a 60 mile radius from the Minneapolis/St. Paul metro area, please provide healthy meals for 8.

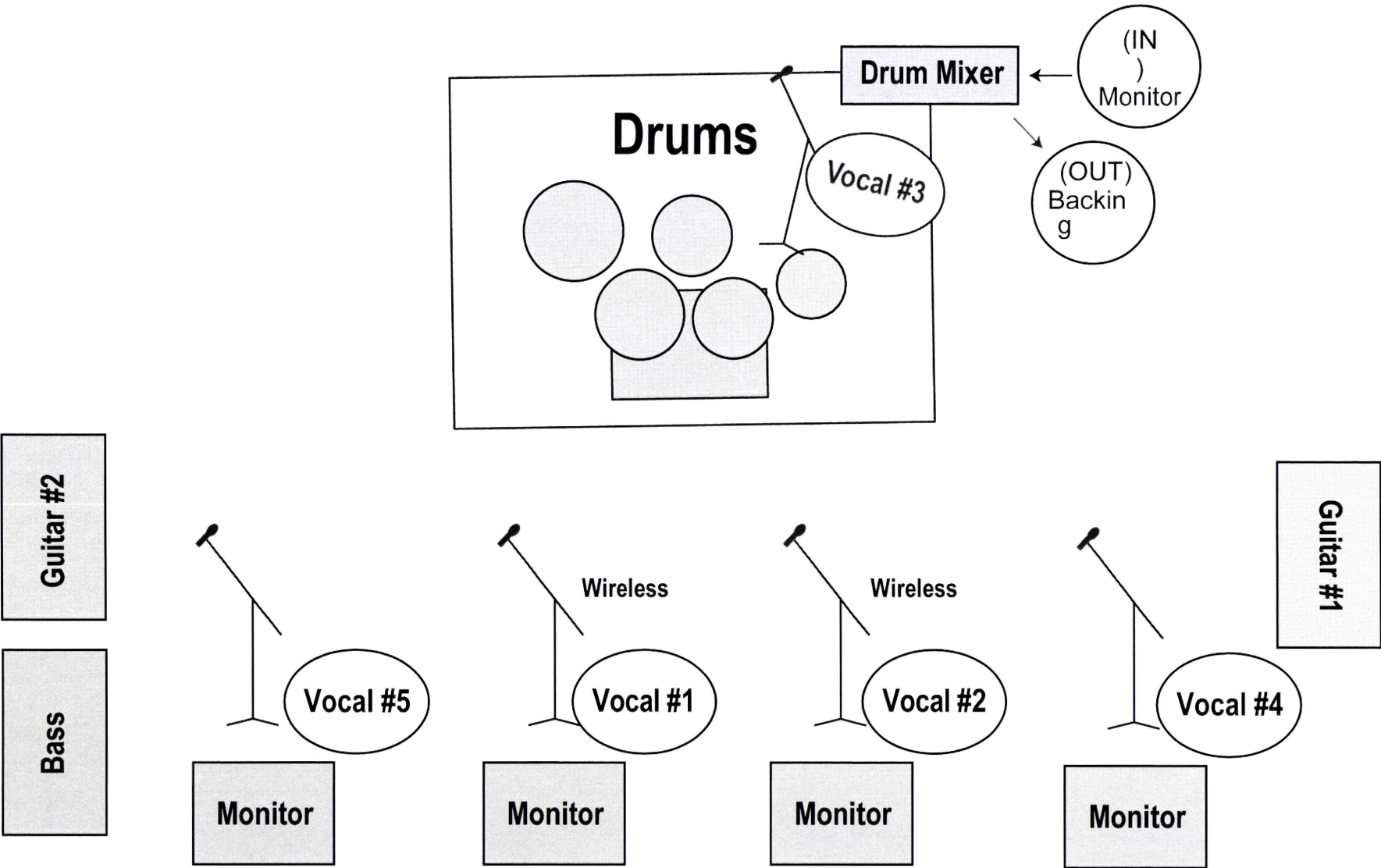
Please contact with any questions or comments:

Time Machine Management  
Chad Higgens  
Time Music Agency  
952-448-4202  
chad@timemusicagency.com

Stage Plot

# TIME MACHINE

Stage Plot





# TIME MACHINE

## Input List

- 1) Kick Drum
- 2) Snare Drum
- 3) Tom 1
- 4) Tom 2
- 5) Tom 3
- 6) Floor Tom 1
- 7) Floor Tom 2
- 8) Hi-Hat
- 9) Ride Cymbal
- 10) Overhead Mic
- 11) Overhead Mic
- 12) Backing Tracks
- 13) Bass
- 14) Guitar 2
- 15) Guitar 1
- 16) Vocal 1 (Jay)
- 17) Vocal 2 (Leisha)
- 18) Vocal 3 (Kevin – Guitar)
- 19) Vocal 4 (Ivan – Bass)



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 14, 2025

**AGENDA ITEM:** Authorize signatures on Trimble/CityWorks Mutual Nondisclosure Agreement and CityWorks/Azteca Systems Addendum #4-Licensee Acknowledgement and Oracle America Inc License Amendment #1.

**PREPARED BY:** Laura Pfeifer

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**BACKGROUND:**

Currently, the City and Public Utilities jointly uses CityWorks for various tasks throughout both entities. As the implementation of the new City and Public Utilities Enterprise Resource Planning (ERP) software is progressing with Oracle NetSuite for Government, additional licensee disclosure is needed between Trimble, Azteca Systems, LLC who supports CityWorks and Oracle America to allow communication between these software.

There is no financial implications to signing these agreements.

**RECOMMENDATION:**

Make a motion to approve authorizing signatures on Trimble/CityWorks Mutual Nondisclosure Agreement and CityWorks/Azteca Systems Addendum #4-Licensee Acknowledgement and Oracle America Inc License Amendment #1.

## ADDENDUM #4 - LICENSEE ACKNOWLEDGMENT

This Addendum is hereby incorporated into the Cityworks License and Maintenance Agreement by and between Azteca Systems, LLC (“Azteca”) and City of Grand Rapids, Minnesota (“Licensee”) and fully executed April 14, 2019 (the “Agreement”). If Licensee engages the Third Party Contractor identified below to perform services related to Licensee’s Cityworks’ instance, the following terms conditions and provisions apply:

1. Access and use of the Licensed Products by the Third Party Contractor is solely for Licensee’s benefit and will automatically terminate upon termination or expiration of the Agreement;
2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the Agreement;
3. Before accessing the Licensed Products or receiving any confidential information provided by Azteca (including without limitation technical information concerning the Licensed Products and associated APIs), Licensee is responsible for ensuring a) the Third Party Contractor complies with the terms of the License and Maintenance Agreement including this Addendum, and b) the Third Party Contractor is subject to a non-disclosure agreement that i) requires it to protect and safeguard such confidential information with no less than a reasonable standard of care, ii) acknowledges that Azteca is the owner of all confidential information and any associated intellectual property rights therein and iii) prohibits the disclosure of any confidential information to anyone except Licensee or Azteca;
4. Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products or breach of the Agreement, as if such actions or omissions were the Licensee’s;
5. Use of the Software by such Third Party Contractors on Licensee’s behalf will be governed by the terms of the Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;
6. This Addendum does not modify the license or increase the number of licenses granted under this Agreement.
7. Azteca authorizes Third Party Contractor to access and use the Licensed Products in accordance with the terms of this Addendum and the Agreement.

Oracle America, Inc.  
 Third Party Contractor Name (Print)

Agreed and Accepted:

**AZTECA SYSTEMS, LLC**

DocuSigned by:  
 By: Carlos Abaunza  
 92969BE0AABA49F...

Name: Carlos Abaunza

Title: Senior Director - Legal

Date: 5/30/2025

**City of Grand Rapids, MN – (LICENSEE)**

By: \_\_\_\_\_

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

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

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

<b>Company:</b> <i>Full legal name</i>	City of Grand Rapids, MN
<b>Purpose:</b> <i>How Confidential Information may be used</i>	To provide technical information concerning Cityworks
<b>NDA Term:</b> <i>The disclosure period</i>	One (1) year commencing on the Effective Date
<b>Confidentiality Survival Period:</b> <i>Duration of the confidentiality obligation post-termination</i>	Three (3) years from the date of termination or expiration of the NDA
<b>Governing Law:</b>	State of Minnesota, United States of America
<b>Jurisdiction and Venue:</b>	Federal and state courts situated in the State of Minnesota, United States of America
<b>Additional Terms:</b>	None

THIS MUTUAL NONDISCLOSURE AGREEMENT (the “**NDA**”) is made by and between the Company named above (“**Company**”), and the undersigned Trimble entity (“**Trimble**”), each on behalf of itself and its Affiliates (including Azteca Systems, LLC) as defined below (Company and Trimble each a “**Party**”, and collectively, the “**Parties**”). The NDA Terms in Attachment A are incorporated by reference into, and are made a part of, this NDA.

The duly authorized signatories of Company and Trimble have executed this NDA, effective as of the later of the dates below (the “**Effective Date**”).

Company	Trimble Inc.
By:	By:
Name:	Name:
Title:	Title:
Dated:	Dated:
<i>Physical Address for Notice Purposes:</i>	<i>Physical Address for Notice Purposes:</i> Trimble Inc. Attn: General Counsel, Important Legal Notice 510 De Guigne Avenue, Sunnyvale, CA 94085

## Attachment A – NDA Terms

**1. Purpose.** The Parties have commenced or desire to commence discussions for the limited purpose set forth on the signature page of this NDA (the “**Purpose**”), and expect that each Party may disclose or make available to the other certain Confidential Information, as defined below, in connection with the Purpose. The Parties intend for this NDA, among other things, to limit the manner and extent to which each recipient may use or disclose the other Party’s Confidential Information. For the purposes of this NDA, “**Discloser**” refers to the party disclosing Confidential Information; “**Recipient**” refers to the party receiving Confidential Information; and “**Affiliate**” means a Party’s parent, subsidiary company, joint venture or a corporate affiliate that controls, is controlled by or under common control with such Party, or a Party’s joint venture.

**2. Confidential Information.** “**Confidential Information**” means any non-public information or material relating to the existing or prospective business and/or technology of a Party, its Affiliates, or their third party commercial partners which (a) is expressly marked as confidential by Discloser at the time of disclosure, (b) is disclosed orally provided Discloser identifies it as confidential at the time of disclosure and confirms in writing the confidential nature of the Confidential Information disclosed orally within thirty (30) calendar days of oral disclosure, or (c) would otherwise reasonably be understood to be of a confidential nature given the circumstances surrounding the disclosure and nature of the information. Confidential Information may include, but is not limited to, a Party’s product and roadmap information, business and marketing plans, financial/pricing information, employee or contractor information, customer and vendor related data, strategies, plans, software, techniques, drawings, designs, processes, specifications, technical data, research and development, inventions, intellectual property and know-how. The existence and terms of this NDA are Confidential Information.

**3. Obligations of Confidence.** Except as expressly permitted or further restricted by Section 4 below, each Party agrees as recipient of Discloser’s Confidential Information that it will: (a) not disclose such Confidential Information to any third parties without Discloser’s express prior written consent to do so, and (b) exercise the same degree of care to protect such Confidential Information from any possession, use or disclosure not expressly permitted by this NDA, that Recipient generally uses to protect its own information of similar nature, but no less than a reasonable standard of care. Recipient will comply with all applicable export control and insider trading laws, rules and regulations in connection with the

use of Discloser’s Confidential Information by it, its Affiliates, and their Representatives (as defined below).

**4. Permitted Use and Disclosure.** Discloser’s Confidential Information may be possessed, used and disclosed by Recipient only as follows:

a. Possession and Use: Recipient may possess, use and reproduce such Confidential Information solely for the Purpose defined above. The Purpose shall not include disclosure except as expressly permitted below. Recipient shall not disassemble, decompile or otherwise reverse engineer any samples, prototypes, software or other tangible objects provided by Discloser hereunder. If Company is provided with Trimble Confidential Information in the form of software/firmware or hardware products in connection with the Purpose, Company may use and operate such products solely for its own internal testing and evaluation in connection with the Purpose. Any feedback provided concerning Trimble’s products, services, or Confidential Information are hereby assigned by Company to Trimble and will be deemed Confidential Information, and the sole property, of Trimble.

b. Disclosure: Recipient may disclose such Confidential Information to its, or its Affiliates’, employees, contractors, agents, legal and financial advisors, and consultants (collectively, “**Representatives**”) on a strict “need to know” basis and solely for the Purpose, provided that (a) each such Representative to whom such disclosure is made (i) is notified of the confidential nature of the disclosure and (ii) is under an obligation to hold the Confidential Information in confidence under terms and conditions at least as restrictive as the terms and conditions of this NDA, or is bound by laws or codes of professional conduct to keep such information confidential, and (b) Recipient shall be responsible for any breach of this NDA by its Representatives. If Recipient becomes aware of any improper disclosure, use or possession of Discloser’s Confidential Information during the nondisclosure period, Recipient will promptly notify Discloser in writing.

c. Legally Required Disclosure: Disclosure of any Confidential Information by a Party hereunder shall not be precluded if such disclosure is required by Recipient pursuant to judicial, governmental or administrative process, requirement, order or disclosure demand, but only to the extent required and provided that Recipient in each instance before making such disclosure first (i) promptly upon receipt of such disclosure request notifies the other party of such disclosure request, unless prohibited by law or the terms of the disclosure request; and (ii) reasonably cooperates with the other Party in making, if available under applicable law, a good faith effort to obtain a protective order or other appropriate

determination against or limiting disclosure or use of the Confidential Information, at no cost to Recipient.

**5. Return or Destruction of Confidential Information.**

Upon the earlier of the expiration of this NDA or Discloser's written request, Recipient shall, at Recipient's option, either: (a) promptly destroy all copies of the written Confidential Information in its and its representatives possession and confirm such destruction to Discloser in writing, or (b) promptly deliver to Discloser all copies of the written Confidential Information in its and its Representatives' possession; *provided, however*, that (i) Recipient shall not be required to destroy or return digitally archived data stored as part of its standard network back-up practices provided that such data is secured and not readily accessible and is destroyed in accordance with Recipient's regular backup retention cycle, and (ii) Recipient may retain such Confidential Information to the extent necessary to comply with legal and regulatory requirements. Recipient will continue to treat any data under (i) and (ii) above in accordance with the obligations of confidentiality set forth in this NDA.

**6. Exceptions to Confidentiality.** Notwithstanding any other provisions of this NDA, each Party acknowledges that Confidential Information shall not include information which Recipient can reasonably demonstrate by written evidence (a) is now or becomes part of the public domain through no fault or omission of Recipient or its Representatives; (b) is already lawfully known by Recipient on a non-confidential basis prior to Discloser's disclosure; (c) is lawfully received, without obligation of confidentiality, by Recipient from a third party; or (d) is independently developed by or for Recipient without use of or reference to Discloser's Confidential Information.

**7. Right to Disclose; No Other Warranties.** Each Party represents that it has the right to disclose all Confidential Information provided under this NDA. Except for the foregoing, the Parties agree that the Confidential Information provided by either Party to the other Party is provided "as is." No other representations or warranties with respect to Confidential Information, either express or implied, are made by Discloser. Discloser shall not have any liability or responsibility for errors or omissions in, or any business decisions made by Recipient in reliance on, Discloser's Confidential Information.

**8. Term and Termination.** This NDA shall commence on the Effective Date and continue until the earlier of (a) the provision of ten (10) calendar days prior written notice by one Party to the other of its election, with or without cause, to terminate this NDA, or (b) the end of the period specified as the "NDA Term" on the signature page of the NDA. Notwithstanding the foregoing or anything to the contrary contained herein, to the extent the Parties and/or any of their Affiliates enter into a definitive

agreement between them as a result of the Purpose containing confidentiality obligations, the confidentiality obligations of this NDA will terminate and will be superseded and replaced by the confidentiality obligations set forth in such agreement.

Notwithstanding the expiration or termination of this NDA, all provisions of this NDA relating to the rights and obligations concerning Confidential Information disclosed prior to the expiration or termination of this NDA shall continue for the "Tail Period" on the signature page of the NDA. Each Party covenants that it shall not share any trade secrets with the other under this NDA.

**9. Disclaimers.** Nothing in this NDA shall operate to create or transfer an ownership or other interest in any Confidential Information, nor require the disclosure by Discloser of any of its Confidential Information, nor restrict, inhibit or encumber Discloser's right or ability to dispose of, use, distribute, disclose or disseminate in any way its own Confidential Information. Neither Party acquires any patent, copyright, mask work or trademark rights under this NDA. Nothing herein shall obligate either Party to (a) enter into any business arrangements or agreements with the other Party, or (b) reimburse the other Party for costs and expenses for any effort expended by such Party. Each Party shall bear its own costs and expenses in connection with this NDA and the Purpose.

**10. Independent Development.** The Parties acknowledge and agree that this NDA shall not preclude a Party from independently developing and marketing products or services involving technology or ideas similar to those disclosed, provided that Party does not violate any of its obligations under this NDA in connection with such activities.

**11. Remedies.** Recipient acknowledges that remedies at law may be inadequate to protect Discloser against any actual or threatened breach of this NDA by Recipient or its Representatives and, without prejudice to any other rights and remedies otherwise available to Discloser, Recipient agrees to the granting of injunctive or other equitable relief in Discloser's favor, without proof of actual damages or the requirement of posting a bond or other security.

**12. Miscellaneous.** This NDA sets forth the entire understanding between the parties with respect to the subject matter thereof, and supersedes all prior agreements or understandings with respect to its subject matter. In the event of a conflict between a term or provision in this NDA and a corresponding term or provision in the Additional Terms on the signature page of the NDA, the Additional Terms control. No amendment to this NDA will be valid unless made in writing and duly signed by the Parties. No waiver of any provision or breach of this NDA (a) shall be effective unless made in writing, or

(b) shall operate as or be construed to be a continuing waiver of such provision or breach. In the event any portion of this NDA is held to be invalid or unenforceable, such portion shall be construed as nearly as possible to reflect the original intent of the parties, or if such construction cannot be made, such provision or portion thereof shall be severable from this NDA, provided that the same shall not affect in any respect whatsoever the remainder of this NDA. Any notification of any event required pursuant to this NDA shall be in writing, shall reference this NDA, and shall be personally delivered or sent by nationally or internationally recognized express courier to the other Party at the address specified on the signature page hereto. Notice shall be deemed effective upon delivery. Each Party is an independent contractor, and is not an employee, partner, agent or authorized representative of, the other Party. Neither Party will have the power to bind the other or incur obligations on the other Party's behalf. This NDA shall be binding on and inure to the benefit of the Parties and their permitted successors and assigns, except that a Party shall not assign its obligations under this NDA without the other Party's express written consent, such consent not to be

unreasonably withheld or delayed. The Parties have specifically requested that this NDA be drafted in English. *Les Parties ont spécifiquement demandé à ce que cette entente soit rédigée en anglais.* This NDA shall be exclusively governed by the governing law specified on the signature page of this NDA, without reference to or use of any conflicts-of-laws provisions. The parties irrevocably submit to the exclusive jurisdiction and venue specified on the signature page of this NDA for the purposes of any and all proceedings arising out of this NDA, to the exclusion of all other courts and venues, and both Parties waive any objection to such jurisdiction and venue. THE PARTIES KNOWINGLY, INTENTIONALLY, UNCONDITIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO TRIAL BY JURY. This NDA may be executed in counterparts and by each party on a separate counterpart, each of which, when so executed and delivered shall be an original, but all of which together shall constitute but one and the same instrument. A fax or electronic signature or signature delivered as an imaged attachment to an e-mail message shall be deemed equivalent to an original ink signature.




**ORDERING DOCUMENT  
AMENDMENT ONE**

<b>Your Name:</b> City of Grand Rapids <b>Your Address:</b> 420 N. Pokegama Avenue Grand Rapids, MN 55744	Oracle America, Inc. 500 Oracle Parkway Redwood Shores, CA 94065
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This amendment ("Amendment One") amends the order identified below and all amendments thereto (the "order") between You and Oracle America, Inc. ("Oracle").

**Offer Valid through:** 29-AUG-2025.

## A. AMENDMENT DETAILS

You and Oracle agree to amend the order as follows:

### 1. US-16430203

- a. Delete the existing Services table in its entirety and replace with the following:

Services	Reference	Fees	Estimated Expenses	Total Fees and Estimated Expenses
Fixed Price Services	Exhibit 1	\$268,008.00	\$26,800.00	\$294,808.00
Fixed Price Services	ODA1	\$0.00	\$0.00	\$0.00
<b>Total Fees and Estimated Expenses</b>		\$268,008.00	\$26,800.00	<b>\$294,808.00</b>

- b. Section **B. ADDITIONAL ORDER TERMS** – Append the following new term to the end of this section:

"4. Acknowledgement.

You are giving Oracle access to the Cityworks software and Oracle acknowledges and agrees that the use of such software is limited to the provision of services under the order and that Oracle must comply with sections 3.1, 4.1 and 4.2 of the Cityworks License and Maintenance Agreement (attached as Appendix B to Fixed Price Exhibit 1). Oracle acknowledges and agrees that Azteca Systems and its licensors are the owners of the intellectual property rights in such software. To the extent that any Azteca or Trimble Cityworks information which is clearly identified as confidential is provided to Oracle, then Oracle: (1) will take actions to protect and safeguard such confidential information with no less than a reasonable standard of care and (2) will not disclose any such confidential information to anyone other than You."

### 2. Exhibit 1

- a. Add the document titled "Cityworks License and Maintenance Agreement" (attached hereto) as a new Appendix B to Exhibit 1.



**B. ADDITIONAL TERMS**

In the event of any inconsistencies between the order and this Amendment One, this Amendment One shall take precedence. Subject to the modifications herein, the order shall remain in full force and effect.

<b>City of Grand Rapids:</b>	<b>Oracle America, Inc.:</b>
Authorized Signature: _____	Authorized Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Signature Date: _____	Signature Date: _____
Amendment Effective Date: _____ <i>{to be completed by Oracle}</i>	

## CITYWORKS® LICENSE AND MAINTENANCE AGREEMENT

This Software License and Maintenance Agreement made by and between Azteca Systems, LLC ("Azteca Systems") a Delaware limited liability company, with a place of business at 11075 South State, Suite 24, Sandy, Utah 84070 USA and the City of Grand Rapids, Minnesota, using certain of Azteca Systems Licensed Products hereinafter referred to as "Licensee." This Agreement is effective immediately upon delivery of Licensed Products (the "Effective Date").

Azteca Systems Products are licensed under the terms and conditions of the Agreement. This agreement, when executed by the licensee named below ("Licensee") and Azteca Systems, LLC (Azteca Systems), as licensor of the Software, Online, Services, and Documentation licensed under the License Agreement, will supersede any previous Agreements including the License Agreement presented in the installation process requiring acceptance by electronic acknowledgement and will constitute a signed License Agreement.

This signed Agreement includes (i) this License and Maintenance Agreement, (ii) Addendum #1 – Product Licensing, (iii) Addendum #2 – Standard Maintenance and Support and (iv) Addendum #3 – Third Party Contractor Acknowledgment.

This signed Agreement may be executed in duplicate by the Parties. An executed Agreement, modification, amendment, or separate signature page shall constitute a duplicate if it is transmitted through electronic means, such as fax or email, and reflects the signing of the document by any Party. Duplicates are valid and binding even if an original paper document bearing each Party's original signature is not delivered.

### ARTICLE 1—DEFINITIONS

#### 1.1 Definitions. The terms used are defined as follows:

- a. "Agreement" means this Software License Agreement between Azteca Systems and Licensee, inclusive of all schedules, exhibits, attachments, addenda and other documents incorporated by reference.
- b. "Authorization Code(s)" means any key, authorization number, enablement code, login credential, activation code, token, account user name and password, or other mechanism required for use of a Product.
- c. "Authorized User" or "User" shall mean: (i) a direct user of the Licensed Products, including but not limited to Licensee's employees; (ii) Licensee's consultants who have agreed to maintain the Licensed Property in confidence and use it only for the benefit of Licensee, or (iii) members of the public gaining access to, and only limited use of, the Licensed Products via the Software's public web portal (if applicable). Other than limited use of the Products through the software's web portal, the public is not considered an authorized user.
- d. "Client Data" means the data provided or inputted by or on behalf of Licensee, including personally identifiable information, for use with the Software.
- e. "Covered Software" shall mean the particular Cityworks Software, scripts, interfaces and custom code identified in Addendum #1.
- f. "Deployment Server License" means a license that, in addition to providing staging server License rights, authorizes Licensee to install and use the Software for deployment in Licensee's internal use.
- g. "Testing Server License" means a license that authorizes Licensee to install and use the Software on a server in Licensee's internal use to provide testing License rights prior to deployment.
- h. "Documentation" means all user reference documentation that is delivered with the Software.
- i. "Internal Use" means use of the Licensed Products by employees of Licensee in Licensee's internal operations but does not include access of the Licensed Products by, or use of the Licensed Products in the provisions of services to, Licensee's clients or customers. Internal Use also includes use of the Licensed Products by contractors of Licensee, including contractors providing outsourcing or hosting services, as long as Licensee assumes full responsibility for the compliance with this Agreement in such use. Use of the Licensed Products (or any part thereof) for the benefit of others, whether by means of a software as a service offering, service bureau application, application service provider, outsourcing or other means of providing service to any third party shall not be considered Internal Use.
- j. "Licensed Products" or "Products" shall mean the portion of the Cityworks Software and the Documentation to which Licensee has purchased a License as identified as specified in Addendum #1

attached hereto. Licensed Products shall include any updates or upgrades to the Licensed Products that Azteca Systems may at its discretion deliver to Licensee. Products includes but is not limited to Software, Online Services, and Documentation licensed under the terms of this license Agreement.

- k. "Login" means a license that allows Licensee to permit a single authorized named end user to use the Software, Data, and Documentation installed on a server and accessed from a computer device.
- l. "Online Services" means any Internet-based system, including applications and associated APIs, hosted by Azteca Systems or its licensors, for storing, managing, publishing, and using Cityworks software and data, and other information.
- m. "Ordering Document(s)" means a sales quotation, purchase order, or other document identifying the Products that Licensee orders.
- n. "Preview" means any alpha, beta, or prerelease Product.
- o. "Sample(s)" means sample code, sample applications, add-ons, or sample extensions of Products.
- p. "Server" means each single instance of an operating system, whether physically installed on a computer or within a virtualized environment.
- q. "Software" or "Cityworks Software" means all or any portion of Azteca Systems proprietary software technology, excluding data, accessed or downloaded from an Azteca Systems (Cityworks) authorized website or delivered on any media in any format including backups, updates, upgrades, and service packs.
- r. "Standard Maintenance" or "Maintenance Addendum" shall mean the Standard Software Maintenance & Support Addendum #2.
- s. "Term License" means a license or access provided for use of a Product for a limited time period ("Term") or on a subscription or maintenance basis as specified herein.

## ARTICLE 2—INTELLECTUAL PROPERTY RIGHTS AND RESERVATION OF OWNERSHIP

Products are licensed, not sold. Azteca Systems and its licensors own Products and all copies, which are protected by United States and applicable international laws, treaties, and conventions regarding intellectual property and proprietary rights including trade secrets. This Agreement does not transfer ownership rights of any description in the Software, materials, or services to Licensee or any third party. Licensee agrees to use reasonable means to protect Products from unauthorized use, reproduction, distribution, or publication. Azteca Systems and its third-party licensors reserve all rights not specifically granted in this Agreement including the right to change and improve Products.

## ARTICLE 3—GRANT OF LICENSE

**3.1 Grant of License.** Subject to the terms of this Agreement, Azteca Systems grants to Licensee a personal, nonexclusive, nontransferable license solely to use the Products as set forth in Addendum #1 – Product Licensing (i) for which the applicable license fees have been paid; (ii) for Licensee's own internal use; and (iii) in accordance with this Agreement and the configuration ordered by Licensee or as authorized by Azteca Systems; and (iv) for the applicable Term or until terminated in accordance with Article 5. License types may include, but are not limited to Login, Workgroup, Departmental, ELA (Enterprise License) Licenses. Licensee may allow Third Party Contractors to access and use the licensed Software, provided Licensee and Third Party Contractor agree to and are bound by the terms set forth in Addendum 3. In addition to the Scope of Use in Article 4, Addendum #1 – Product Licensing which applies to specific Products, Addendum #2 – Standard Maintenance and Support, and Addendum #3 – Third Party Contractor Acknowledgment (if applicable) collectively, are incorporated in this Agreement.

- a. *Software.* Use and License for specific Software products are set forth in Addendum 1- Product Licensing Addendum, which is incorporated by reference.
- b. *Maintenance.* Maintenance terms are set forth in Section 9.11 below and in Addendum 2, - Standard Maintenance and Support which terms are incorporated by reference.
- c. *Third Party Contractor.* Terms of use for Third Party Contractor software usage (if applicable) are set forth in Addendum #3, which is incorporated by reference.

**3.2 Preview Release Licenses.** Products acquired under an evaluation license or under a Beta program are intended for evaluation and testing purposes only and not for commercial use. Any such use is at Licensee's own risk, and the Products do not qualify for Azteca or distributor maintenance.

**3.3 Special Use Programs.** If Licensee acquires Products under a special program for noncommercial, nonprofit, educational, or other limited-use license, Licensee's use of the Products is subject to the terms set forth in the applicable enrollment form or as described on Azteca's website in addition to the non-conflicting terms of this Agreement. All such program terms are incorporated herein by reference.

**3.4 Delivery.** Unless otherwise requested by Licensee, Azteca Systems shall provide an electronic link to make available to Licensee the Licensed Property by electronic download and a license key to activate the Licensed Property.

## ARTICLE 4—SCOPE OF USE

### 4.1 Permitted Uses

- a. For Products delivered to Licensee, Licensee may:
  - 1. Install and store Products on electronic storage device(s);
  - 2. Make archival copies and routine computer backups;
  - 3. Install and use a newer version of Software concurrently with the version to be replaced during a reasonable transition period not to exceed 6 months, provided that the deployment of either version does not exceed the Licensee's licensed quantity; thereafter, Licensee shall not use more Software in the aggregate than Licensee's total licensed quantity; and
  - 4. Move the Software in the licensed configuration to a replacement Server.
- b. Licensee may use, copy, or prepare derivative works of Documentation supplied in digital format and thereafter reproduce, display, and redistribute the customized documentation only for Licensee's own internal use. Portions of Documentation supplied in digital format merged with other software and printed or digital documentation are subject to this License Agreement. Licensee shall include the following copyright attribution notice acknowledging the proprietary rights of Azteca and its licensors: "Portions of this document include intellectual property of Azteca and its licensors and are used herein under license. Copyright © [Licensee will insert the actual copyright date(s) from the source materials] Azteca Systems, LLC. and its licensors. All rights reserved."
- c. *Consultant or Contractor Access.* Subject to Section 3.1 and Addendum #3, Azteca Systems grants Licensee the right to permit Licensee's Third Party Consultants or Contractors to use the Products exclusively and solely for Licensee's benefit. Licensee must comply with terms and provisions of Addendum #3 and provide a copy to Azteca. Licensee shall be solely responsible for compliance by Third Party Consultants and Contractors with this License Agreement and shall ensure that the Third Party Consultant or Contractor discontinues Product use upon completion of work for Licensee. Access to or use of Products by Third Party Consultants or Contractors not exclusively for Licensee's benefit is prohibited.

**4.2 Uses Not Permitted.** Except to the extent that applicable law prohibits or overrides these restrictions, or as provided herein, Licensee shall not:

- a. Sell, rent, lease, sublicense, lend, assign, or time-share Products;
- b. Permit persons other than Authorized Users to access or use the Licensed Products (or any part thereof);
- c. Act as a service bureau or Commercial ASP;
- d. Use Software, Data, or Documentation for a site or service and operate the site or service for profit or generate revenue through direct or indirect methods (e.g., advertising or by charging for access to the site or service);
- e. Redistribute Software, Data, or Online Services to third parties, in whole or in part, including, but not limited to, extensions, components, or APIs;
- f. Redistribute Authorization Codes;
- g. Reverse engineer, decompile, or disassemble Products;
- h. Make any attempt to circumvent the technological measure(s) that controls access to or use of Products;
- i. Upload or transmit content or otherwise use Products in violation of third-party rights, including

- intellectual property rights, privacy rights, nondiscrimination laws, or any other applicable law or government regulation;
- j. Remove or obscure any Azteca Systems (or its licensors') patent, copyright, trademark, proprietary rights notices, and/or legends contained in or affixed to any Product, Product output, metadata file, or online and/or hard-copy attribution page of any Data or Documentation delivered hereunder;
- k. Separate from the licensed use of APIs, Licensee may not unbundle or independently use individual or component parts of the Products, Software, or Online Services;
- l. Unbundle or independently use the individual or component parts of Software or Online Services;
- m. Incorporate any portion of the Software into a product or service that competes with the Software;
- n. Publish the results of benchmark tests run on Software without the prior written permission of Azteca Systems; or
- o. Use, incorporate, modify, distribute, provide access to, or combine any computer code provided with the Software in a manner that would subject such code or any part of the Software to open source license terms, which includes any license terms that require computer code to be (i) disclosed in source code form to third parties, (ii) licensed to third parties for the purpose of making derivative works, or (iii) redistributable to third parties at no charge.

## ARTICLE 5—TERM AND TERMINATION

5.1. This License Agreement is effective upon date and signature of Licensee below. The initial term of this License Agreement will begin upon the dates set forth in Addendum 1 and provided the fees are paid. This License agreement and its maintenance provisions may then be renewed annually by payment of the then current maintenance fees for the next annual maintenance period as set forth in Addendum 1.

5.2. Either party may terminate this License Agreement or any Product license for a material breach that is not cured within thirty (30) days of written notice to the breaching party, except that termination is immediate for a material breach that is impossible to cure.

5.3. Termination for Convenience: Either party may terminate this Agreement by giving the other party thirty (30) days' written notice prior to the end of the current Term Maintenance Period.

5.4. In the event that either funding from Licensee or other sources is withdrawn, reduced, or limited, or the authority of Licensee to perform any of its duties is withdrawn, reduced, or limited in any way after the Effective Date of this Agreement and prior to normal completion, the parties shall have the authority to exercise the Termination for Convenience option to terminate this Agreement in whole or in part. If a party to this Agreement chooses to terminate for convenience that party may do so by thirty (30) days' written notice to the other party.

5.5. Upon termination of the License and Maintenance Agreement, all Product licenses granted hereunder terminate as well. Upon termination of a License or the License and Maintenance Agreement, Licensee will (i) stop accessing and using affected Product(s); (ii) clear any client-side data cache derived from Online Services; and (iii) uninstall, remove, and destroy all copies of affected Product(s) in Licensee's possession or control, including any modified or merged portions thereof, in any form, and execute and deliver evidence of such actions to Azteca Systems.

5.6. If this Agreement is terminated for convenience, the Licensee is only liable for payment required by the terms of this Agreement for license, maintenance and support services rendered or products and software received and accepted prior to the effective date of termination.

5.7. If this Agreement is terminated under section 5.3 or 5.4 above, Licensee shall then return to Azteca Systems all of the Software, related modules, related updates, and any whole or partial copies, codes, modifications, and merged portions in any form. Azteca will then for no additional charge to Licensee and at Licensee's option either grant a license to the Licensee, for a period of one (1) year, which will allow Licensee to retain the ability to access records and data contained in the Software or allow Licensee to create digital copies of all files needed by the Licensee for the same period. If Licensee needs to retain access to records or data for a period longer than one (1) year, in order to transfer data to another system, Azteca will consider reasonable requests to extend beyond one (1) year.

5.8. The parties hereby agree that all provisions which operate to protect the intellectual rights of Azteca Systems shall remain in force should breach or termination of any kind occur.

## ARTICLE 6—LIMITED WARRANTIES AND DISCLAIMERS

**6.1 Limited Warranties.** Except as otherwise provided in this Article 6, Azteca Systems warrants for a period of ninety (90) days from the date Azteca Systems issues the Authorization Code enabling use of Software and that the unmodified Software will substantially conform to the published Documentation under normal use and service.

**6.2 Special Disclaimer.** CONTENT, DATA, SAMPLES, NEW VERSIONS, HOT FIXES, PATCHES, SERVICE PACKS, UPDATES, UPGRADES, AND ONLINE SERVICES PROVIDED ON A NO-FEE BASIS, AND EVALUATION, TEST AND BETA SOFTWARE ARE DELIVERED "AS IS" WITHOUT WARRANTY OF ANY KIND.

**6.3 Internet Disclaimer.** THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE INTERNET IS A NETWORK OF PRIVATE AND PUBLIC NETWORKS AND THAT (i) THE INTERNET IS NOT A SECURE INFRASTRUCTURE, (ii) THE PARTIES HAVE NO CONTROL OVER THE INTERNET, AND (iii) NONE OF THE PARTIES SHALL BE LIABLE FOR DAMAGES UNDER ANY THEORY OF LAW RELATED TO THE PERFORMANCE OR DISCONTINUANCE OF OPERATION OF ANY PORTION OF THE INTERNET OR POSSIBLE REGULATION OF THE INTERNET THAT MIGHT RESTRICT OR PROHIBIT THE OPERATION OF ONLINE SERVICES.

**6.4 General Disclaimer.** EXCEPT FOR THE ABOVE EXPRESS LIMITED WARRANTIES, AZTECA SYSTEMS DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS. AZTECA SYSTEMS DOES NOT WARRANT THAT PRODUCTS, MAINTENANCE OR ANY TECHNICAL SUPPORT SERVICES PROVIDED HEREIN WILL MEET LICENSEE'S NEEDS; THAT LICENSEE'S OPERATION OF THE SAME WILL BE UNINTERRUPTED, ERROR FREE, FAULT-TOLERANT, OR FAIL-SAFE; OR THAT ALL NONCONFORMITIES CAN OR WILL BE CORRECTED. PRODUCTS ARE NOT DESIGNED, MANUFACTURED, OR INTENDED FOR USE IN ENVIRONMENTS OR APPLICATIONS THAT MAY LEAD TO DEATH, PERSONAL INJURY, OR PHYSICAL PROPERTY/ENVIRONMENTAL DAMAGE. LICENSEE SHOULD NOT FOLLOW ANY SUGGESTIONS OR INSTRUCTIONS THAT APPEAR TO BE HAZARDOUS, UNSAFE, OR ILLEGAL. ANY SUCH USE SHALL BE AT LICENSEE'S OWN RISK AND COST.

**6.5 Exclusive Remedy.** Licensee's exclusive remedy and Azteca Systems' entire liability for breach of the limited warranties set forth in this Article 6 shall be limited, at Azteca Systems' sole discretion, to (i) replacement of any defective media; (ii) repair, correction, or a workaround for Software or Online Services subject to the Azteca Systems Maintenance Services and Support Addendum; or (iii) return of the license fees paid by Licensee for the current period, prorated for the current period, for Software or Online Services that do not meet Azteca Systems limited warranty, provided that Licensee uninstalls, removes, and destroys all copies of Software or Documentation; ceases using the Software or Online Services; and executes and delivers evidence of such actions to Azteca Systems.

**6.6** If the performance of any obligation under this Agreement is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure delivery of parts, supplies, services, or power; war, threat of actual terrorist act, cyberattack, or other violence; any law order, proclamation, regulation, ordinance, or demand; or any condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention interference, or restriction.

## ARTICLE 7—LIMITATION OF LIABILITY

**7.1 Disclaimer of Certain Types of Liability.** AZTECA SYSTEMS, ITS AUTHORIZED DISTRIBUTOR (IF ANY), AND ITS LICENSORS SHALL NOT BE LIABLE TO LICENSEE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES; LOST PROFITS, LOST SALES, OR BUSINESS EXPENDITURES; INVESTMENTS; BUSINESS COMMITMENTS; LOSS OF ANY GOODWILL; OR ANY INDIRECT, SPECIAL,

INCIDENTAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR RELATED TO THIS LICENSE AND MAINTENANCE AGREEMENT OR USE OF PRODUCTS, HOWEVER CAUSED ON ANY THEORY OF LIABILITY, WHETHER OR NOT AZTECA SYSTEMS OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

**7.2 General Limitation of Liability.** EXCEPT AS PROVIDED IN ARTICLE 8—INFRINGEMENT INDEMNITY, THE TOTAL CUMULATIVE LIABILITY OF AZTECA SYSTEMS AND ITS AUTHORIZED DISTRIBUTOR HEREUNDER, FROM ALL CAUSES OF ACTION OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, BREACH OF WARRANTY, MISREPRESENTATION, OR OTHERWISE, SHALL NOT EXCEED THE FEES ACTUALLY PAID BY LICENSEE DURING THE CURRENT MAINTENANCE AND SUPPORT PERIOD, FOR THE PRODUCTS THAT GIVE RISE TO THE CAUSE OF ACTION.

**7.3 Applicability of Disclaimers and Limitations.** Licensee agrees that the limitations of liability and disclaimers set forth in this License Agreement will apply regardless of whether Licensee has accepted Products or any other product or service delivered by Azteca Systems. The parties agree that Azteca Systems has set its fees and entered into this License Agreement in reliance on the disclaimers and limitations set forth herein, that the same reflect an allocation of risk between the parties, and that the same form an essential basis of the bargain between the parties. THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

THE FOREGOING WARRANTIES, LIMITATIONS, AND EXCLUSIONS MAY NOT BE VALID IN SOME JURISDICTIONS AND APPLY ONLY TO THE EXTENT PERMITTED BY APPLICABLE LAW IN LICENSEE'S JURISDICTION. LICENSEE MAY HAVE ADDITIONAL RIGHTS UNDER LAW THAT MAY NOT BE WAIVED OR DISCLAIMED. AZTECA SYSTEMS DOES NOT SEEK TO LIMIT LICENSEE'S WARRANTY OR REMEDIES TO ANY EXTENT NOT PERMITTED BY LAW.

#### **ARTICLE 8—INFRINGEMENT INDEMNITY**

**8.1** Azteca Systems shall defend, indemnify as described below, and hold Licensee harmless from and against any loss, liability, cost, or expense, including reasonable attorneys' fees, arising out any claims, actions, or demands by a third party legally alleging that Licensee's licensed use of Software or Online Services infringe a US patent, copyright, or trademark, provided:

- a. Licensee promptly notifies Azteca Systems in writing of the claim;
- b. Licensee provides documents describing the allegations of infringement;
- c. Azteca Systems has sole control of the defense of any action and negotiation related to the defense or settlement of any claim; and
- d. Licensee reasonably cooperates in the defense of the claim at Azteca Systems' request and expense.

**8.2** If Software or Online Services are found to infringe a US patent, copyright, or trademark, Azteca Systems, at its own expense, may either (i) obtain rights for Licensee to continue using the Software or Online Services or (ii) modify the allegedly infringing elements of Software or Online Services while maintaining substantially similar functionality. If neither alternative is commercially reasonable, the license shall terminate, and Licensee shall cease accessing infringing Online Services and shall uninstall and return to Azteca Systems any infringing item(s). Azteca Systems entire liability shall then be to indemnify Licensee pursuant to Section 8.1 and refund the unused portion of fees paid, prorated for the current maintenance and support period.

**8.3** Azteca Systems shall have no obligation to defend Licensee or to pay any resultant costs, damages, or attorneys' fees for any claims or demands alleging direct or contributory infringement to the extent arising out of (i) the combination or integration of Software or Online Services with a product, process, or system not supplied by Azteca Systems or specified by Azteca Systems in its Documentation; (ii) material alteration of Software or Online Services by anyone other than Azteca Systems or its subcontractors; or (iii) use of Software or Online Services after modifications have been provided by Azteca Systems for avoiding infringement or use after a return is ordered by Azteca Systems under Section 8.2.

**8.4** THE FOREGOING STATES THE ENTIRE OBLIGATION OF AZTECA SYSTEMS WITH RESPECT TO

**INFRINGEMENT OR ALLEGATION OF INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTY.**

**ARTICLE 9—GENERAL PROVISIONS**

**9.1 Future Updates.** New or updated Products and subscription renewals will be licensed under the then-current Azteca Systems license terms and conditions included with the deliverable Products.

**9.2 Export Control Regulations.** Licensee expressly acknowledges and agrees that Licensee shall not export, re-export, import, transfer, or release Products, in whole or in part, to (i) any US embargoed country; (ii) any person on the US Treasury Department's list of Specially Designated Nationals; (iii) any person or entity on the US Commerce Department's Denied Persons List, Entity List, or Unverified List; or (iv) any person or entity or into any country where such export, re-export, or import violates any US, local, or other applicable import/export control laws or regulations including, but not limited to, the terms of any import/export license or license exemption and any amendments and supplemental additions to those import/export laws as they may occur from time to time.

**9.3 Taxes and Fees, Shipping Charges.** License fees quoted to Licensee are exclusive of any and all taxes or fees, including, but not limited to, sales tax, use tax, value-added tax (VAT), customs, duties, or tariffs, and shipping and handling charges.

**9.4 No Implied Waivers.** The failure of either party to enforce any provision of this License Agreement shall not be deemed a waiver of the provisions or of the right of such party thereafter to enforce that or any other provision.

**9.5 Severability.** The parties agree that if any provision of this License Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make the intent of the language enforceable.

**9.6 Successor and Assigns.** Licensee shall not assign, sublicense, or transfer Licensee's rights or delegate Licensee's obligations under this License Agreement without Azteca Systems' prior written consent, and any attempt to do so without consent shall be void. This License Agreement shall be binding on the respective successors and assigns of the parties to this License Agreement. Notwithstanding, a government contractor under contract to the government to deliver Products may assign this License Agreement and Products acquired for delivery to its government customer upon written notice to Azteca Systems, provided the government customer assents to the terms of this License Agreement.

**9.7 Survival of Terms.** The provisions of Articles 2, 5, 6, 7, 8, and 9 of this License Agreement, and the provisions of section 4.1 of Addendum 2, shall survive the expiration or termination of this License and Maintenance Agreement.

**9.8 Equitable Relief.** Licensee agrees that any breach of this License Agreement by Licensee may cause irreparable damage and that, in the event of such breach, in addition to any and all remedies at law, Azteca Systems shall have the right to seek an injunction, specific performance, or other equitable relief in any court of competent jurisdiction without the requirement of posting a bond or proving injury as a condition for relief.

**9.9 US Government Licensee.** The Products are commercial items, developed at private expense, provided to Licensee under this License Agreement. If Licensee is a US government entity or US government contractor, Azteca Systems licenses Products to Licensee in accordance with this License Agreement under FAR Subparts 12.211/12.212 or DFARS Subpart 227.7202. Azteca Systems Data and Online Services are licensed under the same subpart 227.7202 policy as commercial computer software for acquisitions made under DFARS. The commercial license rights in this License Agreement strictly govern Licensee's use, reproduction, or disclosure of Products. Azteca Systems Software source code is unpublished, and all rights to Products are reserved by Azteca Systems and its licensors. Licensee may transfer Software to any licensed government procuring agency facility to which computer(s) on which Software is installed are transferred. If any court, arbitrator, or board holds that Licensee has greater rights to any portion of Products under applicable public procurement law, such rights shall extend only to the portions affected.

**9.10 Governing Law, Disputes, and Arbitration.** This License Agreement shall be governed by and construed in accordance with the laws of the State of Utah without reference to conflict of laws principles, except that US



federal law shall govern in matters of intellectual property. Except as provided in Section 9.8, any dispute arising out of or relating to this License Agreement or the breach thereof shall be resolved in the following order:

- *Consultation and negotiation in good faith and a spirit of mutual cooperation;*
- *Mediation, by a mutually acceptable mediator chosen by the parties, which cost is shared equally;*
- *If the matter cannot be settled through negotiation or mediation, then it shall be finally settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. Judgment on the award rendered by the arbitrator may be entered in a court of competent jurisdiction. If Licensee is a US government agency, this License Agreement is subject to the Contract Disputes Act of 1978, as amended (41 USC 601-613), in lieu of the arbitration provisions of this clause. This License Agreement shall not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.*

**9.11 Maintenance.** Maintenance for qualifying Software consists of updates and other benefits, such as access to technical support, are provided during the Term of Use. Maintenance is specified as set forth in Addendum #2.

**9.12 Feedback.** Azteca Systems may freely use any feedback, suggestions, or requests for Product improvements that Licensee provides to Azteca Systems. Regardless of the source of any feedback or suggestions, any improvements to Cityworks Software or Products, and any related intellectual property, are owned by Azteca Systems.

**9.13 Patents.** Licensee may not seek, and may not permit any other user to seek, a patent or similar right worldwide that is based on or incorporates any Azteca Systems technology or services. This express prohibition on patenting shall not apply to Licensee's software and technology except to the extent that Azteca Systems technology or services, or any portion thereof, are a part of any claim or preferred embodiment in a patent application or a similar application.

**9.14 Entire Agreement.** This License Agreement, including its incorporated documents, addendums, and exhibits constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous license agreements, understandings, and arrangements between the parties relating to such subject matter. Additional or conflicting terms set forth in any purchase orders, invoices, or other standard form documents exchanged during the ordering process, other than product descriptions, quantities, pricing, and delivery instructions, are void and of no effect. Any modification(s) or amendment(s) to this License Agreement must be in writing and signed by each party or as otherwise provided in Addendum #1.

IN WITNESS WHEREOF, the parties hereto have caused this License Agreement to be executed and made effective by their respective authorized representatives.

**AZTECA SYSTEMS, LLC**

By: Brian L. Haslam

Name: Brian L. Haslam

Title: President - CEO

Date: 04/04/2019

**THE CITY OF GRAND RAPIDS, MN – (LICENSEE)**

By: DALE ADAMS

Name: Dale Adams

Title: Mayor

Date: 3 28 19

**ADDENDUM #1****PRODUCT LICENSING****1. Licensed Software:**

**Server AMS Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:**

Office

Respond

Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

Storeroom

Equipment Checkout

Contracts

Cityworks for Excel

Cityworks Analytics for AMS

eURL (Enterprise URL)

Workload

Web Hooks

CCTV Interface for PACP

MicroPaver Interface

Local Government Templates (LGT)

Use of Cityworks AMS Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

**Server PLL Standard Enterprise License Agreement (ELA), Includes Unlimited Quantities of the Identified Products:**

Office

Respond

Mobile Native Apps (for iOS/Android)

--Includes the following Add-ons:

eURL (Enterprise URL)

Public Access for PLL

Cityworks Analytics for PLL

Use of Cityworks PLL Application Programming Interfaces (APIs) with commercially available Cityworks-centric applications that are licensed and maintained by authorized Cityworks partners

*Annual fee herein is based on a 1 - 10,000 population range*

*Additional Software Products & Licenses: Additional Software Products & licenses may be added to this License Agreement with either an acknowledgement of an official Cityworks quote signed by Licensee and additional fees, if necessary or applicable being paid, or receipt of Purchase Order from Licensee in response to an official Cityworks quote and additional fees, if applicable being paid.*

2. **Notices & Licensee Information:** Until or unless otherwise, modified, all notices relevant to this agreement shall be sent to the following address:

<b>Azteca Systems, LLC</b> 11075 South State, Suite 24 Sandy, Utah 84070	<b>City of Grand Rapids</b> 420 N Pokegama Ave Grand Rapids, MN 55744
	Attn: Lisa Flaherty
	E-mail: <a href="mailto:ap@ci.grand-rapids.mn.us">ap@ci.grand-rapids.mn.us</a>
	Phone: 218.326.7612

3. **Delivery Date/Effective Date of Software**

**MM/DD/YYYY**

**03/15/2019**

4. **Schedule of Payments and Fees under License and Maintenance Agreement**

Support Period	Date From/To (mm/dd/yyyy)	Amount
Period 1	03/15/2019 – 04/30/2019	\$ 0.00*
Period 2	05/01/2019 – 04/30/2020	\$23,000.00

\* Period 1 is a short period for which fees have already been paid. Additional software was added on 03/15/2019 for Period 1 for no additional charge. Subsequent periods reflect annual amounts.

5. **Additional**

Updates to the above licensed software means a subsequent release of the program which Azteca generally makes available to its supported customers as part of the annual maintenance plan for which fees have been paid.

Occasionally, Azteca changes the name of its licensed software as part of its ongoing process to improve and increase the functionality of the software. In the event the software licensed or listed above changes in name, and/or improvements are made, Azteca will provide software with functionality that is similar to or with substantially the same or greater functionality of the originally licensed software, provided all current license fees have been paid.

Updates may not always include any release, option or future program that Azteca licenses separately. Updates are provided when available (as determined by Azteca). Azteca is under no obligation to develop any future programs or functionality. Any updates made available will be delivered to you, or made available to you for download. You shall be responsible for copying, downloading and installing the updates.

## ADDENDUM #2

### STANDARD MAINTENANCE AND SUPPORT

Standard Maintenance and Support Addendum provisions are between the Licensee and Azteca, Systems, LLC. Maintenance and Support are provided subject to the terms and conditions of the signed License Agreement and which is incorporated by reference.

1. **MAINTENANCE & SUPPORT:** Azteca Systems will provide maintenance and support services to Licensee for qualifying Products during the applicable Term for such Products provided the applicable license fees have been paid for the times and periods and amounts specified in Addendum #1. Maintenance and Support Services consist of the following benefits: Technical support, new version software, service packs, software upgrades, and software updates.

1.1. Azteca Systems will ensure upward compatibility for the Covered Software applications within a reasonable timeframe for minor Esri® ArcGIS and Cityworks supported database revisions. Azteca Systems will not ensure upward compatibility for Covered Software Applications when there are major Esri ArcGIS revisions (for example, from rev 10.x to rev 11.x), however Azteca Systems will make all reasonable efforts to provide upward compatibility.

1.2. Azteca Systems shall, without additional charge (except as allowed for in paragraph 3.4), during the term of this Agreement provide the following:

- (a) **Software Updates.** Software Updates includes Upgrades and service packs which are a collection of files that enhance or correct the Covered Software and which will be available for Licensee to download during the Maintenance Term/Period. Updates and Upgrades may also include new versions;
- (b) **Provide Telephone Support, Email Support, Web Support,** during normal business hours, 8 AM to 5 PM Mountain Time, Monday through Friday (excepting Holidays) and after hour emergency support line, and other benefits deemed appropriate by Azteca Systems (as set forth in Section 2 below); and
- (c) **Implement and maintain a means of secure, remote direct network access (VPN, Web-access, etc.) to the Licensee's systems in order to perform thorough remote diagnostics.**

1.3 The following items, among others, however, are specifically excluded as support services under this section of this Maintenance and Support:

- (a) Support for applying or installing upgrades and service packs;
- (b) Assistance with questions related to third party software, computer hardware, networking, and other similar items that are not provided by Azteca;
- (c) Assistance with computer operating system questions not directly pertinent to the Covered Software or Program Modifications;
- (d) Licensee Data debugging and/or correcting;
- (e) Services necessitated as a result of any cause other than authorized ordinary and proper use by the Licensee of the Covered Software, including but not limited to neglect, abuse, unauthorized modifications and/or unauthorized updates;
- (f) Consulting regarding customizations created to function with the Covered Software unless the customization is identified and listed as Covered Software in Addendum 1;
- (g) Assistance with applications which are not part of a standard life cycle, such as preview, beta, or candidate releases; and
- (h) Questions such as configuration, implementation and walk-throughs.

1.4 Support Periods are renewable unless terminated as provided in Section 3 below. The Maintenance Services consists of software and documentation updates and access to technical support via telephone, email, web-based ([www.MyCityworks.com](http://www.MyCityworks.com)) and after hours support as set forth in Section 1 of this Addendum.

1.5. Technical support provided pursuant these maintenance provisions shall be performed in a professional and workmanlike manner. Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a workaround, but Azteca Systems cannot guarantee that all technical issues can be fixed or resolved.

1.6. **Authorized Callers.** Licensee may designate a limited number of authorized callers per software product listed in Addendum 1. Licensee may replace Authorized Callers at any time by notifying Azteca Systems Support services. Authorized callers may be designated in this Addendum #2 or by email. Azteca may limit the total number of authorized callers as may be reasonably necessary and may request an updated list of authorized callers.

1.7. **Cityworks Online Support and Customer Portal.** Azteca has created a self-help support website center for Authorized Callers to submit technical issues, chat with technical specialists, track technical support incidents through the 'MyCityworks' portal, and view technical articles, updated product documentation, blogs, links to forums, and technology announcements. The support and care website can be found at <http://www.mycityworks.com>.

## 2. PROCEDURES FOR ACCESSING SUPPORT:

2.1. All problem categories from routine, non-critical and critical that occur during normal business hours shall procedurally occur as follows: 1) Licensee's system administration staff as first line of support, and then 2) Azteca Systems staff as the second line of support. Azteca Systems will make all reasonable efforts to acknowledge all requests for support during normal business hours within 4 hours.

2.2. Prior to calling Azteca Systems for support services, the Licensee will first attempt to isolate any problems that occur within the Licensee's System. The Licensee will try to reduce the problem down to a specific software or system component. If it is determined that the problem is The Cityworks Software component, Licensee will first try and resolve the problem without Azteca Systems' involvement. If Licensee cannot resolve the problem or isolate the problem, Licensee may contact Azteca Systems via telephone, chat, or self-service portal. In each case, Cityworks technical support will log the information and provide, an answer to the question, a resolution to the problem, or submit a verified bug to the development group. Any support request that is not quickly resolved will be assigned to a technical support representative. Phone calls and chat requests are accepted during normal business hours as outlined on the Contact Support page of MyCityworks.com. Voicemails and requests submitted via the self-service portal outside of the posted business hours will be responded to on a first come, first served basis the next business day.

2.3. For critical problems that occur outside of Azteca Systems' normal business hours (8 AM to 5 PM, Mountain Time) and cannot be isolated and resolved by the Licensee, Azteca Systems will provide an after-hours phone number or pager number that will forward the call to the currently assigned Azteca Systems support representative. Azteca Systems will make all reasonable efforts to acknowledge and respond to the request for support for critical problems that occur outside of normal business hours within 4 hours of receipt of the call from a designated and authorized Licensee representative. Critical problems are defined as problems that cause several users to be unable to perform their duties. For routine and non-critical problems Licensee will submit support requests during normal business hours as outline in 2.2 above.

2.4. After a Technical Support Incident is logged, Azteca Systems will use commercially reasonable efforts to provide corrections to a technical issue or provide a work around. While it is Azteca's goal to provide an acceptable solution to technical issues, Azteca cannot guarantee that all technical issues can be fixed or resolved.

2.5. Azteca will use all reasonable efforts to utilize remote support-type services. However, in the event Licensee and Azteca Systems agree it becomes necessary for Azteca Systems to be on-site to provide support for the Covered Software, the parties by mutual negotiation, shall develop a separate agreement that will govern the terms and conditions for any on-site work or services.

### 3. **CHARGES/FEES**

3.1. License, Maintenance and Support Services herein are included in the payment of annual fees as set forth in Addendum #1, and shall be paid by Licensee. ~~The annual fee for each twelve (12) month period is set forth in Addendum #1, and shall be paid prior to the start for each License and Maintenance Period unless otherwise specified.~~ The annual fee for successive Terms/Periods (twelve-month periods) commencing upon the anniversary of the first maintenance period, shall become due prior to the end of the preceding paid-up Maintenance Period.

3.2. Upon sixty (60) days written notice, the fee for the License and Maintenance Periods listed in Addendum 1 subsequent to year three (3) of the Maintenance Period, may be adjusted by Azteca Systems to reflect increases in costs of providing the services; provided, however, that the fee shall not increase by more than the CPI from the previous annual fee. Azteca Systems will notify Licensee of the new pricing no later than ninety (90) days prior to the annual renewal date of the year preceding the year for which such adjusted pricing applies.

3.3. **Maintenance Expiration.** Azteca Systems will send Licensee a notice of expiration approximately sixty (60) days before the Maintenance term expires. If Azteca Systems does not receive a purchase order prior to the expiration date, Azteca will send the notification to Licensee upon expiration of the Maintenance term. Azteca Systems will continue to provide technical support for an additional thirty (30) days, but Licensee will no longer receive Software updates released after the Maintenance term's expiration. If Licensee does not reinstate Maintenance within thirty (30) days of the expiration date, Licensee will no longer receive technical support. All other Maintenance benefits and Support services will end with the expiration of the Maintenance term.

3.4. **Reinstatement Fee for Lapsed Maintenance.** Azteca Systems will reinstate Maintenance if Licensee sends a purchase order or payment within thirty (30) days of the expiration date. If Licensee does not renew Maintenance within thirty (30) days of the expiration date but at a later date wants to reinstate Maintenance, Maintenance fees will include the Maintenance fees that Licensee would have paid since the expiration date.

### 4. **MISCELLANEOUS**

4.1. **Data Confidentiality Statement:** Azteca Systems will take reasonable measures to ensure that any Licensee data and/or confidential information provided to Azteca Systems is not inappropriately accessed or distributed to any third-party. Data provided to Azteca Systems by the Licensee may be loaded onto Azteca Systems servers or employee computers for the purpose of testing The Cityworks Software, database structure, or database values, and related Esri® software to resolve database or software performance issues, software enhancements and software defects. At no time will the data be distributed to individuals or organizations who are not Azteca Systems employees without first receiving written approval from Licensee. If requested by the Licensee, and once the testing has been completed, Azteca Systems will delete all data provided by the Licensee.

4.2. **No Implied Waivers:** No failure or delay by Azteca Systems or Licensee in enforcing any right or remedy under this Agreement shall be construed as a waiver of any future or other exercise of such right or remedy by Azteca Systems.

**ADDENDUM #3****THIRD PARTY CONSULTANT/CONTRACTOR ACKNOWLEDGMENT**

If Licensee (**Grand Rapids, MN**) engages any Third Party Contractor and desires to grant access to or permission to use the licensed software, the access may be granted subject to the following terms conditions and provisions:

1. Access and use of the Licensed Products by any third party is solely for Licensee's benefit;
2. The Third Party Contractor (or, if applicable, its employee) shall be considered, as applicable, the Authorized User for purposes of the applicable license type, and all use by such contractor shall be in accordance with the terms and conditions of the License and Maintenance Agreement;
3. Before accessing the Licensed Products, the Third Party Contractor agrees in writing that (a) the software shall be used solely in accordance with the terms of this Agreement and solely for Licensee's benefit and (b) said contractor shall be liable to Azteca Systems for any breach by it of this Agreement;
4. Licensee hereby agrees and acknowledges that Licensee will be liable for any and all actions or omissions of the Third Party Contractor with respect to the use of the Licensed Products, as if such actions or omissions were the Licensee's;
5. Upon expiration or termination of this License Agreement, the rights of usage to any Third Party Contractor shall immediately terminate;
6. Use of the Software by such Third Party Contractors on Licensee's behalf will be governed by the terms of this Agreement, and will require that Licensee purchase the appropriate license for each user utilized by such contractor;
7. Any breach of this Agreement by any Third Party Contractor(s) will be deemed to be a breach by Licensee;
8. Licensee will ensure that Third Party Contractor agrees to comply with and does comply with the terms of this Agreement on the same basis as the terms apply to Licensee; and
9. Any Third Party Contractor must sign a copy of this Addendum acknowledging that it has a copy of the License Agreement and agrees to the terms herein, further Licensee shall provide a signed copy of this Addendum for every Third Party contractor to which it has granted permission to access and/or use the licensed software;

The rights granted under Third-Party Contractor Addendum, do not modify the license or increase the number of licenses granted under this Agreement. Third-Party Contractor acknowledges acceptance by signing below, and providing a copy to Azteca Systems at [contracts@cityworks.com](mailto:contracts@cityworks.com).

\_\_\_\_\_  
Third Party Contractor Name (Print)

By: \_\_\_\_\_  
Authorized Signature

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 14, 2025

**AGENDA ITEM:** Consider approval of Change Order 2 for CP 2025-1, SE 7<sup>th</sup> Avenue Mill & Overlay Project.

**PREPARED BY:** Matt Wegwerth

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### BACKGROUND:

It has been determined that additional striping would be beneficial between the two project areas due to the current condition of the in-place striping. This was not included in the original scope of work; this change order covers additional work to be completed on this project. The change order is attached for review.

Project and change order are funded through the MSA account.

### REQUESTED COUNCIL ACTION:

Make a motion approving Change Order 2 for CP 2025-1, SE 7<sup>th</sup> Avenue Mill & Overlay Project.





SP/SAP(s)	SAP 129-119-011	MN Project No.:	SAP 031-696-001	Change Order No.	2
-----------	-----------------	-----------------	-----------------	------------------	---

Project Location	MSAS 119 – From 17 <sup>th</sup> Stret SE to 11 <sup>th</sup> Street SE CSAH 96 – From N200 of W660 FT of Lot 1-T54N-25W to W457’ of the S1/2 COR of T54N-25W		
Local Agency	City of Grand Rapids	Local Project No.	CP 2025-1
Contractor	Hawkinson Construction Co. Inc.	Contract No.	129-119-011 & 031-696-001
Address/City/State/Zip	501 West County Road 63 / Grand Rapids / MN / 55744		
Total Change Order Amount		\$44,692.34	

**Issue:** The Engineer has determined the Contract needs to be revised in accordance with specification 1402.5 - Extra Work

Due to the type of work being completed between SAP 129-119-011 (City) and SAP 031-696-001 (County), it was found that striping would be beneficial between two project areas due to the current condition of the in-place striping.

Since the original City Project is based approximately 5730 Lineal Feet north of the County Project, this was not included in the original scope of work.

**Resolution:**

The Contractor will replace the existing striping in the same layout between 17th Street SE and 33rd Street SE along SAP 129-119-011.

**Entitlement:** Payment for this work will be at existing Contract Unit Prices basis as agreed upon between the LGU and Contractor. Pricing for the 12SY was furnished directly from the contractor.

Contract Time - is not changed

**Estimate Of Cost:** (Include any increases or decreases in contract items, any negotiated or force account items.)

Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$
SAP 129-119-011	2582.503	12" SOLID LINE MULTI COMP GR IN (WR)	L F	\$17.00	57	\$969.00
SAP 129-119-011	2582.503	4" DBLE SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$2.31	1320	\$3,049.20
SAP 129-119-011	2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LIN FT	\$1.16	20265	\$23,507.40
SAP 129-119-011	2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	LIN FT	\$0.23	8690	\$1,998.70
SAP 129-119-011	2582.518	PAVT MSSG MULTI COMP GR IN (WR)	SQ FT	\$17.85	849.75	\$15,168.04
Net Change this Change Order						\$44,692.34

All items are funded 100% from Group 1

1 - SAP 129-119-011 (100% MSAS)

Project Engineer:

Date:

Print Name:

Phone:

Contractor:

Date:

Print Name:

Phone:

**DSAE Portion:** The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: \_\_\_ Federal Funding \_\_\_ State Aid Funding \_\_\_ Local Funds

District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 14, 2025

**AGENDA ITEM:** Consider Voiding Lost Accounts Payable Checks and Issue Replacement Checks.

**PREPARED BY:** Laura Pfeifer

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### BACKGROUND:

Accounts payable checks 159854, 160245 and 160320 issued to Latvala Lumer Company on April 15, May 20 and May 28, 2025 for \$76.06, \$550.04 and \$71.15, respectively are lost. An authorized representative of payee has completed the required Affidavit of Lost Checks.

### REQUESTED COUNCIL ACTION:

Make a motion to void lost accounts payable checks #159854, 160245 and 160320, issue new check and waive bond requirements for the checks to Latvala Lumber Company for the combined amount of \$697.25.

AFFIDAVIT

STATE OF ) Minnesota

) SS

COUNTY OF ) Itasca

**Latvala Lumber Company**, being first duly sworn on oath, states that he/she resides at **1922 Glenwood Drive, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **159854**, issued to **Latvala Lumber Company**, drawn by **City of Grand Rapids** dated **04/15/25**, for the sum of **\$76.06**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

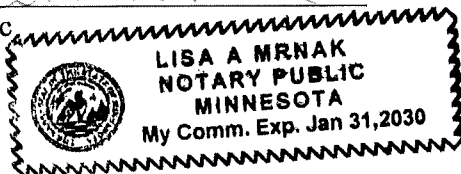
**Accounts Payable lost check**

I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED

*Alyssa Zorck*

Subscribed and sworn to before me

This 2<sup>nd</sup> day of July, 2025.*Lisa A Mrnak*  
Notary Public

AFFIDAVIT

STATE OF ) Minnesota

) SS

COUNTY OF ) Itasca

**Latvala Lumber Company**, being first duly sworn on oath, states that he/she resides at **1922 Glenwood Drive, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **160245**, issued to **Latvala Lumber Company**, drawn by **City of Grand Rapids** dated **05/20/25**, for the sum of **\$550.04**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

**Accounts Payable lost check**

I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

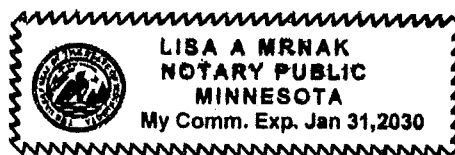
SIGNED

Alyssa Zorchus

Subscribed and sworn to before me

This 2nd day of July, 2025Lisa A Mrnak

Notary Public



AFFIDAVIT

STATE OF ) Minnesota

) SS

COUNTY OF ) Itasca

**Latvala Lumber Company**, being first duly sworn on oath, states that he/she resides at **1922 Glenwood Drive, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **160320**, issued to **Latvala Lumber Company**, drawn by **City of Grand Rapids** dated **05/28/25**, for the sum of **\$71.15**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

**Accounts Payable lost check**

I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

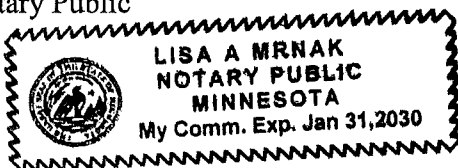
SIGNED

Alyssa Zoschke

Subscribed and sworn to before me

This 2<sup>nd</sup> day of July, 2025

Lisa A Mrnak  
Notary Public





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 14, 2025

**AGENDA ITEM:** Consider new pay grade and salary for Public Works Seasonal Employee for the 2025 Spring/Summer Maintenance Season.

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

---

### BACKGROUND:

In May 2025, the City Council approved hiring Sandra Tanguay for a seasonal spring/summer Maintenance I position at Public Works.

Since that time, Sandra has shown that she has experience and the ability to complete work as directed without further instruction. We would like to move Sandra to a Maintenance II pay grade with a rate of pay of \$19.00 per hour effective July 15, 2025.

All costs associated with this employment are included in the 2025 budget.

### REQUESTED COUNCIL ACTION:

Make a motion to move Sandra Tanguay to a Maintenance II pay grade with a rate of pay of \$19.00 per hour effective July 15, 2025.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 14, 2025

**AGENDA ITEM:** Consider Voiding Lost Accounts Payable Checks and Issue Replacement Checks.

**PREPARED BY:** Laura Pfeifer

---

### BACKGROUND:

Accounts payable checks 159826 and 160231 issued to Burggraf's Ace Hardware on April 15 and May 20, 2025 for \$1,742.65 and \$951.02, respectively are lost. An authorized representative of payee has completed the required Affidavit of Lost Checks.

### REQUESTED COUNCIL ACTION:

Make a motion to void lost accounts payable checks #159826 and 160231, issue new check and waive bond requirements for the checks to Burggraf's Ace Hardware for the combined amount of \$2,693.67.

AFFIDAVIT

STATE OF ) Minnesota

) SS

COUNTY OF ) Itasca

**Burggraf's Ace Hardware**, being first duly sworn on oath, states that he/she resides at **1115 East Highway 169, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **160231**, issued to **Burggraf's Ace Hardware**, drawn by **City of Grand Rapids** dated **5/20/25**, for the sum of **\$951.02**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

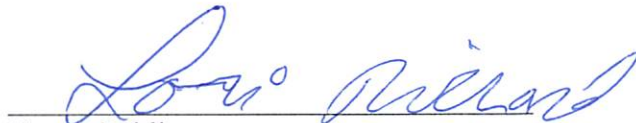
**Accounts Payable lost check**

I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

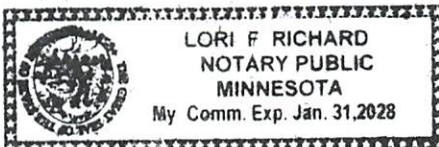
SIGNED



Subscribed and sworn to before me

This 7 day of July, 2025

Notary Public





AFFIDAVIT

STATE OF ) Minnesota

) SS

COUNTY OF ) Itasca

**Burggraf's Ace Hardware**, being first duly sworn on oath, states that he/she resides at **1115 East Highway 169, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **159826**, issued to **Burggraf's Ace Hardware**, drawn by **City of Grand Rapids** dated **04/15/25**, for the sum of **\$1,742.65**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

**Accounts Payable lost check**

I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

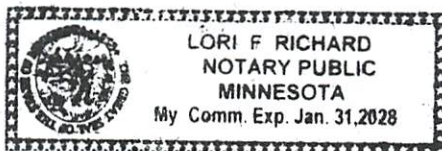
SIGNED



Subscribed and sworn to before me

This 7 day of July, 2025


Notary Public





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 07/14/2025

**AGENDA ITEM:** Consider a request by the police department to apply and accept a grant from the Minnesota Office of Traffic Safety for 10 child safety seats.

**PREPARED BY:** Kevin Ott

---

### BACKGROUND:

In the past, the Grand Rapids Police Department has applied for a grant that provides child safety seats through the Minnesota Office of Traffic Safety (OTS). OTS receives funding for this program through citation fines across the State of Minnesota for drivers who have been cited with illegal or unsafe transportation of children in motor vehicles. Child safety seats in this program must be distributed to low-income families that live in Minnesota and each seat that is distributed will require a one-on-one presentation that includes a thorough educational component for the recipient.

### REQUESTED COUNCIL ACTION:

Make a motion adopting a resolution to apply and accept a grant from the Minnesota Office of Traffic Safety for 10 child safety seats.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 14, 2025

**AGENDA ITEM:** Consider agreement with Blandin Paper Company related to Rapids Radio Rockfest.

**PREPARED BY:** Kimberly Gibeau, City Clerk

---

### BACKGROUND:

Blandin Paper Company has agreed to allow Park lot A, lots 1-6 and 19-24 of Block 27 of plat of Grand Rapids to be used for the purpose of providing parking for the Rapids Radio Rockfest for July 18 – 20, 2025.

The full agreement is attached for consideration.

### REQUESTED COUNCIL ACTION:

Make a motion to approve attached agreement with Blandin Paper Company.

## PARKING LOT LEASE

This Lease Agreement (Lease) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Blandin Paper Company (Lessor) and the City of Grand Rapids (Lessee) as follows:

1. The Lessee is hosting Rapids Radio Rockfest (Event) on July 19<sup>th</sup> 2025 and has a need for public parking and Lessor has a parking lot (Lot) in close proximity to the Event at the following location:
  - a. Parking Lot A – Lots 1-6 and 19-24 of Block 27 of the plat of Grand Rapids; and
2. Lessor shall lease said Lots to Lessee for use by the public for parking personal vehicles and for no other purpose from Friday, July 18, 2025, through Sunday, July 20, 2025.
3. In exchange for the right of use of the Lots and in addition to the promises in paragraphs numbered 4 and 5 below Lessee shall:
  - a. Sweep the Lot on Sunday, July 20, 2025, after the Event has been completed.
  - b. There will be no monetary exchange for use of Lots by Lessee.
4. Lessor shall in no way be liable or responsible for any accident or damage that may occur during the term of this Lease. Lessee shall indemnify Lessor, defend and hold it harmless against any and all liabilities, loss, cost, damage or expense which may accrue to Lessor or be claimed against Lessor by reason of any act or omission of the Lessee in hosting this event.
5. Lessee shall name Lessor as an additional insured by endorsement to its general liability insurance through the League of Minnesota Cities for all liability arising from this Lease.
6. This Lease shall expire at noon, July 20, 2025, upon termination of the event for which it was created.

IN WITNESS WHEREOF the parties have executed this Lease effective as of the date written above.

BLANDIN PAPER COMPANY, LESSOR

CITY OF GRAND RAPIDS, LESSEE

By:\_\_\_\_\_

By:\_\_\_\_\_

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

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

By:\_\_\_\_\_

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 14, 2025

**AGENDA ITEM:**

Consider entering into a Cleaning Services Agreement with Northwoods Cleaning Company at City Hall, Central School, and the library.

**PREPARED BY:** Jon Peterson

---

**BACKGROUND:**

Due to a short term need for janitorial services at City Hall, Central School, and the library, City staff is recommending entering into an agreement with Northwoods Cleaning Company to provide cleaning services.

<u>Contractor</u>	<u>Quote Amount</u>
Northwoods Cleaning Service	\$9,600.00

**REQUESTED COUNCIL ACTION:**

Make a motion to enter into a Cleaning Services Agreement with Northwoods Cleaning Company.

## CLEANING SERVICES AGREEMENT

This Agreement is entered into between the **City of Grand Rapids** (“City”) and **Northwoods Cleaning Company**, 18064 Danson Road, Grand Rapids, MN 55744 (“Contractor”).

**WHEREAS**, the City wishes to hire the Contractor to provide janitorial services at Central School, City Hall, and the Library from **June 30<sup>th</sup>, 2025 to August 22<sup>nd</sup>, 2025**

**NOW, THEREFORE**, in consideration of the mutual promises herein, the parties agree as follows:

### 1. Scope of Work

#### **City Hall**

*Monday–Friday, 4:30–6:30 PM*

- Clean bathrooms, break room, rugs, and entrances (glass and floors) – **daily**
- Polish drinking fountains – **daily**
- Empty garbage as needed
- Vacuum carpet, sweep/mop hallway & stairs, wipe council chamber desks – **weekly**

#### **Central School**

*Monday–Friday, 10:00 AM–12:00 PM*

- Clean bathrooms, vacuum rugs, clean/sweep all entrances – **daily**
- Sweep/mop hard floors & north stairwell – **2x/week or as needed**
- Empty garbage as needed

#### **Library**

*Monday–Friday, 8:00–10:00 AM*

- Dust mop entrance, clean glass, break room, bathrooms, and rugs – **daily**
- Empty garbage as needed
- Wipe tables, vacuum carpet, clean window sills – **weekly or as needed**

### 2. Schedule

Services shall be provided **Monday–Friday**, 2 hours per building per day. The contract period runs from **June 30<sup>th</sup>, 2025 to August 22<sup>nd</sup>, 2025**. Either party may terminate with **7 days’ written notice**.

### 3. Compensation

The City agrees to pay the Contractor **\$1,200.00 per week** for the duration of this Agreement.

### 4. Insurance

The Contractor shall provide a valid **Certificate of Insurance** prior to the start of services.

IN WITNESS WHEREOF, the parties have executed this Agreement:

#### City of Grand Rapids

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

#### Northwoods Cleaning Company

By: Allison Petersen  
Printed Name: Allison Petersen  
Title: Owner  
Date: 6/26/2025



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 14, 2025

**AGENDA ITEM:** Consider Voiding Lost Accounts Payable Checks and Issue Replacement Checks.

**PREPARED BY:** Laura Pfeifer

---

### BACKGROUND:

Accounts payable check #159315 issued to Streicher's on February 11, 2025 for \$602.92 is lost. An authorized representative has completed the required Affidavit of Lost Check.

Accounts payable check #160045 issued to Jim Martinetto on May 5, 2025 for \$8.40 is lost. Jim has completed the required Affidavit of Lost Check.

### REQUESTED COUNCIL ACTION:

Make a motion to void lost accounts payable checks #159315 and 160045, issue new checks and waive bond requirements for the checks to Streicher's and Jim Martinetto for the amounts of \$602.92 and 8.40, respectively.



AFFIDAVIT

STATE OF ) Minnesota

) SS

COUNTY OF ) Itasca

June Plowe, being first duly sworn on oath, states that he/she <sup>works</sup> ~~resides~~ <sup>WORKS ON BEHALF OF THE</sup> at **10911 West Highway 55, Minneapolis, MN, 55441** and that he/she ~~is the~~

payee named in a check number **159315**, issued to **Streicher's Inc.**, drawn by **City of Grand Rapids** dated **2/11/25**, for the sum of **\$602.92**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

**Accounts Payable lost check**

I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

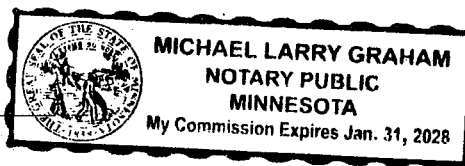
SIGNED



Subscribed and sworn to before me

This 9<sup>th</sup> day of July, 2025.

Michael Larry Graham  
Notary Public



AFFIDAVIT

STATE OF ) Minnesota

) SS

COUNTY OF ) Itasca

**Jim Martinetto**, being first duly sworn on oath, states that he/she resides at **1507 SW 3<sup>rd</sup> Avenue, Grand Rapids, MN, 55744** and that he/she is the payee named in a check number **160045**, issued to **Jim Martinetto**, drawn by **City of Grand Rapids** dated **05/05/25**, for the sum of **\$8.40**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

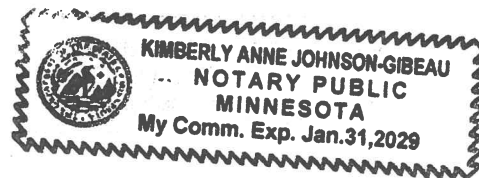
**Accounts Payable lost check**

I am making this Affidavit in conjunction with my request that the **City of Grand Rapids** issue a duplicate check. I understand that I make this Affidavit under oath and that I may be subject to criminal penalty if my statements in this Affidavit are false.

SIGNED



Subscribed and sworn to before me

This 8 day of July, 2025
  
 Notary Public




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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 14, 2025

**AGENDA ITEM:** Consider reviewing and approving updates to Data Access Policy.

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

Minnesota State Statute 13.025 Government Entity Obligation, subd. 2 Public Data Access Policy requires the responsible authority to prepare a written data access policy and update it no later than August 1 of each year. The policy for City of Grand Rapids is attached for your review. Currently, there are no updates or changes pending.

### REQUESTED COUNCIL ACTION:

Make a motion to review and approve annual data access policy as required by Minnesota State Statute.

## City of Grand Rapids Data Access Procedures

### ***Introduction***

These procedures are adopted to comply with the requirements of the Minnesota Government Data Practices Act (the “Act”), specifically MN stat. Sec. 13.03, Subd. 2 and 13.05, Subd. 5 and 8.

The Minnesota Data Practices Act establishes a system for compilation and distribution of data gathered by government agencies. All data collected and maintained by the City of Grand Rapids (“City”) are presumed public and are accessible to the public for both inspection and copying, unless classified as Private, Confidential, Nonpublic or Protected Nonpublic in accordance with federal law, state statute or a temporary classification.

### ***Required Officials***

#### **Responsible Authority**

The person designated by the City Council as the Responsible Authority is Kimberly Gibeau, City Clerk. The Responsible Authority is responsible for collection, use, and dissemination of any set of data. The Responsible Authority has designated certain other City employees to assist in complying with the Act. These designees are as follows:

- Police Chief for police records
- IT Systems Administrator for electronic data storage
- City Clerk for official records

Other positions responsible for maintenance of City records are as apparent or assigned.

#### **Compliance Officer**

The person designated by the Responsible Authority as the Compliance Officer is Tom Pagel, City Administrator. This is to whom questions regarding problems in obtaining access to data may be directed.

## Categories of Data

All government data falls into one of three categories:

Data on Individuals	Data on Decedents	Data not on Individuals	Meaning of Classification
Public <i>MS §13.02, subd. 15</i>	Public <i>MS §13.02, subd. 15</i>	Public <i>MS §13.02, subd. 4</i>	Available to anyone for any reason
Private <i>MS §13.02, subd. 12</i>	Private <i>MS §13.10, subd. 1B</i>	Nonpublic <i>MS §13.02, subd. 9</i>	Available only to the data subject and to anyone authorized by the data subject or by law to see it
Confidential <i>MS §13.02, subd. 3</i>	Confidential <i>MS §13.10, subd. 1A</i>	Protected Nonpublic <i>MS §13.02, subd. 13</i>	Not available to the public or to the data subject

Before responding to any request, the Responsible Authority must determine the classification in which the requested data falls by consulting the Act or the appropriate statute. Requests for data determined not to be public, must be approved by the Responsible Authority.

## Access to Data

All requests to examine data and for copies, can be oral or in writing. Depending upon the complexity of the request and/or data, the City may require that the request be in writing. All requests to see or copy private or confidential information must be in writing on a *City of Grand Rapids Data Request Form*. See Exhibit A, Data Request Form. Requests for government data shall be made to the Responsible Authority or her/his designee. Data requests may be submitted by mail addressed to: City of Grand Rapids, Administration Department, 420 North Pokegama Ave, Grand Rapids, MN 55744. Mailed requests will be treated as made on the date the request is received. A mailed request must be signed and notarized if the requested data is not public and the requestor wishes to have copies mailed without appearing in person to verify identity. Payment for the cost of mailing and cost of copies is to be made by the requestor prior to mailing of the copies.

All requests to inspect data will be limited to normal business hours of the City.

Employees and the requesting public should be aware that government records are maintained by certain functional classifications depending upon the purpose and use of the data. Staff will make an effort to facilitate the identification of the appropriate records, but their collection for review may go beyond their normal scope of work. If a request for public information is of such a nature or volume as to go beyond the reasonable scope of work, the Responsible Authority may determine the earliest possible date for production. The requestor has the **option** of calling to check on availability or of leaving a telephone number to be called with information on availability.

Examination of private or non-public government data is available without charge to:

- the subject of the data,
- a parent of a juvenile data subject unless the juvenile requests this denial or evidence is presented, such as state law, court order, or other legally binding document, which prohibits this right,
- persons with the City whose work assignment reasonably requires access,
- agencies authorized by state or federal law; and
- agencies or individuals who have the express written consent of the subject of the data. This consent must be on the form attached as Exhibit B, or a form reasonably similar.

In the instance when request for private data on an individual is made by a person with an informed consent for release, the identity of the requestor will be verified, the release will be reviewed to determine that the form complies with the requirements of MN Statue 13.05, Subd 4(d) and the data subject may be contacted to verify that informed consent was given.

Any person may request from the Responsible Authority or designee an explanation of the factual content and meaning of the data which has been received or inspected. Employees are not able to interpret policy decisions of legislative bodies. They may only provide minutes, resolutions and other factual documentation of such decisions.

### ***Juvenile Records***

A parent has the right to sign a consent for release of data concerning the parent's minor child. A minor child who has sufficient mental capacity to make a decision which reflects an appreciation of the consequences may give informed consent by signing a consent for release of data concerning the minor child without a parent's signature.

The following applies to *private* (not confidential) data about people under the age of 18.

- **Parental Access.** In addition to the people listed above who may have access to private data, a parent may have access to private information about a juvenile data subject. The parent is presumed to have this right unless the Responsible Authority or designee has been given evidence that there is a state law, court order, or other legally binding document which prohibits this right.
- **Notice to Juvenile.** Before requesting private data from juveniles, city personnel must notify the juveniles that they may request that the information not be given to their parent(s). This notice should be in the form attached as Exhibit C.
- **Denial of Parental Access.** The Responsible Authority or designee may deny parental access to private data when the juvenile requests this denial and the Responsible Authority or designee determines that withholding the data would be in the best interest of the juvenile. In determining the best interest of the juvenile, the Responsible Authority or designee will consider:
  - Whether the juvenile is of sufficient age and maturity to explain the reasons and understand the consequences,
  - Whether denying access may protect the juvenile from physical or emotional harm
  - Whether there is reasonable grounds to support the juvenile's reasons, and

- Whether the data concerns medical, dental, or other health services provided under MN statutes §144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize the health of the minor.

The Responsible Authority or designee may also deny parental access without a request from the juvenile under MN Statutes §144.335.

## **Summary Data**

Summary data is statistical records and reports derived from data on individuals but which does not identify an individual by name or any other characteristics that could uniquely identify an individual. Summary data derived from private or confidential data is public. The Responsible Authority or designee will prepare summary data upon request, if the request is in writing and the requesting party pays for the cost of preparation. The Responsible Authority or designee must notify the requesting party about the estimated costs and collect those costs before preparing or supplying the summary data. This should be done within 10 days after receiving the request. If the summary data cannot be prepared within 10 days, the Responsible Authority must notify the requestor of the anticipated time schedule and reasons for the delay.

Pursuant to MN statute §13.05, subd. 7, the Responsible Authority may ask an outside agency or person to prepare the summary data if (1) the specific purpose is given in writing, (2) the agency or person agrees not to disclose the private or confidential data, and (3) the Responsible Authority determines that access by this outside agency or person will not compromise the privacy of the private and confidential data. If requested summary data cannot be provided without compromising not public data, the requestor will be informed in writing of the reason for denial of the request.

## **Fees**

In general, individuals have the right to look at any public data at no charge. Fees may be charged only if the requesting person asks for a copy or electronic transmittal of the data, which can be reviewed by the requester prior to deciding if copies are necessary. Fees will be charged according to the City's standard fee schedule. All reasonable effort will be made to determine the actual costs of searching for, retrieving, copying and, where applicable, certifying the data. The City will not charge any fee that is more than the demonstrated cost of allowable expenses.

Multiple Smaller Requests: The City will only charge for requests that exceed \$20.00. The City may consider multiple requests by an individual or organization within 60 days as a single request.

Individuals requesting data about themselves: The City may only charge for actual cost of an employee to make paper copies or print copies of electronically stored data and not for time spent searching and retrieving that data.

Media or other government requests: Requests made by the media or other government agencies will generally not be assessed a fee, unless the request requires the data to be reformatted in a manner other than the way the City maintains it.

Data Charges may include:

- Cost of media (Paper, CD ROMS, DVDs, Flash Drives, etc.)
- Mailing Costs
- Employee time to prepare media (see standard hourly rate)
- Costs of reproduction that cannot be done by the entity, such as photographs, oversized materials, etc.
- Employee time to search for and retrieve the data (this charge does not apply if you are the subject of the data.)

Requester will not be charged for:

- Employee time to redact or separate from not public data
- Operating expenses of office equipment
- Costs not related to preparing media, such as generating invoices or cover sheets
- Sales tax
- Accounting functions
- Costs related to the inspection of data

The following laws govern charges of the City specific to Data Access:

- Minnesota Statutes 13.03
- Minnesota Rules, 1205.0300, Subpart 4

***Rights of Data Subjects***

An individual asked to supply private or confidential data concerning him/her will be given a *Tennessee* warning which will inform them of:

- the purpose and intended use of the requested data,
- whether h/she may refuse or is legally required to supply the requested data,
- any known consequences from supplying or refusing to supply the information, and
- the identity of other persons or entities authorized by state or federal law to receive the data.



A Tennessean warning is not required when an individual is requested to supply investigative data to a law enforcement officer. A Tennessean warning may be on a separate form or may be incorporated into the form which requests the private or confidential data.

## ***Data Protection***

### **A. Accuracy and Currency of Data**

- All employees will be requested to provide updated personal information to the appropriate supervisor, which is necessary for tax, insurance, emergency notifications, and other personnel purposes. Other people who provide confidential information will also be encouraged to provide updated information when appropriate.
- All records must be disposed of according to the City's records retention schedule.

### **B. Data Safeguards**

- Private and confidential information will be stored in files or databases which are not readily accessible to individuals who do not have authorized access and which will be secured during hours when the offices are closed.
- Private and confidential data must be kept only in City offices, except when necessary for City business.
- Only those employees whose job responsibilities require them to have access will be allowed access to files and records that contain private and confidential information. These employees will be instructed to:
  - not discuss, disclose or otherwise release private or confidential data to City employees whose jobs responsibilities do not require access to the data,
  - not leave private or confidential data where non-authorized individuals might see it, and
  - shred private or confidential data before discarding, or dispose through confidential locked recycling.

\* When a contract with an outside party requires access to private or confidential information, the contracting party will be required to use and disseminate the information consistent with the Act.

## ***Challenge to Data Accuracy***

An individual who is the subject of public or private data may contest the accuracy or completeness of that data maintained by the City. The individual must notify the City's Responsible Authority in writing describing the nature of the disagreement. Within 30 days,

the Responsible Authority or designee must respond and either (1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual, or (2) notify the individual that it is believed that the data is correct.

An individual who is dissatisfied with the responsible authority's action may appeal to the Commissioner of the Minnesota Department of Administration, using the contested case procedures under MN Statutes Chapter 14. The Responsible Authority will correct any data if so ordered by the Commissioner.

### ***Denial of Access***

If the Responsible Authority or designee determines that the requested data is not accessible to the requesting party, the Responsible Authority or designee must inform the requesting party orally at the time of the request or in writing as soon after that as possible. The Responsible Authority or designee must give the specific legal authority including statutory section, for withholding the data. The Responsible Authority or designee must place an oral denial in writing upon request. This must also include the specific legal authority for the denial.

Exhibit A

## City of Grand Rapids Data Request Form

**A. Completed by the requestor.** If applicable, also attach copy of consent for release of data.

Requestor Name:(required if requesting not public data)	Date of Request:
Address:(optional for notification/mailling purposes)	Phone Number:(optional, for notification purposes)
Description of the information requested: (attach additional sheets if necessary)	

**B. Signature:** If form is mailed and includes a request for data that is not public, sign this form and have your signature notarized.

Signed:
Acknowledged before me this _____ day of _____, 20____.
_____ <b>NOTARY PUBLIC</b>

**C. Completed by Department**

Department Name:	Handled by:
<b>Information Classified as:</b> <input type="checkbox"/> Public <input type="checkbox"/> Private <input type="checkbox"/> Confidential <input type="checkbox"/> Non-public <input type="checkbox"/> Protected non-public	<b>Action:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved in part (Explain below) <input type="checkbox"/> Denied (Explain below)
Remarks or basis for denial including statue section:	
<b>Charges:</b> <input type="checkbox"/> None <input type="checkbox"/> Photocopy _____ Pages X _____ cents = _____ <input type="checkbox"/> Special Rate: _____ (attach explanation) <input type="checkbox"/> Other: _____ (attach explanation)	<b>Identity verified for Private information:</b> <input type="checkbox"/> Identification: Driver's license, state ID, etc. <input type="checkbox"/> Comparison with signature on file <input type="checkbox"/> Personal knowledge <input type="checkbox"/> Other: _____
Authorized Signature:	Date:

Exhibit B

## CONSENT TO RELEASE PRIVATE DATA

I, \_\_\_\_\_, authorize the City of Grand Rapids to release and provide copies the following private data about me:

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to the following person or people:

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The person or people receiving the private data may use it only for the following purpose or purposes:

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This authorization is dated \_\_\_\_\_ and expires on \_\_\_\_\_

The expiration cannot exceed one year from the date of the authorization, except in the case of authorizations given in connection with applications for life insurance or non-cancelable or guaranteed renewable health insurance and identified as such, two years after the date of the policy.

**I understand that information about me is protected under the Minnesota Government Data Practices Act, M.S. Chapter 13, and cannot be disclosed without my written consent unless otherwise provided for by state or federal law. I also understand that I may revoke this consent at any time and that this consent expires as specified, or if not specified, within one year of the date of my signature below.**

Signature: \_\_\_\_\_

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

IDENTITY VERIFIED BY:

- ☐ Witness: X \_\_\_\_\_
- ☐ Identification: Driver's License, State ID, Passport, other: \_\_\_\_\_
- ☐ Comparison with signature on file
- ☐ Other: \_\_\_\_\_

Exhibit C

## Notice to Persons Under Age 18

Some of the information you are asked to provide is classified as private under state law. You have the right to request that some or all of the information not be given to one or both of your parents/legal guardians. Please complete the form below if you wish to have information withheld.

Your request does not automatically mean that the information will be withheld. State law requires the City to determine if honoring the request would be in your best interest. The City is required to consider:

- Whether you are of sufficient age and maturity to explain the reasons and understand the consequences,
- Whether denying access may protect you from physical or emotional harm,
- Whether there is reasonable grounds to support your reasons, and
- Whether the data concern medical, dental, or other health service provided under Minnesota Statutes Sections 144.341 to 144.347. If so, the data may be released only if failure to inform the parent would seriously jeopardize your health.

NOTICE GIVEN TO: \_\_\_\_\_

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

(NAME)

(TITLE)

### REQUEST TO WITHHOLD INFORMATION

I request that the following information: \_\_\_\_\_

Be withheld from: \_\_\_\_\_

For these reasons: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Signature: \_\_\_\_\_



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 14, 2025

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

**PREPARED BY:** Chief Travis Cole

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**BACKGROUND:**

The honorable calling to the fire service comes with countless rewards but also exposes personnel to considerable repeated, traumatic events that are inherently dangerous and specific to this field. The purpose of this program is to provide a therapeutic, one on one, confidential, at no employee cost session with Therapist Angie Baratto. GRFD Officer Wellness Program is a positive way an employee can heal from the accumulated stresses of traumatic interactions with society as well as any personal stresses that exist.

Improving fire fighter health and resiliency is also a goal of this department and the city.

GRPD's Officer Wellness Program has been well received by staff and recognized as being of value and the fire department would like to mirror the success this program has provided them to our fire fighters. We are committed to long-term employee health.

Cost of services is not a budgeted item but will be paid using some of training funds line item in the fire department general operating budget.

**REQUESTED COUNCIL ACTION:**

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

*State of Minnesota*

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

**Licensed Professional Clinical Counselor**  
License Number: cc00225

To: Angela Lee Baratto, MA, LPCC

Effective Date  
12/1/24

Expiration Date  
11/30/25

*State of Minnesota*

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

Licensed Professional Clinical Counselor  
License Number cc00225

To: Angela Lee Baratto, MA, LPCC

Effective Date  
12/1/24

Expiration Date  
11/30/25





# CERTIFICATE OF LIABILITY INSURANCE

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

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

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

<b>PRODUCER</b> NPIA, INC. - NONPROFITS' INSURANCE AGENCY 21034 HERON WAY STE 107 LAKEVILLE, MN 55044-8093	<b>CONTACT NAME:</b> MIKE STEVENS	
	<b>PHONE (A.C. No. Ext.):</b> (952) 469-5963	<b>FAX (A.C. No.):</b> 952-469-4553
	<b>E-MAIL ADDRESS:</b> MSTEVENS@NPIAINC.COM	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> Nonprofit Insurance Trust	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR _____ _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			PL0013-24	08/01/2024	08/01/2025	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP. OP AGG \$3,000,000 TENANT PROPERTY DAMAGE \$10,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			PL0013-24	08/01/2024	08/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION 50			PL0013-24	08/01/2024	08/01/2025	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC0013-24	01/01/2024	01/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	FIDELITY/EMPLOYEE DISHONESTY			PL0013-24	08/01/2024	08/01/2025	\$500,000
A	PROFESSIONAL LIABILITY			PL0013-24	08/01/2024	08/01/2025	\$1,000,000 per occurrence/\$3,000,000 aggregate
A	CYBER LIABILITY						

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

## CERTIFICATE HOLDER

Northland Counseling Center, Inc.  
 215 SE 2nd Ave  
 Grand Rapids, MN 55744-3615

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

# N O R T H L A N D

COUNSELING • RECOVERY • WELLNESS

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

215 Southeast Second Avenue • Grand Rapids, MN 55744

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

An Equal Opportunity Employer

## CONTRACT

THIS CONTRACT, by and between the City of Grand Rapids, a municipal corporation, hereinafter referred to as “City,” and Grand Fire Department, hereinafter referred to as “GRFD,” and Angie Baratto, MA, LPCC, hereinafter referred to as “Service Provider,” entered into this \_\_\_\_\_ day of \_\_\_\_\_.

### RECITALS

WHEREAS, the Service Provider will provide services to 31 Employees of the GRFD.

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

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

1. Service Provider shall provide services to 31 Employees of the GRFD, costing \$80.00 per one-hour session for a total cost of \$2,480.00 for the initial department required session.
2. GRFD shall set arrangement to secure a site that is appropriate.
3. GRFD shall make arrangement and schedules directly with the employees when setting the sessions.
4. GRFD shall provide the schedule to the Service Provider.
5. Service Provider shall notify GRFD if the employee fails to show up to the scheduled meeting.

### FOLLOW UP SESSIONS

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

5. All follow-up utilization shall be directed to both Fire Chief Travis Cole at 218-326-7639 [tcole@grandrapidsmn.gov](mailto:tcole@grandrapidsmn.gov) and 1<sup>st</sup> Assistant Chief John Linder at 218-326-7639 [jlinder@grandrapidsmn.gov](mailto:jlinder@grandrapidsmn.gov)

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

**CITY OF GRAND RAPIDS**

By: \_\_\_\_\_  
Its Mayor

By: \_\_\_\_\_  
Its City Administrator

**SERVICE PROVIDER**

By: \_\_\_\_\_  
Angie Baratto, MA, LPCC



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 07/14/2025

**AGENDA ITEM:** Considering approving the HMEP grant agreement from the Minnesota Department of Public Safety.

**PREPARED BY:** Travis Cole-Fire Chief

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### BACKGROUND:

The Grand Rapids Fire Department had the opportunity to apply for a grant for our Hazardous Material Chemical Response team to be used for training and educational purposes. This grant will be used to send staff to the MN Cold Zone 2025 Conference, Hazmat Technician classes for new fire fighters as well as a Hazmat Tech refresher class for our whole department which was approved to apply for at a previous council meeting.

We received the grant agreement documents that need authorization to approve. Total grant allocation (award + match) would be \$59,500 and our grant match required is \$3,500 which is accounted for within the Hazmat Contractor compensation team budget and not out of the Fire Budget.

### REQUESTED COUNCIL ACTION:

Make a motion to approve the HMEP grant agreement documents from the Department of Public Safety to be used for Hazmat training for a total of \$59,500 with a grant match of \$3,500 to be paid out of our Hazmat Contractor compensation fund with no impact to our fire operating budget and authorize proper signatures.



<b>Minnesota Department of Public Safety (“State”)</b> State Fire Marshal Division 445 Minnesota Street, Suite 145 St. Paul, MN 55101-2190	<b>Grant Program:</b> 2023-24 Hazardous Materials Emergency Preparedness Grant  <b>Grant Contract Agreement No.:</b> A-HMEP-2023/24-GRARAPFD-006
<b>Grantee:</b> City of Grand Rapids 420 North Pokegama Avenue Grand Rapids, MN 55744	<b>Grant Contract Agreement Term:</b>  <b>Effective Date:</b> 10/01/2024 <b>Expiration Date:</b> 09/30/2025
<b>Grantee’s Authorized Representative:</b> City of Grand Rapids - Grand Rapids Fire Department ATTN: Travis Cole, Fire Chief 104 SE 11th Street Grand Rapids, MN 55744 Phone: 218-326-7638 E-mail: tcole@grandrapidsmn.gov	<b>Grant Contract Agreement Amount:</b> Original Agreement \$ 56,000.00 Matching Requirement \$ 3,500.00
<b>State’s Authorized Representative:</b> MN State Fire Marshal Division ATTN: Sonya Borgeson-Bethke 445 Minnesota Street, Suite 145 St. Paul, MN 55101-2190 Phone: 651-201-7206 E-mail: sonya.borgeson-bethke@state.mn.us	<b>Federal Funding:</b> CFDA/ALN: 20.703  <b>FAIN:</b> 693JK32240011HMEP  <b>State Funding:</b> None  <b>Special Conditions:</b> None

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

**Term:** Per Minn. Stat. §16B.98, Subd. 5, the Grantee must not begin work until this grant contract agreement is fully executed and the State's Authorized Representative has notified the Grantee that work may commence. Per Minn. Stat. §16B.98 Subd. 7, no payments will be made to the Grantee until this grant contract agreement is fully executed. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2023-24 Hazardous Materials Emergency Preparedness Grant Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at 445 Minnesota Street, Suite 145. St. Paul, MN 55101-2190. The Grantee shall also comply with all requirements referenced in the 2023-24 Hazardous Materials Emergency Preparedness Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

### 1. ENCUMBRANCE VERIFICATION

*Individual certifies that funds have been encumbered as required by Minn. Stat. § 16A.15.*

Signed: \_\_\_\_\_

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

### 3. STATE AGENCY

Signed: \_\_\_\_\_  
(with delegated authority)

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

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

Grant Contract Agreement No. A-HMEP-2023/24-GRARAPFD-006 / P.O. No. 3000104430

Project No.: N/A

### 2. GRANTEE

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Signed: \_\_\_\_\_

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

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

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

Signed: \_\_\_\_\_

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

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

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

Signed: \_\_\_\_\_

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

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

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

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

2023-2024 (HMEP) Hazardous Materials Emergency Preparedness

Budget Summary (Report)

Organization: Grand Rapids Fire Department

Training: 2025 Cold Zone Conference	Award	Match
Cost of lodging and Per Diem for 5 people	\$4,200.00	\$0.00
Wages for 5 people to attend 2025 Cold Zone Conference	\$6,550.00	\$3,500.00
Conference fees for 5 people to attend conference	\$3,250.00	\$0.00
Subtotal	\$14,000.00	\$3,500.00
Training: Hazmat Tech Class	Award	Match
Cost to Hire instructor to tech this class	\$8,400.00	\$0.00
Wages for 13 people to attend Hazmat Tech Class	\$21,600.00	\$0.00
Subtotal	\$30,000.00	\$0.00
Training: Hazmat Tech Refresher Class	Award	Match
Cost to Hire instructor to teach this class	\$5,000.00	\$0.00
Wages for 32 people to take 16 hour hazmat tech refresher	\$7,000.00	\$0.00
Subtotal	\$12,000.00	\$0.00
Total	\$56,000.00	\$3,500.00





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 7/14/2025

**AGENDA ITEM:** Consider authorizing the police department to apply for a 2025-2026 Toward Zero Deaths (TZD) grant from the Minnesota Department of Public Safety- Office of Traffic Safety for the purpose of extra traffic enforcement.

**PREPARED BY:** Kevin Ott

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### BACKGROUND:

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

This is a partnership which includes the Itasca County Sheriff's Office, Coleraine Police Department, Nashwauk Police Department, Keewatin Police Department, Deer River Police Department and the Minnesota State Patrol.

### REQUESTED COUNCIL ACTION:

Make a motion to authorize the police department to apply for a 2025-2026 Toward Zero Deaths (TZD) grant from the Minnesota Department of Public Safety- Office of Traffic Safety for the purpose of extra traffic enforcement.



## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 7-14-25

**AGENDA ITEM:** Consider a parking lot agreement with the Blandin Foundation

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

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### BACKGROUND:

Attached is a parking lot agreement between the City and Blandin Foundation. We utilize their parking lot during Grand Rapids Riverfest.

### REQUESTED COUNCIL ACTION:

Make a motion to approve a parking lot agreement with the Blandin Foundation.

## PARKING LOT LEASE AGREEMENT

This Parking Lot Lease Agreement (this “Lease”) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Charles K. Blandin Foundation, a Minnesota nonprofit corporation (“Lessor”) and the City of Grand Rapids (“Lessee”) as follows:

1. Lessee is hosting Grand Rapids Riverfest (the “Event”) on property located north of the Grand Rapids Area Library on September 6, 2025. Lessee has a need for additional venue (the “Space”) on real property owned by Lessor. The location of the Space is identified, in red outline, in Appendix A.
2. Lessor shall lease said Space to Lessee for use by the public Noon on Friday, September 5, 2025 through Noon on Sunday, September 7, 2025.
3. In exchange for use of the Space, Lessee shall:
  - a. Sweep the parking lot on the Space and remove all trash and debris from the Space on Sunday, September 7, 2025, after the Event has been completed.
  - b. There will be no monetary exchange for use of the Space by Lessee.
4. Lessor shall in no way be liable or responsible for any accident or damage that may occur during the term of this Lease. Lessee shall indemnify Lessor, defend and hold it harmless against any and all liabilities, loss, cost, damage or expense which may accrue to Lessor or be claimed against Lessor by reason of any act or omission of the Lessee in hosting the Event.
5. Lessee shall name Lessor as an additional insured by endorsement to its general liability insurance through the League of Minnesota Cities for all liability arising from this Lease.
6. This Lease shall expire at Noon, September 7, 2025, upon termination of the event for which it was created.

IN WITNESS WHEREOF the parties have executed this Lease effective as of the date written above.

BLANDIN FOUNDATION, LESSOR

CITY OF GRAND RAPIDS, LESSEE

By:\_\_\_\_\_

By:\_\_\_\_\_

Its:\_\_\_\_\_

Its:\_\_\_\_\_

By:\_\_\_\_\_

By:\_\_\_\_\_

Its:\_\_\_\_\_

Its:\_\_\_\_\_

Appendix A





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 7/14/2025

**AGENDA ITEM:** Consider a request by the police department to apply for a DWI officer grant through the Office of Traffic Safety (OTS).

**PREPARED BY:** Kevin Ott

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### BACKGROUND:

The Grand Rapids Police Department was notified that OTS will open a request for proposal (RFP) in the end of July 2025 for law enforcement agencies to apply for a dedicated DWI officer who would be focused on detecting and arresting impaired drivers. The purpose of the DWI officer is to have a dedicated member of the police department assigned to enforce traffic laws to keep citizens of Grand Rapids safe on our roadways through enforcement.

This program has been ongoing since the fall of 2014 and agencies that continue to meet the goals of the program have been able to keep this grant funding if they continue to be active with traffic enforcement and meet the goals of the program. According to the program coordinator, only one agency in the past 8 years has been terminated from the program and that was due to the agency failing to submit required reporting documents.

In addition, this program is unique to Minnesota and the only such program in the nation. This program has produced statistical results with the areas that this program has been deployed. OTS reports that they have experienced a 35% reduction in impaired driving crashes in these areas between 2022 and 2023. In addition, OTS reports that the 19 counties that have implemented this dedicated officer have experienced a 60% reduction in DWI arrests. This was achieved through focused and sustained impaired driving enforcement.

If awarded this grant, OTS will award up to \$150,000.00 for reimbursement of the dedicated officer's salary, benefits, training, and traffic related overtime per year.

### REQUESTED COUNCIL ACTION:

Make a motion allowing the police department to apply for a DWI officer through the Office of Traffic Safety (OTS).



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 07/14/2025

**AGENDA ITEM:** Consider making a motion to increase the hourly Hazmat rate of pay.

**PREPARED BY:** Travis Cole

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### BACKGROUND:

The current rate of pay for Hazmat training and in jurisdiction calls is \$25.00 an hour. Our current rate of pay is below the other State Hazmat Teams rate of pay. We have entered into a new Joint Powers Agreement with the State of MN as a Hazardous Materials Response Team which had an increase of \$25,000 for a total contract price of \$85,000 per year.

The goal is to increase the hourly rate of pay for trainings and in-jurisdiction calls to \$30 per hour. In working with Assistant Finance Director Laura Pfeifer, we both feel this increase of pay would be less than a \$5,000 increase to the hazmat budget for all the training hours and in-jurisdiction calls when looking at total hours of years past. These wages are paid out of our State Contractor Compensation budget and do not come out of our normal operating budget.

### REQUESTED COUNCIL ACTION:

Make a motion to increase the hourly rate of pay for Hazmat training and in jurisdiction calls from \$25 to \$30 an hour effective August 1<sup>st</sup>, 2025.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 14, 2025

**AGENDA ITEM:** Consider appointment of Will Richter to the Zoning Administrator position.

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

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### BACKGROUND:

In May, City Council approved the posting and advertisement for the position of Zoning Administrator. The City received three (3) applications, and all three (3) applicants were interviewed. The Hiring Committee, consisting of Rob Mattei, Director of Community Development, Public Works Director / City Engineer, Matt Wegwerth, and myself, recommend appointing Will Richter to the position of Zoning Administrator, with a start date of August 4, 2025.

In 2008, Will Richter began working for the City, when he assumed the role of Reference Librarian. Will worked as a Reference Librarian from July 2008 through February 2019. In 2019, Will was promoted to the Library Director position for the Grand Rapids Area Library. In addition, since 2014, Will has been quite active as a Firefighter, with the Grand Rapids Fire Department. In January 2025, Will was promoted to the position of Safety Officer with the GRFD. Will has a bachelor's degree in social studies / education, and he most recently completed his master's degree in public administration at Hamline University. With Will's relevant experience in community engagement and interaction with residents, we believe he will be a great fit for the Community Development department.

On May 12, 2025, City Council approved the salary for the Zoning Administrator position with a pay range of \$67,267.20 to \$89,772.80. Will is currently working in an exempt position for the City, with a salary of \$92,576.33. Past practice for the City for exempt transfers, is to transfer the current or present salary with the new position; therefore, we are recommending a starting annual salary for the position of Zoning Administrator at \$92,576.33. The salary grade for this position is Grade 11. Future cost of living adjustments will be subject to the conditions listed in his offer letter.

Will Richter will continue to follow his current FTO (PTO) schedule, accruing 12.0 hours of FTO (PTO) per 80-hour pay period. He will also continue to accrue 2.462 hours of EMB per 80-hour pay period.

A copy of his application and offer letter are attached.

**REQUESTED COUNCIL ACTION:**

Make a motion to appoint Will Richter to the Zoning Administrator position, with a start date of August 4, 2025, a starting annual salary of \$92,576.33, and FTO (PTO) and EMB accruals as stated above, and detailed in the attached offer letter.



May 28, 2025

Chery Pierzina  
Human Resource Officer  
City of Grand Rapids

Dear Chery,

I am writing to express my interest in the Zoning Administrator position with the City of Grand Rapids. Since the start of my employment with the city in 2008, I have held progressively responsible roles at the Grand Rapids Area Library and Grand Rapids Fire Department. I believe the skills and abilities I have gained in these roles are transferable to this Community Development position.

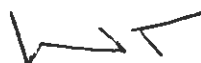
As the current Director of Library Services, I strive to cultivate a vibrant future for the community by working collaboratively with others, including city departments and local stakeholders. My role at GRAL involves frontline customer service, acting as the primary contact regarding library matters. I am also responsible for compiling and preparing data and documents for public meetings and community presentations.

My commitment to community service is further demonstrated by my nine years as a firefighter and recent promotion to Safety Officer. As an active member of GRFD, I work with a dynamic team to manage complex emergency situations. This form of challenging community service has enabled me to hone my leadership and team-working abilities among a diverse group of coworkers.

In addition to my growth within the library and fire department, I recently completed a stimulating and rigorous MPA program through Hamline University. This opportunity has prepared me with the tools for learning about complex regulations and policies impacting zoning and community development.

I am excited about the potential to serve in the Community Development Department and contribute to the future of Grand Rapids. Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read 'Will Richter', with a stylized, cursive-like flourish.

Will Richter



420 N. Pokegama Ave  
Grand Rapids, MN 55744  
(218)326-7606

(218)326-7608 Fax

www.cityofgrandrapidsmn.com

# Employment Application

*An Equal Opportunity Employer*

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

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

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

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

## PERSONAL INFORMATION

NAME Last <b>Richter</b>	First <b>William</b>	Middle <b>L.</b>	POSITION APPLIED FOR: <b>Zoning Administrator</b>
MAILING ADDRESS [REDACTED]			TODAY'S DATE: <b>05/28/25</b> DATE AVAILABLE TO WORK:
CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]	STATUS DESIRED: <input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Seasonal
HOME PHONE	OTHER PHONE [REDACTED]	EMAIL ADDRESS: [REDACTED]	
Are you a U.S. citizen or do you have legal Authorization to work in the U.S.? Proof of age and/or eligibility to work may be requested.		YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Will your continued employment require employer sponsorship?		<input type="checkbox"/>	<input checked="" type="checkbox"/>
Do you have a valid driver's license? (For driving positions only)		YES <input checked="" type="checkbox"/>	NO <input type="checkbox"/>
Are you <u>under</u> 18 years of age?		<input type="checkbox"/>	<input checked="" type="checkbox"/>

## EDUCATIONAL INFORMATION

School Name, City and State		Major Area of Study
High School:  White Bear Lake Area	Diploma <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO GED <input type="checkbox"/> YES <input type="checkbox"/> NO	
College:  UW - River Falls	Degree Completed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> Associates <input checked="" type="checkbox"/> Bachelors <input type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	BS - Social Studies / Education
Graduate School:  Hamline University	Degree Completed: <input checked="" type="checkbox"/> YES <input type="checkbox"/> Associates <input type="checkbox"/> Bachelors <input checked="" type="checkbox"/> Masters <input type="checkbox"/> Other <input type="checkbox"/> NO # of years completed _____ Semester/Credit hours earned _____	Public Administration
Technical or Vocational Programs:  Mesabi Range (MN North)	(indicate type of certificate earned)  NFPA 1001	Firefighter I&II

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

I recently completed a MPA program to prepare me with the tools for learning about the complex regulations and policies impacting zoning and community development.

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

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

## EMPLOYMENT EXPERIENCE

CURRENT EMPLOYMENT INFORMATION		
EMPLOYER City of Grand Rapids	DATES EMPLOYED FROM TO	
ADDRESS 420 N. Pokegama Ave	02/19	05/25
CITY, STATE, ZIP Grand Rapids, MN 55744	JOB TITLE: Library Director	
TELEPHONE Area Code + Number (218) 326-7600	NAME OF LAST SUPERVISOR: Tom Pagel	
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE YOUR WORK IN THIS JOB: Performs complex professional and difficult administrative work serving as head of the library, supervising and directing responsibility for all library functions within the framework of the library's objectives, policies and budget, and related work as apparent or assigned. Work involves setting policies and goals under the direction of the Library Board of Directors. Departmental supervision is exercised over all personnel within the department.	
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other		
REASON FOR LEAVING: Current		

PREVIOUS EMPLOYMENT INFORMATION		
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.		
EMPLOYER City of Grand Rapids	DATES EMPLOYED FROM TO	
ADDRESS 420 N. Pokegama Ave	01/25	05/25
CITY, STATE, ZIP Grand Rapids, MN 55744	JOB TITLE: Safety Officer	
TELEPHONE Area Code + Number (218) 326-7600	NAME OF LAST SUPERVISOR: Travis Cole	
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE YOUR WORK IN THIS JOB: Performs difficult technical and advanced human support work supervising and performing fire suppression, emergency aid, hazardous materials and fire prevention duties, and related work as apparent or assigned. Work is performed under the general direction of the Fire Chief.	
<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input checked="" type="checkbox"/> Other		
REASON FOR LEAVING: Current		

EMPLOYER City of Grand Rapids	DATES EMPLOYED FROM TO	
ADDRESS 420 N. Pokegama Ave	07/08	02/19
CITY, STATE, ZIP Grand Rapids, MN 55744	JOB TITLE: Reference Librarian	
TELEPHONE Area Code + Number (218) 326-7600	NAME OF LAST SUPERVISOR: Marcia Anderson	
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	DESCRIBE YOUR WORK IN THIS JOB: Performs intermediate professional and administrative work providing reference service, technology assistance, passport acceptance, and related work as apparent or assigned. Work is performed under the general direction of the Director of Library Services.	
<input checked="" type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input type="checkbox"/> Other		
REASON FOR LEAVING: Promoted to Library Director		

PREVIOUS EMPLOYMENT INFORMATION CONTINUED		
List all positions held including full-time, part-time, military, summer, volunteer work and any periods of unemployment. Explain any period of unemployment. Attach additional sheet if necessary.		
EMPLOYER	DATES EMPLOYED	
City of Grand Rapids	FROM	TO
ADDRESS	JOB TITLE:	
420 N. Pokegama Ave	06/14	12/24
CITY, STATE, ZIP	NAME OF LAST SUPERVISOR:	
Grand Rapids, MN 55744	Travis Cole	
TELEPHONE Area Code + Number	DESCRIBE YOUR WORK IN THIS JOB:	
218-320-1000	Performs intermediate protective service work in fire suppression, rescue extrication, emergency aid, hazardous materials and fire prevention, and related work as apparent or assigned. Work is performed under the general direction of the Fire Chief, 1st Assistant Fire Chief and 2nd Assistant Fire Chief.	
May we contact this employer? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<input type="checkbox"/> Full-time <input type="checkbox"/> Part-time <input checked="" type="checkbox"/> Other		
REASON FOR LEAVING:		
Promoted to Safety Officer		

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

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

**UNPAID EXPERIENCE**

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

Treasurer, Grand Rapids Fire Relief Association - I was a key part of a multi-year effort to transition firefighter retirement funds to the State of Minnesota. This created a win-win situation for the city and firefighters.

**MILITARY EXPERIENCE**

Describe your duties:

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

**AUTHORIZATION****\*PLEASE READ CAREFULLY BEFORE SIGNING\***

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

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

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

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

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

Signature

Date

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



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

ADMINISTRATION DEPARTMENT

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

June 30, 2025

Mr. Will Richter

Dear Will,

Please consider this letter as an offer of employment for the position of Zoning Administrator for the City of Grand Rapids. Following is an outline of the terms and conditions of your pending transfer to this position. Your appointment to the position of Zoning Administrator is subject to approval of the City Council at their Monday, July 14, 2025, meeting.

**Start Date:** Your first date of employment will be August 4, 2025.

**Compensation:** Your annual salary will be \$92,576.33. This position holds an FLSA Status of exempt. The salary grade for the Zoning Administrator position is Grade 11.

Future cost of living adjustments will be subject to satisfactory performance evaluations and will be considered at the same time as other management employees, this will normally be completed on the same base percentage or dollar amount as other management employees, subject to City Council discretion. This is typically effective January 1<sup>st</sup> of each year.

**Pension:** You will continue to participate in PERA. A deferred compensation plan is also available for your participation.

**Insurance:** You are enrolled in the Operating Engineers Local 49 Health & Welfare Fund. The City covers 100% of the premium regardless of how many eligible family members. You will notice no changes in your health insurance coverage.

**Flexible Time Off:** You will continue to follow your current FTO (PTO) schedule, accruing 12.00 hours of FTO (PTO) per 80-hour pay period.

Extended Medical Bank: You will accrue EMB, a non-severable benefit at 2.462 hours per 80-hour pay period. In order to utilize EMB for a health event, you must first utilize 40-hours of FTO (PTO).

Contingent Upon: Your appointment to the Zoning Administrator position will be presented and recommended to the City Council at their July 14, 2025 meeting.

On behalf of the City of Grand Rapids, congratulations!

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

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

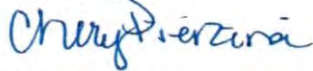


Will Richter



Date

Sincerely,



Chery Pierzina  
Human Resources Officer

cc: Personnel File  
Payroll





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 14, 2025

**AGENDA ITEM:** Consider one-time special payment to MSRS Health Care Savings Plan to insurance eligible employees, due to increase in health insurance deductible.

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

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### BACKGROUND:

The Operating Engineers Local 49 Health & Welfare Fund, providing health insurance to city employees, increased the health insurance deductible by five-hundred dollars (\$500) in 2025.

Based on our collective bargaining agreement(s) in effect January 1, 2023, until December 31, 2025, in the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that Appendix B may be opened up by either signatory party for the purpose of discussing the effect of such change; and

Minnesota Statute 471.6161, Group Insurance; Governmental Units, states in 471.6161, Subd. 5. Collective bargaining: The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, agree to a reduction in benefits.

The City has created a Memorandum of Understanding (MOU) to address the change in benefits with the following bargaining units: LELS-239, LELS-345, IUOE-Clerical, and AFSCME-Local No 3456A.

Since the health insurance deductible increased by \$500.00 in 2025, the City will provide a one-time \$500.00 special payment to Minnesota State Retirement System (MSRS), Health Care Savings Plan (HCSP) account, established for insurance eligible employees, of the above-mentioned bargaining units, as well as non-represented employees, employed at the time of City Council approval, July 14, 2025. This one-time \$500 special payment will be paid on behalf of the forementioned insurance eligible employees following City Council approval.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve a one-time \$500.00 special payment to Minnesota State Retirement System (MSRS), Health Care Savings Plan (HCSP) account, established for insurance eligible employees, of the above-mentioned bargaining units, as well as non-represented employees, employed at the time of City Council approval, July 14, 2025, with this one-time \$500 special payment paid on behalf of the forementioned insurance eligible employees following City Council approval.

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Grand Rapids (hereafter "City") and Law Enforcement Labor Services, Local No. 239 (hereafter "Union").

**WHEREAS**, the City and the Union are parties to a collective bargaining agreement in effect January 1, 2023 until December 31, 2025; and

**WHEREAS**, Section 14.2 of agreement, states *Existing level of benefits shall be continued for the duration of this Agreement subject to the application of Section 14.3 of this Article and Section 14.3, states In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Article 14 may be opened by either signatory party hereto for the purposed of discussing the effect of such change.*; and

**WHEREAS**, MN Statutes, Section 471.6161 states *The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, certified under section 179A.12, agree to a reduction in benefits;* and

**WHEREAS**, the Operating Engineers Local 49 Health & Welfare Fund, providing health insurance to city employees, increased the deductible from five hundred dollars (\$500) to one thousand dollars (\$1,000) annually.

**NOW THEREFORE**, the parties agree as follows:

1. The City will deposit five hundred dollars (\$500) into each insurance eligible union employees MSRS Health Care Savings Plan for calendar year 2025.
2. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

FOR THE CITY OF GRAND RAPIDS

FOR LELS, LOCAL NO. 239

\_\_\_\_\_  
Name

*Rick Mathwig*  
\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

5-5-25  
\_\_\_\_\_  
Date

*Tyler H*  
\_\_\_\_\_  
Name

5/12/25  
\_\_\_\_\_  
Date

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Grand Rapids (hereafter “City”) and Law Enforcement Labor Services, Local No. 345 (hereafter “Union”).

**WHEREAS**, the City and the Union are parties to a collective bargaining agreement in effect January 1, 2023 until December 31, 2025; and

**WHEREAS**, Section 14.2 of agreement, states *Existing level of benefits shall be continued for the duration of this Agreement subject to the application of Section 14.3 of this Article and Section 14.3, states In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Article 14 may be opened by either signatory party hereto for the purposed of discussing the effect of such change.; and*

**WHEREAS**, MN Statutes, Section 471.6161 states *The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, certified under section 179A.12, agree to a reduction in benefits; and*

**WHEREAS**, the Operating Engineers Local 49 Health & Welfare Fund, providing health insurance to city employees, increased the deductible from five hundred dollars (\$500) to one thousand dollars (\$1,000) annually.

**NOW THEREFORE**, the parties agree as follows:

1. The City will deposit five hundred dollars (\$500) into each insurance eligible union employees MSRS Health Care Savings Plan for calendar year 2025.
2. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

FOR THE CITY OF GRAND RAPIDS

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

FOR LELS, LOCAL NO. 345

*Robin Rooser*  
\_\_\_\_\_  
Name

May 6, 2025  
\_\_\_\_\_  
Date

*Jeffrey Carlson*  
\_\_\_\_\_  
Name

May 8, 2025  
\_\_\_\_\_  
Date

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Grand Rapids (hereafter “City”) and Local 49 of the International Union of Operating Engineers, Clerical (hereafter “Union”).

**WHEREAS**, the City and the Union are parties to a collective bargaining agreement in effect January 1, 2023 until December 31, 2025; and

**WHEREAS**, Appendix B, Section 3 of agreement, states *In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Appendix B may be opened up by either signatory party hereto for the purpose of discussing the effect of such change; and*

**WHEREAS**, MN Statutes, Section 471.6161 states *The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, certified under section 179A.12, agree to a reduction in benefits; and*

**WHEREAS**, the Operating Engineers Local 49 Health & Welfare Fund, providing health insurance to city employees, increased the deductible from five hundred dollars (\$500) to one thousand dollars (\$1,000) annually.

**NOW THEREFORE**, the parties agree as follows:

1. The City will deposit five hundred dollars (\$500) into each insurance eligible union employees MSRS Health Care Savings Plan for calendar year 2025.
2. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

FOR THE CITY OF GRAND RAPIDS

FOR LOCAL 49, IUOE

\_\_\_\_\_  
Tasha Connelly      Date

\_\_\_\_\_  
Dan Revier      Date

\_\_\_\_\_  
Kim Gibeau      Date

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Grand Rapids (hereafter “City”) and American Federation of State, County and Municipal Employees, Local No. 3456A, Library (hereafter “Union”).

**WHEREAS**, the City and the Union are parties to a collective bargaining agreement in effect January 1, 2023 until December 31, 2025; and

**WHEREAS**, MN Statutes, Section 471.6161 states *The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, certified under section 179A.12, agree to a reduction in benefits*; and

**WHEREAS**, the Operating Engineers Local 49 Health & Welfare Fund, providing health insurance to city employees, increased the deductible from five hundred dollars (\$500) to one thousand dollars (\$1,000) annually.

**NOW THEREFORE**, the parties agree as follows:

1. The City will deposit five hundred dollars (\$500) into each insurance eligible union employees MSRS Health Care Savings Plan for calendar year 2025.
2. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

FOR THE CITY OF GRAND RAPIDS

Union

\_\_\_\_\_  
Tasha Connelly      Date

\_\_\_\_\_  
Representative      Date

\_\_\_\_\_  
Kim Gibeau      Date



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

**AGENDA DATE:** July 14, 2025

**AGENDA ITEM:** Consider one-time special payment to Operating Engineers Local 49 Health Reimbursement Arrangement (HRA) to insurance eligible employees, due to increase in health insurance deductible.

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

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### BACKGROUND:

The Operating Engineers Local 49 Health & Welfare Fund, providing health insurance to city employees, increased the health insurance deductible by five-hundred dollars (\$500) in 2025.

Based on our collective bargaining agreement(s) in effect January 1, 2023, until December 31, 2025, in the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that Appendix B may be opened up by either signatory party for the purpose of discussing the effect of such change; and

Minnesota Statute 471.6161, Group Insurance; Governmental Units, states in 471.6161, Subd. 5. Collective bargaining: The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, agree to a reduction in benefits.

The City has created a Memorandum of Understanding (MOU) to address the change in benefits with IUOE – Local 49 Public Works.

Since the health insurance deductible increased by \$500.00 in 2025, the City will provide a one-time \$500.00 special payment to Operating Engineers Local 49 Health Reimbursement Arrangement (HRA) account, established for insurance eligible employees, of the above-mentioned bargaining unit, employed at the time of City Council approval, July 14, 2025. This one-time \$500 special payment will be paid on behalf of the forementioned insurance eligible employees following City Council approval.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve a one-time \$500.00 special payment to Operating Engineers Local 49 Health Reimbursement Arrangement (HRA) account, established for insurance eligible employees, of the above-mentioned bargaining unit, employed at the time of City Council approval, July 14, 2025, with this one-time \$500 special payment paid on behalf of the forementioned insurance eligible employees following City Council approval.



## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding is entered into between the City of Grand Rapids (hereafter “City”) and Local 49 of the International Union of Operating Engineers, Public Works (hereafter “Union”).

**WHEREAS**, the City and the Union are parties to a collective bargaining agreement in effect January 1, 2023 until December 31, 2025; and

**WHEREAS**, Appendix B-1, Section 3 of agreement, states *In the event that the level of benefits offered by the existing or new provider is modified downward, the parties agree that within thirty (30) calendar days of notification of change, Appendix B-1 may be opened up by either signatory party hereto for the purpose of discussing the effect of such change; and*

**WHEREAS**, MN Statutes, Section 471.6161 states *The aggregate value of benefits provided by a group insurance contract for employees covered by a collective agreement shall not be reduced, unless the public employer and exclusive representative of the employees of an appropriate bargaining unit, certified under section 179A.12, agree to a reduction in benefits; and*

**WHEREAS**, the Operating Engineers Local 49 Health & Welfare Fund, providing health insurance to city employees, increased the deductible from five hundred dollars (\$500) to one thousand dollars (\$1,000) annually.

**NOW THEREFORE**, the parties agree as follows:

1. The City will deposit five hundred dollars (\$500) into each insurance eligible union employees 49ers HRA Plan for calendar year 2025.
2. This Memorandum of Understanding represents the full and complete agreement between the parties regarding this matter.

FOR THE CITY OF GRAND RAPIDS

FOR LOCAL 49, IUOE

\_\_\_\_\_  
Tasha Connelly      Date

\_\_\_\_\_  
Dan Revier      Date

\_\_\_\_\_  
Kim Gibeau      Date



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** July 14, 2025

**AGENDA ITEM:** Consider appointment of Amy Dettmer to the vacant Director of Library Services position and request authorization to post two part-time positions.

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

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### BACKGROUND:

Due to the internal transfer of Will Richter to the Zoning Administrator position within the Community Development Department, the Director of Library Services position is now vacant. This evening, we are pleased to recommend the appointment of Amy Dettmer as the new Director of Library Services, with an effective start date of August 4, 2025.

Amy Dettmer has been a dedicated member of the Grand Rapids Area Library staff since 2006, beginning her tenure as the Reference Librarian. For the past 17 years, she has served as the Assistant Library Director, a role in which she has made significant and lasting contributions. Amy has played a key role in developing and expanding the library's Young Adult services and is deeply committed to creating a welcoming, accessible space for all members of the community—particularly teens and seniors. Library patrons value her extensive knowledge and rely on her expertise. Amy holds a master's degree in library science from the University of Wisconsin–Milwaukee and brings over two decades of professional library experience to her work.

As Director of Library Services, Amy Dettmer will receive an annual salary of \$92,576.33. This position is classified as FLSA exempt and is assigned to Salary Grade 13. Future cost of living adjustments will be subject to the terms outlined in her offer letter. Amy will continue to follow her current FTO (PTO) schedule, accruing 12.0 hours of FTO (PTO) per 80-hour pay period. She will also continue to accrue 2.462 hours of Extended Medical Benefit (EMB) time per 80-hour pay period.

A copy of Amy's offer letter is attached.

Since the Assistant Library Director position will not be filled at this time, we would like to request permission to move forward with posting internally, advertising, interviewing, and hiring for two

(2) part-time Library Public Services Clerk I positions. These positions will work four to five days per week, not to exceed 28 hours per week. These roles will help support daily library operations and ensure continued service to our patrons in the absence of an Assistant Director. The current library budget supports these positions.

**REQUESTED COUNCIL ACTION:**

Make a motion to appoint Amy Dettmer as Director of Library Services, with an annual salary of \$92,576.33, beginning August 4, 2025, and FTO (PTO) and EMB accruals as stated above, and detailed in the attached offer letter; and approve posting internally, advertising, interviewing, and hiring for two (2) part-time Library Public Services Clerk I positions, working four to five days per week, not to exceed 28 hours per week.



CITY OF  
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ADMINISTRATION DEPARTMENT

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

July 1, 2025

Ms. Amy Dettmer



Dear Amy,

Please consider this letter as an offer of employment for the position of Director of Library Services for the City of Grand Rapids. Following is an outline of the terms and conditions of your pending transfer to this position. Your appointment to the position of Director of Library Services is subject to approval of the City Council at their Monday, July 14, 2025, meeting.

**Start Date:** Your first date of employment will be August 4, 2025.

**Compensation:** Your annual salary will be \$92,576.33. This position holds an FLSA Status of exempt. The salary grade for the Director of Library Services position is Grade 13.

Future cost of living adjustments will be subject to satisfactory performance evaluations and will be considered at the same time as other management employees, this will normally be completed on the same base percentage or dollar amount as other management employees, subject to City Council discretion. This is typically effective January 1<sup>st</sup> of each year.

**Pension:** You will continue to participate in PERA. A deferred compensation plan is also available for your participation.

**Insurance:** You are enrolled in the Operating Engineers Local 49 Health & Welfare Fund. The City covers 100% of the premium regardless of how many eligible family members. You will notice no changes in your health insurance coverage.

**Flexible Time Off:** You will continue to follow your current FTO (PTO) schedule, accruing 12.00 hours of FTO (PTO) per 80-hour pay period.

**Extended Medical Bank:** You will accrue EMB, a non-severable benefit, at 2.462 hours per 80-hour pay period. In order to utilize EMB for a health event, you must first utilize 40-hours of FTO (PTO).

**Contingent Upon:** Your appointment to the Director of Library Services position will be presented and recommended to the City Council at their July 14, 2025, meeting.

On behalf of the City of Grand Rapids, congratulations!

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

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

  
\_\_\_\_\_  
Amy Dettmer

\_\_\_\_\_  
Date

7-1-2025

Sincerely,



Chery Pierzina  
Human Resources Officer

cc: Personnel File  
Payroll