



**CITY COUNCIL MEETING AGENDA**  
**Monday, April 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, April 14, 2025 at 5:00 PM in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL:

PROCLAMATIONS/PRESENTATIONS:

1. MPCA Certificate of Commendation for Public Utilities Commission

POSITIVE HAPPENINGS IN THE CITY:

PUBLIC FORUM:

COUNCIL REPORTS:

APPROVAL OF MINUTES:

2. Approve Council minutes for Monday, March 24, 2025 Worksession and Regular meetings.

VERIFIED CLAIMS:

3. Approve the verified claims for the period March 18, 2025 to April 7, 2025 in the total amount of \$829,599.81.

CONSENT AGENDA:

4. Consider Approving U.S. Bank Trust Company, NA Agreement Relating to Paying and Registrar Agency for GO Bonds Series 2025A.
5. Consider approving lease agreement with TNT Construction Group at the GPZ Airport
6. Consider adopting a resolution to authorize closing Capital Projects Fund-2023 Infrastructure Fund.
7. Consider rescinding appointment of a new hire and authorize Human Resources to post, interview and hire for an open position of Police Officer.
8. Consider request to appoint a student intern at City Hall.
9. Consider rehiring seasonal golf employees and appointing new hires at Pokegama Golf Course.

- [10.](#) Consider revisions to Pay Range for PT, Seasonal, and Temporary Employees.
- [11.](#) Consider hiring staff for Public Works for the 2025 Spring/Summer Maintenance Season.
- [12.](#) Consider approval of Artificial Intelligence (AI) Training for City Leadership.
- [13.](#) Consider approval of Service Agreement with Heroes Rise Coffee Company for employee training.
- [14.](#) Adopt a resolution approving LG 214 Premises Permit for Grand Rapids Amateur Hockey Association.
- [15.](#) Consider various agreements related to Rockfest and Riverfest.
- [16.](#) Consider approving quote/agreement from Axon for new City Prosecutor account.
- [17.](#) Consider approving an agreement with SEH for the Taxiway A (North) Reconstruction – Phase 2 Design Project
- [18.](#) Consider adopting a resolution appointing election judges for 2025 elections.
- [19.](#) Consider approving liquor licenses for new establishments The Tied LLC and Ledger & Ladle LLC
- [20.](#) Consider authorizing the retirement and sale of surplus assets from the Itasca Calvary Cemetery at auction.
- [21.](#) Consider authorizing advertisement for bid for GPZ projects
- [22.](#) Consider approving entering into a 3 year contract with FireCatt for hose testing with the Grand Rapids Fire Department
- [23.](#) Consider allowing the Grand Rapids Fire Department to enter into a contract with Hazard Class LLC Training and Consulting for hazmat tech classes.
- [24.](#) Consider approving seasonal golf Starter Ranger contractors
- [25.](#) Consider approving quote from TimeClock Plus, LLC and authorize necessary signature.
- [26.](#) Consider approving on-sale liquor license for The Pines Restaurant.

SET REGULAR AGENDA:

ADMINISTRATION:

- [27.](#) Consider GMP Consultants Director of Finance Recruitment Proposal.

COMMUNITY DEVELOPMENT:

- [28.](#) Consider adopting a resolution approving a partial termination of the Airport South Industrial Park Phase 1 Development Agreement

ADJOURNMENT:

NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 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

# CERTIFICATE OF COMMENDATION

This Wastewater Treatment Facility Operational Award is presented to

**Grand Rapids**

**Wastewater Treatment Facility**

**and its staff**

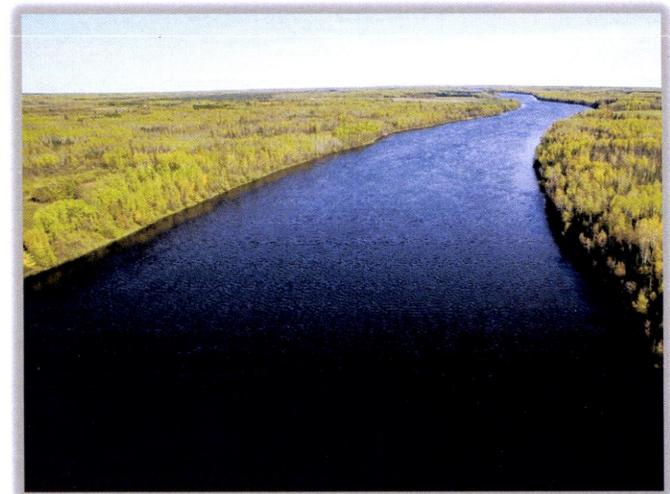
in recognition of exceptional compliance with its Minnesota Pollution Control Agency  
NPDES/SDS wastewater permit during the 2024 review period.

Your dedication to protecting Minnesota's waters is duly  
recognized and appreciated by the state of Minnesota.

*Katrina Kessler*

Katrina Kessler, MPCA Commissioner

**m** MINNESOTA POLLUTION  
CONTROL AGENCY





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

## **CITY COUNCIL WORKSESSION MINUTES**

**Monday, March 24, 2025**

**4:00 PM**

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

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

STAFF: Tom Pagel, Kimberly Gibeau, Chad Sterle, Rob Mattei

### **BUSINESS:**

1. Minnesota Power Presentation - Kate Van Daele

Representatives from MN Power provided presentation including overview of services and customer makeup, carbon free goals, plan highlights, conversion & continued use of Boswell Energy, increasing energy demands, etc. The presentation can be viewed in its entirety at [watchictv.org](http://watchictv.org).

### **DEPARTMENT HEAD REPORT:**

2. Community Development - Rob Mattei

Community Development Director Rob Mattei presented annual update on department activities including areas of work, planning and economic development, permit valuation stats, Building Safety, staffing and upcoming projects. A full report is available upon request.

### **REVIEW OF REGULAR AGENDA:**

Upon review, no changes or additions are noted.

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

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



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

**CITY COUNCIL MEETING MINUTES**  
**Monday, March 24, 2025**  
**5:00 PM**

Mayor Connelly called the meeting to order at 5:02 PM.

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

STAFF: Tom Pagel, Kimberly Gibeau, Chad Sterle, Laura Pfeifer, Will Richter, Chery Pierzina, Kevin Ott, Dale Anderson, Andy Morgan

**POSITIVE HAPPENINGS IN THE CITY:**

Mayor Connelly acknowledged Grand Rapids Fire Department and specifically Fire Chief Cole for actions during a structure fire in which Chief Cole saved the life of a resident trapped within.

**PUBLIC FORUM:**

No one from the public wished to speak.

**COUNCIL REPORTS:**

Councilor Blake reports on recently attended RAMS Board meeting.

Mayor Connelly shared open house invitation for public input on Pokegama Hotel parking lot to take place at Rapids Brewing. Commended GRPD along with other local law enforcement for hosting SCAM prevention seminar. Attended PCA Board meeting where a demonstration of the Pepperball deployment was conducted.

**APPROVAL OF MINUTES:**

1. Approve Council minutes for Monday, March 10, 2025 Worksession and Regular meetings and Summary of Closed Council meeting held on Monday, March 10, 2025.

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

**VERIFIED CLAIMS:**

2. Approve the verified claims for the period March 4, 2025 to March 17, 2025 in the total amount of \$969,599.76 of which \$311,281.25 are debt service payments.

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

**ACKNOWLEDGE MINUTES FOR BOARDS AND COMMISSIONS:**

3. Acknowledged minutes for:
  - ~ January 14, 2025 Special Golf Board meeting
  - ~ February 12, 2025 Library Board meeting
  - ~ February 18, 2025 Golf Board meeting

**CONSENT AGENDA:**

4. Consider donating eleven (11) abandoned bikes to Itasca County YMCA
5. Consider authorizing Grand Rapids Police Department to enter an Interconnection Security Agreement (ISA) between Axon Enterprise and Minnesota Bureau of Criminal Apprehension (BCA).
6. Consider adopting a resolution approving LG230 Application for Off-Site Gambling for Grand Rapids Amateur Hockey Association.

**Adopted Resolution 25-22**

7. Consider approving quotes from TimeClock Plus, LLC and authorize the City Administration to sign necessary quotes.
8. Consider adopting a resolution accepting low bid for CP 2025-1, 7th Avenue SE Mill and Overlay

**Adopted Resolution 25-23**

9. Consider authorizing the retirement and sale of Public Works surplus assets.
10. Consider entering into agreement with Marco Technologies
11. Consider hiring temporary Library employee through Personnel Dynamics.
12. Consider rehiring seasonal golf employees and appoint new hire at Pokegama Golf Course.
13. Consider allowing the IT Department to donate retired equipment
14. Consider approving an agreement with Oracle NetSuite for Government for writing an API script for timekeeping from Schedule Anywhere Software and authorize the Mayor to sign necessary agreements.
15. Consider adopting a resolution accepting a Hazardous Materials Emergency Planning Grant

**Adopted Resolution 25-24**

16. Consider approving the attached memorandum establishing the 2025 goals for the City Administrator

17. Consider approving letter of support for Itasca County
18. Consider accepting the resignation of Derek Rolle and accept applications for a new member to the Pokegama Golf Board

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

SET REGULAR AGENDA:

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

CIVIC CENTER & PARKS:

19. Consider accepting a quote from Fair-Play Corporation for a new scoreboard, shots-on-goal board, and transceiver upgrades at Yanmar Arena.

Motion made by Councilor Blake, Second by Councilor MacGregor to approve quote from Fair-Play Corporation as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake, Councilor Mertes

20. Consider accepting a quote from Rapid Garage Door to install a new overhead door at Yanmar Arena.

Motion made by Councilor MacGregor, Second by Councilor Mertes accepting quote from Rapid Garage Door as presented. Voting Yea: Mayor Connelly, Councilor MacGregor, Councilor Blake, Councilor Mertes

ADJOURNMENT:

There being no further business, the meeting adjourned at 5:18 PM.

Respectfully submitted:

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk

DATE: 04/11/2025  
 TIME: 11:38:23  
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/14/2025

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
2009525	TIMECLOCK PLUS LLC	109.90
	TOTAL	109.90
CITY WIDE		
1915248	SHI INTERNATIONAL CORP	918.48
2009525	TIMECLOCK PLUS LLC	745.23
	TOTAL CITY WIDE	1,663.71
SPECIAL PROJECTS-NON BUDGETED		
1121725	KUTAK ROCK LLP	912.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	912.00
ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE	21.99
1315450	MOMEMENTUM ADVOCACY, LLP	2,000.00
	TOTAL ADMINISTRATION	2,021.99
BUILDING SAFETY DIVISION		
0118100	VESTIS GROUP INC	146.58
0221650	BURGGRAF'S ACE HARDWARE	296.74
0315455	COLE HARDWARE INC	112.26
0605652	FERGUSON WOLSELEY IND GROUP	1,339.65
0701650	GARTNER REFRIGERATION CO	420.00
0914717	INT'L CODE COUNCIL	270.00
0920060	ITASCA COUNTY TREASURER	108.36
1520350	OTIS ELEVATOR COMPANY	3,378.84
1901535	SANDSTROM'S INC	428.81
2112400	ULINE LLC	373.87
	TOTAL BUILDING SAFETY DIVISION	6,875.11
COMMUNITY DEVELOPMENT		
0914717	INT'L CODE COUNCIL	405.00
0920060	ITASCA COUNTY TREASURER	38.13
	TOTAL COMMUNITY DEVELOPMENT	443.13

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/14/2025

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FINANCE		
0312395	CLIFTONLARSONALLEN LLP	37,852.50
0718060	GRAND RAPIDS HERALD REVIEW	1,701.00
TOTAL FINANCE		39,553.50
FIRE		
0118100	VESTIS GROUP INC	61.52
0221650	BURGGRAF'S ACE HARDWARE	77.91
0920060	ITASCA COUNTY TREASURER	145.78
1000060	J&J MEDICAL	1,325.00
1321526	MES SERVICE COMPANY, LLC	123.21
1415030	NAPA SUPPLY OF GRAND RAPIDS	127.19
1901535	SANDSTROM'S INC	90.49
1920555	STOKES PRINTING & OFFICE	118.00
2018225	TREASURE BAY PRINTING	46.00
TOTAL FIRE		2,115.10
INFORMATION TECHNOLOGY		
1915248	SHI INTERNATIONAL CORP	5,576.80
TOTAL INFORMATION TECHNOLOGY		5,576.80
PUBLIC WORKS		
0221650	BURGGRAF'S ACE HARDWARE	322.90
0315455	COLE HARDWARE INC	-67.65
0501650	EARL F ANDERSEN	2,834.80
0516550	EPOKE NORTH AMERICA INC	732.13
0601690	FASTENAL COMPANY	1,051.16
0800040	H & L MESABI	6,292.00
0920060	ITASCA COUNTY TREASURER	499.96
1200500	L&M SUPPLY	120.00
1201730	LATVALA LUMBER COMPANY INC.	76.06
1415544	NORTHLAND PORTABLES	127.50
1415545	NORTHLAND LAWN & SPORT, LLC	2,012.13
1618569	PROJECT RESOURCES GROUP, INC	730.62
2018560	TROUT ENTERPRISES INC	730.00
2209421	VIKING ELECTRIC SUPPLY INC	605.61
2301750	WAUSAU EQUIPMENT CO, LLC	1,394.52
2305453	WESCO RECEIVABLES CORP	596.56
2501525	YANMAR COMPACT EQUIPMENT NORTH	125.00
2515225	YODER BUILDING SUPPLIES INC	496.21
TOTAL PUBLIC WORKS		18,679.51

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 04/14/2025

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FLEET MAINTENANCE		
0601690	FASTENAL COMPANY	9.37
0920060	ITASCA COUNTY TREASURER	72.69
1301720	MATCO TOOLS	75.08
1309725	MITCHELL1	2,028.00
1415030	NAPA SUPPLY OF GRAND RAPIDS	28.02
1901264	SAFETY KLEEN SYSTEMS INC	301.46
	TOTAL FLEET MAINTENANCE	2,514.62
POLICE		
0409501	JOHN P. DIMICH	5,250.00
0809105	HIBBING CHRYSLER CENTER	382.80
0920060	ITASCA COUNTY TREASURER	800.97
1920233	STREICHER'S INC	44.80
	TOTAL POLICE	6,478.57
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE	27.99
0809345	NICHOLAS HIIPAKKA	22.17
0920068	ITASCA DRIFTSKIPPERS	3,000.00
2112400	ULINE LLC	342.87
	TOTAL RECREATION	3,393.03
CENTRAL SCHOOL		
0118100	VESTIS GROUP INC	67.93
0218745	ASHLEY BRUBAKER	283.73
0221650	BURGGRAF'S ACE HARDWARE	119.70
0701650	GARTNER REFRIGERATION CO	889.23
1901535	SANDSTROM'S INC	100.93
	TOTAL	1,461.52
AIRPORT		
0315455	COLE HARDWARE INC	16.40
0712225	GLEN'S ARMY NAVY STORE INC	249.90
0920060	ITASCA COUNTY TREASURER	144.78
2018680	TRU NORTH ELECTRIC LLC	89.46
	TOTAL	500.54

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/14/2025

VENDOR #	NAME	AMOUNT DUE
-----		
CIVIC CENTER		
GENERAL ADMINISTRATION		
0118100	VESTIS GROUP INC	55.26
0221650	BURGGRAF'S ACE HARDWARE	875.42
0701650	GARTNER REFRIGERATION CO	357.00
0805640	HERC-U-LIFT INC	199.52
1118348	KRISS PREMIUM PRODUCTS, INC	3,586.14
1908248	SHERWIN-WILLIAMS	448.08
	TOTAL GENERAL ADMINISTRATION	5,521.42
STATE HAZ-MAT RESPONSE TEAM		
0121721	AUTO VALUE - GRAND RAPIDS	443.97
	TOTAL	443.97
CEMETERY		
0920060	ITASCA COUNTY TREASURER	43.89
2023500	218 ELECTRIC LLC	1,100.00
2501525	YANMAR COMPACT EQUIPMENT NORTH	18.67
	TOTAL	1,162.56
DOMESTIC ANIMAL CONTROL FAC		
0118100	VESTIS GROUP INC	30.00
	TOTAL	30.00
GO IMP BONDS 2009C		
0508450	EHLERS AND ASSOCIATES INC	750.00
	TOTAL	750.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-PUBLIC WORKS		
1315730	MOTOROLA INC	15,166.80
	TOTAL CAPITAL OUTLAY-PUBLIC WORKS	15,166.80

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/14/2025

VENDOR #	NAME	AMOUNT DUE
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
1321526	MES SERVICE COMPANY, LLC	16.75
1415523	NORTHLAND COUNSELING CENTER	1,760.00
1920150	STATT LLC	1,950.00
TOTAL CAPITAL OUTLAY-POLICE		3,726.75
AIRPORT CAPITAL IMPRV PROJECTS		
TAXIWAY A RECONSTRUCTION		
1900225	SEH	14,910.00
TOTAL TAXIWAY A RECONSTRUCTION		14,910.00
2021 INFRASTRUCTURE BONDS		
CP2020/FD-1 NEW FIRE HALL		
1801610	RAPIDS PLUMBING & HEATING INC	22,445.00
TOTAL CP2020/FD-1 NEW FIRE HALL		22,445.00
PIR-PERMANENT IMPRV REVOLV FND		
HWY 169 S STREET LIGHTING		
0215460	BOLTON & MENK, INC	5,750.00
TOTAL HWY 169 S STREET LIGHTING		5,750.00
STORM WATER UTILITY		
0315455	COLE HARDWARE INC	21.97
0401420	DAKOTA FLUID POWER, INC	183.62
0920060	ITASCA COUNTY TREASURER	142.00
1415030	NAPA SUPPLY OF GRAND RAPIDS	7.99
TOTAL		355.58
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$162,561.11
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0113105	AMAZON CAPITAL SERVICES	374.11
0201354	L. PFEIFER-PETTY CASH FUND	5.58
0218116	BREACH POINT CONSULTING INC	6,008.00
0301530	CANON FINANCIAL SERVICES, INC	62.01
0305530	CENTURYLINK QC	53.17
0309600	CIRCLE K/HOLIDAY	552.66

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/14/2025

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0315543	CONSTELLATION NEWENERGY -GAS	5,277.40
0605191	FIDELITY SECURITY LIFE	93.50
0609696	FIRST STRIKE SFTY SOLUTION INC	3,960.00
0718015	GRAND RAPIDS CITY PAYROLL	601,841.40
0718070	GRAND RAPIDS STATE BANK	554.89
0809115	MN NORTH COLLEGE	13,465.00
0815440	HOLIDAY STATIONSTORES LLC	258.50
0815500	HOME DEPOT CREDIT SERVICES	39.45
1015323	KIM JOHNSON-GIBEAU	912.97
1121140	KEVIN KUBECZKO	312.60
1121695	LANCE KUSCHEL	312.60
1200500	L&M SUPPLY	5,650.60
1201402	LAKE COUNTRY POWER	52.90
1205090	LEAGUE OF MINNESOTA CITIES	425.00
1215250	LOFFLER COMPANIES INC	157.23
1301145	MARCO TECHNOLOGIES, LLC	500.91
1301146	MARCO TECHNOLOGIES, LLC	100.65
1305725	METROPOLITAN LIFE INSURANCE CO	2,387.33
1309199	MINNESOTA ENERGY RESOURCES	4,440.91
1309274	MN MUNICIPAL UTILITIES ASSOC	490.00
1309291	MN POLLUTION CONTROL AGENCY	400.00
1309335	MINNESOTA REVENUE	1,757.00
1315650	ANDY MORGAN	263.13
1321750	MUTUAL OF OMAHA	578.77
1520720	KEVIN OTT	1,408.74
1601305	THOMAS J. PAGEL	1,772.00
1601750	PAUL BUNYAN COMMUNICATIONS	1,835.67
1809158	WILLIAM RICHTER	69.00
2000100	TASC	35.55
2018555	CHAD TROUMBLY	69.00
2114360	UNITED PARCEL SERVICE	91.63
2209705	VISIT GRAND RAPIDS INC	635.40
2301700	WM CORPORATE SERVICES, INC	3,204.51
2305300	MATTHEW WEGWERTH	630.00
2305825	WEX INC	5,998.93
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$667,038.70
TOTAL ALL DEPARTMENTS		\$829,599.81



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider Approving U.S. Bank Trust Company, NA Agreement Relating to Paying and Registrar Agency for GO Bonds Series 2025A.

**PREPARED BY:** Laura Pfeifer

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### BACKGROUND:

The recently approved General Obligation Bonds, Series 2025A requires an agreement with U.S. Bank Trust Company, NA to perform and serve as the paying agent and bond registrar. To avoid the delay of the bond closing on the due date, the City Administrator signed the agreement on April 2, 2025.

### REQUESTED COUNCIL ACTION:

Make a motion to approve U.S. Bank Trust Company, NA Agreement Relating to Paying and Registrar Agency for GO Bonds Series 2025A and authorize the City Administrator to sign.

## AGREEMENT RELATING TO PAYING AND REGISTRAR AGENCY

**THIS AGREEMENT RELATING TO PAYING AND REGISTRAR AGENCY** (this “Agreement”), is entered into as of April 2, 2025 by and between **CITY OF GRAND RAPIDS, MINNESOTA** (the “Issuer”), and **U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION** (the “Bank”), as Paying Agent and Bond Registrar.

### RECITALS

WHEREAS, the Issuer has duly authorized and provided for the issuance of its General Obligation Bonds, Series 2025A (the “Bonds”) in an aggregate principal amount of \$4,770,000.00 to be issued as fully registered bonds without coupons;

WHEREAS, the Issuer will ensure all things necessary to make the Bonds the valid obligations of the Issuer, in accordance with their terms, will be done upon the issuance and delivery thereof;

WHEREAS, the Issuer and the Bank wish to provide the terms under which Bank will act as Paying Agent to pay the principal, redemption premium (if any) and interest on the Bonds, in accordance with the terms thereof, and under which the Bank will act as Bond Registrar for the Bonds;

WHEREAS, the Bank has agreed to serve in such capacities for and on behalf of the Issuer and has full power and authority to perform and serve as Paying Agent and Bond Registrar for the Bonds; and

WHEREAS, the Issuer has duly authorized the execution and delivery of this Agreement; and all things necessary to make this Agreement a valid agreement have been done.

NOW, THEREFORE, it is mutually agreed as follows:

### ARTICLE ONE DEFINITIONS

#### Section 1.01. Definitions.

For all purposes of this Agreement except as otherwise expressly provided or unless the context otherwise requires:

“Bank” means U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States of America, and its successors and assigns.

“Bond Register” means the book or books of registration kept by the Bank, as Bond Registrar, in which are maintained the name and address of and principal amounts registered to each Registered Owner.

“Bond Registrar” means the Bank when it is performing the function of registrar for the Bonds.

“Bonds” shall have the meaning defined in the Recitals.

“Fiscal Year” means the fiscal year of the Issuer ending on December 31 of each year.

“Issuer” means City of Grand Rapids, Minnesota.

“Paying Agent” means the Bank when it is performing the function of paying agent for the Bonds.

“Person” means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision of a government or any entity whatsoever.

“Registered Owner” means a Person in whose name a Bond is registered in the Bond Register.

## **ARTICLE TWO APPOINTMENT OF BANK AS PAYING AGENT AND BOND REGISTRAR**

### Section 2.01. Appointment and Acceptance.

The Issuer hereby appoints the Bank to act as Paying Agent with respect to the Bonds, to pay to the Registered Owners in accordance with the terms and provisions of this Agreement the principal of, redemption premium (if any), and interest on all or any of the Bonds.

The Issuer hereby appoints the Bank as Bond Registrar with respect to the Bonds. As Bond Registrar, the Bank shall keep and maintain for and on behalf of the Issuer, books and records as to the ownership of the Bonds and with respect to the transfer and exchange thereof as provided herein.

The Bank hereby accepts its appointment, and agrees to act as Paying Agent and Bond Registrar.

### Section 2.02. Compensation.

As compensation for the Bank’s services as Paying Agent and Bond Registrar, the Issuer hereby agrees to pay the Bank the fees and amounts set forth in a separate agreement between the Issuer and the Bank for the first year of this Agreement, and thereafter the fees and amounts set forth in the Bank’s current fee schedule then in effect for services as Paying Agent/Bond Registrar, which shall be supplied by the Bank to the Issuer on or before 90 days prior to the close of the Fiscal Year of the Issuer if there are any changes, and shall be effective upon the first day of the following Fiscal Year.

In addition, the Issuer agrees to reimburse the Bank, upon its request, for all reasonable out-of-pocket expenses, disbursements and advances, including without limitation the reasonable

fees, expenses, and disbursements of its agents and attorneys, incurred or made by the Bank in connection with entering into and performing under this Agreement or in connection with investigating and defending itself against any claim or liability hereunder.

### **ARTICLE THREE PAYING AGENT**

#### Section 3.01. Duties of Paying Agent.

As Paying Agent, the Bank, provided sufficient collected funds have been deposited for such purpose by or on behalf of the Issuer in the account designated by the Bank hereunder (the "Account"), shall pay on behalf of the Issuer the principal of, redemption premium, if any, and interest on each Bond in accordance with the provisions of the Bonds. The Bank has no obligation to seek funds from any other account or pursuant to any letter of credit, insurance policy or other agreement or take any other action to assist the Issuer to comply with its obligations except to the extent expressly set forth in this Agreement.

#### Section 3.02. Payment Dates.

The Issuer hereby instructs the Bank to pay the principal of, redemption premium (if any) and interest on the Bonds on the dates specified in the Bonds, from the Account to the extent such amounts are on deposit in the Account.

The Bank shall not be required to pay interest on any funds of the Issuer for any period during which such funds are held by the Bank awaiting payment of the Bonds.

#### Section 3.03. Receipt of Funds.

The Issuer hereby agrees to deposit in the Account sufficient funds to make principal and interest payments as follows: (1) payment by check must be received by the Paying Agent at least five (5) business days prior to payment date and (2) payment by wire must be received by the Paying Agent no later than 11:30 a.m. CST on the payment date.

### **ARTICLE FOUR BOND REGISTRAR**

#### Section 4.01. Initial Delivery of Bonds.

The Bonds will be initially registered and delivered to the purchaser designated by the Issuer as one Bond for each maturity. If such purchaser delivers a written request to the Bank not later than five (5) business days prior to the date of initial delivery, the Bank will, on the date of initial delivery, deliver Bonds of authorized denominations, registered in accordance with the instructions in such written request.

Section 4.02. Duties of Registrar.

The Bank shall provide for the proper registration of transfer, exchange and replacement of the Bonds. Every Bond surrendered for transfer or exchange shall be duly endorsed or be accompanied by a written instrument of transfer, the signature on which has been guaranteed by an eligible guarantor institution meeting the requirements of the Bank, which requirements may include membership or participation in a Medallion signature program, in form acceptable to the Bank, duly executed by the Registered Owner thereof or such Registered Owner's agent. The Bond Registrar may request any supporting documentation it deems necessary or appropriate to effect a re-registration.

Section 4.03. Unauthenticated Bonds.

The Issuer shall provide to the Bank on a continuing basis, an adequate inventory of unauthenticated Bonds to facilitate transfers or replacements. The Bank agrees that it will maintain such unauthenticated Bonds in safekeeping.

Section 4.04. Form of Bond Register.

The Bank as Bond Registrar will maintain its records as Bond Registrar in accordance with the Bank's general practices and procedures in effect from time to time.

Section 4.05. Cancelled Bonds.

All Bonds surrendered for payment, redemption, transfer, exchange or replacement, if surrendered to the Bank, shall be promptly cancelled by it and, if surrendered to the Issuer, shall be delivered to the Bank and, if not already cancelled, shall be promptly cancelled by the Bank. The Issuer may at any time deliver to the Bank for cancellation any Bonds previously authenticated and delivered which the Issuer may have acquired in any manner whatsoever, and all Bonds so delivered shall be promptly cancelled by the Bank. All cancelled Bonds shall be held by the Bank for its retention period then in effect and shall thereafter be destroyed and evidence of such destruction furnished to the Issuer upon its written request.

Section 4.06. Mutilated, Lost, Stolen or Destroyed Bonds.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Bank shall deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of any such mutilated Bond or in lieu of and in substitution for any such Bond destroyed, stolen or lost, upon the payment of the expenses and charges of the Bank in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing by the owner with the Bank of evidence satisfactory to the Bank that such Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Bank of an appropriate bond of indemnity in form, substance and amount as is satisfactory to the Bank. All Bonds so surrendered to the Bank shall be canceled by it and evidence of such cancellation shall be given to the Issuer upon request. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it shall not be necessary to issue a new Bond prior to payment, provided that the owner shall first provide the Bank with a bond of indemnity as set forth above.

## ARTICLE FIVE THE BANK

### Section 5.01. Duties of Bank.

The Bank undertakes to perform the duties set forth herein, each of which is ministerial and non-fiduciary in nature. No implied duties or obligations shall be read into this Agreement against the Bank. The Bank hereby agrees to use the funds deposited with it for payment of the principal of, redemption premium (if any) and interest on the Bonds to pay the same as it shall become due and further agrees to establish and maintain such accounts and funds as may be required for the Bank to function as Paying Agent.

### Section 5.02. Reliance on Documents, Etc.

(a) The Bank may conclusively rely, as to the truth of the statements and correctness of the opinions expressed therein, on certificates or opinions furnished to the Bank by the Issuer.

(b) The Bank shall not be liable for any error of judgment made in good faith. The Bank shall not be liable for other than its gross negligence or willful misconduct in connection with any act or omission hereunder. In no event shall the Bank be liable for incidental, indirect, special, consequential or punitive damages or penalties of any kind (including, but not limited to lost profits), even if the Bank has been advised of the likelihood of such damages or penalty and regardless of the form of action.

(c) No provision of this Agreement shall require the Bank to expend or risk its own funds or otherwise incur any financial liability for performance of any of its duties hereunder, or in the exercise of any of its rights or powers.

(d) The Bank may rely, or be protected in acting or refraining from acting, upon any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, note, security or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. The Bank need not examine the ownership of any Bond, but shall be protected in acting upon receipt of Bonds containing an endorsement or instruction of transfer or power of transfer which appears on its face to be signed by the Registered Owner or agent of the Registered Owner.

(e) The Bank may consult with counsel, and the written advice or opinion of counsel shall be full authorization and protection with respect to any action taken, suffered or omitted by it hereunder in good faith reliance thereon.

(f) The Bank may exercise any of the powers hereunder and perform any duties hereunder either directly or by or through agents or attorneys and shall not be liable for the actions of such agent or attorney if appointed by it with due care.

### Section 5.03. Recitals of Issuer.

The recitals contained in the Bonds shall be taken as the statements of the Issuer, and the Bank assumes no responsibility for their correctness.

Section 5.04. May Own Bonds; Other Transactions.

The Bank, in its individual or any other capacity, may become the owner or pledgee of Bonds with the same rights it would have if it were not the Paying Agent and Bond Registrar for the Bonds. The Bank may engage in or be interested in any financial or other transaction with the Issuer, any Bond owner or any other Person.

Section 5.05. Money Held by Bank.

Money held by the Bank hereunder need not be segregated from other funds. The Bank shall have no duties with respect to investment of funds deposited with it and shall be under no obligation to pay interest on any money received by it hereunder. Any money deposited with or otherwise held by the Bank for the payment of the principal, redemption premium (if any) or interest on any Bond and remaining unclaimed by the Registered Owner (or by the Issuer (which claim by the Issuer shall be made in writing) after maturity and prior to escheatment) will be escheated pursuant to the applicable state law. If funds are returned to the Issuer, the Issuer and the Bank agree that the Registered Owner of such Bond shall thereafter look only to the Issuer for payment thereof, and that all liability of the Bank with respect to such moneys shall thereupon cease.

Section 5.06. Interpleader.

The Issuer and the Bank agree that the Bank may seek adjudication of any adverse claim, demand, or controversy over its person as well as funds on deposit, in a court of competent jurisdiction. The Issuer and the Bank further agree that the Bank has the right to file an action in interpleader in any court of competent jurisdiction to determine the rights of any person claiming any interest herein.

Section 5.07. Indemnification.

To the extent authorized by law, the Issuer shall indemnify the Bank, its officers, directors and employees (“Indemnified Parties”) for, and hold them harmless against, any loss, cost, claim, liability or expense arising out of or in connection with the Bank’s acceptance or administration of the Bank’s duties hereunder (except any loss, liability or expense as may be adjudged by a court of competent jurisdiction to have been caused by the Bank’s gross negligence or willful misconduct), including the cost and expense (including its counsel fees) of defending itself against any claim or liability in connection with the exercise or performance of any of its powers, rights or duties under this Agreement. Such indemnity shall survive the termination or discharge of this Agreement or discharge of the Bonds.

**ARTICLE SIX  
MISCELLANEOUS PROVISIONS**

Section 6.01. Amendment.

This Agreement may be amended only by an agreement in writing signed by both of the parties hereto.

Section 6.02. Assignment.

This Agreement may not be assigned by either party without the prior written consent of the other party. Notwithstanding the foregoing, any corporation or association (i) into which the Bank may be converted or merged, (ii) with which the Bank or any successor to it may be consolidated or (iii) to which it may sell or transfer its corporate trust business as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, merger, consolidation, sale or transfer, ipso facto, shall be and become successor Paying Agent and Bond Registrar hereunder, without the execution or filing of any paper or any further act, anything herein to the contrary notwithstanding.

Section 6.03. Notices.

Any request, demand, authorization, direction, notice, consent, communication, waiver or other document (each, a “Notice”) provided or permitted hereunder to be given or furnished to the Issuer or the Bank shall be in writing and delivered by mail, hand-delivery or Electronic Means (as defined below) to the Issuer or the Bank, respectively, at the address shown below, or such other address as may have been given by one party to the other by fifteen (15) days written notice:

If to the Issuer:           City of Grand Rapids  
Attn: Finance Director  
420 N Pokegama Ave  
Grand Rapids, MN 55744-2662  
Phone: (218) 326-7600

If to the Bank:           U.S. Bank Trust Company, National Association  
111 Fillmore Avenue E  
Saint Paul, MN 55107  
Facsimile: 651-466-7431

The Bank agrees to accept Notices in the form of a portable document format (“pdf”) or other replicating image attached to an e-mail, facsimile transmission, secure electronic transmission (containing applicable authorization codes, passwords and/or authentication keys issued by the Bank), or another electronic method or system specified by the Bank as available for use in connection with its services hereunder (collectively, “Electronic Means”), provided the Issuer shall deliver to the Bank an incumbency or other certificate listing the persons entitled to give such Notices to the Bank. All Notices to the Bank hereunder must be in writing in English and must be in the form of a document that is signed manually or by way of an electronic signature (including electronic images of handwritten signatures and digital signatures provided by DocuSign, Orbit, Adobe Sign or any other electronic signature provider acceptable to the Bank). Electronic signatures believed by the Bank to comply with the ESIGN ACT of 2000 or other applicable law shall be deemed original signatures for all purposes. The Issuer agrees to assume all risks arising out of its use of Electronic Means and electronic signatures, including without limitation the risk of the Bank acting on an unauthorized document and the risk of

interception or misuse by third parties. Notwithstanding the foregoing, the Bank may in any instance and in its sole discretion require that an original document bearing a manual signature be delivered to the Bank in lieu of, or in addition to, any document signed via electronic signature.

Section 6.04. Effect of Headings.

The Article and Section headings herein are for convenience of reference only and shall not affect the construction hereof.

Section 6.05. Successors and Assigns.

All covenants and agreements herein by the Issuer and the Bank shall bind their successors and assigns, whether so expressed or not.

Section 6.06. Severability.

If any provision of this Agreement shall be determined to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

Section 6.07. Benefits of Agreement.

Except with respect to the Indemnified Parties, this Agreement is intended to be for the benefit of or to be enforceable by only the Issuer and the Bank, and no third party shall be entitled to claim that it is a third party beneficiary hereof.

Section 6.08. Entire Agreement.

This Agreement shall constitute the entire agreement between the parties hereto relative to the Bank acting as Paying Agent and Bond Registrar.

Section 6.09. Counterparts.

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall constitute one and the same Agreement.

Section 6.10. Term and Termination.

This Agreement shall be effective from and after its date and until the Bank resigns; provided, however, that no such termination shall be effective until a successor has been appointed and has accepted the duties of the Bank hereunder.

The Bank may resign at any time by giving written notice thereof to the Issuer. If the Bank shall resign, or become incapable of acting, the Issuer shall promptly appoint a successor Paying Agent and Bond Registrar. If an instrument of acceptance by a successor Paying Agent and Bond Registrar shall not have been delivered to the Bank within thirty 30 days after the Bank gives notice of resignation, the Bank may petition any court of competent jurisdiction at

the expense of the Issuer for the appointment of a successor Paying Agent and Bond Registrar. In the event of resignation of the Bank as Paying Agent and Bond Registrar, upon the written request of the Issuer and upon payment of all amounts owing to the Bank hereunder the Bank shall deliver to the Issuer or its designee all funds in the Account and unauthenticated Bonds and a copy of the Bond Register. The provisions of Section 2.02 and Section 5.07 hereof shall survive and remain in full force and effect following the termination of this Agreement.

Section 6.11. Governing Law.

This Agreement shall be construed in accordance with and shall be governed by the laws of the State of Minnesota.

Section 6.12. Documents to be delivered to Bank.

At the time of the Bank's appointment as Paying Agent and Bond Registrar hereunder, the Issuer shall deliver to the Bank the following documents: (a) a specimen of each Bond; (b) a copy of the opinion of bond counsel provided to the Issuer in connection with the issuance of the Bonds; and (c) such other information that the Bank may request in connection with its obligations under this Agreement.

Section 6.13. Patriot Act Compliance.

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust or other legal entity the Bank will ask for documentation to verify its formation and existence as a legal entity. The Bank may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

*[Signature Page Follows]*

IN WITNESS WHEREOF, the Issuer and the Bank have caused this Agreement to be executed in their respective names by their duly authorized representatives, in two counterparts, each of which shall be deemed an original.

**CITY OF GRAND RAPIDS, MINNESOTA, as Issuer**

By:   
Name: TOM PAGEL  
Title: CITY ADMINISTRATOR

**U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION, as Paying Agent and Bond Registrar**

By:   
Name: Leye Fadahunsi  
Title: Assistant Vice President

Schedule of Fees for Services as  
Paying Agent, Transfer Agent, Authenticating Agent, Registrar  
For

City Of Grand Rapids, Minnesota (Itasca County) General Obligation Bonds, Series 2025A

<b>CTS01010 A</b>	<b>Acceptance Fee</b> - The acceptance fee includes the administrative review of documents, initial set-up of the account, and other reasonably required services up to and including the closing. This is a one-time, non-refundable fee, payable at closing. Does not include legal fees.	Amount \$350.00
<b>CTS04110</b>	<b>Paying Agent / Registrar / Transfer Agent</b> - Annual fee for the standard paying agent, registrar and transfer agent services associated with the administration of the account. Administration fees are payable in advance.	Amount \$500.00

**Direct Out of Pocket Expenses.** Reimbursement of expenses associated with the performance of our duties, including but not limited to publications, legal counsel's fees and expenses after the initial closing, travel expenses, and filing fees will be billed at cost.

**Extraordinary Administration Services.** Extraordinary Administration Services ("EAS") are duties, responsibilities or activities not expected to be provided by the trustee or agent at the outset of the transaction, not routine or customary, and/or not incurred in the ordinary course of business, and may require analysis or interpretation. Billing for fees and expenses related to EAS is appropriate in instances where particular inquiries, events or developments are unexpected, even if the possibility of such circumstances could have been identified at the inception of the transaction, or as changes in law, procedures, or the cost of doing business demand. At our option, EAS may be charged on an hourly (time expended multiplied by current hourly rate), flat or special fee basis at such rates or in such amounts in effect at the time of such services, which may be modified by us in our sole and reasonable discretion from time to time. In addition, all fees and expenses incurred by the trustee or agent, in connection with the trustee's or agent's EAS and ordinary administration services and including without limitation the fees and expenses of legal counsel, financial advisors and other professionals, charges for wire transfers, checks, internal transfers and securities transactions, travel expenses, communication costs, postage (including express mail and overnight delivery charges), copying charges and the like will be payable, at cost, to the trustee or agent. EAS fees are due and payable in addition to annual or ordinary administration fees. Failure to pay for EAS owed to U.S. Bank when due may result in interest being charged on amounts owed to U.S. Bank for extraordinary administration services fees and expenses at the prevailing market rate.

**General.** Your obligation to pay under this Fee Schedule shall govern the matters described herein and shall not be superseded or modified by the terms of the governing documents, and survive any termination of the transaction or governing documents and the resignation or removal of the trustee or agent. This Fee Schedule shall be construed and interpreted in accordance with the laws of the state identified in the governing documents without giving effect to the conflict of laws principles thereof. You agree to the sole and exclusive jurisdiction of the state and federal courts of the state identified in the governing documents over any proceeding relating to or arising regarding the matters described herein. Payment of fees constitutes acceptance of the terms and conditions described herein.

Account approval is subject to review and qualification. Fees are subject to change at our discretion and upon written notice. Fees paid in advance will not be prorated. The fees set forth above and any subsequent modifications thereof are part of your agreement. Finalization of the transaction constitutes agreement to the above fee schedule, including agreement to any subsequent changes upon proper written notice. In the event your transaction is not finalized, any related out-of-pocket expenses will be billed to you directly. Absent your written instructions to sweep or otherwise invest, all sums in your account will remain uninvested and no accrued interest or other compensation will be credited to the account. Payment of fees constitutes acceptance of the terms and conditions set forth.

**IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT:**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14<sup>th</sup>, 2025

**AGENDA ITEM:** Consider approving lease agreement with TNT Construction Group at the GPZ Airport

**PREPARED BY:** Matt Wegwerth

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**BACKGROUND:**

TNT Construction has utilized the existing haul road along the west side of the GPZ airport at various times since 2009. Airport staff have been working with TNT Construction and Itasca County to come to terms on an agreement that will improve the existing haul road to appropriate design standards. By improving the roadway, TNT vehicles will be able to safely utilize the haul road, thus eliminating the current entrance to the TNT Construction pit from CR 96.

Staff recommend approving the lease agreement

**REQUESTED COUNCIL ACTION:**

Make a motion approving a lease agreement with TNT Construction Group at the GPZ Airport for use and maintenance of the haul road

## HAUL ROAD LEASE

THIS HAUL ROAD LEASE, entered into by and between TNT CONSTRUCTION GROUP, 40 County Road 63, Grand Rapids, MN 55744, and the GRAND RAPIDS - ITASCA COUNTY AIRPORT, 1500 7<sup>th</sup> Ave. SE, Grand Rapids, MN, 55744, hereby grants TNT CONSTRUCTION GROUP the right to create and use, as an access haul road, the following described land located in the County of Itasca and the State of Minnesota, under the following conditions and provisions set forth.

1. This haul road lease grants permission to create, maintain and utilize a haul road from Harris Pit to the Airport Road (7<sup>th</sup> Avenue SE), through the property described as follows:

**See Attachment "A"**

2. Access as a haul road is to be used by TNT Construction Group, The City of Grand Rapids, and The Grand Rapids-Itasca County Airport personnel.
3. This access road is to be used by TNT Construction Group for hauling equipment and materials.
4. Times of operation on haul road shall be limited to 6:30 a.m. to 8:00 p.m. daily. No use will be made of said access road outside of this period, unless approved by the City.
5. The construction of said access road shall follow existing land contours as is practical, and must be graded and maintained to provide proper drainage and safe passage of all equipment and materials while maintaining minimum impact to all surrounding areas. The provisions stated above shall be monitored and determined by the Grand Rapids Engineering Department and TNT Construction Group shall abide by all requests.
6. Said access road shall be constructed, at a minimum, of four-inch depth, twenty-four-foot-wide, class 5 aggregate surfacing with the material meeting MnDOT specifications.
7. Said access road will be maintained so that it will be dust free by either watering or by utilizing calcium chloride. If the City is required to perform any work to minimize dust due to complaints, TNT Construction Group will be billed and must pay accordingly.
8. TNT Construction Group shall be responsible for all long term maintenance of the access road, including any necessary snow plowing.
9. TNT Construction Group shall obtain and comply with all zoning ordinances required by the State and all local governments regarding the construction and use of said haul road.

- 10. TNT Construction Group will be responsible for erecting an access gate, truck hauling signs, and all other safety measures necessary. Such measures shall be monitored and determined by the Grand Rapids Engineering Department and TNT Construction Group shall abide by all requests
- 11. TNT Construction Group shall construct a 20' bench adjacent to the access road for the use as a snowmobile trail. This bench shall be graded to provide proper drainage and shall be seeded when completed.
- 12. TNT Construction Group will be responsible for the removal of trees, grading of backslope, and turf restoration adjacent to the access road.
- 13. TNT Construction Group will provide the City with a Certificate of Insurance prior to haul road creation and operation, listing the Grand Rapids - Itasca County Airport as an additional insured party. Certificate of Insurance shall meet the minimum requirements set forth by MN State Statutes. TNT Construction Group shall provide a copy of said liability insurance policy or policies for the inspection of City upon request.
- 14. Once access road is complete, TNT Construction Group shall remove the gate at the existing pit entrance from CSAH 96, remove entrance, and regrade CSAH 96 roadway ditch. In agreeing, TNT Construction Group will not utilize Airport Road from Harris Town Road to the Grand Rapids City limits.
- 15. This lease shall expire on December 31, 2030, or if any other terms of this Lease be violated by TNT Construction Group, then the City shall have the right to cancel this Lease at once, and to re-enter and take possession of said Premises immediately, and without any previous notice of intention to re-enter, under such terms and conditions as allowed by law.
- 16. Either party may terminate this Lease without cause upon at least thirty (30) days written notice to the other at anytime during its term.

\_\_\_\_\_  
TNT Construction Group, President

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date

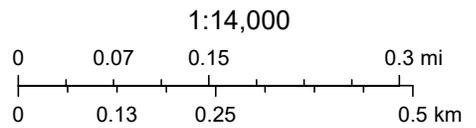
\_\_\_\_\_  
Itasca County, Board Chair

\_\_\_\_\_  
Date



Legend

 TNT Pit





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider adopting a resolution to authorize closing Capital Projects Fund-2023 Infrastructure Fund.

**PREPARED BY:** Laura Pfeifer

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### BACKGROUND:

In 2023, the City issued \$2,220,000 General Obligation Street Reconstruction Bonds, Series 2023A for the Sylvan Bay Overlays and Utilities project cost totaling \$4,231,153. Phase 1 of the project is complete and there is a fund balance remaining of approximately \$401,228. We are recommending transferring the remaining balance to the Capital Projects Fund-Permanent Improvement Revolving Fund and close the fund as of April 30, 2025.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution to authorize closing Capital Projects Fund-2023 Infrastructure Fund and transfer the balance of approximately \$401,228 to Capital Project Fund-Permanent Improvement Revolving Fund as of April 30, 2025.

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

RESOLUTION NO. 25-

A RESOLUTION CLOSING FUND 485 CAPITAL PROJECT FUND-2023 INFRASTRUCTURE BONDS AND TRANSFERRING THE REMAINING BALANCE OF APPROXIMATELY \$401,228 TO FUND 501 CAPITAL FUND-(PIR) PERMANENT IMPROVEMENT REVOLVING FUND

WHEREAS, in 2023, the City issued \$2,220,000 General Obligation Street Reconstruction Bonds for Project CP2015-1, and

WHEREAS, the final construction payment on the project was made in 2024, and

WHEREAS, there is a cash balance remaining of approximately \$401,228 in the Capital Project Fund, and

WHEREAS, the remaining funds may be used for future infrastructure projects,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer of approximately \$401,228 from Fund 485 Capital Project Fund-2023 Infrastructure Bonds to Fund 501 Capital Fund-(PIR) Permanent Revolving Fund and close Fund 485.

Adopted this 14<sup>th</sup> day of April 2025.

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

Attest:

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

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



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider rescinding appointment of a new hire and authorize Human Resources to post, interview and hire for an open position of Police Officer.

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

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### BACKGROUND:

At the August 26, 2024, City Council Meeting, the City Council appointed Sarah P. Phillips to the position of Police Officer, subject to successful completion and passing of all pre-employment conditions. After multiple requests, the City has not received a completed pre-employment background packet from Ms. Phillips, therefore, we request rescinding the appointment of Sarah P. Phillips from the position of Police Officer.

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

### REQUESTED COUNCIL ACTION:

Make a motion to rescind the appointment of Sarah P. Phillips from the position of Police Officer and authorize Human Resources to begin the process of posting, interviewing, and hiring for the open position of Police Officer.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider request to appoint a student intern at City Hall.

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

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### BACKGROUND:

Human Resources has been working with IASC Next Career Pathways Director, Scott Patrow and Grand Rapids High School Business Education Instructor Jim Scherping on a partnership. Through the Business Career Pathway program, a high school student interested in business and local government is placed at the City of Grand Rapids and is provided with hands-on learning. The student gains skills necessary to enter the workforce and they are exposed to real-life business and community-related functions within city government.

With the help of Mr. Scherping, the City has been matched with a high school senior, Ryan Martinson, as our student intern. Ryan stopped by City Hall and met with a few employees, and we feel like she will be a great student intern.

In this partnership, the student intern would typically be an unpaid position. Director Scott Patrow has generously offered to pay the student intern \$15.00 per hour from April 21, 2025, through the end of the school year. The student intern will typically work 2 hours per day, Monday through Thursday. The City of Grand Rapids will pay the wages of the student intern and will be reimbursed from IASC for payroll expenses of the student intern. There is no cost to the City for this partnership.

### REQUESTED COUNCIL ACTION:

Make a motion to appoint Ryan Martinson to the position of student intern, beginning April 21, 2025, through May 29, 2025, with a rate of pay of \$15.00 per hour for up to 8 hours per week, with payroll expenses for the student intern to be reimbursed by IASC.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider rehiring seasonal golf employees and appointing new hires at Pokegama Golf Course.

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

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**BACKGROUND:**

The following seasonal employees have expressed interest in working at Pokegama Golf Course for the 2025 season:

REHIRES

<u>Name</u>	<u>Department</u>	<u>2025 Hourly Wage</u>
Huson, Shari	Golf Shop attendant	\$17.00 per hour
Jensen, Paul	Golf Course Maintenance	\$15.50 per hour

NEW HIRES:

<u>Name</u>	<u>Department</u>	<u>2025 Hourly Wage</u>
Cournoyer, Todd	Golf Course Maintenance	\$15.00 per hour
Forneris, Steve	Golf Course Maintenance	\$15.00 per hour
Stanley, Andrew	Golf Course Maintenance	\$15.00 per hour
Varin, Lucas	Golf Course Maintenance	\$15.00 per hour
Larson, Claire	Golf Shop attendant/OSS	\$15.00 per hour
Kenowski, William	Golf Shop attendant/OSS	\$15.00 per hour
Roy, Zach	Golf Shop attendant/OSS	\$15.00 per hour

The above-mentioned rehires and hires will begin working no sooner than April 15, 2025, and end no later than November 30, 2025.

These salaries will be paid from the 2025 Pokegama Golf Course operating budget.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve rehiring and hiring the above-mentioned list of 2025 seasonal employees at Pokegama Golf Course, with the hourly rate of pay and position as listed above, and a start date to begin no sooner than April 15, 2025, and end no later than November 30, 2025.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider revisions to Pay Range for PT, Seasonal, and Temporary Employees.

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

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### BACKGROUND:

The pay range for part-time, seasonal, and temporary employees was last approved in November 2024. Additional adjustments to the pay range need to be considered for our part-time, seasonal, and temporary employees in Public Works, who fill our needs during busy times of the year. These workers are valued and important to the City.

The revised schedule increases the Maintenance I – Summer (Public Works) starting wage to \$16.00 per hour. This results in a 6.67% increase to the starting wage. The Maintenance I – Summer (Public Works) hourly wage will continue to increase by \$.50 cents each year, which is our current practice.

The revised schedule also increases the Maintenance II – Summer (Public Works) wage to \$19.00 per hour. This results in a 5.56% increase. The hourly wage for this position will increase by \$.50 cents each year, but will have a maximum, or capped, hourly wage of \$22.50.

The revised schedule is attached to this RCA. If approved, we are recommending having the revised schedule for part-time, seasonal, and temporary employees effective April 15, 2025.

These salary increases are supported in the public works 2025 budget.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve recommended changes to the Pay Range for part-time, seasonal, and temporary employees effective April 15, 2025.

# Pay Range for Part-time, Seasonal, and Temporary Employees

Item 10.

GRADE	MINIMUM								
	<b>0-1 Year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>	<b>6 years</b>	<b>7 years</b>	<b>8 years</b>	<b>Jobs Assigned to Grade</b>
<b>6</b>	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.19	\$ 23.44	\$ 24.00	\$ 24.50	\$ 25.00	Maintenance Shift Lead (Yanmar Arena)
<b>5</b>	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	Arena Attendant I (Yanmar Arena)
	<b>Flat rate</b>								<b>Jobs Assigned to Flat Rates</b>
	\$ 21.50								Maintenance -Winter (Public Works)
	\$ 18.00								Arena Attendant II (Yanmar Arena)
	\$ 25.00								Head Election Judge (Administration)
	\$ 20.00								Election Judge (Administration)
	<b>0-1 Year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>	<b>6 years</b>	<b>7 years</b>	<b>8 years</b>	
	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	\$ 19.00	\$ 19.50	Maintenance I -Summer (Public Works)
	\$ 19.00	\$ 19.50	\$ 20.00	\$ 20.50	\$ 21.00	\$ 21.50	\$ 22.00	\$ 22.50	Maintenance II-Summer (Public Works)
	\$ 16.00								Animal Control Facility Attendant (Police)
	\$ 15.00								Warming House Attendant (Recreation)
	<b>0-1 Year</b>	<b>2 years</b>	<b>3 years</b>	<b>4 years</b>	<b>5 years</b>	<b>6 years</b>	<b>7 years</b>	<b>8 years</b>	<b>Pokegama Golf Course</b>
	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	Driving Range Attendants (Golf Course)
	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	General Maintenance (Golf Course)
	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	Golf Shop Attendants I (Golf Course)
	\$ 15.00	\$ 15.50	\$ 16.00	\$ 16.50	\$ 17.00	\$ 17.50	\$ 18.00	\$ 18.50	Starter/Ranger (Golf Course)
	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00	\$ 25.00	General Maintenance II (Golf Course)
	2025 ROP = \$28.32 through \$30.16 per hour based on experience								Assistant Golf Professional



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

**REQUEST FOR COUNCIL ACTION**

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider hiring staff for Public Works for the 2025 Spring/Summer Maintenance Season.

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

**BACKGROUND:**

The Public Works Department hires part-time workers for the Spring/Summer Maintenance Season to work on all city owned property such as parks, athletic fields, rights-of-way, the Itasca Calvary Cemetery, and the Itasca County Airport. The following have expressed interest in working seasonally in Public Works for the 2025 Spring/Summer Maintenance Season:

REHIRES

<u>Name</u>	<u>Position</u>	<u>2025 Hourly Wage</u>	<u>Start Date</u>
Lewandowski, Marlon	Summer Maintenance II	\$19.50 per hour	05/05/2025
Gould, Joyce	Summer Maintenance II	\$20.50 per hour	05/05/2025
Bumgarner, Roger	Summer Maintenance II	\$19.75 per hour	05/05/2025
Holte, Michael	Summer Maintenance II	\$19.50 per hour	05/05/2025
Waller, Alan	Summer Maintenance I	\$18.00 per hour	05/05/2025
Johnson, Tyler G.	Summer Maintenance I	\$16.75 per hour	04/15/2025
Davis, Paul	Summer Maintenance I	\$16.75 per hour	05/05/2025
Pogorelc, Thomas	Summer Maintenance I	\$16.50 per hour	05/05/2025
Miller, Kodi	Summer Maintenance I	\$16.50 per hour	04/15/2025

NEW HIRES:

<u>Name</u>	<u>Position</u>	<u>2025 Hourly Wage</u>	<u>Start Date</u>
Jakala, Jayce	Summer Maintenance I	\$16.00 per hour	05/05/2025
Saville, Jadin	Summer Maintenance I	\$16.00 per hour	05/05/2025
Tanguay, Sandra	Summer Maintenance I	\$16.00 per hour	05/05/2025

The hourly wage for the above-mentioned rehires and hires reflects the revised pay range for part-time, seasonal, and temporary employees. The rehires and hires will begin working no sooner than the date listed above, and all employees mentioned above will end no later than October 11, 2025.

These salaries are supported in the 2025 Public Works operating budget.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve rehiring and hiring the above-mentioned list of 2025 seasonal employees for Public Works, with the position, starting date, and hourly wage as listed above, and an end date for all employees listed above no later than October 11, 2025.



## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider approval of Artificial Intelligence (AI) Training for City Leadership.

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

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### BACKGROUND:

As artificial intelligence (AI) technology continues to evolve rapidly, it is increasingly influencing decision-making and provides efficiency across both public and private sectors. To ensure our city remains informed, forward-thinking, and prepared to responsibly implement these tools, we are recommending AI training for our city leadership.

Understanding how AI works, along with understanding the limitations of AI, will allow our leadership to make informed decisions. AI introduces ethical issues, including privacy, bias, and transparency. Training will empower leaders to navigate these issues thoughtfully and proactively shape responsible AI usage. It is crucial that our leadership and staff understand the potential risks and unintended consequences of AI.

We are recommending approval of a 5-hour workshop focused on AI training, tailored for public sector leaders. This training will be facilitated by Mark Gill, a technology evangelist and director of the St. Cloud State University Visualization Lab. Mr. Gill teaches courses in software engineering and is passionate about AI. The city IT department is reviewing the AI workshop outline. Information and learning obtained during the AI training will also be shared with city staff. If approved, this training will be held on Tuesday, May 13, 2025, in Council Chambers from 10:00 a.m. – 3:00 p.m.

The expense of this training will be paid from all departments, city-wide.

### REQUESTED COUNCIL ACTION:

Make a motion to approve a 5-hour workshop on Artificial Intelligence (AI), facilitated by Mark Gill, as specified in the independent contractor agreement.

## INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into as of May 13, 2025, by and between:

**Client:** City of Grand Rapids, Minnesota

**Address:** 420 N Pokegama Avenue, Grand Rapids, MN 55744

and

**Contractor:** Mark Gill

**Address:** 807 Wildflower Lane, Sauk Rapids, MN, 56379

### 1. Scope of Work

Contractor agrees to deliver a five-hour workshop titled “Basic AI” to municipal workers, financial officers, and other interested employees of the City of Grand Rapids, MN, on May 13, 2025.

### 2. Compensation

Client agrees to pay Contractor a flat fee of \$1,000.00 for the workshop. Additionally, Client will reimburse Contractor for mileage expenses at the City's customary rate.

### 3. Payment Terms

Contractor will invoice Client upon completion of the workshop. Payment is due within 30 days of invoice receipt.

### 4. Independent Contractor Status

Contractor is an independent contractor and not an employee of Client. Contractor is responsible for all taxes and withholdings as required by law.

### 5. Confidentiality

Contractor agrees to keep confidential any non-public information obtained during the course of the workshop.

### 6. Termination

Either party may terminate this Agreement with written notice if the other party breaches any material term of this Agreement.

### 7. Governing Law

This Agreement shall be governed by the laws of the State of Minnesota.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

**Client:** [Authorized Representative]

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

Name:

Title:

Date:

**Contractor:**



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

Name: Mark Gill

Date: 4/11/2025



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

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider approval of Service Agreement with Heroes Rise Coffee Company for employee training.

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

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### BACKGROUND:

Heroes Rise Coffee Company (HRCC) is a first responder owned and operated company that roasts coffee for those who serve. Recently HRCC launched a specialized medical training program. Through their training program, they are able to provide CPR and AED training. They are also providing the City with optional bloodborne pathogen (BBP) awareness training for several of our employees. The training will be conducted by certified instructors and will meet the standards set forth by recognized training organizations, such as American Heart Association, Red Cross, or equivalent.

Several employees expressed interest in CPR certification or renewing their certification by taking a refresher class. We currently have 29 employees signed up for CPR/AED training, and 6 employees signed up for the optional BBP awareness training. We are excited to work with this local company by equipping our employees with lifesavings skills and knowledge through this hands-on experience.

Based on the cost outlined in the Service Agreement, the cost for the CPR/AED training without optional BBP training will cost \$85.00 per participant. We currently have 23 employees enrolled in this option, which may change. The cost for the CPR/AED and BBP awareness training will cost \$90.00 per participant. We currently have 6 employees enrolled in this option, which may change. At this time, based on current enrollment, this training will cost \$2,495.00. The attached Service Agreement has been reviewed and we are recommending approval. If approved, the training will be held at Yanmar Arena on Wednesday, April 16<sup>th</sup> beginning at 8:00 a.m.

The expense of this training will be paid from the department receiving the training, Public Works/Engineering, Yanmar Arena, IT, and Community Development, based on the number of employees signed up for the training within the department and the type of training received.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve the attached Service Agreement with Heroes Rise Coffee Company for employee training.

This Service Agreement is entered into as of April 14, 2025, by and between Heroes Rise Coffee Company, a business operating in the State of Minnesota, and the City of Grand Rapids, a municipal entity organized under the laws of the State of Minnesota.

## **1. Scope of Services**

Heroes Rise Coffee Company agrees to provide CPR, First Aid, and Bloodborne Pathogen (BBP) training to designated employees of the City of Grand Rapids. Training will be conducted by certified instructors and will meet the standards set forth by recognized training organizations (e.g., American Heart Association, Red Cross, or equivalent).

## **2. Training Details**

- Each session will include:
  - Adult, Child, and Infant CPR
  - AED (Automated External Defibrillator) training
  - Optional: Bloodborne Pathogen (BBP) Awareness Training

## **3. Cost and Payment Terms**

- CPR Training: \$80.00 per participant
- Certification Card: \$5.00 per participant
- Total (without BBP): \$85.00 per participant
- Total (with BBP): \$90.00 per participant

An invoice will be issued upon completion of each training session. Payment is due within 30 days of the invoice date unless otherwise agreed in writing.

#### **4. Scheduling and Locations**

Training sessions will be scheduled by mutual agreement between Heroes Rise Coffee Company and the City of Grand Rapids. Training may take place at city facilities or another mutually agreed-upon location.

#### **5. Cancellation and Rescheduling**

Either party may cancel or reschedule a training session with at least 48 hours' notice. Cancellations made within 48 hours may be subject to a cancellation fee of \$100.00.

#### **6. Certification**

Upon successful completion of training, participants will receive a certification card valid for two (2) years.

#### **7. Indemnification**

Heroes Rise Coffee Company agrees to indemnify and hold harmless the City of Grand Rapids from any claims, damages, or liabilities arising from the delivery of training services, except in cases of negligence or misconduct by the City.

#### **8. Term and Termination**

This agreement shall be effective as of the date above and remain in effect until terminated by either party with 30 days' written notice.

#### **9. Entire Agreement**

This Agreement constitutes the entire understanding between the parties and supersedes any prior discussions or agreements, whether oral or written.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above.

Heroes Rise Coffee Company

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

Name:

Title:

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

City of Grand Rapids

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

Name: Tasha Connelly

Title: City of Grand Rapids Mayor

Date: April 14, 2025



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Adopt a resolution approving LG 214 Premises Permit for Grand Rapids Amateur Hockey Association.

**PREPARED BY:** Kimberly Gibeau

---

### **BACKGROUND:**

GRAHA has submitted an application for a premises permit for off-site gambling at The Tied LLC at 210 N. Pokegama Avenue, Grand Rapids and is requesting the City Council adopt a Resolution authorizing the permit.

### **REQUESTED COUNCIL ACTION:**

Make a motion to adopt a resolution approving LG 214 Premises Permit Application to Conduct Off-Site Gambling for GRAHA.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION 25 -

**RESOLUTION APPROVING GRAND RAPIDS AMATEUR HOCKEY ASSOCIATION (GRAHA) LG 214 PREMISES PERMIT**

WHEREAS, the Grand Rapids Amateur Hockey Association has presented the City Council of Grand Rapids an application for a premises permit for off-site gambling at the The Tied LLC, 210 N. Pokegama Avenue, Grand Rapids, MN; and

WHEREAS, the Gambling Control Board may not issue a Premises Permit for off-site gambling permit without City Council approval.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids approved the LG214 Application for Premises Permit to allow Off-Site Gambling for the Grand Rapids Amateur Hockey Association at 210 N. Pokegama Avenue, Grand Rapids, Minnesota.

Adopted by the council this 14<sup>th</sup> day of April, 2025.

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

ATTEST:

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

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



CITY OF  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider various agreements related to Rockfest and Riverfest.

**PREPARED BY:** Tom Pagel

---

### **BACKGROUND:**

The City has partnered with KOZY/KMFY and KAXE on Rapids Rockfest and Grand Rapids Riverfest respectively. Attached are various agreements related to both events.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve agreements with KAXE, Blandin Paper, Blandin Foundation, and Rennix, related to Rapids Rockfest and Grand Rapids Riverfest.

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 Grand Rapids Riverfest (Event) on September 6<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, September 5, 2025, through Sunday, September 7, 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, September 7, 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, 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 PAPER COMPANY, LESSOR

CITY OF GRAND RAPIDS, LESSEE

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

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

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

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

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

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

## AGREEMENT

This Agreement is between the City of Grand Rapids (“City”) and Northern Community Radio (“KAXE”), to create and manage a music festival (“Event”) on Block 19 in Grand Rapids, Minnesota.

WHEREAS, COVID-19 has negatively impacted the community’s tourism, non-profit, and entertainment industries like hotels, restaurants, small businesses; and

WHEREAS, The City and KAXE, desire to create and manage a music festival on the second weekend of September that will positively impact the community’s tourism, non-profit, and entertainment industries;

NOW, THEREFORE, in exchange for the promises and other consideration set forth below, the parties agree as follows:

1. Scope of Work.
  - a. The name of the Event is “Grand Rapids Riverfest”.
  - b. The Event shall occur September 6, 2024.
  - c. The Event shall be held at the Grand Rapids Area Library.
  
2. Responsibilities
  - a. The City shall provide the following items at no-cost to KAXE:
    - i. Provide the venue.
    - ii. Provide security.
    - iii. Provide temporary traffic control.
    - iv. Create temporary fencing around the venue.
    - v. Provide tables and chairs.
    - vi. Provide portable toilets to accommodate up to 2,500 people.
    - vii. Provide garbage/refuse.
    - viii. Allow a banner on City Hall.
    - ix. Provide the necessary tents.
    - x. Assist KAXE by sharing promotional information on the City social media platform.
    - xi. Shall provide insurance for the Event.
    - xii. The City shall allow for an Event variance of City Ordinance 42-81, specifically allowing the consumption of edible cannabis products, and lower-potency hemp edibles and hemp-derived consumer products, as defined by Minn. Stat. Section 342.01. This City does not authorize the smoking or vaping of said products.
    - xiii. The City allows music to be performed until 11:00 pm.
  - b. KAXE shall provide the following items at no-cost to City:
    - i. Act as the fiscal agent and manage tickets sales for the Event.
    - ii. Secure all required music equipment, including the stage.
    - iii. Provide staffing and volunteers to operate the Event.
    - iv. Utilize the promotional platforms available to promote the Event.
    - v. Seek grants that will assist in funding the Event.
    - vi. Secure/negotiate contracts for the headliner and a minimum of three opening acts for the Event.

vii. Compensate the Library up to \$4,000 for cleaning carpets.

3. Financials

a. The City shall:

i. Not receive any proceeds for the Event.

b. KAXE shall:

i. Receive 95% of proceeds greater than expenses for the Event.

ii. Shall contribute 5% of proceeds greater than expenses for the Event to the Grand Rapids Area Library Foundation.

4. Hold harmless

a. The City and KAXE, agree to hold the City of Grand Rapids, its officers, agents, employees, successors and assigns, harmless and to indemnify them against any and all claims or liability for any claims, actions, causes of action, suits, or demands of any sort for damages on account of personal injuries related to or arising out of the use of the premises by the above-named parties or any of its agents, employees, officers, or independent contractors.

b. The City and KAXE, must maintain Worker Compensation Policies covering all of their employees, and will ensure that subcontractors, and all other personnel who are involved in the installation, operation and or maintenance of the equipment provided by the Producer do as well. Volunteers are exempt from this agreement.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth below.

**City of Grand Rapids:**

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

Name: Tasha Connelly, Mayor

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

Name: Kim Gibeau, City Clerk

**Northern Community Radio:**

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

Name: Sarah Bignall, GM

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 blue 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: \_\_\_\_\_

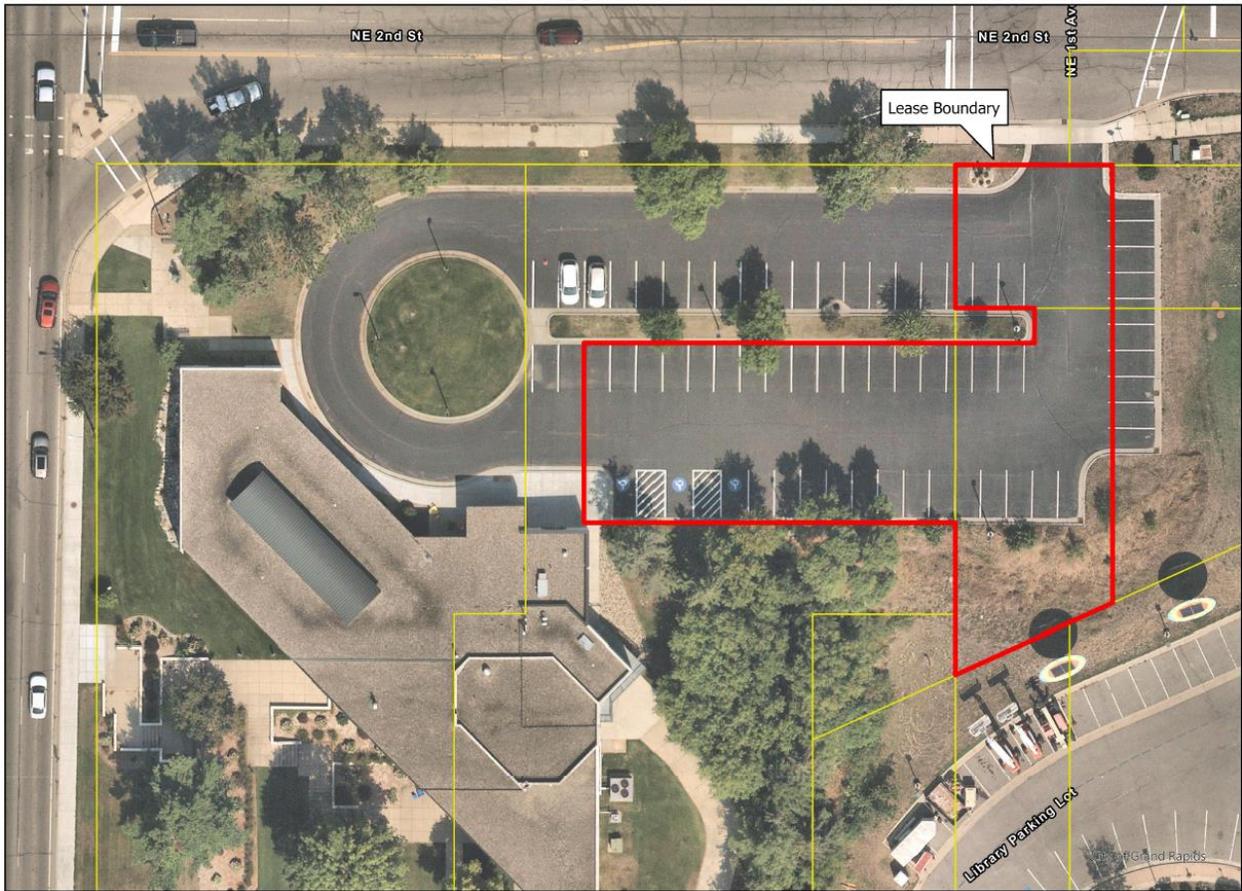
By: \_\_\_\_\_

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

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

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

# Appendix A



PARKING LOT LEASE

This Lease Agreement (Lease) is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025, by and between Northbank Professional Bldg. Inc. (Lessor) and the City of Grand Rapids (Lessee) as follows:

1. The Lessee is hosting Rapids Rockfest (Event) on July 19, 2025, and Grand Rapids Riverfest (Event) on September 6, 2025, and has a need to utilize the parking lot at the following location:
  - a. North 1/2 of Block 20 and the North 115 feet of vacated 2<sup>nd</sup> Avenue E lying south of 3<sup>rd</sup> Street E, of the plat of Town of Grand Rapids; and
2. Lessor shall lease said Lot to Lessee from 5:00 pm, Friday, July 18, 2025, through Sunday, July, 20, 2025 and from 5:00 pm, Friday, September 5, 2025, through Sunday, September 7, 2025.
3. In exchange for use of the Lots Lessee shall:
  - a. Sweep the Lot on Sundays after both Events.
  - 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 midnight, 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.

NORTHBANK PROF. BLDG. INC., LESSOR

CITY OF GRAND RAPIDS, LESSEE

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

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

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

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

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

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



e



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider approving quote/agreement from Axon for new City Prosecutor account.

**PREPARED BY:** Captain Jeremy Nelson

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### **BACKGROUND:**

With Aaron Michels starting as the new city prosecutor, we need to set up an account through Axon to create a City Prosecutor account. This allows us to share body worn camera, squad camera, recorded statements, and other evidence that is needed for prosecution purposes directly with him. Axon offers this service for prosecutors at no cost.

Previously, Dimich Law had set up their own account through Axon that allowed us to share this evidence.

Axon recommended that the Grand Rapids Police Department set up and manage the account for the City Prosecutor going forward, as it makes managing staff changes more efficient.

Due to Mr. Michels taking over prosecutions on April 15, 2025 and the Council meeting being on April 14<sup>th</sup>, City Administrator Pagel signed the quote/agreement, so that it could be set up and in place with Mr. Michels takes over.

Again there is no cost associated with this quote/agreement.

### **REQUESTED COUNCIL ACTION:**

Make a motion accepting the approving quote/agreement from Axon for new City Prosecutor account.



**Axon Enterprise, Inc.**  
 17800 N 85th St.  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic: (800) 978-2737  
 International: +1.800.978.2737

**Q-685538-45751.551KD**  
 Issued: 04/04/2025  
 Quote Expiration:   
 Estimated Contract Start Date: 04/09/2025  
 Account Number: 589849  
 Payment Terms: N30  
 Delivery Method:

SHIP TO	BILL TO
Grand Rapids (MN) City Prosecutor 420 N Pokegama Ave Grand Rapids, MN 55744-2658 USA	Grand Rapids (MN) City Prosecutor 420 N Pokegama Ave Grand Rapids MN 55744-2658 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Kai Dingman Phone: Email: kdingman@axon.com Fax:	Jeremy Nelson Phone: Email: jnelson@grandrapidsmn.gov Fax:

**Quote Summary**

Program Length	12 Months
<b>TOTAL COST</b>	\$0.00
<b>ESTIMATED TOTAL W/ TAX</b>	\$0.00

**Discount Summary**

Average Savings Per Year	\$1,440.00
<b>TOTAL SAVINGS</b>	\$1,440.00

**Payment Summary**

Date	Subtotal	Tax	Total
Total	0	0	0

Quote Unbundled Price: \$1,440.00  
 Quote List Price: \$1,440.00  
 Quote Subtotal: \$0.00

**Pricing**

*All deliverables are detailed in Delivery Schedules section lower in proposal*

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>A la Carte Software</b>									
73840	AXON EVIDENCE - ECOM LICENSE - BASIC	2	12		\$15.00	\$0.00	\$0.00	\$0.00	\$0.00
73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	12		\$45.00	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total</b>							<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

**Delivery Schedule**

**Software**

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	04/03/2025	04/02/2026
A la Carte	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	2	04/03/2025	04/02/2026

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	420 N Pokegama Ave	Grand Rapids	MN	55744-2658	USA

Payment Details

Apr 2025						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 1	73746	AXON EVIDENCE - ECOM LICENSE - PRO	2	\$0.00	\$0.00	\$0.00
Year 1	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	2	\$0.00	\$0.00	\$0.00
<b>Total</b>				<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

### Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

*Tom Pappalardo*

Signature *Tom Pappalardo*  
CITY ADMINISTRATION

4/4/2025

*4/4/25*

Date Signed





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14<sup>th</sup>, 2025

**AGENDA ITEM:** Consider approving an agreement with SEH for the Taxiway A (North) Reconstruction – Phase 2 Design Project

**PREPARED BY:** Matt Wegwerth

---

**BACKGROUND:**

The project includes the design of Taxiway A (North) – Phase 2. The attached proposal covers final design, plans/specifications, bidding and project management.

The project will be funded on a 95% Federal, 2.5% State and 2.5% Local share and is a budgeted project for 2025. Cost share is shown below

FAA (95%) – \$159,410

State (2.5%) – \$4,195

Local (2.5%) - \$4,195 (split 50/50 with County)

An independent fee evaluation, was completed, which is also attached.

**REQUESTED COUNCIL ACTION:**

Make a motion approving an agreement with SEH for the Taxiway A (North) Reconstruction – Phase 2 Design Project in the estimated amount of \$167,800.00

ARCHITECT/ENGINEER AGREEMENT  
Between

City of Grand Rapids, Minnesota  
\_\_\_\_\_  
(OWNER)

and

Short Elliott Hendrickson Inc.  
\_\_\_\_\_  
(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the City of Grand Rapids, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Grand Rapids/Itasca County Airport, entitled:

2025 Taxiway A (North) Reconstruction – Phase 2 Design

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A1 and A2, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT’S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT’S services through completion. In this regard, if the services covered by this Agreement have not been completed within 12 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

## ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B1 and B2 and as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B1 and B2.

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:

- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B1 and B2. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
- b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B1 and B2.
- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
  - 1) Travel and subsistence.
  - 2) Computer services.
  - 3) Outside professional and technical services.
  - 4) Identifiable reproduction and reprographic charges.
  - 5) Expendable field supplies and special field equipment rental.
  - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B1 and B2. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.
- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

#### ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

#### ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

#### ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

#### ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

#### ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

#### ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
  - 1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.

2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A1 and A2), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A1 and A2.
4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.

If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A1 and A2, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.
9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A1 and A2) as OWNER may require to ascertain that Contractor (s) are complying with any

law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.

11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
  12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
  13. Provide other services, materials, or data as may be set forth in ATTACHMENT A1 and A2.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

#### ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A1 and A2, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgement as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

#### ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

#### ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which

CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.

ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.

ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.  
3535 Vadnais Center Drive  
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

Matt Wegwerth  
Public Works Director/City Engineer  
420 North Pokegama Ave.  
Grand Rapids, MN 55744

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

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

**City of Grand Rapids, MN**  
\_\_\_\_\_  
OWNER

**Short Elliott Hendrickson Inc.**  
\_\_\_\_\_  
CONSULTANT

By \_\_\_\_\_

By  \_\_\_\_\_

Attest \_\_\_\_\_

Attachments: A, B, C

# ATTACHMENT A

## Grand Rapids – Itasca County Airport (GPZ)

### Taxiway A (North) Reconstruction Phase 2– Design Scope of Work

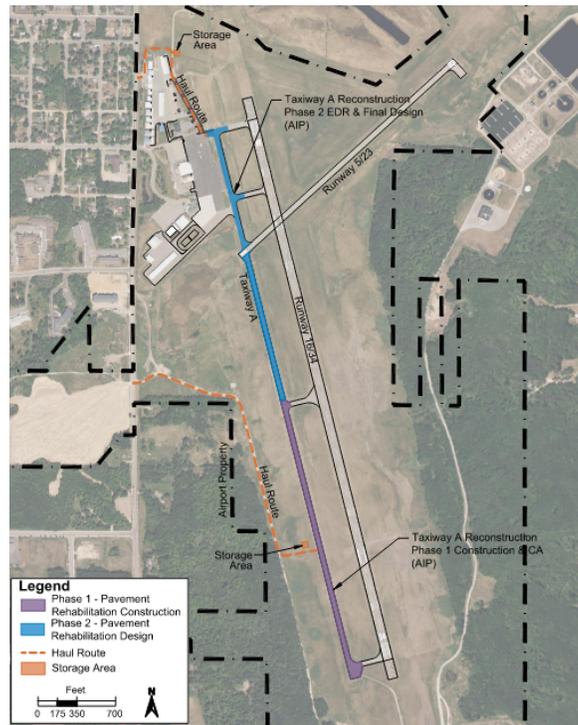
(Engineer’s Design Report, Final Design, Plans and Specifications, Bidding, and Closeout)

General – The existing taxiway is at the end of its useful life and the 2025 project will consist of the design for the reconstruction of the north end of the taxiway, with bidding proposed in 2026 and construction proposed to occur in 2027. A planning study was conducted on the north half of the taxiway to evaluate current design standards, specifically direct access from the apron at Taxiway A1 and the intersection of Taxiway A and Runway 5/23, the outcome of this study will be incorporated into the design.

The 2022 PCI for Parallel Taxiway A ranges from 61 to 50. The proposed project would consist of removing the existing bituminous pavement, removing non-suitable aggregate base material, evaluating and repairing subsurface failure, making necessary grade adjustments, and installing new aggregate base and bituminous pavement. The installation of drain tile is anticipated along the taxiway edges. New LED taxiway edge lighting, including base cans, conduit, wire, and airfield guidance signs will also be included.

The width of the parallel taxiway is being evaluated by the FAA and eligibility of the pavement will be determined during the design process. It is anticipated that the pavement width will be reduced from 50’ wide to 35’ wide, with fillets constructed at the intersections.

Proposed project limits are included in **Figure 1**.



This work scope includes the engineer's design report, final design, plans and specifications development, bidding, contract award, and Federal closeout report. (construction observation and administration, and construction closeout are excluded.)

The project schedule includes designing throughout 2025 and bidding in Spring 2026.

**Project Deliverables** – The project deliverables of this scope include the following:

1. Project formulation
2. Engineer's Design Report for North Taxiway A Reconstruction and environmental review
3. Plan drawings for Taxiway A North Reconstruction
4. Construction bidding documents for Taxiway A North Reconstruction
5. FAA construction plans and specifications review
6. Bidding and Contract Award for Taxiway A North Reconstruction
7. Project management
8. Federal project closeout.

**This work scope includes:**

**Work Element 1: Project Formulation**

**Task 1.1 – Scoping, Review, and Coordination** – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the City of Grand Rapids and the Grand Rapids-Itasca County Airport (GPZ) (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and objectives. The scoping effort includes five (5) meetings and meeting preparation effort to determine approved FAA alignment. Each meeting will anticipate 4 hours for the meeting and meeting prep and attended by a Principal, Project Manager, and Project Engineer or Planner. The scope of work will be presented to FAA and MnDOT Office of Aeronautics for review and will be updated based on input received.

**Task 1.2 – Project Formulation** – SEH will complete the project and grant pre-application documentation, environmental review submittals, cost breakdowns and eligibility determinations for the approved scope of work.

**Work Element 2: Engineer's Design Report**

**Task 2.1 – General Scope of Work** – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, project justification, and historical background on the proposed project.

**Task 2.2 – Photographs** – SEH will coordinate with GPZ staff to capture photographs of representative areas of existing site conditions of the pavement. The photographs will be included within the report.

**Task 2.3 – Applicable AIP Standards** – All applicable AIP standards will be referenced in the report by FAA Advisory Circulars. Specific values for design standards as required for Taxiway A will be displayed in table format for airplane design group, approach category, runway and taxiway safety area and object free area dimensions, geometric values and surface gradients.

**Task 2.4 – Airport Operational Safety Considerations** – SEH will develop a preliminary Construction Safety and Phasing Plan (CSPP) to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated

impacts to airport users. All airport facilities, including approach procedures and navigational aids, will be evaluated for potential impacts due to construction.

**Task 2.5 - Pavement Design** – SEH will utilize the geotechnical evaluation and report, including pavement cores and soil borings to evaluate the current pavement condition and underlying soils. The resulting pavement evaluation and identification of soil characteristics will be used with the fleet mix to develop a proposed pavement design thickness and alternatives.

In addition, the master plan identified the design aircraft for pavement design. GPZ will provide operations data for historical operations and will facilitate discussions with airport tenants and users pertaining to projected future operations.

**Task 2.6 – Drainage Design** – SEH will evaluate the existing drainage and subsurface drainage systems. Exploration of the drainage area and stormwater runoff calculations will be determined to confirm current drainage and stormwater treatment features. Design of pavement edge drains will be included.

**Task 2.7 – Airfield Lighting and Signage** – Design of Airfield lighting will be included in the report. Lighting to be included is LED taxiway edge lighting and airfield signage.

**Task 2.8 – Navigational Aids** – NAVAIDs will not be included in the taxiway project.

**Task 2.9 – Pavement Marking** – SEH will develop a preliminary pavement marking plan and details to be included as part of the report.

**Task 2.10 – Environmental Considerations** – SEH will complete a request for environmental Categorical Exclusion (CATEX) for the Taxiway A project. It is assumed a documented CATEX will be required. SEH will also identify necessary permits, including but not limited to NPDES and developing a Stormwater Pollution Prevention Plan (SWPPP) in concert with preliminary erosion control plans. No field work will be completed with this portion of the project.

**Task 2.11 – Existing Utilities** – SEH will develop a drawing that identifies and delineates existing underground utilities in and adjacent to the area of Taxiway A.

**Task 2.12 – Miscellaneous Work Items** – SEH will provide a narrative to address other work components of the project, such as turf establishment, site access, and other related work items.

**Task 2.13 – Life Cycle Cost Analysis** – A Life Cycle Cost Analysis will not be included with this project.

**Task 2.14 – Modification to AIP Design Standards** – No modifications to design standards are anticipated, but this task will explore all preliminary design to confirm that no modifications to design standards will be requested.

**Task 2.15 – AIP Non-eligible Work Items** – Any potential non-eligible work items will be identified. If non-eligible work items are identified, the process for separating these work components from eligible components will be addressed.

**Task 2.16 – Disadvantaged Business Enterprise (DBE)** – The current status of the Sponsor's DBE program will be established, together with project goals for the Taxiway A Reconstruction project.

**Task 2.17 – Project Schedule** – SEH will develop a schedule and associated chart to identify the project schedule specific to the Taxiway A Reconstruction, and milestones during the design and bidding process.

**Task 2.18 – Engineer’s Estimate of Probable Cost** – SEH to provide an itemized summary of the engineer’s estimate of probable construction costs. Any ineligible work components will be called out separately.

**Task 2.19 – Preliminary Project Budget** – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and prorations will also be included.

### **Work Element 3: Plan Drawings for Taxiway A North Reconstruction**

Final design and plan drawings for Taxiway A (North), will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in the development of the plan set. Other applicable ACs, FAA Orders, Regulations and Policy Memorandums will be used as needed. Specific tasks included with this work element include:

**Task 3.1 – Environmental Coordination and Permits** – SEH will refine the draft Stormwater Pollution Prevention Plan (SWPPP) and erosion control plans completed as part of the Engineer’s Design Report. Additionally, the scope of work includes completion and/or coordination of the following permits:

- MPCA NPDES permit application

#### **Task 3.2 – Survey**

**Task 3.2.1 Topographic Survey** - SEH completed a comprehensive field survey of topography for the full length of Taxiway A as well as tie-in information for the adjacent taxiway connectors and ditch networks during the Phase 1 design. Additional survey efforts are anticipated for Phase 2 to obtain more information, one day of surveying is expected for the additional data collection.

**Task 3.3 – Construction Safety and Phasing Plan Development** – SEH will refine and update the preliminary Construction Safety and Phasing Plan (CSPP) that was developed as part of the Engineer’s Design Report. SEH will meet with GPZ staff, airfield tenants and users to evaluate potential risks and determine appropriate mitigation tactics. The preliminary CSPP will be enhanced to determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A final CSPP will be uploaded to OE/AAA for FAA airspace review.

**Task 3.4 – Detailed Final Design** – Detailed final design to include establishment of final plan/profile, grading analysis, final pavement design, electrical design, surface and subsurface drainage design, including drain tile and other related project elements.

**Task 3.5 – Construction Plan Sheets** – Specific plan sheets to be developed and included in the plan set are as follows:

- Title Sheet
- Construction Safety Plan
- Construction Phasing Plan
- Statement of Estimated Quantities
- Details and Construction Notes
- Utility Locations Plan
- Typical Section(s)
- Removal Plan
- Erosion Control Plan and Details

- Topography and Drainage Design
- Alignment Plan
- Pavement Marking Plan and Details
- Standard Plates
- Electrical Layout and Details, including taxiway edge lighting and signage

**Task 3.6 – Quality Control Site Visit** – SEH will conduct a quality control site visit during final design to verify base maps, utility locations, light locations, grades, and other relevant site features to ensure conformance to bidding documents.

#### **Work Element 4: Construction Bidding Documents for Taxiway A North Reconstruction**

Elements of the Construction Bidding Documents will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

**Task 4.1 – Construction Bidding Documents** – A bid proposal project manual will be prepared that will consist of a table of contents, advertisement for bids, proposal documents, schedule of prices, State and Federal requirements, wage rates, technical specifications, and special provisions.

**Task 4.2 – Construction Management Plan** – A Construction Management Plan (CMP) and reporting program will be prepared per FAA guidelines and requirements.

#### **Work Element 5: FAA Construction Plans and Specifications Full Review**

**Task 5.1 – FAA Coordination** – SEH will coordinate with the FAA on submitting a 90% complete set of construction plans and specifications for FAA review.

**Task 5.2 – Completion of Appendix 3, “Full Review Guide”** – SEH will complete Appendix 3 “Construction Plans and Specifications “Full Review Guide” and submit the document with the 90% plans and specifications

**Task 5.3 – Review and Address FAA Comments** – SEH will review and address all FAA comments on the plans and specifications and develop documentation to track any comments received and how those comments were addressed.

#### **Work Element 6: Bidding and Award**

This task includes publishing the bidding documents, obtaining bids, and providing a recommendation for the award of the project.

**Task 6.1 – Bidding** –This task includes responding to questions from perspective bidders and issuing addenda as needed. Assisting the sponsor with obtaining construction bids for the project, including arranging for bid advertisement, attending bid opening and tabulating bid results.

**Task 6.2 – Award** –This task includes providing a recommendation of award of contractor to the Sponsor and assisting with requesting an FAA and State grant for the project.

### **Work Element 7: Project Management**

This task includes the overall project management of Work Elements 1 through 7 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

**Task 7.1 – Design Team Meetings** –This task includes weekly meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members. It is anticipated to have 8 meetings for one hour each.

**Task 7.2 – Agency Meetings** –This task includes meetings by the design team, MnDOT Office of Aeronautics, FAA ADO, GPZ staff, and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items. It is anticipated to have 2 meetings for three hours each.

**Task 7.3 – Public Involvement Meetings and Notifications** – This task includes specific meetings with airfield businesses, airfield tenants, terminal tenants, City meetings, and other critical stakeholders to provide updates on the status of the project and address any issues or concerns. This task also includes coordination with MnDOT regarding the project schedule, any impacts to MnDOT owned equipment, and other coordination items. Project mailing and notifications will be sent out to the stakeholders.

**Task 7.4 – Overall Project Management** –This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, subconsultant oversight, progress reports, budget updates and monthly invoices.

### **Work Element 8: Closeout Report**

**Task 8.1 – Federal Closeout Report** – The Consultant will prepare a “Project Closeout Report” as required by the FAA and using “Sponsors Guide to Quality Project Closeout Report Requirements” (FAA Publication). This effort will be specific for the design portion of the project.

### **Expenses:**

1. BARR Engineering Electrical and circuitry design will be performed by Barr Engineering, of Minneapolis, Minnesota.

**ATTACHMENT B  
ESTIMATED FEES AND EXPENSES  
TAXIWAY A (NORTH) RECONSTRUCTION PHASE 2 - DESIGN  
GRAND RAPIDS-ITASCA COUNTY AIRPORT (GPZ)  
GRAND RAPIDS, MINNESOTA**

Task No.	Task Description	Project Manager	Project Engineer	Aviation Planner	Senior Technician	Survey Crew Chief	Instrument Operator	Environmental Scientist	Admin Technician
<b>Project Formulation</b>									
1.1	Scoping, Review, and Coordination	10	10	4					8
1.2	Project Formulation	4	8	4					2
<b>Engineer's Design Report</b>									
2.1	General Scope of Work	1	2						
2.2	Photographs		2						
2.3	Applicable AIP Standards	1	2	1					
2.4	Airport Operational Safety Considerations	1	2		2				
2.5	Pavement Design	1	2						
2.6	Drainage Design	1	10		2				
2.7	Airfield Lighting and Signage	1	8		2				
2.8	Navigational Aids								
2.9	Pavement Marking	1	2		2				
2.10	Environmental Considerations	1	2	2			4		
2.11	Existing Utilities	1	2		2				
2.12	Miscellaneous Work Items	1	2						
2.13	Life Cycle Cost Analysis	1	4						
2.14	Modification to AIP Design Standards	1	2						
2.15	AIP Non-eligible Work Items	1	2						
2.16	Disadvantaged Business Enterprise (DBE)		16						2
2.17	Project Schedule	4	4	2					
2.18	Engineer's Estimate of Probable Cost	4	8						
2.19	Preliminary Project Budget	4	4						
<b>Plan Drawings for Taxiway A South Reconstruction</b>									
3.1	Environmental Coordination and Permits	4	8	5				8	
	<i>MPCA NPDES/SWPPP Permit</i>		16		4				
3.2	Survey	2	8	4				8	
3.2.1	Topographic Survey		5		6	8	8		
3.3	Construction Safety and Phasing Plan Development	4	16	4	10				
3.4	Detailed Final Design	4	40		40				
3.5	Construction Plan Sheets								
	<i>Title Sheet</i>				2				
	<i>Construction Safety Plan</i>	1	1		2				
	<i>Construction Phasing Plans</i>	2	2		2				
	<i>Statement of Estimated Quantities</i>	1	4		2				
	<i>Details and Construction Notes</i>	1	2		2				
	<i>Utility Locations Plan</i>		2		2				
	<i>Typical Section(s)</i>	1	2		2				
	<i>Removal Plan</i>	1	2		2				
	<i>Erosion Control Plan and Details</i>	1	4		2				
	<i>Topography and Drainage Drawings</i>	4	20		10				
	<i>Alignment Plan</i>		2		2				
	<i>Pavement Marking Plan and Details</i>	1	4		4				
	<i>Standard Plates</i>		2		2				
	<i>Electrical Layout and Details</i>	4	20		8				
3.6	Quality Control Site Visit	12	12						
<b>Construction Bidding Documents for Taxiway A South Reconstruction</b>									
4.1	Construction Bidding Documents	10	20						8
4.2	Construction Management Plan (CMP)	4	8						
<b>FAA Construction Plans and Specifications Full Review</b>									
5.1	FAA Coordination	8	8	4					
5.2	Completion of Appendix 3	0	4						
5.3	Review and Address FAA Comments	4	8		10				
<b>Bidding and Award</b>									
6.1	Bidding	8	8	2	4				4
6.2	Award	6	5	2	2				4
<b>Project Management</b>									
7.1	Design Team Meetings	8	8	4	8				4
7.2	Agency Meetings	8	6	2	2				
7.3	Public Involvement Meetings and Notifications	8	8	4	5				
7.4	Overall Project Management	30	8	4					4
<b>Closeout Report</b>									
8.1	Federal Closeout Report	4	8	2					4
	<b>Total hours per labor category</b>	<b>180</b>	<b>365</b>	<b>50</b>	<b>145</b>	<b>8</b>	<b>8</b>	<b>20</b>	<b>40</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Project Manager	180	\$85.47	\$15,384.60
Project Engineer	365	\$51.02	\$18,622.12
Aviation Planner	50	\$41.06	\$2,052.75
Senior Technician	145	\$50.54	\$7,327.79
Survey Crew Chief	8	\$45.02	\$360.19
Instrument Operator	8	\$45.02	\$360.19
Environmental Scientist	20	\$39.30	\$786.03
Admin Technician	40	\$37.21	\$1,488.48
<b>Total Direct Labor Costs:</b>	<b>816</b>		<b>\$46,382.15</b>
<b>Direct Salary Costs plus Overhead</b>			<b>\$88,627.02</b>
<b>Total Labor Costs</b>			<b>\$135,009.17</b>

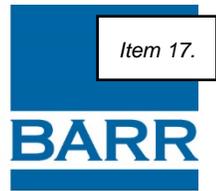
<b>Fixed Fee on Labor Costs (15%)</b>			<b>\$20,251.38</b>
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**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
BARR Electrical Engineering	1	\$4,500.00	\$4,500.00
Computer Charge	816	\$6.00	\$4,896.00
Survey Equipment (Total Station)	8	\$45.00	\$360.00
Survey Equipment (GPS)	8	\$45.00	\$360.00
Survey Van	8	\$7.00	\$56.00
Employee Mileage	2000	\$0.70	\$1,400.00
Reproductions / Miscellaneous	1	\$1,000.00	\$1,000.00
<b>Total Expenses</b>			<b>\$12,572.00</b>

**SUMMARY:**

<b>Total Labor Costs + Expenses + Fixed Fee</b>	<b>\$167,832.55</b>
<b>Estimated Total</b>	<b>\$167,800.00</b>



April 7, 2025

Ms. Lindsay Reidt, PE  
**SHORT, ELLIOTT, HENDRICKSON, INC.**  
 3535 Vadnais Center Drive  
 St. Paul, Minnesota 55110

**RE: GRAND RAPIDS, MN AIRPORT (GPZ) – TAXIWAY A EDGE LIGHTS, PHASE 2  
 PROPOSAL FOR ELECTRICAL ENGINEERING SERVICES**

Dear Lindsay:

Thank you for contacting us regarding electrical engineering services for design of the Grand Rapids, MN Airport (GPZ) Taxiway A Edge Lighting project – Phase 2, which will include installation of new LED MITL's. We are providing this letter to outline our understanding of the project, our proposed scope of services, and our proposed fees for the design and bid phase of the project.

**PROJECT DESCRIPTION**

We understand that the Grand Rapids Airport will undertake a project to provide new LED MITL edge lights on Taxiway A in two phases. This proposal is for the design for Phase 2. The proposal for Phase 1 of the design was provided on March 18, 2024.

We have provided design projects on past projects at GPZ, and therefore we do not anticipate the need for a design-phase site verification visit. From photos and records that we have, it appears that the existing regulators are from 2008 and therefore we will plan to show replacement of the existing Taxiway A regulator. However, the existing L-854 control system appears to be in accordance with MNDOT Office of Aeronautics standards and therefore we plan to keep that in place as presently installed.

This proposal is intended to outline our scope of service pertaining to design and bid phase activities. However, we are not including construction phase services in this proposal. Such services may be provided in a separate, future proposal.

**SCOPE OF SERVICES**

In support of your efforts, Barr proposes to provide the following subconsultant services to Short, Elliott, Hendrickson (SEH):

1. Provide electrical design and circuiting redlines for SEH to incorporate on the AutoCAD drawing of the airfield plan, as has been our usual method on similar past projects.
2. Provide electrical design redlines for detail sheets for SEH to incorporate in their AutoCAD drawings, as has been our usual method for airfield related details.
3. Provide electrical vault plan and electrical schematic sheets (one each, total of 2 sheets) produced by Barr in AutoCAD format.
4. Provide technical specifications for the electrical work.
5. Bid-phase assistance including addressing questions which may arise from bidders and addenda items as necessary.
6. As mentioned above construction phase services are not included in the scope of this proposal.

**PROPOSED FEE**

Barr Engineering proposes to provide the outlined scope of services to SEH for a lump sum fee of \$4,500.

Services are billed monthly according to the work complete.

Thank you for the opportunity to present this proposal. We look forward to working with you on this project.

Sincerely,

**BARR ENGINEERING CO.**



Mark E. Ziemer, P.E.

Senior Electrical Engineer

## ATTACHMENT C

### ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the sponsor, the Federal Aviation Administration, and the Comptroller General of the United States or any of their duly authorized representatives, access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

### BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the consultant or its subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Consultant until such time the Consultant corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

### GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Contractor agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

#### **Title VI Solicitation Notice:**

The **Sponsor**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, [select businesses, or disadvantaged business enterprises or airport concession disadvantaged business enterprises] will be afforded full and fair opportunity to submit bids in response to this invitation and no businesses will be discriminated against on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in consideration for an award.

#### **Title VI List of Pertinent Nondiscrimination Acts and Authorities**

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);

49 CFR part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);

The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);

Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);

The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age); Airport and Airway Improvement Act of 1982 (49 USC § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);

The Civil Rights Restoration Act of 1987 (PL 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);

Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;

The Federal Aviation Administration’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);

Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);

Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [70 Fed. Reg. 74087 (2005)];

Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC § 1681, *et seq.*).

### **Compliance with Nondiscrimination Requirements**

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor’s obligations under this contract and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation

Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

- 5. **Sanctions for Noncompliance:** In the event of a contractor’s noncompliance with the Non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies; and/or
  - b. Cancelling, terminating, or suspending a contract, in whole or in part.
  
- 6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

**CLEAN AIR AND WATER POLLUTION CONTROL**

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. § 740-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

**CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT**

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

**CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT**

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

- 1. Checking the System for Award Management at website: <http://www.sam.gov>
- 2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
- 3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

**DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§ 26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than {specify number} days from the receipt of each payment the prime

contractor receives from {Name of recipient}. The prime contractor agrees further to return retainage payments to the subcontractor within {specify the same number as above} days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the {Name of Recipient}. This clause applies to both DBE and non-DBE subcontractors.

### **A1.1.1 RACE/GENDER NEUTRAL LANGUAGE**

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

### **TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$10,000 and involve driving a motor vehicle in performance of work activities associated with the project.

### **CERTIFICATION REGARDING DOMESTIC PREFERENCES FOR PROCUREMENTS**

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

### **FEDERAL FAIR LABOR STANDARDS ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division

### **CERTIFICATION REGARDING LOBBYING**

The bidder or offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### **OCCUPATIONAL SAFETY AND HEALTH ACT**

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. Contractor must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The Contractor retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). Contractor must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

### **PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act [Public Law 115-232 § 889(f)(1)].

### **RIGHTS TO INVENTIONS**

Contracts or agreements that include the performance of experimental, developmental, or research work must provide for the rights of the Federal Government and the Owner in any resulting invention as established by 37 CFR part 401, Rights to Inventions Made by Non-profit Organizations and Small Business Firms under Government Grants, Contracts, and Cooperative Agreements. This contract incorporates by reference the patent and inventions rights as specified within in the 37 CFR §401.14. Contractor must include this requirement in all sub-tier contracts involving experimental, developmental or research work.

### **CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS**

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (✓) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

#### **Certifications**

- a) The applicant represents that it is ( ) is not ( ✓ ) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- b) The applicant represents that it is ( ) is not ( ✓ ) is not a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

#### **Note**

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

#### **Term Definitions**

**Felony conviction:** Felony conviction means a conviction within the preceding twentyfour (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies

the offense as a felony and conviction of an offense that is classified as a felony under 18

U.S.C. § 3559.

**Tax Delinquency:** A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

### **Termination for Convenience (Professional Services)**

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

### **Termination for Default (Professional Services)**

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner:** The Owner may terminate this Agreement in whole or in part, for the failure of the Consultant to:

1. Perform the services within the time specified in this contract or by Owner approved extension;
2. Make adequate progress so as to endanger satisfactory performance of the Project;
3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant:** The Consultant may terminate this Agreement in whole or in part, if the Owner:

1. Defaults on its obligations under this Agreement;
2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;

3. Suspends the Project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Engineer is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

**TRADE RESTRICTION CERTIFICATION**

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

**VETERAN'S PREFERENCE**

In the employment of labor (excluding executive, administrative, and supervisory positions), the contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112.

Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.



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715-845-8000 | becherhoppe.com

April 4, 2025

Matt Wegwerth, Public Works Director / City Engineer  
City of Grand Rapids  
420 N. Pokegama Ave.  
Grand Rapids, MN 55744

Via Email: [mwegwerth@grandrapidsmn.gov](mailto:mwegwerth@grandrapidsmn.gov)

Subject: IFE for Consultant Design Engineering Services  
Taxiway A - Phase 2 Reconstruction (North Portion Between Taxiway A1 and A3)  
Grand Rapids / Itasca County Airport, Grand Rapids, Minnesota

Dear Mr. Wegwerth:

Thank you for the opportunity to serve the Grand Rapids / Itasca County Airport. Becher Hoppe has completed an Independent Fee Estimate for the subject project per the Agreement dated March 11, 2025. Deliverables include this letter and attachments.

Becher-Hoppe Associates, Inc. was not considered in competition for these Professional Services and has no interest in the design of these facilities. Becher-Hoppe Associates, Inc. has been actively involved in the design and construction of aviation facilities in the State of Wisconsin for over 70 years and is familiar with the processes and requirements of the Federal Aviation Administration regarding grant funding and the associated Sponsor Assurances.

Becher-Hoppe has evaluated the consultant's Scope of Work for the subject project, included as Attachment A. We have estimated the level of effort by employee labor classification for each scope task and estimated a fee range for the project scope based on the estimated regional consultant wage rates, and consultant overhead rate as provided. Those estimates are included on spreadsheet Attachment B.

The estimated range of consultant fees for the subject project is \$165,400 to \$202,200.

If you have any questions, please contact me at your convenience.

Sincerely,

Randy Van Natta, PE, FACEC  
Senior Consultant

Attachments: Attachment A – Consultant's Scope of Work  
Attachment B – Estimated Effort and Fee Spreadsheet

**ATTACHMENT A**  
**Grand Rapids – Itasca County Airport (GPZ)**  
**Taxiway A (North) Reconstruction Phase 2– Design**  
**Scope of Work**

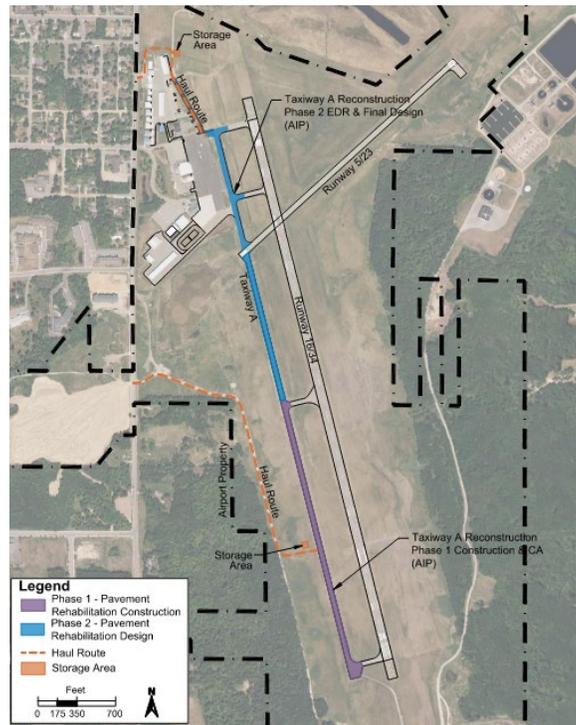
**(Engineer’s Design Report, Final Design, Plans and Specifications, Bidding, and Closeout)**

General – The existing taxiway is at the end of its useful life and the 2025 project will consist of the design for the reconstruction of the north end of the taxiway, with bidding proposed in 2026 and construction proposed to occur in 2027. A planning study was conducted on the north half of the taxiway to evaluate current design standards, specifically direct access from the apron at Taxiway A1 and the intersection of Taxiway A and Runway 5/23, the outcome of this study will be incorporated into the design.

The 2022 PCI for Parallel Taxiway A ranges from 61 to 50. The proposed project would consist of removing the existing bituminous pavement, removing non-suitable aggregate base material, evaluating and repairing subsurface failure, making necessary grade adjustments, and installing new aggregate base and bituminous pavement. The installation of drain tile is anticipated along the taxiway edges. New LED taxiway edge lighting, including base cans, conduit, wire, and airfield guidance signs will also be included.

The width of the parallel taxiway is being evaluated by the FAA and eligibility of the pavement will be determined during the design process. It is anticipated that the pavement width will be reduced from 50’ wide to 35’ wide, with fillets constructed at the intersections.

Proposed project limits are included in **Figure 1**.



This work scope includes the engineer's design report, final design, plans and specifications development, bidding, contract award, and Federal closeout report. (construction observation and administration, and construction closeout are excluded.)

The project schedule includes designing throughout 2025 and bidding in Spring 2026.

**Project Deliverables** – The project deliverables of this scope include the following:

1. Project formulation
2. Engineer's Design Report for North Taxiway A Reconstruction and environmental review
3. Plan drawings for Taxiway A North Reconstruction
4. Construction bidding documents for Taxiway A North Reconstruction
5. FAA construction plans and specifications review
6. Bidding and Contract Award for Taxiway A North Reconstruction
7. Project management
8. Federal project closeout.

**This work scope includes:**

**Work Element 1: Project Formulation**

**Task 1.1 – Scoping, Review, and Coordination** – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the City of Grand Rapids and the Grand Rapids-Itasca County Airport (GPZ) (sponsor) to develop the appropriate scope of work. Additional coordination will include task definition and establishment of project goals and objectives. The scoping effort includes five (5) meetings and meeting preparation effort to determine approved FAA alignment. Each meeting will anticipate 4 hours for the meeting and meeting prep and attended by a Principal, Project Manager, and Project Engineer or Planner. The scope of work will be presented to FAA and MnDOT Office of Aeronautics for review and will be updated based on input received.

**Task 1.2 – Project Formulation** – SEH will complete the project and grant pre-application documentation, environmental review submittals, cost breakdowns and eligibility determinations for the approved scope of work.

**Work Element 2: Engineer's Design Report**

**Task 2.1 – General Scope of Work** – SEH will develop a brief narrative of the work scope, delineation of eligible/ineligible work items, any unique or unusual situations, project justification, and historical background on the proposed project.

**Task 2.2 – Photographs** – SEH will coordinate with GPZ staff to capture photographs of representative areas of existing site conditions of the pavement. The photographs will be included within the report.

**Task 2.3 – Applicable AIP Standards** – All applicable AIP standards will be referenced in the report by FAA Advisory Circulars. Specific values for design standards as required for Taxiway A will be displayed in table format for airplane design group, approach category, runway and taxiway safety area and object free area dimensions, geometric values and surface gradients.

**Task 2.4 – Airport Operational Safety Considerations** – SEH will develop a preliminary Construction Safety and Phasing Plan (CSPP) to evaluate proposed phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated

impacts to airport users. All airport facilities, including approach procedures and navigational aids, will be evaluated for potential impacts due to construction.

**Task 2.5 - Pavement Design** – SEH will utilize the geotechnical evaluation and report, including pavement cores and soil borings to evaluate the current pavement condition and underlying soils. The resulting pavement evaluation and identification of soil characteristics will be used with the fleet mix to develop a proposed pavement design thickness and alternatives.

In addition, the master plan identified the design aircraft for pavement design. GPZ will provide operations data for historical operations and will facilitate discussions with airport tenants and users pertaining to projected future operations.

**Task 2.6 – Drainage Design** – SEH will evaluate the existing drainage and subsurface drainage systems. Exploration of the drainage area and stormwater runoff calculations will be determined to confirm current drainage and stormwater treatment features. Design of pavement edge drains will be included.

**Task 2.7 – Airfield Lighting and Signage** – Design of Airfield lighting will be included in the report. Lighting to be included is LED taxiway edge lighting and airfield signage.

**Task 2.8 – Navigational Aids** – NAVAIDs will not be included in the taxiway project.

**Task 2.9 – Pavement Marking** – SEH will develop a preliminary pavement marking plan and details to be included as part of the report.

**Task 2.10 – Environmental Considerations** – SEH will complete a request for environmental Categorical Exclusion (CATEX) for the Taxiway A project. It is assumed a documented CATEX will be required. SEH will also identify necessary permits, including but not limited to NPDES and developing a Stormwater Pollution Prevention Plan (SWPPP) in concert with preliminary erosion control plans. No field work will be completed with this portion of the project.

**Task 2.11 – Existing Utilities** – SEH will develop a drawing that identifies and delineates existing underground utilities in and adjacent to the area of Taxiway A.

**Task 2.12 – Miscellaneous Work Items** – SEH will provide a narrative to address other work components of the project, such as turf establishment, site access, and other related work items.

**Task 2.13 – Life Cycle Cost Analysis** – A Life Cycle Cost Analysis will not be included with this project.

**Task 2.14 – Modification to AIP Design Standards** – No modifications to design standards are anticipated, but this task will explore all preliminary design to confirm that no modifications to design standards will be requested.

**Task 2.15 – AIP Non-eligible Work Items** – Any potential non-eligible work items will be identified. If non-eligible work items are identified, the process for separating these work components from eligible components will be addressed.

**Task 2.16 – Disadvantaged Business Enterprise (DBE)** – The current status of the Sponsor's DBE program will be established, together with project goals for the Taxiway A Reconstruction project.

**Task 2.17 – Project Schedule** – SEH will develop a schedule and associated chart to identify the project schedule specific to the Taxiway A Reconstruction, and milestones during the design and bidding process.

**Task 2.18 – Engineer’s Estimate of Probable Cost** – SEH to provide an itemized summary of the engineer’s estimate of probable construction costs. Any ineligible work components will be called out separately.

**Task 2.19 – Preliminary Project Budget** – SEH will develop a preliminary project budget that will include anticipated engineering costs, construction costs, and administrative costs. Potential funding sources and prorations will also be included.

### **Work Element 3: Plan Drawings for Taxiway A North Reconstruction**

Final design and plan drawings for Taxiway A (North), will be prepared in accordance with federal and state guidelines. FAA Advisory Circular (AC) 150/5300-13B, *Airport Design*, will be utilized in the development of the plan set. Other applicable ACs, FAA Orders, Regulations and Policy Memorandums will be used as needed. Specific tasks included with this work element include:

**Task 3.1 – Environmental Coordination and Permits** – SEH will refine the draft Stormwater Pollution Prevention Plan (SWPPP) and erosion control plans completed as part of the Engineer’s Design Report. Additionally, the scope of work includes completion and/or coordination of the following permits:

- MPCA NPDES permit application

#### **Task 3.2 – Survey**

**Task 3.2.1 Topographic Survey** - SEH completed a comprehensive field survey of topography for the full length of Taxiway A as well as tie-in information for the adjacent taxiway connectors and ditch networks during the Phase 1 design. Additional survey efforts are anticipated for Phase 2 to obtain more information, one day of surveying is expected for the additional data collection.

**Task 3.3 – Construction Safety and Phasing Plan Development** – SEH will refine and update the preliminary Construction Safety and Phasing Plan (CSPP) that was developed as part of the Engineer’s Design Report. SEH will meet with GPZ staff, airfield tenants and users to evaluate potential risks and determine appropriate mitigation tactics. The preliminary CSPP will be enhanced to determine final phasing and sequencing, construction limits, haul routes, contractor staging areas, and anticipated impacts to airport users and airfield facilities. A final CSPP will be uploaded to OE/AAA for FAA airspace review.

**Task 3.4 – Detailed Final Design** – Detailed final design to include establishment of final plan/profile, grading analysis, final pavement design, electrical design, surface and subsurface drainage design, including drantile and other related project elements.

**Task 3.5 – Construction Plan Sheets** – Specific plan sheets to be developed and included in the plan set are as follows:

- Title Sheet
- Construction Safety Plan
- Construction Phasing Plan
- Statement of Estimated Quantities
- Details and Construction Notes
- Utility Locations Plan
- Typical Section(s)
- Removal Plan
- Erosion Control Plan and Details

- Topography and Drainage Design
- Alignment Plan
- Pavement Marking Plan and Details
- Standard Plates
- Electrical Layout and Details, including taxiway edge lighting and signage

**Task 3.6 – Quality Control Site Visit** – SEH will conduct a quality control site visit during final design to verify base maps, utility locations, light locations, grades, and other relevant site features to ensure conformance to bidding documents.

#### **Work Element 4: Construction Bidding Documents for Taxiway A North Reconstruction**

Elements of the Construction Bidding Documents will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13B, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. Specific tasks included with this work element include:

**Task 4.1 – Construction Bidding Documents** – A bid proposal project manual will be prepared that will consist of a table of contents, advertisement for bids, proposal documents, schedule of prices, State and Federal requirements, wage rates, technical specifications, and special provisions.

**Task 4.2 – Construction Management Plan** – A Construction Management Plan (CMP) and reporting program will be prepared per FAA guidelines and requirements.

#### **Work Element 5: FAA Construction Plans and Specifications Full Review**

**Task 5.1 – FAA Coordination** – SEH will coordinate with the FAA on submitting a 90% complete set of construction plans and specifications for FAA review.

**Task 5.2 – Completion of Appendix 3, “Full Review Guide”** – SEH will complete Appendix 3 “Construction Plans and Specifications “Full Review Guide” and submit the document with the 90% plans and specifications

**Task 5.3 – Review and Address FAA Comments** – SEH will review and address all FAA comments on the plans and specifications and develop documentation to track any comments received and how those comments were addressed.

#### **Work Element 6: Bidding and Award**

This task includes publishing the bidding documents, obtaining bids, and providing a recommendation for the award of the project.

**Task 6.1 – Bidding** –This task includes responding to questions from perspective bidders and issuing addenda as needed. Assisting the sponsor with obtaining construction bids for the project, including arranging for bid advertisement, attending bid opening and tabulating bid results.

**Task 6.2 – Award** –This task includes providing a recommendation of award of contractor to the Sponsor and assisting with requesting an FAA and State grant for the project.

**Work Element 7: Project Management**

This task includes the overall project management of Work Elements 1 through 7 noted above. Project Management includes administration of the project, design team meetings, agency and Sponsor meetings, airfield user and tenant outreach meetings, and related project administration tasks.

**Task 7.1 – Design Team Meetings** –This task includes weekly meetings by the design team to discuss project elements, schedule, issues, and provide coordination between team members. It is anticipated to have 8 meetings for one hour each.

**Task 7.2 – Agency Meetings** –This task includes meetings by the design team, MnDOT Office of Aeronautics, FAA ADO, GPZ staff, and other individuals and agencies as needed, to discuss the project design development, schedule, and any other related items. It is anticipated to have 2 meetings for three hours each.

**Task 7.3 – Public Involvement Meetings and Notifications** – This task includes specific meetings with airfield businesses, airfield tenants, terminal tenants, City meetings, and other critical stakeholders to provide updates on the status of the project and address any issues or concerns. This task also includes coordination with MnDOT regarding the project schedule, any impacts to MnDOT owned equipment, and other coordination items. Project mailing and notifications will be sent out to the stakeholders.

**Task 7.4 – Overall Project Management** –This task includes project coordination and administration, including Sponsor and agency communication, internal meetings, subconsultant oversight, progress reports, budget updates and monthly invoices.

**Work Element 8: Closeout Report**

**Task 8.1 – Federal Closeout Report** – The Consultant will prepare a “Project Closeout Report” as required by the FAA and using “Sponsors Guide to Quality Project Closeout Report Requirements” (FAA Publication). This effort will be specific for the design portion of the project.

**Expenses:**

1. BARR Engineering Electrical and circuitry design will be performed by Barr Engineering, of Minneapolis, Minnesota.

**ATTACHMENT B  
ESTIMATED FEES AND EXPENSES  
TAXIWAY A (NORTH) RECONSTRUCTION PHASE 2 - DESIGN  
GRAND RAPIDS-ITASCA COUNTY AIRPORT (GPZ)  
GRAND RAPIDS, MINNESOTA**

Task No.	Task Description	Project Manager	Project Engineer	Aviation Planner	Senior Technician	Survey Crew Chief	Instrument Operator	Environmental Scientist	Admin Technician
<b>Project Formulation</b>									
1.1	Scoping, Review, and Coordination	20	20	16					4
1.2	Project Formulation	8	16	8					2
<b>Engineer's Design Report</b>									
2.1	General Scope of Work	1	4						
2.2	Photographs		2						
2.3	Applicable AIP Standards		2						
2.4	Airport Operational Safety Considerations	4	10	4	12				
2.5	Pavement Design	1	8	4	2				
2.6	Drainage Design	1	8		8				
2.7	Airfield Lighting and Signage	1	8		8				
2.8	Navigational Aids								
2.9	Pavement Marking		2		2				
2.10	Environmental Considerations	1			4			24	
2.11	Existing Utilities		2		4				
2.12	Miscellaneous Work Items		2						
2.13	Life-Cycle-Cost Analysis								
2.14	Modification to AIP Design Standards	1	2						
2.15	AIP Non-eligible Work Items		1						
2.16	Disadvantaged Business Enterprise (DBE)		4						2
2.17	Project Schedule	1	4						
2.18	Engineer's Estimate of Probable Cost	2	8		4				
2.19	Preliminary Project Budget	2	2						
<b>Plan Drawings for Taxiway A South Reconstruction</b>									
3.1	Environmental Coordination and Permits	1	12		4				
	<i>MPCA NPDES/SWPPP Permit</i>				4			10	
3.2	Survey								
3.2.1	Topographic Survey				4	8	8		
3.3	Construction Safety and Phasing Plan Development	4	24	4	16				
3.4	Detailed Final Design	8	40		16				
3.5	Construction Plan Sheets								
	<i>Title Sheet</i>				4				
	<i>Construction Safety Plan</i>		1		8				
	<i>Construction Phasing Plans</i>		1		8				
	<i>Statement of Estimated Quantities</i>				4				
	<i>Details and Construction Notes</i>	1	8		16				
	<i>Utility Locations Plan</i>				2				
	<i>Typical Section(s)</i>				4				
	<i>Removal Plan</i>				2				
	<i>Erosion Control Plan and Details</i>				2				
	<i>Topography and Drainage Drawings</i>				4				
	<i>Alignment Plan</i>				2				
	<i>Pavement Marking Plan and Details</i>				1				
	<i>Standard Plates</i>				1				
	<i>Electrical Layout and Details</i>	2	16		24				
3.6	Quality Control Site Visit	12	12						
<b>Construction Bidding Documents for Taxiway A South Reconstruction</b>									
4.1	Construction Bidding Documents	12	24						4
4.2	Construction Management Plan (CMP)	2	16						
<b>FAA Construction Plans and Specifications Full Review</b>									
5.1	FAA Coordination	8	4		4				
5.2	Completion of Appendix 3	2	8						
5.3	Review and Address FAA Comments	8	12		12				
<b>Bidding and Award</b>									
6.1	Bidding	8	16						2
6.2	Award	4	8						2
<b>Project Management</b>									
7.1	Design Team Meetings	8	12	8	8			8	
7.2	Agency Meetings	8	6	6					
7.3	Public Involvement Meetings and Notifications	12	12	12					4
7.4	Overall Project Management	30							
<b>Closeout Report</b>									
8.1	Federal Closeout Report	2	12						
	<b>Total hours per labor category</b>	<b>175</b>	<b>367</b>	<b>62</b>	<b>256</b>	<b>8</b>	<b>8</b>	<b>42</b>	<b>20</b>

**ESTIMATE OF LABOR COSTS:**

Labor Category	Hours	Rate	Extension
Project Manager	175	\$72.00	\$12,600.00
Project Engineer	367	\$52.00	\$19,084.00
Aviation Planner	62	\$58.00	\$3,596.00
Senior Technician	256	\$46.00	\$11,776.00
Survey Crew Chief	8	\$44.00	\$352.00
Instrument Operator	8	\$38.00	\$304.00
Environmental Scientist	42	\$48.00	\$2,016.00
Admin Technician	20	\$35.00	\$700.00
<b>Total Direct Labor Costs:</b>	<b>938</b>		<b>\$50,428.00</b>
<b>Direct Salary Costs plus Overhead (191%)</b>			<b>\$96,357.82</b>
<b>Total Labor Costs</b>			<b>\$146,785.82</b>
<b>Fixed Fee on Labor Costs (15%)</b>			<b>\$22,017.87</b>

**ESTIMATE OF EXPENSES:**

Direct Expenses	Quantity	Rate	Extension
BARR Electrical Engineering	1	\$6,500.00	\$6,500.00
Computer Charge	938	\$6.00	\$5,628.00
Survey Equipment (Total Station)	8	\$45.00	\$360.00
Survey Equipment (GPS)	8	\$45.00	\$360.00
Survey Van	8	\$7.00	\$56.00
Employee Mileage	1500	\$0.70	\$1,050.00
Reproductions / Miscellaneous	1	\$1,000.00	\$1,000.00
<b>Total Expenses</b>			<b>\$14,954.00</b>

**SUMMARY:**

Total Labor Costs + Expenses + Fixed Fee	\$183,757.69
<b>Estimated Total</b>	<b>\$183,800</b>
<b>Estimated Fee Range = \$165,400 TO \$202,200</b>	



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

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider adopting a resolution appointing election judges for 2025 elections.

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

Attached is a resolution listing individuals that have training and have agreed to serve the City of Grand Rapids as election judges in the Special Primary and Special General elections on April 15, 2025 and April 29, 2025, respectively.

Each precinct will be staffed with election judges, some serving in a part-time capacity. Shift splitting the full day provides flexibility and is allowed if we maintain party balance.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution appointing election judges for 2025 Special elections on April 15, 2025 and April 29, 2025 at City of Grand Rapids precincts 1 through 4.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 25-

A RESOLUTION APPOINTING ELECTION JUDGES FOR THE SPECIAL PRIMARY ELECTION OF APRIL 15, 2025, AND THE SPECIAL GENERAL ELECTION OF APRIL 29, 2025

WHEREAS, a Special Primary Election will be held on April 15, 2025 and a Special General Election will be held on April 29, 2025; and

WHEREAS, polling places must remain open on those days from 7:00 a.m. to 8:00 p.m.; and

WHEREAS, the City must appoint and pay the wages and applicable mileage of election judges to staff the polling places.

NOW THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council hereby appoints the following election judges for the April 15, 2025 Special Primary Election and the April 29, 2025 Special General Election:

**Precinct #1 – Grand Rapids Fire Hall**

Cindy Eckert  
Connie Andrews  
Emmet Stemwedel  
Robert Lindahl

**Precinct #2 – Grand Rapids Area Library**

Mike Eckert  
Sheila Brogger  
David Lorenz  
Letty Gould  
Becky LaPlant

**Precinct #3 – IRA Civic Center-Upper Level**

Catherine McLynn  
Kathy Krook  
Linda Harringer  
Renee Ducharme

**Precinct #4 – Zion Lutheran Church**

Jim Martinetto  
Pam Casio  
Scotty Puglisi  
Tom Saxhaug  
Vicki Lorenz

**Alternate and Student Judges:**

Linda Urevig  
Michelle Basarich  
Sandy Clark  
Sonja Merrild  
Kathy Theis

The City will add additional judges if required in the future.

Adopted this 14<sup>th</sup> day of April, 2025.

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

Attest:

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

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



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

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider approving liquor licenses for new establishments The Tied LLC and Ledger & Ladle LLC

**PREPARED BY:** Kimberly Gibeau

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### BACKGROUND:

Owner's of Rapids Brewing Co. have submitted applications for on-sale liquor licenses for new establishments:

1. The Tied LLC, located at 210 N. Pokegama Avenue, Grand Rapids, MN
2. Ledger & Ladle LLC, located at 16 NE 3<sup>rd</sup> Street, Grand Rapids, MN

Background checks for all owners of record have been satisfactorily completed and Certificate of Liability has been received. The City will pro-rate the license fees based on Month business will begin operating. If approved, opening will be determined following state inspections.

### REQUESTED COUNCIL ACTION:

Make a motion to approve new on-sale liquor licenses for The Tied LLC and Ledger & Ladle LLC and authorize pro-rating the license fee as presented.



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

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider authorizing the retirement and sale of surplus assets from the Itasca Calvary Cemetery at auction.

**PREPARED BY:** Cynthia Lyman

### BACKGROUND:

The Public Works Director/City Engineer Matt Wegwerth would like to retire and sell a John Deere lawn mower with material collection system and chute, from the Itasca Calvary Cemetery, at auction. The model and serial number are as follows:

John Deere 42" Accel Deep Mower	Serial# 1M0X354ACJM051454	Model# 5190M
Material Collection System	Model# BM21679	
Chute Kit	Model# BG20754	

### REQUESTED COUNCIL ACTION:

Make a motion to authorize the retirement and sale of the Itasca Calvary Cemetery's surplus lawn mower with material collection system and chute to be sold at auction.



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

**AGENDA DATE:** April 14<sup>th</sup>, 2025

**AGENDA ITEM:** Consider authorizing advertisement for bid for GPZ projects

**PREPARED BY:** Matt Wegwerth

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**BACKGROUND:**

Two projects at the GPZ airport are ready for advertisement.

Attached are the ad for bid for the following two projects, including bid opening dates and times:

- 1) Taxiway A (South) Reconstruction – Phase 1, bid opening May 6 at 2pm
- 2) Vehicle Gate Replacement, bid opening May 6 at 10am

**REQUESTED COUNCIL ACTION:**

Make a motion authorizing the advertisement for bid for the Taxiway A (South) Reconstruction – Phase 1 and the Vehicle Gate Replacement project at the GPZ airport

## ADVERTISEMENT FOR BIDS

**2025 Vehicle Gate Replacement  
Grand Rapids – Itasca County Airport (GPZ)  
Grand Rapids, Minnesota  
AIP No. 3-27-0037-XX-2025  
SP No. A3101-XXX  
SEH No. GRAIT 184463**

Notice is hereby given that Online Bids will be received by the City of Grand Rapids until 10:00 a.m., Tuesday, May 6, 2025, via [QuestCDN](#) for the furnishing of all labor and material for the construction of 2025 Vehicle Gate Replacement.

The bid opening will be conducted via Microsoft Teams, at which time they will be publicly opened and read aloud:

2025 Vehicle Gate Replacement Bid Opening  
10:00 A.M., Tuesday, May 6, 2025 (CDT)

Please join my meeting from your computer, tablet or smartphone: <https://bit.ly/42q35yD>

Or call in (audio only)  
+1 872-242-7640,,605266452# United States, Chicago  
Phone conference ID: 605 266 452#

Any person monitoring the meeting remotely may be responsible for any documented costs. Message and data rates may apply.

Major components of the Work include: fence and gate improvements and associated site work and restoration.

The Bidding Documents may be viewed for no cost at <http://www.sehinc.com> by selecting the Project Bid Information link at the bottom of the page and the View Plans option from the menu at the top of the selected project page.

Digital image copies of the Bidding Documents are available at <http://www.sehinc.com> for a fee of \$30. These documents may be downloaded by selecting this project from the "Project Bid Information" link and by entering eBidDoc™ Number 9637592 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or [info@questcdn.com](mailto:info@questcdn.com).

For this project, bids will **ONLY** be received electronically. Contractors submitting an electronic bid **will** be charged an additional \$42 at the time of bid submission via the online electronic bid service [QuestCDN.com](#). To access the electronic Bid Worksheet, download the project document and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bids shall be completed according to the Bidding Requirements prepared by SEH dated April 15, 2025.

In addition to digital plans, paper copies of the Bidding Documents may be obtained from Docunet Corp. located at 2435 Xenium Lane North, Plymouth, MN 55441 (763.475.9600) for a fee of \$125.

A pre-Bid conference will not be held for this project.

Bid security in the amount of 5 percent of the Bid must accompany each Bid in accordance with the Instructions to Bidders.

A Contractor responding to these Bidding Documents must submit to the City/Owner a signed statement under oath by an owner or officer verifying compliance with each of the minimum criteria in Minnesota Statutes, section 16C.285, subdivision 3.

This Work shall be subject to minimum wages and labor standards in accordance with Minnesota Federal Highway wage rates and Minnesota State Highway and Heavy wage rates.

The City reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City.

Matt Wegwerth, PE  
City Engineer  
City of Grand Rapids  
Grand Rapids – Itasca County Airport (GPZ)

## ADVERTISEMENT FOR BIDS

**2025 Taxiway A (South) Reconstruction Phase 1  
Grand Rapids – Itasca County Airport (GPZ)  
Grand Rapids, Minnesota  
AIP No. 3-27-0037-XX-2025  
SP No. A3101-XXX  
SEH No. GRAIT 179827**

Notice is hereby given that Online Bids will be received by the City of Grand Rapids until 2:00 p.m., Tuesday, May 6, 2025, via [QuestCDN](#) for the furnishing of all labor and material for the construction of 2025 Taxiway A (South) Reconstruction Phase 1.

The bid opening will be conducted via Microsoft Teams, at which time they will be publicly opened and read aloud:

2025 Taxiway A (South) Reconstruction Phase 1 Bid Opening  
2:00 P.M., Tuesday, May 6, 2025 (CDT)

Please join my meeting from your computer, tablet or smartphone: <https://bit.ly/42CMhFO>

Or call in (audio only)  
+1 872-242-7640,,665376396# United States, Chicago  
Phone conference ID: 665 376 396#

Any person monitoring the meeting remotely may be responsible for any documented costs. Message and data rates may apply.

Major components of the Work include: bituminous pavement removal, bituminous pavement reclamation, excavation, grading, P-401 bituminous paving, pavement markings, airfield lighting and circuitry, draintile, erosion control, and turf restoration.

The Bidding Documents may be viewed for no cost at <http://www.sehinc.com> by selecting the Project Bid Information link at the bottom of the page and the View Plans option from the menu at the top of the selected project page.

Digital image copies of the Bidding Documents are available at <http://www.sehinc.com> for a fee of \$30. These documents may be downloaded by selecting this project from the "Project Bid Information" link and by entering eBidDoc™ Number 9637590 on the SEARCH PROJECTS page. For assistance and free membership registration, contact QuestCDN at 952.233.1632 or [info@questcdn.com](mailto:info@questcdn.com).

For this project, bids will **ONLY** be received electronically. Contractors submitting an electronic bid **will** be charged an additional \$42 at the time of bid submission via the online electronic bid service [QuestCDN.com](#). To access the electronic Bid Worksheet, download the project document and click the online bidding button at the top of the advertisement. Prospective bidders must be on the plan holders list through QuestCDN for bids to be accepted. Bids shall be completed according to the Bidding Requirements prepared by SEH dated April 15, 2025.

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This Work shall be subject to minimum wages and labor standards in accordance with Minnesota Federal Highway wage rates and Minnesota State Highway and Heavy wage rates.

The City reserves the right to reject any and all Bids, to waive irregularities and informalities therein and to award the Contract in the best interests of the City.

Matt Wegwerth, PE  
City Engineer  
City of Grand Rapids  
Grand Rapids – Itasca County Airport (GPZ)



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

**AGENDA DATE:** 4-14-25

**AGENDA ITEM:** Consider approving entering into a 3 year contract with FireCatt for hose testing with the Grand Rapids Fire Department

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

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### BACKGROUND:

Hose testing is a requirement that fire departments must complete annually to certify our fire hose is able to withstand the pressures needed in fire suppression. We have tried in the past to test our hose in-house but have found that it takes up 3-4 drill nights to accomplish which takes time away from using these drills to practice our regular training needs and using our fire trucks to test also puts undue wear and tear on our pumps which causes damage to them. We have not been able to complete this requirement the past several years due to not having the capability to complete testing. This requirement also affects our ISO insurance rating for points if it is not completed.

FireCatt will provide annual service pressure testing per the **NFPA 1930 (Formally NFPA 1962)**, for Hose and Ladders (Formally NFPA 1932) using patented technology test equipment designed for safety, accuracy and efficiency. Several fire departments in our area currently use this company to test hose such as Cohasset Fire Department and Hill City Fire Department.

FireCatts pricing provided three options for pricing. Grand Rapids Fire Department would like to move forward with hiring FireCatt using option 2 which consists of a 3-year guaranteed pricing service agreement with FireCatt testing the hose and GRFD staff providing labor to repack the apparatus with a cost of \$0.35 per foot for the first year, \$0.37 per foot the second year and \$0.39 per foot the third year. This cost would be spread over all the tucks budgeted maintenance line items in the general operating fire budget.

### REQUESTED COUNCIL ACTION:

Make a motion to accept the 3-year service agreement with FireCatt using option 2 for testing with GRFD providing labor to repack our trucks and authorize the proper signatures to execute the agreement.

Electronic Delivery

March 3, 2025

Nathan Morlan  
Fire Maintenance  
Grand Rapids Fire Department  
18 Northeast 5<sup>th</sup> Street  
Grand Rapids, MN 55744

Nathan Morlan:

**Per your request, we are pleased to submit this proposal for your annual fire hose and ground ladder testing.**

**Background**

FireCatt is proud to have revolutionized the fire hose testing industry. FireCatt is the sole source supplier and owner of a patented method that incorporates computerized testing technology, and a software program designed to incorporate the testing standards and guidelines of NFPA 1930 (Formally NFPA 1962).

FireCatt is now testing over 20 million feet of fire hose per year in 48 States. We have been testing fire hose for more than 18 years. Customers that have come to trust FireCatt's precision testing service include: fire departments; oil refineries; nuclear power plants; and industrial operations.

We trust you will take the time to understand the value FireCatt creates by using the best technology, people and processes available to provide your critical annual services testing. FireCatt will save you manpower time, reduce liability and injuries, and create repeatable, valid test results with advanced technology and professional service.

Our testing team is structured with a team leader, an assistant leader and four hose technicians, all formally trained by FireCatt. We believe in a professionally run hose testing process starting with pre-test planning, meticulous attention to detail during the testing process and documented repacking of your equipment to the standard you require.

**Who Is the FireCatt Customer?**

FireCatt customers are the leaders within the fire service. They don't settle for "good enough" when it comes to the safety of their people and equipment. They want the most accurate testing option available, while receiving the most professional service. They want the most reliable and defensible third-party validation. They want peace of mind, and that's what FireCatt delivers. FireCatt will provide annual service pressure testing per the **NFPA 1930 (Formally NFPA 1962)**, for Hose and Ladders (Formally NFPA 1932) using patented technology test equipment designed for safety, accuracy and efficiency.

**Sole Source FireCatt Specifications:**

- Electronic and computerized pressure transducers shall be used to monitor and regulate pressures.
- Software controls the entire test process to ensure NFPA 1930 (Formally NFPA 1962) Standard is followed. One item to note is that during pressurization, hose will only be pressurized at 15 psi per second. Our system will meet this standard each and every test, ensuring that the fire hose will not be subjected to a shock pressure which can lead to shorter hose life expectancy.
- Air actuated and computerized valves shall be used to eliminate manual control of all valves at high pressure and provide emergency automated shut-off/shut-down capability. The use of manual valves that are less than 100% repeatable and expose personnel to unnecessary risk will not be permitted.
- Pressure release at the end of each test shall be accomplished through air actuated and computer controlled valves operated remotely. This will eliminate the need to release pressure at the end of each hose and eliminate the risk associated with exposing personnel to potential catastrophic failure while hose is fully pressurized.
- Hydrant pressure shall be monitored through the use of electronic and computerized pressure transducers. Hydrant pressure will be regulated to meet the NFPA requirement of 45 PSI at the beginning of the test.
- An amber warning beacon shall be illuminated at all times when the hose is pressurizing or at high pressure.
- Ten manifolds shall be used, each with their own computerized pressure transducer and valve so that ten separate pressures can be tested simultaneously.
- Up to 3,000 feet of hose shall be tested per test cycle.
- Multiple diameter hoses shall be tested simultaneously.
- Air relief valves shall be used at the end of each hose lay per manifold.
- Computerized digital pressure readouts shall be used in order to eliminate subjective "needle bounce" of analog gauges.
- Computerized timing of tests shall be used to eliminate subjective timing devices such as manual stop watches prone to operator error.
- Heavy Duty Bar Code labels will be used on each hose for ease of Identification and Inventory Control.
- Patented LDH Conveyor for re-loading large diameter hose.

**NFPA Fire Hose Testing Standards**

1. Each length of hose will be assigned an Identification Number using a barcode label on each coupling. That I.D. number shall also be recorded on the hose jacket at each end of the hose using a permanent ink marker.
2. Each length of hose will be inspected, both the outer jacket and inner liner.
3. All couplings and threads will be inspected.
4. All gaskets will be inspected, defective gaskets will be replaced at no extra cost.
5. FireCatt will supply hose manufacturer approved lubricant for coupling lubrication.

6. All defective hose will be tagged and removed from service and the defect location on the hose will be marked using a permanent marker. The tag will be distinctive and state the reason for removal from service, date, and hose I.D. number. This information will also be contained within the test report.
7. FireCatt will supply "Never Seize" lubricant for lubricating all apparatus connection points so as to reduce galvanic reaction associated with dissimilar metal contact.
8. FireCatt will accurately record all data that will be contained in the final report which will include, Department I.D., Station or Apparatus I.D., FireCatt hose I.D., Fire Department hose I.D., Manufacturer, Date of Manufacture, Date in Service, Size, Length, Pressure, Pass/Fail, Reason for Failure, and Tread Type.
9. FireCatt will provide a hard copy of the Test Report within 1 week of test completion. The Hose Test Report is documented on a per Department basis. If you require your hose documentation broken down per apparatus or station, this service is available and must be pre-arranged.
10. FireCatt will provide internet web access to your electronic test record and protect this information using a unique login and password within 1 week of test completion. Access to the test records will be for a minimum of 7 years from the date of the most recent test.
11. FireCatt will be licensed and insured to meet the State, City and Department requirements.

### Pricing

Option(s)	Quantity in Feet	Price per Foot	TOTAL
<b>1 Fire Hose Testing</b> FireCatt provides all Labor	12,000 (approximate)	<b>\$0.45</b>	<b>\$5,400.00</b>
	3-year Guaranteed Pricing	<b>\$0.42 Year 1</b>	<b>\$5,040.00</b>
		<b>\$0.44 Year 2</b>	<b>\$5,280.00</b>
		<b>\$0.46 Year 3</b>	<b>\$5,520.00</b>
<b>2 Fire Hose Testing</b> Fire Department provides labor to <b>reload apparatus only</b>	12,000 (approximate)	<b>\$0.38</b>	<b>\$4,560.00</b>
	3-year Guaranteed Pricing	<b>\$0.35 Year 1</b>	<b>\$4,200.00</b>
		<b>\$0.37 Year 2</b>	<b>\$4,440.00</b>
		<b>\$0.39 Year 3</b>	<b>\$4,680.00</b>
<b>3 Ground Ladder Testing</b> FireCatt provides all Labor	TBD	<b>\$2.95</b>	<b>TBD</b>

**Minimum Charge-** Fire Departments with under 5,200' of hose to test will be subject to a minimum charge of \$2,288.00.

**Note:** Any special requirements including city, county, state licenses, insurance riders/addendums, or other requirements that add cost to doing business with your specific municipality/institution could result in charge backs, service fees, or a higher price charged for services rendered.

**Option 1** - FireCatt will provide ALL labor to unload apparatus, lay out test, couple/uncouple, roll hose and reload apparatus. The Fire Department will provide labor only to drive apparatus to and from the test site.

**Option 2** - FireCatt will provide labor to unload apparatus, lay out test, couple/uncouple, and roll hose. The Fire Department will provide labor to reload apparatus. Note: If you choose Option 2, we suggest utilizing two fire department crews/companies to reload. The crew whose apparatus is being reloaded and the crew whose apparatus is next to be unloaded.

**Option 3** - FireCatt will provide all labor to perform precision ground ladder testing via digital load cell technology that will meet NFPA 1930 standards. There are no other charges! Heat sensor labels are included in our per foot price.

**Hard Suction Hose:** If utilized will be vacuum tested at the same price per foot as all other hoses.

### **Logistics:**

Prior to testing FireCatt will work with your Department to formulate and tailor a logistics plan that will work best for you. The following is an example of a typical logistics plan:

When FireCatt begins testing we will start with your *rack/auxiliary* hose then your *reserve* apparatus(s). Your tested *rack/auxiliary* hose will be ready to replace any failed hose from your apparatus(s). Once the *reserve apparatus(s)* are tested your company can take the tested reserve to replace a front-line apparatus prior to testing. Thus, we eliminate any downtime in your Department for hose testing and we keep your companies in the district. That way the public that you serve will not see an increase in response time during hose testing.

The Department will be responsible for providing a suitable test a location 300' in length x 100' wide, a water supply via Fire Hydrant (preferably), standpipe, or tender, a driver to move your apparatus and a single point of contact. **Note: Fire hose WILL get wet during hose testing!** The condition of the test site plays an influential role in keeping your hose as dry and clean as possible. Good drainage, clean surface, no potholes, no weeds are all important criteria that need to be considered.

### **Contract Term**

Pricing in BLACK is for a 1-year contract. \*Pricing in RED is for a 3-year guaranteed pricing service agreement. 3-year pricing is guaranteed as long as inflation remains below a total CPI of 5% per year.

### **Completion**

Testing will take approximately 1-2 day(s) annually (weather, total feet, & test site dependent).

### **Summary of Benefits Received from Choosing FireCatt**

- Use the best technology the industry has to offer and fully trained technicians.
- Longer life of hose due to ensuring NFPA 1930 (Formally NFPA 1962) is followed every test cycle.
- Assurance hose is tested to prescribed pressures, if not, either false positives results, or premature stress and loss of hose life are the results (especially the unnecessary cost of replacing LDH – Supply Lines)
- Workers' compensation injuries resulting from testing accidents, either immediate or develops after, such as back / knee strain from re-loading hose (conveyor system and turntables)
- Reduction of any overtime hours used for testing and or training, freeing up man-hours from faster re-loading and the use of two mobile test labs.
- Proven Professional Operation - experience in testing large departments.

I believe you would agree that the issues of safety, time, technology and tracking are the most important to you and your department. Our patented method, and the unique features listed above allow for the NFPA 1930 (Formally NFPA 1962) Standards to be met in the most "objective" manner possible. In comparison, other testing companies will provide you with "subjective" test results. We have designed our testing and reporting technology to meet the requirements and future needs of the industry.

Our issued and pending patents are strong evidence of the exclusive nature of our solutions. In short, we believe that no other company in the nation can match or exceed the accuracy or safety of the fire hose testing services that FireCatt can provide to your department. We have yet to encounter another hose testing company in the nation deploying a similar state-of-the-art computerized testing technology.

We are pleased to offer our services to your department and believe the investment in FireCatt generates the peace of mind for everyone that we are all creating the safest environment for the firefighter and citizens of your community.

We look forward to creating a mutually beneficial and successful long-term relationship and believe in 100% customer satisfaction. If you have any questions or comments, feel free to contact us at any time.

Respectfully submitted,

*Sarah Jordan*

Sales Representative



CITY OF  
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## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** 4-14-2025

**AGENDA ITEM:** Consider allowing the Grand Rapids Fire Department to enter into a contract with Hazard Class LLC Training and Consulting for hazmat tech classes.

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

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### BACKGROUND:

The Grand Rapids Fire Department is a contracted Hazardous Materials Response Team with the State of MN. Per our contract with the State of MN we must maintain roster of fire firefighters who are trained to the Hazmat Tech level. Our fire fighter job descriptions also require that all fire fighters must get trained to this level.

The Grand Rapids Fire Department was awarded a HMEP grant which will cover all the costs associated with the instructor fees and wages for personal to go through this course. Hazard Class LLC has provided us the course syllabus and a contract for services with 50% deposit at the start of the training. All costs will be reimbursed back to the City of Grand Rapids from the HMEP grant award.

### REQUESTED COUNCIL ACTION:

Make a motion to enter into a contract with Hazard Class LLC to provide a 56-hour Hybrid learning Hazardous Materials Technician Class for \$8,400 with 50% being paid prior to the start of the classes with all cost being reimbursed back to the City of Grand Rapids from the HMEP grant award.



# HAZARD CLASS LLC TRAINING AND CONSULTING

## HAZARD CLASS LLC TRAINING SERVICES AGREEMENT

### **Hazard Class LLC**

Contact: Jake Ryks

Phone: 651-263-5981

Email: [Jake@hazard-class.com](mailto:Jake@hazard-class.com)

("Hazard Class")

AND

### **Grand Rapids Fire Department**

Address: 104 SE 11th St, Grand Rapids, MN 55744

Contact: Travis Cole

("Client")

### **1. SCOPE OF SERVICES**

The following details the scope of services and assumptions for each scope item ("Services"). These scope items are based on email correspondence and phone conversations.

#### **1.1 56-HR Hybrid Learning Hazardous Materials Technician Course**

Hazard Class will provide an experienced instructor to deliver a hybrid 56 hour HAZMAT Tech Training consisting of 6x 3-hour online lectures, 6x 1-hour hands on lesson plans, 2x 8-hour in-person training days. Access to recorded lectures will be available to the client until June 1st, 2025. After this date the client may not access or utilize training materials without prior written consent from Hazard Class. Training period will begin weekly starting April 10th, 2025 and conclude June 1st, 2025. Course content will be built off *Hazardous Materials: Managing the Incident* by, Gregory Noll and taught to the standards required by OSHA 29 CFR 1910.120. Following completion of the training, and receipt of full payment for services, each person in attendance will receive a signed electronic pdf certificate documenting their completion of the course.

#### **1.2 Client Responsibilities**

The client agrees to provide all necessary equipment to facilitate all in-person and online training service as outlined in this agreement.

## 2. COMPENSATION

The Client agrees to pay Hazard Class a fee of \$8,400 for the Services rendered in addition to reimbursement for all necessary business mileage incurred while performing services under this contract at the 2025 IRS standard mileage rate. Client also agrees to reimburse Hazard Class for 2 nights of hotel accommodations for in-person training days. Invoice will be sent to Client prior to start of training, the client will pay a 50% deposit prior to the start of training. The remaining balance of the invoice will be paid in full within 30 days of completion of training. Certificates will not be issued until full payment is received by Hazard Class.

### 2.1 LATE FEE

The Client shall incur a late fee of 1.0% per week on the outstanding balance until the amount is paid in full.

## 3. CANCELLATION AND RESCHEDULING

The Client may cancel and reschedule a scheduled training session without penalty if written notice is provided to Hazard Class more than 14 days prior to the scheduled date. If the Client cancels within 14 days of the scheduled training date, a rescheduling fee of 20% of the total training cost will be charged. If the Client cancels within 48 hours of the scheduled training date, a rescheduling fee of 50% of the total training cost will be charged.

## 4. PROTECTION OF PROPRIETARY TRAINING MATERIALS

- A) **Definition of Proprietary Materials:** For the purposes of this Agreement, "Proprietary Materials" refers to all training materials, including but not limited to manuals, presentations, videos, software, and other educational content developed, owned, or licensed by Hazard Class.
- B) **Ownership:** Hazard Class retains all rights, title, and interest in and to the Proprietary Materials. The receiving party acknowledges that they have no rights in the Proprietary Materials other than the limited rights granted in this Agreement.
- C) **Confidentiality Obligations:** The receiving party agrees to treat all Proprietary Materials as confidential and shall not disclose, reproduce, or distribute such materials without the prior written consent of Hazard Class. This obligation shall survive the termination of this Agreement.
- D) **Use of Proprietary Materials:** The receiving party may use the Proprietary Materials solely for the purposes specified in this Agreement and shall not use them for any other purpose without the prior written consent of Hazard Class.
- E) **Injunctive Relief:** The receiving party acknowledges that any unauthorized use or disclosure of the Proprietary Materials may cause irreparable harm to Hazard Class, for which monetary damages may be inadequate. Therefore, Hazard Class shall be entitled to seek injunctive relief, in addition to any other remedies available at law or in equity.

## 5. INDEMNIFICATION

The Client agrees to indemnify and hold harmless Hazard Class from any claims, damages, or liabilities arising from the Client's use of the training service.

**6. AUTHORIZATION**

If this agreement is acceptable, please sign and return via email to [Allison@hazard-class.com](mailto:Allison@hazard-class.com). Hazard Class will execute the training agreement and return one copy to your files. Your signature indicates acceptance of the contract document, as defined above, unless expressly modified in writing.

**ACCEPTED BY**

---

 <b>HAZARD CLASS LLC</b> TRAINING AND CONSULTING	<b>Client</b> 
By: 	By:
Printed Name: Jake Ryks	Printed Name:
Title: Owner	Title:
Date: 3/28/2025	Date

## Hazardous Materials Technician–Hybrid 56 Hour Course Syllabus

### Instructor Contact:

Jake Ryks  
Jake@Hazard-Class.com  
651-263-5981

Course Length: 6 Weeks + Final Evaluation Training Weekend

Delivery Format:

- 6 Weekly 2.5-hour Virtual Lecture
- 6 Weekly 1.5-hour In-Person Skill Drill
- 16 hrs of Independent Reading
- 16 hrs of In-Person Training

**Textbook: Hazardous Materials: Managing the Incident, 5th Edition**

### Course Overview

This course provides foundational knowledge and practical skills for managing hazardous materials incidents. Through virtual instruction and in-person drills, students will develop proficiency in hazard recognition, site management, risk assessment, PPE selection, and decontamination, following the Eight Step Process. The course concludes with two in-person training days and a 100-question written exam. This course is designed for emergency responders and aligns with NFPA 472/1072 technician-level competencies.

### Reading Expectations

Students are required to complete the assigned pre-reading prior to each week's virtual lecture. These readings are critical to understanding and participating in discussions, drills, and applied scenarios.

### Course Completion Requirements

- Attendance and participation in all virtual lectures and in-person drills
- Completion of assigned pre-readings
- Attendance at two in-person training days following the 6-week lecture phase
- Passing a 100-question final exam based on the textbook with a score of 70% or higher
- All absences must be approved and any missed material must be made up at the discretion of the instructor.
- Missed virtual lectures will be available for viewing online until June 1
- Failure to complete all required portions of the course will result in not receiving a course certificate

## **Weekly Breakdown**

### **Week 1 – Introduction to Hazmat Response and Safety**

Pre-Reading: Chapters 1 and 2

Virtual Lecture Topics:

- Hazmat systems, regulations, and responder responsibilities
- Exposure risks, toxicology, and site safety
- PPE overview and safety program elements

In-Person Skill Drill:

- PPE show and tell (Hands- On)
- HazMat Rig Walkthrough

### **Week 2 – Incident Command and the Eight Step Process**

Pre-Reading: Chapters 3 and 4

Virtual Lecture Topics:

- ICS roles and structure in hazmat response
- Command challenges and communication
- Overview of the Eight Step Process

In-Person Skill Drill:

- Basic monitor familiarization
- Monitoring demonstration and practice
- PPE donning and doffing (A)

**Week 3 – Site Management and Hazard Identification**

Pre-Reading: Chapters 5 and 6

Virtual Lecture Topics:

- Establishing control zones and staging areas
- Evacuation and shelter-in-place decisions
- Identifying hazardous materials: containers, markings, and documentation

In-Person Skill Drill:

- Container- placarding recognition and ID exercise
- Creating and mapping a basic site layout
- PPE donning and doffing (B)

**Week 4 – Hazard Behavior and Risk Evaluation**

Pre-Reading: Chapter 7

Virtual Lecture Topics:

- Properties of hazardous substances and risk principles
- Using reference tools (ERG, NIOSH, CAMEO, ERDSS)
- Developing an incident action plan

In-Person Skill Drill:

- Physical and chemical properties unknown classification drill
- Resources and references drill

**Week 5 – PPE, Tactical Planning, and Coordination**

Pre-Reading: Chapters 8, 9, and 10

Virtual Lecture Topics:

- PPE levels, materials, and respiratory protection
- Developing strategic and tactical goals
- Coordinating internal and external resources

In-Person Skill Drill:

- PPE Comfortability Drill
- HazMat Rig Scavenger Hunt

**Week 6 – Decontamination, Termination, and Final Scenario**

Pre-Reading: Chapters 11 and 12

Virtual Lecture Topics:

- Decontamination types and procedures
- Termination, documentation, and liability
- Full Eight Step Process® review and course wrap-up

In-Person Skill Drill:

- Decon Corridor set-up / takedown
- PPE Comfortability Drill

**Final Evaluation Phase**

Two In-Person Training Days

- Practical application and skills integration
- Scenario-based performance assessments

Final Written Exam

- 100 multiple-choice questions based on textbook content
- Minimum passing score: 70%



## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 8, 2024

**AGENDA ITEM:** Consider approving seasonal golf Starter Ranger contractors

**PREPARED BY:** Tom Beaudry

**BACKGROUND: SEE ATTACHED.**

The golf course is now open. Below are the list of 2025 seasonal Starter Ranger contractors for Pokegama Golf Course.

**REQUESTED COUNCIL ACTION:**

Make a motion to approve the attached list of 2025 seasonal contractors at Pokegama Golf Course.

Bob Cahill	Starter Ranger Contractor
Jerrold Stark	Starter Ranger Contractor
Kent Baril	Starter Ranger Contractor
Jeff Fraizer	Starter Ranger Contractor
Adam Sadlemeyer	Starter Ranger Contractor
James Cambell	Starter Ranger Contractor
Scott Anderson	Starter Ranger Contractor
Roger Anderson	Starter Ranger Contractor
Tom Hanna	Starter Ranger Contractor
Judy Taylor	Starter Ranger Contractor
Corey Gice	Starter Ranger Contractor
Joe Pollard	Starter Ranger Contractor
Dione Burger	Starter Ranger Contractor
Blake Thompson	Starter Ranger Contractor
Nancy Hanna	Starter Ranger Contractor
Dave Jollison	Starter Ranger Contractor

## AGREEMENT FOR SERVICES

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1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
2. **Term.** The term of this Agreement shall run from April 1, 2025 through October 15, 2025 or as directed by the Director of Golf for the Pokegama Golf Course.
3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 2025. In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.
4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

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9. **City Contact.** City's designated contact with regard to this Agreement is \_\_\_\_\_

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

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

Tasha Connelly, Mayor

\_\_\_\_\_

By:.....

Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the **City of Grand Rapids**, a Minnesota municipal corporation (hereinafter "City"), and Dancy Horne whose address is 3910 Golf Course Rd Grand Rapids MI (hereinafter "Contractor"), for purposes of providing Starter/Ranger services to the Pokegama Golf Course in Grand Rapids.

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2. **Term.** The term of this Agreement shall run from April 1, 2025 through October 15, 2025 or as directed by the Director of Golf for the Pokegama Golf Course.

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6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

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

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

Tasha Connelly, Mayor

\_\_\_\_\_

By: .....

Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the City of Grand Rapids, a Minnesota municipal corporation (hereinafter "City"), and Blete Thorsen whose address is 3910 Golf Course Rd GR (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

Tasha Connelly, Mayor

\_\_\_\_\_

By: .....

Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the **City of Grand Rapids**, a Minnesota municipal corporation (hereinafter "City"), and Diane Deyer whose address is 3910 Golf Course Rd Grand Rapids (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

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**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

Tasha Connelly, Mayor

\_\_\_\_\_

By: .....

Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

Tasha Connelly, Mayor

\_\_\_\_\_

By: .....

Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the **City of Grand Rapids**, a Minnesota municipal corporation (hereinafter "City"), and Corey Gicc whose address is 3910 Golf Course Rd (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

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8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is \_\_\_\_\_

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

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

Tasha Connelly, Mayor

\_\_\_\_\_

By: .....

Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the **City of Grand Rapids**, a Minnesota municipal corporation (hereinafter "City"), and Jody Taylor whose address is 3710 Golf Course Rd Grand Rapids, MI (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
2. **Term.** The term of this Agreement shall run from April 1, 2025 through October 15, 2025 or as directed by the Director of Golf for the Pokegama Golf Course.
3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 2025. In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.
4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is \_\_\_\_\_

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

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

Tasha Connelly, Mayor

\_\_\_\_\_

By:.....

Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the City of Grand Rapids, a Minnesota municipal corporation (hereinafter "City"), and Jon Hanne whose address is 3910 Golf Course Rd GR MI (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.

2. **Term.** The term of this Agreement shall run from April 1, 2025 through October 15, 2025 or as directed by the Director of Golf for the Pokegama Golf Course.

3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 2025. In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.

4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.

5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is \_\_\_\_\_

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

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

Tasha Connelly, Mayor

\_\_\_\_\_

By: .....

Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the City of Grand Rapids, a Minnesota municipal corporation (hereinafter "City"), and Ernest Anderson whose address is 3910 Golf Course Rd GRAND RAPIDS (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
2. **Term.** The term of this Agreement shall run from April 1, 2025 through October 15, 2025 or as directed by the Director of Golf for the Pokegama Golf Course.
3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 2025. In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.
4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is \_\_\_\_\_

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

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

Tasha Connelly, Mayor

\_\_\_\_\_

By:.....

Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the City of Grand Rapids, a Minnesota municipal corporation (hereinafter "City"), and Scott Anderson whose address is 3910 Golf Course Rd Grand Rapids (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.

2. **Term.** The term of this Agreement shall run from April 1, 20<sup>25</sup> through October 15, 20<sup>25</sup> or as directed by the Director of Golf for the Pokegama Golf Course.

3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 20<sup>25</sup>. In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.

4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.

5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is \_\_\_\_\_

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

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

\_\_\_\_\_

By: .....  
Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the **City of Grand Rapids**, a Minnesota municipal corporation (hereinafter "City"), and Gus Gambell whose address is 3810 Golf Course Rd Grand Rapids (hereinafter "Contractor"), for purposes of providing Starter/Ranger services to the Pokegama Golf Course in Grand Rapids.

1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
2. **Term.** The term of this Agreement shall run from April 1, 2005 through October 15, 2005 or as directed by the Director of Golf for the Pokegama Golf Course.
3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 2005. In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.
4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is \_\_\_\_\_

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

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

Tasha Connelly, Mayor

\_\_\_\_\_

By: .....

Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the **City of Grand Rapids**, a Minnesota municipal corporation (hereinafter "City"), and Jerry Steple whose address is 3710 G.C Rd Grand Rapids (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
2. **Term.** The term of this Agreement shall run from April 1, 2025 through October 15, 2025 or as directed by the Director of Golf for the Pokegama Golf Course.
3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 2025. In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.
4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is \_\_\_\_\_

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

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

\_\_\_\_\_

By: .....  
Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the **City of Grand Rapids**, a Minnesota municipal corporation (hereinafter "City"), and Allen Seidlmeier whose address is 3910 Golf Course Rd Grand Rapids, MI (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
2. **Term.** The term of this Agreement shall run from April 1, 2025 through October 15, 2025 or as directed by the Director of Golf for the Pokegama Golf Course.
3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 2025. In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.
4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute ansmg between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is \_\_\_\_\_

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

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

Tasha Connelly, Mayor

\_\_\_\_\_

By: .....

Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the **City of Grand Rapids**, a Minnesota municipal corporation (hereinafter "City"), and Paul Ser. A whose address is 3910 East Course Rd (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
2. **Term.** The term of this Agreement shall run from April 1, 2025 through October 15, 2025 or as directed by the Director of Golf for the Pokegama Golf Course.
3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 2025. In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.
4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is \_\_\_\_\_

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

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

\_\_\_\_\_

By: .....  
Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the **City of Grand Rapids**, a Minnesota municipal corporation (hereinafter "City"), and Jeff Trautner whose address is 3910 Golf Course Rd GR (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
  
2. **Term.** The term of this Agreement shall run from April 1, 20\_\_ through October 15, 20\_\_ or as directed by the Director of Golf for the Pokegama Golf Course.
  
3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 2025. In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.
  
4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
  
5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is

\_\_\_\_\_

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

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

Tasha Connelly, Mayor

\_\_\_\_\_

By: .....

Tom Pagel, City Administrator

## AGREEMENT FOR SERVICES

TIDS CONTRACT is made and entered into by and between the City of Grand Rapids, a Minnesota municipal corporation (hereinafter "City"), and Bob Cech whose address is 18 horse shoe drive Grand Rapids, MI (hereinafter "Contractor"), for purposes of providing Starter Ranger services to the Pokegama Golf Course in Grand Rapids.

1. **Scope of Services.** The services to be performed by Contractor on behalf of the City are set forth on the attached Exhibit "A," which is attached hereto and incorporated herein by reference.
2. **Term.** The term of this Agreement shall run from April 1, 2025 through October 15, 2025 or as directed by the Director of Golf for the Pokegama Golf Course.
3. **Compensation.** Monetary compensation shall be in the form of a one-time payment of \$200 payable on or before November 15, 2025. In addition to monetary compensation, Contractor shall be allowed to play unlimited golf and use the driving range at no charge during the term of employment under this Agreement, as well as having the use of a golf cart at no charge (additional riders other than Contractor shall pay the normal cart fee). The spouse of Contractor shall be allowed to purchase season passes at the price difference between the individual season pass rates and the family season pass rates.
4. **Termination.** Neither party may cancel this Agreement except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
5. **Independent Contractor.** Contractor shall perform the services under this Agreement as an independent contractor and shall not be considered an employee, agent or representative of City. No portion of the work under this Agreement shall be sublet, sold, transferred, assigned or otherwise disposed of except with the prior written consent of the City. Nothing in this Agreement shall be interpreted as authorizing Contractor to act as an agent or representative for or on behalf of the City, or to incur any obligation of any kind on behalf of the City. Contractor agrees that no health/hospitalization benefits, workers' compensation benefits or similar benefits will inure to the benefit of Contractor as a result of this Agreement.

6. **Indemnification.** Contractor shall indemnify, defend and hold harmless the City, the Pokegama Golf Course, and their officers, agents, employees, successors and assigns from any and all claims, lawsuits, losses and liability arising out of Contractor's failure to perform his/her duties and obligations under this Agreement or in connection with the negligent performance of Contractor's duties or obligations, including but not limited to any claims, lawsuits, losses or liability arising out of Contractor's services under this Agreement.

7. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may be entered as a judgment in any court in the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

8. **Entire Agreement.** It is understood and agreed that the entire agreement of the parties is contained herein and this agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts in effect between the city and Contractor relating to the subject matter hereof.

9. **City Contact.** City's designated contact with regard to this Agreement is \_\_\_\_\_

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

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

**CITY OF GRAND RAPIDS**

**CONTRACTOR**

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

Tasha Connelly, Mayor

\_\_\_\_\_

By: .....

Tom Pagel, City Administrator



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider approving quote from TimeClock Plus, LLC and authorize necessary signature.

**PREPARED BY:** Laura Pfeifer

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**BACKGROUND:**

Implementation of the new City-wide Enterprise Resource Planning (ERP) software has necessitated another biometric device from TimeClock Plus, LLC to provide the functionality of clocking in and out. Implementation and hardware costs are expected at \$2,892.96 and annual subscription at \$568.80.

**RECOMMENDATION:**

Make a motion to approve a quote from TimeClock Plus, LLC for \$3,394.75 with implementation costs to be paid from the capital equipment replacement fund and prorated subscription from general fund and authorize necessary signature.



## CLIENT INFORMATION

Shipping Method: UPS Ground

Purchased for: City of Grand Rapids  
Bill To: City of Grand Rapids

Contract Contact Name: Laura Pfeifer

Billing Address: 420 N Pokegama Ave  
Grand Rapids, Minnesota 55744  
United States

Contract Contact Email: lpfeifer@ci.grand-rapids.mn.us

Billing Contact Name: Accounts Payable

Billing Contact Email: ap@ci.grand-rapids.mn.us

Billing Contact Phone: (616) 456-3000

## BILLING TERMS

PAYMENT TERM	PAYMENT METHOD
NET 30	CHECK

ITEM DESCRIPTION	PRICE PER UNIT	QUANTITY	CHARGE TYPE	ANNUAL TOTAL	ORDER TOTAL
HARDWARE SUPPORT & MAINTENANCE	\$568.80	1	Recurring	\$ 568.80	\$501.79
RDT + FINGERPRINT	\$2,501.10	1	One-Time	N/A	\$2,501.10
POWER OVER ETHERNET (POE) 802.3AF	\$342.90	1	One-Time	N/A	\$342.90
HARDWARE S&H	\$48.96	1	One-Time	N/A	\$48.96

ANNUAL TOTAL	\$568.80
ORDER SUBTOTAL	\$3,394.75
TAXES	\$0.00
GRAND TOTAL	\$3,394.75
CURRENCY	USD

QUOTE EXPIRATION DATE : 05/10/2025

SPECIAL TERMS: ADDITIONAL CLOCK W/ POE

### SERVICE TERMS & CONDITIONS

TimeClock Plus, LLC ("TCP") a Delaware limited liability company, will provide Client and its authorized Employees and Users access to the Services during the Initial Service Term in accordance with the complete terms and conditions (collectively the "Licensing Agreement") previously entered into between TCP and Client.

TCP reserves the right to modify the Licensing Agreement at TCP's sole discretion provided that changes shall not materially decrease the Services features and functionalities that Client has subscribed to during the then-current term. Should TCP make any modifications to the Licensing Agreement, TCP will post the amended terms on the applicable URL link and will update the "Last Updated Date " within such documents to notify Client of said changes.

This Order Form is entered into as of the Contract Start Date contained herein (the "Effective Date") by and between TimeClock Plus, LLC and the entity named in the Bill To section herein (the "Client"), and is subject to the Licensing Agreement. In the event of any conflict between the Order Form and the Terms and Conditions (as applicable), the terms of the Order Form shall control.

Client shall pay all fees or charges in accordance with those outlined on the Order Form. Except for cases of TCP breach, all fees are committed and non-cancelable during the term of the agreement.

The individuals executing this Agreement on behalf of each Party represent and warrant to the other Party that they are fully authorized and legally capable of executing this Agreement on behalf of such Party and that such execution is binding upon such Party.

Accepted by:

Client TimeClock Plus, LLC

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

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

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





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14, 2025  
**AGENDA ITEM:** Consider approving on-sale liquor license for The Pines Restaurant.  
**PREPARED BY:** Kimberly Gibeau

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### **BACKGROUND:**

Kyle & Amanda Lussier, owners of The Pines Restaurant have submitted an application for an on-sale liquor license. Once approved by Council, the application will be forwarded to the State of Minnesota Alcohol and Gambling Enforcement Division for inspection and final approval. Target opening is planned for June 1, 2025.

### **REQUESTED COUNCIL ACTION:**

Make a motion to approve on-sale liquor license for The Pine Restaurant, located at 12 NW 3<sup>rd</sup> Street, Grand Rapids pending receipt of all required documentation.



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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider GMP Consultants Director of Finance Recruitment Proposal.

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

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### BACKGROUND:

The City requests authorization to engage the services of a professional recruitment firm to assist in the hiring process for the Director of Finance position.

The Director of Finance is a critical leadership role responsible for overseeing the City's financial planning, budgeting, reporting, and overall fiscal health. Given the strategic importance of this position, it is imperative that we attract a highly qualified and experienced candidate. A recruitment firm specializing in executive-level municipal placements will provide the expertise, resources, and reach necessary to identify and evaluate top-tier candidates.

The hiring process for such a key role is complex and time sensitive. Utilizing a recruitment firm will help ensure a thorough, efficient, and competitive process that aligns with the City's goals and standards.

We have received four (4) proposals from recruitment firms and are recommending entering into an agreement with GMP Consultants for the Director of Finance recruitment. The fee for conducting a Director of Finance search is \$18,000 plus expenses. Examples of expenses includes website, job board advertising (\$1,600 - \$2,200 est.), direct mail announcements (\$1,300 - \$1,900 est.), travel, and background checks (approx.\$225 per candidate). Full recruitment for this position is expected to take 3-months to complete.

The cost for this recruitment expense will be paid from the Administration budget.

### REQUESTED COUNCIL ACTION:

Make a motion to enter into an agreement with GMP Consultants for Director of Finance Recruitment, as outlined in the GMP Consultants Engagement Letter.



APRIL 2025

# Director of Finance Recruitment Proposal

FOR THE CITY OF GRAND RAPIDS, MN

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PRESENTED BY

**Greg M. Prothman**

President, GMP Consultants

**GMP CONSULTANTS**

Greg@gmphr.com

(206) 714-9499

www.gmphr.com



April 4, 2025

Ms. Chery Pierzina  
Human Resources Officer  
City of Grand Rapids  
420 Pokegama Ave  
Grand Rapids, MN 55744

Dear Ms. Pierzina,

Thank you for the opportunity to provide a proposal to assist the City of Grand Rapids with the recruitment of its next Director of Finance. GMP is well positioned to partner with the City as we conducted the recruitment for the City of Blaine's current Finance Director and are currently conducting or recently completed national Finance searches for:

- City of Apple Valley, MN
- City of Blaine, MN
- City of Golden, CO
- City of Phoenix, OR
- City of Sandy, OR
- City of Maple Valley, WA
- City of Moab, UT
- Mountain View Fire & Rescue, WA

These and other recently completed searches provide us with an excellent knowledge of finance director candidates. Having conducted over 750 total recruitments including 118 finance recruitments, we believe GMP's proven process provides a best practices approach to attracting high-quality candidates and ensuring a good fit for your organization. We have earned a reputation for providing superior service and building lasting relationships with both clients and candidates.

If you have any questions or would like to discuss your specific needs, please do not hesitate to contact me at (206)714-9499 or [Greg@gmphr.com](mailto:Greg@gmphr.com). I look forward to hearing from you and hope to have the opportunity to work together soon.

Sincerely,

A handwritten signature in blue ink, appearing to read "Greg Prothman", written over a horizontal line.

Greg M. Prothman  
President  
GMP Consultants



## ABOUT GMP CONSULTANTS

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GMP Consultants is a public sector executive search firm with a collective 240 years of local government leadership experience with both regional and national relationships. GMP Consultants offer our clients experienced subject matter experts with a solid understanding of local government coupled with decades of experience. We have served in a wide range of executive positions, from city and county management to public works, human resources, police, fire, park & recreation and finance.

### Our Qualifications

Founded and led by Greg M. Prothman, formerly the CEO and driving force of Prothman, GMP consultants have worked on over 750 executives searches and over 100 public sector consulting projects. All our senior search consultants are active in both ICMA and local state level city management associations or in their respective professional associations.

### Our Philosophy

Our business philosophy centers on the understanding that this is a “people” related industry. We have a reputation for providing superior service and building lasting relationships with both clients and candidates. We believe that attention to others’ needs is the key to effective customer service.

### Why Choose GMP?

What you get with GMP Consultants is personal service. You appreciate it when phone calls are returned, projects stay on schedule and your challenges are given thorough and creative thinking. While other companies may assign your business to lesser experienced staff, we offer exceptional service from senior-level consultants

- **Service & Relationship** - Our consultants have a reputation for providing outstanding service and building lasting relationships with both clients and candidates.
- **Customized Solutions** - We take the time to become familiar with your organization to ensure that we offer the best solution and not just a single service.
- **People First** - We work closely with you and your candidates through every stage of the recruitment process, creating a welcoming candidate experience and ensuring an effective recruitment outcome.
- **Team Approach** - With over a dozen local government executives who bring experience from west coast to east coast, our consulting group works as a team to leverage their networks to assist with each assignment and give your challenges thorough and creative thinking.

**GMP Consultants Mission:** *To provide exceptional executive search, interim placements, and organizational consulting services partnering with our clients to provide the highest quality services to their residents.*



## PROJECT TEAM MEMBERS

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### **Greg M. Prothman – President**

Greg offers a unique combination of 20+ years of experience in various functions of government and 25 years of experience in public sector recruitment. Prior to forming GMP Consulting, Greg founded and was the driving force at Prothman Company as its CEO. Prior he was a partner at Waldron & Company. Early in his career Greg served as a police officer for the University of Washington and the City of Renton. He left police work after completing his Master's degree in Public Administration and accepted an administrative position for the City of Des Moines, WA. He was quickly promoted to Assistant City Manager and then City Manager. A Seattle native, Greg completed his BA at Western Washington University and his Master of Public Administration (MPA) degree from the University of Washington. Additionally, he completed the Senior Executives in State and Local Government program at Harvard University. Greg is a volunteer member of Seattle Mountain Rescue and a member of Crystal Mountain Ski Patrol.

### **Linda Woulfe – Co Lead Senior Consultant**

Linda brings over 26 years of municipal service in Minnesota at both the city and county level. Her experience includes 19 years as City Administrator in Pine City and Cambridge where she developed and implemented new economic development strategies for business retention and was integral in developing long-term infrastructure plans for water, wastewater, sewer, and roads. Linda also brings years of experience in labor negotiations and annexations. She spent 14 years working for the League of Minnesota Cities and League of Minnesota Cities Insurance Trust in multiple roles. Since her retirement from the City of Cambridge, Linda has served as an Interim City Administrator for multiple Minnesota communities, helping them through key times of transition. Linda completed the University of Minnesota Public Sector Human Resource Certification Program from Carlson School of Management and holds a bachelor's degree in public administration from Metropolitan State University. Linda enjoys outdoor photography and hiking with her husband (Tony) of 43 years.

### **Jeff Weldon – Co Lead Senior Consultant**

Jeff served 29 years in municipal management in Minnesota and South Dakota including city manager for Brookings and Yankton, SD; city administrator for Redwood Falls, MN; and assistant city administrator for Apple Valley, MN. Jeff was also an adjunct instructor at South Dakota State University in Public Administration and State and Local Government. Jeff currently serves local government managers in Minnesota and South Dakota with career and professional development as a Senior Advisor for the state associations. Jeff holds a Bachelor's Degree from Minnesota State University and a Master's Degree from Hamline University. He was active with the Coalition of Greater Minnesota Cities, Minnesota City/County Management Association, South Dakota Municipal League, and the International City Management Association (ICMA). Jeff is a strong advocate for community involvement and has been involved with his church, the United Way, Rotary and Lions clubs, and the Chamber of Commerce. Jeff and his wife, Tracie, have two grown children and five grandchildren. His hobbies and spare time activities include camping, boating, fishing, golf, travel, woodworking, pencil sketching and reading presidential biographies and Civil War history.

### **Kate Hansen – Operations Manager**

Kate brings over 20 years of project management and administration experience spanning private business, nonprofit, and government. She is a certified Project Management Professional (PMP) and holds a B.A. in Theatre from Chapman University, with an emphasis in stage management. Kate brings a distinguishing blend of attention to detail, creativity, and critical thinking. Having served as a political campaign manager, fire



district administrator, and elected official, Kate possesses multi-faceted experience in local government. She has also served on the Board of Directors for multiple non-profits.

#### **Sarah Marsh – Content Designer**

Sarah brings a background across nonprofit, business, government, and education sectors. She holds an M.B.A in Organizational Behavior & Development from the University of Vermont. She also publishes in the field of American History and is the author of two award-winning children's books with Disney-Hyperion and Little, Brown. Sarah has a heart for researching and highlighting what makes a community and organization special.

#### **Brenda Gabbitas – Project Manager**

Brenda has over a decade of experience working with many communities around the globe in both public and private sectors. She leans on her experiences to build lasting relationships with everyone she works with while delivering unparalleled levels of service. Brenda holds a Bachelor's of Education in Early Childhood Development from Utah Valley University.

#### **Jessica Newman – Project Manager**

Having worked within the U.S. and internationally, Jessica brings a wide cultural perspective and strong communication skills to her work with both clients and associates. While using her background in graphic design and social media marketing to apply skills such as creative thinking, problem solving, and attention to detail across all projects. Jessica has a Bachelor's Degree in Linguistics from Brigham Young University.

## **WORKPLAN & APPROACH**

GMP Consultants have conducted hundreds of successful executive searches refining our process along the way. We provide the workplan, but you are in charge, we customize every recruitment to meet your needs. We partner with you with the goal of finding a highly qualified candidate who is the perfect "fit" for your organization.

## **INFORMATION GATHERING & RECRUITMENT PROFILE DEVELOPMENT**

### **Review and Finalize Search Process and Schedule**

We'll meet with the City and staff to:

- Review and modify as needed the project scope of work and process
- Establish a project schedule
- Identify the geographic scope of the recruitment
- Review the compensation package
- Identify key stakeholders
- Review the job description
- Review and discuss any additional issues as needed

### **Profile Research and Stakeholder meetings**

Our goal is to thoroughly understand your organization, current challenges, timeline, and preferred qualifications for this recruitment. We would like to meet with:

- City Administrator
- Leadership Team
- Finance Department Members
- Advisory Boards (if any)
- Others as Directed
- Review All Relevant Documents



### Develop, Review, and Approve a Detailed Recruitment Profile & Invitation

We'll create a detailed recruitment profile highlighting the strengths of your job opportunity. If requested, we will assist in reviewing the position compensation and will make recommendations that are consistent with comparable agencies and the market. Examples of prior recruitment profiles are included in this proposal and typically feature the following:

- Why Apply?
- Community Profile
- Quality of Life Opportunities
- The Organization, Department, & Position
- The Ideal Candidate
- Challenges & Opportunities
- Compensation & Benefits
- Your Social Media (if applicable)

### STRATEGIC MARKETING

Our goal is to not only reach candidates who are actively looking for a new job but those who are happy in their current assignment but who could be intrigued and interested in your opening. We research and develop a personalized national advertising strategy designed to reach all potential qualified candidates for your City. The Advertising Strategy is comprised of four components:

- Targeted National Advertisement
- Mailed "Invitation to Apply" Flyers
- Personal Calls by Lead Consultants
- Emails to potential Candidates

**Targeted Advertisement** - We develop a custom national advertisement plan highlighting the City and the Director of Finance opening, placing ads in websites and job boards. Potential locations include:

- League of Minnesota Cities
- Minnesota Government Finance Officers Association
- Minnesota Society of CPAs
- Government Finance Officers Association
- Wisconsin Government Finance Officers Association
- Great Plains Government Finance Officers Association
- South Dakota Government Finance Officers Association
- Illinois Government Finance Officers Association
- Michigan Government Finance Officers Association
- Ohio Government Finance Officers Association
- Kanas Government Finance Officers Association
- Government Jobs
- GMP Website
- GMP LinkedIn Site

**Development of Candidate Database for Direct Mail Invitations** – We create a customized *Invitation to Apply* flyer (examples are included) and then develop a database of potential candidates. We will mail letters of invitation to agencies of comparable size and geographical range as appropriate for your desired focus.

**Emails to Potential Candidates** – We will create and email distribution list to promising finance director and assistant director candidates

**Personal Calls by our Lead Consultants** – We will reach out to potential candidates who might be a good fit or who are looking for their next challenge. We will also reach out to our personal knowledge of finance directors to make them aware of your opportunity.



## CANDIDATE EVALUATION & PRESENTATION

### Candidate Application Materials

- **Application** – Candidates are asked to submit a cover letter, application, resume, and five professional references of peers, subordinates and supervisors.
- **Communication** – We provide you with a summary of the advertising strategy, number of applications, and number of candidates we selected for a preliminary interview.
- **Review of Applications (if requested)** – Occasionally some clients wish to review all the application materials prior to our selection of candidates for a preliminary interview. We are happy to facilitate this if desired.

**Preliminary Candidate Interviews** – Once a candidate has indicated an interest in the position, we complete a multi-step screening:

- **Review** – Evaluate all candidate application materials
- **Select** – Identify the most promising candidates for a preliminary interview
- **Research** – Conduct an in-depth internet inquiry on each candidate to identify any concerning issues to be reviewed with the candidate
- **Interview** – Your lead consultant conducts an in-depth preliminary interview with the most promising candidates
- **Summarize** – Provide a written summary of our observations of each candidate's strengths, weaknesses and potential fit with your agency
- **Recommend** – Provide recommendations on each candidate for further consideration

**Work Session** – We meet with you to review the results of the preliminary interviews. Our goal is to provide comprehensive information on each of the most promising candidates, providing you with the needed data to make quality decisions on each applicant.

- **Deliverables** – Prior to the meeting, we provide with sufficient time to review:
  - **Candidate Packets** that include their cover letter, resume, supplemental questions, our consultant's interview notes, and internet search results
  - **Candidate Summary Sheet** with a snapshot of each candidate and consultant's recommendations
- *(If requested)* A complete file of remaining candidates' application materials
- **Candidate Review** – We review and discuss each candidate's materials and interview results
- **Finalist Candidate Selection** – You select those candidates to move forward for a final interview
- **Final Interview Design** – We help you decide on the structure of the interviews, including the panel participants and facilitators, tailoring our process to fit your needs
- **Coordinate Candidate Travel** – We identify which candidate travel expenses you wish to cover
- **Interview Questions** – Identify any interview topic areas of interest from which we can develop potential interview questions

## FINAL INTERVIEWS & CANDIDATE SELECTION

**Prior to the final Interviews we:**

- **Conduct Reference Checks** – We conduct professional reference checks on each candidate, requesting the names of supervisors, subordinates, and peers
- **Conduct Background Checks** – Background checks include Education Verification, Criminal History, Driving Record, and Sex Offender Check
- **Facilitate Candidate Travel** – Based on your guidance we coordinate the most cost-effective travel arrangements and ensure the candidate has information regarding their interviews and times.



- **Develop a Master Interview Schedule** – We work with you to identify interview venues and then develop a master interview schedule
- **Develop Draft Interview Questions** – Provide draft interview questions for your review for each advisory panel (if used)
- **Provide Final Interview Materials** – Provide finalist packets for each candidate in a PDF file for printing by your agency as well as the master schedule
- **Coordinate Final Interviews** – We will work hand-in-hand with your team to coordinate all of the details of conducting the final interviews

#### Final Interviews

- **Facilitate Final Interviews** – Your lead-consultant will be on site to facilitate the final interview process
- **Facilitate Panel Debrief** – After interviews are complete, we facilitate a debrief with all advisory panels on each candidate's strengths and areas needing support as information for your hiring authority
- **Candidate Evaluation** – As needed, we facilitate your evaluation of the candidates and potential consensus on a preferred candidate, including any additional candidate referencing or research

**Candidate Selection & Appointment** – Once you have identified a preferred candidate, we:

- Facilitate and identify potential contract elements with you
- Assist with the job offer and contract negotiations leading to an employment agreement
- Notify all of the unsuccessful finalists
- *Celebrate the selection of your new Director of Finance!*

### RECRUITMENT SCHEDULE EXAMPLE (FULL RECRUITMENT)

Full Recruitments take approximately 90 days to complete.

<b>Kickoff Meeting</b>		<b>City &amp; GMP:</b> Meet to discuss timeline & search process
<b>Profile Development</b>	Week 1-2	<b>GMP:</b> Meet with key stakeholders & create position profile
<b>Advertising</b>	Week 3-7	<b>GMP:</b> Post online ads; send direct mailing
<b>First Review</b>	Week 8-9	<b>GMP:</b> Conduct preliminary interviews with most promising candidates
<b>Work Session</b>	Week 10	<b>GMP &amp; City:</b> Meet to review semifinalists and choose finalist candidates
<b>Final Interview Preparation</b>	Week 11-12	<b>GMP:</b> Conduct background & reference checks, complete final Interviews schedule, coordinate travel with candidates
<b>Final Interviews</b>	Week 12	<b>City:</b> Hosts finalist interviews <b>City:</b> Makes hiring selection



## PROFESSIONAL REFERENCES

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### City of Blaine, MN

Michelle Wolfe, City Manger  
mwolfe@blainemn.gov  
763 785 6121  
*Finance Director*  
*Human Resource Manager*

### City of Brainard, MN pop. 14,750

Kris Schubert - Human Resource Director  
kschubert@ci.brainard.mn.us  
218 828 2307  
*City Administrator*  
*Utilities Director*

### City of Golden, CO

Scott Vargo – City Manager  
svargo@cityofgolden.net  
303 384 8010  
*Finance Director – in progress*

### City of North Branch, MN pop. 12,117

Kevin Schieber, Mayor  
kevins@ci.north-branch.mn.us  
763-443-5951  
*City Administrator - recently completed*

## PROFESSIONAL FEE

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The fee for conducting a Director of Finance Search is \$18,000 plus expenses.

The professional fee covers all consultant and staff time required to conduct the recruitment. Professional fees are billed in three equal installments: at the beginning, halfway, and upon completion of the final interviews. The City will be responsible for reimbursing expenses incurred on the City's behalf.

Expenses include:

- Websites, job boards and other advertising (\$1,600 – 2,200 est.)
- Direct mail announcements (\$1,300 - \$1,900 est.)
- Consultant travel: Mileage at IRS rate and \$82.50 per hour, plus hotel for overnight accommodation
- Background checks (approx. \$225 per candidate)

The City has the right to cancel the search at any time. The City's only responsibility would be the fees and expenses incurred prior to cancellation.

## GUARANTEE & WARRANTY

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Should the selected candidate leave the employment of the City within the first 18 months of appointment, we will conduct one additional recruitment for the cost of expenses only, if requested to do so within six months of the employee's departure. If the major elements of the process are followed and a candidate is not chosen, we will repeat the recruitment for only a \$750 administrative fee plus expenses.

## FINANCE SEARCHES CONDUCTED OR MANAGED BY GMP CONSULTANTS

**City of Apple Vally, MN**

Finance Director

**City of Ashland, OR**

Finance Director

**City of Arlington, WA**

Finance Director

**City of Avon, CO**

Finance Director

**Beacon Hill Water and Sewer District, WA**

Accounting Clerk

**City of Bainbridge Island, WA**

Deputy Finance Director

Finance Director

**City of Bandon, OR**

Finance Director

**City of Battle Ground, WA**

Finance Director

**City of Bend, OR**

Accounting Manager

Performance Analyst

Assistant Finance Director

**Ben Franklin Transit, WA**

Financial Services Director

Administrative Services

Manager

**City of Blaine, WA**

Finance Director

**City of Blaine, MN**

Finance Director

**City of Black Diamond, WA**

Finance Director

**City & Borough of Sitka, AK**

Controller

**City of Bremerton, WA**

Director of Financial Services

**City of Blaine, MN**

Finance Director

**Bonner County, ID**

Accountant

**City of Chehalis, WA**

Finance Manager

**City of Cle Elum, WA**

City Treasurer

**City of DuPont, WA**

Finance/Support Services  
Director

**City of Duvall, WA**

Finance Director

**City of Enumclaw, WA**

Finance Director

**Enumclaw Fire District, WA**

Finance & HR Specialist

**City of Federal Way, WA**

Finance Director

**City of Ferndale, WA**

Finance Director

**City of Fife, WA**

Finance Director

**City of Fircrest, WA**

Finance Director

**Gunnison County, CO**

Chief Financial Officer

**City of Golden, CO**

Finance Director

**City of Hermiston, OR**

Finance Director

**City of Issaquah, WA**

Finance Director

Deputy Finance Director

**City of Kenmore, WA**

Finance Director

**City of Kent, WA**

Finance Director

**City of Leavenworth, WA**

Finance Director/City Clerk

**City of Lincoln, NE**

Budget Officer

Finance Director

**City of Lincoln City, OR**

Finance Director

**City of Littleton, CO**

Finance Director

**City of Lynnwood, WA**

Finance Director

**City of Madris, OR**

Finance Director

**City of Maple Valley, WA**

Finance Director

**City of Medford, OR**

Chief Financial Officer

**City of Minot, ND**

Finance Director

**City of Moab, UT**

Finance Director

**City of Moses Lake, WA**

Finance Director

**City of Mukilteo, WA**

Finance Director

**City of Normandy Park, WA**

Finance Director

**City of North Bend, WA**

Finance Director

**City of Olympia, WA**

Public Works Finance

Manager

**City of Pacific, WA**

Lead Finance Technician

**City of Palos Verdes Estates, CA**

Finance Director

**City of Pasco, WA**

Finance Director

**City of Phoenix, OR**

Finance Director

**City of Port Angeles, WA**

Finance Director

**City of Port Townsend, WA**

Finance Director

**City of Prosser, WA**

Finance Director

**City of Renton, WA**

Administrative Services Mgr

**City of Salem, OR**

Chief Accountant

Chief Financial Officer

**City of Sandy, OR**

Finance Manager

**City of Sedro-Woolley, WA**

Finance Director

**City of Shelton, WA**

Finance Director

**City of Sheridan, WY**

Finance Director



**City of Shoreline, WA**  
 Administrative Services  
 Director

**City of Snohomish, WA**  
 Finance Director

**City of Snoqualmie, WA**  
 Chief Financial Officer

**City of Spokane Valley, WA**  
 Finance Director

**City of St Helens, OR**  
 Finance Director

**City of Stanwood, WA**  
 Finance Director

**City of Sunnyside, WA**  
 Finance Services Director  
 Deputy City  
 Manager/Finance Dir

**City of Tacoma, WA**  
 Accounting Services Division  
 Manager  
 Finance Director

**City of Vancouver, WA**  
 Budget & Planning Manager

**City of Walla Walla, WA**  
 Finance Manager

**City of Woodburn, OR**  
 Finance Director

**City of Yakima, WA**  
 Director of Finance & Budget

**Clackamas Fire District, OR**  
 Finance Director

**Covington Water District, WA**  
 Controller  
 Finance Director

**Curry County, OR**  
 Finance Director

**Deschutes County, OR**  
 Finance Director

**Douglas County, OR**  
 Deputy Finance Officer  
 Chief Financial Officer

**Elmhurst Mutual Power and Light, WA**  
 Director of Finance

**Graham Fire & Rescue, WA**  
 Chief Financial Officer  
 Gunnison County, CO  
 Deputy Chief Financial  
 Officer

**Jefferson County PUD No.1, WA**  
 Controller

**King County Housing Authority, WA**  
 Finance Director

**King County Sheriff, WA**  
 Chief Financial Officer

**Kittitas County, WA**  
 Chief Accountant/Budget  
 and Finance Director

**Klickitat County, WA**  
 Senior Accountant II  
 Chief Accountant

**LOTT Clean Water Alliance, WA**  
 Finance Manager

**Mountain View Fire & Rescue**  
 Finance Manager

**Snohomish County, WA**  
 Finance Director

**Spokane Fire Dist. 8, WA**  
 Finance Manager / Executive  
 Assistant

**Town of Erie, CO**  
 Finance Manager  
 Accounting Manager

**Whatcom Transportation Authority, WA**  
 Finance Director

**WORK SAMPLES: POSITION PROFILE AND INVITATION TO APPLY LETTER**

(Attached). Additional samples available at [gmphr.com](http://gmphr.com). Copyright © 2025 by GMP Consultants. All rights reserved.



# FINANCE DIRECTOR

## CITY OF BLAINE, MINNESOTA



### Why Apply?

This is an exciting opportunity to help shape the future growth of the city of Blaine, one of Minnesota's fastest growing suburban cities. With a current population of 70,979, Blaine is projected to reach 85,000 by 2030. This is an inviting community and a destination for nearly 7 million visitors a year. The City is well-managed with a strong and experienced department head team and enjoys a AAA bond rating. Blaine has a history of supportive councils and a strong Council-Staff relationship. This is a great opportunity for a forward-thinking, solutions-oriented individual to join a growing community and participate in exciting and career-defining projects.

# Welcome to **BLAINE**

Blaine, MN (pop. 70,979), the 10th largest city in the state, is one of the fastest growing cities in Minnesota and the largest in Anoka County. Situated just 13 miles from both downtown Minneapolis and St. Paul, Blaine is one of the metro area's largest suburbs.

Since its incorporation in 1964, Blaine has rapidly grown from a small rural community to a booming business and residential center. Blaine consists of 34 square miles of pristine wetlands and preserved woodland areas made even more appealing by attractive residential areas, viable industrial and commercial business parks, and thoughtful planning.

Blaine has over 2.5 million square feet of commercial development making it a regional hub for retail activity in the metro north area. Shopping options include the 1.3 million square foot regional Northtown Mall, National Market Center, Northcourt Commons Victory Village, and Village of Blaine. Blaine has eleven industrial parks and is home to nearly 1,500 businesses, including the corporate headquarters of Aveda Corporation, Bermo, Inc., Dayton Rogers Manufacturing Company, and Infinite Campus, a software development company. The Anoka County Airport is located in Blaine and is the Metro Area's busiest reliever airport.

Blaine is also home to Minnesota's Olympic-class training facility, the National Sports Center (NSC). The NSC is host to the USA Cup, which brings over 1,150 teams each summer from across the globe. Also, the NSC has the Schwann's Super Rink, eight Olympic sized ice sheets under one roof. The NSC draws over 4 million people to Blaine each year.



Item 27.



In 2000, the City saw the opening of the new Tournament Players Club (TPC) of the Twin Cities, a private 18-hole professional golf course, designed and owned by the PGA. This course is home to the 3M Open, a PGA Tour event that attracts 120,000 spectators annually. Also in Blaine is the Four Season's Curling Club, an Olympic training facility for curling.

The City of Blaine has 65 parks encompassing 753 acres of land. Blaine has many larger community parks that contain major athletic facilities, picnic areas and natural environment resources characteristic of Blaine. Over 75 miles of trail corridors interconnect parks, schools and open spaces. There is also an extensive City-County trail system with connections to County parks, pool facilities, campgrounds and nature parks. Blaine has 826 acres of open space land which includes 521 acres for the Blaine Wetland Sanctuary.

The City of Blaine is served by three school districts (Anoka-Hennepin #11, Centennial #12, and Spring Lake Park #16) with over 11,800 local students, as well as one community college. The University of Minnesota, the University of St. Thomas and six other colleges/universities are within easy commuting distance from Blaine.





Item 27.

[BlaineMN.gov](http://BlaineMN.gov)

## THE CITY OF BLAINE

The City of Blaine operates as a Home-Rule Charter City and is governed under the Council-Manager form of government. The City Council is a seven-member elected body with the Mayor elected at-large for a four-year term.

Councilmembers are elected for four-year staggered terms on a Ward basis. The City has three Council Wards with two councilmembers representing each district. Only one of the two ward representatives is up for re-election in any given year. The Mayor and Council are elected on a non-partisan basis.

The City Council appoints the City Manager who serves as the City's Chief Administrative Officer responsible for the day-to-day management of the City, its operations and overall financial administration/condition.

The City operates with a 2023 total budget of \$72.5 million, a General Fund budget of \$41.6 million, and a staff of 230 FTEs. As part of the north metro area, Blaine is a full-service community and also enjoys several regional services, including being a member of a regional fire service.

Several commissions and committees support municipal government including, but not limited to, the Charter Commission, Parks Advisory Board, Planning Commission, Senior Advisory Committee, National Resource Conversation Board, Traffic Commission and Special Board of Review.

## DEPARTMENTS

- Administrative Services
  - Human Resources
  - City Clerk
  - Communications
- Community Development
  - Planning
  - Building Inspections
- Finance & Technology
  - Information Technology
- Parks and Recreation
  - Senior Center
- Safety Services
  - Police
  - Community Standards
- Public Works (Streets, Parks, Water, Storm/Sanitary Sewer, Fleet)





View job  
description  
[here](#)

## THE FINANCE DIRECTOR

Under the general supervision and direction of the City Manager, the Finance Director will oversee a multi-division department that is intended to provide and maintain dependable, cost effective, and high-quality finance and technology services to City customers. The Director of Finance provides leadership in the planning, coordinating, directing, communicating, and evaluating a comprehensive finance/technology program consistent with City Council policies, federal, state, and metropolitan regulations. The Director is also a valued member of a six-member department head team.

## THE IDEAL CANDIDATE

- A strong advocate in supporting the Finance Department's ability to meet the needs of a rapidly growing community with increasing service delivery pressures and budgetary expectations.
- A strong understanding of economic development financing strategies and the ability to think creatively with staff and developers to find successful approaches for significant and complicated development projects.
- A solutions-focused and articulate leader with excellent presentation skills and the ability to communicate complicated financing concepts in a way easily understood by Council, Staff, and the general public.
- Capable of leading in a fast growth environment with attention to building staff capacity, ensuring long term financial integrity, and strengthening technology infrastructure to keep pace with long-range strategic goals and community expectations.
- An approachable leader with strong emotional intelligence who can be direct and compassionate with an existing strong departmental team.
- Understands the big picture and can translate it into a long-range plan with measurable outcomes that demonstrates progress.
- Supports collaboration and partnerships and can build trust in strengthening existing and new service delivery relationships.
- Strategically focused with the ability to prioritize issues and projects, and effectively communicate and delegate responsibilities.
- A seasoned professional who can hit the ground running and quickly align with the current departmental and organizational team.

# OPPORTUNITIES & CHALLENGES

Item 27.

**Financing Future Growth** – Blaine is an exciting local and regional environment that is expected to continue experiencing substantial commercial and residential growth, including several significant development projects. These investments and visitor traffic require a thoughtful long-range financial strategy, along with impact assessments on future service delivery demands.

**Maintaining AAA Bond Rating** – Blaine has been awarded a AAA bond rating by Standard and Poor's, which reflects a financially sound and well-managed Finance Department and organization. Maintaining this status and reputation are a top priority.

**Strong Organizational Culture** – The City of Blaine has a positive organizational culture with strong support and respect from the City Council for the City Manager and staff. The current department head team is tenured, strong, and energized about the future of the community.

**Internal Finance Policies and Practices** – As a rapidly growing community, the impact on local resources is continually requiring reassessment and adjustment. An important priority will be to review and update financial policies, procedures, and practices to ensure that the community's long-range financial operations remain sound and long-term needs are anticipated. This includes reviews of fund balance policies, purchasing procedures, cash management and forecasting, deferred maintenance planning, special assessment practices, and establishing an internal charge back system.

**Staffing and Organizational Development** – Blaine's finance department is highly functional. A high priority for the new FD will be the development of a long-range staffing plan to ensure this functionality remains and that Finance continues to deliver exceptional services to the community and staff.

**Long-term Capital Financial Planning** – Like many communities, many of Blaine's facilities and infrastructure are aging and poised for renewal and revitalization. It is an area that requires continual assessment to stay current with community needs, resident expectations, and staffing needs. Developing a successful program to address maintenance assets and infrastructure will be an important priority.



# EDUCATION & EXPERIENCE

A bachelor's degree in accounting, finance, or related field (master's degree preferred); six years of governmental accounting or finance related experience (municipal experience preferred); five years of supervisory experience; and a valid driver's license. Or any equivalent combination of knowledge, skills, and abilities necessary to perform the work.

# COMPENSATION & BENEFITS

The City of Blaine is offering an annual salary range of \$144,66 to \$188,032 for this position, dependent upon experience and qualifications, along with a comprehensive benefits package.



Item 27.



# RESOURCES

[City of Blaine](#)

[2023 City Budget](#)

[CityConnect Newsletter](#)

[2020-2023 City Strategic Plan](#)

[Finance Functional Org Chart](#)

[Metro North Chamber of Commerce](#)

[Twin Cities North Chamber of Commerce](#)



BlaineMN.gov



# TO APPLY

Apply Online: [gmphr.com](http://gmphr.com)

First Review: **May 22, 2023**

More Info: Matt Fulton, GMP Consultants  
[mfulton@gmphr.com](mailto:mfulton@gmphr.com) / (651) 242-2422





# WHY APPLY?

This is an exciting opportunity for a strategic, detail-oriented Finance Director to join the City of Apple Valley and lead their financial strategies, enhance fiscal responsibility, and support the City’s development.

With a strong focus on innovation, family values, safety, and community engagement, Apple Valley is a thriving, forward-thinking city. The City of Apple Valley invites you to become a part of the exceptional leadership team that plays a crucial role in making Apple Valley an outstanding place to live, work, and play for generations to come.

Dear Colleague,

GMP Consultants is assisting the **City of Apple Valley**, MN in finding a **Finance Director**. Perhaps this is the right time in your career to consider this exciting opportunity. If not, would you please pass this on to others who may be interested?

Thank you for your consideration and assistance.

**Jeff Weldon, GMP Consultants**  
[jweldon@gmphr.com](mailto:jweldon@gmphr.com) / (320) 557-8006



Greg M. Prothman, President  
[greg@gmphr.com](mailto:greg@gmphr.com) / 206-714-9499



## ABOUT APPLE VALLEY

With a growing population of over 56,000, Apple Valley is a vibrant and welcoming city celebrated for its exceptional quality of life, strong community spirit, and commitment to residents.

Located in the heart of the Twin Cities metro area, Apple Valley offers residents convenient access to major highways, making it easy to commute to surrounding areas while enjoying the comforts of suburban living. Residents can enjoy nearby attractions like the Mall of America, just a 10-minute drive away, and the renowned Minnesota Zoo, located right within the city limits.

The City is frequently recognized as one of the best places to live in Minnesota and the U.S., and it proudly earned the prestigious title of “City of the Year” from the Minnesota Real Estate Journal in 2023. Apple Valley has annually earned and maintained two triple-A bond ratings, demonstrating the city’s financial stability and helping to ensure affordable tax rates for its residents, while continuing to invest in community improvements.



View  
full position  
profile at  
[gmphr.com](https://gmphr.com)

## THE FINANCE DIRECTOR

The Finance Director manages the City’s financial operations, ensuring fiscal integrity and supporting strategic goals. Reporting to the City Administrator, this role is essential in guiding financial strategy, budget preparation, and investment management. The Finance Director advises City leadership on economic trends and financial impacts for long-term planning.

Primary duties include developing financial reports, responding to departmental requests for financial analysis, and advising on budget matters. The Finance Director prepares budget materials, collaborates on budget requests, and leads the final budget proposal for Council approval. This role also directs City investments, evaluates financial performance, and oversees finance staff responsible for accounts payable, utility billing, and audits.

## EDUCATION & EXPERIENCE

The minimum requirements include a bachelor’s degree in public finance, accounting, or a related field, and 5-7 years of progressively responsible experience in financial or public finance management, including supervisory roles. Candidates should possess a solid understanding of municipal financing and accounting procedures, along with strong skills in decision-making, problem-solving, communication, and supervision.

### PREFERRED QUALIFICATIONS

- CPA, CPFO, CMA, or a master’s degree in finance.
- Knowledge of Tax Increment Financing and other public financing options.

# LEARN MORE

Visit: [gmphr.com](https://gmphr.com)

Salary Range: **\$134,280 to \$179,041** annually DOQ

Screening Applicants Until: **May 11, 2025, APPLY SOON!**

More Information: Jeff Weldon, GMP Consultants  
[jweldon@gmphr.com](mailto:jweldon@gmphr.com) / (320) 557-8006



April 11, 2025

Ms. Tasha Connelly  
Mayor  
City of Grand Rapids  
420 N Pokegama Ave  
Grand Rapids, MN 55744

Dear Ms. Connelly,

Thank you for your confidence in GMP Consulting to assist in the recruitment of the City of Grand Rapids' next Finance Director. The following represents a scope of work for these services and the associated professional fee and expenses.

## **PROJECT WORK PLAN**

---

### **Phase One – Information Gathering, Profile Development & Position Announcement**

- Task 1 – Review and Finalize Search Process and Schedule
- Task 2 – Key Stakeholder Meetings and Staff Provided Information Request
- Task 3 – Develop Candidate Profile
- Task 4 – Develop Invitation to Apply

### **Phase Two – Strategic Marketing Campaign**

- Task 1 – Place Advertisements in Appropriate Professional Online Publications
- Task 2 – Development of a Database of Potential Candidates
- Task 3 – Identify and Contact Potential Candidates

### **Phase Three – Candidate Screening and Shortlist Presentation**

- Task 1 – Collect & Review Candidate Application Materials
- Task 2 – Conduct an Internet Publication Search on Semifinalist Candidates
- Task 3 – Conduct Semi Finalist Screening Interviews
- Task 4 – Provide Semi Finalist Packets with Consultant Interview Notes to the City
- Task 5 – Meet with City staff to Review Semi Finalist Candidates and Select Finalist Candidates
- Task 6 – Assist in the Design of Finalist Interviews

### **Phase Four – Final Interviews**

- Task 1 – Develop an Interview Schedule for Final Interviews
- Task 2 – Conduct Professional References & Background Check on All Finalist Candidates
- Task 3 – Work with City staff to Develop Interview Questions for Each Panel
- Task 4 – Provide the City with Finalist Candidate's Application Materials
- Task 5 – Coordinate Candidate Travel
- Task 6 – Facilitate Final interviews
- Task 7 – Assist in Facilitating Final Offer and Acceptance





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

## REQUEST FOR COUNCIL ACTION

**AGENDA DATE:** April 14, 2025

**AGENDA ITEM:** Consider adopting a resolution approving a partial termination of the Airport South Industrial Park Phase 1 Development Agreement

**PREPARED BY:** Rob Mattei, Director of Community Development

---

### BACKGROUND:

In May of 2007, to facilitate the co-development of the Airport South Industrial Park Phase 1, GREDA and the City of Grand Rapids entered into a Development Agreement with Round Development, LLC. This Agreement addressed the deferment of special assessments levied to finance infrastructure development cost and GREDA's purchase of land in the plat of Airport South Industrial Park, Phase 1 from Round.

More recently on January 14, 2025, GREDA entered a Purchase and Sale Contract with Ryan Companies US, Inc. for the sale of Lots 3-6, Block 2 in the plat of Airport South Industrial Park-Phase 1. Through a separate agreement, Round Development will convey to Ryan the adjacent South 152' of Lots 1 & 2.

Ryan has requested that GREDA, the City and Round Development approve a partial termination of the 2007 Development Agreement, as it pertains the property being conveyed by GREDA and Round Development.

The deferred special assessments on the GREDA property have already been paid in full. The remaining amount of deferred special assessments on the Round property will be satisfied at the closing with Ryan.

### REQUESTED COUNCIL ACTION:

Make a motion to adopt a resolution approving a partial termination of the Airport South Industrial Park Phase 1 Development Agreement.

**Resolution Approving Partial Termination of Airport South Industrial Park Phase I Development Agreement**

Be it resolved by the City Council (the “Council”) of the City of Grand Rapids, Minnesota (the “City”) as follows:

Section 1. Recitals; Authorization.

(a) To facilitate the development of property located in the City, the City previously entered into a Development Agreement, dated May 14, 2007 (the “Development Agreement”) with the Grand Rapids Economic Development Authority (the “Authority”) and Round Development, LLC, a Minnesota limited liability company (the “Developer”).

(b) Thereafter, the Authority entered into a Purchase and Sale Contract, dated January 14, 2025, with Ryan Companies US, Inc. (“Ryan”) for certain property subject to the Development Agreement.

(d) Ryan has requested that the City execute and deliver a partial termination (the “Partial Termination”) of the Development Agreement removing certain parcels of land (the “Property”) from the Development Agreement.

(e) Because the City has determined that development of the property by Ryan is in the best interests of the City, the City finds that the approval of the Partial Termination of the Development Agreement is appropriate.

Section 2. Approval of documents.

(a) The Council approves the Partial Termination of the Development Agreement, subject to payment of outstanding special assessments on a portion of the Property, together with any related documents necessary in connection therewith, including without limitation all documents, exhibits, certifications, or consents necessary to effectuate the Partial Termination of the Development Agreement (the “Documents”).

(b) The Council hereby authorizes the Mayor and City Administrator, in their discretion and at such time, if any, as they may deem appropriate, to execute the Documents on behalf of the City, and to carry out, on behalf of the City, the City’s obligations thereunder when all conditions precedent thereto have been satisfied. The Documents shall be in substantially the form on file with the City and the approval hereby given to the Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized herein to execute said Documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Documents shall not be effective until the date of execution thereof as provided herein.

(c) In the event of absence or disability of the officers, any of the Documents authorized by this Resolution to be executed may be executed without further act or authorization of the Council by any duly designated acting official, or by such other officer or officers of the Council as, in the opinion of legal counsel to the City, may act in their behalf. Upon execution and delivery of the Documents, the officers and employees of the Council are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the Council to implement the documents.

Adopted by the City of Grand Rapids, Minnesota on April 15, 2025.

---

Mayor

ATTEST:

---

City Administrator

**PREPARED BY AND WHEN  
RECORDED RETURN TO:**

Seyfarth Shaw LLP  
 999 Third Avenue #4700  
 Seattle, Washington 98104  
 Attention: Jacob Perez

---

**SECOND AMENDMENT AND PARTIAL TERMINATION OF AIRPORT SOUTH  
INDUSTRIAL PARK PHASE 1 DEVELOPMENT AGREEMENT**

THIS SECOND AMENDMENT AND PARTIAL TERMINATION OF AIRPORT SOUTH INDUSTRIAL PARK PHASE I DEVELOPMENT AGREEMENT (“**Partial Termination**”) is entered into as of \_\_\_\_\_, 2025 (“**Effective Date**”), by and between the City Of Grand Rapids, a municipal corporation organized and existing under the laws of Minnesota (the “**City**”), the Grand Rapids Economic Development Authority, a public body politic and corporate and political subdivision of the State of Minnesota (“**GREDA**”), and \_\_\_\_\_ (“**Owner**”), as successor in interest to Round Development, LLC, a Minnesota limited liability company.

**WHEREAS**, the City, GREDA, and Round Development, LLC, a Minnesota limited liability company, as predecessor in interest to Owner entered into that certain Airport South Industrial Park Phase I Development Agreement dated May 14, 2007 and recorded July 12, 2007 as document number A000612634 (“**Original Development Agreement**”), as amended by that certain Amendment to Airport South Industrial Park Phase I Development Agreement dated April 10, 2008 and recorded May 22, 2008 as document number A000622272 (“**First Amendment**” and together with the Original Development Agreement, the “**Development Agreement**”) relating in part to the real property legally described on Exhibit A to the Original Development Agreement; and

**WHEREAS**, the parties desire to hereby partially terminate the Development Agreement with respect to the land described on **Exhibit A** attached hereto (the “**Released Property**”).

**NOW, THEREFORE**, for an in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid by each party hereto to the other, the receipt and sufficiency of which are hereby acknowledges, the parties do hereby agree as follows:

1. Recitals; Definitions. The above recitals are hereby incorporated into this Partial Termination as if fully set forth herein. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Development Agreement.
2. GREDA. The Development Agreement incorrectly defines “GREDA” as “the Economic Development Authority of the City of Grand Rapids, Minnesota” but the correct legal name of GREDA is the Grand Rapids Economic Development Authority; and

3. Partial Termination. The Development Agreement is hereby terminated with respect to the entirety of the Released Property. Except as modified by this Partial Termination, the Development Agreement will remain in full force and effect with respect to the remainder of the real property legally described on Exhibit A to the Original Development Agreement.

4. Release of Special Assessments. The City and GREDA acknowledge payment and receipt of all special assessments due under the Development Agreement with respect to the Released Property.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGES FOLLOW]



**GREDA:**

GRAND RAPIDS ECONOMIC DEVELOPMENT  
AUTHORITY,

a public body politic and corporate and a political  
subdivision of the State of Minnesota

By: \_\_\_\_\_  
Its: President

By: \_\_\_\_\_  
Its: Executive Director

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF ITASCA    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public within and for said County, personally appeared \_\_\_\_\_ and \_\_\_\_\_ to me personally known, who, being duly sworn, did say that they are the President and Executive Director of the Economic Development Authority of the City of Grand Rapids, a public body politic and corporate a political subdivision of the State of Minnesota named in the foregoing instrument and acknowledged that they and said municipal corporation, by authority of its Board, executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public

[GREDA Signature page to Partial Termination  
of Airport South Industrial Park Phase I Development Agreement]

**OWNER:**

**ROUND DEVELOPMENT, LLC,**

a Minnesota limited liability company

By: \_\_\_\_\_  
Its: Member

STATE OF MINNESOTA    )  
  )ss.  
COUNTY OF ITASCA     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2025, before me, a Notary Public within and for said County, personally appeared Mark Hawkinson to me personally known, who, being duly sworn, did say that they are the Member of **ROUND DEVELOPMENT, LLC** a \_\_\_\_\_ named in the foregoing instrument and acknowledged that they and said \_\_\_\_\_, by authority of its \_\_\_\_\_, executed the same as their free act and deed.

\_\_\_\_\_  
Notary Public

[Owner Signature page to Partial Termination  
of Airport South Industrial Park Phase I Development Agreement]

**Exhibit A**

**Released Parcel**

[Insert legal description of land owned by GREDA and Round Development]