



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, December 3, 2018

5:00 PM

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, December 3, 2018 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

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 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.

PUBLIC FORUM

COUNCIL REPORTS

APPROVAL OF MINUTES

18-0768 Consider approving Council minutes for Monday, November 26, 2018 Worksession & Regular meeting.

Attachments: [November 26, 2018 Worksession.pdf](#)
[November 26, 2018 Regular Meeting.pdf](#)

VERIFIED CLAIMS

18-0764 Consider approving the verified claims for the period November 20, 2018 to November 26, 2018 in the total amount of \$480,344.66.

Attachments: [COUNCIL BILL LIST 12-03-18.pdf](#)

CONSENT AGENDA

Any item on the consent agenda shall be removed for consideration by request of any one Councilmember, City staff, or the public and put on the regular agenda for discussion and consideration.

1. **18-0762** Consider adopting a resolution amending the declaration of the official intent of the City to reimburse certain expenditures from the proceeds of bonds to be issued by the City.

Attachments: 12-3-18 Resolution Reimbursement Amended

2. 18-0763 Consider approving Golf Concessions Contract Extension.
Attachments: 161. S. Bastian Companies LLC - Concessionaire Agreement
Concessionaire Contract Extension 2019-2021
3. 18-0766 Consider approving implementation of wage adjustments for current part-time employees at the Grand Rapids Park and Recreation Department and the IRA Civic Center effective December 9, 2018 through December 31, 2018.
4. 18-0767 Consider adopting a resolution accepting \$2,650.00 in donations for the 2018 Shop with a Hero Event
Attachments: PD 2018 Hero with Shop Res
5. 18-0769 Consider donating remaining surplus of Central School Commemorative Cookbooks to the Second Harvest Food Bank.

SETTING OF REGULAR AGENDA

This is an opportunity to approve the regular agenda as presented or add/delete by a majority vote of the Council members present an agenda item.

DEPARTMENT HEAD REPORT

6. 18-0771 Department Head Report - Information Technology

FINANCE DEPARTMENT

7. 18-0765 Consider entering into an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with Hildi Incorporated.
Attachments: Hildi Inc. Consulting Contract City of Grand Rapids 1.1.2019

6:00 PM - TRUTH IN TAXATION

PUBLIC HEARINGS

8. 18-0745 Conduct a Public Hearing on 2018 Levy Payable 2019 and 2019 Budget at 6:00 p.m. as stated in the Truth in Taxation Statements.

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 17, 2018, AT 5:00 P.M.

NOTE: These times are approximate only and are subject to change. If you are interested in a topic of discussion you should appear at least 10 minutes before its scheduled time.

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

Attest: Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 18-0768 **Version:** 1 **Name:** Council minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 11/29/2018 **In control:** City Council
On agenda: 12/3/2018 **Final action:**
Title: Consider approving Council minutes for Monday, November 26, 2018 Worksession & Regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [November 26, 2018 Worksession.pdf](#)
[November 26, 2018 Regular Meeting.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, November 26, 2018 Worksession & Regular meeting.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, November 26, 2018

4:30 PM

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, November 26, 2018 at 4:31p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a call of roll, the following members were present:

Present 5 - Mayor Dale Adams, Councilor Dale Christy, Councilor Bill Zeige, Councilor Rick Blake, and Councilor Tasha Connelly

Staff present:

Tom Pagel, Chad Sterle, Steve Schaar, Scott Johnson

Discussion Items

1. Ice Golf Community Event presentation - Megan Christianson, Visit Grand Rapids

Megan Christianson discussed what's known as the "shoulder season" in the City. This consists of Fall, Winter and Spring, where efforts are being made to promote new events and activities to encourage community participation and increased tourism.
2. Review 5:00 PM Regular Meeting

Upon review, item 6a is added to the Consent agenda for consideration. No other changes are noted.

ADJOURN

There being no further business, the meeting adjourned at 5:00 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, November 26, 2018

5:00 PM

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, November 26, 2018 at 5:03 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Bill Zeige
Councilor Rick Blake
Councilor Tasha Connelly

Staff present:

Tom Pagel, Chad Sterle, Barb Baird, Lauren VanDenHeuvel, Steve Schaar, Scott Johnson, Marcia Anderson

MEETING PROTOCOL POLICY

PUBLIC FORUM

None.

COUNCIL REPORTS

None.

APPROVAL OF MINUTES

Consider approval of Council minutes for Tuesday, November 13, 2018 Worksession and Regular meetings.

A motion was made by Councilor Tasha Connelly, seconded by Councilor Bill Zeige, to approve Council minutes as presented. The motion PASSED by unanimous vote.

VERIFIED CLAIMS

Consider approving the verified claims for the period November 6, 2018 to November 19, 2018 in the total amount of \$648,667.45.

A motion was made by Councilor Christy, seconded by Councilor Connelly, to approve the verified claims as presented. The motion carried by the following vote.

Aye 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Bill Zeige
Councilor Rick Blake
Councilor Tasha Connelly

CONSENT AGENDA

1. Consider amending Purchasing Policy to implement new requirements for competitive bidding.
Approved by consent roll call
2. Consider adopting a resolution accepting a donation of \$100.00 from Brian and Chris Carlson to the Grand Rapids Police Reserve Program.
Adopted Resolution 18-94, by consent roll call
3. Consider approving temporary liquor license for Rotary Club of Grand Rapids, event scheduled for December 3, 2018 at Klockow Brewing.
Approved by consent roll call
4. Consider hiring part-time seasonal Warming House Attendants.
Approved by consent roll call
5. Consider approving the 2018-19 annual renewal addendum for Daily Firm Capacity.
Approved by consent roll call
6. Consider closing City Hall on Monday, December 24 and Monday, December 31, 2018.
Approved by consent roll call
- 6a. Consider entering into an agreement with Grand Itasca Clinic and Hospital to provide security services to the Grand Itasca Clinic and Hospital and Professional Building.
Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Blake, seconded by Councilor Zeige, to Approve the Consent agenda as amended. The motion carried by the following vote

Aye 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Bill Zeige
Councilor Rick Blake
Councilor Tasha Connelly

SETTING OF REGULAR AGENDA

A motion was made by Councilor Tasha Connelly, seconded by Councilor Dale Christy, to approve the Regular agenda as presented. The motion PASSED by unanimous vote.

DEPARTMENT HEAD REPORT

7. Library Department Head Report

Marcia Anderson, Library Director, updates the Council on library activities, planned program improvements and new programs. A complete report is available in the Administration Department.

Received and Filed

ADJOURNMENT

A motion was made by Councilor Bill Zeige, seconded by Councilor Tasha Connelly, to adjourn the meeting at 5:30 PM. The motion PASSED by unanimous vote.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 18-0764 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 11/28/2018 **In control:** City Council
On agenda: 12/3/2018 **Final action:**
Title: Consider approving the verified claims for the period November 20, 2018 to November 26, 2018 in the total amount of \$480,344.66.
Sponsors:
Indexes:
Code sections:
Attachments: [COUNCIL BILL LIST 12-03-18.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period November 20, 2018 to November 26, 2018 in the total amount of \$480,344.66.

Requested City Council Action

Make a motion approving the verified claims for the period November 20, 2018 to November 26, 2018 in the total amount of \$480,344.66.

DATE: 11/28/2018
 TIME: 13:36:51
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/03/2018

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	2,044.00
TOTAL SPECIAL PROJECTS-NON BUDGETED		2,044.00
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE SERVICES INC	51.85
0315455	COLE HARDWARE INC	1.49
0701650	GARTNER REFRIGERATION CO	250.00
TOTAL BUILDING MAINTENANCE-CITY HALL		303.34
COMMUNITY DEVELOPMENT		
0201737	BATTERY WHOLESALE INC	97.88
1105530	KENNEDY & GRAVEN	1,957.00
TOTAL COMMUNITY DEVELOPMENT		2,054.88
ENGINEERING		
1900225	SEH	6,192.03
TOTAL ENGINEERING		6,192.03
FIRE		
0221650	BURGGRAF'S ACE HARDWARE	409.85
0718021	GRAND RAPIDS GM INC	138.00
TOTAL FIRE		547.85
INFORMATION TECHNOLOGY		
0312368	CITON COMPUTER CORPORATION	4,980.39
1915248	SOFTWARE HARDWARE INTEGRATION	5,243.00
TOTAL INFORMATION TECHNOLOGY		10,223.39
PUBLIC WORKS		
0104799	ADVANCED SERVICES INC	1,350.00
0221650	BURGGRAF'S ACE HARDWARE	31.55
0315455	COLE HARDWARE INC	124.88
0401425	DAKOTA SUPPLY GROUP	20.01
0514802	ENVIROTECH SERVICES INC	5,406.40

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 12/03/2018

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
PUBLIC WORKS		
0601690	FASTENAL COMPANY	718.43
0801535	HAMMERLUND CONSTRUCTION INC	2,351.00
1200500	L&M SUPPLY	66.88
1301026	MAIN STREET DESIGN INC	370.00
2018560	TROUT ENTERPRISES INC	250.00
	TOTAL PUBLIC WORKS	10,689.15
FLEET MAINTENANCE		
0315455	COLE HARDWARE INC	44.97
1621500	PUMP & METER SERVICES INC	190.70
	TOTAL FLEET MAINTENANCE	235.67
POLICE		
0718021	GRAND RAPIDS GM INC	264.79
1605665	PERSONNEL DYNAMICS LLC	1,093.50
2000400	T J TOWING	380.00
	TOTAL POLICE	1,738.29
GENERAL FUND-LIQUOR/CHART GAMB		
2301445	WAL-MART STORE #01-1609	4,500.00
	TOTAL	4,500.00
CENTRAL SCHOOL		
0113233	AMERIPRIDE SERVICES INC	56.82
0701650	GARTNER REFRIGERATION CO	511.26
	TOTAL	568.08
AIRPORT		
0415550	DOOR SERVICE INC	2,454.40
1105444	KELLER FENCE COMPANY	1,495.00
	TOTAL	3,949.40

DATE: 11/28/2018
 TIME: 13:36:51
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 12/03/2018

VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE SERVICES INC	109.14
0315495	COMMERCIAL REFRIGERATION	710.00
0701650	GARTNER REFRIGERATION CO	219.42
0715435	GOLD MEDAL PRODUCTS CO	682.89
0801535	HAMMERLUND CONSTRUCTION INC	2,572.00
1309090	MINERS INC	14.76
1605611	PEPSI BEVERAGES COMPANY	1,908.82
1901535	SANDSTROM'S INC	2,250.53
2116600	UPPER LAKE FOODS INC	1,150.92
2209421	VIKING ELECTRIC SUPPLY INC	40.76
TOTAL GENERAL ADMINISTRATION		9,659.24
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE SERVICES INC	30.00
TOTAL		30.00
TIF 1-9 MAJESTIC PINES		
1105530	KENNEDY & GRAVEN	180.00
TOTAL		180.00
GENERAL CAPITAL IMPRV PROJECTS		
2010-5 MS RIVER PD BRIDGE		
1900225	SEH	13,295.70
TOTAL 2010-5 MS RIVER PD BRIDGE		13,295.70
RAPIDS BREWING/BLK 19 REDEVEL		
T001212	NORTHROCK DEVELOPMENT LLC	96,140.00
TOTAL RAPIDS BREWING/BLK 19 REDEVEL		96,140.00
2018 INFRAST/CPT MNT IMP BONDS		
2018 NE IMPROVEMENTS		
0301705	CASPER CONSTRUCTION INC	851.76
1900225	SEH	13,255.16
TOTAL 2018 NE IMPROVEMENTS		14,106.92

DATE: 11/28/2018
 TIME: 13:36:51
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 12/03/2018

VENDOR #	NAME	AMOUNT DUE

2018	INFRAST/CPT MNT IMP BONDS	
	10TH AVENUE NE	
0301705	CASPER CONSTRUCTION INC	1,425.94
	TOTAL 10TH AVENUE NE	1,425.94
2019	INFRASTRUCTURE BONDS	
	2019-1 GLF COURSE RD UTIL EXT	
1900225	SEH	20,242.77
1920240	CHAD B STERLE	310.00
	TOTAL 2019-1 GLF COURSE RD UTIL EXT	20,552.77
	2019-2 COHASSET TRAIL	
1900225	SEH	7,588.30
	TOTAL 2019-2 COHASSET TRAIL	7,588.30
	CABLE TV COMMISSION	
0900060	ICTV	6,570.29
	TOTAL	6,570.29
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 212,595.24
	CHECKS ISSUED-PRIOR APPROVAL	
	PRIOR APPROVAL	
0114210	D. ANDERSON - CHANGE FUND	3,440.00
0114211	D. ANDERSON-PETTY CASH FUND	10.47
0215800	CITY OF BOVEY	253.91
0315451	CITY OF COLERAINE	465.50
0405505	JAMES DENNY	433.00
0504610	RON EDMINSTER	70.85
0718015	GRAND RAPIDS CITY PAYROLL	244,486.12
0809445	CITY OF HILL CITY	291.18
0920036	ITASCA COUNTY ATTORNEY OFFICE	140.00
0920059	ITASCA COUNTY SHERIFFS DEPT	1,914.81
1301642	MARAJ CONSTRUCTION INC	1,000.00
1309199	MINNESOTA ENERGY RESOURCES	2,241.92
1401705	CITY OF NASHWAUK	1,587.44
1415479	NORTHERN DRUG SCREENING INC	20.00
1621130	P.U.C.	11,323.28
2114360	UNITED PARCEL SERVICE	25.94
T000002	JEFF DAMYANOVICH	45.00
	TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:	\$ 267,749.42
	TOTAL ALL DEPARTMENTS	480,344.66



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	18-0762	Version:	1	Name:	Adopt a resolution amending the declaration of costs
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	11/27/2018	In control:		In control:	City Council
On agenda:	12/3/2018	Final action:		Final action:	
Title:	Consider adopting a resolution amending the declaration of the official intent of the City to reimburse certain expenditures from the proceeds of bonds to be issued by the City.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-3-18 Resolution Reimbursement Amended				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution amending the declaration of the official intent of the City to reimburse certain expenditures from the proceeds of bonds to be issued by the City.

Background Information:

Prior to issuing bonds for public infrastructure projects, the City incurs project expenses. The attached resolution allows the City to utilize the future bonds to cover the amended expenses.

Staff Recommendation:

Staff recommends approving the attached resolution amending the declaration of the official intent of the City to reimburse certain expenditures from the proceeds of the bonds to be issued by the City.

Requested City Council Action

Make a motion to adopt a resolution amending the declaration of the official intent of the City to reimburse certain expenditures from the proceeds of bonds to be issued by the City.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 18-

**AMENDING THE DECLARATION OF THE OFFICIAL INTENT OF
THE CITY TO REIMBURSE
CERTAIN EXPENDITURES FROM THE PROCEEDS
OF BONDS TO BE ISSUED BY THE CITY**

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt obligations used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City of Grand Rapids, Minnesota (the “City”) expects to incur certain expenditures that may be financed temporarily from sources other than tax-exempt obligations, and reimbursed from the proceeds of a tax-exempt obligation;

WHEREAS, the City has determined to make this declaration of official intent (“Declaration”) to reimburse certain costs from proceeds of tax-exempt obligations in accordance with the Reimbursement Regulations.

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

1. The City proposes to undertake City Project 2019-1, Golf Course Road Utility Extension and City Project 2019-2, Grand Rapids / Cohasset Connection Trail.

2. The City reasonably expects to reimburse the amended expenditures made for certain costs of the Project from the proceeds of tax-exempt obligations in an estimated maximum principal amount of \$4,415,269 for CP 2019-1 and \$659,209 for CP 2019-2. All reimbursed expenditures will be capital expenditures, costs of issuance of the tax-exempt obligations, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.

3. This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of tax-exempt obligations, except for the following expenditures: (a) costs of issuance of tax-exempt obligations; (b) costs in an amount not in excess of \$100,000 or 5 percent of the proceeds of an issue; or (c) “preliminary expenditures” up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, tax-exempt obligation issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to

commencement of construction.

4. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the tax-exempt obligations described in paragraph 2 are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of tax-exempt obligations to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such Project expenditures.

5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

Adopted this 3rd day of December 2018.

Dale C. Adams, 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

Legislation Details (With Text)

File #: 18-0763 **Version:** 1 **Name:** Golf Concessions Contract Extension
Type: Agenda Item **Status:** Consent Agenda
File created: 11/28/2018 **In control:** City Council
On agenda: 12/3/2018 **Final action:**
Title: Consider approving Golf Concessions Contract Extension.
Sponsors:
Indexes:
Code sections:
Attachments: [161. S. Bastian Companies LLC - Concessionaire Agreement](#)
[Concessionaire Contract Extension 2019-2021](#)

Date	Ver.	Action By	Action	Result
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Consider approving Golf Concessions Contract Extension.

Background Information:

At the May 2018 Regular Golf Board meeting, the board passed a motion to extend the golf course Concessionaire Contract for an additional three year period. January 1, 2019 to December 31, 2021.

Term of the contract to remain the same as the attached Concessionaire Contract dated November of 2012. The golf board and staff are satisfied that the terms of the previous contracts have been fulfilled.

Staff Recommendation:

Renew the Pokegama Golf Course Concessionaire Contract as per the Extension Agreement attached.

Requested City Council Action

Make a motion to renew the attached Concessionaire Contract with S.Bastian Companies LLC and the City of Grands Rapids, Minnesota.

CONCESSIONAIRE AGREEMENT

This Concessionaire Agreement is entered into this 13 day of November, 2012, by and between the **City of Grand Rapids, Minnesota**, a municipal corporation (“City”) and **S. Bastian Companies, LLC on behalf of Stewart Bastian as its Corporate Officer** (“Concessionaire”).

RECITALS

WHEREAS, City owns Pokegama Golf Course and Clubhouse and desires to contract for concessionary services; and

WHEREAS, Concessionaire has represented that they are willing and able to provide high quality concessionaire services as contemplated by this Agreement; and

WHEREAS, City and Concessionaire wish to enter into this Agreement specifying the terms and conditions under which City will retain Concessionaire to provide concessionaire services;

NOW, THEREFORE, City and Concessionaire, for goods and valuable mutual consideration, and with the intent of being legally bound, agree as follows:

ARTICLE 1 – CONCESSIONS SERVICES

1.1 General: City hereby grants to Concessionaire the right to provide concession services as further defined in the Concession Agreement, at Pokegama Golf Course and Clubhouse, for the term of this Concessionaire Agreement. Concessionaire commits to provide concessionaire services as required by this Concessionaire Agreement for the term hereof. “Concession services” consists of Clubhouse concession services, beverage cart services and special event concession services. The concessionaire may cater private events during the term of the contract. In the event of a conflict between golf related events and private related events, golf related events shall have first priority. Further, during private events, the bar area must be open to the golfing public and they also must be allowed access to the on-sale liquor service.

1.2 Clubhouse Services: Clubhouse services shall consist of food and beverage services prepared and served within Pokegama Golf Course Clubhouse,

including on-sale liquor service. Clubhouse services shall be provided on a schedule of days and hours per day as designated by City's Director of Golf. Clubhouse services shall be available on days when the golf course is open. The typical golf season runs from early April through late October but may be extended, weather permitting. If the Concessionaire wishes to apply for an off-sale liquor license and all conditions of such a license can be met, the City will not object to the license's issuance.

1.3 Beverage Carts: Concessionaire shall provide beverage service, including liquor service, from beverage carts on days and times mutually agreed between Concessionaire and City's Director of Golf. The City owns one beverage cart and will allow the Concessionaire to use said cart at no expense for as long as it is mutually agreed to by all parties.

Concessionaire shall provide liability insurance covering operation of the cart, along with liquor liability insurance covering the dispensing of beverages while using the cart. Liability coverage shall be at least \$1,500,000 combined single limit or such other amount as set forth in Minn. Stat. § 466.06, subd. 1, as may be changed from time to time, setting forth a municipality's maximum liability limit. Liquor liability coverage applicable to the cart shall be at least the minimum amounts required by statute. City shall be named as an additional insured with respect to use of the cart and copies of the policies of insurance shall be deposited with the City Clerk prior to use of the cart by Concessionaire.

1.4 Special Events: Concessionaire shall provide catering services for golf related banquets and other golf related special events at Pokegama Golf Course Clubhouse.

1.5 Standards: Concessionaire agrees to provide high quality food and beverages and diligent service and management in providing concession services under this Concessionaire Agreement, and to do those things necessary to provide good and proper service similar to that provided for the same goods and services provided under similar circumstances in the community.

1.6 Licenses, Permits: Concessionaire shall be responsible to obtain and keep in force all licenses and permits necessary to lawfully provide concession services pursuant to this Concessionaire Agreement. Concessionaire shall hold a valid on-sale

intoxicating liquor license for the premises as a condition of this Concessionaire Agreement.

1.7 Employees: All persons retained to provide concession services pursuant to this Concessionaire Agreement shall be employees of Concessionaire and not of City. Concessionaire shall provide City with a copy of a Minnesota workers' compensation policy evidencing coverage for all of Concessionaire's employees. Concessionaire shall deduct all legally required payroll deductions and remit same according to law.

ARTICLE 2 – FEE, BOND

2.1 Fee: Concessionaire shall pay to City, as consideration for the right to provide concession services pursuant to this Agreement, the amount of Eighteen Thousand Dollars (\$18,000) per year or \$2,000 per month payable in the months of April, May, June, July, August, September, October, November, and December. Rent fees for each month will be due the 1st of each month.

In addition to the annual fee outlined in the previous paragraph, beginning in the calendar year 2013, Concessionaire will also pay to the City a Franchise Fee consisting of 2% of the annual total gross sales in excess of \$400,000 as reported on the Concessionaire's Minnesota State Sales Tax returns each year. The annual payment date for the franchise fee would be due two quarters after the applicable taxable year.

2.2 Golfing Privileges: The Concessionaires, limited to Stewart, Janelle, Annika and Natalie Bastian may golf at the Pokegama Golf Course at no cost. This is agreed to, in part, to assist the Concessionaires in becoming as visible to the golfing community as possible.

2.3 Surety Bond: Concessionaire shall furnish to City a surety bond, letter of credit or cash deposit in the amount of Five Thousand Dollars (\$5,000.00) in order to assure compliance with the provisions of this Agreement by no later than January 1, 2013. If Concessionaire fails to comply with the provisions of this Concessionaire Agreement, City shall be entitled, without further notice to Concessionaire, to call upon said surety bond, letter of credit or cash deposit to satisfy Concessionaire's obligations

hereunder. Any surety bond or letter of credit furnished by Concessionaire shall state on its face that it shall remain in effect for the term of this Concessionaire Agreement and any renewal thereof. If Concessionaire furnishes a cash deposit, said deposit shall be held by City for the term of this Concessionaire Agreement unless earlier called upon by City to satisfy Concessionaire's obligations hereunder. It is further agreed that such cash deposit, surety bond or letter of credit will be released when this Concessionaire Agreement is no longer in effect, following the taking of an inventory and a determination by the City that the premises and any of City's equipment therein is returned to City in a condition acceptable to City.

ARTICLE 3 – UTILITIES

3.1 Concessionaire and City Responsibilities:

Concessionaire shall be solely responsible for all costs related to phone and internet services which are independent of the golf course operations.

_____The Concessionaire shall pay for all utility costs, including natural gas and electricity, associated with the food preparation and bar service areas, which will be metered separately from the common areas and the golf shop. In addition, Concessionaire agrees to pay twenty-five percent (25%) of the utility bills for the remaining portions of the building for the months of April through October of each year.

The Concessionaire will be responsible for all of the of garbage picked up at the Clubhouse including recyclables. Thus, the City will have no responsibility for garbage or recycled goods services.

Concessionaire will be solely responsible for one-hundred percent (100%) of the cable television charges. Pay per view and any additional premium channel charges will also be at Concessionaire's sole expense.

ARTICLE 4 – EQUIPMENT

4.1 Concessionaire.

Concessionaire will have the opportunity to use the existing restaurant equipment and beverage cart (as specified in paragraph 1.3 above) owned by the Pokegama Golf Course existing as of the date of this agreement. Concessionaire will be responsible for the acquisition of any additional equipment deemed necessary for the food and beverage operation. Concessionaire will be responsible for all repairs, maintenance and replacement of any equipment, including that owned by the City. The City will retain ownership of its equipment and will remove the equipment at the request of Concessionaire and will be responsible for the disposal or sale of said equipment.

All equipment, supplies and small wares, including glassware, flatware and serving items, purchased by the Concessionaire will be the sole responsibility of Concessionaire.

Concessionaire agrees to be fully responsible for the costs and safe-keeping of all consumables used in the execution of the restaurant/bar operations, including cleaning and cooking supplies.

4.2 City. City will provide a walk-in cooler/freezer for use by the Concessionaire and will be responsible for any repairs necessary for the cooler/freezer. City will not be responsible for any inventory losses resulting from the malfunction of the cooler. In the case of malfunction the City will repair or replace the cooler within a reasonable time and Concessionaire agrees to be fully responsible for any inventory losses that may have occurred as a result of said malfunction.

Concessionaire will provide the consumables and equipment necessary for the daily maintenance of the main floor and basement restrooms, including toilet paper and hand towels.

4.3 Snow Removal. City will be responsible for snow removal from the parking lot as well as the abutting County Road. Concessionaire agrees to remove the snow from the sidewalks and pedestrian walkways in a timely fashion.

ARTICLE 5 – MAINTENANCE, SECURITY

5.1 Maintenance: Concessionaire agrees to maintain and operate their business in compliance with all laws and regulations, including standards set by OSHA and the State Fire Marshall. Concessionaire shall be responsible for the daily cleaning and maintenance of the interior/exterior food service areas, including the kitchen, bar, main floor restrooms and exterior garbage collection area. Concessionaire shall also be responsible for daily cleaning of all public access basement areas.

City shall be responsible for the maintenance of the building exterior, parking lot, all interior fixtures and furniture, the building's plumbing, heating and electrical systems, outside patio furniture, outside patio, exterior walls, foundation, grounds, and the sprinkler systems.

5.2 Security: During the operating season, Concessionaire shall be responsible to secure the premises at the close of each business day by locking all doors and windows. Personal property of Concessionaire kept on the golf course premises or in the Clubhouse are kept there at the risk of Concessionaire and City shall not be liable for any damages, loss or theft thereof. The City shall furnish burglar and fire alarm systems as well as video surveillance systems of both the interior and exterior of the clubhouse, parking lot, and park areas.

ARTICLES 6 – INDEMNITY, INSURANCE

6.1 Indemnity: Concessionaire agrees well and truly to perform and faithfully observe and comply with all the conditions, regulations and provisions prescribed herein, and to indemnify, save and keep harmless and defend City, its officers, agents and employees of and from any liability, lien, judgment, costs, damages and expenses of whatsoever kind which may in any way be suffered by City or its officers, agents, or employees by reason of or in consequence of the operation of the concession services herein provided for on account of any act or thing done or suffered or omitted to be done under the authority or supposed authority of such grant. This indemnification

provision is also applicable to Concessionaire's use of the cart as provided in Section 1.3 of this Concessionaire Agreement.

6.2 Liability Insurance: Concessionaire shall provide general liability insurance for the involved premises and liquor liability insurance for any liquor or liquor related concessions for which liquor liability insurance is generally obtained. General liability coverage amounts shall be at least \$1,500,000 combined single limit or such other amount as set forth in Minn. Stat. § 466.04, subd. 1, as may be changed from time to time, setting forth a municipality's maximum liability limit. Liquor liability coverage amounts for bodily injury, property damage and loss of means of support shall be at least in the minimum amount required by statute. The insurance policies shall name the City as an additional insured. Copies of said policies shall be deposited with the City Clerk prior to commencement of the term of this Agreement.

ARTICLE 7 – TAXES

7.1 Sales Tax: Concessionaire shall be exclusively responsible to timely remit sales taxes based on concessions services provided by Concessionaire pursuant to this Concessionaire Agreement.

ARTICLE 8 – TERMS, CANCELLATION

8.1 Term: The term of this Agreement shall be from January 1, 2013 through December 31, 2015.

8.2 Cancellation: This Agreement shall be subject to cancellation during the term hereof in the event of the happening of any one or more of the following:

- (a) Mutual agreement of City and Concessionaire;
- (b) At the option of City if Concessionaire is adjudicated bankrupt, is in receivership, has made an assignment for the benefit of creditors, or because Concessionaire's financial condition is such that Concessionaire is unable to continue to satisfactory operation;
- (c) Failure of Concessionaire to reasonably perform, keep and observe any of the provisions of this Concessionaire Agreement and the

failure of Concessionaire to correct any default or breach thereof within a time specified by City.

8.3 Sale: Should Concessionaire sell the business to a third party during the term of this contract, this contract shall be subject to renegotiation or cancellation.

8.4 Removal: Upon expiration or cancellation of this Agreement, Concessionaire shall remove all goods, chattels and fixtures belonging to Concessionaire and shall leave the premises in the condition in which they were received. In the event said goods, chattels and fixtures are not removed within 14 days from termination of this Agreement, the Concessionaire shall be deemed to have abandoned the same to City.

ARTICLE 9 – GENERAL

9.1 Independent Contractor: Concessionaire is deemed an independent contractor for purposes of this Agreement, and any and all persons employed by Concessionaire in the performance of any work or services required or provided for in this Agreement shall not be considered employees of City for any purpose whatsoever, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit and any and all such claims shall be the sole obligation and responsibility of Concessionaire.

9.2 No Subcontract, Assignment: No portion of this Agreement may be assigned or subcontracted by Concessionaire to any other party without prior written consent of City.

9.3 Governing Law: This Concessionaire Agreement shall be governed by the laws of the State of Minnesota.

9.4 Waivers: The waiver by City or by Concessionaire of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

9.5 Notices: Where referred to in this Concessionaire Agreement, notice to City of Concessionaire, respectively shall be addressed as follows:


To City:	City of Grand Rapids c/o Director of Golf Course Pokegama Golf Course 3910 Golf Course Road
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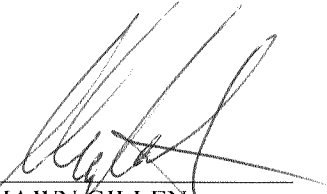
Grand Rapids, MN 55744

To Concessionaire: **S. Bastian Companies, LLC on behalf of Stewart Bastian as its Corporate Officer** ("Concessionaire").

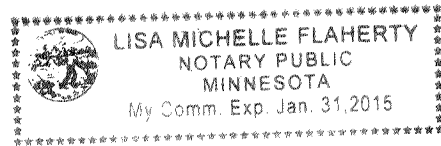
IN WITNESS WHEREOF, the parties have hereunto set their hands as of the date first written above.

CITY OF GRAND RAPIDS

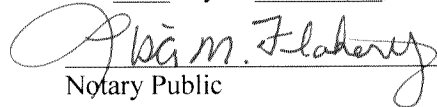
By: 
Dale Adams, Mayor

ATTEST: 
SHAWN GILGEN
Its City Administrator

By: 
S. Bastian Companies, LLC
Stewart Bastian, Corporate Officer



Subscribed and sworn to before me
this 30 day of November, 2012.


Notary Public

Extension of Concessionaire Contract

THIS EXTENSION OF CONTRACT ("Extension") is made this ____ day of _____, 2018, for the purpose of extending the Concessionaire Contract dated _____, _____ ("Original Contract") between S. Bastian Companies, LLC and the City of Grand Rapids (the "Parties").

1. The Original Contract, which is attached hereto as a part of this Extension, will end on December 31, 2018.
2. The Parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period of December 31, 2018 and will end on December 31, 2021.
3. This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract, is the entire agreement between the Parties.

All other terms and conditions of the Original Contract remain unchanged.

S. Bastian Companies, LLC

City of Grand Rapids

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

Dated: _____, 2018

Dated: _____, 2018



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 18-0766 **Version:** 1 **Name:** PT Hire and Wage Adjustments
Type: Agenda Item **Status:** Consent Agenda
File created: 11/29/2018 **In control:** City Council
On agenda: 12/3/2018 **Final action:**
Title: Consider approving implementation of wage adjustments for current part-time employees at the Grand Rapids Park and Recreation Department and the IRA Civic Center effective December 9, 2018 through December 31, 2018.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving implementation of wage adjustments for current part-time employees at the Grand Rapids Park and Recreation Department and the IRA Civic Center effective December 9, 2018 through December 31, 2018.

Background Information:

The following current employees' wages will be adjusted pursuant to the 2018 Pay Range for Part-Time Employees.

Jayden Gerak, \$10.25/hour-concession
Emily Groom, \$10.25/hour-concession
Brooke Troumbly, \$10.25/hour-concession

Staff Recommendation:

City staff is recommending the approval of implementation of wage adjustments for current part-time employees at the Grand Rapids Park and Recreation Department and the IRA Civic Center.

Requested City Council Action

Make a motion approving implementation of wage adjustments for current part-time employee at the Grand Rapids Park and Recreation Department and the IRA Civic Center.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 18-0767 **Version:** 1 **Name:** Consider adopting a resolution accepting \$2,650.00 in donations for the 2018 Shop with a Hero Event
Type: Agenda Item **Status:** Consent Agenda
File created: 11/29/2018 **In control:** City Council
On agenda: 12/3/2018 **Final action:**
Title: Consider adopting a resolution accepting \$2,650.00 in donations for the 2018 Shop with a Hero Event
Sponsors:
Indexes:
Code sections:
Attachments: [PD 2018 Hero with Shop Res](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting \$2,650.00 in donations for the 2018 Shop with a Hero Event

Background Information:

The Grand Rapids Police Department is conducting its Seventh annual Shop with a Hero Event. This will be taking place Sunday, December 16, 2018 at the Grand Rapids Wal-Mart store. The Police Department has secured donations from the Cap Baker Lions Club (\$500.00), Cohasset Fire Hook & Ladder (\$500.00), Hill City Lions Club (\$500.00), Greenway Lions Club (\$500.00), Itasca County Yellow Ribbon Committee (\$400.00), Deer River Lions Club (\$100.00), and UPM Blandin (\$150.00).

With these donations, children will be given a \$100.00 dollar gift card. These children will be paired with Police, EMS, Fire, and Military professionals who will then assist the child with Christmas shopping for the child's family members.

Upon completion of shopping, the child will be directed to a designated check out area where the child's presents will be gift wrapped by volunteers. The children will enjoy refreshments and tour emergency vehicles followed by a visit with Santa Claus.

Santa will be providing each child a personal Christmas gift for them to enjoy.

Children have been selected for this event with the cooperation of the Grand Rapids Police Department, Itasca County Social Services Department, Ross Resources, Grand Rapids Yellow Ribbon Committee, and Kootasca.

Staff Recommendation:

Please consider adopting a resolution accepting \$2,650.00.00 in donations for the 2018 Shop with a Hero Event

Requested City Council Action

Please consider a motion adopting a resolution accepting \$2,650.00.00 in donations for the 2018 Shop with a Hero Event.

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

RESOLUTION NO. 18-

A RESOLUTION ACCEPTING \$2,650.00 IN DONATIONS FROM THE COHASSET FIRE HOOK & LADDER, CAP BAKER LIONS CLUB, DEER RIVER LIONS CLUB, HILL CITY LIONS CLUB, GREENWAY LIONS CLUB, YELLOW RIBBON COMMITTEE and UPM BLANDIN FOR THE GRAND RAPIDS' POLICE DEPARTMENT SEVENTH ANNUAL SHOP WITH A HERO EVENT

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

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

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

- The Cohasset Fire Hook & Ladder donated \$500, Cap Baker Lions Club donated \$500, Deer River Lions Club donated \$100, Hill City Lions Club donated \$500, Greenway Lions Club donated \$500, Yellow Ribbon Committee donated \$400 and UPM Blandin donated \$150 to the Grand Rapids' Police Department Seventh Annual Shop with a Hero Event.

Adopted this 3rd day of December, 2018

Dale C. Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 18-0769 **Version:** 1 **Name:** Central School Cookbooks
Type: Agenda Item **Status:** Consent Agenda
File created: 11/29/2018 **In control:** City Council
On agenda: 12/3/2018 **Final action:**
Title: Consider donating remaining surplus of Central School Commemorative Cookbooks to the Second Harvest Food Bank.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider donating remaining surplus of Central School Commemorative Cookbooks to the Second Harvest Food Bank.

Background Information:

Several years ago, the Central School Commission created a cookbook containing recipes submitted by area residents. The purpose was to sell these books and utilize profits for the maintenance needs of the Central School building. Sales have become non-existent and the Second Harvest Food Bank has expressed interest in putting the cookbooks in baskets distributed to residents in need.

Staff Recommendation:

Donate cookbooks and remove from City inventory.

Requested City Council Action

Make a motion donating remaining surplus of Central School Commemorative Cookbooks to the Second Harvest Food Bank.



CITY OF GRAND RAPIDS

Legislative Master

File Number: 18-0775

File ID: 18-0775	Type: Agenda Item	Status: Consent Agenda
Version: 1	Reference:	In Control: City Council
File Name: Warming House Attendants		File Created: 12/03/2018
Title: Consider hiring part-time seasonal Warming House Attendants.		Final Action:

Notes:

Sponsors:

Enactment Date:

Attachments:

Enactment Number:

Contact:

Hearing Date:

Drafter: Dale Anderson

Effective Date:

History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
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Text of Legislative File 18-0775

Consider hiring part-time seasonal Warming House Attendants.

Background Information:

Every winter Warming House Attendants are hired to supervise, clean, and maintain our warming houses and outdoor rinks. In accordance with the City's part-time pay scale the following employees will all be paid \$9.65 per hour and their employment will terminate March 31, 2019. This is included in the annual Recreation Department budget.

Caleb Andrews
Brett Rodenberg

Staff Recommendation:

City staff recommends hiring part-time seasonal Warming House Attendants for the 2018-19 outdoor skating season.

Requested City Council Action

Make a motion to hire part-time seasonal Warming House Attendants for the 2018-19 outdoor skating



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 18-0771 **Version:** 1 **Name:** IT Department Head Report
Type: Agenda Item **Status:** Department Head Report
File created: 11/29/2018 **In control:** City Council
On agenda: 12/3/2018 **Final action:**
Title: Department Head Report - Information Technology
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Department Head Report - Information Technology



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 18-0765 **Version:** 1 **Name:** Hildi Contract for 2019-2020
Type: Agenda Item **Status:** Finance
File created: 11/28/2018 **In control:** City Council
On agenda: 12/3/2018 **Final action:**
Title: Consider entering into an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with Hildi Incorporated.

Sponsors:

Indexes:

Code sections:

Attachments: [Hildi Inc. Consulting Contract City of Grand Rapids 1.1.2019](#)

Date	Ver.	Action By	Action	Result
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Consider entering into an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with Hildi Incorporated.

Background Information:

In 2015, the Governmental Accounting Standard Board (GASB) released one new accounting standard for public Other Post-Employment Benefit (OPEB) plans. GASB No.75 will apply for employers that administer an Other Post-Employment Benefit Plan (OPEB), whether the OPEB is funded or not funded.

In 2017, the City Council approved an Agreement for Consulting Services for GASB No. 75 Actuarial Valuation with Hildi for the years 2017 and 2018.

Staff Recommendation:

Staff recommends making a motion authorizing the Mayor to sign an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with Hildi Incorporated for \$3,000 for the base year, 2019 and not to exceed \$800 for the projection year, 2020.

Requested City Council Action

Make a motion authorizing the Mayor to sign an Agreement for Consulting Services for Governmental Accounting Standards Board (GASB) No. 75 Actuarial Valuation with Hildi Incorporated for \$3,000 for the base year, 2019 and not to exceed \$800 for the projection year, 2020.

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into and dated October 2, 2018 by and between Hildi Inc. with offices located at 11800 Singletree Lane, Suite 305, Minneapolis, MN 55344 (hereinafter referred to as the "Consultant") and City of Grand Rapids with offices located at 420 North Pokegama Avenue, Grand Rapids, MN 55744 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

1. Description of Services. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
3. Travel Expenses. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or

obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall remain Company's property. No license, express or implied, under any trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
6. Liability. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall

reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.

7. Limitation. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
8. Limited Warranties. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.

Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.

9. Headings. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
10. Insurance. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
11. Amendment and Waiver. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
12. Relationship. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
13. Force Majeure. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Barbara Baird
Director of Finance
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

If to Consultant: Hildi Inc.
11800 Singletree Lane
Suite 305
Minneapolis, MN 55344
Attn: Jill Urdahl, FSA
President/Consulting Actuary

15. Assignment. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.

16. Law Government. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.

17. Taxes. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.

18. Termination. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.

19. Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: City of Grand Rapids

Consultant: Hildi Inc.

By: _____
(Authorized Signature)

By: _____
(Authorized Signature)

Name: _____
(Print or Type)

Name: Jill Urdahl

Title: _____
(Print or Type)

Title: President

Date: _____

Date: _____

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)

**Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule**

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
Hildi Inc. Actuaries and Consultants	Consulting Actuaries	January 1, 2019	December 31, 2020
Base Fees			
The approximate budget for Hildi Inc. consulting services is as follows:			
	2019 Fiscal Year	2020 Fiscal Year	
GASB 75	\$3,000	January 1, 2019 actuarial valuation to be used as base results. GASB 75 disclosures to be developed for the year ending December 31, 2020. Approximately \$500 - \$800	
<p>These Base Actuarial Fees include the following:</p> <ul style="list-style-type: none"> • An Actuarial Report including all information required by the GASB Statements. Hildi Inc. will provide an electronic copy and three hard copies. • A results meeting by conference call to discuss the results. • Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated. • Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports. 			
<p>All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation or year-end disclosure. Additional charges may occur if there is out of scope work due to an OPEB Trust, changes in funding or investment policy for the OPEBs, changes in plan provisions or assumptions, or changes in the GASB disclosure requirements.</p>			

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated October 2, 2018.

Company: City of Grand Rapids

Consultant: Hildi Inc.

(Authorized Signature)

(Authorized Signature)

(Date)

(Date)

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 18-0745 **Version:** 1 **Name:** TNT Public Hearing for 2018 payable 2019
Type: Public Hearing **Status:** Public Hearing
File created: 11/15/2018 **In control:** City Council
On agenda: 12/3/2018 **Final action:**
Title: Conduct a Public Hearing on 2018 Levy Payable 2019 and 2019 Budget at 6:00 p.m. as stated in the Truth in Taxation Statements.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Conduct a Public Hearing on 2018 Levy Payable 2019 and 2019 Budget at 6:00 p.m. as stated in the Truth in Taxation Statements.

Background Information:

Discuss the 2018 Levy Payable in 2019 and 2019 proposed budget at 6:00p.m. in the Truth in Taxation Statements. Public input will be taken after the presentation.

Requested City Council Action

Conduct a Public Hearing on 2018 Levy Payable 2019 and 2019 Budget at 6:00 p.m. as stated in the Truth in Taxation Statements.