



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, June 26, 2017

5:00 PM

City Hall Council Chambers

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, June 26, 2017 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

5:01 PM PRESENTATIONS/PROCLAMATIONS

17-0431 Administer Oath of Office for Police Officer Jeff Roerick & Police Sergeant Kevin Ott

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.

5:05 PM PUBLIC FORUM

5:10 PM COUNCIL REPORTS

5:12 PM APPROVAL OF MINUTES

17-0432 Consider approving Council minutes for Monday, June 12, 2017 Worksession & Regular meetings.

Attachments: [June 12, 2017 Worksession.pdf](#)
[June 12, 2017 Regular Meeting.pdf](#)

VERIFIED CLAIMS

17-0453 Consider approving the verified claims for the period June 6, 2017 to June 19, 2017 in the total amount of \$848,106.53.

Attachments: [COUNCIL BILL LIST 06/26/2017.pdf](#)

5:13 PM 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. [17-0433](#) Consider continuation of Phased Retirement Agreement for Facilities Maintenance employee Ronald Edminster.
Attachments: [Edminster PRO](#)

2. [17-0438](#) Consider a grant submittal to the Blandin Foundation for Master Planning at the IRA Civic Center.
Attachments: [6-26-17 Blandin Planning Grant.pdf](#)

3. [17-0440](#) Consider adopting a resolution calling for a Public Hearing on July 24, 2017 at 5:30 p.m. relating to an issue of Revenue Bonds by the Housing and Redevelopment Authority of the City of St. Paul on behalf of Fairview Health Services.
Attachments: [Grand Rapids Resolution Calling Pub Hearing \(Fairview 2017\)-v2.pdf](#)

4. [17-0441](#) Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2017-3, the Taxilane Utilities Project
Attachments: [6-26-17 Resolution CP 2017-3 Ordering Advertisement](#)

5. [17-0444](#) Consider amending the Agreement to Provide Security Services with Grand Itasca Clinic & Hospital and approve status change of Jared Anderson from part-time to full-time Hospital Security Officer.
Attachments: [Agreement to Provide Security Services Grand Itasca June 2017.pdf](#)

6. [17-0445](#) Consider authorizing the Public Works Department's purchase of a SnowBlast M8500HD snow blower from Titan Machinery under the Minnesota State Purchasing Venture for the amount of \$125,262.02.
Attachments: [2017 1-23 RCA 17-0055 Council Passed](#)

7. [17-0446](#) Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2017-4, the 2017 Street Lighting Project
Attachments: [6-26-17 Resolution CP 2017-4 Order Ad 2017 Street Lighting](#)
[GR140263 TL location-Layout2](#)
[GR140263 It 6 20 17](#)

8. [17-0447](#) Consider approving the hiring of part-time employees at the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.

9. [17-0448](#) Consider authorizing City Administrator to sign contract with KAXE for use of tent for Library Program
Attachments: [KAXE tent contract 6 16 17](#)

10. [17-0449](#) Consider request by the Police Department to donate our found / abandoned bicycles to the Cap Baker Lions Club.
11. [17-0452](#) Consider accepting high bid from Daniel Bergman in the amount of \$4,879, for the sale of the 2005 Chevrolet Impala.
Attachments: [Bergman Bid.pdf](#)
[Detjen Bid.pdf](#)
12. [17-0454](#) Consider approval of a Grant Contract with IRRRB for a \$167,500 Public Works Site Development grant for the Airport Utility Extensions project.
Attachments: [IRRRB Grant Contract - Airport Utilities.pdf](#)
[Airport Utility Extension IRRRB Narrative.pdf](#)
[GR Airport Business Utility Extension plan map.pdf](#)
13. [17-0455](#) Consider adopting a resolution accepting a \$167,500 Public Works Site Development grant from IRRRB for the Airport Utility Extension Project.
Attachments: [Resolution Accepting IRRRB grant for Airport Utility Extensions.pdf](#)
14. [17-0458](#) Consider authorizing City staff to begin the process of filling the Library Public Services Clerk II - Children's position on a part-time basis.

**5:15 SETTING OF REGULAR AGENDA
PM**

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.

ACKNOWLEDGE BOARDS & COMMISSIONS

15. [17-0462](#) Acknowledge minutes for Boards & Commission
Attachments: [May 16, 2017 Golf Board minutes.pdf](#)
[May 17, 2017 PUC Minutes.pdf](#)

**5:16 DEPARTMENT HEAD REPORT
PM**

16. [17-0443](#) Department Head Report: Information Technology
Attachments: [IT Department Head Report June 2017.pdf](#)

**5:25 CIVIC CENTER, PARKS & RECREATION
PM**

17. [17-0439](#) Consider a proposal from Damberg, Scott, Grezina, and Wagner (DSGW) for Master Planning services at the IRA Civic Center.
Attachments: [DSGW Grand Rapids Arena Master Plan.pdf](#)

**5:30 PUBLIC HEARINGS
PM**

18. [17-0436](#) Conduct a public hearing to consider the vacation of a portion of Seventh Street East right-of-way adjacent to Block 1, Grand Rapids Third Division.
- Attachments:** [Potasnak Vacation Request: Area Maps](#)
[Review Committee Comments](#)
[Potasnak Vacation Request: Application](#)

COMMUNITY DEVELOPMENT

19. [17-0437](#) Consider the adoption of a resolution either approving or denying the vacation of a portion of Seventh Street East right-of-way adjacent to Block 1, Grand Rapids Third Division.
- Attachments:** [Potasnak Vacation: Resolution \(draft\)](#)
20. [17-0451](#) Consider the adoption of a resolution approving a Minnesota Investment Fund (MIF) application in connection with the Grand Rapids Economic Development Authority for the ASV Parts Distribution Center project.
- Attachments:** [City Council resolution of support for MIF application by GREDA.pdf](#)
21. [17-0460](#) Consider waiving the requirement to pay off assessments at time of sale of lots 1-4, Block 2 of Lakewood Heights Addition through approval of Estoppel Certificate.
- Attachments:** [6-26-17 Horseshoe Agreement.pdf](#)
[Estoppel Certificate.pdf](#)

**5:50 ENGINEERING
PM**

22. [17-0435](#) Consider approving a Master Partnership Contract between the State of Minnesota and the City of Grand Rapids
- Attachments:** [Master Partnership Agreement 2017-2022](#)
23. [17-0442](#) Consider approving the quote with Barga Incorporated for seal coating City streets
- Attachments:** [Barga replay quote](#)

**6:00 INFORMATION TECHNOLOGY
PM**

24. [17-0381](#) Consider entering into a lease agreement for photo copiers.
- Attachments:** [City of Grand Rapids Response To RFQ \(All Konica\) 051817.pdf](#)

**6:05 ADMINISTRATION DEPARTMENT
PM**

25. 17-0450 Consider authorizing the purchase of a replacement to a City Hall drinking fountain.

Attachments: Northern Air Plumbing & Heating quote
Rapids Plumbing & Heating, Inc. quote

26. 17-0457 Consider a resolution reconsidering participation in the Greenway Joint Recreation Board Taxing district.

27. 17-0459 Consider authorizing the Human Resources Department to enter into an agreement with OPG-3 for Human Resources Employee Files management.

Attachments: OPG-3 Scope of Work

**6:25 ADJOURNMENT
PM**

NEXT REGULAR MEETING IS SCHEDULED FOR JULY 10, 2017, 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



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Legislation Details (With Text)

File #: 17-0431 **Version:** 1 **Name:** Oath of Office
Type: Agenda Item **Status:** PRESENTATIONS/PROCLAMATIONS
File created: 6/19/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Administer Oath of Office for Police Officer Jeff Roerick & Police Sergeant Kevin Ott
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Administer Oath of Office for Police Officer Jeff Roerick & Police Sergeant Kevin Ott



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0432 **Version:** 1 **Name:** Council minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 6/19/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider approving Council minutes for Monday, June 12, 2017 Worksession & Regular meetings.
Sponsors:
Indexes:
Code sections:
Attachments: [June 12, 2017 Worksession.pdf](#)
[June 12, 2017 Regular Meeting.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, June 12, 2017 Worksession & Regular meetings.

Background Information:

Draft minutes for City Council Worksession and Regular meetings, held on Monday, June 12, 2017, are attached for consideration.

Staff Recommendation:

Review attached minutes and approve as presented or with corrections.

Requested City Council Action

Make a motion to approve Council minutes for Monday, June 12, 2017 Worksession & Regular meetings.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, June 12, 2017

3:45 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, June 12, 2017 at 3:45 p.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

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

Tom Pagel, Chad Sterle, Barb Baird, Rob Mattei, Scott Johnson, Matt Wegwerth

Discussion Items

1. Review Riverfront Venue Feasibility Study

Presentation of completed feasibility study regarding proposed Riverfront Venue was conducted by Amy Dettmer, Heidi Bringman from LHB and Sonja Merrild from Arts & Culture Commission. This study will be reviewed and formally adopted by the Arts & Culture Commission at their next meeting.

Received and Filed

3. Legislative Update

Representative Layman and Senator Eichorn provided overview of the most recent legislative session and accomplishments made on behalf of Grand Rapids and Minnesota, including increase to LGA, Reif Bonding and pedestrian bridge. Council requests a return visit in the fall.

Received and Filed

2. Discussion with Greenway Recreation Board

Members of the Greenway Joint Recreation Board appeared before Council requesting reconsideration of Grand Rapids withdrawal from the optional tax. Also requested that Grand Rapids appoint a representative to the Board as this was overlooked since the annexation of the Grand Rapids Township. This will be further discussed at the Council meeting on June 26, 2017.

Referred to the City Council due back on 6/26/2017

4. Review 5:00 PM Regular Meeting

Upon review, item #25 on the Regular agenda will be postponed to a later date.

ADJOURN

There being no further business, the meeting adjourned at 5:13 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, June 12, 2017

5:00 PM

City Hall Council Chambers

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, June 12, 2017 at 5:19 p.m. in City Hall 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, Erik Scott, Eric Trast, Scott Johnson, Lauren VanDenHuevel, Barb Baird, Dale Anderson, Rob Mattei, Lynn DeGrio

5:01 PM PRESENTATIONS/PROCLAMATIONS

Presentation of Life Saving Awards to Andrew Fox & Jamie Mjolsness.

Jim Ducharme, Meds 1, shared the event with Council that inspired this presentation to Andrew Fox & Jamie Mjolsness as well as the YMCA and staff.

Received and Filed

MEETING PROTOCOL POLICY

5:10 PM PUBLIC FORUM

None.

5:15 PM COUNCIL REPORTS

Councilor Zeige provided a recap of the Fairy Garden event held at the MUP. This was a fundraiser, with proceeds to benefit ElderCircle and Active Living Center. Event was well attended and the Multi-Purpose Pavilion was a good venue for this and hopefully other community events in the future.

Councilor Christy announces that a meeting with the Greater Pokegama Lake Association is scheduled for Monday, June 19th, but he is unable to attend. Mr.

Christy believes it would be beneficial if Council had a representative in attendance. Interested members should contact him for details.

**5:18 APPROVAL OF MINUTES
PM**

Consider approving Council Minutes for Monday, May 22, 2017 Worksession and Regular meetings.

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

VERIFIED CLAIMS

Consider approving the verified claims for the period May 16, 2017 to June 5, 2017 in the total amount of \$739,976.93.

A motion was made by Councilor Blake, 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

**5:20 CONSENT AGENDA
PM**

1. Consider approving temporary liquor licenses for United Way of 1000 Lakes for events in July, August & September 2017.
Approved by consent roll call
2. Consider accepting low quotes from SHI and authorizing the purchase of two firewalls and fiber modules at a cost not to exceed \$12,000.
Approved by consent roll call
3. Consider adopting a resolution calling for a Public Hearing on July 10, 2017 at 5:30 p.m. relating to the issuance of General Obligation Street Reconstruction Bonds for 2017 infrastructure projects.
Adopted Resolution 17-39 by consent roll call
4. Consider adopting a resolution amending the City's Data Access Procedures.
Adopted Resolution 17-40 by consent roll call
5. Consider accepting the resignation of Bradley Thompson from the Grand Rapids Fire Department.

Approved by consent roll call

6. Consider approving a temporary liquor license for MacRostie Art Center, event scheduled for Friday, July 7, 2017.

Approved by consent roll call

7. Consider approving the hiring of part-time employees at the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.

Approved by consent roll call

8. Considering adopting a resolution authorizing staff to apply and accept a grant from the Minnesota Department of Public Safety

Adopted Resolution 17-41 by consent roll call

9. Consider approval of a Grant Contract with IRRRB for a Commercial Redevelopment Grant to complete demolition and hazardous material abatement associated with the Rapids Brewing (Block 19 Redevelopment) project.

Approved by consent roll call

10. Consider adopting a resolution accepting a \$96,140.00 Commercial Redevelopment Grant from Iron Range Resources and Rehabilitation Board (IRRRB)

Adopted Resolution 17-42 by consent roll call

11. Consider a resolution authorizing the submittal of a State Bond request for the IRA Civic Center Expansion/Renovation project.

Adopted Resoluton 17-43 by consent roll call

12. Consider approving both Drew Sjostrand and Allen Watland for employment as 2017 Part-Time Summer Maintenance Workers for the Public Works Department.

Approved by consent roll call

13. Consider Golf Course Equipment Trade In

Approved by consent roll call

14. Consider approving SLA 2010-5c with SEH for design and construction services related to CP 2010-5, Mississippi River Pedestrian Bridge

Approved by consent roll call

15. Consider entering into Governmental Lease-Purchase Agreement with TCF Equipment Finance.

Adopted Resolution 17-44 by consent roll call

16. Consider selling materials from the North Rinks to the City of Bigfork.

Approved by consent roll call

17. Consider adopting an Ordinance amending Chapter 10 of the City Code, which addresses animals within the city.

Adopted Ordinance 17-06-05 by consent roll call

18. Consider approving a new Off Sale 3.2% Malt Liquor License to Miner's Incorporated dba SuperOne Foods #520, license from June - December 31, 2017.

Approved by consent roll call**Approval of the Consent Agenda**

A motion was made by Councilor Christy, seconded by Councilor Zeige, to approve the Consent agenda 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

**5:22 SETTING OF REGULAR AGENDA
PM**

A motion was made by Councilor Tasha Connelly, seconded by Councilor Rick Blake, to approve the Regular agenda as amended. The motion PASSED by unanimous vote.

ACKNOWLEDGE BOARDS & COMMISSIONS

19. Acknowledge minutes for Boards & Commissions

Acknowledge the following:
Human Rights Minutes: April 26, 2017
HRA Minutes: February 15, 2017, March 15, 2017 and April 19, 2017

**5:23 DEPARTMENT HEAD REPORT
PM**

20. Park, Recreation & Civic Center - Dale Anderson, Director

Director Dale Anderson provided a semi-annual update for Park, Recreation & Civic Center activities including the following:

*~ Staff
~ Recreation programs
~ Multi-Use Pavilion
~ Civic Center Maintenance
~ Schedule of Events
~ Community Reader Board*

Received and Filed

5:33 COMMUNITY DEVELOPMENT

PM

21. Reconvene consideration of a resolution either approving or denying the vacation of a portion of the unnamed, platted, right-of-way adjacent to Lot 7, Plat of Elm Park.

Mr. Mattei reviewed the public hearing held on May 22nd, and the Council action to table this item to allow staff time to work with residents in an effort to reach a compromise. The amended vacation request is presented for consideration.

A motion was made by Councilor Connelly, seconded by Councilor Blake, to adopt Resolution 17-45, vacating a portion of unnamed, platted right of way adjacent to Lot 7, Plat of Elm Park. The motion carried by the following vote.

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

22. Consider adopting a resolution approving the Fourth Amendment to the Amended and Restated Contract for Private Development with Grand Plaza Limited Partnership

A motion was made by Councilor Blake, seconded by Councilor Connelly, to adopt Resolution 17-46, fourth amendment to amended & restated contract for private development with Grand Plaza Limited Partnership 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

23. Consider approval of an Agreement with Northrock Development L.L.C. and P&R Properties of Grand Rapids L.L.C.

A motion was made by Councilor Christy, seconded by Councilor Zeige, approved the agreement with Northrock Development L.L.C. & P&R Properties of Grand Rapids L.L.C. 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

24. Consider approving a proposal from SEH for professional services associated with the Rapids Brewing (Block 19 Redevelopment) demolition and hazardous material abatement project

A motion was made by Councilor Zeige, seconded by Councilor Connelly, approved professional services with SEH for Rapids Brewing demolition & hazardous material abatement project. The motion carried by the following vote.

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

**5:55 INFORMATION TECHNOLOGY
PM**

25. Consider entering into a lease agreement for photo copiers.

This item was postponed to a later date.

**6:00 ADMINISTRATION DEPARTMENT
PM**

26. Consider appointment of Sean Martinson and Ashley Moran to Firefighter Trainee positions.

A motion was made by Councilor Tasha Connelly, seconded by Councilor Bill Zeige, appointing Sean Martinson & Ashley Moran as Firefighter Trainees. The motion PASSED by unanimous vote.

27. Consider the appointment of Kevin Ott to the position of Police Sergeant.

A motion was made by Councilor Tasha Connelly, seconded by Councilor Bill Zeige, appointing Kevin Ott to Police Sergeant, effective June 14, 2017. The motion PASSED by unanimous vote.

**6:10 ADJOURNMENT
PM**

A motion was made by Councilor Dale Christy, seconded by Councilor Bill Zeige, to adjourn the meeting at 6:07 PM. The motion PASSED by unanimous vote.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



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Legislation Details (With Text)

File #: 17-0453 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Verified Claims **Status:** Verified Claims
File created: 6/21/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider approving the verified claims for the period June 6, 2017 to June 19, 2017 in the total amount of \$848,106.53.

Sponsors:

Indexes:

Code sections:

Attachments: [COUNCIL BILL LIST 06/26/2017.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period June 6, 2017 to June 19, 2017 in the total amount of \$848,106.53.

Requested City Council Action

Make a motion approving the verified claims for the period June 6, 2017 to June 19, 2017 in the total amount of \$848,106.53.

DATE: 06/21/2017
 TIME: 13:28:09
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 06/26/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0300018	CS HANDYMAN INC	575.00
1405550	NEOPOST USA INC	648.00
TOTAL CITY WIDE		1,223.00
ADMINISTRATION		
0718060	GRAND RAPIDS HERALD REVIEW	928.25
1300032	MCFOA TREASURER	80.00
TOTAL ADMINISTRATION		1,008.25
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	42.74
0920060	ITASCA COUNTY TREASURER	230.36
1909450	SILVERTIP GRAPHICS SIGNS	95.50
1909510	SIM SUPPLY INC	65.26
TOTAL BUILDING MAINTENANCE-CITY HALL		433.86
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	149.50
0920060	ITASCA COUNTY TREASURER	34.45
TOTAL COMMUNITY DEVELOPMENT		183.95
COUNCIL/COMMISSION/BOARDS		
0914197	INDEPENDENCE FIREWORKS ACCOUNT	3,500.00
TOTAL COUNCIL/COMMISSION/BOARDS		3,500.00
FINANCE		
0809436	HILDI INC	2,200.00
TOTAL FINANCE		2,200.00
FIRE		
0401804	DAVIS OIL	292.26
0513231	EMERGENCY APPARATUS	97.82
0513235	EMERGENCY RESPONSE SOLUTIONS	2,068.36
0717996	GRAND ITASCA CLINIC	178.57

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 06/26/2017

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FIRE		
0920060	ITASCA COUNTY TREASURER	63.26
2300600	W.P. & R.S. MARS COMPANY	1,181.76
	TOTAL FIRE	3,882.03
INFORMATION TECHNOLOGY		
0914690	INSIGHT PUBLIC SECTOR SLED	1,416.00
1915248	SOFTWARE HARDWARE INTEGRATION	981.00
	TOTAL INFORMATION TECHNOLOGY	2,397.00
PUBLIC WORKS		
0104799	ADVANCED SERVICES INC	1,086.00
0212553	BLOOMERS GARDEN CENTER	134.28
0221650	BURGGRAF'S ACE HARDWARE INC	123.11
0301685	CARQUEST AUTO PARTS	61.74
0315455	COLE HARDWARE INC	270.99
0401804	DAVIS OIL	855.25
0409125	DIAMOND VOGEL PAINTS	1,331.04
0421695	DUST B GONE	438.80
0501650	EARL F ANDERSEN	101.40
0518366	ERICKSON'S ITASCA LUMBER INC	12.80
0601690	FASTENAL COMPANY	26.27
0718010	CITY OF GRAND RAPIDS	183.72
0718032	GRAND RAPIDS GREENHOUSE	4,228.20
0800074	H & R CONSTRUCTION CO	2,050.00
0801547	HANSENS WELDING TANK & TRUCK	481.25
0920060	ITASCA COUNTY TREASURER	635.75
1001525	JANICKE BAKERY	33.60
1200500	L&M SUPPLY	202.46
1201730	LATVALA LUMBER COMPANY INC.	420.79
1205110	LEASE LANDSCAPING	34.25
1309355	MINNESOTA TORO	1,357.60
1309495	MINUTEMAN PRESS	58.00
1503150	OCCUPATIONAL DEVELOPMENT CTR	1,050.00
1615427	POKEGAMA LAWN AND SPORT	15.30
1618555	PROFESSIONAL TURF & RENOVATION	2,300.00
1801615	RAPIDS WELDING SUPPLY INC	15.70
1801899	RAY'S SPORT & CYCLE	134.99
1813125	RMB ENVIROMENTAL	84.00
1908248	SHERWIN-WILLIAMS	451.95
1920555	STOKES PRINTING & OFFICE	48.89
2305453	WESCO DISTRIBUTION INC	3,204.00
	TOTAL PUBLIC WORKS	21,432.13

DATE: 06/21/2017
 TIME: 13:28:09
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/26/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
0920060	ITASCA COUNTY TREASURER	71.64
1500700	OSI ENVIRONMENTAL BR 50	100.00
1920555	STOKES PRINTING & OFFICE	4.99
TOTAL FLEET MAINTENANCE		176.63
POLICE		
0308096	CHADER BUSINESS EQUIPMENT	15.00
0920060	ITASCA COUNTY TREASURER	3,075.38
1301025	MAKI BODY & GLASS	2,199.89
1920555	STOKES PRINTING & OFFICE	46.37
TOTAL POLICE		5,336.64
RECREATION		
1105444	KELLER FENCE COMPANY	865.00
TOTAL RECREATION		865.00
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	50.46
0609457	FILTHY CLEAN INC	1,300.00
TOTAL		1,350.46
AIRPORT		
0103325	ACHESON TIRE COMPANY INC	95.00
0112100	ALAMO SALES CORP	1,069.55
0221650	BURGGRAF'S ACE HARDWARE INC	39.98
0301685	CARQUEST AUTO PARTS	42.20
0315455	COLE HARDWARE INC	19.96
0920060	ITASCA COUNTY TREASURER	24.98
1801590	RAPIDS FORD LINCOLN	333.30
TOTAL		1,624.97
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	33.04

DATE: 06/21/2017
 TIME: 13:28:09
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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/26/2017

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
0218750	BRUIN CONSTRUCTION INC	90.00
0221650	BURGGRAF'S ACE HARDWARE INC	362.51
0315455	COLE HARDWARE INC	267.24
0920060	ITASCA COUNTY TREASURER	38.47
1301168	MARKETPLACE FOODS	166.92
1605611	PEPSI-COLA	743.68
1901535	SANDSTROM COMPANY INC	932.63
1905150	SECURITY ACCESS CONTROL	54.00
1908248	SHERWIN-WILLIAMS	870.96
TOTAL GENERAL ADMINISTRATION		3,559.45
STATE HAZ-MAT RESPONSE TEAM		
0121721	AUTO VALUE - GRAND RAPIDS	20.97
2300600	W.P. & R.S. MARS COMPANY	41.70
TOTAL		62.67
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	237.58
0421455	DULUTH NEWS TRIBUNE	338.52
0920060	ITASCA COUNTY TREASURER	357.68
1612045	PLAGEMANN'S LANDSCAPING	1,282.50
1615427	POKEGAMA LAWN AND SPORT	201.97
TOTAL		2,418.25
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	16.56
0701650	GARTNER REFRIGERATION CO	301.00
0920060	ITASCA COUNTY TREASURER	90.13
TOTAL		407.69
GENERAL CAPITAL IMPRV PROJECTS		
KIESLER WELLNESS SITE PROJ		
0301705	CASPER CONSTRUCTION INC	13,753.77
TOTAL KIESLER WELLNESS SITE PROJ		13,753.77

DATE: 06/21/2017
 TIME: 13:28:09
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 06/26/2017

VENDOR #	NAME	AMOUNT DUE
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-PUBLIC WORKS		
1301015	MACQUEEN EQUIPMENT INC	97,168.50
TOTAL CAPITAL OUTLAY-PUBLIC WORKS		97,168.50
AIRPORT CAPITAL IMPRV PROJECTS		
2017 TAXIWAY/APRON PJT		
0609510	FINANCE AND COMMERCE INC	291.45
TOTAL 2017 TAXIWAY/APRON PJT		291.45
IRA CVC CTR CAPITAL PJT		
MULTI-USE OUTDOOR PAVILION		
0308104	CHAMPION IRON, LLC	73,075.38
TOTAL MULTI-USE OUTDOOR PAVILION		73,075.38
2017 INFRASTRUCTURE BONDS		
2009-1 4TH AVE & 13TH ST NW		
0301705	CASPER CONSTRUCTION INC	88,130.63
TOTAL 2009-1 4TH AVE & 13TH ST NW		88,130.63
STORM WATER UTILITY		
0221650	BURGGRAF'S ACE HARDWARE INC	294.97
0315455	COLE HARDWARE INC	44.80
0401804	DAVIS OIL	1,349.12
0421725	DUTCH ROOM INC	169.13
0718060	GRAND RAPIDS HERALD REVIEW	115.00
0801535	HAMMERLUND CONSTRUCTION INC	21,068.00
0801836	HAWKINSON SAND & GRAVEL	49.92
0920060	ITASCA COUNTY TREASURER	377.18
1309495	MINUTEMAN PRESS	478.13
1920555	STOKES PRINTING & OFFICE	4.99
TOTAL		23,951.24
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$ 348,432.95
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0113232	AMERIFLEX BUSINESS SOLUTIONS	524.70
0116600	APPLE VALLEY, CITY OF	1,103.00

DATE: 06/21/2017
 TIME: 13:28:09
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 06/26/2017

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0126725	AZTECA SYSTEMS INC	500.00
0200024	BP	104.70
0212750	BLUE CROSS & BLUE SHIELD OF MN	48,528.50
0305530	CENTURYLINK COMMUNICATIONS LLC	259.00
0717996	GRAND ITASCA CLINIC	184.16
0718015	GRAND RAPIDS CITY PAYROLL	325,224.90
0718070	GRAND RAPIDS STATE BANK	949.02
0920036	ITASCA COUNTY ATTORNEY OFFICE	816.00
0920055	ITASCA COUNTY RECORDER	207.00
1301146	MARCO TECHNOLOGIES, LLC	2,435.76
1305046	MEDIACOM LLC	10.50
1305065	MEDTOX LABORATORIES INC	24.85
1309098	MINNESOTA DEPT OF ADMN	626.00
1309199	MINNESOTA ENERGY RESOURCES	259.98
1309332	MN STATE RETIREMENT SYSTEM	1,690.00
1309335	MINNESOTA REVENUE	5,969.09
1405435	JEREMY NELSON	58.00
1405550	NEOPOST USA INC	1,000.00
1405850	NEXTERA COMMUNICATIONS LLC	440.03
1415026	MICHELLE NORRIS	230.00
1516220	OPERATING ENGINEERS LOCAL #49	37,310.00
1609561	PIONEER TELEPHONE	9.54
1621130	P.U.C.	34,387.18
1621225	JEREMIAH PUELSTON	77.04
1809165	DBA RICOH USA INC	655.98
2000490	TDS Metrocom	742.64
2114750	UNUM LIFE INSURANCE CO OF AMER	257.89
2209665	VISA	5,729.82
2209705	VISIT GRAND RAPIDS INC	17,214.77
2305300	MATTHEW WEGWERTH	130.54
2315625	AMANDA MACDONELL	672.99
T001064	GARY OR KAREN PARTLOW	1,000.00
T001147	EIP CREDIT CO LLC	10,340.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$499,673.58
TOTAL ALL DEPARTMENTS		848,106.53



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	17-0433	Version:	1	Name:	Continuation of Phased Retirement Agreement for Facilities Maintenance employee Ronald Edminster.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	6/19/2017	In control:		In control:	City Council
On agenda:	6/26/2017	Final action:		Final action:	
Title:	Consider continuation of Phased Retirement Agreement for Facilities Maintenance employee Ronald Edminster.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Edminster PRO				

Date	Ver.	Action By	Action	Result
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Consider continuation of Phased Retirement Agreement for Facilities Maintenance employee Ronald Edminster.

Background Information:

Ron Edminster, Facilities Maintenance, has been on the Phased Retirement Program since July 31, 2014. This program has provided a transition period for Ron's retirement as well as provides a benefit to the City while a replacement had been found.

We would like to have Ron continue to assist with the completion of some of our ongoing plans, particularly our energy projects. We are also considering having Ron assist the current Facilities Maintenance Manager with re-staining the Grand Rapids Area Library. As we continue to explore future opportunities and potential collaboration with our buildings, Ron's expertise will be beneficial.

Ron's current monthly salary is \$1,310.00, which was the PERA limit for 2016. We are recommending his monthly salary be increased to \$1,410.00, which is the 2017 limit. The City does not provide health insurance, Flexible Time Off, Social Security Benefits, or overtime.

Staff Recommendation:

City Administrator Tom Pagel, Public Works Director Jeff Davies, and Human Resources Director Lynn DeGrio are recommending extending the Phased Retirement Agreement with Ron Edminster effective August 1, 2017 to July 31, 2018.

Requested City Council Action

Make a motion to extend the Phased Retirement Agreement for Facilities Maintenance employee Ronald Edminster from August 1, 2017 through July 31, 2018 at a rate of \$1,410.00 per month.

June 6, 2017

PERA ID No. 400070

LYNN DE GRIO
CITY OF GRAND RAPIDS
420 N POKEGAMA AVE
GRAND RAPIDS MN 55744

Re: Ronald Edminster

Dear Lynn De Grio:

The phased retirement option (PRO) agreement will be ending on July 31, 2017 for Ronald Edminster. This agreement is limited to one year. An employer may extend the individual's employment for periods of up to one year. No more than four renewals may occur.

Participation in PERA's phased retirement program stops at the conclusion of the employee's initial or renewed agreement, whichever is later. When an employee's participation in the phased retirement program ends, the employer must promptly inform PERA. Similarly, employers must notify PERA if an employee covered by a PRO agreement terminates public service.

Enclosed is a new phased retirement option (PRO) agreement form to be completed by both the employer and the employee if you decide to offer a PRO renewal. If you do agree to a PRO renewal with Ronald Edminster, this form must be returned to PERA as soon as possible. Enclosed is a verification of employment status form that should be completed if there is not a PRO renewal.

If you have any questions regarding this matter, please feel free to contact our office.

Sincerely,


Lisa Colstrom
Retirement Services Coordinator

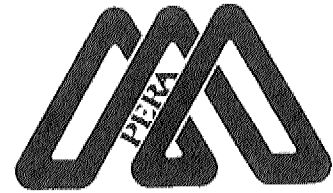
PS/lc

cc: Ronald Edminster

Phased Retirement Option Agreement

Public Employees Retirement Association (PERA)

60 Empire Drive, Suite 200, Saint Paul, MN 55103-2088
 Member Information Services: 651-296-7460 or 1-800-652-9026
 PERA Fax Number: 651-297-2547; PERA Web site: www.mnpera.org



Instructions: Please complete the form below in its entirety and submit to PERA. The employee and employer must enter into a Phased Retirement Option (PRO) agreement before the employee terminates employment. In addition, PERA must receive the PRO agreement before the PRO begins and should accompany a completed *Application for PERA Retirement Benefits*.

PRO Renewals: Please complete a new *Phased Retirement Agreement* form and submit to PERA prior to the PRO renewal date.

Please read the reverse side for details about PRO eligibility requirements.

Part A - Identification		
Name of Individual to be employed under the PRO Agreement: <i>Ronald Edminster</i>	PERA Member ID No.: <i>400070</i>	
Address:	Last 4 digits of Social Security No.: <i>2675</i>	
Name of Employer offering PRO employment: <i>City of Grand Rapids</i>	PERA Employer Number (6-digits): <i>495200</i>	
Part B - For completion by the employer that will employ the individual under a PRO		
Dates of the Phased Retirement Employment : (must be limited to a one-year period)	Begin Date: <i>8/1/2017</i>	End Date: <i>7/31/2018</i>
Identify if this is the first agreement covering phased retirement for this employee or renewal of a prior agreement: <input type="checkbox"/> Initial Agreement <input type="checkbox"/> 1 st Renewal <input type="checkbox"/> 2 nd Renewal <input checked="" type="checkbox"/> 3 rd Renewal <input type="checkbox"/> 4 th Renewal		
<i>Note: Phased retirement employment may be for periods of up to one year, not to exceed a total duration of five years.</i>		
I understand that wages earned by the named individual during this period of employment must be reported to PERA and that the amounts will not be subject to PERA withholding. I further certify that this individual will be employed in accordance with the phased retirement employment conditions described in this agreement and in M.S. §353.371, and I agree to ensure that this governmental unit complies with all related requirements.		
Signature of Employer Representative:		Date of Signature:
Part C - For completion by PERA member		
I have accepted phased retirement employment with (check the one that applies): <input checked="" type="checkbox"/> The same governmental unit for which I am currently employed. <input type="checkbox"/> A different governmental unit than my current employer. <i>Please indicate the name of your current employer: _____ and your anticipated date of termination with this unit of government (month/day/year): ____/____/____</i>		
I have read the requirements that must be met to qualify for the phased retirement program on the back of this form and confirm that I will meet all of the criteria. I understand that my PERA retirement benefit will be effective on the first day of the month following the begin date of my initial PRO agreement; however, if my agreement begins on the first day of a calendar month, my benefit will be effective on that day. I further realize that while employed in a phased retirement position, I will not accrue service credits in PERA and my retirement benefit will not be subject to reduction under the provisions regarding reemployed annuitants (M.S. §353.37). I understand and accept the conditions of phased retirement employment described in this agreement and in M.S. §353.371.		
Signature of PERA Member:		Date of Signature:



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0438 **Version:** 1 **Name:** Blandin Grant Submittal for Master Planning at Civic Center
Type: Agenda Item **Status:** Consent Agenda
File created: 6/20/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider a grant submittal to the Blandin Foundation for Master Planning at the IRA Civic Center.
Sponsors:
Indexes:
Code sections:
Attachments: [6-26-17 Blandin Planning Grant.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider a grant submittal to the Blandin Foundation for Master Planning at the IRA Civic Center.

Background Information:

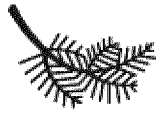
One of the City Council goals is to "Create a master plan for expansion and improvements to the Civic Center considering multiple community needs". Staff has received a proposal to accomplish this from Damberg, Scott, Grezina, and Wagner, with a total fee of \$16,000. The attached grant request to the Blandin Foundation requests \$8,000 to assist with the funding of the planning effort.

Staff Recommendation:

City staff is recommending a motion to submit a grant request to the Blandin Foundation requesting \$8,000 to assist with the funding of a Master Plan for the IRA Civic Center.

Requested City Council Action

Make a motion to submit a grant request to the Blandin Foundation requesting \$8,000 to assist with the funding of a Master Plan for the IRA Civic Center.



Blandin Foundation™
STRENGTHENING RURAL MINNESOTA

Previous Relationship

I have been in contact with the Blandin Foundation in the past regarding a grant, program or event. ?

Organization Information

Organization Name ? City of Grand Rapids

IRS 501(c)(3) not-for-profit? ? No

Public agency/unit of government? ? Yes

What is your project's name? IRA Civic Center Master Planning

Age of Ed Grant Recip 0

Fiscal Sponsor Information

Fiscal Sponsor ?

Fiscal Sponsor legal name

Fiscal Sponsor EIN

Sponsor's Contact Name ?

Sponsor's Contact email ?

Fiscal Sponsor Address

Proposal Overview

Start Date 7/9/2017

End Date 11/1/2017

Geographic ? Grand Rapids/Itasca Area

Project Summary The IRA Civic Center Expansion/Renovation is a collaborative project between the City of Grand Rapids, Itasca Area Schools Collaborative (IASC), Girls & Boys Club of Grand Rapids & Greenway, Itasca County YMCA, and Grand Itasca/Fairview Medical. The focus is to address children's needs like daycare, preschool, afterschool activities, sports injury rehabilitation, and rehabilitation of arena infrastructure.

The IRA Civic Center is a city owned facility. Its primary use is hockey with two sheets of ice. The west venue hosts hockey from July 1 through April 30th Annually while the east venue is utilized for hockey from October 1 through March 30 annually. The hours of use are typically 3:30 pm to 10 pm daily. When not used for hockey the facility is host to trade shows and other dry floor events. By expanding and diversifying the use of the facility, public infrastructure will be utilized more efficiently.

In order to further develop this concept, develop opinion of costs, and create financial models, it is necessary to develop a master plan.

Please give a short summary of diversity on your board and staff

There are five different entities initially involved in the Master Planning phase. They consist of the City of Grand Rapids, Itasca Area Schools Collaborative (IASC), YMCA, Boy & Girls Club, and Grand Itasca Hospital & Clinic. Between these five entities there is diversity in gender, mission, and ethnicity.

1. What are the goals of your project?

The goal of this expansion/renovation project is to collaborate with other service providers to maximize the use of public infrastructure by address daycare needs, early childhood development needs, providing activities for youth who are not active in sports, and sports medicine rehabilitation needs. By bringing these groups under one roof the use of the civic center will be maximized. In addition, the mechanical systems and ADA accessibility need to be upgraded. In order to achieve the goals, the civic center needs to be renovated and expanded.

Budget Summary

Fiscal Year Start	January
Fiscal Year End	December
Organization Budget	\$ 8,705,608.00
Total Project Budget	\$ 16,000.00
Amount Requested	\$ 8,000.00

Proposal Narrative

Proposal Narrative

The Itasca County area has a childcare gap of 557. This was determined in 2016 by First Children’s Finance through the Itasca County Child Care Work Group. This gap is currently served today by variances (historical), unemployment, and underemployment, family, friends, and neighbors, legal unlicensed care, and out of area care. This shortfall is not projected to reduce as census indicates that children of ages under 5 are not projected to decline. To address this shortfall, key recommendations from that report were: 1) Leverage right-size solutions to develop new child care slots through partnerships between providers and local businesses and 2) Raise grant money for new family child care start-ups with a target focus on current students in local early childhood education programs. Additionally, lack of facilities was identified as a major barrier to childcare.

The Meadowlark Institute, in 2017, identified a key workforce shortage issue in Itasca County area is attributed to lack of childcare. Other issues were aging workforce, and that we should be targeting 25 to 40 year olds as 60% of the workforce will be by millennials by 2020 and 75% by 2025. Keeping the target population in mind, action items out of this study included needing to enhance potential partnerships to create work site childcare services. Further supporting the need for partnerships and collaboration.

The Itasca County YMCA currently provides daycare services. They would like to expand, but they do not have the ability to physically grow at their facility. IASC provides early childhood education throughout Itasca County but are limited in growth due to lack of space. By expanding the IRA Civic Center, the collaboration of the YMCA and IASC, will be able to address some of the daycare shortfall of 557 children.

Grand Itasca/Fairview Medical is the second largest employer in Itasca County with 617 employees. It has been historically difficult to recruit healthcare employees in rural Minnesota; the lack of daycare makes it even more difficult. By collocating a medical facility with childcare at the IRA Civic Center, they believe they will improve their ability to recruit medical professionals. In addition, having on-site medical services, will enhance the health of children and athletes who utilize the facility. A similar collaboration was created in 2015 between the YMCA and Grand

Itasca/Fairview. This partnership has received national recognition because of both organizations willingness to collaborate to improve health and wellness in a shared space. This established collaborative will be duplicated and expanded at the IRA Civic Center.

The Boys & Girls Club of Grand Rapids and Greenway was established in 2016 under the Duluth charter. They will initially provide services at the Grand Rapids Middle School starting this fall of 2017. This is a short-term location due to the space needs of the school district. As a result, the Boys & Girls Club will need a permanent home. The Club was created because of limited access to out of school time enrichment programming. At this time 1 in 3 Itasca area youth reported no weekly participation in community programs or activities outside of the school day, 44% of households with children had problems paying for after-school opportunities in the Itasca area, and 2 in 3 Itasca area youth report they don't participate in non-athletic activities after school. With a project ground participation of 150 youth and space needs imminent, co-locating at the IRA Civic Center bridges youth programming with civic engagement in an environment where youth already congregate. An identical partnership was created at the Duluth Heritage Center where their Boys & Girls Club is located at the hockey facility.

In 2020 the production and importation of R-22 refrigerant in the U.S. will be halted due to its high ozone depleting potential. Knowing this, Stevens Engineering develop a plan to replace out existing R-22 refrigeration system in the West venue, which was built in 1967. Their recommendation is to connect the West Rink floor to the ammonia-based refrigeration system in the East Rink, which was built in 1995. Serving two rink floors from one common refrigeration system is the most efficient type of operation. This will require adding cooling capacity to the existing ammonia-based system and replacing the rink floor in the West Venue.

Great strides have been made in implementing ADA accessibility in our facility over the past two years installing automated entrances and remodeling restrooms to meet current ADA standards. Unfortunately, having two levels within the facility, a person confined to a wheelchair must currently go outside to move from one level to the other. The construction of an elevator would eliminate this inconvenience and make our entire facility ADA accessible.

In 1980 an addition was built onto the south end of the Civic Center to provide additional locker rooms and a large upper lobby that provided an enclosed viewing area and a large concession stand. In 1995 a second sheet of ice was added to the facility which included a new lobby area and concession stand which now serves as the primary concessions for the facility. Remodeling the upper lobby would allow us to reduce the size of the old concession stand making the space more marketable for larger meetings, banquets and receptions.

When the east venue was constructed in 1995, an enclosed viewing area and banquet facilities were cut from the project to meet budget. With hockey tournaments now accounting for a huge portion of our local tourism dollars during the winter months, improving the overall experience while at our facility is imperative. Offering an enclosed viewing area of the East venue and having banquet facilities to host events for visiting teams would ensure continued growth of tournaments and the local economy.

I plan to mail or email additional information to support my grant request



Contact Role

Contact Name	Organization Name	Role	Is Primary	Action
Tom Pagel	City of Grand Rapids	Other	<input checked="" type="checkbox"/>	
Tom Pagel	City of Grand Rapids	Scholarship Student	<input checked="" type="checkbox"/>	

Attachments

[Budget.pdf](#)

Once you save your application, please remember to click **'Submit'**. Otherwise, the Blandin Foundation will not know if your application is ready for processing.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0440 **Version:** 1 **Name:** Calling for Public Hearing Fairview/Grand Itasca
Type: Agenda Item **Status:** Consent Agenda
File created: 6/20/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider adopting a resolution calling for a Public Hearing on July 24, 2017 at 5:30 p.m. relating to an issue of Revenue Bonds by the Housing and Redevelopment Authority of the City of St. Paul on behalf of Fairview Health Services.

Sponsors:

Indexes:

Code sections:

Attachments: [Grand Rapids Resolution Calling Pub Hearing \(Fairview 2017\)-v2.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution calling for a Public Hearing on July 24, 2017 at 5:30 p.m. relating to an issue of Revenue Bonds by the Housing and Redevelopment Authority of the City of St. Paul on behalf of Fairview Health Services.

Background Information:

Fairview Health Services, a Minnesota nonprofit corporation, and its affiliates (the “Corporation”), has advised this Council of its desire to finance the acquisition of facilities described herein with proceeds of revenue bonds (the “Bonds”) issued by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota’s (the “Issuer”) under the authority of Minnesota Statutes, Sections 469.152 through 469.165. The proceeds of the Bonds are proposed to be used, in part, to refinance a loan the proceeds of which were used to construct and equip the Grand Itasca Clinic & Hospital, located at 1601 Golf Course Road in the City (“Grand Itasca”).

Since a portion of the project proposed to be financed and refinanced by the Bonds is located in the City, Section 147(f) of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, require that prior to the issuance of the Bonds, this Council approve the issuance of the Bonds by the Issuer, after conducting a public hearing thereon. A public hearing on the proposal that the Issuer issue the Bonds is hereby called and shall be held on July 24, 2017, at 5:30 p.m., at the City Hall.

The law firm of Dorsey & Whitney LLP, is the Bond Counsel and they are assisting in the preparation and review of the necessary documents relating to the project and bond issue.

Staff Recommendation:

Staff is recommending adopting a resolution calling for a Public Hearing on July 24, 2017 at 5:30 p.m. relating to an issue of Revenue Bonds by the Housing and Redevelopment Authority of the City of St. Paul on behalf of Fairview Health Services.

Requested City Council Action

Make a motion adopting a resolution calling for a Public Hearing on July 24, 2017 at 5:30 p.m. relating to an issue of Revenue Bonds by the Housing and Redevelopment Authority of the City of St. Paul on behalf of Fairview Health Services.

RESOLUTION CALLING FOR A PUBLIC HEARING ON AN
ISSUE OF REVENUE BONDS BY THE HOUSING AND
REDEVELOPMENT AUTHORITY OF THE CITY OF ST.
PAUL ON BEHALF OF FAIRVIEW HEALTH SERVICES

BE IT RESOLVED by the City Council of the City of Grand Rapids, Minnesota (the “City”), as follows:

1. Fairview Health Services, a Minnesota nonprofit corporation, and its affiliates (the “Corporation”), has advised this Council of its desire to finance the acquisition of facilities described herein with proceeds of revenue bonds (the “Bonds”) issued by the Housing and Redevelopment Authority of the City of Saint Paul, Minnesota’s (the “Issuer”) under the authority of Minnesota Statutes, Sections 469.152 through 469.165. The proceeds of the Bonds are proposed to be used, in part, to refinance a loan the proceeds of which were used to construct and equip the Grand Itasca Clinic & Hospital, located at 1601 Golf Course Road in the City (“Grand Itasca”).

2. Since a portion of the project proposed to be financed and refinanced by the Bonds is located in the City, Section 147(f) of the Internal Revenue Code of 1986, as amended, and regulations promulgated thereunder, require that prior to the issuance of the Bonds, this Council approve the issuance of the Bonds by the Issuer, after conducting a public hearing thereon. A public hearing on the proposal that the Issuer issue the Bonds is hereby called and shall be held on July 24, 2017, at 5:30 p.m., at the City Hall.

3. Dorsey & Whitney LLP, as bond counsel, shall cause notice of the public hearing, in substantially the form attached hereto as Exhibit A, to be published in a newspaper of general circulation in the City, once not fewer than 14 days prior to the date fixed for the public hearing.

Adopted by the City Council of the City of Grand Rapids on this 26th day of June, 2017.

Mayor

Attest: _____
City Administrator

The motion for adoption of the foregoing resolution was duly seconded by Councilmember _____, and upon vote being taken thereon the following voted in favor thereof:

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

CITY OF GRAND RAPIDS
420 NORTH POKEGAMA AVENUE
GRAND RAPIDS, MINNESOTA 55744

NOTICE OF PUBLIC HEARING ON THE ISSUANCE OF REVENUE BONDS
UNDER MINNESOTA STATUTES, SECTIONS 469.152 TO 469.165,
ON BEHALF OF FAIRVIEW HEALTH SERVICES

NOTICE IS HEREBY GIVEN that a public hearing shall be conducted by the City Council of the City of Grand Rapids, Minnesota (the "City"), at the City Hall, 420 North Pokegama Avenue, on July 24, 2017, at 5:30 p.m., on a proposal that The Housing and Redevelopment Authority of the City of St. Paul (the "Issuer") issue revenue bonds (the "Bonds") on behalf of Fairview Health Services, a Minnesota nonprofit corporation, and its affiliates (the "Corporation"), in one or more series, pursuant to Minnesota Statutes, Sections 469.152 to 469.165, as amended, in an amount not to exceed approximately \$225,000,000. A portion of the proceeds of the proposed Revenue Bonds will be used to finance the acquisition of Grand Itasca Clinic & Hospital, located at 1601 Golf Course Road in the City by refinancing a loan used to finance the construction and equipping of the Grand Itasca Clinic & Hospital (the "Project"). The Revenue Bonds will not be issued by the City.

All persons interested may appear and be heard at the time and place set forth above, or may submit written comments with the City Manager prior to the date of the hearing set forth above.

Dated: June 26, 2017.

By s/ Tom Pagel
City Administrator
City of Grand Rapids



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0441 **Version:** 1 **Name:** CP 2017-3 Order Advertisement_Taxilane Utilities
Type: Agenda Item **Status:** Consent Agenda
File created: 6/20/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2017-3, the Taxilane Utilities Project
Sponsors:
Indexes:
Code sections:
Attachments: [6-26-17 Resolution CP 2017-3 Ordering Advertisement](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2017-3, the Taxilane Utilities Project

Background Information:

Plans and specifications are complete and ready for advertising for bids on CP 2017-3, the Taxilane Utilities Project. The attached resolution moves the project forward.

Staff Recommendation:

City staff recommends adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2017-3, the Taxilane Utilities Project

Requested City Council Action

A motion adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2017-3, the Taxilane Utilities Project

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

RESOLUTION NO. 17-__

**A RESOLUTION TO APPROVE PLANS AND SPECIFICATIONS AND
ORDER ADVERTISEMENT FOR BIDS FOR
Taxilane Utilities Project
City Project 2017-3**

WHEREAS, on May 22, 2017, Council approved design of the project and directed the preparations of plans and specifications for CP 2017-3, the 2017 Taxilane Utilities Project, and

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

1. The plans and specifications for this project, copies of which were presented to the City Council and on file in the City Engineer's office, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for a minimum of 10 days, shall specify the work to be done, shall state that bids will be received by the Clerk until 10:00 a.m., on Tuesday, July 18, 2017, at which time they will be publicly opened in the Council Chambers of the City Hall by the City Clerk and Engineer, will then be tabulated, and will be considered by the Council at the regular meeting of the Council at 5:00 p.m., Monday, July 24, 2017, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bids will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the Clerk for 5 percent (5%) of the amount of such bid.

Adopted by the Council this 26th day of June, 2017.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	17-0444	Version:	1	Name:	Amend the agreement to provide security services between the City of Grand Rapids and Grand Itasca Clinic and Hospital and status change of Jared Anderson from part-time to full-time Hospital Security Officer.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	6/20/2017	In control:		In control:	City Council
On agenda:	6/26/2017	Final action:		Final action:	
Title:	Consider amending the Agreement to Provide Security Services with Grand Itasca Clinic & Hospital and approve status change of Jared Anderson from part-time to full-time Hospital Security Officer.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Agreement to Provide Security Services Grand Itasca June 2017.pdf				

Date	Ver.	Action By	Action	Result
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Consider amending the Agreement to Provide Security Services with Grand Itasca Clinic & Hospital and approve status change of Jared Anderson from part-time to full-time Hospital Security Officer.

Background Information:

*"At least one Security Officer shall be present on the premises for **ten hours on every Sunday, Monday, Tuesday, Wednesday and Thursday, and for twenty hours on each Friday and Saturday**, except occasional times to allow for position vacancies, training sessions and unforeseen Security Officer unavailability due to illness and the like, or if Contractor vacancies result due to reports of unsatisfactory Security Officer performance from Owner."*

Recently, Grand Itasca expressed a desire to increase these hours to the following:

Effective July 2, 2017 at least one Security Officer shall be present on the Premises for 120 hours per week. The schedule for these hours will be mutually agreed upon by both parties. Exceptions may be necessary

To accomplish this, two things must be made:

- Language in the Agreement between the City and Grand Itasca to reflect the increased number of hours
- The 2017 and 2018 Grand Itasca Security Budget

Amendment to Agreement Language

The Services Provided section of the Agreement to Provide Security Services should be amended to reflect these additional coverage hours. The Police Department proposes the Agreement be amended as follows:

Effective July 2, 2017 ~~At~~ at least one Security Officer shall be present on the Premises for 120 hours per week. The schedule for these hours will be mutually agreed upon by both parties. Exceptions may be necessary ~~hours on every Sunday, Monday, Tuesday, Wednesday and Thursday, and for twenty hours on each Friday and Saturday,~~ except occasional times to allow for position vacancies, training sessions and unforeseen Security Officer unavailability due to illness and the like, or if Contractor vacancies result due to reports of unsatisfactory Security Officer performance

from Owner.”

Amendment to 2017 and 2018 Grand Itasca Security Budget

In addition, since an increase in the number of coverage hours increases costs, the City Finance Department proposes that the 2017 and 2018 Grand Itasca Security Budget be amended to reflect these increased costs.

- There is no detrimental fiscal impact to the City in making these changes to the coverage hours as the City is reimbursed by Grand Itasca Hospital for all program costs.
- The proposed amendments to the Agreement has been discussed with City Administrator Pagel, City HR Director DeGrio and City Finance Director Baird. It has also been reviewed by City Attorney Sterle.

With the added hours to the amended Hospital Security contract we will need to add another full-time security officer. Assistant Chief Schaar and Sergeant Robert Stein, are recommending changing the employment status of Jared Anderson from part-time to full-time Hospital Security Officer.

Staff Recommendation:

Approve amended Agreement to Provide Security Services between the City of Grand Rapids and Grand Itasca Clinic and Hospital effective July 2, 2017, increasing the number of hours of security services provided and amending the 2017 and 2018 Grand Itasca Security Budget to reflect the increase in coverage hours. With the added hours to the amended Hospital Security contract we will need to add another full-time security officer. Assistant Chief Schaar and Sergeant Robert Stein, are recommending changing the employment status of Jared Anderson from part-time to full-time Hospital Security Officer.

Requested City Council Action

Make a motion to approve amended Agreement to Provide Security Services with Grand Itasca Clinic & Hospital and approve status change of Jared Anderson from part-time to full-time Hospital Security Officer.

Agreement to Provide Security Services

This Agreement to Provide Security Services (“Agreement”), entered into on the last day below written, between the City of Grand Rapids, a Minnesota municipal corporation, by and through its Police Department (“Contractor”), and Grand Rapids Itasca Clinic and Hospital, a Minnesota nonprofit corporation (“Owner”) allows Contractor to provide security services at Owner’s main campus hospital and clinic facilities, as well as parking lot located at 1601 Golf Course Road, Grand Rapids, MN 55744, which for purposes of this Agreement shall be known as the “Premises”.

Term.

This Agreement shall begin on June 1, 2014 and continue until December 31, 2018, unless modified in writing and signed by both parties.

Independent Contractor.

The parties agree that Contractor is an independent contractor in all respects and is not an employee of Owner and, further, is not engaged in a joint venture with Owner. Contractor will determine the means and manner by which the security services under this Agreement are accomplished, and will furnish all materials and equipment necessary for the Security Officer’s to provide the Security Services. However, Owner will provide all necessary radio booster equipment needed to communicate with the Grand Rapids **Amour** 800 system. Neither Contractor nor the Security Officers shall be entitled to receive or accrue any employee benefits that the Owner may make available or provide its employees, including, but no limited to, health care insurance benefits, workers compensation insurance, vacation benefits, paid holidays, paid sick leave and paid disability leave, and are not entitled to participate in any Owner benefit plan.

Services Provided.

Contractor shall provide qualified, unarmed (other than equipped with a TASER), uniformed personnel (“Security Officers”) to provide security services for Owner’s Premises. *Effective July 2, 2017 At* at least one Security Officer shall be present on the Premises for 120 hours per week. *The schedule for these hours will be mutually agreed upon by both parties. Exceptions may be necessary* ~~ten hours on every Sunday, Monday, Tuesday, Wednesday and Thursday, and for twenty hours on each Friday and Saturday, except~~ for occasional times to allow for position vacancies, training sessions and unforeseen Security Officer unavailability due to illness, and the like, or if Contractor vacancies result due to reports of unsatisfactory Security Officer performance from Owner.

Typical security duties will include, but are not limited to: maintaining a safe orderly work environment, monitoring the entry and exit of individuals from the Premises, inspecting facilities to ensure doors, windows and roofs are secure, protecting property and promoting theft prevention through Security Officers’ physical presence while making security checks throughout the Premises, reporting of unusual conditions to the proper personnel including law

enforcement, maintaining security logs, and writing reports. Under no circumstances will Security Officers be expected to perform the duties of Owner's regular employees.

Training and Qualifications.

Contractors shall ensure that all Security Officers providing services to Owner under this Agreement have been sufficiently trained in protecting Owner's Premises, owner's personnel, patients and visitors from harm, to the extent possible. In addition, Contractor agrees that Owner may require Contractor and/or Security Officers to undergo training on Owner-specific policies and procedures, determined by the Owner to be required for the provision of services under this Agreement.

Contractor shall see to it that all Security Officers provided under this agreement have obtained all proper licenses. All Security Officers provided by Contractor shall have and carry in their possession at all times on the Owner's Premises approved Grand Rapids Police Department identification card, a valid Minnesota driver's license or Minnesota identification card issued by the Minnesota Department of Public Safety. If driving is a requirement of Security Officers, a valid Minnesota driver's license is mandatory.

All Security Officers shall have satisfactorily passed a criminal and employment background check in accordance with the City of Grand Rapids and the **Grand Rapids Police Commission** approved hiring practices. In addition, Contractor shall verify that no Security Officer providing security services under this Agreement is excluded from participation in Federal Health Care Programs by querying the Officer of Inspector General Online Database, available at <https://oig.hhs.gov/exclusions/index.asp>.

All Security Officers shall possess a high school diploma or GED equivalent, and shall have the ability to speak, read, and write the English language; understand and carry out oral and written directions, write accurate and clear reports; monitor environmental and electronic security systems, if any. All Security Officers assigned work under this Agreement shall have a physical examination and be in good physical condition, which enables him/her to perform the full range of security work. Security Officers must be fully capable of performing work requiring moderate to arduous physical exertion under either normal or emergency conditions, in accordance with current City of Grand Rapids and Grand Rapids Police Commission approved hiring practices.

Contractor shall provide to Owner, upon request, evidence that all Security Officers assigned to the Premises under this Agreement have passed a pre-employment drug screening examination in accordance with current City of Grand Rapids and Grand Rapids Police Commission approved hiring practices. Security Officers shall be mentally alert and capable of exercising good judgement, following instructions, and assimilating necessary specialized training.

Security Officers assigned to the Premises shall also have undergone the following training and shall keep all certifications as to such training current during the term of this Agreement:

1. Met Contractor required physical fitness standards
2. Met Contractor required defensive tactics standards
3. Be a certified TASER operator
4. First Aid and CPR; certification cards shall be carried while on duty
5. The City of Grand Rapids employment policies, as well as, the Owner's policies.

Contractor shall ensure that while on duty the Security Officer possess only Contractor approved equipment including but not limited to:

- Soft body armor
- Handcuffs
- Flashlight
- Gloves
- TASER
- Expandable baton
- Portable radio

All such equipment shall be furnished by Contractor.

The Security Officer shall be prohibited from the following unless on an authorized work break:

1. Listening to any audio/visual equipment or other audio medium that is not directly job related.
2. Reading materials that are not job related.
3. Use telephones or electronic devices that are not job related.
4. Entertain personal visitors unless preauthorized by the Contractor in consultation with the Owner.
5. The Security Officer shall at all times adhere to all employment policies of the City of Grand Rapids.

Security Officers shall contact local law enforcement or emergency personnel as needed following the applicable Contractor's and Owner's notification procedures.

For any incident which results in Contractor's personnel contacting emergency services including, but not limited to, police, fire or medical, Contractor shall, no later than the next business day contact the Owner regarding the incident which prompted such call. Except for ongoing investigations, within 3 business days after the incident, Contractor shall provide to the Owner a written summary of the incident while following appropriate privacy protocols, unless prohibited or restricted by Minnesota Data Practices Act Ch. 13, as may be modified from time-to-time.

Owner shall have the right to request disciplinary action for any Security Officer found to be in violation of any of these requirements. Any request by the Owner for disciplinary action for a Security Officer shall be followed up by the Contractor initiating an investigator into the

circumstances that initiated the request by the Owner. This investigation shall follow current Contractor internal investigatory and disciplinary procedures.

Supervision.

Contractor shall adequately supervise its Security Officers assigned under this Agreement. “Adequately supervise” includes but is not limited to: insuring staffing levels are met, insuring prompt Security Office arrival and attendance noting security personnel work habits, insuring personnel neat and professional appearance. Contractor shall designate a “Security Officer supervisor” that Owner shall communicate with regarding concerns over Security Office performance under this Agreement. The Security Officer supervisor shall make unannounced visits to the Premises per week to observe Security Officer performance at a frequency to be determined by both the Owner and Contractor.

Owner shall designate a person or persons to coordinate with the Security Officer supervisor regarding the performance of the obligations under this Agreement. During the term of this Agreement, the parties agree to meet on a regular basis to review the security services and Contractor’s performance under this agreement. Such meetings shall be held on at least a weekly basis during the first month following the commencement of this Agreement, and thereafter at such frequency as Owner, or Contractor, may reasonably request.

If unsatisfactory performance or behavior is observed by Owner’s personnel, the Owner shall communicate the matter to the Security Officer supervisor to attempt to rectify the situation. In the event such unsatisfactory performance or behavior cannot be reasonably rectified, Owner shall have the right, in its sole discretion, to require Contractor to remove any Security Officer from providing service under this Agreement.

Insurance.

Contractor is responsible for providing liability, automobile, and worker’s compensation insurance for all Security Officers provided and will name Owner as an additional insured on all policies of insurance related to the provision of services under this Agreement. Contractor shall maintain automobile and workers compensation insurance coverage at levels that satisfy applicable legal requirements. Contractor shall maintain liability insurance coverage for itself and its employees in the minimum amounts of One Million Dollars (\$1,000,000) per occurrence, with Three Million Dollars (\$3,000,000) annual aggregate.

Indemnification.

Contractor agrees to release, indemnify, defend and hold Owner, its officers, agents and employees harmless from any loss, cost, damage, penalty, fine or bodily injury (including death) of whatsoever kind or nature arising out of or incidental to Contractor’s performance under this Agreement except to the extent caused by Owner’s negligence or willful misconduct.

Confidentiality.

During the course of performing services under this Agreement, Contractor may have access to employee and patient data, computer software, or other technical or business information. Contractor agrees to treat as confidential all information concerning Grand Itasca Clinic and Hospital patients and employees of which Contractor is made aware in connection with performing services. Contractor agrees to maintain all such confidential information during the term and after termination of this Agreement, and not disclose or permit access to any third party of any such confidential information. To the extent the security services provided by Contractor under this Agreement involve the use or disclose of individually identifiable health information, Contractor agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPPA”) and the American Recovery and Investment Act of 2009 (“ARRA”), and cooperate with Owner to ensure compliance with HIPPA and ARRA, including by not limited to, all provisions of the Business Associate Agreement attached here to as Exhibit 1.

Payment.

The cost to the Owner for the services provided by Contractor are agreed to and specified by Exhibit 2 attached hereto. The costs shall be invoiced monthly. Invoices shall be paid by Owner within 30 days from the receipt of invoice.

Termination.

Either party may terminate this agreement at any time for any reason given by the other party a 90 (ninety) day notice. If the City of Grand Rapids terminates this contract the City will be solely responsible for all security officer unemployment expenses. If Grand Rapids Clinic and Hospital terminates this contract they will reimburse the City of Grand Rapids for all of the City’s security officers unemployment expenses.

This Agreement may be terminated immediately for cause with no further obligation of either party for any of the following:

Contractor’s (or any Security officer’s) unauthorized disclosure of protected health information or other confidential information.

Owner’s failure to pay for Security services in a timely manner.

Any other breach of this Agreement which remains uncured for 10 days.

Entire Agreement.

This Agreement represents the entire agreement between the parties as of the effective date and may only be modified by an instrument, in writing, signed by both parties.

City of Grand Rapids

Grand Rapids Clinic and Hospital

Thomas Pagel, City Administrator

Michael Youso, President and CEO

Date: _____

Date: _____

Dale Adams, Mayor

Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	17-0445	Version:	1	Name:	PW Purchase of a SnowBlast M8500HD Snow Blower
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	6/20/2017	In control:		In control:	City Council
On agenda:	6/26/2017	Final action:		Final action:	
Title:	Consider authorizing the Public Works Department's purchase of a SnowBlast M8500HD snow blower from Titan Machinery under the Minnesota State Purchasing Venture for the amount of \$125,262.02.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2017 1-23 RCA 17-0055 Council Passed				

Date	Ver.	Action By	Action	Result
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Consider authorizing the Public Works Department's purchase of a SnowBlast M8500HD snow blower from Titan Machinery under the Minnesota State Purchasing Venture for the amount of \$125,262.02.

Background Information:

At the January 23rd, 2017, City Council Meeting, funding was approved for the replacement of our existing snow blower. In the background information I explained the problems we were experiencing with the machine (see Attachment One). Last winter we had several breakdowns which accounted for \$18,500.00 in parts alone. The machine was in the shop for over 15 working days. This is quite an increase over the past three winters averaging \$4,482.00 in parts for repairs annually and only four days a winter spent in the shop for maintenance and repairs.

Last winter, MnDot allowed us to operate their SnowBlast snow blower and we were all impressed with its performance. I also talked with the City of Duluth, who recently purchased two SnowBlast snow blowers and they've had great success with their machines. Chuck Bruemmer, City Mechanic, Matt Wegwerth, City Engineer and I had a lengthy and informative conference call with Myron Holzwarth, the Operation and Sales Manager for Teamco Inc. All three of us were impressed with the SnowBlast build specifications and the product support offered.

Staff Recommendation:

Jeff Davies, PW Director and Matt Wegwerth, City Engineer, recommend the Public Works Department purchasing the SnowBlast M8500HD snow blower.

Requested City Council Action

A motion to Approve and issue payment of the Public Works Department's purchase of the SnowBlast M8500HD from Titan Machinery under the Minnesota State Purchasing Venture for the amount of \$125,262.02.



CITY OF GRAND RAPIDS

Text File

File Number: 17-0055

Agenda Date: 1/23/2017

Version: 1

Status: Passed

In Control: City Council

File Type: Agenda Item

Agenda Number: 14.

Consider authorizing Public Works to solicit quotes for the purchase of a new 2017 snow blower, utilizing the State of Minnesota Cooperative Purchasing Venture.

Background Information:

The snowblower and street sweeper are for sure the highest maintenance cost pieces of equipment that the city owns and operates. Both are unique and when they break down, there aren't any spares to take their place. Our goal is to do all of the preventative maintenance during the off season to assure that they operate properly during their working seasons.

History of the Maintenance cost for previous snow blowers:

2001 Sno Go Snow Blower - 7yrs	\$54,052.22
2008 Sno Go Snow Blower - 5yrs	\$36,317.79
2013 Sno Go Snow Blower - 4yrs	\$35,549.79
Expenses from 10-6-16 to 12-31-16	\$13,987.61

2013 Purchase Price:	\$99,430.09
Trade Value:	<u>\$18,696.00</u>
Total:	\$118,126.09

2017 Estimated Purchase Price:	\$97,500.00
Trade Value	<u>\$52,500.00</u>
Total:	\$150,000.00

Our current 2013 snow blower had mechanical problems from the beginning. With only 10 hours on the machine, the clutch went out and the sprockets wore out early and needed replacing. It turned out that the sprockets weren't made of hardened steel. We also had electrical problems and the machine was down for three days during the height of it's usage. All of these early expenses were covered under warranty. The last two winters were mild and everything went well. So far, this has been an extreme winter, particularly when discussing ice, which we should expect to experience problems, but not to the extent that we've experienced this year.

The hidden cost of the snow blower breaking down is the loss of production and the reassignment of work. The hourly labor cost with benefits for our twelve full-time employees, which includes two mechanics and six part-time employees that are involved with snow and ice control, totals \$569.50 per hour. If we lose 20% of production time, which is conservative, the cost amounts to \$1,139.00 per day (2hrs). If the problem with the snow blower persists throughout the week, the cost can be up to \$5,695 per week (10hrs).

Staff Recommendation:

Jeff Davies, Public Works Director, recommends soliciting quotes for the purchase of a new 2017 snow blower.

File Number: 17-0055

Requested City Council Action

Approve Public Works soliciting quotes for the purchase of a new 2017 snow blower, utilizing the State of Minnesota Cooperative Purchasing Venture.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	17-0446	Version:	1	Name:	CP 2017-4 Order Advertisement_2017 Street Lighting
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	6/21/2017	In control:		In control:	City Council
On agenda:	6/26/2017	Final action:		Final action:	
Title:	Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2017-4, the 2017 Street Lighting Project				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	6-26-17 Resolution CP 2017-4 Order Ad 2017 Street Lighting GR140263 TL location-Layout2 GR140263 It 6 20 17				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2017-4, the 2017 Street Lighting Project

Background Information:

The 2017 Street lighting project includes the replacement of 8 lights along TH 2, from 8th Ave NW to 12th Ave NW; the installation of 5 new lights along TH 169, from 10th Ave NE to 13th Ave NE; and the relocation of 4 lights at the roundabout along 7th Ave SE (Airport Road). The proposed improvements resolve current issues related to outdated equipment, lack of lighting and safety concerns. The project will be funded with monies from the street lighting budget as well as MSA Maintenance dollars. Plans and specifications are complete and ready for advertising for bids on CP 2017-4, the 2017 Street Lighting Project. The attached resolution moves the project forward.

Staff Recommendation:

City staff recommends adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2017-4, the 2017 Street Lighting Project

Requested City Council Action

A motion adopting a resolution approving the plans and specifications and ordering the advertisement for bids for CP 2017-4, the 2017 Street Lighting Project

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

RESOLUTION NO. 17-__

**A RESOLUTION TO APPROVE PLANS AND SPECIFICATIONS AND
ORDER ADVERTISEMENT FOR BIDS FOR
2017 Street Lighting Project
City Project 2017-4**

WHEREAS, plans and specifications have been prepared for CP 2017-4, the 2017 Street Lighting project, and

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

1. The plans and specifications for this project, copies of which were presented to the City Council and on file in the City Engineer's office, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for a minimum of 10 days, shall specify the work to be done, shall state that bids will be received by the Clerk until 10:30 a.m., on Tuesday, July 18, 2017, at which time they will be publicly opened in the Council Chambers of the City Hall by the City Clerk and Engineer, will then be tabulated, and will be considered by the Council at the regular meeting of the Council at 5:00 p.m., Monday, July 24, 2017, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bids will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the Clerk for 5 percent (5%) of the amount of such bid.

Adopted by the Council this 26th day of June, 2017.

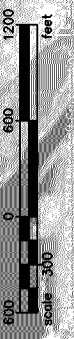
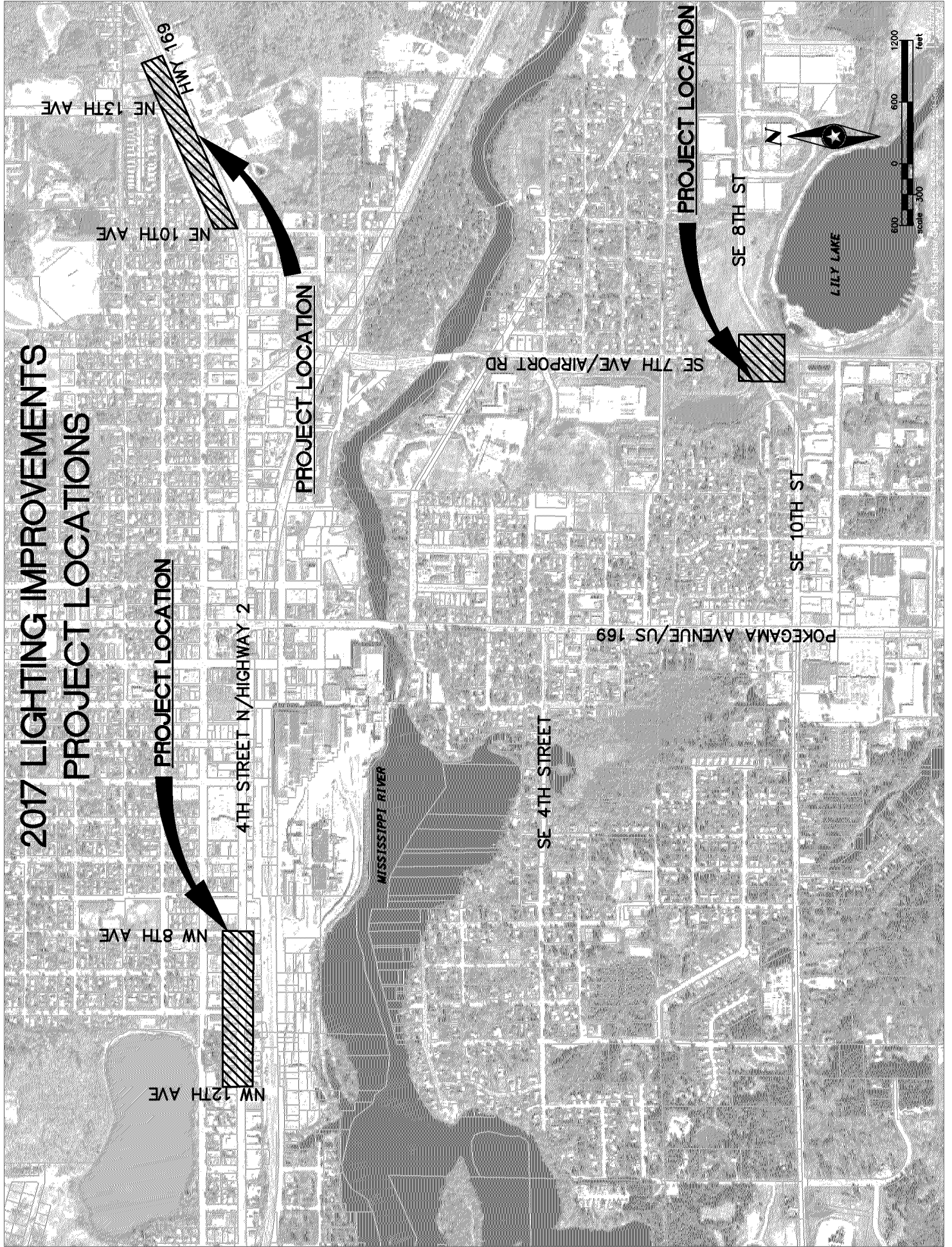
Dale Adams, Mayor

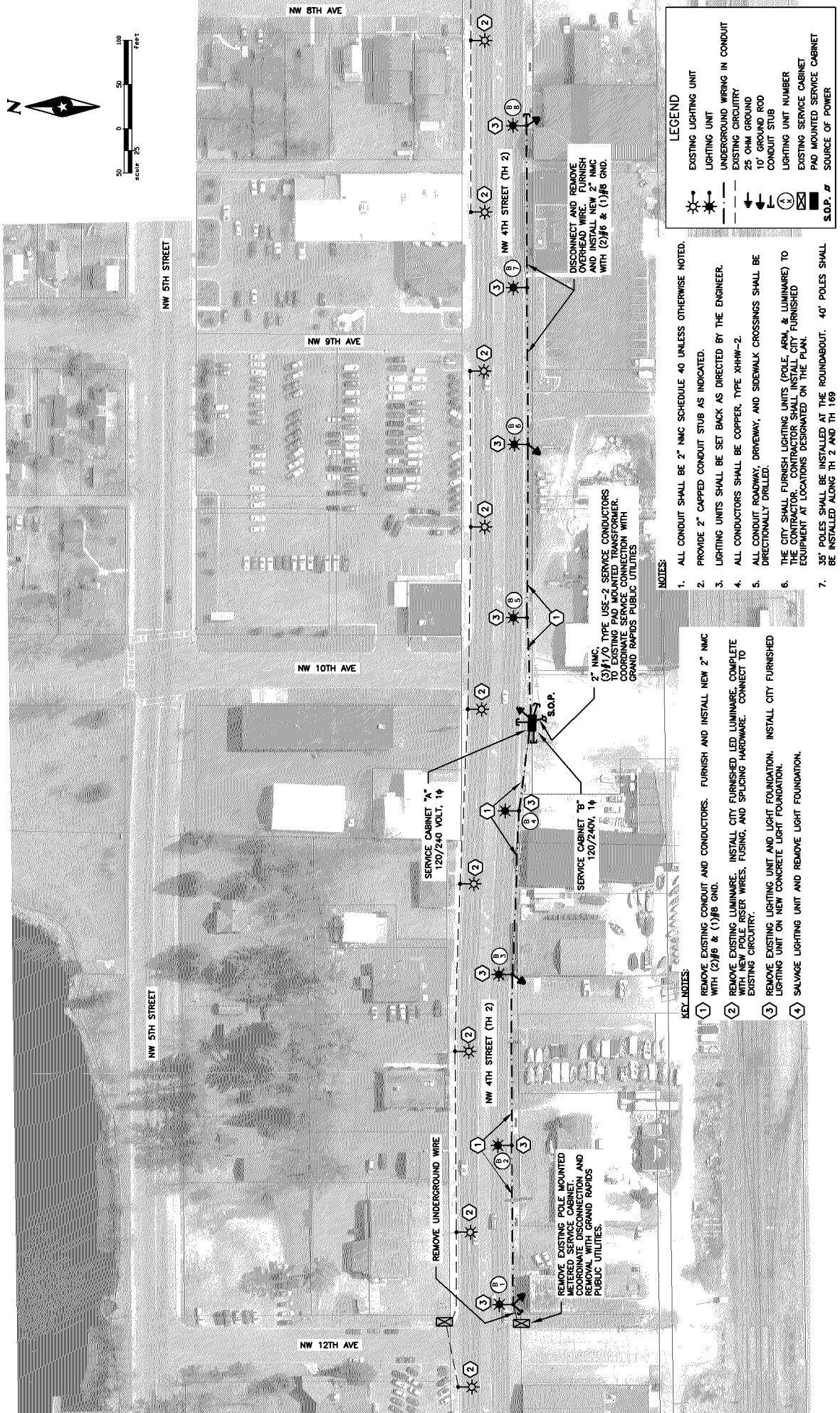
ATTEST:

Kim Johnson-Gibeau, City Clerk

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

2017 LIGHTING IMPROVEMENTS PROJECT LOCATIONS





LEGEND

- EXISTING LIGHTING UNIT
- LIGHTING UNIT
- UNDERGROUND WIRING IN CONDUIT
- EXISTING CIRCUITRY
- 25 OHM GROUND
- 10' GROUND ROD
- CONDUIT STUB
- LIGHTING UNIT NUMBER
- EXISTING SERVICE CABINET
- PAD MOUNTED SERVICE CABINET
- S.O.P. SOURCE OF POWER

- NOTES:**
- ALL CONDUIT SHALL BE 2" NMC SCHEDULE 40 UNLESS OTHERWISE NOTED.
 - PROVIDE 2" CAPPED CONDUIT STUB AS INDICATED.
 - LIGHTING UNITS SHALL BE SET BACK AS DIRECTED BY THE ENGINEER.
 - ALL CONDUCTORS SHALL BE COPPER, TYPE XHHW-2.
 - ALL CONDUIT, ROADWAY, DRIVEWAY, AND SIDEWALK CROSSINGS SHALL BE DIRECTIONALLY DRILLED.
 - THE CITY SHALL FURNISH LIGHTING UNITS (POLE, ARM, & LUMINAIRE) TO THE CONTRACTOR. CONTRACTOR SHALL INSTALL CITY FURNISHED EQUIPMENT AT LOCATIONS DESIGNATED ON THE PLAN.
 - 35' POLES SHALL BE INSTALLED AT THE ROUNDABOUT. 40' POLES SHALL BE INSTALLED ALONG TH 2 AND TH 109

- KEY NOTES:**
- REMOVE EXISTING CONDUIT AND CONDUCTORS. FURNISH AND INSTALL NEW 2" NMC WITH (2)#6 & (1)#8 GND.
 - REMOVE EXISTING LUMINAIRE. INSTALL CITY FURNISHED LED LUMINAIRE. COMPLETE NEW POLE, ARM, & LUMINAIRE. FUSING, AND SPlicing HARDWARE. CONNECT TO EXISTING CIRCUITRY.
 - REMOVE EXISTING LIGHTING UNIT AND LIGHT FOUNDATION. INSTALL CITY FURNISHED LIGHTING UNIT ON NEW CONCRETE LIGHT FOUNDATION.
 - SALVAGE LIGHTING UNIT AND REMOVE LIGHT FOUNDATION.

2" NMC, TYPE USE-2 SERVICE CONDUCTORS TO EXISTING PAD MOUNTED TRANSFORMER. COORDINATE SERVICE CONNECTION WITH GRAND RAPIDS PUBLIC UTILITIES

DISCONNECT AND REMOVE OVERHEAD WIRE. FURNISH NEW 2" NMC WITH (2)#6 & (1)#8 GND.

REMOVE UNDERGROUND WIRE

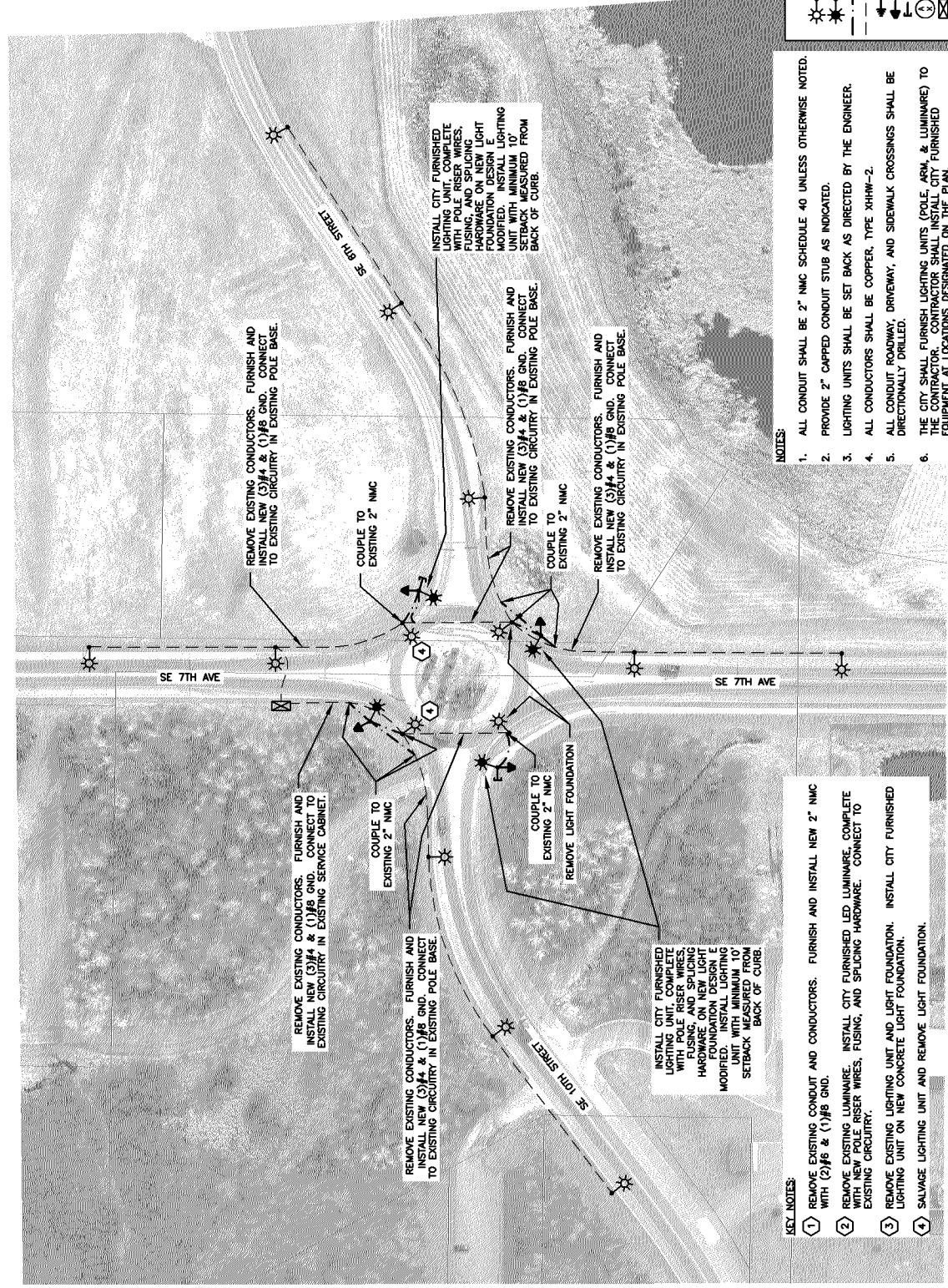
REMOVE EXISTING POLE MOUNTED LIGHTING UNIT AND REMOVE LIGHT FOUNDATION. COORDINATE DISCONNECTION AND REMOVAL WITH GRAND RAPIDS PUBLIC UTILITIES.

SERVICE CABINET "A" 120/240 VOLT, 1φ

SERVICE CABINET "B" 120/240V, 1φ

S.O.P.

DRAWN BY: AKE		NO. BY DATE	
DESIGNER: ZAC		REVISIONS	
CHECKED BY: IDH		DATE	
DESIGN TEAM		DATE	
		GRAND RAPIDS, MINNESOTA LIGHTING PLAN 2017 STREET LIGHTING IMPROVEMENTS	
P.O. BOX: (651) 485-2000 3330 WINDOM CENTER DR. GRAND RAPIDS, MN 55425		FILE NO. GRANR 140283 E3 E6	



- LEGEND**
- EXISTING LIGHTING UNIT
 - LIGHTING UNIT
 - UNDERGROUND WIRING IN CONDUIT
 - EXISTING CIRCUITRY
 - 25 OHM GROUND
 - 10' GROUND ROD
 - CONDUIT STUB
 - LIGHTING UNIT NUMBER
 - EXISTING SERVICE CABINET
 - PAD MOUNTED SERVICE CABINET
 - S.O.P.

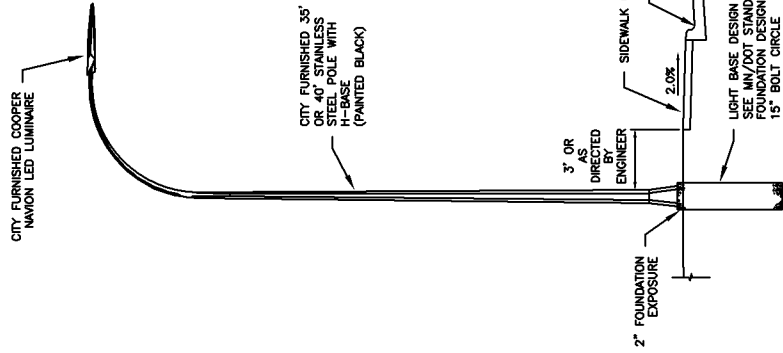
- NOTES:**
1. ALL CONDUIT SHALL BE 2" NMC SCHEDULE 40 UNLESS OTHERWISE NOTED.
 2. PROVIDE 2" CAPPED CONDUIT STUB AS INDICATED.
 3. LIGHTING UNITS SHALL BE SET BACK AS DIRECTED BY THE ENGINEER.
 4. ALL CONDUCTORS SHALL BE COPPER, TYPE XHHW-2.
 5. ALL CONDUIT, ROADWAY, DRIVEWAY, AND SIDEWALK CROSSINGS SHALL BE DIRECTIONALLY DRILLED.
 6. THE CITY SHALL FURNISH LIGHTING UNITS (POLE, ARM, & LUMINAIRE) TO THE CONTRACTOR. CONTRACTOR SHALL INSTALL CITY FURNISHED EQUIPMENT AT LOCATIONS DESIGNATED ON THE PLAN.
 7. 35' POLES SHALL BE INSTALLED AT THE ROUNDABOUT. 40' POLES SHALL BE INSTALLED ALONG TH 2 AND TH 18

- KEY NOTES:**
- 1 REMOVE EXISTING CONDUIT AND CONDUCTORS. FURNISH AND INSTALL NEW 2" NMC WITH (2)#6 & (1)#8 GND.
 - 2 REMOVE EXISTING LUMINAIRE. INSTALL CITY FURNISHED LED LUMINAIRE. COMPLETE WITH NEW POLE RISER WIRES, FUSING, AND SPlicing HARDWARE. CONNECT TO EXISTING CIRCUITRY.
 - 3 REMOVE EXISTING LIGHTING UNIT AND LIGHT FOUNDATION. INSTALL CITY FURNISHED LIGHTING UNIT ON NEW CONCRETE LIGHT FOUNDATION.
 - 4 SALVAGE LIGHTING UNIT AND REMOVE LIGHT FOUNDATION.

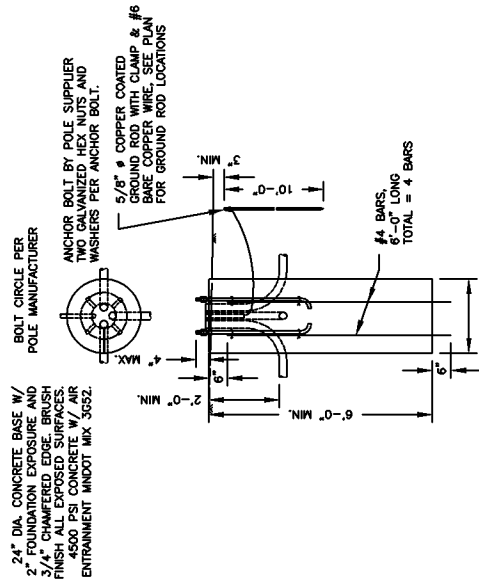
DESIGN BY: <u>AKF</u> DESIGNER: <u>ZAC</u> CHECKED BY: <u>LDH</u> DESIGN TEAM: _____	NO. BY: _____ DATE: _____ NO. BY: _____ DATE: _____ NO. BY: _____ DATE: _____ NO. BY: _____ DATE: _____	REVISIONS: _____ _____ _____ _____	GRAND RAPIDS, MINNESOTA 2017 STREET LIGHTING IMPROVEMENTS FILE NO. GRANR 140283 SEH THOMAS D. HOWER, P.E. LICENSE NO. 55319 I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. Date: 07/19/2017
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EQUIPMENT SCHEDULE - FOR INFORMATION ONLY

SYMBOL	DESCRIPTION	LAMP SOURCE MOUNTING	OPTICS	MANUFACTURER & SERIES #
	LIGHTING UNIT LED LUMINAIRE ON 16 SIDED STAINLESS STEEL POLE WITH 9" H-BASE. POLE FINISH SHALL BE BLACK.	96 WATT LED 4000K POLE ON LIGHT FOUNDATION DESIGN E MOD.	TYPE II	COOPER - LUMINAIRE: NVN-AF-03-D-U-T2R-10K-600-4N7-AP MILLERBEND MFG - POLE: 16-SBD4-9-360 OR 16-SDB4-9-400 (PAINTED BLACK)

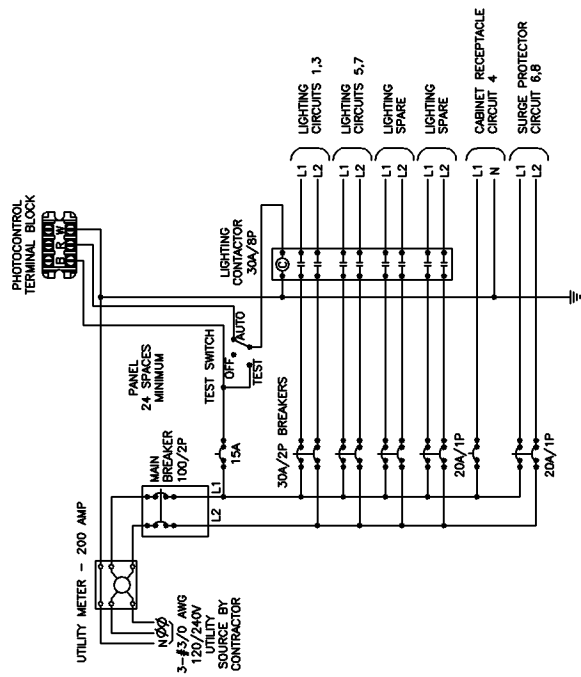


LIGHTING UNIT DETAIL
(TYPICAL UNLESS NOTED OTHERWISE)

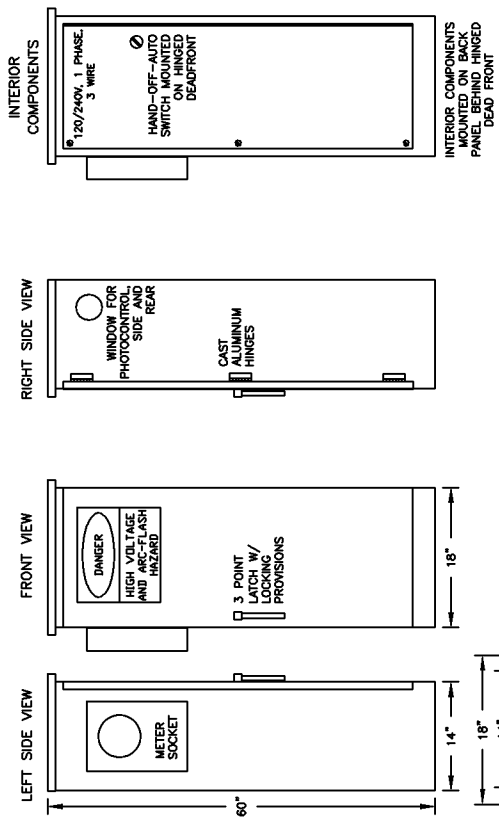


LIGHT FOUNDATION DESIGN E MODIFIED DETAIL

DRAWN BY: <u>AKC</u> DESIGNER: <u>ZAC</u> CHECKED BY: <u>TDH</u> DESIGN TEAM	NO. BY DATE _____ _____ _____	REVISIONS	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. SEH THOMAS D. HOWER, P.E. License No. 55319 Date: 07/19/2017	GRAND RAPIDS, MINNESOTA	LIGHTING DETAILS 2017 STREET LIGHTING IMPROVEMENTS	FILE NO. GRANR 140263	E5 E6
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SERVICE CABINET SCHEMATIC



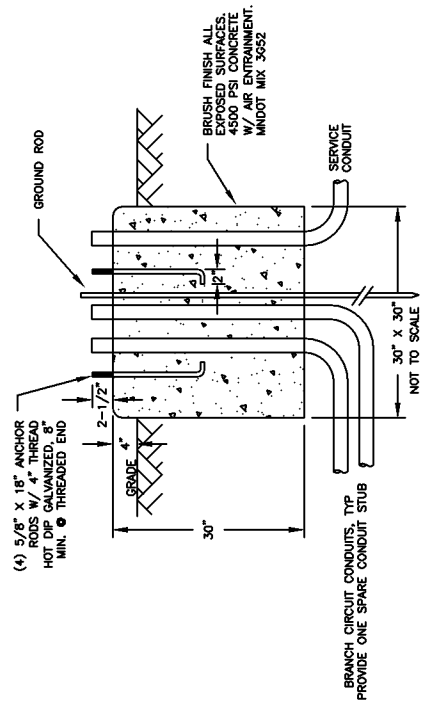
SERVICE CABINET NOTES:

- A. PROVIDE METER SOCKET PER UTILITY COMPANY REQUIREMENTS.
- B. CIRCUIT BREAKERS SHALL BE 120/240 VOLT AC, 60HZ AND SHALL BE CLEARLY MARKED WITH THE "ON" AND "OFF" POSITIONS AND IDENTIFIED WITH THE LOAD WHICH IT IS CARRYING.
- C. SHORT CIRCUIT RATING - 22,000 AC SYMMETRICAL. CONTRACTOR SHALL VERIFY TRANSFORMER FAULT CURRENT AND UPSIZE PANEL RATING IF FAULT CURRENT RATING IS HIGHER THAN 22,000 AC.
- D. 3-POSITION SELECTOR SWITCH ALLEN BRADLEY #800T-J2A.
- E. CIRCUIT CONTRACTORS SHALL HAVE A 240 VOLT RATING, WITH 120 VOLT COIL.
- F. PROVIDE SURGE PROTECTOR SPODE # S50A120V2PN
- G. PROVIDE PANEL WITH DIMENSIONS AS REQUIRED TO FIT EQUIPMENT PROPOSED.
- H. PROVIDE A 25-OHM GROUND AT CABINET AS PER NEC.
- I. PROVIDE 20A WR-RATED GFCI RECEPTACLE MOUNTED TO CABINET DEAD-FRONT.
- J. BOTH PHOTOCONTROL AND ITS SOCKET SHALL BE 3 TERMINAL, POLARIZED, TWIST-LOCK TYPE. IT SHALL BE EQUIPPED WITH A MOVRO TYPE LIGHTNING ARRESTER.
- K. CABINET SHALL BE MANUFACTURED BY POVOLNY SPECIALTIES INC. 851.462.7335.
- L. COORDINATE SERVICE CONNECTION WITH GRAND RAPIDS PUBLIC UTILITIES.

CABINET CONSTRUCTION

- NEMA 3R
- INTERIOR COMPONENTS MOUNTED ON BACK PANEL BEHIND DEAD FRONT
- 1/8" ANODIZED ALUMINUM (60 MIN CLEAR)
- NEOPRENE GASKETED DOORS
- STAINLESS STEEL HARDWARE
- ETL LISTED IN ACCORDANCE WITH UL508A

SERVICE CABINET DETAILS



EQUIPMENT PAD DETAILS (SERVICE CABINET FOUNDATION)

DESIGN BY: <u> </u> DESIGNER: <u> </u> CHECKED BY: <u> </u> DESIGN TEAM: <u> </u>	NO. <u> </u> BY <u> </u> DATE <u> </u> REVISIONS: <u> </u>	 SEH ENGINEERING 3333 WYOMING AVE. S.W. SUITE 100 GRAND RAPIDS, MN 55707-5136 TEL: 507-585-2000 FAX: 507-585-2001 WWW.SEH-INC.COM	GRAND RAPIDS, MINNESOTA	LIGHTING DETAILS 2017 STREET LIGHTING IMPROVEMENTS	E6 FILE NO. GRANR 140263
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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0447 **Version:** 1 **Name:** Hire PT Employees
Type: Agenda Item **Status:** Consent Agenda
File created: 6/21/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider approving the hiring of part-time employees at the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving the hiring of part-time employees at the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.

Background Information:

The following individuals will be hired with the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex. These seasonal employees will be part of the annual operating budget, begin employment June 27, 2017 and complete employment by December 31, 2017.

Jenna Olson, Youth Coach, Hourly Pay Rate: \$9.50
Anna Bonner, Youth Coach, Hourly Pay Rate: \$9.50

The following individual will be hired with the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex. This regular part-time employee will be part of the annual operating budget, begin employment on June 27, 2017 and complete employment by December 31, 2017.

Allison Daigle, Concessions, Hourly Pay Rate: \$9.50

Staff Recommendation:

City staff is recommending the approval of hiring of seasonal and regular part-time employees with the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.

Requested City Council Action

Make a motion approving the hiring of seasonal and regular part-time employees with the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0448 **Version:** 2 **Name:**

Type: Agenda Item **Status:** Consent Agenda

File created: 6/21/2017 **In control:** City Council

On agenda: 6/26/2017 **Final action:**

Title: Consider authorizing City Administrator to sign contract with KAXE for use of tent for Library Program

Sponsors:

Indexes:

Code sections:

Attachments: [KAXE tent contract 6 16 17](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing City Administrator to sign contract with KAXE for use of tent for Library Program
 The Library occasionally makes use of the KAXE/Rotary tent for programs during the summer. The scheduled program for June is the On Time Circus Puppet Show on June 16. There is no charge for using the tent for this program. We provide a certificate of insurance to accompany the contract.

Event Date: **On Time Circus 6/16/17**Event Name: **Grand Rapids Area Library Summer Programs**

Terms and Conditions

The term "KAXE" shall refer to Northern Community Radio, Inc. and KAXE-FM, its officers, directors, employees, successors and/or assigns, and any person or organization duly authorized and designated in advance as such to act on behalf of Northern Community Radio, Inc. and/or KAXE-FM.

The term "Renter" shall refer to the individual, group, organization, or business named in the contract.

The term "Executor" shall refer to the individual/agent authorized to act on behalf of the "Renter" to enter into the agreement, sign the contracts, and provide required supporting documentation and payments.

The term "TENT" shall refer to the Rotary Tent and the KAXE Amphitheater as a venue/premises in its entirety. The TENT *does not* include the KAXE Station Building, KAXE Business or Personal Property, or KAXE Equipment, except as otherwise expressly stated in the contract.

In addition to the following Contract, all Individuals, community groups or organizations, and businesses intending to rent the KAXE Amphitheater and the Rotary TENT as venue for their event must meet the following criteria:

To further KAXE's Mission to build community
To respect the ecology of the Mississippi River
To respect the neighborhood & be safe

Contract

Access: *KAXE maintains the right of refusal and/or to grant access to the TENT at its sole discretion. KAXE makes no warranty, either express or implied, as to the suitability of the TENT for, or the outcome of, any given event. KAXE cannot and does not guarantee the availability of the TENT for rental on a specified date, except as provided upon execution of the contract, acceptance of required deposits, and confirmation of licenses, permits, and/or insurance documentation required.*

Compliance: *Renter/Executor are responsible for compliance with all applicable federal, state, county and city laws and ordinances that may be applicable to the proposed event, including but not limited to permits and licenses, insurance, hours of operation, noise levels, health, sanitation and safety. Responsibility for ensuring appropriate compliances are met, as well as liability and damages related to non-compliance, are the sole responsibility of the Renter/Executor.*

Alcoholic Beverages: *No sales of alcoholic beverages shall be permitted at any event without prior verification by KAXE that Renter/Executor has obtained the proper state and local licenses, permits and insurance required to do so. Any liability and/or damages related to the service or sales of alcoholic beverages at any event are the sole responsibility of Renter/Executor.*

Event Size: *All events should be size appropriate. Renter/Executor are responsible for ensuring that ticket sales do not exceed the reasonable capacity of the venue for the intended event. Maximum capacity under the Rotary Tent is 300 persons with chairs, 200 persons with tables and chairs, not including other equipment. Maximum capacity of the KAXE Amphitheater area inclusive of the Rotary Tent is 500 persons, not including tables, chairs, or other equipment.*

Equipment: *The Rotary Tent was gifted to KAXE by The Grand Rapids Evening and Centennial Rotary Clubs, purchased through Lefty's Tent and Party Rental. In keeping with a non-competition agreement between the Rotary Clubs, KAXE, and Lefty's, all equipment rentals, tables, chairs, tents, accessories, etc... must be obtained through Lefty's. In the event Lefty's is unable to provide the items requested Renter/Executor may utilize an alternate source, upon confirmation. Responsibility for securing and paying for equipment rentals, as well as any liability and/or damages related to such equipment rentals, shall be the sole responsibility of Renter/Executor.*

Sound: *Event sound equipment and production is not available through KAXE except as expressly agreed in writing. Pricing for sound by KAXE, if agreed, will be in addition to the rental fees charged. Renter/Executor is responsible to obtain any sound services at their option and expense. Proper noise control must be maintained at all times during the event in accordance with local ordinance and the provisions of this contract. Responsibility for securing sound equipment rentals, payment for equipment rentals, noise control, liability and damages are the sole responsibility of the Renter/Executor.*

Power: *KAXE shall provide reasonable power to the TENT consisting of a portable power Cart, 150 feet of cable, and receptacles, with a capacity of up to 50 Amps. Power services stated are included in the rental fees charged unless otherwise stated in the contract. Renter/Executor maintains responsibility for power equipment used during the event except while under the direct custody and control of KAXE. Responsibility for loss or damage to power or electronic equipment or injury to persons in connection with power supply service during the event shall be the sole responsibility of Renter/Executor.*

Parking: *Free Parking is available on the street and in the Grand Rapids Public Library Parking Lot. Renter/Executor is responsible for working with the Library to ensure that event parking does not interfere with normal Library operations, and ensuring compliance with all local parking ordinances. KAXE's parking lot shall be reserved for staff and volunteers working at the station unless otherwise stipulated in the contract. KAXE shall not be responsible for parking, parking violation fees, vehicles, damages or liability for any vehicles on or off the premises in connection with any event.*

Grounds: *Driving of stakes, erecting of structures and/or fixtures requiring soil penetration of greater than 6" (six inches) is not permitted without the express written consent of KAXE. When such activities are necessary for an event and approved by KAXE, a minimum of 15-days notice is needed for KAXE to arrange staking of underground utility services prior to the event. Renter/Executor shall be responsible for ensuring TENT grounds are maintained and returned to KAXE in the same good and clean condition as existed at the time of rental, and maintains responsibility for any damages to TENT grounds or persons during the rental period.*

Sanitation: *Renter/Executor must provide appropriate numbers of refuse containers and portable toilets for the anticipated number of persons attending the event. Responsibility for securing proper sanitation equipment, payment for equipment rentals, proper disposal and payment for disposal fees, liability and damages resulting from sanitation services or improper sanitation are the sole responsibility of the Renter/Executor.*

Security: Renter/Executor is responsible for ensuring the event does not interfere with KAXE Radio Broadcast, or disturb the peace of local residents or businesses. In the event security personnel are required to protect persons and/or equipment during an event, Renter/Executor shall be responsible for providing said services at their expense. Responsibility for securing event security, payment for security equipment and/or personnel, liability and damages connected with security equipment and personnel or improper security are the sole responsibility of the Renter/Executor.

Fees: Rental Fees are subject to change without prior notice. Current rates are as follows:

Daily Rate - Person or Business \$75.00
Daily Rate - Non-Profit \$50.00 (must be registered as an active Charity with MN Attorney General's Office)
Multi-day Rate By Quote Only

Security Deposit: A deposit of \$25.00 is required to secure your event reservation. Security Deposits are refundable in the event of cancellation, except as follows: If an event is cancelled within 30 days or less of the scheduled event date, KAXE will retain the deposit to defray administrative costs. Renter/Executor shall provide proof of liability insurance, liquor liability insurance, liquor license, and/or event insurance as needed prior to the event.

Payment Schedule: Payment may be made by check or money order payable to KAXE. We also accept Visa and MasterCard. Unless otherwise stated in the contract, the payment schedule shall be as follows: Deposit due to secure your reservation with the balance due no later than two business days prior to your event date. Late Cancellation Fees, if any, shall be deducted from refund proceeds.

Emergency: Renter/Executor is responsible for providing proper emergency planning. Renter/Executor is responsible to notify Meds-1 Ambulance Service prior to the event, as well as any other local authorities required. Responsibility for securing event emergency services, equipment and personnel, payment for emergency equipment and personnel, liability and damages resulting from any emergency connected with the event are the sole responsibility of the Renter/Executor.

Insurance: Responsibility for securing event Insurance, liability insurance, and/or food/alcoholic beverage service insurance, payment for such insurance, liability and damages related to such event shall be the sole responsibility of the Renter/Executor. Proof of required insurance(s) is required at event booking.

Liability: Northern Community Radio, Inc. (KAXE) shall not be liable for any damage to persons or property, either on or off the premises, in connection with the proposed event, the rental of the venue premises, or other rental property. Any and all liability for property damage or personal injury, to KAXE or others, shall be the sole responsibility of the executor of the rental agreement. Proof of insurance is required at the time of deposit to secure event reservation.

Weather: Renter/Executor understands and agrees that the KAXE Amphitheater is an outdoor venue subject to weather conditions that are beyond the control of KAXE and outside the scope of this contract. Renter/Executor further understands and agrees that the TENT is a temporary structure designed to provide limited protection from weather conditions such as sun and rain, and that there may be situations, included but not limited to strong winds and lightning, in which the TENT will not provide protection and may even be damaged or blown over. When severe weather threatens the area where the TENT is located, evacuation of the TENT is recommended to avoid possible injury. Renter/Executor understands and agrees that in severe weather events, people must leave the TENT and seek shelter elsewhere, and that KAXE shall not be liable for event disruption due to weather conditions.

Non-Waiver: By entering into this rental agreement, KAXE does not intend to waive, and expressly reserves all of the rights and defenses it may have, or that may arise in connection with this agreement, or at law.

Severability: If any part of this agreement is amended, agreed by both parties to not apply, or deemed invalid by proper authority, it is agreed by both parties that the remainder of the contract shall remain in full force and effect without prejudice to either party.

Northern Community Radio, Inc. (KAXE), a non-profit Minnesota Corporation (Owner), and

Marcia Anderson For Grand Rapids Area Library (Renter) A/An Other. Specify agree to the following Rental:
Name Type

Subject to agreement of both parties to the terms and conditions stated herein, and both parties being legally able to enter into said contract, and duly authorized to do so, in consideration of \$Sponsored by KAXE to be paid in accordance with the payment schedule,

KAXE agrees to rent The KAXE Amphitheater, including The Rotary Tent, to Renter for the period beginning 11:00 am.m./p.m. on Friday, June, 16, 2011 and ending at 2:00 pm. on Friday, 16, June, 2011

Said rental shall include the following: _____ -or- None

Renter agrees to comply with all terms and conditions stated in the contract and to use and return rental property to KAXE in the same good and clean condition as it was delivered to renter:

[Signature] Renter/Executor Name/Title, Company 6/14/17
Signature DATE
[Signature] Northern Community Radio, Inc./KAXE 6/15/17
Signature DATE



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0449 **Version:** 1 **Name:** Request by the Police Department to donate our found / abandoned bicycles to the Cap Baker Lions Club.

Type: Agenda Item **Status:** Consent Agenda

File created: 6/21/2017 **In control:** City Council

On agenda: 6/26/2017 **Final action:**

Title: Consider request by the Police Department to donate our found / abandoned bicycles to the Cap Baker Lions Club.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider request by the Police Department to donate our found / abandoned bicycles to the Cap Baker Lions Club.

Background Information:

The Police Department was recently approached by the Cap Baker Lions Club for a donation of some of our found and abandoned bicycles. The Cap Baker Lions Club created a program "Pedals Repurposed" which accepts used bicycles, addresses minor repairs and then distributes the bikes back into the community to individuals in need. The Police Department has met the required timelines per MN State Statutes and per our city policy to donate or sell at auction our abandoned and found bicycles.

Staff Recommendation:

The Police Department would recommend to the City Council to allow the Police Department to donate our found and abandoned bicycles (13) to the Cap Baker Lions Club for their "Pedals Repurposed" program.

Requested City Council Action

A motion donating our found and abandoned bicycles (13) to the Cap Baker Lions Club for their "Pedals Repurposed" program.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0452 **Version:** 1 **Name:** Sale of Chevy Impala
Type: Agenda Item **Status:** Consent Agenda
File created: 6/21/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider accepting high bid from Daniel Bergman in the amount of \$4,879, for the sale of the 2005 Chevrolet Impala.

Sponsors:

Indexes:

Code sections:

Attachments: [Bergman Bid.pdf](#)
[Detjen Bid.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider accepting high bid from Daniel Bergman in the amount of \$4,879, for the sale of the 2005 Chevrolet Impala.

Background Information:

The 2005 Chevy Impala, VIN# 2G1WF55859208312, is a City owned vehicle that was most recently used by Community Development as a staff inspection vehicle. It has become too costly to maintain, and has been recommended for sale. City staff advertised for sealed bids on the vehicle and bids are attached.

Staff Recommendation:

City staff recommends approving the sale of the 2005 Chevrolet Impala, VIN# 2G1WF55859208312, to the highest bidder

Requested City Council Action

Make a motion accepting high bid from Daniel Bergman in the amount of \$4,879, for the sale of the 2005 Chevrolet Impala.

June 20, 2017

2007 Impala Bid.

I would like to make a bid of \$4,879.00 for the 2007 Impala for sale by sealed bid.

Thank you.

A handwritten signature in black ink, appearing to read 'Daniel A. Bergman', with a stylized flourish at the end.

Daniel A. Bergman

21008 Birch Hill Drive

Grand Rapids MN 55744

Phone: (218) 256-0370

2002 Airport Road
Grand Rapids, MN 55744

Airways Aviation Center, Inc.

218-326-1226
fax 218-326-6650

TO: CITY OF GRAND RAPIDS

AIRWAYS AVIATION CENTER, INC., 2002 AIRPORT ROAD, GRAND RAPIDS, MN 55744 SUBMITS
A BID OF \$500.00 FOR THE 2007 CHEVROLET IMPALA WITH 57,293 MILES.

TERRY DETJEN
PRESIDENT, AIRWAYS AVIATION CENTER, INC.

A handwritten signature in black ink, appearing to read "Terry Detjen", is positioned below the typed name and title.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0454 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 6/21/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider approval of a Grant Contract with IRRRB for a \$167,500 Public Works Site Development grant for the Airport Utility Extensions project.
Sponsors:
Indexes:
Code sections:
Attachments: [IRRRB Grant Contract - Airport Utilities.pdf](#)
[Airport Utility Extension IRRRB Narrative.pdf](#)
[GR Airport Business Utility Extension plan map.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approval of a Grant Contract with IRRRB for a \$167,500 Public Works Site Development grant for the Airport Utility Extensions project.

Background Information:

On February 27, 2017 the City Council authorized an application to the IRRRB for a \$167,500 Public Works Site Development grant for a project to extend sanitary sewer and water main to serve the addition and growth of two aviation related industries (ACC Manufacturing and Valley Med Flight) as well as provide service to five additional future hangar locations, as shown in the attached map. This grant request was matched by anticipated FAA funding to pave a taxiway in this area and Valley Med Flight's \$490,000 investment in their new 7,500 sf hangar.

At their May 23rd meeting, the IRRRB approved the full amount of the grant request. The execution of the attached Grant Contract requires the approval of the City Council.

Staff Recommendation:

Approve the Grant Contract with IRRRB for a \$167,500 Public Works Site Development grant for the Airport Utility Extensions project.

Requested City Council Action

Adopt a motion approving a Grant Contract with IRRRB for a \$167,500 Public Works Site Development grant for the Airport Utility Extensions project.

**STATE OF MINNESOTA
GRANT CONTRACT**

PO ID 3000005842	PO Date June 15, 2017		Fiscal Year 2017	Grant Award \$167,500.00
Vendor ID 0000195352	Fund 2370	Fin Dept ID B4335340	Approp ID B43TCPJ	Account 441352

This grant contract is between the State of Minnesota, acting through its Office of the Commissioner of Iron Range Resources and Rehabilitation Board ("hereinafter IRRRB") and City of Grand Rapids - 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744 ("GRANTEE").

Recitals

1. Under Minn. Stat. Sec. 298.22 and 298.223 and pursuant to IRRRB Resolution No. 17-024 the IRRRB is empowered to enter into this grant.
2. As part of its mission, the IRRRB will grant funds for local economic development projects located within the Taconite Assistance Area defined in Minn. Stat. Sec. 273.1341. The IRRRB has determined that complete of this project will support those purposes.
3. The IRRRB is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. Sec. 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 Effective date:

June 15, 2017, or the date the State obtains all required signatures under Minn. Stat. Sec. 16B.98, Subd. 5, whichever is later. Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

1.2 Expiration date:

November 30, 2018, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will: perform the duties specified in Exhibit A which is attached hereto and incorporated into this grant contract. The grantee will comply with required grants management policies and procedures set forth through Minn. Stat. Sec. 16B.97, Subd. 4 (a)

(1).

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be paid according to the breakdown of costs contained in Exhibit B, which is attached hereto and incorporated into this grant contract.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be according to the breakdown of costs contained in Exhibit B; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$167,500.00 and be in accordance with the breakdown of costs contained in Exhibit B.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the breakdown of costs contained in Exhibit B.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

Per Minn. Stat. Sec. 471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property

(a) If the amount of the contract is estimated to exceed \$100,000, the bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. Sec. 16C.28, Subd. 1, paragraph (a), clause (2)

(b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. Sec. 16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c)

(c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Stat. Sec. 16C.28, Subd. 1, paragraph (a), clause (2)

(d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.

(e) For projects that include construction work, prevailing wage rates must be paid pursuant to Minn. Stat. Sec. 177.41-177.44 and per IRRRB Board Resolution No. FY96-005, which is attached hereto and incorporated by reference into this grant contract as Exhibit C. Consequently, the bid request must state the project is subject to the payment of *prevailing wages*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Chris Ismil, 4261 Hwy 53 S, Eveleth, Minnesota, 55734, (218) 735-3010, chris.ismil@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Rob Mattei, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744, 218-326-7600, rmattei@ci.grand-rapids.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. Sec. 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. Ch.13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 Intellectual Property Rights

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. Sec.176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

15 Data Disclosure

Under Minn. Stat. Sec.270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Provisions

Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minn. Stat. Sec. 181.59 (Non-discrimination); Minn. Stat. Sec.116J.871 and 177.43 (Prevailing Wages); Minn. Stat. Sec. 574.26 (Payment and Performance Bonds); Minn. Stat. Sec. 363A.36 (Certificate of Compliance for private entities); and Minn. Stat. Sec.116L.66 (Job Listings for grants of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C.A. Sect. 12101.

The grant is subject to the provisions in Minn. Stat. Sec. 16B.97 and .98.

This document may be executed in counterparts. The parties may provide electronic signatures pursuant to the authority of Minn. Stat. Ch. 325L.

1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY

Individual certifies that funds have been encumbered as required by Minn. Stat." 16A.15 and 16C.05

Electronically Approved and Signed
Signed: Bob Scuffy
Title: Accounting Director
Date: June 15, 2017

Electronically Approved and Signed
By: Mark R Phillips
Title: Commissioner
Date: June 15, 2017

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

Grand Rapids Airport Business Utility Extensions - Narrative

The proposed project involves the extension of sanitary sewer and water main to serve the addition and growth of two aviation related industries as well as provide for service to five additional hangar locations at the Grand Rapids/Itasca County Airport (GPZ).

As shown on the attached exhibit, the project will extend utilities south and west from their current endpoint at the former terminal building to an expanding area of the Airport. The extension of a 6" diameter water main and a small diameter sanitary sewer force main is the most cost effective approach to serving the present and future need for utility service. An alternative design which examined gravity sanitary sewer services collected by a small lift station, was double the estimated project cost.

This project would serve the establishment a new business at the Airport. Valley Med Flight is an air ambulance business headquartered out of Grand Forks, ND. Valley Med Flight, since their establishment in 2011, has expanded their operations to include 11 active helicopter and airplane base locations, including Grand Rapids, which together have an operational footprint covering a 7 state region of the upper Midwest.

Valley Med Flight made a decision to locate a Pilatus PC-12 fixed wing aircraft in Grand Rapids in the fall of 2016. This fixed wing medical ambulance serves communities within a 200 mile radius of Grand Rapids, addressing a critical regional transportation need that isn't sufficiently served by existing helicopter medical transport services, due to restrictions on their operations in a variety of weather conditions.

According to Valley Med Flight officials, the Grand Rapids base adds: 3 pilot and 2 paramedic positions each with annual salaries of \$60,000/year, and 2 in-flight nurse positions each with annual salaries of \$80,000/year.

Because their decision to locate at GPZ came late in the year, Valley Med Flight had to act quickly to address their short and long term facility needs. Ground was broken on a new 7,500 sf hangar in December of 2016. This \$490,000 capital expenditure is being entirely funded and will be owned by Valley Med Flight.

The first objective of the hangar construction is to house their aircraft which must be out of the elements during the cold months, because warm up periods are too long to allow for their quick response to a callout. The hangar construction is being done in a manner to allow for indoor plumbing fixtures to be added, once sanitary sewer and water service can be accessed. This is needed to achieve the second objective of the hangar construction, which is to allow for crews to be stationed there on standby.

Valley Med Flight's short term facility needs are being accommodated, during the construction of their hangar, through an arrangement with GREDA to temporarily house their aircraft in GREDA's hangar before ONE Aviation - ACC Manufacturing (ACC) occupies the space and requires a climate controlled environment for their composite part manufacturing processes.

This project would also immediately serve the ramp up of the ACC project by connecting the GREDA hangar to the sanitary sewer. The GREDA hangar currently has a private well and a 1,500 gal. sanitary sewer holding tank that requiring periodic pumping. This existing infrastructure will accommodate the

initial startup of ACC, however, as planned employment in the GREDA hangar increases to 10-14 by initial estimates, the holding tank system will quickly become inadequate.

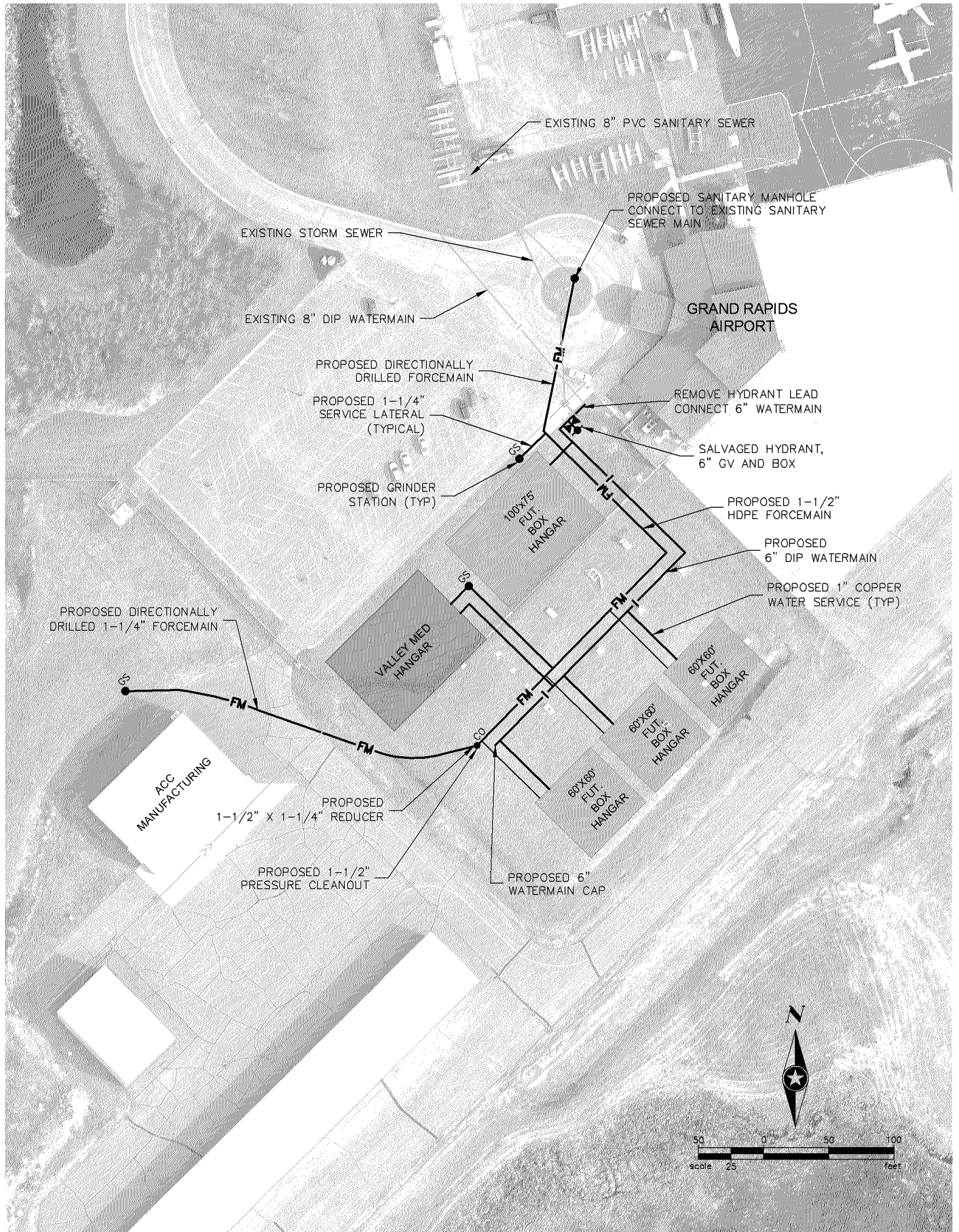
The need to provide sanitary sewer to the GREDA hangar in the near term is increased by a recent communication from ONE Aviation that they intend to add to the scope of their operations in the GREDA hangar to include the installation of an a new avionics system in an Eclipse 500 jet as well as perform on site fit tests of manufactured composite parts on an Eclipse jet to save shipping expenses. This added business function would require the addition of an FAA certified aircraft mechanic, an avionics technician as well as a one or two generalist positions.

The IRRRB contribution to this project will be further leveraged by a project to be undertaken by GPZ to construct a taxiway connection serving the new Valley Med Flight hangar and the other future hangars shown on the map exhibit. The project will be funded by a combination of FAA, MNDOT Aeronautics and GPZ sources.

In summary, this project furthers a number of objectives with the *City of Grand Rapids Comprehensive Plan*, specifically:

- *Expand and improve airport facilities to better serve existing users and attract new users.*
- *Support airport economic development activities.*
- *Ensure adequate emergency service response times.*
- *Increase the diversity of economic base.*
- *Support investment in regional assets such as medical services.*

Feb 16, 2017 - 11:58am
 P:\JUG\GRANR\140263\Airport Utility Extension\5-final-dsgn\51-drawings\10-Civil\cad\dwg\GR140263_Airport Utilities_GS.dwg




21 NE 5TH STREET
 SUITE 200
 GRAND RAPIDS, MN 55744-2601
 PHONE: 218.322.4500
 www.sehinc.com

FILE NO.
 GRANR 140263

DATE:
 02/14/17

**GRAND RAPIDS AIRPORT
 UTILITY EXTENSIONS
 GRAND RAPIDS, MN**

**EXHIBIT
 1**



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0455 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 6/21/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider adopting a resolution accepting a \$167,500 Public Works Site Development grant from IRRRB for the Airport Utility Extension Project.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution Accepting IRRRB grant for Airport Utility Extensions.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting a \$167,500 Public Works Site Development grant from IRRRB for the Airport Utility Extension Project.

Background Information:

Minnesota Statutes stat that cities may accept gifts of real or personal property, including money. The attached resolution accepts the \$167,500.00 Public Works Site Development grant from IRRRB for the extension of sanitary sewer and water service to a developing area of the Grand Rapids/Itasca County Airport.

Requested City Council Action

Adopt a resolution accepting a \$167,500 Public Works Site Development grant from IRRRB for the Airport Utility Extension Project.

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

RESOLUTION NO. 17-

A RESOLUTION ACCEPTING A \$167,500.00 GRANT FROM THE IRON RANGE RESOURCES AND REHABILITATION BOARD (IRRRB) PUBLIC WORKS SITE DEVELOPMENT PROGRAM FOR AIRPORT UTILITY EXTENSION PROJECT

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

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$167,500.00 Public Works Site Development grant award from the IRRRB for the extension of sanitary sewer and water service at the Grand Rapids/Itasca County Airport.

Adopted this 26th day of June, 2017.

Dale Adams, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0458 **Version:** 1 **Name:** Consider authorizing City staff to begin the process of filling the Library Public Services Clerk II - Children's position on a part-time basis.
Type: Agenda Item **Status:** Consent Agenda
File created: 6/22/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider authorizing City staff to begin the process of filling the Library Public Services Clerk II - Children's position on a part-time basis.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider authorizing City staff to begin the process of filling the Library Public Services Clerk II - Children's position on a part-time basis.

Background Information:

At the March 13, 2017 City Council meeting, the Council accepted the notice of retirement from Darla Kirwin, Children's Librarian and authorized City staff to post the position internally. Tracy Kampa was appointed to that position effective June 10, 2017. At the June 14, 2017 Library Board meeting, the Board authorized beginning the hiring process for Public Services Clerk II - Children's on a part-time basis. We will come back to the City Council with a recommendation for hire.

Staff Recommendation:

The Library Board, at the recommendation of City Administrator Tom Pagel, Library Director Marcia Anderson, and Human Resources Director Lynn DeGrio are recommending that we begin the process of filling the vacancy on a part-time basis. The additional hours will be filled with temporary employees.

Requested City Council Action

Make a motion to authorize City staff to begin the process of filling the Library Public Services Clerk II - Children's position on a part-time basis.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0462 **Version:** 1 **Name:** Board & Commission minutes
Type: Minutes **Status:** Approved
File created: 6/22/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Acknowledge minutes for Boards & Commission
Sponsors:
Indexes:
Code sections:
Attachments: [May 16, 2017 Golf Board minutes.pdf](#)
[May 17, 2017 PUC Minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Acknowledge minutes for Boards & Commission

GRAND RAPIDS GOLF COURSE BOARD
REGULAR MONTHLY MEETING
May 16, 2017
7:00 AM

Present: Larry O'Brien, Pat Pollard, Kelly Kirwin

Absent: Todd Roth, Brad Gallop

Staff: Bob Cahill Director of Golf
Steve Ross Grounds Superintendent

- I. Pat Pollard called the meeting to order.
- II. Kelly Kirwin made a motion to accept the minutes of the April 18, 2017 Board meeting and May 9, 2017 Special Board meeting. Larry O'Brien seconded the motion. The motion passed.
- III. Consideration of monthly bills: Kelly Kirwin made a motion to approve the bill list. Larry O'Brien seconded the motion. The motion passed. Pat Pollard made a motion to approve an additional bill from Hawkinson Sand & Gravel for \$457.63. Kelly Kirwin seconded the motion. The motion passed

ACHESON TIRE COMPANY INC	181.69
AMERIPRIDE LINEN & APPAREL	153.08
BLUE CROSS & BLUE SHIELD OF MN	4,383.00
BURGGRAF'S ACE HARDWARE INC	215.91
ROBERT CAHILL	105.78
CITY OF COHASSET	220.24
COLE HARDWARE INC	51.83
DELTA DENTAL OF MINNESOTA	123.55
GRAND RAPIDS CITY PAYROLL	18,378.59
GRAND RAPIDS STATE BANK	295.24
HAWKINSON SAND & GRAVEL	575.36
KELLER FENCE COMPANY	535.00
L&M SUPPLY	225.97
MINNESOTA REVENUE	1,370.30
MINNESOTA TORO	20,687.18
MINNESOTA UNEMPLOYMENT COMP FD	3,960.00
MOR GOLF AND UTILITY	39.95
NARDINI FIRE EQUIPMENT CO. INC	211.87
NAPA SUPPLY OF GRAND RAPIDS	1,993.62
NORTHERN LAKES WINDOW CLEANING	149.62
NORTHERN OFFICE OUTFITTER INC	187.98
PRESTO PRINT	7.48
P.U.C.	1,202.09
NORTHERN MN WATER COND DBA	38.65
STEVE ROSS DBA ROSS GOLF	4,166.67
SCORECARDS UNLIMITED	1,208.30
SIM SUPPLY INC	182.88
STANGEL STUMP GRINDING	1,239.75
STOKES PRINTING & OFFICE	274.33
TDS Metrocom	205.34
THE TESSMAN COMPANY	17,877.95
UNUM LIFE INSURANCE CO OF AMER	8.20
VANTIV INTEGRATED PAYMENTS	31.66
VERIZON WIRELESS	94.71
TOTAL ALL VENDORS:	80,583.77

IV. Visitors: None

V. Grounds Superintendent: Steve Ross reported. Soil temperature remains somewhat cool. Greens and fairways are in great shape and the forecasted rain for later today should only help more. Work at and around the bathrooms by #3 and #12 tee boxes continues. Trees have been removed, one roof has been replaced, new paint and stain will be applied, new flooring will be installed, and cedar fencing and sod will be completed. Bob and Steve met with the DNR regarding using water from the lake. Discussions were very positive and a request for a variance to use water for greens and tee boxes from the lake during drought conditions will be sent in.

VI. Concessions: No report

VII. Director of Golf: Bob Cahill reported. SNAG in the schools continues to be a success. The request for the right to purchase new maintenance equipment will go to the Council at the next Council meeting. Cart batteries have been ordered for the 25 carts that are 6 years old.

VIII. Old Business: None

IX. New Business: None

X. Correspondence and Open Discussion: None.

XI. Adjourn: Kelly Kirwin made a motion to adjourn the meeting. Larry O'Brien seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien
Recording Secretary

A regular meeting of the Grand Rapids Public Utilities Commission was held on May 17, 2017 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Members Present: President Welliver, Secretary Chandler, Commissioner Stanley and Commissioner Blake.

Members Absent: Commissioner Hodgson.

Others Present: General Manager Kennedy, Finance Manager Betts, Water/Wastewater Collection/Safety Manager Doyle, Wastewater Treatment Department Manager Mattson, Administrative/ HR Assistant Flannigan, Attorney Bengtson.

Motion by Stanley to approve the minutes of the April 12, 2017 regular meeting and the April 12, 2017 special meeting. Motion seconded by Blake and upon roll call the following voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.

Finance Manager Betts reviewed the April 2017 City Treasurer's Report and Investment Activity Report with the Commission.

Motion by Chandler to approve the City Treasurer's Report and Investment Activity Report for April 2017. Motion seconded by Blake and upon roll call the following voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.

Public Forum:

Itasca Clean Energy Team Members Bill Schnell and Simon Gretton were present.

Commission Member Reports: No items.

Administration:

Motion by Chandler to confirm the hiring of the Selection Committees' preferred candidate, Corey Dimich, for the Wastewater Treatment Facility Maintenance II. Motion seconded by Stanley and upon roll call the following voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Stanley to approve the Meter Technician position description, declare a vacancy exists and authorize the posting and/or advertising for a Meter Technician position. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.

General Manager Kennedy reviewed the April 2017 Wholesale Electric Service Cost with the Commission.

Accounting and Finance:

Finance Manager Betts reviewed the April 2017 Operations Report with the Commission.

Motion by Chandler to approve the write off of uncollectible accounts in the amount of \$220.64. Motion seconded by Stanley and upon roll call the following voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.

Electric Department:

General Manager Kennedy reviewed the April 2017 Operations Report with the Commission.

Motion by Blake to authorize the request for quotes for sale of all non-AMI electric meters. Motion seconded by Stanley and upon roll call the following voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.

Wastewater Treatment Facility Operations:

Wastewater Treatment Department Manager Mattson reviewed the April 2017 Operations Report with the Commission.

Motion by Stanley to approve the capital expenditure of refurbishing the number one blower and authorize the Option 1 expense of \$25,600.00 to Howden Roots to complete the mechanical portion of the project. Motion seconded by Blake and upon roll call the following voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.

Water/Wastewater Collection:

Water/Wastewater Collection/Safety Manager Doyle reviewed the April 2017 Operations Report with the Commission.

Motion by Chandler to approve entering into a Professional Service Agreement with Wenck and Associates in the amount of \$7,224.00 for the MPCA Post Closure Care Final Report for Demolition Landfill SW210. Motion seconded by Blake and upon roll call the following voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Blake to award the Water Leak Study to Water Conservation Services, Inc. in the amount of \$8,000.00. Motion seconded by Chandler and upon roll call the following

voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Stanley to award the North Water Tower Cleaning Project to National Wash Authority in the amount of \$6,500.00. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to approve the T-Mobile Lease Extension for the north water tower antenna lease for five years with a one five year option period. Motion seconded by Stanley and upon roll call the following voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Blake to accept the MN Department of Health Source Water Protection Grant Agreement and accept the \$10,000.00 grant. Motion seconded by Stanley and upon roll call the following voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.

Safety Training Procedures and Updates:

Water/Wastewater Collection/Safety Manager Doyle reviewed the safety initiatives for the month of April 2017.

Claims for Payment:

Motion by Chandler to approve Pay Request #1 from SPX Flow US, LLC for the Mixer A2-7 Rebuild Project in the amount of \$45,493.00. Motion seconded by Stanley and upon roll call the following voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to authorize the verified claims for payment of the manual check register in the amount of \$322,470.51 per the attached list. Motion seconded by Blake and upon roll call the following voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.


Motion by Blake to authorize the verified claims for payment of the computer check register in the amount of \$1,145,304.03 per the attached list. Motion seconded by Stanley and upon roll call the following voted in favor thereof: Welliver, Chandler, Stanley and Blake; Against: None, whereby the motion was declared duly passed and adopted.

A special work session was scheduled for Tuesday, June 20, 2017 at 1:00 PM.

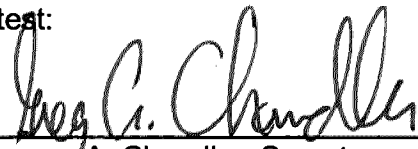
The next regular Commission meeting is Wednesday, June 14, 2017 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

May 17, 2017

By call of the chair, the meeting was declared adjourned at 5:00 PM.


Stephen R. Welliver, President

Attest:


Gregory A. Chandler, Secretary

APRIL 2017 MANUAL CHECK REGISTER

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>
4/4/2017	3373	Delta Dental of Minnesota	3,706.00
4/13/2017	3374	Public Employees Retirement Association	14,727.07
4/13/2017	3375	Minnesota Dept. of Revenue	4,486.87
4/13/2017	3376	Wells Fargo Bank	26,586.01
4/13/2017	3377	Empower Retirement	8,543.30
4/13/2017	3378	Empower Retirement	1,163.56
4/20/2017	3379	Minnesota Department of Revenue	134.00
4/20/2017	3380	Minnesota Department of Revenue	50,226.00
4/5/2017	3381	Blue Cross Blue Shield	50,803.22
4/5/2017	3382	Selectaccount	2,600.00
4/21/2017	3383	Selectaccount	208.33
4/17/2017	3384	Selectaccount	2,181.23
4/3/2017	3389	Invoice Cloud	303.95
4/4/2017	71208	U.S. Post Office	274.00
4/4/2017	71209	United Parcel Service	73.19
4/4/2017	71210	Minnesota Energy Resources Corp.	20.65
4/4/2017	71211	Blanchard, Jason	96.00
4/7/2017	71212	U.S. Post Office	583.15
4/7/2017	71213	Northern Industrial Erectors (refund)	149.63
4/7/2017	71214	Krisit Jo Anderson (refund)	64.91
4/13/2017	71215	MN Child Support Payment Center	326.25
4/13/2017	71216	Performant National Payment Center	159.90
4/13/2017	71217	Messerli & Kramer PA	238.03
4/17/2017	71322	Mike Ive Realty (refund)	22.90
4/17/2017	71323	John & Julie Fedje Johnston (refund)	69.66
4/19/2017	71324	U.S. Post Office	768.86
4/21/2017	71325	MN Dept. of Labor & Industry	100.00
4/21/2017	71326	Minnesota Pollution Control Agency	887.27
4/21/2017	71327	U.S. Post Office	150.00
4/21/2017	71328	United Parcel Service	30.00
4/21/2017	71329	Selectaccount	80.18
4/21/2017	71330	Verizon Wireless	368.97
4/21/2017	71331	UNUM Life Insurance Co of America	1,635.34
4/25/2017	71332	U.S. Post Office	688.74
4/26/2017	71333	Rapids Rental & Supply	65.85 **
4/26/2017	71334	Minnesota Pollution Control Agency	14,750.00
4/26/2017	71335	Grand Rapids Area Community Foundation	286.70
4/26/2017	71336	Devries-Flinck, Tony	25.00
4/27/2017	71337	City of LaPrairie	9,495.17
4/30/2017	71338	City of Grand Rapids	72,333.33
4/28/2017	71339	City of Grand Rapids	994.50
4/28/2017	71340	City of Grand Rapids	45,934.67
4/28/2017	71341	United Parcel Service	280.27
4/28/2017	71342	Wells Fargo Bank	5,000.00
4/28/2017	71343	Verizon Wireless	913.70
Checks Previously Approved			65.85 **
Manual Checks to be approved			322,470.51
TOTAL MANUAL CHECKS			322,536.36

**PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
APRIL 2017**

NAME	AMOUNT	NAME	AMOUNT
ABM Equipment & Supply	\$ 980.48	McGrann Shea Carnival	\$ 172.50
Alcola Solutions Group	\$ 11,376.00	McMaster -Carr	\$ 509.62
Amaril Uniform Company	\$ 363.79	MDI Hired Hands	\$ 20.00
AmeriPride Services	\$ 166.76	Mars Supply	\$ 261.84
APG Media	\$ 126.00	Steve Mattson	\$ 63.13
Auto Value	\$ 166.86	Mielke Electric Works	\$ 10,970.00
Badger State Inspection LLC	\$ 2,614.00	Minnesota Dept of Health	\$ 250.00
Baker Tilly Virchow Krause	\$ 15,273.00	Minnesota Municipal Utilities	\$ 9,770.78
Bonner Eye Clinic	\$ 148.00	Minnesota Power	\$ 829,802.32
Bunes Septic Service	\$ 1,575.00	Mobile Predictive Service Inc	\$ 875.00
Burggraf's Ace Hardware	\$ 671.17	NTS	\$ 412.50
Busy Bees Quality Cleaning	\$ 1,991.64	NAPA Auto Parts	\$ 235.29
CW Technology	\$ 6,242.00	Nextera Communications	\$ 594.52
Call Net	\$ 995.00	North Central Laboratories	\$ 110.84
Cannon Technologies	\$ 11,593.83	Northern Business Products	\$ 5,508.73
Carquest	\$ 135.07	Northern Drug Screening	\$ 40.00
Casper Construction, Inc	\$ 5,398.50	Novaspect	\$ 1,242.00
Chemsearch	\$ 560.80	Dennis O'Toole	\$ 1,200.00
Citi Lights	\$ 4,008.75	Pace Analytical	\$ 1,362.50
City of Grand Rapids	\$ 2,720.69	Personnel Dynamics	\$ 2,769.34
Cole Hardware	\$ 528.63	Polydyne	\$ 44,561.20
Computer Enterprises	\$ 178.98	Public Utilities Commission	\$ 4,733.68
DCR Communications	\$ 85.00	R & K Hillman	\$ 234.00
Dakota Supply Group	\$ 27,047.79	RMB Environmental Labs	\$ 1,339.00
Daniel Schmidt Lighting	\$ 270.00	Radtke Trucking	\$ 19,118.49
Davis Oil	\$ 2,027.18	Rapids Process Equipment	\$ 11,174.40
EMC Insurance	\$ 479.00	Rapids Welding Supply	\$ 43.05
EPG Companies Inc	\$ 1,223.37	Salmela Jewelers	\$ 177.22
Energy Insight Inc.	\$ 2,642.97	Sandstroms	\$ 1,014.51
Fastenal	\$ 1,637.01	Solenis	\$ 18,779.66
Ferguson Enterprises Inc.	\$ 736.88	Star Tribune	\$ 430.04
Figgins Truck & Trailer Repair	\$ 8,847.39	State Chemical Solutions	\$ 198.64
Gopher State One Call	\$ 234.90	Stuart Irby	\$ 3,022.93
Grainger	\$ 5,748.88	Team Marinucci	\$ 44.00
Hach	\$ 371.36	Thelen Heating & Roofing	\$ 2,226.00
Hammerlund Construction	\$ 2,337.00	Shannon Thomsen	\$ 105.00
Hawkins Inc	\$ 12,868.12	Total Tool	\$ 599.05
Hawkinson Sand &Gravel	\$ 18.71	Unum Life Insurance	\$ 1,518.91
Herc-U-Lift	\$ 109.00	USA Bluebook	\$ 302.06
Industrial Lubricant	\$ 554.40	Viking Electric Supply	\$ 587.73
Itasca County Farm Service	\$ 1,958.99	Viking Industrial Center	\$ 146.66
Itasca County Treasurer	\$ 1,221.42	Virden Automation LLC	\$ 1,260.00
Itasca Utilities	\$ 1,492.20	Waste Management	\$ 1,367.71
Itron	\$ 820.44	Wayne's Automotive	\$ 233.01
Izaak Walton League -Wes Libbey	\$ 200.00	Wells Fargo Business Cards	\$ 2,560.24
Johnson, Killen, & Seiler	\$ 834.90	Wesco	\$ 4,348.00
KLM Engineering	\$ 600.00	Wisconsin Energy Conservation	\$ 435.64
KOZY	\$ 990.00	Kathy Wohlrabe	\$ 9.20
Kaman Industrial Technologies	\$ 1,248.31	Xerox	\$ 331.06
Keller Fence Company	\$ 37.90	YRC Freight	\$ 705.70
L & M Supply	\$ 763.93	Energy Star Rebate- G Clairmont	\$ 30.00
Lano, O'Toole & Bengston	\$ 522.00	TOTAL	<u>\$ 1,143,849.03</u>
League of Minnesota Cities	\$ 9,645.00		
The Local Boy, Inc	\$ 652.33	S E H	\$ 1,455.00
			<u><u>\$ 1,145,304.03</u></u>



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0443 **Version:** 1 **Name:** Department Head Report: Information Technology
Type: Department Head Report **Status:** Department Head Report
File created: 6/20/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Department Head Report: Information Technology
Sponsors:
Indexes:
Code sections:
Attachments: [IT Department Head Report June 2017.pdf](#)

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

City of Grand Rapids Information Technology Dept.

June 2017

Erik Scott

Lasha Karels

GRAND RAPIDS
COMMUNITIES



GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

Completed Projects

- Responded to over 300 service tickets (helpdesk)
- Installed new switch stack at Courthouse and lit new private 10gig fiber
- Replaced one virtual server host (hardware)
- Replaced both domain controllers including file, DNS, DHCP and email services (new email server implementation almost completed)
- Upgraded virtual server and desktop software platforms
- Completed deployment/configuration of mobile devices to field workers including Public Works crew, Cemetery and Building Inspectors



GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

Upcoming/Ongoing Projects

- Staff workstation replacements
- Expand utilization of virtual desktop system
- Continue core network switch replacements
- Install new photo copiers throughout City departments
- Ongoing updates, upgrades and maintenance of all technology systems including servers, firewalls, PCs, virtual desktops, antivirus, mobile devices and technology policies



GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

Questions?



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0439 **Version:** 1 **Name:** DSGW Master Plan Proposal
Type: Agenda Item **Status:** Civic Center, Parks & Recreation
File created: 6/20/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider a proposal from Damberg, Scott, Grezina, and Wagner (DSGW) for Master Planning services at the IRA Civic Center.

Sponsors:

Indexes:

Code sections:

Attachments: [DSGW Grand Rapids Arena Master Plan.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider a proposal from Damberg, Scott, Grezina, and Wagner (DSGW) for Master Planning services at the IRA Civic Center.

Background Information:

One of the City Council goals is to "Create a master plan for expansion and improvements to the Civic Center considering multiple community needs". Staff has received a proposal to accomplish this from Damberg, Scott, Grezina, and Wagner, with a total fee of \$16,000. Proposed funding for this planning effort is: Blandin Foundation - \$8k, \$4k - Other Participants, and \$4k from the Neighborhood Economic Develop Fund. Timing is of essence because of the pending State Senate and House bond tours likely planned for late August to early October.

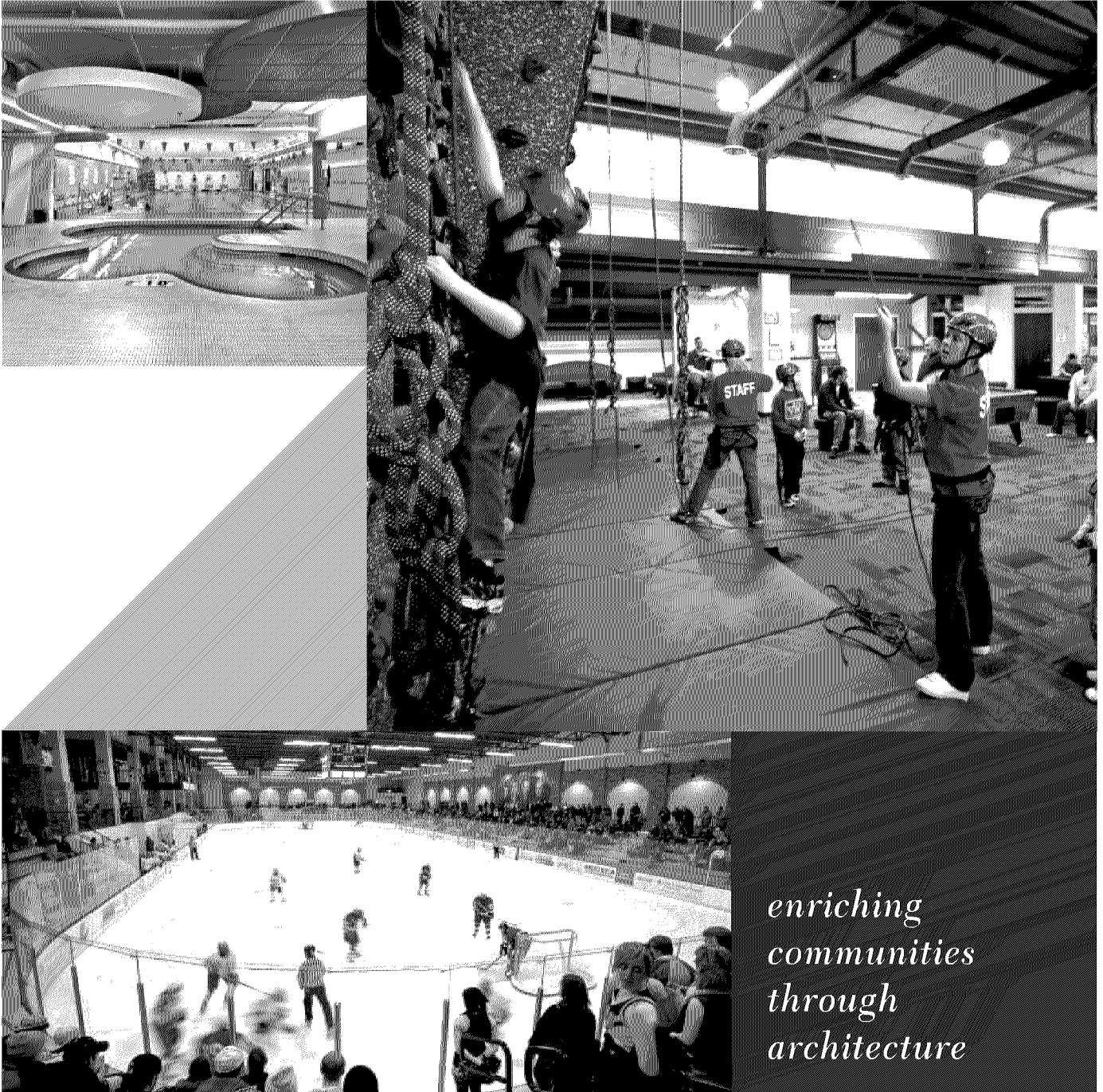
Staff Recommendation:

City staff is recommending a motion approving a contract/proposal from DSGW to prepare a Master Plan for the IRA Civic center for a lump sum fee of \$16,000.

Requested City Council Action

Make a motion approving a contract/proposal from DSGW to prepare a Master Plan for the IRA Civic center for a lump sum fee of \$16,000.

A/E SERVICES PORTFOLIO
**City of Grand Rapids
Arena Master Plan Study**



*enriching
communities
through
architecture*



STATEMENT OF INTEREST



PROJECT
City of Grand Rapids
IRA Civic Center Master Plan

SUBJECT
Request for Proposal for
Architectural Design Services

DATE
June 1, 2017

TO
Mr. Tom Pagel
City Administrator
City of Grand Rapids
420 N Pokegama Avenue
Grand Rapids, Minnesota 55744

Dear Tom,

DSCGW is pleased to present the following qualifications for the Master Plan Design Services of the IRA Civic Center. We will work with the City of Grand Rapids to identify the facility improvements needed to enhance the overall community wellness, recreational needs for seniors, youth, high school and various athletic groups.

We are eager to offer the City of Grand Rapids and user groups our strengths and community experience:

- DSCGW has a rich history working in the City of Grand Rapids! We are invested in the community and have built a great relationship with community leaders and members.
- Experience in developing public/private projects from needs assessments to schematic design to construction through a collaborative approach. We understand community facility programs and the functional relationships of each component. Two notable community projects include:
 - The Essentia Health Duluth Heritage Sports Center located in Duluth on the Clyde Iron Site blends several non-profit organizations focused on community wellness under one roof including a Boys and Girls Club.
 - The Miner's Memorial Ice Arena Master Plan took an active approach to sustainable design, looking at both initial and operational costs to manage and maintain the facility. This project was recently awarded \$12 million through the 2017 bonding bill.

DSCGW understands the importance of the IRA Civic Center and the services it provides to the community. Our understanding of your goals coupled with our years of experience in working with public and private entities that share the same vision greatly improves the chances of a having a successful project.

We look forward to the next steps of this exciting endeavor!

Sincerely,



Erik C. Wedge, AIA, LEED AP
Principal

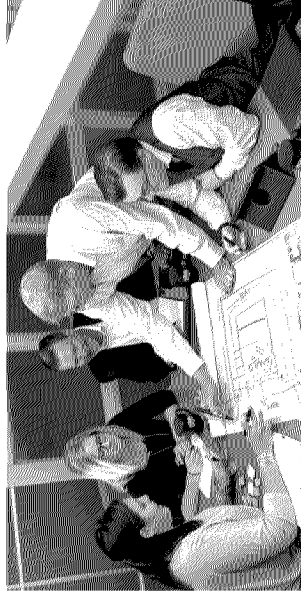
CONTACT

Erik Wedge, AIA, LEED AP
DSCGW Architects, Inc.
417 2nd Street South
Virginia, Minnesota 55792
OFFICE (218) 741.7962
CELL (218) 290-8930
EMAIL ewedge@dsgw.com



FIRM BIO

We Build Relationships



Many firms will tell you they listen. But there's more to it than that. Our DSGW team takes the time to understand, to interpret what we've heard from your community and stakeholders, and apply our design sensibility to it. We don't just listen and do; we seek to know your community, demographics and operational challenges as if they were our own.

To us, architecture should enhance and enrich a community, not override it. The best buildings reflect the character of a region, whether it's critical access care in the rural midwest or urban dwellings. Great architecture instills a sense of pride into those who live and work there.

With every project, our goal is to make sense of complexity so your job gets easier. DSGW provides clarity through planning and programming instead of introducing more challenges later on in design. If we do our job right, our design will answer the questions that haven't been asked yet.

For that, we can thank our 38-person team. Every one of us brings a different, refined skill set to the table. This allows us to match our DSGW team's talents with your project's requirements. However, during the project's early stages, every resource is tapped and every avenue is considered.

DSGW is a firm of architectural and interior design leaders who aren't just influential in the success of your project, but also the industry. Our professionals are dedicated to their craft, as evidenced by their many certifications and accreditations from architecture organizations. They actively serve our community through various nonprofits and boards, bringing their expertise to areas that deserve attention.

Expanding our knowledge base and expertise in this way ensures we've explored the best and newest ideas, and can recommend only the perfect approaches for your project.



CAPABILITIES

Providing Comprehensive Architecture, Interior Design and Planning Services

Our process starts with the spark of an idea and ends only after a successful grand opening.

While our list of capabilities is lengthy, we really excel in three main areas: collaborating, communicating and designing the places that make communities home. We do these things with creativity, enthusiasm and steadfast dedication. And, we do them well.

PLANNING

- Facility Programming
- Functional Space Planning
- Pre-Design Report Analysis
- Pre-Design Planning
- Pre-Referendum Planning
- Strategic Planning
- Preliminary Design Study
- Existing Facility Assessment
- Comprehensive Master Planning
- Site Analysis, Feasibility & Selection
- Grass Roots Community Development
- Project Cost Estimating
- Comparative Analysis Studies
- Statutory Reports & Studies
- Charrette Sessions

ARCHITECTURAL DESIGN

- Conceptual Design Documents
- Remodeling/Renovation
- Historic Preservation
- LEED Certification
- Sustainable Design
- Site Design
- Schematic Design
- Life Cycle Cost Analysis & Estimate
- Building Information Modeling (BIM)
- Building & Regulatory Code Analysis
- Marketing Renderings
- Interior Architecture
- Design Documents
- Construction Documents
- Bidding & Contract Negotiation
- Construction Administration
- Construction Phasing/Logistics
- Construction Plans & Specifications

INTERIOR DESIGN

- Comprehensive Interior Design
- Space Planning and Programming
- Brand Integration
- Workplace Design
- Furniture Selection & Specification
- Interior Finishes and Material Selection
- Custom Millwork Design
- Project Management
- Competitive Bidding
- Research
- Design Standards Development
- Signage and Wayfinding
- Artwork Consultation and Coordination
- Color Studies and Analysis
- Fixtures, Furniture & Equipment
- Tenant Build Out
- Tenant Document Management

CONSULTATIVE SERVICES

- Financing Assistance
- Grant Application Assistance
- Government Funding Assistance
- Client Education and Research

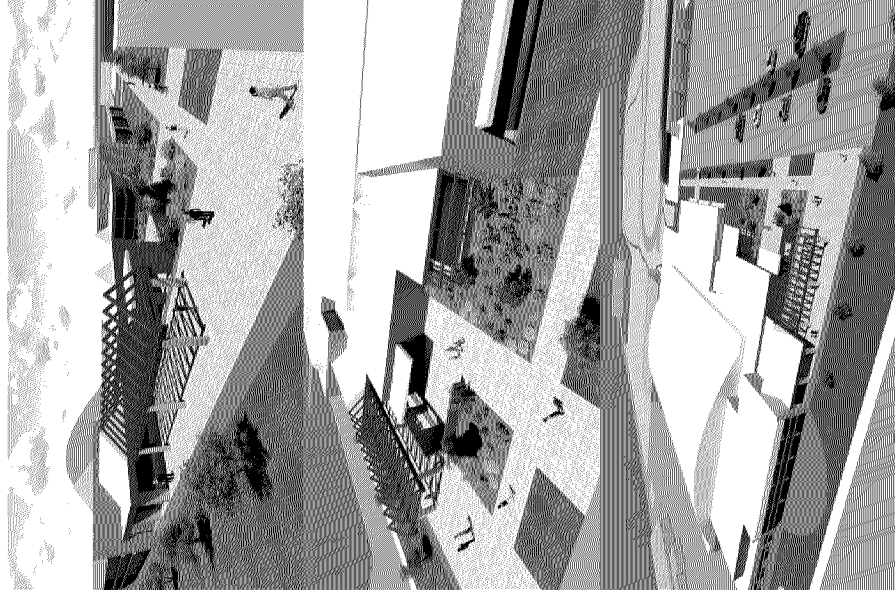
CONSTRUCTION ADMINISTRATION

- Project Cost Control
- Project Management
- Construction Cost Estimating
- Bidding Services & Documents
- Construction Observation
- Post Occupancy Evaluation



SIMILAR PROJECT EXPERIENCE

Master plan for expansion and renovation to regional entertainment hub



Miner's Memorial Arena Master Plan *Virginia, Minnesota*

COST

\$25,000,000 for a 3-phase project

COMPLETED

2004-2016 master plan

SIZE

86,200 sf existing; expand to 110,800 sf

CHALLENGE

The barrel shaped facility was built by the City of Virginia in 1957. The community center/arena hosts over 30 public event annually in addition to the hockey and skating programs. The HVAC systems have outlived their useful life and the facility needs major renovations.

VISION

To create a phased plan to repair the facility and increase the size of the facility to host larger regional events.

RESULTS

A comprehensive master plan showing the deficiencies of the facility, the need for repair and detailed cost implications. The plan has been used to lobby for state bonding funds.

SCOPE

- Master Plan
- Architecture



SIMILAR PROJECT EXPERIENCE

Design to improve community quality of life

**Fort Peck Wellness Center
Poplar, MT**

COST

\$11,000,000

COMPLETED

funding pending

SIZE

59,000 SF

CHALLENGE

To provide an environment that promotes the total health and well being of the Fort Peck Indian Reservation.

VISION

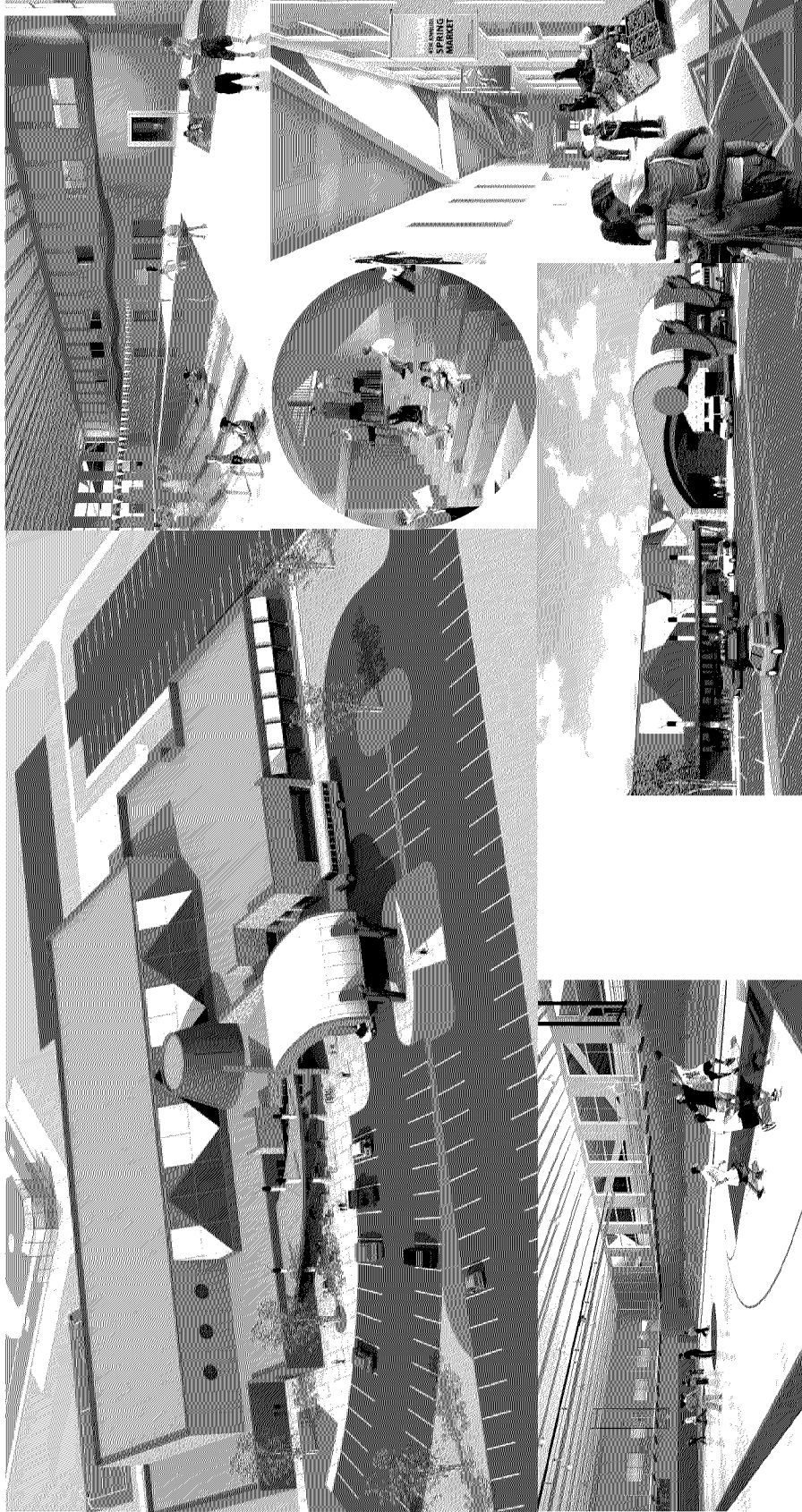
To develop a facility based on the philosophies of health, physical fitness and spirituality, which are important in Native American Heritage.

RESULTS

A program, schematic design, floor plan and budget to secure financing for the new facility. The wellness center includes clinic, physical and occupational therapy, kitchen, elders alcove, cultural conference room, daycare, gymnasium, locker rooms and indoor pool.

SCOPE

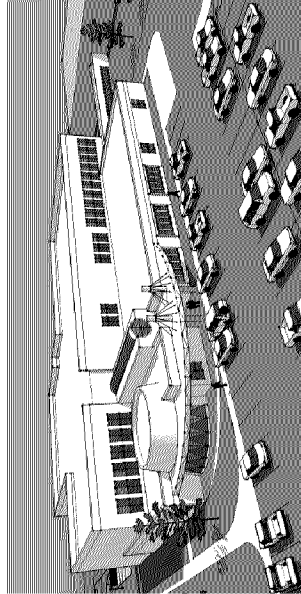
- Master Plan
- Architecture
- Interior Design





SIMILAR PROJECT EXPERIENCE

Design to promote physical and spiritual well being



Sisseton - Wahpeton Oyate Wellness Community Center Agency Village, SD

COST \$22,000,000
COMPLETED funding pending
SIZE 65,000 SF

CHALLENGE

A functional, multi-generational gathering space to promote health and well being of the Sisseton - Wahpeton Oyate Indian Reservation.

VISION

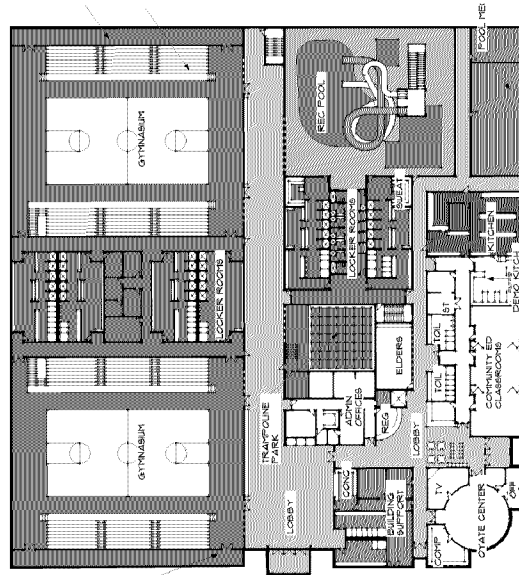
To develop a facility based on the philosophies of health, physical fitness and spirituality, which are important in Native American Heritage.

RESULTS

A program, schematic design, floor plan and budget to secure financing for the new facility. The wellness center includes gymnasium, indoor pool / aquatic therapy, kitchen, elder spaces, staff support areas, community education areas, and outdoor space for sports and community garden.

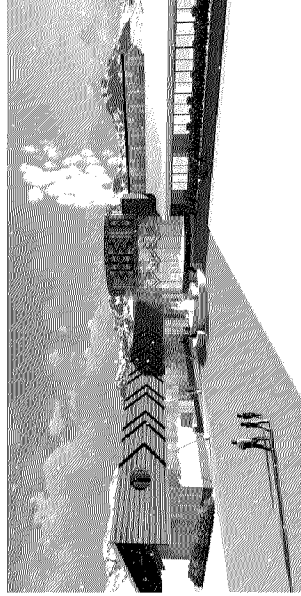
SCOPE

- Master Plan
- Architecture
- Interior Design



SIMILAR PROJECT EXPERIENCE

Wellness center with preventative care in mind



Hays Wellness Center Fort Belknap Hays, Montana

COST \$19,000,000
COMPLETED 2017
SIZE 42,000 SF

CHALLENGE

A complete wellness center to help promote overall physical and spiritual wellness of Tribal members.

VISION

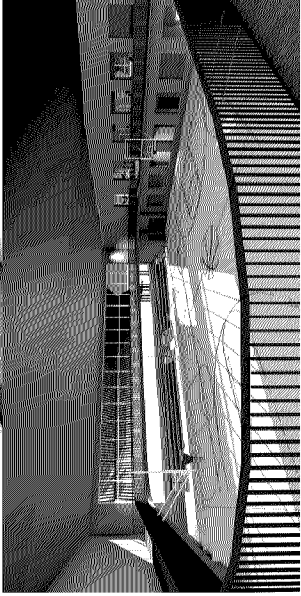
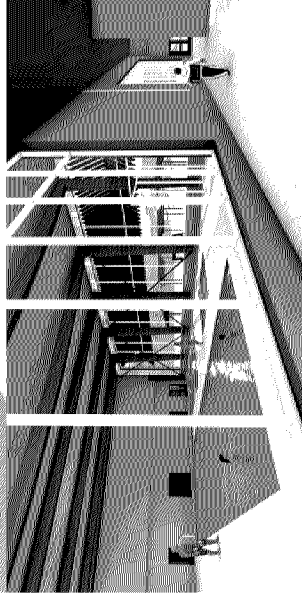
To develop a highly energy efficient community based facility with the ideals of preventative care in mind.

RESULTS

The new net zero ready wellness center includes: gymnasium, indoor pool, fitness area, locker rooms, satellite Tribal health offices, community gathering space, community education space, elders area, community kitchen, multimedia center, language preservation and a combined Tribal police/ court area.

SCOPE

- Master Plan
- Architecture
- Interior Design





SIMILAR PROJECT EXPERIENCE
**Expanded services to meet
 community needs**



**Grand Itasca YMCA
 Grand Rapids, MN**

COST

\$4,000,000

COMPLETED

2015

SIZE

18,000 SF addition

10,000 SF renovation

CHALLENGE

To renovate and add on to existing facility to accommodate growing community health needs

VISION

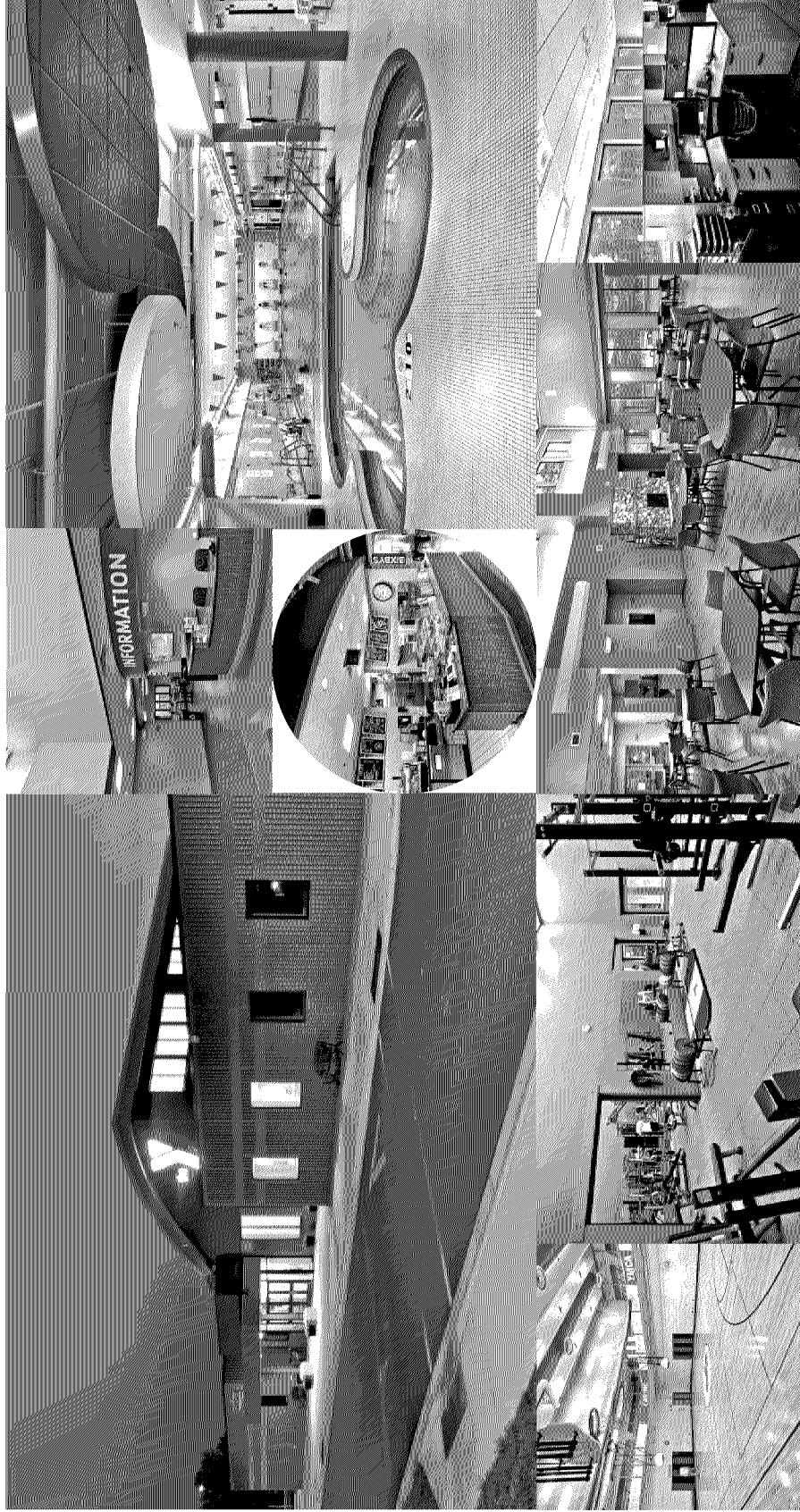
To create a space at the heart of the community for multiple user groups with modern conveniences, up to date equipment and expanded services.

RESULTS

Improved Wee Care, free weight area, aerobic area, mind / body studio and new youth center. Added Active Living Center with a living room area, coffee bar and conference rooms for meetings and classes. Also, a new clinic leased by Grand Itasca Clinic and an Adult Day Stay area.

SCOPE

- Architecture
- Interior Design





SIMILAR PROJECT EXPERIENCE
Cornerstone facility for neighborhood engagement

Clyde Park
 Duluth Heritage Sports Center, Boys & Girls Club, Clyde Iron Works Restaurant
Duluth, MN

COST
 \$38,600,000

COMPLETED
 2010

CHALLENGE
 To recreate a community cornerstone for the Lincoln Park neighborhood

VISION
 Build a community oriented facility that attracts sports tournaments, engages community use and can be home to the local Boys & Girls Club.

RESULTS
 Clyde Park consists of Heritage Hall as the connecting center piece and home to the Boys & Girls Club, Heritage Arena which is the home to you and high school hockey programs and Heritage Pavilion which can be use as a second hockey rink or as an indoor training facility for other sports. In addition, Clyde Iron Works Restaurant is located next door.

- SCOPE**
- Architecture
 - Interior Design





SIMILAR PROJECT EXPERIENCE

Rustic outdoors inspired fitness center



Northland College John N. Allen Fitness Center Ashland, WI

COST
\$1,400,000

COMPLETED
2014

SIZE
8,000 SF

CHALLENGE
Pool at Northland College closed in 2013 and wanted to reuse space

VISION
Turn space into a fitness center that is usable to everyone, refurbish existing wood ceiling while harnessing natural daylight for energy efficient lighting.

RESULTS
A versatile, welcoming space with large windows and a rustic industrial look inspired by the outdoors surrounding the college. The fitness center boasts a wide variety of machines and weights, a climbing wall and hard wood floor area for classes.

- SCOPE**
- Architecture
 - Interior Design



SIMILAR PROJECT EXPERIENCE

Learning center and child care in one location



Grand Portage Head Start and Daycare Center Grand Portage, MN

Grand Portage Band of Lake Superior
Chippewa

COST
\$1,200,000

COMPLETED
August 2009

SIZE
9,200 sf

VISION
A replacement facility to serve the families in the rural community with an appropriate learning environment for ages newborn through preschool.

RESULTS
This facility offers state of the art classrooms and playground nestled on a wooded site. The center offers classrooms, staff offices, meeting spaces, restrooms, registration area and reception as well as a commercial level kitchen.

- SCOPE**
- Architecture
 - Interior Design



SIMILAR PROJECT EXPERIENCE

Child care and community gathering space driven by cultural design



Maa Migin Achigaazo - The Gathering Place White Earth, MN

White Earth Band of Chippewa Indians

COST

\$3,000,000

CONSTRUCTION DATES

Started: 2015

Completed: in progress

SIZE

17,000 sf

VISION

Designed to be both a building and philosophy that supports cultural values and traditions in the area of early childhood and family engagement.

RESULTS

A new space to house family based services provided by White Earth Early Child Care / Early Childhood Program. It includes early childhood services, early learning classrooms, tribal public library and a "Smart Play Spot" embedding ojibwe language and culture into the design. Cultural influence has driven the design inside and out.

SCOPE

- Master Plan
- Architecture
- Interior Design



SIMILAR PROJECT EXPERIENCE

Cultural immersion from a young age



Ojibwe Language Immersion Headstart Red Lake, MN

Red Lake Band of Chippewa Indians

COST

\$13,000,000 (total Tribal college)

COMPLETED

August 2015

SIZE

42,000 sf (total Tribal college)

VISION

A vibrant learning environment and strong cultural influence within the Red Lake Tribal College

RESULTS

A Ojibwe language immersion head start and daycare facility for up to 60 children, ages infant to preschool. The program works with the children so they know their native language and cultural history while teaching them other basics as well.

SCOPE

- Master Planning
- Architecture
- Interior Design

CONTACT

Eugene McArthur, Director of Development
Red Lake Band of Chippewa
218.679.2860



SIMILAR PROJECT EXPERIENCE

Expansion to provide a full range of therapy services

Essentia Health - Iron Range Rehabilitation Virginia, Minnesota

COMPLETED
2009

CHALLENGE:

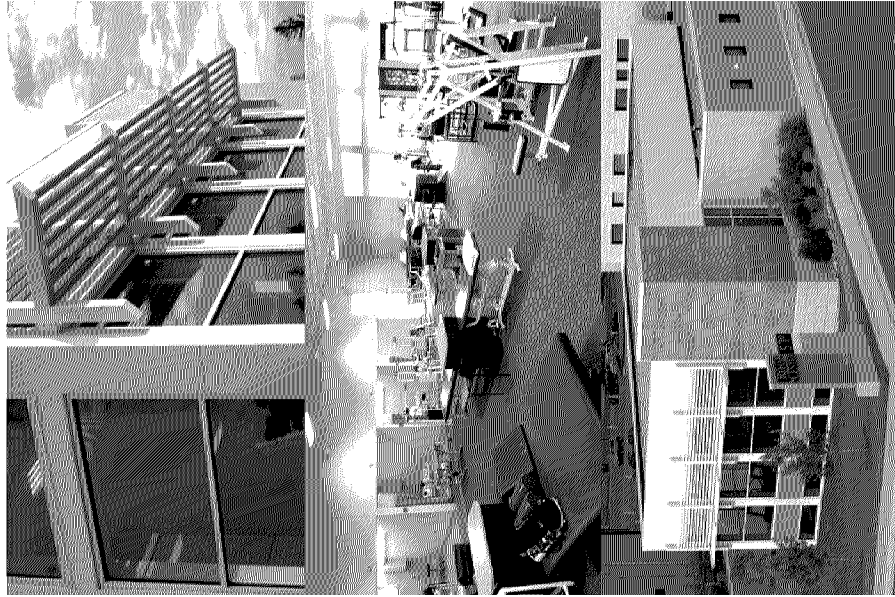
Expand to offer a full range of therapy services to serve patients living in Virginia and the surrounding communities.

VISION:

To create an open and welcoming outpatient space for occupational, physical and speech & language therapy.

RESULT:

The rehabilitation center is located adjacent to the hospital, two clinics and care center; these facilities create a convenient medical campus for patients. The new rehabilitation building is designed to capture natural light - both for energy efficiency and patient comfort - while reducing glare and intensity. All windows are strategically placed taking into account room dimensions, wall colorings, and flooring materials. Additional controls include glass tinting, exterior shades and sensor-controlled interior light fixtures.



SIMILAR PROJECT EXPERIENCE

Neighborhood clinics offer outpatient therapy services

St. Luke's Clinics Duluth, Hermantown, Minnesota; Ashland, Wisconsin

MT. Royal Medical Clinic
Renovation and addition

Laurentian Medical Clinic
New clinic and expansion

Lester River Medical Clinic
New 9,700 sf clinic

Pavillion & Ambulatory Care Center
New 46,000 sf facility

Miller Creek Clinic
New clinic

PS Rudis Medical Clinic
*33,000 sf clinic in the
Wildland Block of Duluth*

**St. Luke's Hospital Endoscopy
Department, Pathology**
Master planning

Building A, Campus Master Planning
*Owner's Representative to
Medical Office Building*

**Duluth Internal Medicine
Clinic in the Medical Arts Center**

**St. Luke's Lake View Medical
Office Building**
84,000 sf medical office facility

Q Care Express Clinic
*Express clinic built out in
Cub Foods of Duluth*

**St. Luke's Hospital Duluth
Campus Master Plan**



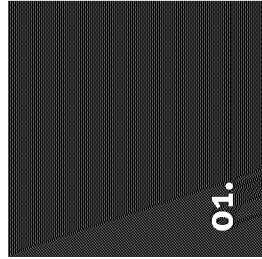


APPROACH

Communication and collaboration every step of the way



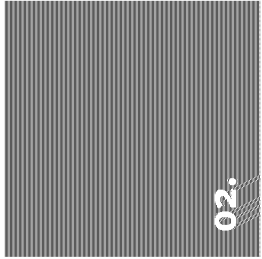
Every project is unique, which is why we adjust our process to best suit client needs.



LISTEN

Your project starts with an open conversation that continues on through every phase. Together, our project team, your stakeholders and the community discuss goals, ideas and priorities.

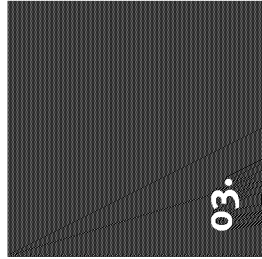
- Facility steering committee
- Interviews
- Programming
- Guiding principles



EXPLORE

This phases determines the best possible use of the building and site by balancing project goals with design principles and best practices. Through a design charrette, architects, owners and the community come together to ideate building concepts, bringing important points of view into the design process. From there, each design option's viability is tested—factoring in building, life cycle, operation and maintenance costs. We discard, revise and refine in an iterative process until there's one cohesive, final design.

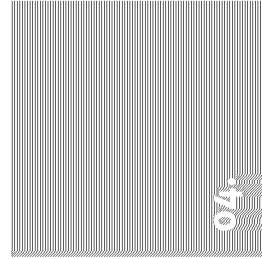
- Preliminary budget
- Design charrette
- Project scope
- Schematic design



DESIGN

Architectural and interior designers incorporate building materials, costs and finishes while structural, mechanical and electrical engineers figure out functional aspects such as heating, cooling and lighting. This phase includes refining the building design and finalizing aesthetics in anticipation of construction.

- Final design
- Budget
- Schedule
- Construction specifications



ACT

Construction of your building begins. DSCW project managers and construction administrators serve as liaisons between you and the contractor, managing the entire construction process from contractor bidding to occupancy. By the end of this step, you'll get the keys to your new space, built to your requirements and our standards.

- Bidding
- Contractor selection
- Construction administration
- Owner occupancy



FEES & CLOSING REMARKS

Thank You

We know how difficult it can be to find the right partner for your project. Hopefully the insight, ideas and approach we've presented will make your decision easier. First in choosing a firm, and then as we work together to make your vision a reality.

If you have any questions with any part of this proposal, we'd love to discuss more in person. We look forward to working with you.

The following is our proposal to the City of Grand Rapids to provide master plan architectural design services for the expansion of the IRA Civic Center.

PROJECT SCOPE OF WORK

It is the intent of the City of Grand Rapids to identify initiatives to help increase building use, efficiency and prolong the use of the IRA Civic Center. DSGW will work with the City's Steering Committee and user groups to provide insight, ideas and assessment of existing conditions, shortfalls, and needs. This group will participate in the planning process facilitated by DSGW to create a vision for the IRA Civic Center and site.

We understand the main users groups are YMCA, Boys & Girls Club, Grand Itasca, Early Childhood, and the City of Grand Rapids. We also, understand more user groups may be added.

PROPOSED DESIGN SERVICES

Architectural Master Plan Design services:

- Conduct assessment of the existing building including space analysis, mechanical, electrical system, accessibility, exterior envelope, interior finishes, health & safety.
- Create a facility space program to identify required spaces, sizes and functions. Interview staff, steering committee, building users and city officials to gather information.
- Research similar facilities as a means to identify alternative functions to extend and increase the use of the facility.
- Develop design options showing how the facility program can be incorporated into the existing facility; develop budgets for each option.
- Identify one design option and one budget for City Council to review.
- City will provide site survey showing property boundaries and contours.

DELIVERABLES, SCHEDULE & FEE

DSGW will complete the Master Plan in 16 weeks and provide the following deliverables: building assessment, concept site plan, concept floor, architectural 3D renderings to illustrate the design, and concept design budget range.

As a means to move this important initiative forward for the Grand Rapids Community we propose a fee of \$16,000. All review meetings will be held in Grand Rapids. If the project moves forward into an actual building project and DSGW is retained as the architect, we will waive this fee entirely.

We can begin work as soon as you give us notice to proceed. If this proposal is acceptable, we will submit an "AIA Owner-Architect Agreement" as our agreement for the project.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	17-0436	Version:	1	Name:	Conduct a public hearing to consider the vacation of a portion of Seventh Street East right-of-way adjacent to Block 1, Grand Rapids Third Division.
Type:	Public Hearing	Status:		Status:	Public Hearing
File created:	6/20/2017	In control:		In control:	City Council
On agenda:	6/26/2017	Final action:		Final action:	
Title:	Conduct a public hearing to consider the vacation of a portion of Seventh Street East right-of-way adjacent to Block 1, Grand Rapids Third Division.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Potasnak Vacation Request: Area Maps Review Committee Comments Potasnak Vacation Request: Application				

Date	Ver.	Action By	Action	Result
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Conduct a public hearing to consider the vacation of a portion of Seventh Street East right-of-way adjacent to Block 1, Grand Rapids Third Division.

Background Information:

Ms. Patricia Potasnak submitted a valid petition on April 26, 2017 requesting the vacation of the following described portion of public right-of-way (and outlined in the attached map):

S 15' of 7th Street East R-O-W ADJ to Lots 1,4,5,8, & 9, Block 1, Third Div. of Grand Rapids, Itasca County, Minnesota

The right-of-way vacation request, if approved, would allow Ms. Potasnak’s lot to gain an additional 15 ft. of width on the north edge of her property. The addition to the property, would allow the owner to add a section of fence in the newly acquired yard area. Previously, as right-of-way, the owner of the property may use the area as “yard space”, but may not locate structures or fencing in the right-of-way. Additionally, the newly acquired yard area would help bring the home, and garage, closer into compliance with the minimum setback requirements from the north property line.

There were no concerns or objections expressed, regarding the petitioned partial right-of-way vacation, from the staff review committee which consists of: Public Works Department, Engineering Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission.

On June 1, 2017 the Planning Commission formally reviewed the proposed vacation and recommended to the City Council approval of the vacation as petitioned, based on certain findings of fact, which are incorporated into the draft resolution.

Requested City Council Action

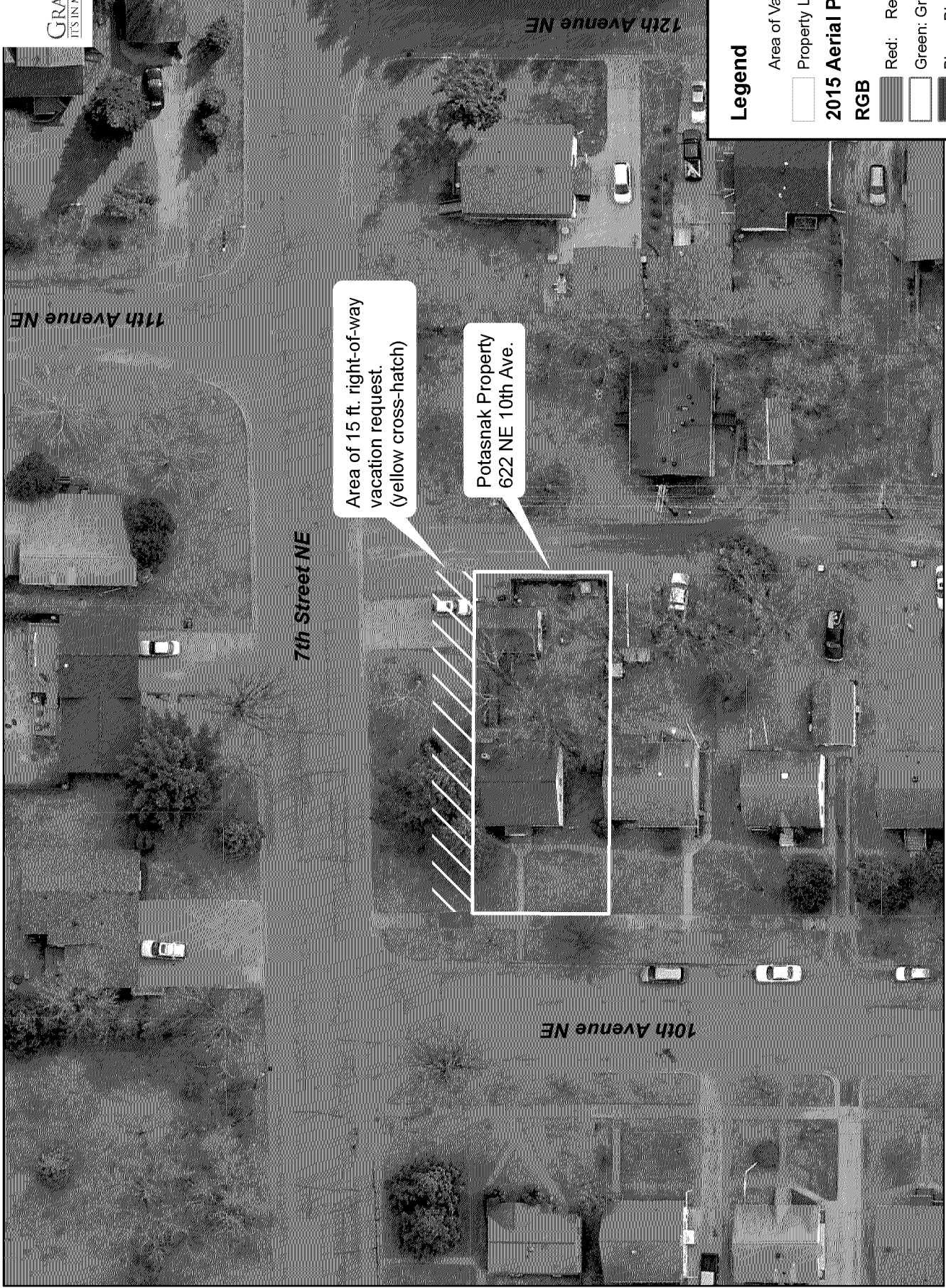
Conduct a public hearing to consider the vacation of a portion of Seventh Street East right-of-way adjacent to Block 1, Grand Rapids Third Division.

Potasnak Vacation Request

(15 ft. of Platted 7th Street E. R-O-W)



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



Legend

Area of Vacation Request

Property Lines

2015 Aerial Photo

RGB

Red: Red

Green: Green

Blue: Blue



Potasnak Vacation Request

(Utilities)



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



Legend

- Area of Vacation Request
- Property Lines
- 2015 Aerial Photo

RGB

- Red: Red
- Green: Green
- Blue: Blue

25 12.5 0 25 Feet



Eric Trast

From: Matt Wegwerth, PE
Sent: Wednesday, May 03, 2017 8:35 AM
To: Rob Mattei
Cc: Eric Trast; Jeff Davies
Subject: Potasnak vacation request

Rob,

I do not have any issues with the vacation request as presented.

Matt Wegwerth, PE

City Engineer
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7625
Mobile: 218-244-1987
Fax: 218-326-7608

Eric Trast

From: Rob Mattei
Sent: Monday, May 01, 2017 11:46 AM
To: Eric Trast
Subject: FW: vacation request

Rob Mattei

Director of Community Development
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7622
Mobile: 218-244-2924
Fax: 218-326-7621

From: Jeff Davies
Sent: Monday, May 01, 2017 11:35 AM
To: Rob Mattei <rmattei@ci.grand-rapids.mn.us>
Subject: vacation request

Rob,

I have no objection to Ms. Patricia Potasnak, 622 NE 10th Ave., request for her describe vacation request.

Jeff Davies

Director of Public Works
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662
Office: 218-326-7480
Mobile: 218-259-8688
Fax: 218-326-7688



Public Vacation Application
 Community Development Department
 420 North Pokegama Ave.
 Grand Rapids, MN 55744
 Tel. (218) 326-7601 Fax (218) 326-7621
 Web Site: www.cityofgrandrapidsmn.com

General Information:

PATRICIA M. POTASNAK

Name of Applicant

622 NE 10th AVE

Address

GRAND RAPIDS MN 55744

City

State

Zip

612-666-3196 potasnak2@gmail.com

Business Telephone/e-mail address

Name of Owner (If other than applicant)

Address

City

State

Zip

Business Telephone/e-mail address

Please check which of the following you are applying for:

Street Vacation

Alley Vacation

Easement Vacation

Provide a legal description of the property to be vacated (for example, the North-South alley adjacent to lots 8-12, block 5, Grand Rapids 5th Division). Attach an exhibit and/or electronic file if the legal description is lengthy.

N 50' OF LOTS 1, 4, 5, 8 & 9 BLK 1

UAC: S 15' OF 7th Street E R-O-W

ADJ to lots 1, 4, 5, 8, & 9, Block 1, GR 3rd Div.

I(we) certify that, to the best of my(our) knowledge, information, and belief, all of the information presented in this application is accurate and complete and includes all required information and submittals, and that I consent to entry upon the subject property by public officers, employees, and agents of the City of Grand Rapids wishing to view the site for purposes of processing, evaluating, and deciding upon this application.

[Signature]
 Signature(s) of Applicant(s)

4-25-2017
 Date

Signature(s) of Owner(s)-(If other than applicant)

Date

APR 26 2017
 Date Received _____ Certified Complete 4/26/2017 Office Use Only Fee Paid 505.00

Does the boundary of the requested vacation terminate at or abut a public water body: Yes No

Planning Commission Recommendation Approved _____ Denied _____ Meeting Date 6/1/2017

City Council Action Approved _____ Denied _____ Meeting Date 6/26/17

Summary of Special Conditions of Approval: _____

Required Submittals:

Application Fee - \$505.00 *1

Location Map

Petition for Vacation

Proof of Ownership – (a copy of a property tax statement or deed will suffice)

**1 The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.*

Justification of Proposed Vacation: Please answer the following question (attach additional pages if needed). The Planning Commission and City Council will consider these questions and responses, and other issues (see attached list) in making their findings of fact and recommendation on the proposed rezoning.

1. Explain why the proposed vacation would be in the public’s best interest. Please refer to the factors being considered by the Planning Commission and City Council that are listed on the final page of this application.

By extending my property another 15 feet would allow me to fence in the portion from the house to the garage and build a small deck off the back door. This enclosure would include the back door of the home. This is property I already maintain year around. There are no utilities located on this stretch and there would still be another 25 feet from this line to the street. Of this 15' I would only be using 4' to fence in.

Additional Instructions:

Prior to submitting your Petition for Vacation, you will need to arrange for one or more preliminary meetings with the Community Development Director. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals.

Findings for Approval:

The Planning Commission, in formulating its recommendation, and the City Council, in support of its action will make findings of fact based on their responses to the following list of considerations:

- Is the street right-of-way needed for traffic purposes?
- Is the street right-of-way needed for pedestrian purposes?
- Is the street right-of-way needed for utility purposes?
- Would vacating the street right-of-way place additional land on the tax rolls?
- Would vacating the street right-of-way facilitate economic development in the City?

In cases where a street/alley or public right-of-way is adjacent to a public water (lake or river), the City will also give consideration to comments submitted by the Minnesota Department of Natural Resources.

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

Complete applications shall be submitted to the Community Development Department one month prior to the Planning Commission’s review of the vacation. More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.

Petition for Vacation

PETITION FOR VACATION OF (PART OF) 7th NE R.O.W (STREET/ALLEY/EASEMENT) IN THE CITY OF GRAND RAPIDS.

To the City Council of Grand Rapids, Minnesota:

The undersigned, a majority of the owners of property as set forth opposite their respective names, abutting on 7th St NE (Street/Alley/Easement), respectfully petition the City Council to vacate the aforesaid (part of) 7th St NE - R.O.W (Street/Alley/Easement).

Names (If not owner, describe nature of the interest in this property)

Description of Property

[Signature]

622 NE 10th Ave
#91-425-0110

Received on the 16 day of April, 2017

[Signature]

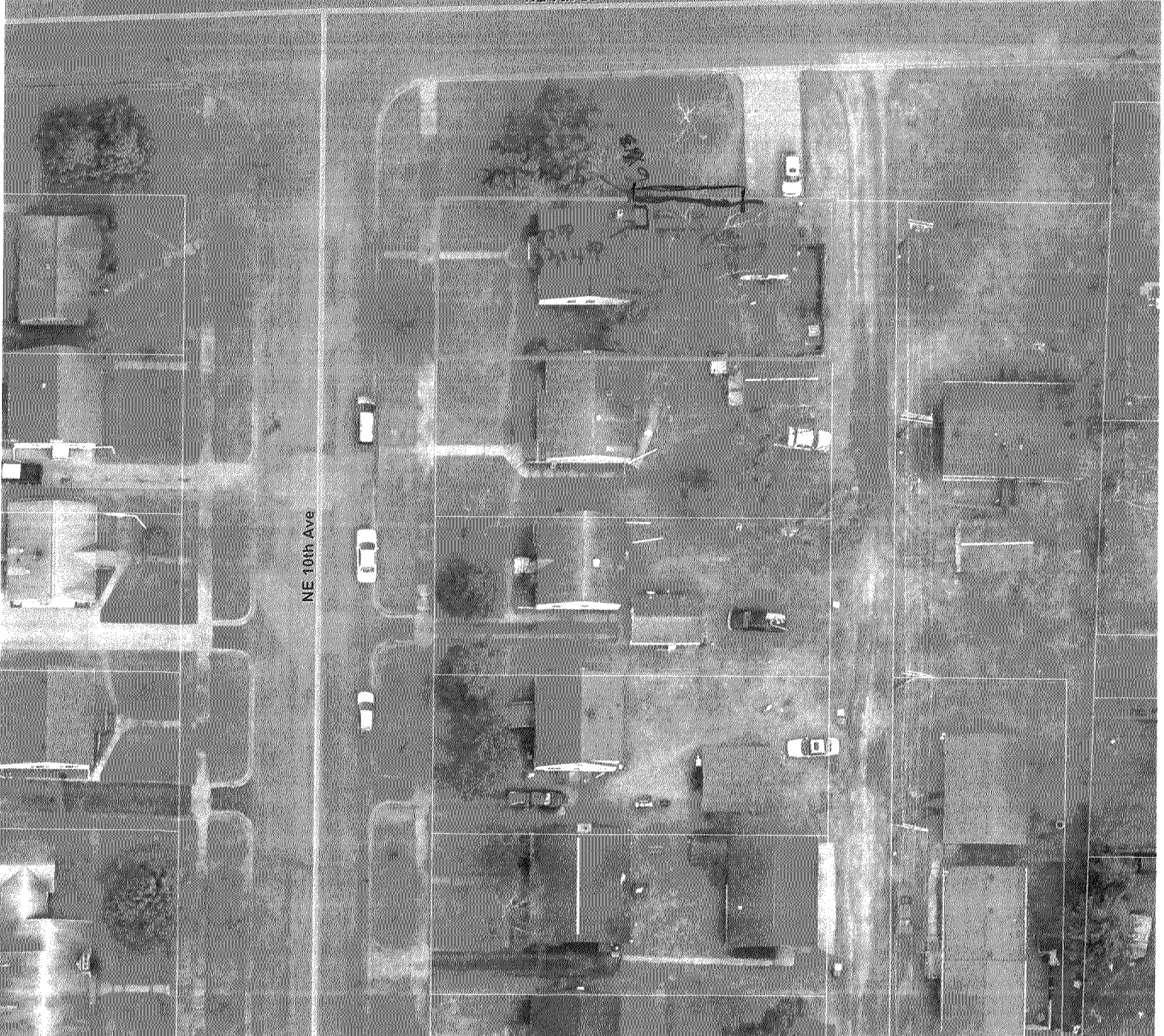
City Clerk

*This petition must be signed by at least **FIFTY PERCENT (50%)** of the property owners, or those with property interests abutting the property (street, alley or easement) to be vacated. Please provide the appropriate number of names and addresses and signatures, as needed to meet this requirement (attach additional sheet if necessary).*



NE 11th Ave

NE 7th St



NE 10th Ave



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0437 **Version:** 1 **Name:** Consider the adoption of a resolution either approving or denying the vacation of a portion of Seventh Street East right-of-way adjacent to Block 1, Grand Rapids Third Division.

Type: Agenda Item **Status:** Public Hearing

File created: 6/20/2017 **In control:** City Council

On agenda: 6/26/2017 **Final action:**

Title: Consider the adoption of a resolution either approving or denying the vacation of a portion of Seventh Street East right-of-way adjacent to Block 1, Grand Rapids Third Division.

Sponsors:

Indexes:

Code sections:

Attachments: [Potasnak Vacation: Resolution \(draft\)](#)

Date	Ver.	Action By	Action	Result
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Consider the adoption of a resolution either approving or denying the vacation of a portion of Seventh Street East right-of-way adjacent to Block 1, Grand Rapids Third Division.

Background Information:

After the public hearing on this matter, the City Council will want to consider the public testimony received and review the recommendation put forward by the Planning Commission.

The Council can accept the recommendation of the Planning Commission, if they are in agreement with it, and adopt the resolution as prepared, or the Council can make its own findings to support its reasons for approving or denying the petitioned portion of right-of-way vacation.

Requested City Council Action

Consider the adoption of a resolution either approving or denying the vacation of a portion of Seventh Street East right-of-way adjacent to Block 1, Grand Rapids Third Division.

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

RESOLUTION NO. 17-__

A RESOLUTION VACATING A PORTION OF A PLATTED SEVENTH STREET EAST RIGHT-OF-WAY ADJACENT TO BLOCK 1, GRAND RAPIDS THIRD DIVISION

WHEREAS, the City Planning Commission, at their regular meeting on June 1, 2017 reviewed the vacation request for a portion of public right-of-way described as:

S 15' of Seventh Street East R-O-W ADJ to Lots 1, 4, 5, 8, & 9, Block 1, Third Div. of Grand Rapids, Itasca County, Minnesota;

WHEREAS, the Planning Commission found the vacation to be in the best interest of the public's health, safety, and general welfare; and

WHEREAS, the Planning Commission forwarded a recommendation for approval of the requested vacation; and

WHEREAS, the City Clerk's affidavit of publication of Notice of Public Hearing and of mailing notices to area residents were provided; and

WHEREAS, the Grand Rapids City Council conducted a public hearing on June 26, 2017, to consider the vacation of the portion of public right-of-way described above; and

WHEREAS, all persons who wished to voice their opinion in regard to the above mentioned vacation were allowed to be heard; and

WHEREAS, it appears that it will be in the best interest of the City to approve such petition;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council does concur with the Planning Commission's findings that the vacation is in the best interest of the public's health, safety, and general welfare, and hereby vacate the above described portion of public right-of-way based on the following findings of fact:

- The portion of street right-of-way is not needed for traffic purposes.
- The portion of street right-of-way is not needed for pedestrian purposes. There would be adequate right-of-way remaining for a sidewalk in the future if deemed necessary.
- The portion of street right-of-way is not needed for utility purposes as indicated by the review committee.
- Vacating the portion of street right-of-way will put a limited amount of additional land on the tax rolls.
- Vacating the portion of street right-of-way will facilitate a limited amount of economic development in the City, with the purchase of materials for fencing and a deck.

AND BE IT FURTHER RESOLVED, that;

1. The City Council instructs City Staff to submit a copy of this resolution to the Itasca County Assessor, Itasca County Recorder, and the Itasca County Auditor.

Adopted by the Council this 26th day of June, 2017.

Dale Adams, Mayor

ATTEST:

Kim Gibeau, City Clerk

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

This document was drafted by:
Eric Trast, Community Development Specialist
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

DRAFT



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0451 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Community Development
File created: 6/21/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider the adoption of a resolution approving a Minnesota Investment Fund (MIF) application in connection with the Grand Rapids Economic Development Authority for the ASV Parts Distribution Center project.

Sponsors:

Indexes:

Code sections:

Attachments: [City Council resolution of support for MIF application by GREDA.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider the adoption of a resolution approving a Minnesota Investment Fund (MIF) application in connection with the Grand Rapids Economic Development Authority for the ASV Parts Distribution Center project.

Background Information:

Over the past month staff has participated in a number of meetings involving the Chief Operating Officer of ASV, Mr. Jim DiBiagio, together with IEDC staff, IRRRB staff and Minnesota Dept. of Employment and Economic Development (DEED) staff to discuss a potential project that would move ASV's parts distribution business function to Grand Rapids.

Currently, ASV parts distribution is contracted out to a third-party logistics (3PL) company in Southaven, MS. ASV's business relationship with this company originated through Terex Corporation, the former parent company of ASV. With ASV now an independent, publicly traded company, they are looking at options for either contracting with another 3PL in the same southern region of the United States, or bringing the parts distribution in-house to a Grand Rapids location.

The Grand Rapids option would involve ASV leasing approximately 53,000 sf of existing warehouse space from Arrowhead Promotion and Fulfillment, at their building located at 1104 SE 8th St.. The leased space will require some lighting upgrades, however the majority of the \$680,000 budgeted cost of this option is associated with a staged process of shipping and restocking the large parts inventory from Southaven to Grand Rapids as well as other transitioning/start-up costs, and for the purchase of necessary floor equipment. At full staffing levels, ASV is anticipating the distribution center would employ a minimum of 13 FTE positions at a minimum base wage of \$15.49/hour and an average base wage of \$19.04/hour, exclusive of the employee benefit package which includes: health, dental, life insurance and retirement.

According to ASV, the Grand Rapids parts distribution center option has the advantage of proximity to the factory/headquarters, as well as an in-house operation providing the Company better control over customer service in its parts sales, an important source of revenue for the company. These advantages compete against the additional cost of transitioning from Southaven and start-up in Grand Rapids.

At a recent board of directors meeting, ASV discussed the following potential sources of funding/economic development assistance for the Grand Rapids project, which were developed by IRRRB, DEED and City staff:

- \$300,000 IRRRB Business Loan to ASV (low interest, 7 year term with targeted employment-based loan forgiveness incentives)

- \$20,000 IRRRB Business Energy Retrofit Program Grant to building owner for lighting upgrades.
- \$125,000 DEED/GREDA MIF Loan (0% interest, 7 year term)

The balance of the the project cost will be funded with ASV equity.

DEED/City MIF Loan: The proposed project meets the criteria for the DEED Minnesota Investment Fund (MIF) program. Under that program, GREDA would apply for a grant from DEED. The \$125,000 grant, when received from DEED, would be used by GREDA to provide a \$125,000 equipment loan to ASV. Under this program, GREDA has the ability to make the 40% local portion of the loan (\$50,000) forgivable to the business. I communicated to ASV, prior to their discussion of this project at the board directors meeting, that it will be and now is my recommendation to the City and GREDA that we provide these forgivable terms. The proceeds received from the remaining 60% of the loan are returned to DEED.

ASV has decided they will move forward with the Grand Rapids Parts Distribution Center option, provided the IRRRB and DEED/City assistance is approved. It was clear in the recent communication of this decision by ASV, that this option/project would not likely have been approved by their board without this assistance.

The Company's requested IRRRB funding has yet to be approved. It, tentatively, will be reviewed by their technical advisory committee on June 27th.

This is a very exciting project for Grand Rapids. When it moves forward, with this assistance, the project will add jobs to the community and will diversify ASV's employment base in Grand Rapids.

Staff Recommendation:

Adopt a resolution approving a Minnesota Investment Fund (MIF) application in connection with the Grand Rapids Economic Development Authority for the ASV Parts Distribution Center project.

Requested City Council Action

Adopt a resolution approving a Minnesota Investment Fund (MIF) application in connection with the Grand Rapids Economic Development Authority for the ASV Parts Distribution Center project.

**RESOLUTION NO.
CITY OF GRAND RAPIDS, MINNESOTA**

RESOLUTION REGARDING THE APPROVAL OF A MINNESOTA INVESTMENT FUND APPLICATION
IN CONNECTION WITH THE GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY FOR THE PROJECT
ENTITLED ASV PARTS DISTRIBUTION CENTER

WHEREAS, the City of Grand Rapids, Minnesota (the "City"), desires to assist ASV Holdings, Inc. (ASV), which proposed the lease of approximately 53,000 square feet of an existing manufacturing/warehouse facility located at 1104 SE 8th St. in Grand Rapids to establish a parts distribution center for ASV as well as a the purchase of equipment in the City; and,

WHEREAS, the City of Grand Rapids understands that ASV through and with the support of the Grand Rapids Economic Development Authority wishes to apply to the Minnesota Department of Employment and Economic Development's Minnesota Investment Fund Program for project financing; and,

WHEREAS, the City of Grand Rapids held a City Council meeting on June 26, 2017 to consider this matter.

NOW, THEREFORE, BE IT RESOLVED that, after due consideration, the Mayor and City Council of the City of Grand Rapids, Minnesota, hereby express their approval of the Minnesota Investment Fund application from the Grand Rapids Economic Development Authority to the Minnesota Department of Employment and Economic Development's Minnesota Investment Fund Program to assist with this project.

Sworn and Executed Under My Hand this 26th day of June, 2017.

Dale Adams, Mayor

ATTEST:

Kim Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0460 **Version:** 1 **Name:** Transfer of Assessment for Horseshoe Properties
Type: Agenda Item **Status:** Administration Department
File created: 6/22/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider waiving the requirement to pay off assessments at time of sale of lots 1-4, Block 2 of Lakewood Heights Addition through approval of Estoppel Certificate.

Sponsors:

Indexes:

Code sections:

Attachments: [6-26-17 Horseshoe Agreement.pdf](#)
[Estoppel Certificate.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider waiving the requirement to pay off assessments at time of sale of lots 1-4, Block 2 of Lakewood Heights Addition through approval of Estoppel Certificate.

Background Information:

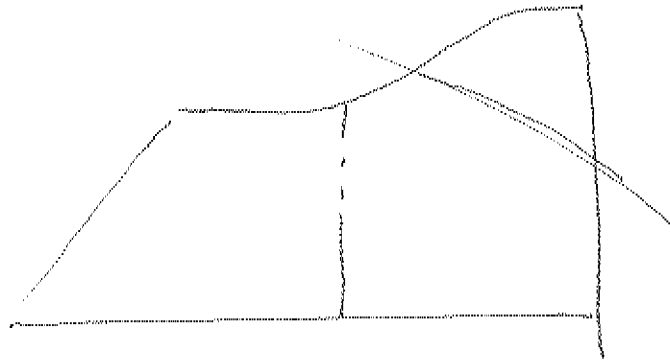
Item 5 under the attached subdivision agreements requires that the balance of any unpaid special assessments be paid off within 10 of the closing of properties in the plat of Lakewood Heights. Horseshoe Properties will be selling developed and undeveloped properties within Block Two and have requested that the balance of the special assessments be transferred to the new owner. The attached document would accomplish their request.

Staff Recommendation:

City staff is recommending the attached agreement be approved allowing for the transfer of special assessments to the new owner.

Requested City Council Action

Make a motion waiving the requirement to pay off assessments at time of sale of lots 1-4, Block 2 of Lakewood Heights Addition through approval of Estoppel Certificate.



SUBDIVISION AGREEMENT

THIS SUBDIVISION AGREEMENT (this "Agreement") is made and entered into as of March 27th, 2006, by and between Horseshoe Properties, a Minnesota Corporation, hereinafter referred to as the "Subdivider" and the City of Grand Rapids, a Minnesota municipal corporation (the "City").

RECITALS

- A. Subdivider has submitted a preliminary Plat to subdivide certain real estate located within the corporate limits of the City, which preliminary Plat is entitled Lakewood Heights. (Exhibit A)
- B. This City has pursuant to its Subdivision Ordinance (the "Ordinance") approved, on a preliminary basis, with certain contingencies stated within their action, the Plat of Lakewood Heights (the "Plat").(Exhibit B)
- C. The City has determined that, should Subdivider comply with the terms of this Agreement, the language and intent of the Ordinance will be complied with and it would be appropriate for the City to approve a final version of the Plat, which then may be appropriately filed.

AGREEMENT

1. CONSIDERATION. This is a mutual Agreement, which the parties acknowledge is supported by adequate consideration, and which shall be legally binding upon the parties.
2. PARK LAND DEDICATION. In lieu of dedication of parkland within the Plat, the Subdivider, as is provided in the Ordinance, will make a cash payment to the City in the amount of \$7,794.64 (seven thousand seven hundred ninety-four and 64/100th dollars) immediately upon execution of this agreement.

3. REQUIRED IMPROVEMENTS:

(a) PLAN A IMPROVEMENTS - Pursuant to the Agreement Between the City of Grand Rapids and Horseshoe Properties, LLC dated October 6, 2005 and attached as Exhibit C, the City has agreed to construct in accordance with the Ordinance, all applicable standards, and final construction plans prepared by or on behalf of the City Engineering Department, all streets, sanitary sewer mains, sanitary sewer and water services from the main to the right of way, water distribution extensions, storm drainage collection mains and ponds, along with necessary clearing and grading, in the following rights of way as detailed within the Preliminary Plat (Exhibit A) and the construction documents on file for City Project 2005-4 at the City Engineer's Office, heretofore referred to as the "Plan A- Required Improvements":

- (i) Lakewood Avenue – from 10th St. S. to Lakewood Lane
- (ii) Benson Lane – from Lakewood Lane to a temporary cul-de-sac located at the south end of Lot 6, Block 1, of the Plat.
- (iii) 14th Ave. SW – from 10th St. S. to Lakewood Lane
- (iv) Lakewood Lane – Lakewood Avenue east to a temporary cul-de-sac located at the south end of Lot 8, Block 3 of the Plat.

Lakewood Lane is an addition to the original petition for service in Lakewood Heights.

The above-described improvements shall be in compliance with all applicable statutes, codes, and ordinances and with the construction standards of the City. The full cost of the above described Plan A – Required Improvements will be assessed to the Subdivider as set forth by this agreement and the agreement attached as Exhibit C. The City agrees that the Plan A - Required Improvements, described in above paragraph, shall be completed in their entirety on or before October 1, 2006.

In accordance with Minnesota Statute §§505.02, Subdivision 1, the Subdivider shall set survey monuments of a permanent character in the locations on the boundary of the subdivision, and within it, as required within 1 year of the filing and recording of the Plat.

No Certificate of Occupancy shall be granted to any property with the exception of Lot 1, Block 2 of the Plat, nor shall any person occupy any property until all above described improvements are completed in accordance with the terms set forth by this Agreement.

(b) PLAN B IMPROVEMENTS The City agrees to allow for the phased construction of certain improvements, required by the Ordinance and the approved Plat, heretofore

referred to as the "Plan B - Required Improvements". The Plan B - Required Improvements shall consist of the following:

- (i) Construction of street, water main, sanitary sewer, sanitary sewer and water services and appurtenances, and necessary storm sewer appurtenances, in conformity with all applicable standards, ordinances, and with the final construction plans either developed by the City Engineer or upon his or her review and approval, along Benson Lane between the temporary cul-de-sac constructed under the Plan A – Required Improvements and the west line of the Plat, and along Lakewood Lane between the temporary cul-de-sac constructed under the Plan A – Required Improvements and the east line of the Plat.

(c) SCHEDULE FOR PLAN B IMPROVEMENTS -

The Subdivider further agrees that, at such time the City orders or approves a project to extend either Lakewood Lane or Benson Lane beyond the limits of the Plat, the construction of the improvements listed under Section 3(b)(i) of this agreement shall be completed by the Subdivider at sole cost of the Subdivider, or the Subdivider may petition the City, at that time, to construct those said improvements, pursuant to Minnesota Statute, Chapter 429, the City's Special Assessment Policy, all other applicable codes, ordinances and statutes.

4. ASSESSMENT: The City shall assess as against each lot contained in the Plat, benefited by the Plan A – Required Improvements or future petitioned Plan B- Required Improvements ordered by the City, the proportionate and appropriate special assessment, and finance the same in accordance with its assessment policy.

5. PAYMENT OF SPECIAL ASSESSMENTS: In exchange for the City so agreeing to assess such cost, Subdivider agrees that, upon sale of any lot or lots contained in the Plat, with the exception of Lot 3, Block 3 and Outlot A, Subdivider shall cause and require all assessments against each such lot or lots to be accelerated and immediately paid to the City within 10 days following the closing. Subdivider shall provide, within 10 days following a closing involving the said sale of lots, notification of the sale(s) to the City Finance Director. Further, the Subdivider agrees to keep current its payment of special assessments levied against all unsold lots within the Plat for the full term of the assessment levy or until all assessments are paid in full, which ever occurs sooner.

6. WAIVER OF RIGHT TO CONTEST SPECIAL ASSESSMENTS: Subdivider hereby waives the right to contest Special Assessments levied by the City for any of the Required Improvements listed in Section 3 assessed now or in the future by the City. Said waiver is based on Subdivider having been given sufficient information by City Engineering Department of estimated costs of outstanding improvements at the time of the assessments.

7. CONSTRUCTION OF PLAN B – REQUIRED IMPROVEMENTS BY THE SUBDIVIDER: If the Subdivider elects to construct any of the Plan B – Required Improvements through a private contract, the improvements shall be in compliance with all applicable statutes, codes, ordinances, City construction standards, and, furthermore, the following will be required:

(a) CONSTRUCTION PLANS, SPECIFICATIONS, & AS-BUILTS. Construction plans and specifications for the required improvements listed in Section 3 shall conform in all respects with the standards of the City Engineering Department and City ordinances. The construction plans and specifications shall be prepared at the sole cost of the Subdivider, by a professional engineer registered in the State of Minnesota and shall contain his/her seal. The 1999 edition of the City Engineers Association of Minnesota Specifications shall govern over the construction of sanitary sewer and water distribution improvements. The 2005 edition of the MNDOT Standard Specifications for Construction shall govern over the construction of storm sewer, grading, concrete, bituminous, and all other types of work. Said plans and specifications, together with the quantities of construction items, shall be submitted to the City Engineer for his approval and for his estimate of the total cost of the required improvements. Prior to City's acceptance of the required improvements listed in Section 3, the Subdivider shall furnish to the City one complete set of as-built drawings, on A-size mylar media, showing the improvements as built or in place and written certification by the Subdivider's civil engineer that the improvements have been completed in accordance with the approved plans and specifications.

8. FINANCIAL GUARANTEE: Prior to the time the Plan B – Required Improvements are required to be completed, the Subdivider shall furnish the City with a financial guarantee in the form of a cash escrow; an irrevocable letter of credit provided by a Minnesota financial institution or other financial institution reasonably acceptable to the City; or in the form of other financial instruments which provide equivalent assurance to the City and which are approved by the City Finance Director.

The Subdivider shall furnish the City with a financial guarantee in the amount of 110 percent of the City Engineering Department's estimated cost of outstanding improvements and such financial guarantee shall continue in full force and effect until the City Council has approved and accepted all of the Work undertaken to be done, and shall thereby release the surety and/or Subdivider from any further liabilities; provided, however, that the City Council may reduce the amount of the financial guarantee upon partial completion of the Work as certified by the City Administrator.

The financial guarantee shall be conditioned upon the full and faithful performance of all elements of this Agreement, and upon compliance with applicable statutes, codes, and ordinances of the City, and shall further be subject to the following provisions, which shall be deemed to be incorporated in such financial guarantee and made part thereof.

When any instrument such as an irrevocable letter of credit, submitted as a financial guarantee for the Work, contains provision for an expiration date, after which the instrument may not be drawn upon, notwithstanding the status of the Work, it is hereby agreed that the following special conditions shall apply:

The expiration date of all such instruments shall be no earlier than December 31, of the year in which it is issued or the closest business day in the case of weekends and legal holidays.

The Subdivider (or in the case of a Letter of Credit, the bank or other issuer of the Letter of Credit) shall notify the City in writing, by certified mail, at least sixty (60) days prior to the expiration date of the instrument, that (1) the instrument will not be renewed upon expiration; or (2) the instrument will be renewed and extended for at least six months beyond the initial expiration date.

In the case of the intention not to renew an instrument upon expiration, the Subdivider hereby agrees that an appropriate new instrument shall be submitted at least thirty (30) days prior to expiration of the initial instrument, to guarantee the completion of remaining work unless, prior to the expiration date, the City Council has found that all work has been completed and has, therefore, released the Subdivider from the obligation to provide a guarantee. If a new financial instrument is not timely submitted, and the City Council has not so released the Subdivider, the Subdivider shall be in a breach of this Agreement.

In the case of an intention to renew the instrument, the Subdivider hereby agrees that a written notice of extension from the financial institution providing the instrument shall be submitted to the City at least thirty (30) days prior to the expiration date in the initial instrument. The term of any extension shall be approved by the City.

(c) REMEDIES FOR BREACH. At any time after the completion date and any extension thereof, if any of the Work is deemed incomplete, or if a letter of credit or surety will expire without renewal prior to completion, the City may proceed in any one or more of the following ways to enforce the undertakings herein set forth, and to collect any and all overhead expenses incurred by the City in connection therewith, including but not limited to engineering, legal, planning, and litigation expenses; but the enumeration of

the remedies hereunder shall be in addition to other remedies available to the City.

- (i) Specific Performance. The City may in writing direct the surety or the Subdivider to cause the Work to be undertaken and completed within a specified reasonable time. If the surety and/or the Subdivider fail to cause the Work to be done and completed in a manner and time acceptable to the City, the City may proceed in an action for specific performance to require such work to be undertaken.
- (ii) Completion by the City. The City, after 10 days notice to Subdivider, may enter the premises and proceed to have the Work done either by contract, by day labor, or by regular City forces, and neither the Subdivider nor the corporate surety may question the manner of doing such work or the letting of any such contracts for the doing of any such work, or the doing of such work. Upon completion of such work, the surety and/or the Subdivider shall promptly pay the City the full cost thereof as aforesaid.
- (iii) Funds on Deposit. In the event that the financial guarantee is in the form of cash, certified check, irrevocable letter of credit, or other arrangement making the financial guarantee immediately accessible to the City, the City may immediately draw on a letter of credit, cash, a certified check, or demand payment by a surety. It may then deposit the financial guarantee in its general account. The City may then proceed to complete the Work, reimburse itself for the cost of completion as defined hereunder, and return the balance to the Subdivider.

9. **AGREEMENT TO PAY ATTORNEY'S FEES AND EXPENSES.** Whenever any default occurs and the City employs attorneys or incur other reasonable expenses in enforcement or performance of the obligations under this agreement, the Subdivider agrees on demand to pay the City the reasonable fees or expenses incurred by the City.

10. **MISCELLANEOUS TERMS.** This Agreement shall also be subject to the following terms and conditions:

- (a) This Agreement shall be interpreted in accordance with the laws of the State of Minnesota.
- (b) The terms of this Agreement shall not be amended, supplemented, or varied, except by written agreement signed by the parties.
- (c) All terms of this Agreement which are binding upon Subdivider shall run with the land and shall be binding upon all heirs, successors, assigns,

STATE OF MINNESOTA)
)ss.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged by the City of Grand Rapids before me this 27 day of March, 2006, by Susan Zeige and Edward Treska, the Mayor and City Administrator, respectively, of the City.


Notary Public

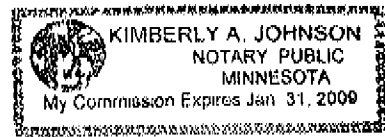


EXHIBIT A

Preliminary Plat Lakewood Heights

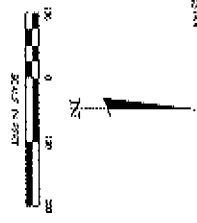
EXHIBIT B

Final Plat Lakewood Heights "The Plat"

PROJECT BY ASSOCIATES
 301 27th St., Grand Rapids, MN 55704

GENERAL NOTES:
 1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
 2. ALL UTILITIES ARE TO BE DEEPER THAN THE FOUNDATION.
 3. SEE SHEET 2 FOR UTILITY EASEMENT DETAIL.

- FINISHED FLOOR FINISH
- FINISHED GRADE FINISH
- FINISHED EAVES FINISH
- FINISHED EXTERIOR FINISH
- FINISHED INTERIOR FINISH



LAKEWOOD HEIGHTS

THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER,
 AND PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER,
 SECTION 29, TOWNSHIP 55 NORTH, RANGE 25 WEST,
 GRAND RAPIDS, ITASCA COUNTY, MINNESOTA

EXHIBIT 'B'

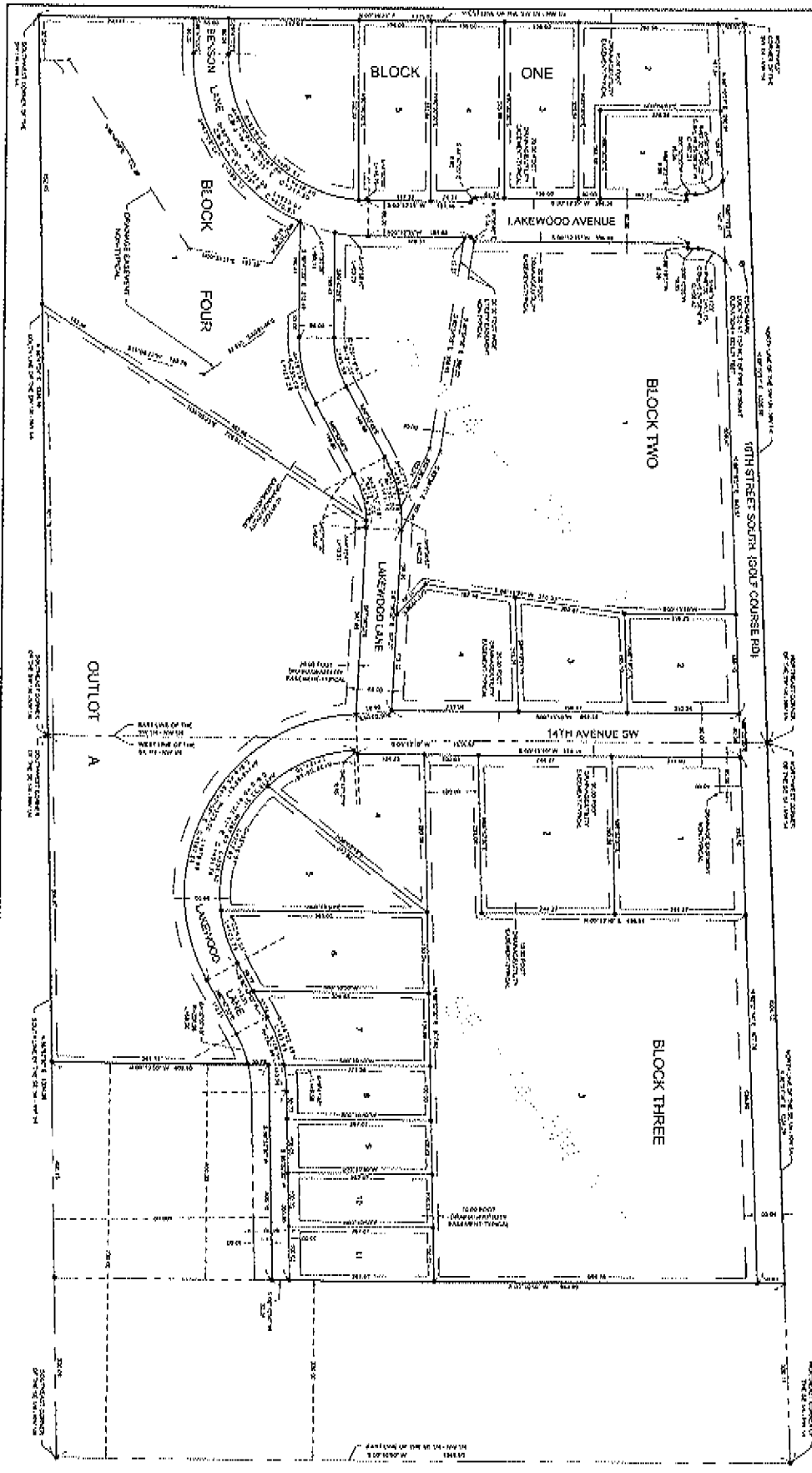
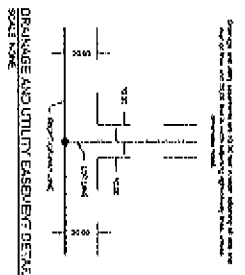


EXHIBIT C

Agreement between the City of Grand Rapids and Horseshoe Properties, LLC.

AGREEMENT BETWEEN THE CITY OF GRAND RAPIDS AND HORSESHOE PROPERTIES, LLC.

WHEREBY, Horseshoe Properties, LLC, has submitted a petition for infrastructure construction within the proposed preliminary plat of ~~Lakeview Heights~~ ^{Lakewood}.

WHEREBY, Horseshoe Properties, LLC, understands that the cost of said City Project and said infrastructure will be assessed at a rate of one-hundred percent (100%) to the properties located within the proposed preliminary plat of ~~Lakeview Heights~~ ^{Lakewood}. To date all the property located within said plat is owned by, Horseshoe Properties, ~~LLC~~ ^{LLC}.

WHEREBY, Horseshoe Properties, LLC, has also submitted a preliminary plat of ~~Lakeview Heights~~ ^{Lakewood} and submitted a petition for rezoning of the property within said preliminary plat ~~LLC~~ ^{LLC}.

WHEREBY, Horseshoe Properties, LLC, further acknowledge that an award of a contract by the City for the public infrastructure constructed under CP 2005-4, Horseshoe Properties Infrastructure, does not grant preliminary nor final approval of the submitted plat of ~~Lakeview Heights~~ ^{Lakewood} or the petitioned rezoning of said property.

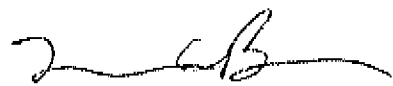
WHEREBY, if Horseshoe Properties, LLC, takes any action, or expends and financial amount in anticipation of said plat approval, or rezoning request, and if either request is denied by the City, Horseshoe Properties, LLC waives any claim against the City and understands no promises were made by the City that said plat, nor rezoning, would ever be granted. Any action or monetary reliance that Horseshoe Properties, LLC endeavors prior to official approval of a final plat, or official rezoning by the City, is done at their peril.

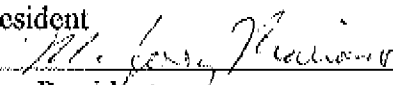
WHEREBY, Furthermore, because Horseshoe properties desires the City to award CP 2005-4, in advance of an approved final, recorded plat of ~~Lakeview Estates~~ ^{Lakewood Heights}, Horseshoe properties will grant perpetual easements prior to contract award for those areas where public infrastructure are proposed for construction at no cost to the City. This will formalized by Horseshoe Properties, LLC signing easements reflecting the same.

This Agreement is made and entered into as of the date and year written above.

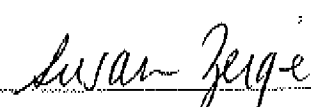
Horseshoe Properties, LLC

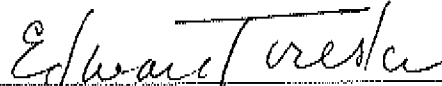
CITY OF GRAND RAPIDS



President


Vice President

By: 

Its: Nov. 28, 2005
By: 

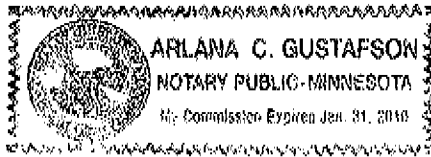
Its: City Administrator

STATE OF MINNESOTA)
)ss.
COUNTY OF ITASCA)

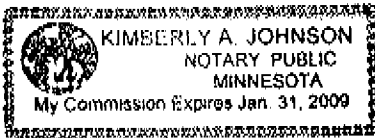
The foregoing instrument was acknowledged before me this 6th day of October, 2005, by Timothy C Bonner, President and m. Jerry Mariano, Vice President the Horseshoe Properties, LLC.

Arlana C. Gustafson
Notary Public

STATE OF MINNESOTA)
)ss.
COUNTY OF ITASCA)



The foregoing instrument was acknowledged by the City of Grand Rapids before me this 28 day of November, 2005 by Susan Zeige and Edward Treska the Mayor and City Administrator respectively, of the City.



Kimberly Johnson
Notary Public

ESTOPPEL CERTIFICATE

June __, 2017

TO:

Grand Rapids Healthcare Investors, LLC
c/o MedCraft Healthcare Real Estate, LLC
3601 Minnesota Drive, Suite 850
Minneapolis, MN 55305
Attn: Jon Stecher

TO:

Grand Rapids State Bank ("Lender")
523 NW 1st Ave.
Grand Rapids, MN 55744
Attn: Jeff Lee

RE: Subdivision Agreement dated March 27, 2006, filed June 21, 2006 as Document No. A000599583

This Estoppel Certificate (the "Certificate") is made as of the date set forth above by the undersigned with reference to the Subdivision Agreement, as defined below. The City of Grand Rapids (the "City") and Horseshoe Properties, a Minnesota corporation ("Developer") are parties to that certain Subdivision Agreement dated March 27, 2006, filed June 21, 2006 as Document No. A000599583 (the "Subdivision Agreement"). Horseshoe Professional Building, LLC, a Minnesota limited liability company is the fee owner of the Property and is an affiliate of Developer.

In connection with the proposed purchase of that certain real property described as Lots 1, 2, 3, and 4, Block 2, Lakewood Heights (the "Property") by Grand Rapids Healthcare Investors, LLC ("GHI"), the undersigned hereby state and certify to GHI and Lender, that to the best of its knowledge, as of the date of this Certificate:

1. The Subdivision Agreement is currently in full force and effect, represents the entire agreement between the parties as to the subject matter thereof, and has not been assigned, modified, supplemented or amended in any way.
2. There are no outstanding defaults, liabilities, or charges in existence with respect to the obligations set forth in the Subdivision Agreement except for the Special Assessments, as that term is defined below, and the Developer and the Property are in compliance with respect to the provisions of the Subdivision Agreement. Any remaining obligations of Developer under the Subdivision Agreement continue to be obligations of Developer and except for the payment of the Special Assessments such obligations will not become obligations of GHI following GHI's acquisition of the Property.
3. All petitions for improvements contemplated by the Subdivision Agreement which are to be assessed against the Property (the "Special Assessments") have been filed with the city, county, or such appropriate governmental entity.

4. Notwithstanding anything to the contrary set forth in the Subdivision Agreement, those Special Assessments currently assessed against the Property shall not be required to be accelerated and immediately paid following the sale of the Property as otherwise required under Paragraph 5 of the Subdivision Agreement and shall be permitted to continue to be paid in installments until such amounts have been paid in full.
5. The above addressees may rely on the statements contained herein and the accuracy thereof.
6. The undersigned have the authority to execute this Certificate.

This Certificate shall inure to the benefit of GHI and Lender and their respective successors and assigns, and shall bind the undersigned and their successors and assigns.

This Certificate shall be interpreted, construed, and enforced in accordance with the laws of the State of Minnesota.

IN WITNESS WHEREOF, the undersigned have caused this Certificate to be duly executed as of the date set forth above.

CITY OF GRAND RAPIDS,
a municipal corporation

By: _____
Name: _____
Title: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0435 **Version:** 1 **Name:** Master Partnership Contract - State of MN
Type: Agenda Item **Status:** Engineering
File created: 6/20/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider approving a Master Partnership Contract between the State of Minnesota and the City of Grand Rapids
Sponsors:
Indexes:
Code sections:
Attachments: [Master Partnership Agreement 2017-2022](#)

Date	Ver.	Action By	Action	Result
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Consider approving a Master Partnership Contract between the State of Minnesota and the City of Grand Rapids

Background Information:

Master Partnership Contracts are umbrella contracts which allow local agencies and MnDOT to exchange goods and services. The Master itself allows MnDOT, upon request of the local agency, to deliver small, routine services to local agencies. These services are listed in Exhibit A of the Contract. Any other type of service needs a stand-alone written work order agreeing to costs and terms of service. The local agency is always in control of requesting work. MnDOT will not perform services without a written request from the local agency. The contract is attached and will be in effect for five years.

Staff Recommendation:

City staff is recommending approval of a Master Partnership Contract between the State of Minnesota and the City of Grand Rapids

Requested City Council Action

Make a motion approving a Master Partnership Contract between the State of Minnesota and the City of Grand Rapids

June 9, 2017

Matt Wegwerth
City of Grand Rapids Engineer
420 Pokegama Ave. North
Grand Rapids, MN 55744

Subject: Master Partnership Contract 1028595

Dear Matt:

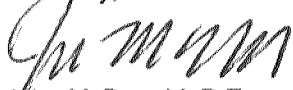
Transmitted herewith is a proposed Master Partnership Contract 1028595 with City of Grand Rapids. This Master Contract will allow MnDOT to pay Local Governments or Local Governments to pay MnDOT to perform certain work related emergency services, design, construction, maintenance, and improvements of trunk highways.

Kindly present this Master Partnership Agreement to the City Council for their approval and execution that includes original signatures of the City Councils authorized City officers on this agreement.

When the Master Partnership Agreement have been executed by the City Council, please return the signed copy to this office so that it may be returned to St. Paul for final execution.

An extra copy of the Agreement is being provided for your use until a fully executed copy is returned.

Sincerely,



John McDonald, P.E.

District State Aid Engineer

**STATE OF MINNESOTA
AND
CITY OF GRAND RAPIDS
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation in this contract referred to as the “State” and the City of Grand Rapids acting through its City Council, in this contract referred to as the “Local Government.”

Recitals

1. The parties are authorized to enter into this contract pursuant to Minnesota Statutes, §§15.061, 471.59 and 174.02.
2. Minn. Stat. § 161.20, subd. 2, authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this contract is a “road authority” as defined by Minn. Stat. §160.02, subd. 25.
4. Minn. Stat. § 161.39, subd. 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minn. Stat. §174.02, subd. 6, authorizes the Commissioner of Transportation to enter into contracts with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally purchase services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract (MPC) provides a framework for the efficient handling of such requests. This MPC contains terms generally governing the relationship between the parties. When specific services are requested, the parties will (unless otherwise specified) enter into a “Work Order” contracts.
7. After the execution of this MPC, the parties may (but are not required to) enter into “Work Order” contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this MPC to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

Master Partnership Contract

1. **Term of Master Partnership Contract; Use of Work Order Contracts; Survival of Terms**
 - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
 - 1.2. A party must not accept work under this Contract until it is fully executed.
 - 1.3. **Expiration Date.** This Contract will expire on June 30, 2022.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that project. A party must not begin work under a work order until the work order is fully executed. The terms of this MPC will apply to all work orders contracts issued, unless specifically varied in the work order. The Local Government understands that this MPC is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this MPC will survive with respect to any work order contract issued prior to the expiration date of the MPC.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.
- 1.7. **Definition of “Providing Party” and “Requesting Party”.** For the purpose of assigning certain duties and obligations in the MPC to work order contracts, the following definitions will apply throughout the MPC. “Requesting Party” is defined as the party requesting the other party to perform work under a work order contract. “Providing Party” is defined as the party performing the scope of work under a work order contract.

2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Exhibit A – Table of Technical Services is attached.
 - 2.1.1. Every other service not falling under the services listed in Exhibit A will require a work order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State’s normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State’s then-current rate for performing the Technical Services. The then-current rate may include the State’s normal and customary additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.

- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minn. Stat. §16C.08, subd. 1, professional/technical services “means services that are intellectual in character, including consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task.” Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party’s professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.
- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party’s own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although “on call” work orders may be prepared for certain types of services, especially for “Technical Services” items as identified section 2.1.. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must be fully executed by the parties prior to work being commenced.

The Local Government will not be paid for work performed prior to execution of a work order contract and authorization by the State.

4. Responsibilities of the Providing Party

- 4.1. **Terms Applicable to ALL Work Order Contracts.** The terms in this section 4.1 will apply to ALL work order contracts.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this MPC or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order contract. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order contract may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minn. Stat. Section 161.39. The work order Contract will require the Local Government to deposit payment in advance. The costs and expenses will include the current State additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed are considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by contract or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.
- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. **Additional Terms for Construction Administration.** The terms of section 4.1 and this section 4.3 will apply to all work order contracts for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.

- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts.
- 4.3.7. Unless otherwise agreed in a work order contract, each party will be responsible for providing rights of way, easement, and construction permits for its portion of the improvements. Each party will, upon the other's request, furnish copies of right of way certificates, easements, and construction permits.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order contract.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order contract when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
 - 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.
 - 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
 - 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, National Pollutant Discharge Elimination System (NPDES) and other environmental permits.
 - 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

5. Responsibilities of the Requesting Party

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

6. Time

In the performance of project work under a work order contract, time is of the essence.

7. Consideration and Payment

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
 - 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this MPC will not exceed \$100,000.00.
- 7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order contract, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.
- 7.4. **Payment.**
 - 7.4.1. **Generally.** The **Requesting Party** will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.
 - 7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE “MNDOT CONTRACT NUMBER” SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE “INVOICE NUMBER” ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT
Attn: Cash Accounting
RE: MnDOT Contract Number 1028595 and Invoice Number #####
(See note in 7.4.2.2. above.)
Mail Stop 215
395 John Ireland Blvd
St. Paul, MN 55155

7.4.3. ***Payment by the State.***

7.4.3.1. *Generally.* The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. *Retainage for Professional and Technical Services.* For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 2(10), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. Conditions of Payment

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

10. State's Authorized Representative and Project Manager

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.

11. Assignment, Amendments, Waiver, and Contract Complete

- 11.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this MPC or any work order contract without the prior consent of the other and a fully executed Assignment Contract, executed and approved by the same parties who executed and approved this MPC, or their successors in office.
- 11.2. **Amendments.** Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 11.3. **Waiver.** If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.
- 11.4. **Contract Complete.** This master contract and any work order contract contain all negotiations and contracts between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

12. Liability.

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minn. Stat. chapter 466 and other applicable law. The State's liability is governed by Minn. Stat. section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minn. Stat. §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minn. Stat. §471.59 subd. 1a will apply to any work undertaken under this MPC and any work order issued hereunder.

13. State Audits

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this MPC.

14. Government Data Practices and Intellectual Property

14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this MPC and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this MPC and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

14.2. Intellectual Property Rights

14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes,

studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be “works made for hire.” The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party’s ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual property for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

14.2.2. *Obligations with Respect to Intellectual Property.*

14.2.2.1. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party’s Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. *Representation.* The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minn. Stat. §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this MPC, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. ***Covered Contracts and Contractors.*** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. ***Minn. Stat. § 363A.36.*** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights (“Commissioner”) as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. ***Minn. R. Parts 5000.3400-5000.3600.***

- 15.3.1. *General.* Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
- 15.3.2. *Disabled Workers.* The Contractor must comply with the following affirmative action requirements for disabled workers:
- 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
 - 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minn. Stat. Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
 - 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
 - 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minn. Stat. Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This MPC, and any work order contracts issued hereunder, are not intended to constitute an interchange of government employees under Minn. Stat. §15.53. To the extent that this MPC, or any work order issued hereunder, is determined to be

subject to Minn. Stat. §15.53, such statute will control to the extent of any conflict between the contract and the statute.

17. Publicity

17.1. **Publicity.** Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.

17.2. **Data Practices Act.** Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

18. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

19. Prompt Payment; Payment to Subcontractors

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

20. Minn. Stat. § 181.59. The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

21. Termination; Suspension

21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this MPC and any work order contracts at any time, with or without cause, upon 30 days written notice to the State.

Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this MPC and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

22. Data Disclosure

Under Minn. Stat. §270C.65, subd. 3, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

23. Defense of Claims and Lawsuits

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this MPC, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

24. Additional Provisions

[The balance of this page has intentionally been left blank – signature page follows]

LOCAL GOVERNMENT

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

COMMISSIONER OF TRANSPORTATION

By: _____
(with delegated authority)

Title: Assistant Commissioner or
Assistant Division Director

Date: _____

COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

MPC Program FY 2017-2022
Exhibit A - Table of Tech Serv
 Used with TA98 Project IDs

Date: 04/20/2017

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
0032	Business Unit Management	All expenses of business/office managers for general management and administration of support functions. includes administering central facilities maintenance and facilities capital budgets.
0152	Support Services	Work that supports general office management, system management such as entering data into SWIFT, PPMS, PUMA and other MnDOT systems, attending staff meetings and other indirect support activities.
0400	Equipment Calibration-Mat Insp	Use when performing periodic equipment calibration for equipment used in the materials lab or on construction projects.
0600	General Training Attended	All costs (time, registration, materials, travel expenses, etc.) for attending or participating informal or informal training, including conferences that primarily provide training.
1182	Soils/Foundation Field/Laboratory Tests	All laboratory testing necessary to provide geotechnical information to complete roadway soils recommendations and approvals for use in the development of Final Design Plans and Special Provisions. Lab work includes R-value, resilient modulus, soil classification, gradation, proctor testing, unconfined compression, consolidation, direct simple shear, direct shear, permeability and triaxial tests.
1312	Tech Assist-Outside MnDOT	Use when providing technical assistance to an organization external to MnDOT.
1421	Bridge Management System Operation/Administration/Data	Use for tasks related to the Bridge Management System, including operations, administration, or data entry.
1434	Structural Metals Inspection-Non DOT	Reviewing shop drawings furnished by suppliers, fabricators, and contractors (working drawing or calculations), and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices) for local agency projects.
1501	Traffic Management System (TMS)	Used by traffic operations staff for all tasks that support the RTMC's operations center (or TOCC) providing traveler information, managing incidents and monitoring the FMS. Includes dynamic message sign maintenance, ramp meter maintenance, camera maintenance, and loop detection activities. Includes maintenance activities related to any ITS or TMS device such as RTMC cables, monitor wall, switchers, routers, or modems. Use to record all costs for maintenance activities related to traffic management fiber optics. Use for tasks related to maintaining traffic operations software including minor software enhancements and fixes. Use when providing traffic operations technical assistance external to MnDOT.
1513	Traffic Management System (TMS) Integration	For tasks associated with the incorporation of new and existing TMS devices (cameras, loops, DMS, and other ITS devices) into existing infrastructure to ensure proper operation. Use with the Construction/Program Delivery Appropriation.
1520	Pavement Management System	For tasks related to the operation of the pavement management system, including development and maintenance/technical support. Includes tasks to meet needs external to MnDOT.
1716	Record Sampling	Used by Materials and Research Section and district materials staff to verify inspector" sampling and testing procedures and checking inspectors' equipment during project construction as required by FHWA. Use when performing field tests on split sample.
1721	Traffic Sign Work Orders	Use for work involved in preparing work orders for traffic signs. Use only with Maintenance Operations appropriation (T790081).

If a source code is not on this list, a work order is needed.

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1732	Material Testing & Inspection	Performing construction phase and research physical and chemical laboratory testing, and related technical services in the districts and central labs, and for performing research and construction phase non-destructive testing materials surveys, and related technical services in the field and offices. Includes detour surveys. Non-destructive tests include, skid resistance and falling weight deflectometer (FWD) testing.
1733	Concrete Plant Inspections	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with stationary concrete plants or mobile concrete paving plant inspection.
1734	Construction Materials Inspections	Performing construction phase material inspection and engineering, for structural steel, precast and pre-stressed concrete, reinforcement steel, and electrical products and related technical services in the field and office for materials to be used in multiple projects. Includes travel time, sampling, and sample delivery. Includes tasks related to reviewing shop drawings furnished by suppliers or fabricators and contractor working drawings or calculations, and for tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering, and technical services in the field and offices).
1735	Bituminous Plant Inspection	Performing QA/QC physical testing at the plant; sampling and transporting of materials from the plant to the lab for lab testing, plant reviews, and operations; investigating plant discrepancies; and other technical services in the plant or office associated with bituminous plant inspection.
1738	State Project - Specific Materials Inspection	Performing material inspection for materials designated for a specific construction project (SP). Generally applies to inspection of such things as structural steel, prestressed concrete items, and most precast concrete items and for SP specific tasks related to structural metals inspection (materials surveys, physical and chemical laboratory testing, material inspection and engineering and technical services in the field and offices).
1800	Field Inspection	Occasional construction project field inspection (not cyclical inspection of assets); Includes field inspection of materials such as gradations, densities/DCP, proctors, compaction, slump tests, and field air tests and collecting and transporting samples for lab tests, but not the actual laboratory verifications.
1870	Traffic Signal Maintenance	This work will not substitute for or alter existing cooperative construction agreements or traffic signal maintenance agreements. Work related to the occasional repair and replacement of traffic signal system structures and all electrical maintenance for traffic signal systems including electrical power, labor, equipment materials, GSOC locates, traffic control and responses to public inquiries.
1871	Lighting Maintenance & Utilities	All work related to installing, maintaining, restoring, or removing highway lighting systems and fixtures. Includes repairing, maintaining, or replacing supports necessary for roadway lighting luminaries. Includes patrol highway lighting, inspect lighting structures, electrical service for highway lighting, re-lamping, pump stations, anti-icing systems, truck roll-over warning systems and electrical repairs. Includes traffic control in support of roadway lighting activities. Use for tasks related to public inquiries/complaints, review utility billings, provide data, and conduct field reviews.
1875	Locate One Call	Finding and marking locations of buried conduit, cables, hand holes, loops, etc. in order to maintain or repair the traffic management system, signal systems, or roadway lighting systems.

If a source code is not on this list, a work order is needed.

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
1876	Traffic Counting	Use to record labor, equipment usage, and material costs for activities related to traffic counts made for statewide traffic monitoring or traffic operations. Includes all activities related to traffic counting, such as taking requests, assigning priorities, collecting field data, processing data, and developing new techniques for collection.
2102	Patching	Related source type codes: 2103-Heavy patching, 2104-Bituminous paving, 2105-Blow patching
2142	Overhead Sign Panel Maintenance	Work related to the repair and replacement of overhead sign panels, extruded sign panels mounted on I-beams, and overhead sign structures. Includes related cable locates and traffic control. Does not include structural work.
2210	Guardrail-Install/Repair/Maintenance	Install, repair, or maintain low tension cable, plate beams, and end treatments; cable tension adjustments; and reflector replacement. Includes related traffic control.
2222	Sign/Delineation/Marker Repair	Replacing, repairing, and washing signs (including temporary stop signs). Includes re-sequencing intersection signing and repair/replace overhead and extrude signs mounted on I-beams. Includes related cable locates and traffic control.
2316	Brush & Tree Removal	Maintaining, watering, trimming, and removing highway right of way tree and brush. Includes chipping of tree limbs and stump removal/grinding. Includes related traffic control.
2624	Indirect Expense	Indirect shop expenses and shop equipment. Allocate to mobile equipment.
2629	Supplies & Small Tools	Shop tools, small equipment, and supplies that cannot be directly charged to a mobile equipment unit.
2819	Bridge Curb, Walk And Railing	Repairing and maintaining bridge curb, walk, rail, coping, and fencing connected to the rail. Includes glare screen and median barriers on bridges. Includes related traffic control.
2820	Bridge Deck	Work associated with bridge deck and slab repair regardless of removal depth or type of material used for patching. Includes deck or slab overlays and replacements and underside deck delamination. Includes related traffic control.
2822	Miscellaneous Bridge Maintenance	This source code does not include replacement or major repair. Miscellaneous maintenance tasks performed on a specific bridge or structure not covered by other source codes. Includes minor repairs and simple fixes on items such as stairways, drains, fencing, light bases, transient guards, and access doors. Includes transient removal, ordering materials, and picking up equipment. Includes related traffic control.
2824	Bridge Inspection-Non-Federal	All tasks related to inventory, inspection, and load capacity rating work done on trunk highway bridges to meet the requirements of the National Bridge Inspection System and/or Minnesota Bridge Safety Inspection Program or for billing to local governments. Includes related inspection reports and deck condition surveys.
2827	Bridge Expansion, Relief Joints	All maintenance tasks associated with bridge expansion joints, except joint reestablishment. Includes tightening expansion device bolts and replacing seal glands. Includes related traffic control.
2828	Bridge Inspection-Federal Fund	All bridge inspection tasks for non-MnDOT bridges funded by the federal Fracture-Critical Bridge Program (Project Code will begin with TSL and with the local bridge number). Includes related inspection reports. For MnDOT Trunk Highway bridges (Project Code begins with TSO followed by the bridge number) and local and Department of Natural Resources (DNR) (bridge number begins with 9A follow by bridge number) bridge inspections to be billed to the local government or Department of Natural Resources (DNR) use Source Code 2824.

If a source code is not on this list, a work order is needed.

MPC Program FY 2017-2022
Exhibit A - Table of Tech Serv
 Used with TA98 Project IDs

If a source code is not on this list, a work order is needed.

Source Code	Title	Description
2829	Bridge Superstructure	All tasks to repair any bridge component above the bridge seat that is not included in other source codes. Includes repairs to all types of bridge superstructure elements such as girders, beams, floor beams, trusses, stringers, t-beams, precast channels, and box girders. Includes related traffic control.
2830	Bridge Bearing Assemblies	All tasks related to the repair and maintenance of fixed or expansion-bearing assemblies on bridges. Includes related traffic control.
2834	Waterway Maintenance	All tasks related to waterway maintenance for deck bridges. Includes debris removal, waterway cleanup, channel repair, and channel protection repair that is not part of slope protection. Includes related traffic control.
2838	Bridge Deck Crack Sealing	All tasks related to deck crack sealing. Includes related traffic control.
2863	Traffic Signal Inspection	Work related to cyclical structural and electrical inspection and preventive maintenance checks of traffic signal systems/structures. Includes labor, equipment, materials, and traffic control.
3000	Class Of Frequency Coordination	Use for frequency coordination done with APCO, AASHTO or FCCA.
3002	Radio/Electronic Infrastructure	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency; Department of Public Safety (DPS) includes State Patrol (SP) Bureau of Criminal Apprehension (BCA), Fire Marshall); does not include Department of Natural Resources (DNR). See OSRC Project
3005	Radio - Mobile Equipment	Use for the repair and preventative maintenance of all equipment associated with wireless two-way radio communications systems (includes mobile radios, portable radios, base stations, console workstations, recorders, etc.). Non-MnDOT equipment - Must use Project number assigned to requesting agency (State Patrol, DNR, BCA, Fire Marshall). See OSRC Project Code list.
3009	Radio/Electronic System Upgrade & Installation	Use for the installation and other services needed to provide major system upgrades or improvements to wireless or electronic systems. Use for all work performed to correct or repair deficiencies found in a new installation.
3025	Tower/Building Maintenance	Use for all tasks related to the maintenance of a tower building or site. Includes towers, buildings, generators, LP system, fencing, landscaping, grounding, ice bridge, cable management, climbing ladders, card key systems, and HVAC.
3027	Radio Programming	Creating or modifying radio frequency programs and programming mobile and portable radios. Does not include mobile radios used as fixed base radios as part of the Inter-OP System (Use 3009).
3049	On Call Electronic Communications Infrastructure Maintenance	To be used by Statewide Radio Communications personnel to record on-call time.

If a source code is not on this list, a work order is needed.

Sample resolution

Whereas, The Minnesota Department of Transportation wishes to cooperate closely with local units of government to coordinate the delivery of transportation services and maximize the efficient delivery of such services at all levels of government; and

Whereas, MnDOT and local governments are authorized by Minnesota Statutes sections 471.59, 174.02, and 161.20, to undertake collaborative efforts for the design, construction, maintenance and operation of state and local roads; and

Whereas: the parties wish to be able to respond quickly and efficiently to such opportunities for collaboration, and have determined that having the ability to write “work orders” against a master contract would provide the greatest speed and flexibility in responding to identified needs.

Therefore, be it resolved:

1. That the City of Grand Rapids enter into a Master Partnership Contract with the Minnesota Department of Transportation, a copy of which was before the Council.
2. That the proper City officers are authorized to execute such contract, and any amendments thereto.
3. That the City Engineer is authorized to negotiate work order contracts pursuant to the Master Contract, which work order contracts may provide for payment to or from MnDOT, and that the City Engineer may execute such work order contracts on behalf of the City of Grand Rapids without further approval by this Council.

Approved this ____ day of _____, 201__.

Attest:

By: _____

Title: _____

Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0442 **Version:** 1 **Name:** Seal coat quote - 7th Ave SE
Type: Agenda Item **Status:** Engineering
File created: 6/20/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider approving the quote with Bargaen Incorporated for seal coating City streets
Sponsors:
Indexes:
Code sections:
Attachments: [Bargaen_replay quote](#)

Date	Ver.	Action By	Action	Result
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Consider approving the quote with Bargaen Incorporated for seal coating City streets

Background Information:

As part of the City's annual maintenance plan, roadways are crack sealed and seal coated to help extend the life of the pavement. 7th Avenue SE, from the Horn Bridge to 17th Street SE, is one of the more highly traveled roadways within the City. The roadway was reconstructed in 2005, and the pavement is starting to show distress. As a way to extend the pavement life, a seal coat product called RePlay is proposed to be used. This product is a an Agricultural Oil Seal that is clear and can be applied directly on the pavement and over the striping. This is a specialty product and there are only two companies in the area that apply this product. I requested a quote from both companies, but only received a price from Bargaen. The project will be funded using MSA Maintenance dollars.

Staff Recommendation:

City staff is recommending approval of the quote from Bargaen Incorporated in the amount of \$53,685.00 for seal coating 7th Avenue SE, from the Horn Bridge to 17th Street SE

Requested City Council Action

A motion approving the quote from Bargaen Incorporated in the amount of \$53,685.00 for seal coating 7th Avenue SE, from the Horn Bridge to 17th Street SE

BARGEN INCORPORATED

606 County Road 1
Phone (507) 427-2924
Mountain Lake, MN 56159

March 8, 2017

City of Grand Rapids
Attn: Matt Wegwerth
420 North Polegama Avenue
Grand Rapids, MN 55744-2662

Dear Matt,

Thank you for the opportunity to explain the asphalt pavement maintenance services our firm offers and to provide you with a quote for your city streets. I am confident that you will find the services beneficial for your roads. I would like to explain the procedures our service crew uses.

RePlay Procedure

We will clean the area in preparation for the Seal Coat. The RePlay Agricultural Oil Seal and Preservation Agent will be spray applied in one coat. RePlay is designed to extend the life of new and existing asphalt surfaces. **(Note: will cure in less than 3 hours)**

Project Prices - Our price includes all materials, applicable taxes and labor to complete the project as explained.

Please note: The Customer is responsible for notifying the public that we will be working in your area. Pavement maintenance can be extremely dusty and dirty work and we strongly encourage the public to keep their Personal property at a strong distance away from our work zone. This will avoid any possible concerns for dust, debris or damage. A recommended distance would be 75 – 150 feet away from the work zone. An Insurance Certificate is available upon request.

#1 - SE 29th Street (from Hwy 169 to Airport Rd) labeled pink on the map
RePlay price is \$26,460.00

#2 - 7th Avenue from 17th to the south to 33rd - labeled green on the map
RePlay price is \$34,308.00

#3 - 13th Street (from Hwy 169 to Airport Rd) labeled yellow on the map
RePlay price is \$23,838.00

#4 - 7th Avenue from 17th north past River Rd to bridge – labeled red on the map
RePlay price is \$53,685.00

The total project price will be \$137,710.00. However, if all work is chosen to be completed at the same time, a discount of \$6,000.00 will be given for a final price of \$131,710.00.

TERMS: Owner agrees that all payments required under this Contract shall be due and payable within 30 days of date of invoice. Owner further agrees that Bargaen Inc. may charge interest at the annual rate of eighteen percent (18%), unless a lesser percentage is required by law on any sum due under this Contract which is not paid within 30 days of invoice date. If payments are not made when due, interest, costs incidental to collection and attorney's fees (if any attorney is retained for collection) shall be added to the unpaid balance. Bargaen Inc. reserves the right, without penalty from Owner, to stop work on the project if Owner does not make payments to Bargaen Inc. when due.

This Proposal/Contract may be withdrawn by Bargaen Inc. if not accepted within 30 days, or at anytime, subject to increases related to material prices as noted above.

Acceptance of proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. This proposal may be withdrawn if not accepted within 30 days.

Date of acceptance _____ Purchase Order # _____

Signature _____ Signature _____

Thank you for the opportunity to provide you with information on the asphalt pavement maintenance needs in your community. I am confident that you will find the products used and the workmanship of our crew of the highest quality. I look forward to working with you in the near future.

Sincerely,



Jerry Van Dyke
BARGEN, INC.

JVD/mq

Project for City of Grand Rapids – RePlay for 2017

Our Mission

Bargaen, Inc. is committed to excellence and, because of this, we take pride in our team of professional craftsmen. Our primary purpose is to provide knowledgeable recommendations, quality workmanship and exceptional service. Our goal is satisfied customers who have received the most value for their investment.

Website: www.bargainc.com
Email: bargainc@bargainc.com

Airport Road (7th Ave)
River Rd to 17th St

Airport Road (7th Ave)
17th St to 33rd St

13th Street South
169 to 7th Ave

29th Street South
169 to 7th Ave





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0381 **Version:** 1 **Name:** Photo copier lease agreement.
Type: Agenda Item **Status:** Information Technology
File created: 6/5/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider entering into a lease agreement for photo copiers.

Sponsors:

Indexes:

Code sections:

Attachments: [City of Grand Rapids Response To RFQ \(All Konica\) 051817.pdf](#)

Date	Ver.	Action By	Action	Result
6/12/2017	1	City Council		

Consider entering into a lease agreement for photo copiers.

Background Information:

The City currently leases five photo copiers for use at City Hall and the IRA Civic Center. These leases are maturing at the end of June of 2017.

The IT Department calculated average usage statistics, compiled minimum required specifications and requested quotes from three local vendors for the procurement of new machines. Three quotes were returned on time and demo units provided by each vendor for testing. The demo units were configured on our network and evaluated for functionality and useability. As the average monthly cost varied by less than \$166 from highest to lowest quote and the base functionality was very similar, our determination was weighted heavily on useability and "best fit" for our users and processes.

After evaluating all three demo machines side-by-side, we determined that the Konica-Minolta machines were the best choice for the City based on useability testing, usage reporting (for internal billing) and ease of integration into our current technology infrastructure.

Average Monthly Cost Comparison

Current Lease:	\$2,203.66/Month
Metro Sales (Ricoh):	\$916.68/Month
Marco (Konica-Minolta)	\$1,019.04/Month
Xerox (Xerox)	\$1,170.15/Month

Staff Recommendation:

Staff recommends entering into a 60 month lease for five Konica-Minolta photo copiers with Marco.

Requested City Council Action

Make a motion to approve entering into a 60 month lease agreement for photo copiers with Marco and authorize the Mayor to sign necessary paperwork.



Subject: Konica Minolta Copier Proposal & Comparison
Submitted To: Erik Scott, The City of Grand Rapids
Submitted By: Joe McCollum, Marco
Phone: (218) 751-5572 x4611
Email: joe.mccollum@marconet.com

Finance Copier	Konica Minolta Bizhub C558
Speed	55 Pages Per Minute Black & Color
Duplexing	Yes
Configured Paper Capacity	4 x 500 Sheets & 150 Sheet Bypass
Document Feeder	300 Sheets/Single Pass Scan
External Stapler Finisher	Yes
Hole Punch	Yes
Network Print	PCL/PS All Included!
Scan-To-Email/PC/FTP	Yes/Color/SMB2
Fax	Yes
Departmental ID Management	Standard

Engineering Copier	Konica Minolta Bizhub C558
Speed	55 Pages Per Minute Black & Color
Duplexing	Yes
Configured Paper Capacity	4 x 500 Sheets & 150 Sheet Bypass
Document Feeder	300 Sheets/Single Pass Scan
External Stapler Finisher	Yes
Hole Punch	Yes
Network Print	PCL/PS All Included!
Scan-To-Email/PC/FTP	Yes/Color/SMB2
Fax	Yes
Departmental ID Management	Standard

Police Copier	Konica Minolta Bizhub C368
Speed	36 Pages Per Minute Black & Color
Duplexing	Yes
Configured Paper Capacity	4 x 500 Sheets, 150 Sheet Bypass
Document Feeder	100 Sheets/Single Pass Scan
External Stapler Finisher	Yes
Hole Punch	Yes
Network Print	PCL/PS All Included!
Scan-To-Email/PC/FTP	Yes/Color/SMB2
Fax	Yes
Departmental ID Management	Standard

Civic Center Copier **Konica MFP C3351**

Speed	35 Pages Per Minute Black & Color
Duplexing	Yes
Configured Paper Capacity	2 x 500 Sheets, 100 Sheet Bypass
Document Feeder	50 Sheets/Recirculating Document Feeder
Network Print	PCL/PS All Included!
Scan-To-Email/PC/FTP	Yes/Color/SMB2
Departmental ID Management	Standard

Administration Copier **Konica MFP C3351**

Speed	35 Pages Per Minute Black & Color
Duplexing	Yes
Configured Paper Capacity	2 x 500 Sheets, 100 Sheet Bypass
Document Feeder	50 Sheets/Recirculating Document Feeder
Network Print	PCL/PS All Included!
Scan-To-Email/PC/FTP	Yes/Color/SMB2
Fax	Included
Departmental ID Management	Standard

Lease Terms: 0 Down/FMV/60 Months

Finance:	\$185.86
Engineering:	\$185.86
Police:	\$134.70
Civic Center:	\$ 56.26
Administration:	\$ 53.37
Total Monthly Lease:	\$616.05/Per Month

Maintenance Fees (Finance/Engineering/Police)

Konica Cost Per Copy Black:	.0062
Konica Cost Per Copy Color:	.04

Maintenance Fees (Civic Center/Administration)

Konica Cost Per Copy Black:	.0125
Konica Cost Per Copy Color:	.055

**All Cost Per Copy Rates Are Fixed For 60 Months*

**Flat Cost Per Copy Contract With No Minimums*

**All Parts, Labor, Travel, Drums, Toners & Staples Are Included*

**All Supply Freight Fees Are Included*

**Includes On-Site Delivery, Setup & Training*

**One Hour Response Time/Call Back*

**On-Site Response Time 4 Hours Or Less*

**See Attached Konica Minolta 3-Year Performance Guarantee*

Thank you for the opportunity!

Joe McCollum, Marco-Bemidji



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	17-0450	Version:	1	Name:	Consider authorizing the purchase of a replacement to a City Hall drinking fountain.
Type:	Agenda Item	Status:		Status:	Administration Department
File created:	6/21/2017	In control:		In control:	City Council
On agenda:	6/26/2017	Final action:		Final action:	
Title:	Consider authorizing the purchase of a replacement to a City Hall drinking fountain.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Northern Air Plumbing & Heating quote Rapids Plumbing & Heating, Inc. quote				

Date	Ver.	Action By	Action	Result
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Consider authorizing the purchase of a replacement to a City Hall drinking fountain.

Background Information:

The City of Grand Rapids receives a grant from the Northeast Service Coop in the amount of \$700 each year to be used towards our Wellness Program. It was suggested that the grant be used toward replacing the water fountains in City Hall. Besides saving on the amount of plastic bottles in the recycling bins, we anticipate that this will encourage employees to drink healthier by cutting down on the amount of soda consumed. The replacement will be ADA compliant and will aid in the prevention of the spread of germs.

The product specifications are as follows:

Elkay® EZH2O™ Water Bottle Refilling Station are a complete filtered cooler and water bottle filling station in a consolidated, space-saving design that is ADA compliant. No-touch electronic sensor activation on water bottle filling stations helps prevent the spread of germs. Filling station includes automatic 30-second shut-off timer. Visual user interface display on bottle refilling station includes water filter monitor to indicate when replacement is necessary, as well as a ticker to show the number of plastic water bottles saved from landfills by being refilled. Elkay® Water Cooler features easy pushbar operation and Flexi-Guard® StreamSaver™ bubbler. Laminar flow provides minimal splash. Real drain system eliminates standing water. Silver Ion antimicrobial protection prevents mold and mildew. Lead-free design complies with Safe Drinking Water Act.

We have received two quotes from local vendors for the purchase and installation of the drinking fountain. The low quote of \$1,799.00 is from Rapids Plumbing & Heating, Inc. The additional funding will come from the 2017 Wellness Program budget. We will monitor the usage of this drinking fountain to determine if we will ask to replace the fountain on the third floor of City Hall in the future.

Staff Recommendation:

City staff is recommending the purchase and installation of an Elkay EZH2O Water Bottle Refilling Station for the main level of City Hall from Rapids Plumbing & Heating, Inc.

Requested City Council Action

Make a motion authorizing City staff to purchase a drinking fountain from Rapids Plumping & Heating, Inc. in the amount of \$1,799.00.

Proposal

Northern Air Plumbing & Heating of Grand Rapids, Inc.

33204 Shadywood Road
Grand Rapids, MN 55744
northernairph@yahoo.com
218-327-9361

June 14, 2017

City of Grand Rapids
nmorlan@ci.grand-rapids.mn.us

City Hall

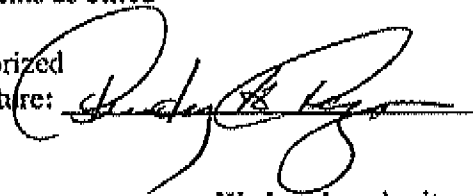
We propose hereby to furnish material and labor — complete in accordance with specifications below:

See individual options listed below.

Payments to be made as follows:

Payments as billed

Authorized
Signature:



**Note: This proposal may be withdrawn by us
if not accepted within 30 days.**

We hereby submit specifications and estimates for:

Water Cooler: \$2644.00

1-Elkay ELLZS8WSLK water cooler with EZH2O bottle station and filter

The unit will be installed in the existing location as discussed. We will remove and dispose of the old unit and tie into the existing water lines and drain.

No wall patching or wiring is included.

Acceptance of Proposal :

I authorize Northern Air Plumbing and Heating of Grand Rapids, Inc. to proceed with the work as bid.

I understand that I am liable for payment of all work done, supplies used, as well as any extra charges incurred such as state filing fees, testing, and building permits.

RAPIDS

Plumbing & Heating, Inc.
Mechanical Contractors

ESTIMATE DRINKING FOUNTAIN INSTALLATION REVISED

June 20, 2017

To: Nathan @ City Of Grand Rapids
From: Jim Shaw

We propose to furnish all labor and material for the installation of one Elkay single station water cooler with bottle filler.
Unit will be Elkay LZS8WSLK.

Permit by you.

Estimated cost: _____ **\$1,799.00**

James O. Shaw



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0457 **Version:** 1 **Name:** Greenway Recreation Reconsideration
Type: Agenda Item **Status:** Administration Department
File created: 6/22/2017 **In control:** City Council
On agenda: 6/26/2017 **Final action:**
Title: Consider a resolution reconsidering participation in the Greenway Joint Recreation Board Taxing district.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider a resolution reconsidering participation in the Greenway Joint Recreation Board Taxing district.

Background Information:

A the May 8, 2017, regular Council meeting, the Council adopted Resolution 17-33, withdrawing from the Greenway Joint Recreation Board Tax. Since that time, the Council met with members of the Greenway Recreation Board at a Council work session on June 12, 2017. After that discussion, Council requested that a resolution be placed on the next agenda to reconsider the decision to withdraw.

Staff Recommendation:

City staff has no recommendation.

Requested City Council Action

Make a motion to adopting a resolution reconsidering participation in the Greenway Joint Recreation Board Taxing district.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	17-0459	Version:	1	Name:	Consider authorizing the Human Resources Department to enter into an agreement with OPG-3 for Human Resources Employee Files management.
Type:	Agenda Item	Status:			Administration Department
File created:	6/22/2017	In control:			City Council
On agenda:	6/26/2017	Final action:			
Title:	Consider authorizing the Human Resources Department to enter into an agreement with OPG-3 for Human Resources Employee Files management.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	OPG-3 Scope of Work				

Date	Ver.	Action By	Action	Result
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Consider authorizing the Human Resources Department to enter into an agreement with OPG-3 for Human Resources Employee Files management.

Background Information:

The Administration Department has been working on document retention for quite some time and have scanned numerous documents that require records retention. We have several employee files, past and previous, that need to be scanned. We would also like to set up a workflow to assist in creating the documents necessary for new employees and ongoing records retention that needs to be done.

We have obtained a Scope of Work from OPG-3 with Project Cost Estimates in the amount of \$5,550.00. OPG-3 will work with the Human Resources Department to create a comprehensive folder structure and naming convention for documents including:

- * Create a Quick Fields session to process, rename, and store all backlog files using barcode coversheets.
- * Create workflows to aid in processing of documents.
- * Set up and implement retention rules on documents and templates.

The anticipated start date is 7/12/2017 with an anticipated completion date of 8/16/2017. The onsite process training and handoff will be at a future date.

Staff Recommendation:

City Administrator Tom Pagel and Human Resources Director Lynn DeGrio are recommending that the City Council considers authorizing the Human Resources Department to enter into an agreement with OPG-3 for Human Resources Employee Files management.

Requested City Council Action

Consider authorizing the Human Resources Department to enter into an agreement with OPG-3 for Human Resources Employee File management services at a cost not to exceed \$6,000.00.

OPG₃

Scope of Work

Client: City of Grand Rapids
Process Name: Human Resources Employee Files
Department: Human Resources
Project Sponsor: Lynn DeGrio
OPG-3 Staff: Joel Blackford, Jon Swensen, Jennifer Boudreau

Scope of Work

Scope Statement

OPG-3 will work with the Human Resources department to create a comprehensive folder structure and naming convention for documents. Create a Quick Fields session to process, rename, and store all backlog files using barcode coversheets. Create workflows to aid in processing of documents. Set up and implement retention rules on documents and template.

OPG3 Deliverables

- Comprehensive folder structure.
- Suitable naming convention for folders and documents.
- Human Resources Template, with predetermined dynamic fields, created for Human Resources documents with correct metadata populated
- 1x Quick Fields session to aid in the processing of Backlog document scanning.
- 4x workflows built to process/monitor documents: Capture and Retention.
 - **Capture:** This workflow will be used for any future document scanning in to employee folders using the document type and parent folder lookup rules.
 - **Retention:** This workflow will be used to monitor existing documents in the repository for retention rules. When a document meets the retention criteria, a notification will be given to a specified user to review the document and handle as mandated by organizational rules.

OPTIONAL WORKFLOWS

- **Terminate Employee:** Business Process created, that is manually run on an employee document. This will move *all* of the employee's files and folders to a specified folder location for all terminated employees. (5 Hours)
- **Last Name Change:** Business process created, that is manually run on an employee document, to accommodate name changes of employees last names. This will rename all documents and folders belonging to the employee, and reroute based on changes. (5 Hours)

Exclusions

Any data backup is the responsibility of the City of Grand Rapids

City of Grand Rapids Project Kick-Off Requirements

OWNER: City of Grand Rapids

**Project start date is dependent on when the scope is signed and when all project requirements are met.*

- Excel spreadsheet, or SQL table, with employee information to be used to process documents to the correct employee folder.
- Excel spreadsheet, or SQL table, with document type and parent folder structure to process documents in to a predetermined folder structure.
- User identified to review documents that have met their retention criteria.

Milestones

Milestone	Start Date	Completion Date
Human Resources Process	7/12/2017	8/16/2017
Onsite Process Training and Handoff	TBD	TBD

Stakeholders

Stakeholder	Responsibility
OPG-3	Creation of folder structure, workflows, and Quick Fields sessions needed to perform backlog and future scanning projects.
City of GR	Responsible for any/all data backups, if necessary. Provide OPG-3 engineers with monitored and secure remote access to Laserfiche server, SQL server for development and testing.

Project Cost Estimates

Type	Description	Hours	Cost
Labor – Internal	HR process build and training	20	\$3,700.00
Labor – Internal	Terminate Employee Workflow	5	\$1,850.00
OPTIONAL	Last Name Change Workflow	5	
Materials	N/A	-	-
Hardware	N/A	-	-
Software	N/A	-	-
Total with workflows		30	\$5,550.00
Note: Full amount will be invoiced on completion date identified above			

Project Acceptance:

City of Grand Rapids

Project Manager: _____ Date: _____

Business Matter Expert: _____ Date: _____

OPG-3:

Project Lead: Jennifer Boydreau Date: 5/22/17

Management: [Signature] Date: 5/22/17

Project Completion:

City of Grand Rapids

Project Manager: _____ Date: _____

Business Matter Expert: _____ Date: _____

OPG-3:

Project Lead: _____ Date: _____

Management: _____ Date: _____

