



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail - Final City Council

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Monday, April 10, 2017

5:00 PM

City Hall Council Chambers

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**5:00 PM CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, April 10, 2017 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

### MEETING PROTOCOL POLICY

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

**5:01 PM PUBLIC FORUM**

**5:06 PM COUNCIL REPORTS**

**5:11 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. 17-0177 Consider approving the Public Works Department's Part-Time Eligibility List for the 2017 Spring/Summer maintenance season.

**Attachments:** 2017 4-10 PW Spring-Summer PT Eligibility List

2. 17-0214 Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2017 plan year and authorize payment of the insurance premium including the agent fee.

3. 17-0216 Consider approving a public service and infrastructure permanent easement from George and Melanie Jacobson related to CP 2009-1, 2017 Infrastructure Improvements.

**Attachments:** Jacobson Esmt Doc. signed

4. [17-0217](#) Authorize the Grand Rapids Police Department to apply for a special deer hunt with the DNR Division of Fish and Wildlife for the 2017 deer hunting seasons and to make changes on the Firearms Zones map.  
**Attachments:** [revised2017map.docx](#)
5. [17-0219](#) Enter into a lease agreement with Itasca Community College for the use of our sports fields.  
**Attachments:** [ICC Baseball and Softball Lease - 2017.pdf](#)
6. [17-0220](#) Consider approving a temporary liquor application for Elder Circle, event scheduled for June 8, 2017.  
**Attachments:** [Elder Circle 1-4 Day Temporary Liquor License](#)
7. [17-0221](#) 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.
8. [17-0223](#) Golf Course Equipment  
**Attachments:** [City of GR Pokegama GC SP3040 3-22-17.pdf](#)
9. [17-0224](#) Golf Seasonal Employees
10. [17-0213](#) Consider amending Purchasing Policy to implement new Procurement requirements under the Uniform Guidance.  
**Attachments:** [Grand Rapids Purchasing Policy.pdf](#)
11. [17-0241](#) City Resolution on Local Government Aid  
**Attachments:** [4-10-17 City Resolution on Local Government Aid- April 2017](#)

**5:16 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.*

**5:17 VERIFIED CLAIMS  
PM**

12. [17-0230](#) Consider approving the verified claims for the period March 21, 2017 to April 3, 2017 in the total amount of \$610,002.83.  
**Attachments:** [COUNCIL BILL LIST 04-10-17.pdf](#)

**5:22 DEPARTMENT HEAD REPORT - Police Department  
PM**

**5:32 CIVIC CENTER, PARKS & RECREATION  
PM**

13. [17-0240](#) Consider entering into a Partnership Agreement with Independent School District 318 and the Reif Arts Council to purchase and operate an electronic billboard sign.  
**Attachments:** [Reader Board MOU .pdf](#)
14. [17-0237](#) Consider entering into a lease agreement with Blandin Paper Company to place an electronic message board on their property.  
**Attachments:** [City-Blandin Sign Lease Agreement.pdf](#)

**5:42 ENGINEERING  
PM**

15. [17-0209](#) Consider purchasing the property owned by the Funk Estate for access to city stormwater facilities  
**Attachments:** [Funk Purchase Agreement](#)  
[Funk Offer Submittal](#)
16. [17-0222](#) Consider supporting the expansion of competitive rail with a contribution towards the Rail Initiative Pre-Engineering Report  
**Attachments:** [IEDC competitive rail invoice 040417](#)

**5:52 ADMINISTRATION DEPARTMENT  
PM**

17. [17-0235](#) Consider appointment of Jared Anderson and Jeff Cook to Firefighter Trainee positions.
18. [17-0236](#) Consider an Amendment to the Lease Agreement with Waste Management.  
**Attachments:** [4-10-17 WM 2017 Final AMENDMENT.pdf](#)

**6:02 ADJOURNMENT  
PM**

*NEXT REGULAR MEETING IS SCHEDULED FOR MONDAY, APRIL 24, 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.*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0177      **Version:** 1      **Name:** PW Hiring Spring/Summer PT Eligibility List  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 3/10/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **Final action:**  
**Title:** Consider approving the Public Works Department's Part-Time Eligibility List for the 2017 Spring/Summer maintenance season.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2017 4-10 PW Spring-Summer PT Eligibility List](#)

Date	Ver.	Action By	Action	Result
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Consider approving the Public Works Department's Part-Time Eligibility List for the 2017 Spring/Summer maintenance season.

### **Background Information:**

The Public Works Department hires part-time workers for the Spring/Summer maintenance season for all city owned property such as parks, athletic fields, right-of-ways, Itasca Calvary Cemetery and the Itasca County Airport. Ratification for the start of employment for this list will be April 10th, 2017 and continue through November 4th, 2017. New hires and 2nd year employees will receive wages of \$9.50 per hour and employees who have three years or more will receive wages of \$10.50 per hour. Returning part-time Spring/Summer maintenance employee, Alan Waller will receive \$11.00 per hour and Gary Hausladen who has worked for Public Works as a part-time winter snow removal employee will also be returning as a part-time spring/summer maintenance worker and will receive \$15.50 per hour. Please see the attached Part-Time Eligibility List for employees that will be eligible for hiring this Spring/Summer maintenance season. The cost for these part-time Spring/Summer maintenance employees is included in the 2017 Budget.

### **Staff Recommendation:**

Public Works Director, Jeff Davies, approves hiring from the attached PW Part-Time Eligibility List for the 2017 Spring/Summer maintenance season.

### **Requested City Council Action**

Authorize and approve the Public Works Department to hire part-time workers from the Part-Time Eligibility List for the 2017 Spring/Summer maintenance season.

**PW 4-10 2017 Spring/Summer PT Eligibility List:**

**1st Thru 2nd Year Hires:**

Dakota Hocking  
Jake Mostad  
Jack Namyst  
Emily Olson  
Kyle Persig  
John Romanik  
Jake Skelly

**3+ Years:**

Dominic DeGuseppi  
Jackson Gessell  
Emily LaPlant  
Riley MacLean  
Sam Rodenberg  
  
Alan Waller  
Gary Hausladen



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0214      **Version:** 1      **Name:** Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2017 plan year and authorize payment of the insurance premium including the agent fee.

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

**File created:** 3/29/2017      **In control:** City Council

**On agenda:** 4/10/2017      **Final action:**

**Title:** Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2017 plan year and authorize payment of the insurance premium including the agent fee.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2017 plan year and authorize payment of the insurance premium including the agent fee.

**Background Information:**

The City of Grand Rapids has had their general liability insurance with the League of Minnesota Cities Insurance Trust (LMCIT) for many years. The League's insurance is very comprehensive and they have, for the past several years, given us a refund check at the end of the year which represents our portion of the refund to the cities insured by them because of lower than anticipated insurance claims. For 2016 the LMCIT property/casualty dividend refund for the City of Grand Rapids was \$102,346.00.

The premium for the 2017 plan year is \$215,652.00, which is \$8,622.00 less than in 2016. Our insurance agent is paid on a flat fee structure; this fee is included in this premium and has not increased from last year.

The general liability includes property, inland marine, general liability, glass, miscellaneous equipment, vehicles, etc. The premium is based on personnel costs, amount and value of property equipment and vehicles, the amount of capital construction and other factors. This coverage includes the City Hall, Public Library, Central School, Civic Center, various other City-owned properties and all City Departments (excluding Public Utilities). This amount is part of the 2017 adopted budget.

**Staff Recommendation:**

City staff is recommending insurance coverage through the League of Minnesota Cities Insurance trust.

**Requested City Council Action**

Make a motion to approve the general liability insurance coverage through the League of Minnesota Cities Insurance trust for the 2017 plan year and authorize payment of the insurance premium for \$215,652.00.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0216      **Version:** 1      **Name:** CP 2009-1 Jacobson Permanent Easement  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/3/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **Final action:**  
**Title:** Consider approving a public service and infrastructure permanent easement from George and Melanie Jacobson related to CP 2009-1, 2017 Infrastructure Improvements.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Jacobson Esmt Doc signed](#)

Date	Ver.	Action By	Action	Result
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Consider approving a public service and infrastructure permanent easement from George and Melanie Jacobson related to CP 2009-1, 2017 Infrastructure Improvements.

**Background Information:**

CP 2009-1 will include the reconstruction of storm sewer along 4th Avenue NW. In order to properly construct the new storm sewer, an easement is required from the property owner. The property owner has executed the necessary documents and the total cost for this easement is \$0.00. The documents are attached.

**Staff Recommendation:**

City staff is recommending approval of a public service and infrastructure permanent easement from George and Melanie Jacobson related to CP 2009-1, 2017 Infrastructure Improvements.

**Requested City Council Action**

Make a motion to approve a public service and infrastructure permanent easement from George and Melanie Jacobson related to CP 2009-1, 2017 Infrastructure Improvements.

## PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 31<sup>st</sup> day of March, 2017, between **George and Melanie Jacobson**, a married couple, of Grand Rapids, Minnesota, hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

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

### **Parcel 91-590-0710**

#### **Existing Legal Description**

**Lots One (1) and Two (2), Block Seven (7), LAKE PARK ADDITION TO GRAND RAPIDS, and the South 20 feet of vacated 10th Street NW lying North and adjacent to Lot 1, Itasca County, Minnesota on file and of record in the office of the Itasca County Recorder.**

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

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



Rights to be Acquired:

Parcel 91-590-0710

George and Melanie Jacobson, a married couple.

A permanent easement for public service and infrastructure purposes over, under, and across that part of the above described Parcel 91-590-0710 described as follows:

The north 10.00 feet of the above described south 20.00 feet of vacated 10th Street NW.

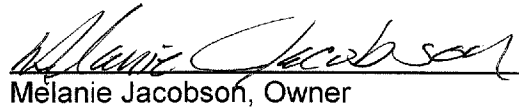
Containing 1500 square feet, more or less

Easement shown on attached EXHIBIT 1

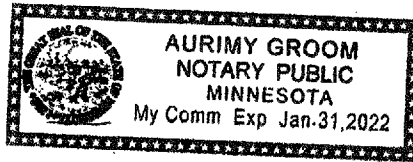
IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

GRANTOR: **George and Melanie Jacobson**

  
George Jacobson, Owner

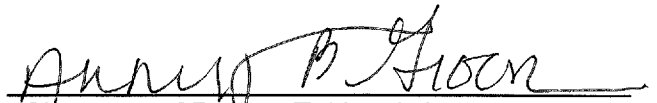
  
Melanie Jacobson, Owner

STATE OF MINNESOTA    )  
  ) ss:  
COUNTY OF Itasca    )



The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2017, by George and Melanie Jacobson.

(Notary Stamp or Seal)

  
Signature of Person Taking Acknowledgement

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

This instrument was drafted by: Sara L. Christenson for the City of Grand Rapids, MN. 55744



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	17-0217	<b>Version:</b>	1	<b>Name:</b>	Authorize the Grand Rapids Police Department to apply for a special deer hunt with the DNR Division of Fish and Wildlife for the 2017 deer hunting seasons and to make changes on the Firearms Zones map.
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	4/3/2017	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	4/10/2017	<b>Final action:</b>			
<b>Title:</b>	Authorize the Grand Rapids Police Department to apply for a special deer hunt with the DNR Division of Fish and Wildlife for the 2017 deer hunting seasons and to make changes on the Firearms Zones map.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">revised2017map.pdf</a>				

Date	Ver.	Action By	Action	Result
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Authorize the Grand Rapids Police Department to apply for a special deer hunt with the DNR Division of Fish and Wildlife for the 2017 deer hunting seasons and to make changes on the Firearms Zones map.

### **Background Information:**

In the fall of 2013 the City of Grand Rapids had their first special deer hunt covering all seasons of deer hunting. This was initiated because of the many complaints and concerns from the citizens of Grand Rapids on the over-population of deer in our community, such as vehicle vs. deer crashes and the significant negative impact to adjacent landowner's vegetation. Last year's special hunt was a success according to Perry Loegering, Minnesota DNR Area Wildlife Manager, with a total of 119 deer taken within the city limits of Grand Rapids, which is up from the previous year of 91 and the same numbers as in 2014 with 119. Upon talking with Perry, he indicated to continue to have an impact on the deer population in and around the city limits we need to continue with this special hunt for several more years to have the results we set out to accomplish, which is a sustainable population of deer and not an over-population within the city limits.

Periodically we will review the Firearms Zones map at the request of City Officials or the public, recently we had a couple of requests to make a change in the Archery Zone. After taking a look at the requests, we have no objections to the three parcels of property which are currently located in a NO HUNTING ZONE be added to the Archery Zone, the three areas to be added to the Archery Zone are located on the North and Northwest end of Grand Rapids.

### **Staff Recommendation:**

The police department recommends that the Mayor and City Council allow the Grand Rapids Police Department to apply for a special deer hunt for the fall of 2017 and to make changes on the Firearms Zones map to include three parcels of property to the Archery only zone, which are currently located in the NO HUNTING ZONE.

**Requested City Council Action**

Please consider allowing the Grand Rapids Police Department to apply for a special deer hunt with the DNR Division of Fish and Wildlife for the 2017 deer hunting seasons and to make changes on the Firearms Zones map to include three parcels of property to the Archery only zone, which are currently located in the NO HUNTING ZONE.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0219      **Version:** 1      **Name:** ICC Field Lease  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/3/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **Final action:**  
**Title:** Enter into a lease agreement with Itasca Community College for the use of our sports fields.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [ICC Baseball and Softball Lease - 2017.pdf](#)

Date	Ver.	Action By	Action	Result
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Enter into a lease agreement with Itasca Community College for the use of our sports fields.

**Background Information:**

Itasca Community College uses fields at the Grand Rapids Sports Complex and Legion Field for their softball and baseball programs. The attached lease is updated annually to reflect a 3% increase in the fee we charge.

**Staff Recommendation:**

City staff recommends entering into a lease agreement with Itasca Community College for the use of our sports fields.

**Requested City Council Action**

Pass a motion to enter into a lease agreement with Itasca Community College for the use of our sports fields.

## LEASE AGREEMENT

This lease, made this \_\_\_\_\_ day of \_\_\_\_\_, 2017, between the City of Grand Rapids, a Municipal Corporation, hereafter called the "Lessor", and Itasca Community College, Grand Rapids, MN, hereafter called the "Lessee".

Whereas, Lessor owns and operates the Legion Baseball Field and the Grand Rapids Sports Complex; and

Whereas, Lessee has determined that the Legion Baseball Field and the Grand Rapids Sports Complex are suitable facilities for conducting their athletic programs; and

Whereas, Lessor and Lessee wish to enter into this Lease Agreement for the purpose of establishing the terms and conditions pursuant to which the Lessee shall lease the above named facilities; and

NOW THEREFORE, for good and valuable mutual consideration, Lessor and Lessee mutually agree as follows:

### ARTICLE I

**1. Lease Agreement:** In consideration of and subject to the mutual conditions and obligations of this Lease Agreement to be kept and performed, including the obligation to lease, Lessor does hereby lease to Lessee the Legion Baseball Field and the Grand Rapids Sports Complex Softball Fields solely to the extent of this Lease Agreement.

**2. Lessee's Right of Possession and Use:** Lessee shall have the right to possess and use the Legion Baseball Field and the Grand Rapids Sports Complex Softball Fields for the purposes, to the extent and at the times set forth in Exhibit A attached hereto and incorporated by reference. Lessee's right to possess and use the aforementioned facilities shall be intermittent and confined to those portions of the facilities specifically identified in Exhibit A. Lessor and its licensees shall have the right to enter upon and use the aforementioned facilities at all times not consistent with Exhibit A. Lessee shall at all times comply with all statutes, ordinances, codes and regulations of any governmental authority concerning the use of the premises. Lessee shall not permit any hazardous or dangerous activity to be conducted at the aforementioned facilities or allow any activity which will increase insurance risks or premiums on the premises.

**3. Schedule of Use:** Lessee shall submit to Lessor annually before March 1 for Baseball and Softball schedules of all purposed uses for the upcoming seasons, which schedules shall be subject to Lessor's approval. It is understood that ISD #318 baseball and softball teams receive priority scheduling rights.

**4. Supervision: Safety:** Lessee agrees to assume full responsibility for the supervision of all persons entering the aforementioned facilities in conjunction with the Lessee's activities or events, including participants, coaches and other staff and spectators. Lessee shall require that all such persons conduct themselves in an orderly and safe manner consistent with the policies for use of the aforementioned facilities.

**5. Concessions:** Lessor retains the exclusive right to operate all concessions at the aforementioned facilities either through representatives of Lessor or Lessor's assignees. This Lease Agreement does not confer upon the Lessee the right to operate concessions.

**6. Gate Receipts and Admission Charges:** The Lessee shall, with prior approval by the Lessor and at their own expense, have the right to charge admission fees for their events. Provisions for simultaneous events held at the Grand Rapids Sports Complex must be made for participants, coaches and spectators for those events.

## ARTICLE II

**1. Lease:** Lessee shall pay to Lessor according to the following schedule:

April 1, 2017            \$6,180.00 (\$3,090.00 for softball and \$3,090.00 for baseball)

Lease payments shall be payable to the City of Grand Rapids and mailed or delivered to City Hall, 420 N Pokegama Avenue, Grand Rapids, MN 55744.

## ARTICLE III

**1. Maintenance and Repair:** Lessor shall at all times during the term of this Lease Agreement, at Lessor's own cost and expense, repair and maintain the aforementioned facilities and any improvement or alterations except as otherwise provided in this Article.

**2. Damages:** Lessee shall reimburse Lessor for the reasonable cost to repair and restore the aforementioned facilities in the event of damage to the premises caused by participants, coaches or other staff, or spectators who are in or upon the aforementioned facilities in conjunction with any of the Lessee's activities or events.

**3. Cleanup:** Although Lessor retains ultimate responsibility for maintenance, Lessee shall perform routine cleanup after its use of the premises, including proper storage of equipment, pick up and proper disposal of litter.

**4. Alterations, Improvements:** Lessee shall not make alterations or improvements to the premises without the advanced written consent of Lessor.

**5. Facility Preparation:** The Lessor shall prepare the Grand Rapids Sports Complex softball fields including mowing, infield dragging, field painting, and disposal of garbage and rest room maintenance. An outfield fence shall be placed on the game field as needed. Lessee will perform infield dragging and field painting at Legion Field.

#### ARTICLE IV

**1. Term:** The term of this Lease Agreement shall be from April 1 – October 30, 2017.

#### ARTICLE V

**1. Lessor's Access:** The Lessor shall have the right to enter the leased premises for the purpose of inspecting, repairing, altering or improving the leased facilities or for any other purpose not inconsistent with Exhibit A.

#### ARTICLE VI

**1. Indemnity:** Lessee shall protect, defend, hold harmless and indemnify Lessor against any and all claims, actions, losses, costs, expenses and liabilities, including reasonable attorneys fees for defense, arising out of or in any way related to Lessee's use of the premises or any of Lessee's activities or events, save when said claim, action, loss, cost, expense or liability is proximately caused solely and exclusively by the negligence or breach of this Lease Agreement by Lessor. In case of any action or proceeding brought against Lessor by reason of a claim covered by this Paragraph 11.1, upon notice from Lessor, Lessee covenants to defend such action or proceeding by counsel reasonable satisfactory to Lessor.

**2. Insurance:** Lessee shall maintain throughout the term of this Lease Agreement policy of comprehensive general liability insurance with limits of as specified below for the calendar year 2016 and must name the City of Grand Rapids as an additional insured. The limit of such insurance policy shall not be less than the City's maximum limits of liability as set forth in **Minn. Stat. Sec. 466.04**. Said policy of insurance shall be evidenced by a certificate of insurance which shall be placed on file with Lessor by Lessee prior to commencement of occupancy of the premises by Lessee. Each such policy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving Lessor thirty (30) days advance written notice of such change. The policy shall also contain a contractual liability endorsement evidencing insurance coverage for Lessee's indemnification obligation to Lessor under this Lease Agreement.

**3. Liability to Lessee:** Lessor shall not be liable to Lessee or to any employee, student or invitee of Lessee for any claim or cause of action arising out of death, injury, damage to property occurring in, on or about the leased premises except for damages, attributable exclusively to the negligence or breach of this Lease Agreement by Lessor, its employees or agents, by a court of competent jurisdiction.



**4. Liability Limits Not Waived:** Nothing in this Article VI shall cause either Lessor or Lessee to be subject to liability in excess of any statutory limits of liability applicable to Lessor or Lessee.

**ARTICLE VII**

**1. No Partnership:** Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

IN WITNESS WHEREOF, the parties have hereto set their hands on the day and year first above written.

Lessor: CITY OF GRAND RAPIDS

BY: \_\_\_\_\_  
Its City Administrator

BY: \_\_\_\_\_  
Its Mayor

Lessee: ITASCA COMMUNITY COLLEGE

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

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

## **Exhibit A**

### **Softball Uses at Grand Rapids Sports Complex Include:**

- ICC Women's Fastpitch Softball Practices
- ICC Women's Fastpitch Softball Regular Season and Post-Season Games (Field preparation to be performed by Lessor)
- Tournament games are NOT included in this lease and will be invoiced \$78 per game

### **Baseball Uses at Legion Field Include:**

- ICC Spring and Fall Baseball Practices
- ICC Baseball Regular and Post-Season Games (Field preparation to be performed by Lessee)



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0220      **Version:** 1      **Name:** Consider approving a temporary liquor application for Elder Circle, event scheduled for June 1, 2017.

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

**File created:** 4/4/2017      **In control:** City Council

**On agenda:** 4/10/2017      **Final action:**

**Title:** Consider approving a temporary liquor application for Elder Circle, event scheduled for June 8, 2017.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Elder Circle 1-4 Day Temporary Liquor License](#)

Date	Ver.	Action By	Action	Result
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Consider approving a temporary liquor application for Elder Circle, event scheduled for June 8, 2017.

**Background Information:**

Elder Circle has submitted an application for a 1 to 4 day temporary liquor permit for June 8, 2017. The event is schedule to take place at the IRA Civic Center, 1401 NW 3rd Avenue, Grand Rapids, MN. Required certificate of liability and fee have been submitted.

**Staff Recommendation:**

Approve and direct staff to forward to State of Minnesota for issuance.

**Requested City Council Action**

Make a motion approving temporary liquor license for Elder Circle, event to be held at IRA Civic Center on June 8, 2017.



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 445 Minnesota Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION AND PERMIT FOR A 1 DAY  
 TO 4 DAY TEMPORARY ON-SALE LIQUOR LICENSE**

Name of organization Elder Circle Date organized May 2001 Tax exempt number 41-1994691

Address 400 River Road, Ste 1 City Grand Rapids State Minnesota Zip Code 55744

Name of person making application Bonnie Lentz Business phone 218 999-9233 Home phone ext. 277

Date(s) of event June 8, 2017 Type of organization  
 Club  Charitable  Religious  Other non-profit

Organization officer's name Kris Ferraro Board Chair City Grand Rapids State Minnesota Zip Code 55744

Organization officer's name Tara Makinen Board Vice Chair City Grand Rapids State Minnesota Zip Code 55744

Organization officer's name Chris Lynch Board Treasurer/Sec City Grand Rapids State Minnesota Zip Code 55744

Organization officer's name Tom Page Board Director City Grand Rapids State Minnesota Zip Code 55744

Location where permit will be used. If an outdoor area, describe.  
IRA Civic Center 1401 NW 3rd Ave. Grand Rapids, MN 55744

If the applicant will contract for intoxicating liquor service give the name and address of the liquor license providing the service.

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.

APPROVAL

APPLICATION MUST BE APPROVED BY CITY OR COUNTY BEFORE SUBMITTING TO ALCOHOL AND GAMBLING ENFORCEMENT

City of Grand Rapids  
 City or County approving the license  
\$20.00  
 Fee Amount  
4-3-2017  
 Date Fee Paid


\_\_\_\_\_  
 Date Approved  
 \_\_\_\_\_  
 Permit Date  
 \_\_\_\_\_  
 City or County E-mail Address  
 \_\_\_\_\_  
 City or County Phone Number

\_\_\_\_\_  
 Signature City Clerk or County Official

\_\_\_\_\_  
 Approved Director Alcohol and Gambling Enforcement

CLERKS NOTICE: Submit this form to Alcohol and Gambling Enforcement Division 30 days prior to event.

ONE SUBMISSION PER EMAIL, APPLICATION ONLY.  
 PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT  
 BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO [AGE.TEMPORARYAPPLICATION@STATE.MN.US](mailto:AGE.TEMPORARYAPPLICATION@STATE.MN.US)

 **IRS** Department of the Treasury  
Internal Revenue Service  
P.O. Box 2508, Room 4010  
Cincinnati OH 45201

In reply refer to: 407755021  
Apr. 13, 2011 LTR 4168C 0  
41-1994691 000000 00  
0003556  
BODC: TE

ELDERCIRCLE  
% KRISTI KANE  
1105 NW 4TH ST  
GRAND RAPIDS MN 55744-2205

Employer Identification Number: 41-1994691  
Person to Contact: Sophia Brown  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your Feb. 18, 2011, request for information regarding your tax-exempt status.

Our records indicate that you were recognized as exempt under section 501(c)(3) of the Internal Revenue Code in a determination letter issued in May 2001.

Our records also indicate that you are not a private foundation with the meaning of section 509(a) of the Code because you are described section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Please refer to our website [www.irs.gov/eo](http://www.irs.gov/eo) for information regarding filing requirements. Specifically, section 6033(j) of the Code provides that failure to file an annual information return for three consecutive years results in revocation of tax-exempt status as of the filing due date of the third return for organizations required to file. We will publish a list of organizations whose tax-exempt status was revoked under section 6033(j) of the Code on our website beginning in early 2011.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/7/2017

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

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

<b>PRODUCER</b> Itasca Reliable Insurance Agency 1121 E US Hwy 169 PO Box 825 Grand Rapids MN 55744		<b>CONTACT NAME:</b> Diane Dick, CIC, CISR, AAM <b>PHONE (A/C, No, Ext):</b> (218) 326-8518 <b>FAX (A/C, No):</b> (218) 326-9557 <b>E-MAIL ADDRESS:</b> dianed@itascareliableinsurance.com	
<b>INSURED</b> Elder Circle 400 River Rd Suite 1 Grand Rapids MN 55744		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Insurance Company <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**                      **CERTIFICATE NUMBER:** 2016 Master                      **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		PHPK1465715	5/1/2016	5/1/2017	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 2,000,000
						MED EXP (Any one person)	\$ 100,000
						PERSONAL & ADV INJURY	\$ 5000
						GENERAL AGGREGATE	\$ 2,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
						Each Professional Incident	\$ 2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		PHPK1465715	5/1/2016	5/1/2017	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE	\$
						REGATE	\$
							\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			PER STATUTE	
						OTHER	
						EACH ACCIDENT	\$
						DISEASE - EA EMPLOYEE	\$
						DISEASE - POLICY LIMIT	\$
A	Directors & Officers					10,000	
A	Professional Liability					10,000/3,000,000	

*update will be provided once renewed.*

*Elder Circle*

*Identifying*

with respects to a  
7)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD Employee Dishonesty is included for City of Grand Rapids is included as fundraising event at the IRA Civic C

**CERTIFICATE HOLDER**

City of Grand Rapids  
 420 Pokegama Ave N  
 Grand Rapids, MN 55744

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

AUTHORIZED REPRESENTATIVE  
 D Dick, CIC, CISR, AAM/ *Diane Dick*



18121



400 RIVER ROAD, SUITE 1  
GRAND RAPIDS, MN 55744

**American Bank**  
21 - Main Street, S.E.  
1-877-833-4300 (118) 247-0225  
(252) 766-1100 (Local)  
www.amerbank.com  
75-1496/912

FirstCheck<sup>SM</sup> Check Fraud  
Protection Kit 5004966

3/14/2017

Security Features: Details on back.



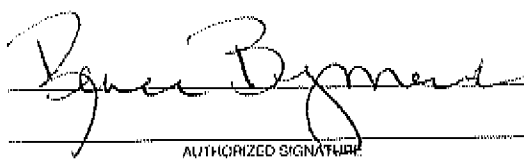
PAY TO THE ORDER OF City of Grand Rapids

\$ \*\*20.00

DOLLARS

Twenty and 00/100\*\*\*\*\*

City of Grand Rapids  
420 N. Pokegama Ave  
Grand Rapids, MN 55744

  
AUTHORIZED SIGNATURE

MEMO

⑈018121⑈ ⑆091214960⑆ 609537⑈

ELDERCIRCLE  
400 RIVER ROAD, SUITE 1

18121

Date	Type	Reference	Original Amt.	Balance Due	3/14/2017 Discount	Payment
3/13/2017	Bill		20.00	20.00		20.00
					Check Amount	20.00

Eldercircle Checking

20.00





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0221      **Version:** 1      **Name:** Spring Employees (3)  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/4/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **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 on April 10, 2017 and complete employment by May 31, 2017.

- Jasmine Roloff, Youth Coach, \$9.50 per hour
- Mara Cameron, Youth Coach, \$9.50 per hour
- Sarah Soderberg, Youth Coach, \$9.50 per hour
- Jenna Olson, Youth Coach, \$9.50 per hour
- Anna Bonner, Youth Coach, \$9.50 per hour
- Kiya Danielson, Youth Coach, \$9.50 per hour
- Emily Groom, Youth Coach, \$9.50 per hour

**Staff Recommendation:**

City staff is recommending the approving 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

## Legislation Details (With Text)

**File #:** 17-0223      **Version:** 1      **Name:** Golf Course Equipment  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/5/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **Final action:**  
**Title:** Golf Course Equipment  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [City of GR Pokegama GC SP3040 3-22-17.pdf](#)

Date	Ver.	Action By	Action	Result
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### Golf Course Equipment

#### Background Information:

The golf course is in need of a new piece of equipment to maintain the sand bunkers on the course. The current unit, purchased in 2004, has reached retirement age with over 3000 hours of use in a very dusty environment. The repair estimate is over \$5,000. The new unit will last another 10-15 years. A sand pro unit is a must have in a maintenance fleet for adequate maintenance of sand bunkers. This item is part of the 2017 golf course capital improvement budget.

#### Staff Recommendation:

Purchase the Toro Sand Pro 3040 at the MN State Contract price of \$17,787.08 after trade value of \$500 has been deducted. Sales tax to be added. See attached bid document.

#### Requested City Council Action

Consider approving the purchase of the Toro Sand Pro 3040 at the MN State Contract Price of \$19,009.94. This price includes trade in value of \$500 and MN State Sales tax . It also includes delivery. This is a 2017 Pokegama Golf Course budget item that will be funded from golf course funds.

Attn: Mr. Steve Ross



# City of Grand Rapids / Pokegama

## Toro Golf Maintenance Equipment Quote

Total Qty	Model #	Product Description	201
1	08703	<i>New <b>TORO SAND PRO 3040</b>, 16 HP Vanguard V-Twin Gas Engine, 2WD, Manual Steering, Rear Quick Attach System (QAS)</i>	\$23
1	08714	Manual Front Push Blade	
1	08731	Mid-Mount ASM	
1	08734	Solid Tine Toolbar	
1	08751	QAS Rear Tooth Rake	
1	xx-ue	<i>Trade In <b>TORO SAND PRO 3020</b> with 3081 hrs (08885-240000397)</i>	(\$5
<b>New Equipment Less Trade In</b>			
<b>MN State Sales Tax</b>			

- New Toro Commercial Equipment includes a Two (2) Year Manufacture Warranty
- Set-Up & Delivery at No Charge
- Quoted pricing valid for 30 days
- Credit Card payments will be subject to a 2.5% service charge

Thank you for the opportunity to submit this quote. If you have any questions, please do not hesitate to call us at 800.492.9972

Joe Buege & Matt Arntzen - SMEI Certified Professional MTI Distributing Sales Representatives



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0224      **Version:** 1      **Name:** Golf Seasonal Employees  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 4/5/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **Final action:**  
**Title:** Golf Seasonal Employees  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Golf Seasonal Employees

**Background Information:**

Seasonal Employees at Pokegama Golf Course.

Evan Peterson-Maintenance

Phil Carlson Player Development (growing the game)

Katie Cody Player Development (growing the game) & Cashier

All three of these employees will have very limited hours. Less than 20/week.

**Staff Recommendation:**

Approve those listed for seasonal work at Pokegama Golf Course.

**Requested City Council Action**

Consider approving the following seasonal employees. Employment to begin no sooner than April 11, 2017 and end no later than October 31, 2017.

Evan Peterson \$9.50 / hour

Katie Cody \$9.50 / hour

Phil Carlson \$9.50 /hour

Funding for these employees will come from the Pokegama Golf Course 2017 Budget which is funded from golf course funds.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0213      **Version:** 1      **Name:** Amended Purchasing Policy  
**Type:** Agenda Item      **Status:** Finance  
**File created:** 3/29/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **Final action:**  
**Title:** Consider amending Purchasing Policy to implement new Procurement requirements under the Uniform Guidance.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Grand Rapids Purchasing Policy.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider amending Purchasing Policy to implement new Procurement requirements under the Uniform Guidance.

**Background Information:**

Entities with a December year end are required to implement the new requirements starting January 1, 2017. There were important updates made to specific areas of Uniform Guidance. Procurement is one of the areas that had significant changes. The City of Grand Rapids has implemented the required changes for procurement in the amended version of the purchasing policy.

City Attorney, Chad Sterle has reviewed the policy as well as our auditors, Redpath and Company, Ltd.

**Staff Recommendation:**

City Administrator, Tom Pagel and Finance Director, Barb Baird recommend amending Purchasing Policy to implement new Procurement requirements under the Uniform Guidance.

**Requested City Council Action**

Make a motion amending Purchasing Policy to implement new Procurement requirements under the Uniform Guidance.



## **CITY OF GRAND RAPIDS FINANCIAL POLICIES**

### **PURCHASING POLICY**

#### **I. PURPOSE**

The intent of this policy and its supporting Procurement Procedures is to ensure that the procurement process complies with all applicable legal requirements and federal and state regulations; is fair to all participants; is as efficient as possible without eliminating needed controls; is understandable to all users; is administratively consistent with other City policies and procedures; and maximizes the use of disadvantaged business whenever possible. The City's policy is to purchase goods and services at the most cost effective and competitive rates, yielding the desired service, turnaround and value for the dollar. This policy has the following objectives:

1. Ensure that all purchases comply with applicable laws, in particular the Uniform Municipal Contracting Law, Minnesota State Statute Section 471.345.
2. Comply with Minnesota Public Purpose Doctrine and City Policy on Public Purpose Expenditures.
3. Make the best possible use of tax dollars by purchasing goods and services economically.
4. Provide clear and consistent guidelines for the City staff to follow in making purchasing decisions.

For purchases made under federal or State grant funded programs, additional restrictions are identified within the uniform grant guidance regulations (2 CFR 200.318).

#### **II. POLICY**

To ensure that the goods and services required by the City are obtained using established procedures that comply with all legal requirements for public purpose expenditures while promoting fair and open competition to ensure public confidence in the procurement process, ensure fair and equitable treatment of vendors who transact business with the City, and provide safeguards for the maintenance of a procurement system of quality and integrity. The Minnesota Public Purpose Doctrine permits a governmental entity to expend public funds only when the primary purpose of the expenditure is public and the expenditure relates to the governmental purposes for which the entity was created. There must also be statutory authority allowing for the expenditure of such funds and there must be a benefit to the community. Proper documentation must be maintained by the City to establish that all expenditures serve a public purpose.

All federal grant expenditures will be in compliance with OMB 2CFR200 (Uniform Guidance). All federal grant expenditures must be reasonable, necessary, and adequately documented. All federal grant expenditures must be deemed to be allowable under specific grant agreements and in accordance with 2CFR200, subpart E.

The approved operating budget provides detail on goods and services that are expected in a given year. Any goods or services required that were not budgeted must be approved by

the City Council, depending on the dollar amount of the purchase and the rationale behind the non-budgeted good or service.

The City of Grand Rapids will use the following Methods of Procurement:

#### Micro Purchases

Procurements valued under \$1,500 will be considered *Micro Purchases*, and may be made on the open market. This Policy cannot be circumvented by purchasing a group of similar or identical items costing more than \$1,500 and submitting a separate purchase order and invoice for each item.

#### Small Purchases

Procurements valued between 1,500 and \$25,000 (\$3,500 if federally funded) will be considered *Small Purchases* and shall be purchased by a minimum of two competitive quotes solicited by phone or written quotation. Council approval is required for solicitation of quotes unless a budgeted item. The City Administrator may approve exceptions to the Policy for purchases on the open market under \$25,000.

#### Mid-Range Purchases

Procurements valued below the competitive-bidding threshold of \$100,000 but above \$25,000, either singly or in aggregate, will be considered *Mid-Range Purchases* and shall be purchased either using the competitive-bidding process or by competitive quotes in writing from a minimum of two or more vendors whenever possible. Prior Council approval is required to solicit quotes.

#### Major Purchases

Procurements valued at greater than \$100,000 shall be considered *Major Purchases* and shall be purchased through the competitive bidding process by publicly soliciting bids or proposals in accordance with City procurement procedures and as required by Minnesota Statutes 471.345. Procurements will not be split to avoid this policy.

Contracts are agreements “for the sale or purchase of supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property.” Minn. Stat. 471.35, subd. 2. Just because the type of contract falls within the statutes does not mean bidding is required. The estimated value of the contract must also fall within the statute.

#### Joint Purchasing/Cooperative Purchasing Agreements

The City has the authority to enter into *Joint Purchasing or Cooperative Purchasing Agreements* with other governmental units as provided for in Minnesota Statutes. Procurements made through *Joint Purchasing or Cooperative Purchasing Agreements* will satisfy the City’s competitive procurement requirements.

#### Contract Amendments

Contract amendments valued at greater than 10% of the original value of the contract will be considered separate procurements and the appropriate process above shall be utilized.

#### Noncompetitive Purchases

*Noncompetitive Purchases* can be made under the following circumstances:

- When the City Council has declared an emergency, in accordance with State Statute, City Policies and Procedures.
- When a sole source of the good or service exists and has been verified by City Administrator

- When the procurement is for goods or services not available competitively, such as utilities, subscriptions, professional dues and memberships, insurance, conference and seminar registration, permits and licenses, advertisements in publications, taxes, required federal, state and local fees and charges, etc.

#### **Disadvantaged Businesses**

The City will utilize businesses owned and controlled by socially and economically disadvantaged individuals in the procurement of goods and services, and the award of contracts when possible. The City will, in accordance with authority granted by federal regulations, state statute, and local laws and ordinances, act affirmatively to create a “level playing field” for women-owned, minority-owned and disadvantaged business enterprises to achieve the goal of equal opportunity.

#### **Deviations**

Approval to deviate from this policy must be documented and authorized by the City Council.

#### **Prohibited Interest in Contracts**

Minnesota State Statutes 471.87 and 471.88 prohibit the purchase of goods or services whenever a conflict of interest may exist. If any employee becomes involved in a possible conflict situation, the employee shall disclose the nature of the possible conflict to his or her supervisor and the City Administrator.

The City cannot enter into any contract or purchase order for goods or services in which an employee, elected official, officer or agent, or their immediate family members, has an indirect or direct personal financial interest or will personally benefit financially from the contract or purchase. In exceptional cases and if permitted by applicable law or regulation, this policy may be waived by the City Administrator for employees for good cause after consulting with the City Attorney. The City administrator shall promptly notify the employee in writing of the decision.

Substantial state and federal requirements exist pertaining to standards of conduct and conflict of interest. It is the intent of the City for all employees, officers, or agents to conduct all activities associated with procurements in compliance with the highest ethical standards, including the avoidance of any real or perceived conflict of interest. It is also the intent of the City to impose appropriate sanctions or disciplinary actions, including but not limited to termination and/or prosecution, for any employees or officers who violate any of these requirements.

### **III. PROCEDURE**

The City Council is the authority for purchasing and for budgetary control of each department. The City Council has delegated authority to Department Heads to make usual and customary purchases as approved in the annual budget in compliance with all bidding requirements and the City’s purchasing policy. Formal Council approval of budgeted, routine purchases is not necessary. Council approval is required on capital purchases of \$5,000 or greater, and transactions involving purchases over \$100,000. The Finance Director will report budget status to the City Council on a quarterly basis. Payment details



for all goods and services will be placed on the verified claims list and presented to the City Council for review.

Purchase orders shall be issued for all purchases with the following exceptions:

- a. Utility invoices-telephone, electric, natural and lp gas, waste management and cable,
- b. Travel and mileage reimbursements,
- c. United Parcel Service.

The Purchase Order shall include: (1) a description of the item(s) to be purchased, (2) budget code to be charged (3) quantity, (4) cost (including tax and shipping). The purchase order shall be signed by the Department Head or designated employee. A purchase order shall not remain open for longer than one year.

The Department Head is responsible for promptly remitting the shipping documents and endorsed Purchase Orders to the Finance Department for processing.

- a. Training and Travel by Department Heads shall be approved by the City Administrator (or designated person) prior to an event requiring overnight out of town travel. A Request for Training/Travel Form shall be submitted to the City Administrator for approval prior to registration for the event. The City Administrator shall sign **all** Travel Expense Reports (reimbursement request) prior to submission to the Finance Department for payment.

**Exceptions:**

Professional service contracts such as those provided by engineers, lawyers, architects, accountants and other services requiring technical, scientific, or other professional training, when competitive bidding is not required, shall be approved by the City Council based on the recommendation of the City Administrator. In certain cases, where professional services were specifically identified in the budget and it is an ongoing contract, the City Council does not need to approve each year's contract.

Minnesota State Statute 12.37 gives the City the ability to declare an emergency situation for a limited period of time. During such an emergency, the City is not required to use the typical mandated procedures for purchasing and contracting. Emergency purchases require approval by the City Administrator, Finance Director and when necessary because of the dollar amount, formal City Council action. An emergency purchase is defined as one where an immediate response is required to protect the health, welfare or safety of the public or public property.

**Credit Card Use**

The use of credit cards is an authorized payment method. These purchases must follow the purchasing policy and are a more efficient method of paying vendors than the check payment process. See the credit card policy for detailed procedures.

**Ethics and Acceptance of Gifts**

Employees shall not make any purchases for personal use utilizing City funds. Employees shall not be allowed to take advantage of special pricing offered to the City by vendors to make personal purchases. Employees may not take advantage of government discounts for non-city related purchases, including bidding on city auctions. The general rule to be applied is if a discount is not available to a member of the public, the employee should not take advantage of it. Gifts offered by vendors to staff responsible for making purchasing decisions may only be accepted if they are considered to be a trinket or memento costing \$5 or less.

**IV. AUTHORITY FOR IMPLEMENTATION AND ENFORCEMENT**

All employees are responsible for adhering to this policy when purchasing goods or services. Managers are responsible for monitoring performance within their areas of jurisdiction.

Responsibility for administering established Purchasing Policies and Procedures has been delegated to the Finance Department.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0241      **Version:** 1      **Name:** City Resolution on Local Government Aid  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 4/6/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **Final action:**  
**Title:** City Resolution on Local Government Aid  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [4-10-17 City Resolution on Local Government Aid- April 2017](#)

Date	Ver.	Action By	Action	Result
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City Resolution on Local Government Aid

### **Background Information:**

### **Staff Recommendation:**

City Administrator Tom Pagel is recommending adopting the attached resolution urging the Legislature and Governor to return LGA to its 2002 level.

### **Requested City Council Action**

Make a motion to pass a resolution urging the Legislature and Governor to return LGA to its 2002 level.

# City Resolution on Local Government Aid

City of Grand Rapids

State of Minnesota

## **Resolution in Support of Increasing Local Government Aid in the 2017 Legislative Session**

WHEREAS, Local Government Aid (LGA) is a critical need for our city; and

WHEREAS, LGA provides funding to restrain property taxes on homeowners and businesses; and

WHEREAS, LGA helps provide important services such as public safety, infrastructure, and fire protection; and

WHEREAS, an increase in LGA would help the city of Grand Rapids reduce the tax levy and reduce increases in property tax; and

WHEREAS, the state of Minnesota's projected budget surplus stands at \$1.65 billion; and

WHEREAS, LGA is funded well below the level that was funded in 2002; and

WHEREAS, in a time of surplus, the state should be able to provide an increase in aid to cities who are facing increased costs due to infrastructure needs, state mandates and inflation in the costs of labor, goods, and services; and

WHEREAS, no Omnibus Tax Bill was passed by the legislature in 2015 or 2016, thus freezing the LGA appropriation.

THEREFORE, BE IT RESOLVED that the City of Grand Rapids supports a permanent increase in the base appropriation for Local Government Aid of \$45.5 million as proposed in HF 672/SF 476, and urges adoption of this proposal by the House and Senate.

BE IT FURTHER RESOLVED that a copy of this resolution be sent to the following: Senator Eichorn, Representative Layman, Speaker of the House Rep. Kurt Daudt, Senate Majority Leader Sen. Paul Gazelka, House Tax Chair Rep. Greg Davids, Senate Tax Chair Sen. Roger Chamberlain, and Governor Mark Dayton.

Adopted: \_\_\_\_\_

Attest: \_\_\_\_\_



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0230      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 4/5/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **Final action:**  
**Title:** Consider approving the verified claims for the period March 21, 2017 to April 3, 2017 in the total amount of \$610,002.83.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [COUNCIL BILL LIST 04-10-17.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period March 21, 2017 to April 3, 2017 in the total amount of \$610,002.83.

**Requested City Council Action**

Make a motion approving the verified claims for the period March 21, 2017 to April 3, 2017 in the total amount of \$610,002.83.

DATE: 04/05/2017  
 TIME: 14:52:24  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 04/10/2017

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
0500050	E3 CONSULTING SERVICES	-56.25
1309335	MINNESOTA REVENUE	56.25
1920650	STRATEGIC INSIGHTS, INC	562.50
	TOTAL	562.50
CITY WIDE		
0421725	DUTCH ROOM INC	89.40
0503422	ECK DESIGN	1,075.00
1200800	LHB ENGINEERS & ARCHITECTS	4,957.39
1609925	PIZZA WORKS	42.66
1915248	SOFTWARE HARDWARE INTEGRATION	81.00
1920240	CHAD B STERLE	11,120.00
1920650	STRATEGIC INSIGHTS, INC	787.50
	TOTAL CITY WIDE	18,152.95
ADMINISTRATION		
1321525	MUNICIPAL CODE CORPORATION	598.00
1415377	NORTHERN BUSINESS PRODUCTS INC	72.99
1415524	NORTHLAND HUMAN RESOURCE ASSOC	50.00
	TOTAL ADMINISTRATION	720.99
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	36.49
0221650	BURGGRAF'S ACE HARDWARE INC	9.99
0701650	GARTNER REFRIGERATION CO	108.00
1000068	JK MECHANICAL CONTRACTORS INC	1,290.00
1909510	SIM SUPPLY INC	55.79
	TOTAL BUILDING MAINTENANCE-CITY HALL	1,500.27
COMMUNITY DEVELOPMENT		
0103325	ACHESON TIRE COMPANY INC	320.00
0201737	BATTERY WHOLESALE INC	86.12
1105530	KENNEDY & GRAVEN	54.00
1415377	NORTHERN BUSINESS PRODUCTS INC	144.89
1909450	SILVERTIP GRAPHICS SIGNS	95.50
1920240	CHAD B STERLE	356.00
1920555	STOKES PRINTING & OFFICE	58.49
	TOTAL COMMUNITY DEVELOPMENT	1,115.00

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 04/10/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
ENGINEERING		
0920065	ITASCA ECONOMIC DEVELOPMENT	5,000.00
1900225	SEH-RCM	1,527.50
1920555	STOKES PRINTING & OFFICE	19.12
	TOTAL ENGINEERING	6,546.62
FINANCE		
1415377	NORTHERN BUSINESS PRODUCTS INC	175.05
1903225	SCENIC RANGE NEWS FORUM	20.00
	TOTAL FINANCE	195.05
FIRE		
0118625	ARROW EMBROIDERY	753.00
0121721	AUTO VALUE - GRAND RAPIDS	414.20
0218350	BRIER CLOTHING	84.95
0221650	BURGGRAF'S ACE HARDWARE INC	5.49
0315455	COLE HARDWARE INC	34.70
0513235	EMERGENCY RESPONSE SOLUTIONS	74.96
1301014	MACQUEEN EMERGENCY GROUP	30.59
1415030	NAPA SUPPLY OF GRAND RAPIDS	72.41
2215600	VOLUNTEER FIREMANS BENEFIT	211.00
2300600	W.P. & R.S. MARS COMPANY	372.60
	TOTAL FIRE	2,053.90
INFORMATION TECHNOLOGY		
0500050	E3 CONSULTING SERVICES	225.00
	TOTAL INFORMATION TECHNOLOGY	225.00
PUBLIC WORKS		
0121721	AUTO VALUE - GRAND RAPIDS	80.16
0221650	BURGGRAF'S ACE HARDWARE INC	91.70
0301685	CARQUEST AUTO PARTS	53.71
0315455	COLE HARDWARE INC	40.15
0518366	ERICKSON'S ITASCA LUMBER INC	62.84
0601690	FASTENAL COMPANY	103.40
0718105	GRAYBAR ELECTRIC COMPANY INC	243.14
0801836	HAWKINSON SAND & GRAVEL	601.87
1200500	L&M SUPPLY	76.98
1415484	NORTHERN LIGHTS TRUCK	592.68

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
1415640	NORTRAX EQUIPMENT COMPANY	87.90
1421155	NUCH'S IN THE CORNER	30.00
1621125	PUBLIC UTILITIES COMMISSION	2,559.63
1801899	RAY'S SPORT & CYCLE	416.35
2305453	WESCO DISTRIBUTION INC	1,380.00
	TOTAL PUBLIC WORKS	6,420.51
FLEET MAINTENANCE		
0121721	AUTO VALUE - GRAND RAPIDS	6.50
0201737	BATTERY WHOLESALE INC	86.12
0301685	CARQUEST AUTO PARTS	67.42
0315455	COLE HARDWARE INC	58.99
1201850	LAWSON PRODUCTS INC	373.41
1301720	MATCO TOOLS	15.23
	TOTAL FLEET MAINTENANCE	607.67
POLICE		
0221650	BURGGRAF'S ACE HARDWARE INC	4.59
0301685	CARQUEST AUTO PARTS	158.36
0400029	DVS RENEWAL	36.00
0409501	DIMICH LAW OFFICE	4,583.33
0712225	GLEN'S ARMY NAVY STORE INC	35.95
0914690	INSIGHT PUBLIC SECTOR SLED	121.88
1301025	MAKI BODY & GLASS	573.29
1309032	MID STATES ORGANIZED CRIME	150.00
1309167	MN BUREAU OF CRIMINAL	390.00
1609925	PIZZA WORKS	89.38
2000400	T J TOWING	235.00
2018225	TREASURE BAY PRINTING INC	74.00
	TOTAL POLICE	6,451.78
CENTRAL SCHOOL		
0221650	BURGGRAF'S ACE HARDWARE INC	139.20
0315455	COLE HARDWARE INC	34.76
1909510	SIM SUPPLY INC	57.83
2018680	TRU NORTH ELECTRIC LLC	2,445.15
	TOTAL	2,676.94



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INVOICES DUE ON/BEFORE 04/10/2017

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0114200	ANDERSON GLASS	370.00
0301685	CARQUEST AUTO PARTS	114.45
0315455	COLE HARDWARE INC	11.97
1301015	MACQUEEN EQUIPMENT INC	125.90
2018680	TRU NORTH ELECTRIC LLC	333.64
2209421	VIKING ELECTRIC SUPPLY INC	22.84
	TOTAL	978.80
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	32.52
0221650	BURGGRAF'S ACE HARDWARE INC	57.91
0401520	DANIELSON HEATING AND COOLING	1,121.34
0618353	KEVIN FRIESEN	1,040.00
0701650	GARTNER REFRIGERATION CO	1,839.69
1205725	LET'S PLAY HOCKEY, INC	480.00
1301168	MARKETPLACE FOODS	26.53
1605611	PEPSI-COLA	183.88
1901535	SANDSTROM COMPANY INC	255.07
1909510	SIM SUPPLY INC	250.46
	TOTAL GENERAL ADMINISTRATION	5,287.40
STATE HAZ-MAT RESPONSE TEAM		
1415480	NORTHERN HEALTH & FITNESS PLUS	125.00
	TOTAL	125.00
POLICE DESIGNATED FORFEITURES		
0421470	DULUTH/SUPERIOR COMMUNICATION	14,364.65
0718026	GR HIGH SCHOOL	200.00
	TOTAL	14,564.65
CEMETERY		
0103325	ACHESON TIRE COMPANY INC	154.97
0221650	BURGGRAF'S ACE HARDWARE INC	7.80
T001136	DAVID GREEN	150.00

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VENDOR #	NAME	AMOUNT DUE
CEMETERY		
	TOTAL	312.77
DOMESTIC ANIMAL CONTROL FAC		
0815730	HOTSY EQUIPMENT OF MINNESOTA	135.45
	TOTAL	135.45
GENERAL CAPITAL IMPRV PROJECTS		
NEIGHBORHOOD & ECON DEV		
1615423	POKEGAMA ELECTRIC INC	12,495.00
	TOTAL NEIGHBORHOOD & ECON DEV	12,495.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FINANCE		
0801661	HARRIS	4,524.00
	TOTAL CAPITAL OUTLAY-FINANCE	4,524.00
CAPITAL OUTLAY-POLICE		
0914735	INTOXIMETER INC	299.00
	TOTAL CAPITAL OUTLAY-POLICE	299.00
IRA CVC CTR CAPITAL PJT		
MULTI-USE OUTDOOR PAVILION		
0718010	CITY OF GRAND RAPIDS	255.29
	TOTAL MULTI-USE OUTDOOR PAVILION	255.29
2016 INFRASTRUCTURE BONDS		
2017-1 5TH ST N & 8TH AVE NE		
2000522	TNT AGGREGATES, LLC	50,417.04
	TOTAL 2017-1 5TH ST N & 8TH AVE NE	50,417.04
2017 INFRASTRUCTURE BONDS		

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 04/10/2017

VENDOR #	NAME	AMOUNT DUE
2017	INFRASTRUCTURE BONDS	
2009-1	9TH ST NE	
1900225	SEH-RCM	860.00
	TOTAL 2009-1 9TH ST NE	860.00
2009-1	8TH AVE NE STRM WTR	
0800075	HR GREEN INC	11,540.00
1900225	SEH-RCM	480.00
	TOTAL 2009-1 8TH AVE NE STRM WTR	12,020.00
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	3.80
0315455	COLE HARDWARE INC	25.29
1205090	LEAGUE OF MINNESOTA CITIES	760.00
1301015	MACQUEEN EQUIPMENT INC	2,941.26
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1900225	SEH-RCM	480.00
	TOTAL	6,410.35
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$ 155,913.93
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T	1,040.83
0113232	AMERIFLEX BUSINESS SOLUTIONS	524.70
0114210	D. ANDERSON - CHANGE FUND	1,500.00
0205640	LEAGUE OF MN CITIES INS TRUST	215,652.00
0212126	RICK BLAKE	200.09
0305530	CENTURYLINK COMMUNICATIONS LLC	45.87
0405305	LYNN DEGRIO	327.92
0405447	DELTA DENTAL OF MINNESOTA	2,661.90
0405505	JAMES DENNY	406.00
0504610	RON EDMINSTER	69.55
0605191	FIDELITY SECURITY LIFE INS CO	60.90
0718015	GRAND RAPIDS CITY PAYROLL	218,808.49
0718070	GRAND RAPIDS STATE BANK	50.00
0801535	HAMMERLUND CONSTRUCTION INC	1,000.00
0809115	HIBBING COMMUNITY COLLEGE	750.00
0920055	ITASCA COUNTY RECORDER	92.00
1015323	KIM JOHNSON-GIBEAU	246.15
1201402	LAKE COUNTRY POWER	45.46
1205095	LEAGUE OF MN INSURANCE TRUST	1,000.00
1209516	LINCOLN NATIONAL LIFE	1,113.91

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 04/10/2017

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1305046	MEDIACOM LLC	75.90
1309098	MINNESOTA DEPT OF ADMN	140.00
1309199	MINNESOTA ENERGY RESOURCES	771.14
1309341	MN STATE FIRE MARSHAL DIVISION	145.00
1405550	NEOPOST USA INC	1,000.00
1601305	THOMAS J. PAGEL	792.67
1601750	PAUL BUNYAN COMMUNICATIONS	275.21
2000100	TASC	30.60
2201535	VANTIV INTEGRATED PAYMENTS	65.00
2205637	VERIZON WIRELESS	1,166.45
2301700	WASTE MANAGEMENT	2,031.16
T000975	SHINGOBEE BUILDERS	1,000.00
T001060	ALDI INC	1,000.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$454,088.90
TOTAL ALL DEPARTMENTS		610,002.83



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0240      **Version:** 1      **Name:** Readerboard Agreement  
**Type:** Agenda Item      **Status:** Civic Center, Parks & Recreation  
**File created:** 4/6/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **Final action:**  
**Title:** Consider entering into a Partnership Agreement with Independent School District 318 and the Reif Arts Council to purchase and operate an electronic billboard sign.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Reader Board MOU .pdf](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a Partnership Agreement with Independent School District 318 and the Reif Arts Council to purchase and operate an electronic billboard sign.

**Background Information:**

The City of Grand Rapids, ISD 318, and the Reif Center have received a grant from the Blandin Foundation to help purchase an electronic billboard sign for the purpose of informing people of community events. The sign will be installed on Blandin Paper Company property along HWY 2, just west of the HWY 38 intersection. As part of the agreement, each partner agrees to pay up to \$7,200 for the purchase of the sign. This item was not part of the Civic Center's 2017 budget, but we will try to cover the expense through operations. The Partnership Agreement has been attached for your review.

**Staff Recommendation:**

City staff recommends entering into a Partnership Agreement with Independent School District 318 and the Reif Arts Council to purchase and operate an electronic billboard sign.

**Requested City Council Action**

Pass a motion to enter into a Partnership Agreement with Independent School District 318 and the Reif Arts Council to purchase and operate an electronic billboard sign.

# PARTNERSHIP AGREEMENT

Memorandum of Understanding between the following:

Partners: **City of Grand Rapids**  
**Independent School District #318**  
**Reif Arts Council**

Period Covered: March 1, 2017 – June 30, 2020

*This Memorandum of Understanding (MOU) contains basic provisions, which will guide the working relationship between all parties. Upon expiration of this agreement partners will have priority of renewal. In a change of ownership in the land, the sign will become property of the City of Grand Rapids and basic provisions and partnerships will remain the same.*

## BASIC PROVISIONS

- The City of Grand Rapids will form a partnership agreement with UPM Blandin Paper Company to provide land for an electronic billboard sign on the property adjacent to Hwy. 2.
- The electronic billboard sign will become property of the City of Grand Rapids.
- Each partner will be allowed a 1/4 share of marketing time on the electronic billboard sign.
- 1/4 of the marketing time on the electronic billboard sign will be reserved for non-profit and community events that meet the policy qualifications set forth by the planning committee.
- The City of Grand Rapids will manage the community 1/4 of the content operation of the electronic billboard sign.
- All partners agree to operate their 1/4 portion of the electronic billboard sign.
- The City of Grand Rapids will oversee physical management and upkeep of the overall sign.
- Above partners agree to each pay a one-time fee of up to \$7,200 to the fiscal agent towards the purchase of the electronic billboard sign.
- The Community Foundation agrees to each pay a one-time fee of \$5,000 to the fiscal agent towards the purchase of the electronic billboard sign.
- All partners agree to follow policy protocol for messaging that is set forth by the planning committee.

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*By signing this MOU, all partners Reif Arts Council, City of Grand Rapids, and Independent School District #318 agree to the provisions, policies and procedures listed above. Please note that through committee development any changes agreed upon by all parties may be implemented. This agreement will be reviewed annually.*

THIS CONTRACT MAY BE TERMINATED IN THE EVENT OF:

1. Mutual agreement by the contracting parties, with a minimum of a 30-day notice.
2. Unsatisfactory performance by either of the parties.

\_\_\_\_\_  
Reif Arts Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
City of Grand Rapids

\_\_\_\_\_  
Date

\_\_\_\_\_  
ISD 318

\_\_\_\_\_  
Date



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0237      **Version:** 1      **Name:** City-Blandin Sign Lease  
**Type:** Agenda Item      **Status:** Civic Center, Parks & Recreation  
**File created:** 4/6/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **Final action:**  
**Title:** Consider entering into a lease agreement with Blandin Paper Company to place an electronic message board on their property.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [City-Blandin Sign Lease Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a lease agreement with Blandin Paper Company to place an electronic message board on their property.

**Background Information:**

We have been working for years with ISD 318, the Reif Center, and the Blandin Foundation to purchase an electronic message board for the purpose of informing the public about community events. As part of the arrangement, the City will assume ownership of the sign. The sign will be placed on Blandin Paper Company land SW of the intersection of 4th Street NW and 3rd Avenue NW (just west of M&H Gas Station). The required lease agreement has been reviewed by City Attorney Sterle and is attached for your review.

**Staff Recommendation:**

City staff recommends entering into a lease agreement with Blandin Paper Company to place an electronic message board on their property.

**Requested City Council Action**

Pass a motion to enter into a lease agreement with Blandin Paper Company to place an electronic message board on their property.

## LEASE AGREEMENT

THIS AGREEMENT is made this 6 day of April, 2017, by and between the City of Grand Rapids, Minnesota, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as "City," as Tenant, and Blandin Paper Company, hereinafter referred to as "Blandin," as Landlord.

1. Blandin hereby leases to City real property located in the City of Grand Rapids, County of Itasca, the legal description for which is set forth on the attached "Exhibit A," for the sole purposes of placing an electronic billboard sign for advertising and promoting local community events. Blandin further grants to City and its employees, agents and subcontractors, access to the property with reasonable notice to Blandin for construction, repair, maintenance and replacement of said sign.
2. This Lease shall be for a period of one (1) year commencing \_\_\_\_\_ and terminating \_\_\_\_\_. This lease will be automatically renewed and extended in one-year increments, at the same terms and conditions, unless amended or terminated as otherwise provided herein.
3. City agrees to install and maintain the sign at its sole expense. Thereafter City agrees to pay \$1.00 per year as rent for the Property with said payment due Blandin on or before \_\_\_\_\_ of each year. City shall pay for all electricity and other utility charges to operate the sign.
4. City shall procure and maintain, in full force at its own expense, during the term of this lease and any extension thereof, public liability insurance adequate to protect against liability for damage caused through public use, or arising out of any accident occurring in and around its sign, in a minimum amount of \$2,000,000 per occurrence. Blandin shall be an additional named insured in such policy.
5. City agrees to indemnify and save Blandin harmless against any and all claims, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising out of the use of the Property by City or its employees, agents, or representatives arising from the conduct of or from any breach or default on the part of City, its employees, agents, representatives, and contractors in or about the Property. In such case of any action or proceeding brought against Blandin by reason of such claim, upon notice from Blandin, City covenants to defend such action and satisfy any final judgment or award resulting therefrom.
6. Either party has the right to terminate this lease upon 30 days' written notice to the other party at:



City of Grand Rapids  
Attn: \_\_\_\_\_  
420 No. Pokegama Ave.  
Grand Rapids, MN 55744

Blandin Paper Company  
Attn: Greg Chandler  
115 SW 1<sup>st</sup> Street  
Grand Rapids, MN 55744

7. It is understood that the City's sign shall be deemed personal property and not legally attach to the real property of Blandin. Said sign shall remain the property of City and shall be removed from the property upon termination of this lease. City shall remove said sign within 30 days after termination of this lease or any extension thereof at City's own cost. Should there be any damage to Blandin's property caused by the removal of the sign, City shall be responsible for the repair costs for said damage.
8. City shall not have the right to assign its interest under this lease without the express written consent of Blandin; however, City has the right to allow subscribers or advertisers to display information on the sign as long as it satisfies use guidelines adopted by City.
9. This lease represents the full understanding of the parties to the exclusion of any other written or oral agreements. This lease may only be modified or amended in writing and duly executed by both parties.

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

**TENANT:**  
**CITY OF GRAND RAPIDS**

**LANDLORD:**  
**BLANDIN PAPER COMPANY**

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

By: Greg A. Chandler

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

By: Director, Technical  
4/6/17



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0209      **Version:** 1      **Name:** Funk property purchase  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 3/27/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **Final action:**  
**Title:** Consider purchasing the property owned by the Funk Estate for access to city stormwater facilities  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Funk Purchase Agreement](#)  
[Funk Offer Submittal](#)

Date	Ver.	Action By	Action	Result
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Consider purchasing the property owned by the Funk Estate for access to city stormwater facilities

### **Background Information:**

The City was approached by David Wigfield, personal representative for the Funk estate, regarding the purchase of parcel # 91-600-0945. The Funk Estate owns a piece of property that is located along Pokegama Avenue, and is directly adjacent to a stormwater treatment pond and the McGowan drainage system. A location map is attached to the purchase agreement. The City was offered this property for the amount of \$4,000 (see attached offer letter). After reviewing the parcel with City staff, it was determined that it would be beneficial for the City to own this parcel to maintain access to these stormwater features. The property would be purchased using stormwater utility funds.

### **Staff Recommendation:**

City staff recommends purchasing parcel # 91-600-0945 owned by the Funk Estate in the amount of \$4,000 plus applicable taxes and fees

### **Requested City Council Action**

A motion approving the purchase of parcel # 91-600-0945 owned by the Funk Estate in the amount of \$4,000 plus applicable taxes and fees

## PURCHASE AGREEMENT

This Purchase Agreement is dated \_\_\_\_\_, 2017, by and between the City of Grand Rapids (Buyer), and David Wigfield, as Personal Representative for the Estate of Marcella Lenore Funk, deceased (Seller).

1. **Property.** The property which is the subject of this Purchase Agreement has the following legal description: The East 143 Feet of Lots 4, 5, and 6, Block 9, McGowans Addition to Grand Rapids.

2. **Sale Price.** Sale price for the property shall be Four Thousand Dollars (\$4,000.00), together with the following personal property –none--, to be paid in cash by Buyer on or before \_\_\_\_\_, the date of closing. Buyer may inspect the property with advance written notice at any time before the date of closing.

3. **Deed/Title.** Subject to performance by Buyer, Seller hereby agrees to execute and deliver to Buyer a Warranty Deed conveying marketable title to the Property subject only to the following exceptions:

- (1) Building and zoning laws, ordinance, state and federal regulations;
- (2) Restrictions relating to use or improvement of the Property without effective forfeiture provision;
- (3) Reservation of any minerals or mineral rights to the State of Minnesota;
- (4) Utility and drainage easements which do not interfere with present improvements.

4. **Real Estate Taxes.** Real estate taxes due and payable in the year of closing shall be prorated between Seller and Buyer on a calendar year basis to the actual date of closing. Real estate taxes payable in the years prior to closing shall be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer. It shall be assumed the Buyer will own the Property for the entire date of the closing.

5. **Special Assessments.** Buyer shall assume on the date of closing all other special assessments levied as of the date of this Agreement.

6. **Damage to the Property.** If there is any loss or damage to the Property between the date hereof and the date of closing, the risk of loss shall be on the Seller. If the Property is destroyed or substantially damaged before the closing, Buyer may, at Buyer's option, terminate this Purchase Agreement in accordance with paragraph 8 below.

7. **Examination of Title.** Within a reasonable time after acceptance of this agreement, Seller shall provide evidence of title to Buyer. The evidence provided shall include proper searches covering bankruptcies, state and federal judgment and liens, and levied and pending special assessments, as follows:

**Abstract Property:** Seller shall provide either (a) a commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write title insurance in Minnesota or (b) Abstract of Title certified to date. If Seller provides a

title insurance policy commitment, Seller shall pay the costs of evidence of title for such title insurance policy, and Buyer shall pay the premium for any owner's policy or lender's policy issues by the title insurance company, the title examination fee and the fee for any endorsements or other coverage requested by Buyer. If the Abstract of Title is provided, Seller shall pay for all abstracting fees. Seller shall also surrender any abstract in Seller's possession or control to Buyer at closing.

**Torrens Property:** Seller shall provide, at Buyer's option and request, either:

- (a) A Registered Property Abstract certified to date; or
- (b) A commitment for an owner's policy of title insurance on a current ALTA form issued by insurer licensed to write title insurance in Minnesota.

Under either option, Seller shall be responsible to pay only those costs necessary to prepare the Registered Property Abstract or title insurance commitment. Buyer shall, at Buyer's option, pay for either an attorney's opinion or the title insurance premium for both an owner's policy and any lenders policy and the examination fee, together with the costs for any endorsement or other coverage requested by Buyer.

Buyer shall have ten business days following receipt of the evidence to title to provide Seller with written title objections to title. Buyer shall be deemed to have waived any title objections not made within the ten day period, except that this shall not operate as a waiver of Seller's obligation to deliver a Warranty Deed, if a Warranty Deed is specified in this Agreement. Seller shall use Seller's best efforts to correct any title objections noted by Buyer and to provide marketable title by the date of closing. In the event Seller has not cured the title objections or otherwise provided marketable title by the date of closing, Seller shall have an additional thirty (30) days to correct the title objections or otherwise make title marketable. Buyer may waive title objections or other defects by written notice to Seller or licensee representing or assisting Seller. In addition to the thirty (30) day extension, Buyer and Seller may by mutual agreement further extend the closing date. If no such extension is agreed upon, the parties may declare this Purchase Agreement terminated in accordance with paragraph 8 below.

8. **Cancellation of the Purchase Agreement.** If the parties fail to cure any breach of any condition precedent in the manner provided under Paragraphs 3, 6 or 7 above or in another manner acceptable to the party, this Purchase Agreement is cancelled without further notice required. Buyer may, in its sole discretion, cancel this Purchase Agreement prior to the date of closing.

9. **Costs.** Seller and Purchaser agree to the following allocation of costs in connection with this Agreement and the transaction contemplated hereby:

- 9.1. Purchaser shall be responsible for closing costs including:
  - a. Well certificate filing fee, if applicable.
  - b. Conservation fee.
  - c. Recording fees related to filing the Deed.
  - d. Title company closing fee, if any.

- 9.2. Seller shall be responsible for:
- a. All recording fees and charges related to the filing of any instrument required to make title marketable.
  - b. Fees incurred by Seller in extending the abstract of title or obtaining title evidence.
  - c. State deed tax applicable to the transfer of the Property to Purchaser.

9.3 Each of the parties shall pay all of their own respective attorneys' fees in connection with the negotiation, preparation and closing of this Agreement and the transaction contemplated hereby.

10. **Well and Septic.** As required by law, Buyer has received a separate well disclosure statement or statement that no well exists on the property; and a separate septic system disclosure or a statement that no septic system exists on or services the property.

11. **Possession.** Seller shall deliver possession of the Property on the date of closing.

12. **Personal Property Not Included.** There is no personal property included in this sale; Seller shall remove all personal property by the date of closing.

13. **Representations and Warranties.** There are no representations or warranties made with regard to the Property except as set out in this Purchase Agreement.

14. **Survival.** All of the warranties, representations and covenants of this Agreement shall survive and be enforceable after the closing.

15. **Successors and Assigns.** All provisions of this Agreement shall be binding on the Buyer's and Seller's successors and assigns.

16. **Notices.** All notices required hereunder shall be given by depositing in the U.S. mail, postage prepaid, to the following addresses (or such other addresses as either party may notify the other):

City of Grand Rapids (Buyer)  
420 No. Pokegama Ave.  
Grand Rapids, MN 55744

David Wigfield (Seller)  
103 NW Seventh St.  
Grand Rapids, MN 55744

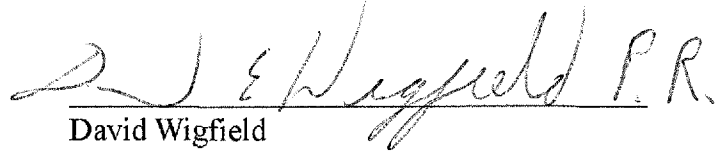
17. **Entire Agreement.** This Purchase Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding the Property. There are no verbal agreements that change this Purchase Agreement. No waiver of any term of this Agreement will be effective unless in writing executed by the parties.

18. **Effective Date.** This Agreement shall become effective and shall be binding upon the parties hereto only after it has been executed by each of the parties hereto.

**BUYER:**  
**CITY OF GRAND RAPIDS**

**SELLER:**

By: \_\_\_\_\_  
Dale Adams, Mayor

  
\_\_\_\_\_  
David Wigfield



SW 1st Ave

SW 17th St

SE 17th St

Proposed Parcel

Funk  
91-600-0945

City of GR

Pokegama Ave S

David Wigfield

103 NW 7th St.

Grand Rapids, MN 55744

March 3, 2017

Robert Mattei

420 Pokegama Ave North

Grand Rapids, MN 55744

Robert Mattei,

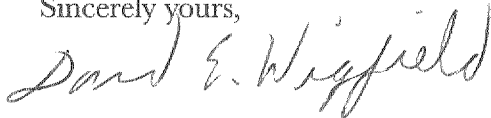
Thank you for checking on the interest the city of Grand Rapids might have in purchasing the Funk property on Pokegama Avenue. For your consideration the estate would like to receive \$4000.00 for this property.

Enclosed are copies of information on the property and information on me being named personal representative for Marcella Funk. Mrs. Funk became owner of the property upon the death of her husband.

I will be in Florida for the remainder of March. If there are any questions or comments I can be reached on my cell phone 218-259-5428 or by e-mail LDwiggy@msn.com.

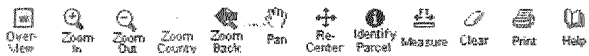
Joe Stauffer at Anderson Law Office is the attorney for the estate. He would also be able to discuss the sale of the property.

Sincerely yours,

A handwritten signature in cursive script that reads "David E. Wigfield". The signature is written in dark ink and is positioned above the printed name.

David Wigfield





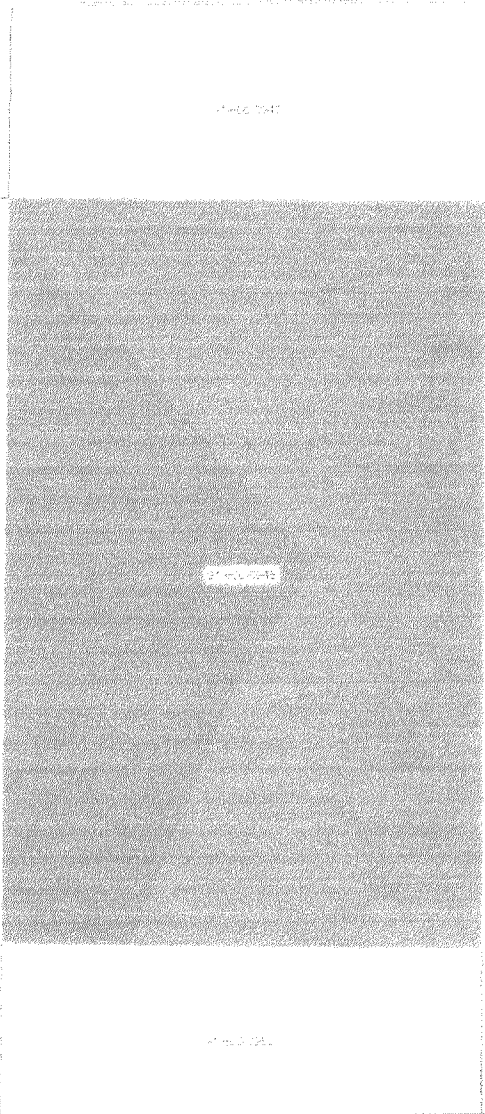
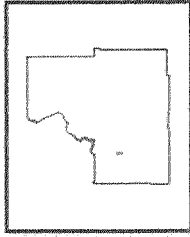
Select a background image:  Parcel Search Ex.:  Zoom To Area:   
Select Image... Find Zoom to...

# Welcome to the Itasca County GIS Map Viewer

Zoom in on the map to reveal more information, or type a pin number into the search box.

Turn on and off background imagery by choosing a layer under select image (you must zoom into the map before the imagery will be visible).

more information can be found by clicking on the help button.



- Legend**
- Selected Features
  - Highlighted Feature
  - Public Boat Ramp
  - Tax Parcel
  - Roads Public/Private
  - PLS Township Line
  - PLS Section Line
  - Lake
  - Stream

[Parcel Information](#)

[CRV Information](#)

[Lake Finder](#)

[FAQ](#)

[Request Info](#)

## 2015 Assessor's Market Values For Taxes Payable In 2016

**Record Details**

**Parcel Number:** [91-600-0945](#)

**Owner of Record**  
**FUNK, DONALD**  
**908 SW 4TH AVE**  
**GRAND RAPIDS MN 55744**

Plat Name:	MCGOWANS ADD.TO GRAND RAPIDS
1st Line of Legal Desc:	E 143FT OF LOTS 4,5,6 BLK 9
Deeded Acres:	0.74
Sec-Twp-Rng:	28-55-25
Lake (# / Name):	
Emergency Number:	NOT AVAILABLE



[View the Itasca County GIS map](#) for this parcel in a **NEW WINDOW**.

This parcel has 1 property tax classification(s). Valuations are provided below for each classification.

<b>Class Code 200 Residential 2-3 units or Vacant Land</b>	<b>Total Land Value = \$10,100</b>		<a href="#">91-600-0945</a> <a href="#">Click here To See The Current Year Tax Record For This Parcel</a> <div style="background-color: #cccccc; padding: 2px; display: inline-block;"> <a href="#">Click here for Last Year's Tax Statement</a> </div>
Land Value:	\$10,100	<b>Total Building Value = \$0</b>	
Building Value:	\$0	<b>Grand Total Value = \$10,100</b>	
Total Class Value:	\$10,100		

Minnesota Counties Information Systems (MCIS) makes no warranties, implied or explicit, as to the accuracy or completeness of this data. The data presented on this site is provided directly by the County, and MCIS merely converts it to a searchable web format. This data is intended to be used for informal informational purposes only. It is not intended for use in abstract work, land surveys, title opinions, appraisals, or any other legal documents or for any other purposes. For up-to-date and/or certified information, the user should contact the County Auditor/Treasurer.

Minnesota Counties Information Systems  
 Grand Rapids, MN  
 Website hosting & maintenance provided by [Data Central](#)

STATE OF MINNESOTA  
COUNTY OF ITASCA

DISTRICT COURT  
NINTH JUDICIAL DISTRICT  
Court File No.:31-PR-16-520

In Re: Estate of  
  
MARCELLA LENORE FUNK,  
Decedent.

ORDER OF FORMAL PROBATE  
OF WILL AND FORMAL  
APPOINTMENT OF PERSONAL  
REPRESENTATIVE

The Petition for Formal Probate of Will and Formal Appointment of Personal Representative, signed by Thomas Funk, 909 NW 9<sup>th</sup> Street, Grand Rapids, MN 55744 AND the Stipulation signed by Debra Johnson, Donna Kriskovich, Marry Ross, James Funk, Thomas Funk, Matt Funk and Joseph Funk, came before this Court on April 11, 2016, 2016. After considering the petition, the Court determines the following:

1. **Petition and Stipulation and Verification.** The petition is complete. The petitioner has made oath or affirmation that the statements contained in the petition are true to the best of the petitioner's knowledge and belief.
2. **Information about the Decedent's Domicile.** At the time of death, the decedent was domiciled in Itasca County, Minnesota at 908 4<sup>th</sup> Avenue SW, Grand Rapids, Minnesota.
3. **Interest of Petitioner.** The petitioner appears from the petition to be an interested person as defined by Minnesota law.
4. **Venue.** Based on the statements in the petition, venue is proper.
5. **Notice.** Any notice required by Minnesota law has been given.
6. **Testamentary Documents.** The decedent's last Will is comprised of the following documents: *(check all that apply)*
  - Will dated February 9, 1998
  - Codicil dated October 27, 2011
  - Separate Writing under Minn. Stat. § 524.2-513 dated [Separate Writing Date]
  - a Separate Writing identified in the Will that has not been located.
7. **Location or Disposition of Testamentary Documents.** *(check only one)*

True and correct copies of the Last Will and Testament and Codicil are attached to the Petition. The location of the originals are unknown to the Petitioner but believed to be in the possession of James Funk.

The heirs have stipulated that the copies of the Will and Codicil filed with the court are the current Will and Codicil of Decedent and there are no objections to them.

8. **Decedent's Death.** The decedent died on September 2, 2015. Petitioner commenced this proceeding within the time limitations prescribed by Minnesota law.

9. **Survival of Heirs.** All persons identified as heirs have survived the decedent by at least 120 hours. *(check appropriate boxes)*

The decedent left no surviving spouse.

The decedent left no surviving issue.

10. **Information about the Personal Representative.** The heirs have stipulated to the appointment of David Wigfield as an independent personal representative.

The petition indicates that no personal representative has been appointed in another county of Minnesota whose appointment has not been terminated.

11. **Administration.** The decedent's Will: *(check only one)*

specifies that the administration of the decedent's estate is to be supervised.

specifies that the administration of the decedent's estate is to be unsupervised.

does not specify that administration of the decedent's estate is to be supervised or unsupervised.

12. **Bond.** The decedent's Will: *(check only one)*

specifies that a bond is to be posted in the amount of [\$ bond amount].

specifies that no bond is to be posted.

does not specify whether bond is required.

13. **Determination of Heirs.** The decedent's heirs under Minnesota law are as identified in the petition.

14. **Objections.** There are no objections to the petition.

**IT IS ORDERED:**

1. The petition is granted, provided that David Wigfield is appointed Personal Representative.

2. The decedent's Will is formally probated.

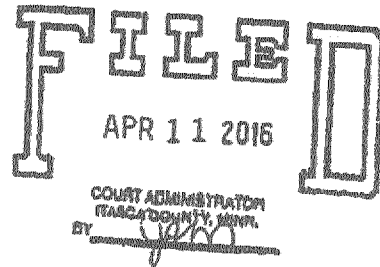
3. The decedent's heirs under Minnesota law are as identified in the petition.

4. David Wigfield with address of 103 NW j7th Street, Grand Rapids, MN 55744, is formally appointed as the personal representative of the decedent's estate, in an unsupervised administration.
5. Letters Testamentary will issue after David Wigfield files a statement of acceptance and oath and posts any required bond.

BY THE COURT

Dated: APRIL 11, 2016

*King Wahneson*  
Judge of District Court



# CERTIFICATE OF DEATH

STATE FILE NUMBER 2015-MN-033053

DECEDENT MARCELLA LENORE FUNK

LAST NAME BEFORE FIRST MARRIAGE GROSSE

ALSO KNOWN AS

SOCIAL SECURITY NUMBER 389 - 12 - 3467

SEX FEMALE

BORN MAY 04, 1918

PLACE OF BIRTH LAMARTINE TOWNSHIP WISCONSIN

DATE OF DEATH SEPTEMBER 02, 2015

PLACE OF DEATH GRAND RAPIDS ITASCA MINNESOTA

MARITAL STATUS WIDOWED (AND NOT REMARRIED)

SPOUSE

LAST NAME BEFORE FIRST MARRIAGE

RESIDENCE GRAND RAPIDS ITASCA MINNESOTA

PARENT ELSIE BLUMKE

PARENT LEO GROSSE

FUNERAL HOME ROWE FUNERAL HOME

DISPOSITION BURIAL

CAUSE OF DEATH

IMMEDIATE CONGESTIVE HEART FAILURE

UNDERLYING

OTHER CONTRIBUTING CONDITIONS

MANNER NATURAL

MEDICAL EXAMINER, MICHAEL B LIEBE, M.D.

CORONER OR PHYSICIAN 1601 GOLF COURSE ROAD, GRAND RAPIDS, MINNESOTA, 55744

DATA ITEM(S) OTHER THAN THE DECEDENT'S NAME OR DATE OF DEATH WAS AMENDED 09/17/2015.

THIS IS A TRUE AND CORRECT RECORD OF DEATH REGISTERED IN THE MINNESOTA OFFICE OF VITAL RECORDS.

MR&C Certificate ID  
9807219



000061070

FILED: SEPTEMBER 03, 2015

*Molly Mulcahy Crawford*

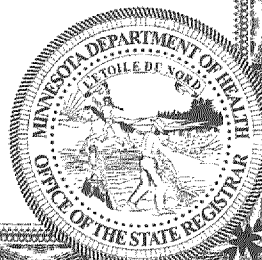
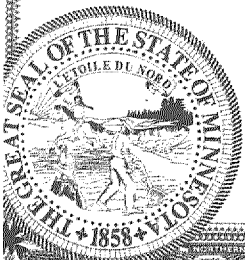
Molly Mulcahy Crawford  
STATE REGISTRAR

ISSUED: JANUARY 25, 2016

ITASCA COUNTY RECORDER

THIS CERTIFICATION IS VALID ONLY WHEN REPRODUCED ON WATERMARKED SECURITY PAPER WITH A RAISED BORDER AND RAISED STATE SEAL OF MINNESOTA.

ANY ALTERATION OR ERASURE VOIDS THIS CERTIFICATE



STATE OF MINNESOTA  
CERTIFICATION OF VITAL RECORD

CERTIFICATE OF DEATH

STATE FILE NUMBER 2013-MN-018173

DECEDENT DONALD ALBERT FUNK  
 LAST NAME BEFORE FIRST MARRIAGE  
 ALSO KNOWN AS  
 SOCIAL SECURITY NUMBER 387 - 12 - 2109  
 SEX MALE  
 BORN JULY 10, 1918  
 PLACE OF BIRTH FOND DU LAC WISCONSIN

---

DATE OF DEATH JUNE 05, 2013  
 PLACE OF DEATH GRAND RAPIDS ITASCA MINNESOTA

---

MARITAL STATUS MARRIED  
 SPOUSE MARCELLA LENORE  
 LAST NAME BEFORE FIRST MARRIAGE GROSSE  
 RESIDENCE GRAND RAPIDS ITASCA MINNESOTA  
 PARENT LAURA BALTHAZOR  
 PARENT EZRA FUNK  
 FUNERAL HOME ROWE FUNERAL HOME  
 DISPOSITION BURIAL

---

CAUSE OF DEATH  
 IMMEDIATE PNEUMONIA  
 UNDERLYING

---

OTHER CONTRIBUTING CONDITIONS

---

MANNER NATURAL  
 MEDICAL EXAMINER, CORONER OR PHYSICIAN MARC A FOWLER, M.D.  
 1801 GOLF COURSE ROAD, GRAND RAPIDS, MINNESOTA, 55744

THIS RECORD HAS NOT BEEN AMENDED

THIS IS A TRUE AND CORRECT RECORD OF DEATH REGISTERED IN THE MINNESOTA OFFICE OF VITAL RECORDS.

MR&C Certificate ID  
9807195

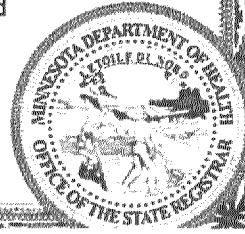
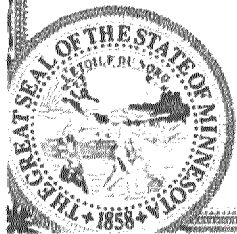
  
 000061069  
 31A-000061069

FILED: JUNE 07, 2013

*Molly Mulcahy Crawford*  
 Molly Mulcahy Crawford  
 STATE REGISTRAR

ISSUED: JANUARY 25, 2016 ITASCA COUNTY RECORDER

THIS CERTIFICATION IS VALID ONLY WHEN REPRODUCED ON WATERMARKED SECURITY PAPER  
WITH A RAISED BORDER AND RAISED STATE SEAL OF MINNESOTA.









# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0222      **Version:** 1      **Name:** Competitive Rail contribution  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 4/4/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **Final action:**  
**Title:** Consider supporting the expansion of competitive rail with a contribution towards the Rail Initiative Pre-Engineering Report  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [IEDC competative rail invoice 040417](#)

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Consider supporting the expansion of competitive rail with a contribution towards the Rail Initiative Pre-Engineering Report

**Background Information:**

One of the council goals/outcomes this year is to “support the expansion of existing business and industry; including, but not limited to: Blandin Paper, One Aviation, and Swan Machine”. One method to support expansion is to create competitive rail. IEDC is leading the feasibility study to create competitive rail. To date they have secured a \$275,000 grant from IRRRB, and a \$50,000 grant from Blandin Foundation. These grants are requesting that there be a local match of \$50,000. IEDC is securing \$5,000 each from Itasca County, City of Cohasset, IEDC, and other local industries.

**Staff Recommendation:**

City staff recommends supporting the expansion of competitive rail with a \$5,000 contribution towards the Rail Initiative Pre-Engineering Report

**Requested City Council Action**

A motion supporting the expansion of competitive rail with a \$5,000 contribution towards the Rail Initiative Pre-Engineering Report

**Itasca Economic Development Corporation**

12 NW 3rd Street  
Grand Rapids, MN 55744



RECEIVED

APR 03 2017

CITY OF GRAND RAPIDS

**Bill To**

City of Grand Rapids  
Attn: *Matt Wegwerth*  
420 Pokegama Ave N  
Grand Rapids, MN 55744

# Invoice

Date	Invoice #
3/30/2017	1086

Terms

Description	Amount
Contribution toward the Rail Initiative pre-engineering report  Attention: Matt Wegwerth	5,000.00
<b>Total</b>	<b>\$5,000.00</b>



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0235      **Version:** 1      **Name:** Consider appointment of Jared Anderson and Jeff Cook to Firefighter Trainee positions.  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 4/5/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **Final action:**  
**Title:** Consider appointment of Jared Anderson and Jeff Cook to Firefighter Trainee positions.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
------	------	-----------	--------	--------

Consider appointment of Jared Anderson and Jeff Cook to Firefighter Trainee positions.

### **Background Information:**

There are two openings for Firefighter Trainee on the Grand Rapids Fire Department. At the March 27, 2017 City Council meeting, the Council established an eligibility list of potential firefighters. Fire Chief Mike Liebel has reviewed the list of candidates and would like to recommend Jared Anderson and Jeff Cook to the positions of Firefighter Trainee effective April 11, 2017.

Jared Anderson is a graduate of Grand Rapids High School and is currently in the Wildland Fire Fighting program at Itasca Community College. He is currently employed by the City of Grand Rapids as a part-time Security Officer at Grand Itasca Clinic & Hospital.

Jeff Cook is a graduate of Eagan High School and has a degree in Natural Resource Management from the University of Minnesota-Crookston. Jeff is currently a Park Ranger through the US Army Corps of Engineers, where he has been employed since 2011.

### **Staff Recommendation:**

Fire Chief Mike Liebel and 1st Assistant Fire Chief Bryan Zuehlke are recommending the appointment of Jared Anderson and Jeff Cook to the positions of Firefighter Trainee subject to successful completion of a background check, drug testing, physical exam, and psychological exam.

### **Requested City Council Action**

Make a motion to consider appointing Jared Anderson and Jeff Cook to the vacant Firefighter Trainee positions effective April 11, 2017 at the current rate of \$12.00 per hour subject to background checks, drug testing, physical exams, and psychological exams.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0236      **Version:** 1      **Name:** Waste Management Lease Amendment  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 4/5/2017      **In control:** City Council  
**On agenda:** 4/10/2017      **Final action:**  
**Title:** Consider an Amendment to the Lease Agreement with Waste Management.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [4-10-17 WM 2017 Final AMENDMENT.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider an Amendment to the Lease Agreement with Waste Management.

**Background Information:**

The City currently has a five-year lease agreement with Waste Management to collect residential waste and recycle. This lease allows for two, five-year extensions by mutual agreement. The attached amendment extends the current lease an additional five years. The key points to this agreement are: 1) The rates will increase twice during the term with an annual average increase of 0.82% from the existing rates, 2) Recycling will be picked up on the same day as waste in every area of the city, and 3) Either party can terminate the agreement after two years with one year notice.

**Staff Recommendation:**

City staff is recommending the attached Amendment to the Lease Agreement with Waste Management.

**Requested City Council Action**

A motion approving the Amendment to the Lease Agreement with Waste Management.

AMENDMENT  
TO THE  
LICENSE AGREEMENT

This amendment ("Amendment") to the License Agreement is made and entered into this \_\_\_ day of March, 2017, between the City of Grand Rapids, Minnesota ("Licensor") and Waste Management of Minnesota, Inc. ("Licensee").

Recitals

The Licensor and Licensee entered into the License Agreement on August 1, 2012 ("License"). The Licensor and Licensee each desire to amend the License to provide for the following changes:

1. The term of the License shall be extended for the first additional five (5) year term commencing August 1, 2017 to July 31, 2022 ("Term").
2. The pricing information contained in Attachment A to the License shall be replaced entirely by the Attachment A attached hereto and incorporated into the License by reference.
3. Both paragraphs of Section F.4 (a) shall be entirely deleted because rate increases for the term of the extension are set forth in Attachment A attached hereto.
4. Section J. shall be enhanced to include Subsection 3: Termination Without Cause: On or after August 1, 2019 through the remaining Term, either party may terminate this License for any reason by providing 365 days' written notice to the other party. Each party shall diligently pursue its obligations under this License until the date of termination.

Except as aforementioned herein, all other terms of the License would continue in full force and effect.

IN WITNESS WHEREOF, Licensor and Licensee have entered into this Amendment to License Agreement that was executed on August 1, 2012. All terms of said License remain in full force and effect unless modified by this Amendment.

**CITY OF GRAND RAPIDS**

**WASTE MAMAGEMENT OF MINNESOTA, INC.**

**BY:** \_\_\_\_\_  
**Mayor Dale Adams**

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

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

**ATTEST:**

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

\_\_\_\_\_  
**Kim Gibeau-Johnson**  
**City Clerk**

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

**By:** \_\_\_\_\_  
**Chad B. Sterle, City Attorney**  
**Approved as to Form and Content**

ATTACHMENT A

Monthly Refuse and Recycling Rates Per Subscribed Household

<b>Cart Sizes</b>	<b>August 1, 2017 - July 31, 2020</b>	<b>August 1, 2020 - July 31, 2022</b>
32 – 35 Gallon (Senior Rate)	\$7.47* per month	\$7.63* per month
32 – 35 Gallon	\$15.18* per month	\$15.49* per month
60 – 65 Gallon	\$19.02* per month	\$19.40* per month
90 – 96 Gallon	\$23.31* per month	\$23.77* per month
Recycling, Any Size	\$3.15 per month	\$3.21 per month
Recycling, Additional Cart	\$0.00 per month	\$0.00 per month

\*All refuse prices are inclusive of Tax, and would begin as shown August 1, 2017.

Licensee shall provide a 32, 64, or 96 gallon recycling cart at the \$3.15 per month rate to each customer who purchases trash collection. If a larger or additional recycling cart is needed, the larger or extra cart will be provided at no additional charge.

Residential trash and recycling collection shall be scheduled on the same day of the week.

Collection of trash from the Central Business District cans one time per week: \$130.00

Metered Per Bag Rate \$5.00 (includes tax).

Extra tags: \$3.00 (includes tax) per tag. Available in packages of 10 (ten).

Licensee will also operate a Saturday Recycling Drop Off Facility located at:

Cub Foods  
2410 Pokegama Avenue South  
Grand Rapids

\*or any other mutually agreed upon location in the City of Grand Rapids

Above rates reflect a scheduled fixed price adjustment on August 1, 2020 of the License. The scheduled increase will be at a rate of 2%. In addition, the charges shall be adjusted to reflect any new or increases in disposal costs, federal, state, county, or local taxes or fees. If disposal cost increases equal \$0.50 per home per month or more, Waste Management will notify the City in advance.

Additional Items

Item Description	Cost per Item
Appliances (washers, dryers, stoves, dishwashers, hot water heaters)	\$40.00
Air Conditioners	\$40.00
Mattress	\$25.00
Sofa	\$30.00
Chair, Kitchen	\$ 5.00
Chair, Stuffed	\$20.00

Tax is not included in per item cost