



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail - Final-revised City Council

Monday, March 27, 2017

5:00 PM

City Hall Council Chambers

Amended 3-27-2017

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, March 27, 2017 at 5:00 p.m. in City Hall 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. 17-0175 Closed meeting summary.

2. 17-0190 Consider voiding lost Accounts Payable check #130264, issue a new check and waiving bond requirements for check issued to Down Range Training Concepts, in the amount of \$350.00.

Attachments: Lost Check Affidavit.pdf

3. 17-0192 Consider adopting a resolution certifying the target area for commercial rehabilitation projects meets the Program's standards for a blighted area for the Small Cities Development Program (SCDP) application.
Attachments: [SCDP Resolution: Slum & Blight Conditions](#)
[SCDP Commercial Target Area](#)
[Original Slum & Blight Letter](#)
4. 17-0193 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.
5. 17-0194 Consider adopting a resolution accepting a donation of a bronze casting of a wood duck from Anne and Ron Radecki to the Arts and Culture Commission.
Attachments: [Radecki-Art and Culture Donation](#)
6. 17-0197 Consider approving a temporary liquor application for St. Joseph's Church, event scheduled for April 29, 2017.
Attachments: [St. Joseph's Church liquor license application](#)
7. 17-0199 Seasonal Golf Employees
Attachments: [2017 RCA Seasonal Wages March 27 .pdf](#)
8. 17-0201 Consider approving an Off Sale Liquor License to Grand Rapids Super One Liquor, LLC.
9. 17-0202 Consider approving a new Off Sale 3.2% Liquor License to Miner's Incorporated for the period April 19, 2017 through December 31, 2017.
10. 17-0203 Wage increase for GIS Intern.
11. 17-0206 Completion of Introductory Period for City Engineer Matthew Wegwerth.

**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 DEPARTMENT HEAD REPORT
PM**

Community Development ~ Rob Mattei

**5:27 COMMUNITY DEVELOPMENT
PM**

12. 17-0191 Consider authorizing the quote submitted by Rapids Plumbing and Heating for the installation of a new indirect water heater at Central School.

Attachments: [Rapids Plumbing Central School Water Heater.pdf](#)

**5:32 ENGINEERING
PM**

13. 17-0200 Consider a resolution awarding a contract for CP 2009-1, 2017 Infrastructure Improvements Project.

Attachments: [3-27-17 Resolution CP 2009-1 Award Contract](#)

14. 17-0208 Consider a temporary license agreement between Home Depot U.S.A., Inc and the City of Grand Rapids

Attachments: [HomeDepot temporary license 032717](#)

**5:42 ADMINISTRATION DEPARTMENT
PM**

15. 17-0196 Approve the eligibility list for Firefighter Trainee for the City of Grand Rapids.

16. 17-0207 Consider an ordinance granting a new natural gas franchise agreement to Minnesota Energy Resources Corporation (MERC).

Attachments: [3-27-17 Franchise Agreement \(22 years\) - Northern MN Utilities UtiliCorpUnitec](#)
[3-27-17 MERC 04-03-03 - Amending Ord.pdf](#)
[3-27-17 MERC WEC Model Gas Franchise Ordinance Grand Rapids 2017.pdf](#)

**5:52 VERIFIED CLAIMS
PM**

17. 17-0195 Consider approving the verified claims for the period March 7, 2017 to March 20, 2017 in the total amount of \$845,975.35, of which \$378,556.25 are bond payments.

Attachments: [COUNCIL BILL LIST 03-27-17.pdf](#)

**5:57 ADJOURNMENT
PM**

NEXT REGULAR MEETING IS SCHEDULED FOR APRIL 10, 2017 AT 5:00 P.M.

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

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0175 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Passed
File created: 3/9/2017 **In control:** City Council
On agenda: 3/27/2017 **Final action:** 3/27/2017
Title: Closed meeting summary.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Closed meeting summary.

Background Information:

Council met on Monday, February 13, 2017 and February 27, 2017 in closed session to discuss performance evaluation of Tom Pagel, City Administration.

Staff Recommendation:

[Enter Recommendation Here]

Requested City Council Action

[Enter Action by Here]



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0190 **Version:** 1 **Name:** Lost Accounts Payable Check
Type: Agenda Item **Status:** Passed
File created: 3/16/2017 **In control:** City Council
On agenda: 3/27/2017 **Final action:** 3/27/2017

Title: Consider voiding lost Accounts Payable check #130264, issue a new check and waiving bond requirements for check issued to Down Range Training Concepts, in the amount of \$350.00.

Sponsors:

Indexes:

Code sections:

Attachments: [Lost Check Affidavit.pdf](#)

Date	Ver.	Action By	Action	Result
3/27/2017	1	City Council		

Consider voiding lost Accounts Payable check #130264, issue a new check and waiving bond requirements for check issued to Down Range Training Concepts, in the amount of \$350.00.

Background Information:

Accounts payable check #130264 issued to Down Range Training Concepts on February 11, 2017 is lost. Paul Braun for Down Range Training Concepts has completed an Affidavit of Lost Check.

Requested City Council Action

Make a motion to void lost Accounts Payable check #130264, issue a new check and waiving bond requirements for check issued to Down Range Training Concepts in the amount of \$350.00.

AFFIDAVIT

STATE OF) Minnesota

) SS

COUNTY OF) Itasca

Down Range Training Concepts, being first duly sworn on oath, states that he/she resides at **4701 98th Ave, Clear Lake, MN, 55319** and that he/she is the payee named in a check number **130264**, issued to **Down Range Training Concepts**, drawn by **City of Grand Rapids** dated **02/21/2017**, for the sum of **\$350.00**; that to my knowledge this check was never endorsed by me, that I did not authorize anyone to endorse it for me, and that the circumstances of the loss or destruction of the check are as follows:

Vendor lost Accounts Payable check

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

SIGNED



Subscribed and sworn to before me

This 22nd day of March, 2017.



Notary Public





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	17-0192	Version:	1	Name:	Consider adopting a resolution certifying the target area for commercial rehabilitation projects meets the Program's standards for a blighted area for the Small Cities Development Program (SCDP) application.
Type:	Agenda Item	Status:			Passed
File created:	3/21/2017	In control:			City Council
On agenda:	3/27/2017	Final action:			3/27/2017
Title:	Consider adopting a resolution certifying the target area for commercial rehabilitation projects meets the Program's standards for a blighted area for the Small Cities Development Program (SCDP) application.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	SCDP Resolution: Slum & Blight Conditions SCDP Commercial Target Area Original Slum & Blight Letter				

Date	Ver.	Action By	Action	Result
3/27/2017	1	City Council		

Consider adopting a resolution certifying the target area for commercial rehabilitation projects meets the Program's standards for a blighted area for the Small Cities Development Program (SCDP) application.

Background Information:

The standards for the SCDP require that the buildings with the target area identified for commercial rehabilitation projects are evaluated/surveyed, and that it be determined that at least 25% meet the criteria for a substandard building.

Community Development Department staff performed that evaluation and verified that the 25% threshold is met in the target area, identified the number of buildings in the target area, and also identified the number of substandard buildings.

The information, in the attached draft resolution, is the same information the City Council approved authorizing submission of in "letter form" in February, as part of the City's SCDP Grant Application. As part of their grant application review, DEED has requested a City Resolution identifying the "Slum and Blight" conditions in the commercial target area, in place of the letter (*attached*) previously submitted.

Requested City Council Action

Consider adopting a resolution certifying the target area for commercial rehabilitation projects meets the Program's standards for a blighted area for the Small Cities Development Program (SCDP) application.

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

RESOLUTION NO. 17-_____

RESOLUTION IDENTIFYING “SLUM AND BLIGHT” CONDITIONS IN A TARGETED AREA OF THE CITY OF THE CITY GRAND RAPIDS

WHEREAS the City of Grand Rapids is undertaking a program of downtown revitalization and redevelopment, and

WHEREAS the City of Grand Rapids has identified a specific area hereinafter referred to as the “Slum and Blight” area in which revitalization activities will occur, and

WHEREAS the Grand Rapids City Council has assessed the target area for purposes of the 2017 SCDP Grant application and determined that the area can be characterized as blighted by reason of “dilapidation, obsolescence, overcrowding, faulty arrangement or design, lack of ventilation, light, and sanitary facilities, excessive land coverage, deleterious land use, or obsolete layout, or any combination of these or other factors, are detrimental to the safety, health, morals, or welfare of the community” in accordance with Minnesota Statute 469.002, Subd. 11. Of the 234 parcels within the target area, 178 of them are occupied by buildings or other improvements. Of the 124 buildings in the target area, 59 (or 48%) of them are structurally substandard and none are dilapidated.

FUTHERMORE the Grand Rapids City Council has identified deteriorating conditions due to the inability of commercial structures to meet codes, and general deterioration of building exteriors in the downtown area.

NOW THEREFORE BE IT RESOLVED, by the City Council of Grand Rapids, Minnesota, that the area identified as the target area in the attached map is characterized by conditions meeting the definition of “Slum and Blight.”

Adopted this 27th day of March, 2017.

Signature (Mayor)

Signature (City Administrator)

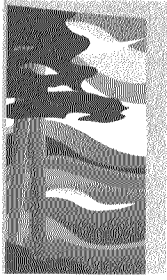
Council member _____ seconded the foregoing resolution and the following voted in favor thereof: _____ ; and the following voted against same: _____ ; whereby the resolution was declared duly passed and adopted.

SCDP Commercial Rehab Target Area



610 305 0 610 Feet





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

ADMINISTRATION DEPARTMENT

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

February 13, 2017

Mr. Patrick Armon
MN Department of Employment and Economic Development
1st National Bank Building
332 Minnesota Street, Suite E200
St. Paul, MN. 55101-1351

Dear Mr. Armon,

This letter serves to provide support for the Small Cities Development Program (SCDP) application for the city of Grand Rapids, and certifying that the target area for commercial rehabilitation projects in Grand Rapids meets the standard for a blighted, as defined by Minnesota Statutes 469.002, subd.11.

The commercial rehabilitation activity, proposed to be undertaken through this application, meets the federal objective of removing slum and blighted conditions, as well as to alleviate conditions that contribute to the expansion and continuation of slum and blighted areas.

Staff from the City of Grand Rapids Community Development department recently performed inspections and windshield surveys, which document that the conditions in the project area meet the statutory definition of a blighted area.

Those inspections recorded a total of 124 buildings (including commercial, residential, municipal and any other) in the target area. A total of 59 of these buildings qualify as being substandard, or 48%. This exceeds the requirement that at least 25% of the buildings in the target area must be substandard to apply for SCDP funds.

Sincerely,

Dale Adams
Mayor



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0193 **Version:** 1 **Name:** Spring Employee (2)
Type: Agenda Item **Status:** Passed
File created: 3/21/2017 **In control:** City Council
On agenda: 3/27/2017 **Final action:** 3/27/2017
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
3/27/2017	1	City Council		

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 March 27, 2017 and complete employment by May 31, 2017.

Isabelle Bailey, Youth Instructor/Lifeguard, \$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 #:	17-0194	Version:	1	Name:	Consider accepting a donation of a bronze casting of a wood duck from Anne and Ron Radecki to the Arts and Culture Commission.
Type:	Agenda Item	Status:		Status:	Passed
File created:	3/21/2017	In control:		In control:	City Council
On agenda:	3/27/2017	Final action:		Final action:	3/27/2017
Title:	Consider adopting a resolution accepting a donation of a bronze casting of a wood duck from Anne and Ron Radecki to the Arts and Culture Commission.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Radecki-Art and Culture Donation				

Date	Ver.	Action By	Action	Result
3/27/2017	1	City Council		

Consider adopting a resolution accepting a donation of a bronze casting of a wood duck from Anne and Ron Radecki to the Arts and Culture Commission.

Background Information:

On April 20, the first annual Mayor's Arts Award for a business/organization that supports the arts will be presented at the Chamber Annual Dinner. Anne and Ron Radecki graciously offered to donate the art piece to be used as the award.

Staff Recommendation:

Consider approving a resolution to accept a bronze casting of a wood duck from Anne and Ron Radecki to be used for the Mayor's Arts Award.

Requested City Council Action

Make a motion to adopt a resolution accepting and approving a donation of a bronze casting of a wood duck.

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

RESOLUTION NO. 17-

A RESOLUTION ACCEPTING A BRONZE CASTING OF A WOOD DUCK FROM ANNE & RON RADECKI WITH AN ESTIMATED VALUE OF \$ 75.00 TO THE ARTS AND CULTURE COMMISSION

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

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

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

- Anne and Ron Radecki has donated a bronze casting of a wood duck at an approximate value of \$ 75.00 to the Arts and Culture Commission to be presented as the Mayor's Arts Award.

Adopted this 27th day of March, 2017

Dale C. Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0197 **Version:** 1 **Name:** Consider approving a temporary liquor application for St. Joseph's Church, event scheduled for April 29, 2017.

Type: Agenda Item **Status:** Passed

File created: 3/22/2017 **In control:** City Council

On agenda: 3/27/2017 **Final action:** 3/27/2017

Title: Consider approving a temporary liquor application for St. Joseph's Church, event scheduled for April 29, 2017.

Sponsors:

Indexes:

Code sections:

Attachments: [St. Joseph's Church liquor license application](#)

Date	Ver.	Action By	Action	Result
3/27/2017	1	City Council		

Consider approving a temporary liquor application for St. Joseph's Church, event scheduled for April 29, 2017.

Background Information:

The Reif Arts Council has submitted an application for a 1 to 4 day temporary liquor permit for April 29, 2017. The event is schedule to take place at St. Joseph's Church, 315 SW 21st Street. 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 St. Joseph's Church, event to be held at St. Joseph's Church on April 29, 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	Date organized	Tax exempt number	
St. Joseph's Church	1894	8806214	
Address	City	State	Zip Code
315 SW 21st St	Grand Rapids	Minnesota	55744
Name of person making application	Business phone	Home phone	
Nancy Kopacek	218-326-2843		
Date(s) of event	Type of organization		
April 29, 2017	<input type="checkbox"/> Club <input type="checkbox"/> Charitable <input checked="" type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name	City	State	Zip Code
Fr. Jerome Weiss	Grand Rapids	Minnesota	55744
Organization officer's name	City	State	Zip Code
		Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	
Organization officer's name	City	State	Zip Code
		Minnesota	

Location where permit will be used. If an outdoor area, describe.
 Inside social hall and gathering space of church.

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

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

APPROVAL

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

GRAND RAPIDS
 City or County approving the license

\$20.-
 Fee Amount

3-13-17
 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**

Certificate of Coverage

Date: 3/7/2017

Certificate Holder Diocese of Duluth Chancery Office 2830 East Fourth Street Duluth, MN 55812	This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.
Covered Location St Joseph Parish 315 W 21st Street Grand Rapids, MN 55744	Company Affording Coverage THE CATHOLIC MUTUAL RELIEF SOCIETY OF AMERICA 10843 OLD MILL RD OMAHA, NE 68154

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate 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 coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability <input checked="" type="checkbox"/> Occurrence <input type="checkbox"/> Claims Made	8450	4/1/2017	4/1/2018	Each Occurrence	
					General Aggregate	1,000,000
					Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)

Coverage only extends for claims arising out of St. Joseph Parish's fundraiser, with dinner, bingo, raffles and silent auction on May 5, 2017. Liquor Liability Included.

Holder of Certificate	Cancellation
Additional Protected Person(s) City of Grand Rapids 420 Pokegama Avenue N Grand Rapids, MN 55744	Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	Authorized Representative

0027000708

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 5/5/2017

Cancellation Date of Endorsement: 5/6/2017

Certificate Holder: Diocese of Duluth
Chancery Office
2830 East Fourth Street
Duluth, MN 55812

Location: St Joseph Parish
315 SW 21st Street
Grand Rapids, MN 55744

Certificate No. 8450 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)

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

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):

Coverage only extends for claims arising out of St. Joseph Parish's fundraiser, with dinner, bingo, raffles and silent auction on May 5, 2017. Liquor Liability Included.


Authorized Representative

SAINT JOSEPH'S CATHOLIC CHURCH

47520

Vendor	Date	Description	Invoice #	Account	Amount
CITY OF GRA...	Mar 13 2017	Liquor License		2999.6001.1.CE	20.00

Mar 13 2017
47520

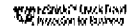
CITY OF GRAND RAPIDS
420 NORTH POKEGAMA AVENUE GRAND RAPIDS MN 55744

20.00

47520

SAINT JOSEPH'S CATHOLIC CHURCH
315 SW 21ST STREET
GRAND RAPIDS, MN 55744

GRAND RAPIDS
STATE BANK
1884
75-1117-912

 Member FDIC

47520

Twenty and no/100***
DATE: Mar 13 2017
Dollars AMOUNT: \$**20.00**

PAY
TO THE
ORDER
OF

CITY OF GRAND RAPIDS
420 NORTH POKEGAMA AVENUE
GRAND RAPIDS MN 55744



Anna A. [Signature]

AUTHORIZED SIGNATURE

⑈047520⑈ ⑈091211170⑈ ⑈080062⑈

Security Features: Details on Back



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0199 **Version:** 1 **Name:** Seasonal Golf Employees
Type: Agenda Item **Status:** Passed
File created: 3/22/2017 **In control:** City Council
On agenda: 3/27/2017 **Final action:** 3/27/2017
Title: Seasonal Golf Employees

Sponsors:

Indexes:

Code sections:

Attachments: [2017 RCA Seasonal Wages March 27 .pdf](#)

Date	Ver.	Action By	Action	Result
3/27/2017	1	City Council		

Seasonal Golf Employees

Background Information:

The attached file lists employees to be considered for seasonal employment at Pokegama Golf Course

Staff Recommendation:

Approve the attached list of names/positions/wages for seasonal work at Pokegama Golf Course

Requested City Council Action

Consider approving the hiring of the attached list of people at the wages indicated for seasonal employment at Pokegama Golf Course.

Employment to begin no sooner than March 28, 2017 and end no later than October 31, 2017.

Wages and related expenses are to be paid out of the 2017 golf course budgeted funds.

NAME	DEPARTMENT		2017 Wage
Baril, Kent W.	Golf Course	Maintenance	\$ 12.00
Huson, Shari L.	Golf Course	Cashier	\$ 11.00
Kottke, Reed C.	Golf Course	Cashier	\$ 9.75
Kromy, Mikayla J.	Golf Course	Cashier	\$ 10.00
Laakso, Marty L.	Golf Course	Maintenance	\$ 9.75
Petermeier, Emma J.	Golf Course	Cashier	\$ 9.75
Saunders, Joshua D.	Golf Course	Maintenance	\$ 11.75
Skelly, Kirk P.	Golf Course	Cashier	\$ 11.00
Taylor, Judith M.	Golf Course	Cashier	\$ 9.75
Wohlrabe, Jeffrey C.	Golf Course	Outdoor Services	\$ 9.75
Bill Carnes	Golf Course	Maintenance	\$ 9.50
Sharon Carnes	Golf Course	Maintenance	\$ 9.50
Brady Baird	Golf Course	Maintenance	\$ 9.50
Jamie Hernandez	Golf Course	Maintenance	\$ 9.50
Reidar Jensen	Golf Course	Maintenance	\$ 9.50
Logan Kuschel	Golf Course	Outdoor Services	\$ 9.50
Anthony DelGreco	Golf Course	Outdoor Services	\$ 9.50
These Seasonal Employees to start no sooner than March 28, 2017			
These Seasonal Employees to end no later than October 31, 2017			
March 27, 2017 RCA			



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0201 **Version:** 1 **Name:** Schedule a public hearing on April 10, 2017 at 5:30 p.m. to receive public input as it relates to the issuance of an Off Sale Liquor License to Grand Rapids Super One Liquor, LLC.

Type: Agenda Item **Status:** Passed

File created: 3/22/2017 **In control:** City Council

On agenda: 3/27/2017 **Final action:** 3/27/2017

Title: Consider approving an Off Sale Liquor License to Grand Rapids Super One Liquor, LLC.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
3/27/2017	1	City Council		

Consider approving an Off Sale Liquor License to Grand Rapids Super One Liquor, LLC.

Background Information:

Super One Liquor, LLC is in the process of of acquiring Jerry's Warehouse Liquors located at 1509 NW 4th Street, Grand Rapids, Minnesota. Super One Liquor is currently completing its due diligence process and anticipate taking over on or about April 19, 2017.

Staff Recommendation:

Requested City Council Action

Make a motion to approve an Off Sale Liquor License for Super One Liquor, LLC.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0202 **Version:** 1 **Name:** Schedule a public hearing on April 10, 2017 at 5:30 p.m. to receive public input as it relates to the issuance of an Off Sale 3.2% Liquor License to Miner's Incorporated.

Type: Agenda Item **Status:** Passed

File created: 3/22/2017 **In control:** City Council

On agenda: 3/27/2017 **Final action:** 3/27/2017

Title: Consider approving a new Off Sale 3.2% Liquor License to Miner's Incorporated for the period April 19, 2017 through December 31, 2017.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
3/27/2017	1	City Council		

Consider approving a new Off Sale 3.2% Liquor License to Miner's Incorporated for the period April 19, 2017 through December 31, 2017.

Background Information:

Miner's Incorporated is acquiring Cub Foods located at 2410 South Pokegama Avenue in Grand Rapids, Minnesota. Miner's is currently completing its due diligence process and anticipate taking over the Grand Rapids Cub Foods store on or about April 19, 2017.

Staff Recommendation:

Requested City Council Action

Make a motion to approve a new Off Sale 3.2% Liquor License to Grand Rapids Super One Foods #515.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0203 **Version:** 1 **Name:** Wage increase for GIS Intern.
Type: Agenda Item **Status:** Passed
File created: 3/23/2017 **In control:** City Council
On agenda: 3/27/2017 **Final action:** 3/27/2017
Title: Wage increase for GIS Intern.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
3/27/2017	1	City Council		

Wage increase for GIS Intern.

Background Information:

Seth Jetland, GIS Intern, was hired on October 11, 2016. Seth has worked on various GIS and stormwater projects over the past 6 months. He has done an excellent job, is a hard worker and comes to work with a great attitude. Based on his performance, City Engineer Matt Wegwerth is recommending increasing Seth's hourly rate from \$10.00 to \$11.00 effective April 11, 2017.

Staff Recommendation:

City Engineer Matt Wegwerth and Human Resources Director Lynn DeGrio are recommending increasing GIS Intern Seth Jetland's hourly rate from \$10.00 to \$11.00 effective April 11, 2017.

Requested City Council Action

Make a motion to increase GIS Intern Seth Jetland's hourly wage from \$10.00 to \$11.00 effective April 11, 2017.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0206 **Version:** 1 **Name:** Completion of Introductory Period for City Engineer Matthew Wegwerth.
Type: Agenda Item **Status:** Passed
File created: 3/23/2017 **In control:** City Council
On agenda: 3/27/2017 **Final action:** 3/27/2017
Title: Completion of Introductory Period for City Engineer Matthew Wegwerth.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
3/27/2017	1	City Council		

Completion of Introductory Period for City Engineer Matthew Wegwerth.

Background Information:

Matthew Wegwerth, City Engineer, was hired on August 29, 2016. A *Performance Appraisal* was completed by City Administrator Tom Pagel on March 8, 2017. Through that evaluation, it was determined that Matt's performance is either meeting or exceeding the job requirements.

Pursuant to the City's Personnel Policy, *Upon successful completion of the introductory period of service, an employee is granted permanent status in that position.* City Administrator Pagel has found that Matt is doing a great job. Mr. Pagel, in accordance with the Policy, has recommended to the Council he be granted permanent status.

Staff Recommendation:

City Administrator Tom Pagel, in accordance with the policy, is recommending to the City Council that Matthew Wegwerth be granted permanent status in the position of City Engineer. Based upon the evaluation of Matt's performance, and in accordance with Section 4.9.7 of the Personnel Policy, it further recommended he be granted a 5% salary increase effective February 28, 2017, the last day of the introductory period, bringing his adjusted annual salary to \$86,519.81.

Requested City Council Action

Make a motion to consider granting permanent status to Matthew Wegwerth in his position of City Engineer and increase his salary by 5%, effective February 28, 2017.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0191 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Passed
File created: 3/20/2017 **In control:** City Council
On agenda: 3/27/2017 **Final action:** 3/27/2017
Title: Consider authorizing the quote submitted by Rapids Plumbing and Heating for the installation of a new indirect water heater at Central School.

Sponsors:

Indexes:

Code sections:

Attachments: [Rapids Plumbing Central School Water Heater.pdf](#)

Date	Ver.	Action By	Action	Result
3/27/2017	1	City Council		

Consider authorizing the quote submitted by Rapids Plumbing and Heating for the installation of a new indirect water heater at Central School.

Background Information:

The water heater at Central School is in need of an upgrade. With the growth of True North Salon the existing 40 gallon electric water heater does not have the capacity or recovery time to handle the hot water usage. At times of high use, the salon hair stations run out of hot water which negatively effects their business. We propose a 67 gallon indirect water heater using one of the existing boilers as the heat source. This new water heater will have the capacity to accommodate the existing hot water use and future expansion or addition of tenants. The low quote for this work came from Rapids Plumbing and Heating in the amount of \$4,785.00.

Requested City Council Action

Adopt a motion authorizing the quote submitted by Rapids Plumbing and Heating in the amount of \$4,785.00 for the installation of a new 67 gal. indirect water heater at Central School.

RAPIDS

Plumbing & Heating, Inc.
Mechanical Contractors

PROPOSAL OCS WATER HEATER UPGRADE Revised

February 15, 2017

To: Nathan Morlan
From: Jim Shaw

We propose to furnish all labor and material to remove the existing electric water heater and replace it with a Lochinvar Squire indirect water heater.

The Squire will be a model SIT065 with a 67 gallon capacity. This heater is designed to work with the Lochinvar Knight boilers simplifying the electrical hook-ups.

The indirect water heater will utilize the lead boiler as the heat source.

Price: _____ **\$4,785.00**

I lieu of the indirect water heater we propose to furnish all labor and material to install a 50 gallon power vent water heater. The new heater will move to the east of the boilers and will vent through the north wall of the building requiring us to core drill the wall. The water heater proposed is a Bradford White, model RG1PV50S6N.

Price: _____ **\$4,180.00**

Building permit by you.

James O. Shaw



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0200 **Version:** 1 **Name:** CP 2009-1 Award Contract
Type: Agenda Item **Status:** Passed
File created: 3/22/2017 **In control:** City Council
On agenda: 3/27/2017 **Final action:** 3/27/2017
Title: Consider a resolution awarding a contract for CP 2009-1, 2017 Infrastructure Improvements Project.
Sponsors:
Indexes:
Code sections:
Attachments: [3-27-17 Resolution CP 2009-1 Award Contract](#)

Date	Ver.	Action By	Action	Result
3/27/2017	1	City Council		

Consider a resolution awarding a contract for CP 2009-1, 2017 Infrastructure Improvements Project.

Background Information:

On Thursday, March 9, 2017, at 10:00 am, bids were opened and public read. The following bids were received:

Bidder	Base Bid
Engineer's Estimate	\$2,700,000.00
Casper Construction	\$2,219,424.00
TNT Aggregates	\$2,508,999.99
Utility Systems of America	\$2,829,102.35
Wagner Construction	\$3,147,041.75
Ulland Brothers	\$3,178,927.00

Staff Recommendation:

City staff recommends adopting a resolution awarding CP 2009-1, 2017 Infrastructure Improvements Project, to Casper Construction in an amount of \$2,219,424.00.

Requested City Council Action

A motion adopting a resolution awarding CP 2009-1, 2017 Infrastructure Improvements Project, to Casper Construction in an amount of \$2,219,424.00.

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

RESOLUTION NO. 17-__

**A RESOLUTION ACCEPTING BID FOR
2017 Infrastructure Improvements Project
City Project 2009-1**

WHEREAS, pursuant to an advertisement for the 2017 Infrastructure Improvements Project, which includes the reconstruction of public infrastructure along 4th Avenue NW from 9th Street NW to 13th Street NW, 13th Street NW from Highway 38 to its west termini, 9th Street NE from 3rd Avenue NE to Reynolds Street, the 8th Ave NE Storm Water Improvements, 14th St NW from Hwy 38 to the ISD 318 property and the Fairgrounds Road sidewalk, by reconstructing streets, storm sewer, sanitary sewer, street lights, sidewalks, and associated appurtenances. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid
Engineer's Estimate	\$2,700,000.00
Casper Construction	\$2,219,424.00
TNT Aggregates	\$2,508,999.99
Utility Systems of America	\$2,829,102.35
Wagner Construction	\$3,147,041.75
Ulland Brothers	\$3,178,927.00

WHEREAS, the City Engineer is recommending the Base Bid be awarded to Casper Construction;

WHEREAS, it appears that Contractor is a responsible bidder, and;

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with Casper Construction in the name of the City of Grand Rapids for Grand Rapids Project 2009-1 for a total contract amount of \$2,219,424.00 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 27th day of March, 2017.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0208 **Version:** 1 **Name:** Airport - Home Depot Temp License
Type: Agenda Item **Status:** Passed
File created: 3/27/2017 **In control:** City Council
On agenda: 3/27/2017 **Final action:** 3/27/2017
Title: Consider a temporary license agreement between Home Depot U.S.A., Inc and the City of Grand Rapids

Sponsors:

Indexes:

Code sections:

Attachments: [HomeDepot temporary license 032717](#)

Date	Ver.	Action By	Action	Result
3/27/2017	1	City Council		

Consider a temporary license agreement between Home Depot U.S.A., Inc and the City of Grand Rapids

Background Information:

The attached temporary license agreement authorizes the City of Grand Rapids to enter Home Depot property for the purpose of clearing trees that are an obstruction to the airport runway approach path. The removal of these trees is required by the FAA and is needed to maintain safe operations. The rental fee for this license is \$10.00.

Staff Recommendation:

City staff recommends approving a temporary license agreement between Home Depot U.S.A., Inc and the City of Grand Rapids

Requested City Council Action

A motion approving a temporary license agreement between Home Depot U.S.A., Inc and the City of Grand Rapids

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (this "License") is made and entered into as of this ____ day of _____, 2017, between HOME DEPOT U.S.A., INC., a Delaware corporation ("Licensor"), and CITY OF GRAND RAPIDS, a Minnesota municipal corporation ("Licensee").

W I T N E S S E T H:

1. Licensor, for and in consideration of the rents, covenants, agreements and stipulations hereinafter mentioned, does hereby grant Licensee, and Licensee hereby accepts upon the terms hereinafter stated, a license to occupy a portion of the Home Depot property located at 2600 South Highway 169, Grand Rapids, MN 57744 (the "HD Property") in the area hatched on Exhibit "A" attached hereto and made a part hereof (the "Premises"). The term of this License shall be from March 28, 2017 to June 1, 2017, unless earlier terminated by Licensee or Licensor as provided herein. When used herein, the term "Licensee" shall include any and all vendors, contractors and employees operating at the Premises at any time by virtue of this License.

2. The rental for such license shall be Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

3. The Premises shall not be used for any illegal purpose, and shall not be used in violation of any rule, regulation, ordinance or statute of any governmental body, or in any manner to create any nuisance or trespass. Licensee shall be responsible for obtaining any and all necessary governmental permits and approvals from the appropriate municipalities.

4. Licensor shall deliver to the Premises in as-is condition, and Licensee shall accept the Premises in such condition.

5. Licensee shall have the right to enter upon the HD Property for the purpose of removing certain trees located on the Premises as per City of Grand Rapids airport regulations. Licensee shall not interfere with the business operations of Licensor on the HD Property. Either party may terminate this License at any time upon written notice to the other party and such termination shall be effective forty eight (48) hours following receipt of such notice.

6. Licensee shall be responsible for any and all equipment located on the Premises, and shall repair any damage to the Premises caused by the removal of the trees located on the Premises. Within two (2) days of the trees being removed, Licensee shall stabilize the ground with sod. Licensee shall at all times during the term of this License, monitor the Premises to ensure no sediment is deposited into the adjacent detention pond. If any sediment is deposited into the adjacent detention pond, Licensee shall immediately notify Licensor, and Licensee shall be solely responsible for any and all costs or expenses incurred by Licensor in removing said sediment and bringing the detention pond back into its properly functioning condition. During the tree removal process, Licensee agrees to provide photos prior to start and after the work is completed, including in the area of the pond, pond outlet and across the Premises. Licensor shall not be obligated to maintain the Premises or to expend any funds whatsoever to maintain, repair, or insure the Premises, Licensee's interest in the Premises, or Licensee's equipment located in or on the Premises, or otherwise to perform any obligations with regard to the Premises.

7. Licensee's equipment located on or about the Premises shall be and remain at Licensee's sole risk. Licensor shall not be liable for, and Licensee hereby releases Licensor from, any and all liability for theft thereof or any damage thereto occasioned by any act of God or by any acts, omissions or negligence of any persons other than the gross negligence or willful misconduct of Licensor. Licensee shall be liable for and shall indemnify, defend and hold Licensor harmless from and against any and all loss, cost, claims, damage and expense threatened against or incurred by Licensor arising from or out of the rights granted herein. Licensee further indemnifies Licensor against all materialmen's and mechanic's liens with regard to the Premises, except as may be occasioned by the acts of Licensor. Licensee shall not permit or suffer any mechanic's liens claims to be filed or otherwise asserted against the Premises or the HD Property and shall promptly discharge

the same in case of the filing of any claims for liens or proceedings for the enforcement thereof. The terms and provisions of this paragraph shall survive the expiration or termination of this License.

8. Licensee shall provide and keep in full force and effect, at Licensee's cost (i) commercial general liability insurance with respect to the Premises with limits of not less than One Million Dollars (\$2,000,000.00) per occurrence and Two Million Dollars (\$5,000,000.00) in the aggregate, both of which shall cover Licensee and name Licensor as an additional insured, and (ii) all-risk property insurance covering all of Licensee's personal property and equipment placed in the Premises. Licensee shall provide evidence of such insurance to Licensor prior to entering the Premises.

9. Time is of the essence of this License. This License contains the entire agreement of the parties and no representations, inducements, promises, or agreements, oral or otherwise, between the parties not embodied herein, shall be of any force or effect. No estate shall pass out of Licensor pursuant to this License; Licensee has only a license, not subject to levy and sale and not assignable by Licensee.

10. All notices and demands provided herein shall be personally delivered or sent by US Mail to the parties at the following addresses:

If to Licensor: Home Depot U.S.A., Inc.
2455 Paces Ferry Road, C-20
Atlanta, Georgia 30339
Attn: Sr. Corporate Counsel

If to Licensee: City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744-2662

11. This License and the performance hereof, shall be governed, interpreted, construed and regulated by the laws of the State of Minnesota.

12. This License may be executed in multiple counterparts, each of which, when so executed and delivered, shall be deemed an original, and all of which shall together constitute one and the same documents. Facsimile and electronic signatures shall have the same force and effect as originals.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties have caused this License to be executed as of the day and year first above set forth.

"LICENSOR"

HOME DEPOT U.S.A., INC.

By: _____

Its: _____

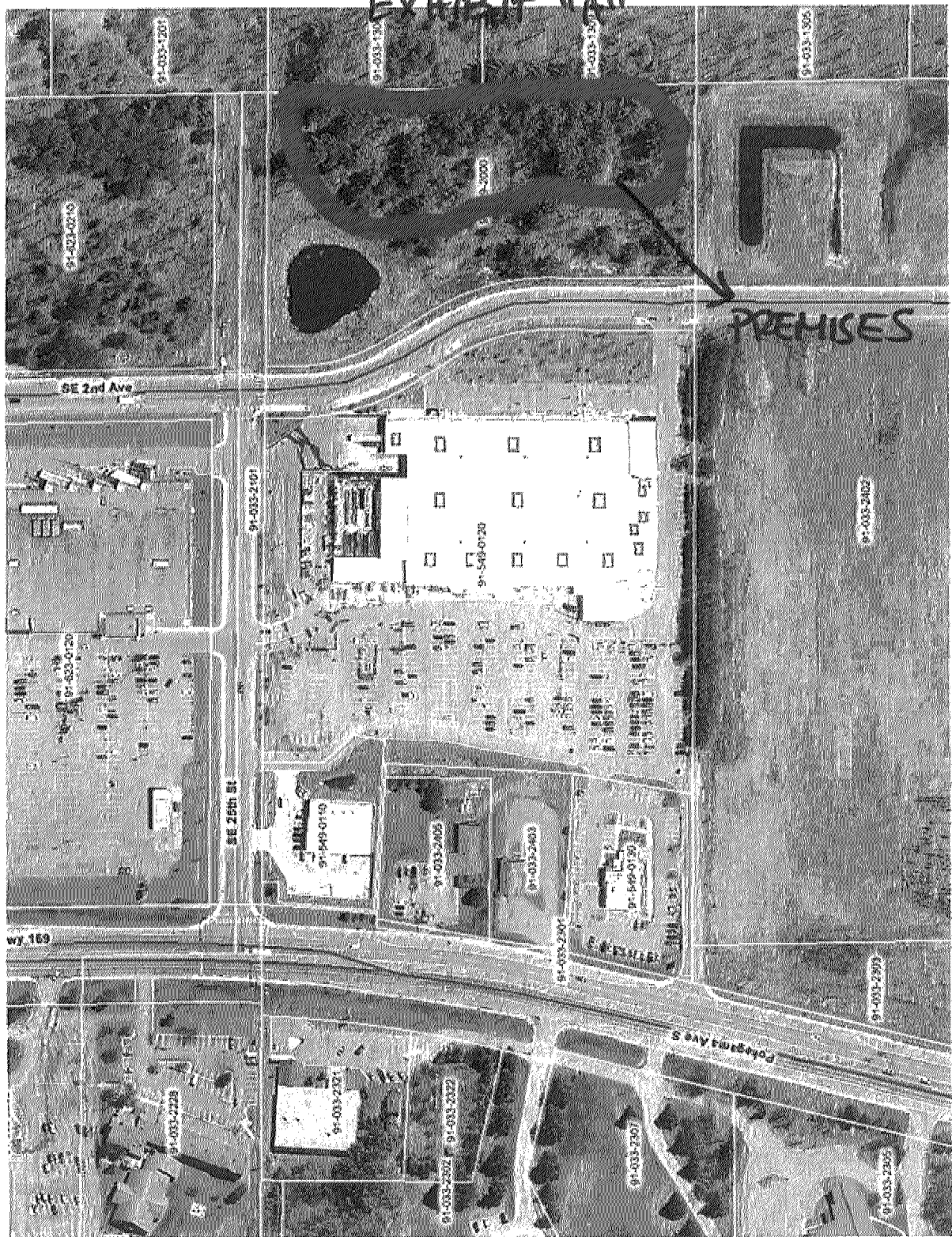
"LICENSEE"

CITY OF GRAND RAPIDS

By: _____

Its: _____

EXHIBIT 'A'





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0196 **Version:** 1 **Name:** Approve the eligibility list for Firefighter Trainee for the City of Grand Rapids.
Type: Agenda Item **Status:** Passed
File created: 3/22/2017 **In control:** City Council
On agenda: 3/27/2017 **Final action:** 3/27/2017
Title: Approve the eligibility list for Firefighter Trainee for the City of Grand Rapids.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
3/27/2017	1	City Council		

Approve the eligibility list for Firefighter Trainee for the City of Grand Rapids.

Background Information:

At the November 28, 2016 City Council meeting, the Council approved the Grand Rapids Fire Department to advertise for and establish an eligibility list for the position of Firefighter Trainee for the City of Grand Rapids. After successful completion by the candidates of a written and physical agility test, oral interviews were conducted with them by 1st Assistant Bryan Zuehlke, Captain Travis Cole, Captain Shawn Graeber and Firefighters Amanda MacDonell, and Will Richter, along with Fire Chief Mike Liebel as an observer. The interview committee is recommending that we place five candidates on an eligibility list for a period of one year or at the Fire Chief's discretion.

Also, training for firefighters begins April 3rd, so we are requesting authorization to allow anyone on the eligibility list needing training to attend the classes prior to appointment to the Firefighter Trainee position(s). Once the Fire Chief has reviewed the eligibility list and the City Council has approved the recommended appointment(s), background checks, drug screening, physical and psychological testing will begin.

Staff Recommendation:

The Interview Committee, along with Fire Chief Mike Liebel, is recommending the following be placed on an eligibility list (in alphabetical order):

1. Jared Anderson
2. Jeff Cook
3. Connor Grigsby
4. Sean Martinson
5. Ashley Moran

Make a motion to approve the eligibility list for the position of Firefighter Trainee for the City of Grand Rapids Fire Department.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0207 **Version:** 1 **Name:** MERC Franchise Agreement
Type: Agenda Item **Status:** Administration Department
File created: 3/24/2017 **In control:** City Council
On agenda: 3/27/2017 **Final action:**
Title: Consider an ordinance granting a new natural gas franchise agreement to Minnesota Energy Resources Corporation (MERC).

Sponsors:

Indexes:

Code sections:

Attachments: [3-27-17 Franchise Agreement \(22 years\) - Northern MN Utilities UtiliCorpUnited Inc.pdf](#)
[3-27-17 MERC 04-03-03 - Amending Ord.pdf](#)
[3-27-17 MERC WEC Model Gas Franchise Ordinance Grand Rapids 2017.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider an ordinance granting a new natural gas franchise agreement to Minnesota Energy Resources Corporation (MERC).

Background Information:

The existing ordinance granting a natural gas franchise agreement with MERC will expire on April 11, 2017. It is attached for reference along with an addendum transferring the agreement back April 16, 1995. Also attached is the proposed franchise agreement that would grant MERC the rights to have a system in the City for 25 years. Other cities that have recently approved extensions with MERC are: Coleraine, Bovey, Marble, Nashwauk, Proctor, Mountain Iron, and Buhl.

Staff Recommendation:

City staff is recommending a motion to approve the ordinance granting a 25 year natural gas franchise agreement to MERC and publish the ordinance in summary form.

Requested City Council Action

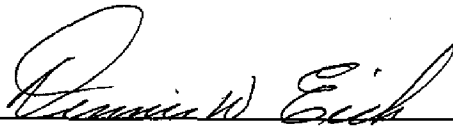
A motion to approve the ordinance granting a 25 year natural gas franchise agreement to MERC and publish the ordinance in summary form.

ACCEPTANCE OF FRANCHISE

The undersigned, UtiliCorp United Inc., for itself, its successors and assigns, hereby accepts the terms of and agrees to perform the conditions of that certain franchise granted by the City of Grand Rapids, Minnesota designated as Ordinance No. 95-3-2.

Dated at Eagan, Minnesota this 11 day of April, 1995.

UTILICORP UNITED INC.

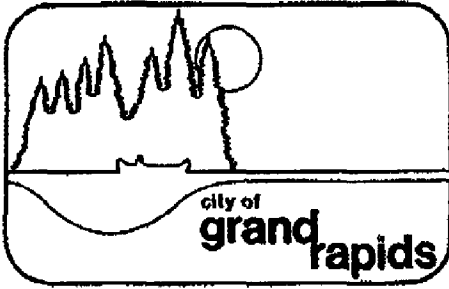
By: 
UED-MN State President
Northern Minnesota Utilities
Dennis E. Eich

By: 
UED-MN Director, Customer Service
Northern Minnesota Utilities
Kenneth R. Bergstedt

ACKNOWLEDGEMENT OF FILING

The receipt and filing of the foregoing Acceptance of Franchise is hereby acknowledged and verified this 18th day of April, 1995.


Clerk



420 Pokegama Avenue North - P.O. Box 867
 Grand Rapids, Minnesota 55744-0867

(218) 326-3464 OFFICE
 (218) 326-7608 FAX

FACSIMILE TRANSMISSION

DATE: 4-13-95

RE: GAS ORDINANCE / Franchise

TO: LARRY Crosby
No Mn Utilities

FROM: KARLENE M. GALE, City Clerk

COMMENTS: Per Ken Bergstedt

TOTAL # of pages sent - 7 including this page.

Councilmember Saxhaug introduced the following ordinance and moved for its adoption:

ORDINANCE NO. 95-3-2

An Ordinance of the City of Grand Rapids, Minnesota granting to Northern Minnesota Utilities, Division of UtiliCorp United Inc., its lessees, successors and assigns a non-exclusive franchise authority for a period of twenty-two (22) years to erect, maintain and operate, a gas distribution system and any and all necessary mains, pipes, services and other appurtenances thereunto appertaining in, upon, over, across and along the streets, alley, bridges, and public places of the said City, and for the transmission, distribution and sale of natural and/or mixed gas for lighting, heating, industrial and all other uses and purposes in said City and for the purpose of transmitting, transporting and conveying such gas into, through or beyond the immediate limits of said City to other cities, towns and customers, and prescribing the terms and conditions under which the said Company is to operate, and repealing Chapter 49 of the Grand Rapids City Code of said City.

The City Council of Grand Rapids, Minnesota Ordains:

Section 1

That Northern Minnesota Utilities, Division of UtiliCorp United Inc., its lessees, successors and assigns, hereinafter referred to as Grantee, be and are hereby granted, subject to the provisions of this Ordinance, a non-exclusive authority for a period of twenty-two (22) years, to erect, construct, maintain and operate, a gas distribution system and any and all necessary mains, pipes, services and other appurtenances and equipment thereunto appertaining in, upon, over, across and along the streets, alleys, bridges and public places in the City of Grand Rapids, Minnesota for the transmission, distribution and sale of natural and/or mixed gas for lighting, heating, industrial and all other uses and purposes in said City and for the purpose of transmitting, transporting and conveying such gas into, through or beyond the immediate limits of said City to other cities, towns and customers. Before Grantee constructs any new structures or converts any existing structure for the manufacture or storage of gas, Grantee shall first obtain the approval of the structure and the location thereof from City. Such approval by City shall not be unreasonably withheld.

Section 2

The Grantee in constructing and maintaining said gas distribution system, and in entering and using said streets, highways, avenues, alleys and public places in the City of Grand Rapids, Minnesota and in laying and installing its mains, services, piping, and related appurtenances and equipment, shall not in any manner interfere with or injure any improvement which the City now has or may hereafter have upon any of its streets, alleys, highways, or public places. Whenever the Grantee, in the construction or maintenance of its system or in the installation of any extension thereto, shall cut into or take up any pavement or shall make any excavation in any street, avenue, alley or public place, within

Ordinance No. 95-3-2

Page 2

the corporate limits of the City of Grand Rapids, Minnesota the same shall be done in a manner so as not to unreasonably interfere with the use of such thoroughfares by the public. The Grantee shall use such safeguards as may be necessary to prevent injury to persons or property during such construction work and upon its completion, all pavement shall be replaced in as good condition as it was before taken up in accordance with Ordinance No. 90-11-21 within 30 days unless a different term is mutually agreed upon between Grantee and City. All excavations shall be refilled and all obstructions shall be removed at the expense of the Grantee and to the satisfaction of the City. Grantee shall maintain, repair and keep in good condition for a period of six (6) months all portions of streets, alleys, bridges and public places disturbed by Grantee or its agents, provided, the six month period shall be computed from the closing of the excavation except in the case of frost before the six month period has expired, in which case the six month period shall continue to run after the frost leaves the ground. In the event that the Grantee shall fail to comply with the provisions of this Section after having been given reasonable notice, the City may do such work as may be needed to properly repair said thoroughfare and the cost thereof shall be repaid to the City by the Grantee.

Section 3

Whenever City shall grade, regrade or change the line of any public way, or construct or reconstruct any City utility system therein, including street, sidewalks, sewers, water mains or other public facilities of City, in the proper exercise of City's police power, and with due regard to seasonable working conditions, City may order Grantee when necessary to relocate horizontally or vertically Grantee's mains, services and other property located in said public way and Grantee shall relocate its facilities at its own expense. City shall give Grantee reasonable notice of the need to relocate its facilities.

If City shall vacate any street, alley or public way for the purpose of furthering any public improvement by whomsoever made, Grantee shall, upon a request in writing from City, remove, at Grantee's own cost and expense, the distribution facilities within the vacated premises, if any. However, if the vacation of any street, alley or public way is not for the purpose of furthering any public improvement, City shall retain a utility easement in order to allow Grantee's facilities to remain unless the owners in fee agree to pay to Grantee the cost of relocation of its facilities.

Grantee shall provide field locations for all its underground facilities when requested by City, within a reasonable period of time. The period of time will be considered reasonable if it compares favorably with the average time required by City to locate municipal underground facilities for Grantee.

Section 4

Grantee agrees for and in behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant, it will maintain in the City an adequate, modern,

Ordinance No. 95-3-2

Page 3

standard and sufficient gas system and equipment and to maintain and operate the same in a modern and adequate fashion consistent with its General Terms and Conditions as provided for in its Minnesota Public Utilities Commission approved tariff, as may be amended from time to time.

Grantee will from time to time during the term of this Ordinance make such enlargements and extensions of its distribution system as the business of the Grantee and the growth of said City justify, in accordance with its General Terms and Conditions relating to customer connections and main and service line extensions currently in effect and on file with the Minnesota Public Utilities Commission or other competent authority having jurisdiction in the premises; provided, however, that no obligation shall extend to, or be binding upon the Grantee, to construct or extend its mains or furnish natural gas or natural gas service within said City if Grantee is, for any reason, unable to obtain delivery of natural gas at or near the corporate limits of said City or an adequate supply thereof to warrant the construction or extension of its mains, for the furnishing of such natural gas or gas service; provided, that Grantee shall not be liable to the City of Grand Rapids or its inhabitants, by reason of the failure of Grantee to deliver, or of the City or a customer to receive, natural gas as a result of acts of God, or the public enemy, inability of a pipeline supplier to furnish an adequate supply due to an emergency, or to a decision of public regulatory body, labor dispute, or other acts beyond the control of the party affected; and, provided further, that whenever any of the occurrences named above take place, Grantee shall have the right and authority and it shall be its duty to adopt reasonable rules and regulations in connection with limiting, curtailing or allocating extensions of service or supplying of gas to any customers or prospective customers, and withholding the supplying of new customers provided that such rules and regulations may be uniform as applied to each class of customer or prospective customer, and shall be nondiscriminatory as between communities receiving service from the Grantee, and such rules and regulations shall be subject to the rights reserved herein to City.

Grantee shall not construct any new or modified installation within or upon any public way without first receiving a permit from the City. The permit application shall reflect the type of facilities to be installed and the proposed location and depth within the right of way or easement. The facilities are to be installed pursuant to such permit and shall be located as directed by the City, taking into account existing and planned underground facilities. A permit shall also be required for repairs and maintenance of previously installed facilities, in order for City to inspect each project for compliance with Grantee's restoration obligations as provided in this Ordinance. All permits shall be issued by the City Clerk after consultation with the City Engineer. A fee for such permits may be established by resolution of the City Council from time to time. If construction work is not commenced within ninety (90) days after the issuance of a permit, it shall be null and void.

Section 5

Grantee agrees for and in behalf of itself, its lessees, successors and assigns, that all authority and rights in this Ordinance contained shall at all times be subject to all rights,

Ordinance No. 95-3-2

Page 4

power and authority now or hereafter possessed by the City of Grand Rapids, Minnesota, to regulate the manner in which Grantee shall use the streets, alleys, bridges and public places of said City and concerning the manner in which Grantee shall use and enjoy the franchise herein granted. Provided, however, City shall have no duty or obligation to monitor, inspect or control the manner in which Grantee constructs, operates or maintains its mains, pipes, services or other appurtenances, all of which shall be the exclusive responsibility and liability of Grantee.

Section 6

Grantee shall, at all times, maintain an adequate pressure and adequate supply of clean, standard gas of the British Thermal Unit heating value of not less than that prescribed in its General Terms and Conditions relating thereto in effect and on file with the Minnesota Public Utilities Commission or other competent authority having jurisdiction in the premises. Should the British Thermal Units fall below the limitation set forth in its appropriate Rules and Regulations, the rate then in effect shall be automatically correspondingly lowered and reduced during any period or periods of time in which such lower British Thermal Unit value shall be furnished. The City shall have the privilege of requesting Grantee to furnish satisfactory proof of British Thermal Unit content of the gas.

Section 7

The City shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation and maintenance by the Grantee of its mains, pipes, lines and other appurtenances and appliance hereunder and the Grantee, its successors and assigns shall indemnify the City, defend and hold it harmless against any and all liabilities, loss, cost, damage, or expense which may accrue to the City or be claimed against the City by reason of any act or omission of the Grantee in the construction, operation and maintenance of its mains, pipes, lines and other appurtenances and appliances hereunder, or by the ownership by the Grantee of such facilities.

Section 8

If the Grantee shall be in default in the performance of any of the terms and conditions of this Ordinance and shall continue in default for more than ninety (90) days after receiving notice from the City of Grand Rapids, Minnesota of such default, the said City may, by ordinance duly passed and adopted, terminate all rights granted under this Ordinance to the Grantee. The said notice of default shall specify the provision or provisions in the performance of which it is claimed the Grantee is in default. Said notice shall be in writing and served in the manner provided by the laws of the State of Minnesota for the service of original notices in civil actions.

Ordinance No. 95-3-2
Page 5

Section 9

This Ordinance, and Grantee's rights and obligations hereby granted, shall become effective upon Grantee filing with the City Clerk within thirty (30) days after final passage and any required publication of this Ordinance, a written acceptance indicating an agreement to be bound to all rights and obligations of Grantee as provided in this Ordinance.

Section 10

The Grantee, upon notice to the City of Grand Rapids, shall have the right and authority to assign all rights conferred upon Grantee by this franchise to any person. The assignee of such rights, by accepting such assignment, shall become subject to the terms and provisions of this franchise. Such assignment shall only be effective at such time as the assignee files with the City Clerk a written acceptance as required by Section 9 of this Ordinance.

Section 11

If any portion of this franchise is found to be invalid for any reason whatsoever, the validity of the rest of this franchise shall not be affected. Provided, however, upon any provision of this franchise being found invalid, either City or Grantee shall have the option to terminate the franchise if said party's rights hereunder are substantially affected.

Section 12

If any person shall damage any part of the Grantee's gas distribution system or shall cause any weakening of the structural or lateral support thereof, such person shall immediately notify Grantee of the location, time of the occurrence, and the nature of the damage and Grantee shall take immediate action to protect persons and property in the vicinity of the damage.

Section 13

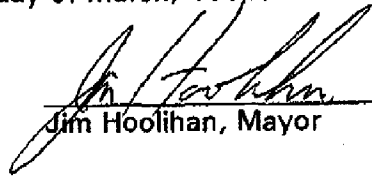
Chapter 49 of the Grand Rapids City Code of the City of Grand Rapids, Minnesota is hereby repealed as of the effective date hereof.

Section 14

This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and the acceptance thereof by the Grantee.


Ordinance No. 95-3-1
Page 6

Passed, adopted and approved this 13th day of March, 1995.



Jim Hoolihan, Mayor

Attesty



Karlene M. Gale, City Clerk

Seal

Councilmember Voltz seconded the adoption of the foregoing ordinance and the following voted in favor thereof: Akre, Voltz, Saxhaug, Lazo, Hoolihan; and the following voted against same: None, whereby the ordinance was declared duly passed and ordained.

Date of Publication: _____

Effective Date: _____

Councilmember Drake introduced the following ordinance and moved for its adoption:

ORDINANCE NO. 04-03-03

**AN ORDINANCE AMENDING ORDINANCE 95-3-2 BY ADDING AN
ADDENDUM GRANTING A FRANCHISE TO AQUILA, INC., A DELAWARE
CORPORATION, TO OPERATE AND MAINTAIN A GAS DISTRIBUTION
SYSTEM IN THE CITY OF GRAND RAPIDS, MINNESOTA.**

The City Council of the City of Grand Rapids ordains:

On April 16, 1995, the city of Grand Rapids duly passed and ordained Ordinance 95-3-2, granting to Northern Minnesota Utilities, a division of Aquila, Inc. (formerly known as UtiliCorp United Inc. and hereinafter referred to as "Aquila"), a franchise authority for a period of twenty-two (22) years to erect, maintain and operate a gas distribution system in the City. However, Ordinance 95-3-2 is silent in respect of franchise authority granted for lands and territories annexed, from time to time, by the City of Grand Rapids.

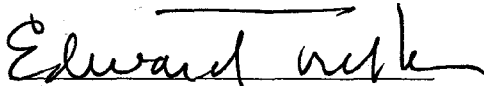
This Addendum is hereby agreed and entered into by the City of Grand Raids and Aquila for the sole purpose of extending the franchise authority granted in Ordinance 95-3-2, wholly unmodified in every respect, to all lands and territories annexed by the City of Grand Rapids during the term of the franchise granted by Ordinance 95-3-2.

Passed and adopted this 8th day of March, 2004.



Susan Zeige, Mayor

ATTEST:



Edward Treska, City Administrator/Clerk

Councilmember Driscoll seconded the foregoing ordinance and the following voted in favor thereof: Driscoll, Drake, Erkkila, Schlauderaff, Zeige. Opposed: None, whereby the ordinance was declared duly passed and adopted.



1995 Rahncliff Court, Suite 200
Eagan, MN 55122-3401

Grand Rapids

Ordinance No. _____

An Ordinance granting Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, its successors and assigns, a natural gas franchise and the authority to construct, operate, maintain, and extend a natural gas distribution plant and system, and granting the right to use the streets, alleys, and other public places within the present or future corporate limits of the City, of Grand Rapids, Minnesota

Be it ordained by the City Council of the City of Grand Rapids, Minnesota, as follows:

FRANCHISE GRANTED

The City of Grand Rapids, Minnesota, (hereinafter referred to as "Grantor") hereby grants a non-exclusive franchise to Minnesota Energy Resources, a subsidiary of WEC Energy Group, a Wisconsin corporation, (hereinafter called "Grantee"), its lessees, successors and assigns. Grantee is hereby granted the right, privilege, franchise, permission and authority to lay, construct, install, maintain, operate and extend in, along, over or across the present and future streets, alleys, avenues, bridges, public rights-of-way and public places as are now within the present or future limits of said Grantor, a natural gas distribution system and all facilities necessary for the purpose of supplying natural gas or processed gas for all purposes to the inhabitants of said Grantor and consumers in the vicinity thereof, and for the distribution of natural gas from or through said Grantor to points beyond the limits thereof. Such facilities shall include, but not be limited to, all mains, services, pipes, conduits and appliances necessary or convenient for transmitting, transporting, distributing and supplying natural gas for all purposes for which it may be used, and to do all other things necessary and proper in providing natural gas service to the inhabitants of Grantor and in carrying on such business.

TERM

The rights and privileges granted by this Ordinance shall remain in effect for a period of Twenty-five (25) years from the effective date of this Ordinance.

GOVERNING RULES AND REGULATIONS

This Ordinance is granted subject to all conditions, limitations and immunities now provided for, or as hereafter amended, and applicable to the operations of a public utility, by State or Federal law. The rates to be charged by Grantee for service within the present or future corporate limits of Grantor and the rules and regulations regarding the character, quality and standards of service to be furnished by Grantee shall be under the jurisdiction and control of such regulatory body or bodies as may, from time to time, be vested by law with authority and jurisdiction over the rates, regulations and quality and standards of service to be supplied by Grantee. Provided however, should any judicial, regulatory or legislative body, having proper jurisdiction, take any action that precludes Grantee from recovering from its customers any cost associated with services provided hereunder, then Grantee and Grantor shall renegotiate the terms of this Ordinance in accordance with the action taken, so as to allow Grantee to be made whole economically. In determining the rights and duties of the Grantee, the terms of this franchise Ordinance shall take precedence over any conflicting terms or requirements contained in any other Ordinance enacted by the Grantor.

If an energy supplier is unable to furnish an adequate supply of energy due to an emergency, an order or decision of a public regulatory body, or other acts beyond the control of the Grantee, then the Grantee shall have the right and authority to adopt reasonable rules and regulations limiting, curtailing or allocating extensions of service or supply of energy to any customers or prospective customers, and withholding the supply of energy to new customers, provided that such rules and regulations shall be uniform as applied to each class of customers or prospective customers, and shall be non-discriminatory as between communities receiving service from the Grantee.

CONSTRUCTION AND MAINTENANCE OF COMPANY FACILITIES

Any pavements, sidewalks or curbing taken up and any and all excavations made shall be done in such a manner as to cause only such inconvenience to the inhabitants of Grantor and to the general public as is reasonably necessary; and repairs and replacements shall be made promptly by Grantee, leaving such properties in as good as condition as existed immediately prior to excavation.

Grantee agrees that for the term of this grant, it will use its best efforts to maintain facilities and equipment sufficient to meet the current and future energy requirements of Grantor, its inhabitants and industries. While maintaining its facilities and equipment, Grantee shall obtain permits as required by ordinance, except that in emergency situations, Grantee shall take immediate unilateral actions as it determines are necessary to protect the public health, safety, and welfare; in which case, Grantee shall notify Grantor as soon as reasonably possible.

Grantor will give Grantee reasonable notice of plans for street improvements where paving or resurfacing of a permanent nature is involved that affect Grantee's facilities. The notice shall contain the nature and character of the improvements, the rights-of-way upon which the improvements are to be made, the extent of the improvements and the time when the Grantor will start the work, and, if more than one right-of-way is involved, the order in which this work is to proceed. The notice shall be given to the Grantee a sufficient length of time, considering

seasonable working conditions, in advance of the actual commencement of the work to permit the Grantee to make any additions, alterations, or repairs to its facilities.

EXTENSION OF COMPANY FACILITIES

Upon receipt and acceptance of a valid application for service, Grantee shall, subject to its own economic feasibility criteria, make reasonable extensions of its distribution facilities to serve customers located within the current or future corporate limits of Grantor.

RELOCATION OF COMPANY FACILITIES

If Grantor elects to change the grade of or otherwise alter any street, alley, avenue, bridge, public right-of-way or public place for a public purpose, Grantee, upon reasonable notice from Grantor, shall remove and relocate its facilities or equipment situated in the public rights-of-way, if such removal is necessary to prevent interference and not merely for the convenience of the Grantor, at the cost and expense of Grantee. If Grantor orders or requests Grantee to relocate its facilities or equipment for the primary benefit of a commercial or private project, or as a result of the initial request of a commercial or private developer or other non-public entity, and such removal is necessary to prevent interference and not merely for the convenience of the Grantor or other right-of-way user, Grantee shall receive payment for the cost of such relocation as a precondition to relocating its facilities or equipment. Grantor shall consider reasonable alternatives in designing its public works projects so as not arbitrarily to cause Grantee unreasonable additional expense in exercising its authority under this section. Grantor shall also provide a reasonable alternative location for Grantee's facilities. Grantor shall give Grantee written notice of vacating of a public right-of-way. Vacating of a public right-of-way shall not deprive the Grantee of its right to operate and maintain existing facilities, until the reasonable cost of relocating the same are first paid to the Grantee.

Any person or corporation desiring to move a building or other structure along, or to make any unusual use of any street, alley, avenue, bridge, public right-of-way or public place which shall interfere with the facilities or equipment of the Grantee, shall first give notice to the Grantor and the Grantee and a pay a sum sufficient to cover the expense and damage incident to the moving of Grantee's facilities and equipment.

FRANCHISE FEE

During the term of the Ordinance/Franchise hereby granted, the Grantor has the right to impose a franchisee fee by a separate ordinance adopted by the City Council, which ordinance may not be adopted until at least ninety (90) days after Notice enclosing such a proposed ordinance has been served upon the Grantee by certified mail. Grantee shall notify the Minnesota Public Utility Commission. Grantee shall not begin collecting the franchise fee until the first full billing cycle after at least sixty (60) days after said notice has been provided to the Minnesota Public Utility Commission. To the extent that Grantor provides two or more franchises to public utilities providing the same utility service (e.g., both provide natural gas utility service), the Grantor shall impose the same level of franchise fees on each of those public utilities.

CONFIDENTIAL INFORMATION

Grantor acknowledges that certain information it might request pursuant to this franchise may be of a proprietary and confidential nature. If Grantee requests that any information provided by

Grantee to Grantor be kept confidential due to such proprietary or commercial value, Grantor and its employees, agents, and representatives shall maintain the confidentiality of that information, to the extent allowed by law. If Grantor is requested or required by legal or administrative process to disclose any such confidential information, Grantor shall promptly notify Grantee of such request or requirement so that Grantee may seek an appropriate protective order or other relief. Grantor shall use all reasonable efforts to ensure that the confidentiality of Grantee's confidential information is maintained.

FORCE MAJEURE

It shall not be a breach or default under this franchise if either party fails to perform its obligations hereunder due to Force Majeure. Force Majeure shall include, but not be limited to, the following: 1) physical events such as acts of God, landslides, lightning, earthquakes, fires, freezing, storms, floods, washouts, explosions, breakage or accident or necessity of repairs to machinery, equipment or distribution or transmission lines; 2) acts of others such as strikes, work-force stoppages, riots, sabotage, insurrections or wars; 3) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, executive order, or regulation promulgated by a governmental authority having jurisdiction; and any other causes, whether of the kind herein enumerated or otherwise not reasonably within the control of the affected party to prevent or overcome. Each party shall make reasonable efforts to avoid Force Majeure and to resolve such event as promptly as reasonably possible once it occurs in order to resume performance; provided, however, that this provision shall not obligate a party to settle any labor strike.

HOLD HARMLESS

Grantee, during the term of this Ordinance, agrees to save harmless Grantor from and against all claims, demands, losses and expenses arising directly out of the negligence of Grantee, its employees or agents, in the constructing, operating, and maintaining of distribution and transmission facilities or appliances of Grantee; provided, however, that Grantee need not save harmless Grantor from claims, demands, losses and expenses arising out of the negligence of Grantor, its employees or agents.

SEVERABILITY

If any clause, sentence or section of this Ordinance is deemed invalid by any judicial, regulatory or legislative body having proper jurisdiction, the remaining provisions shall not be affected.

NON WAIVER

Any waiver of any obligation or default under this franchise shall not be construed as a waiver of any future defaults, whether of like or different character.

REPEAL CONFLICTING ORDINANCES

This ordinance, when accepted by Grantee as provided below, shall constitute the entire agreement between the Grantor and the Grantee relating to this franchise and the same shall supersede all prior ordinances pertaining to this franchise agreement, and any terms and conditions of such prior ordinances or parts of ordinances in conflict herewith are hereby repealed. Ordinance No. 95-3-2 of the City of Grand Rapids Minnesota, is hereby repealed as of the effective date hereof.

EFFECT AND INTERPRETATION OF ORDINANCE

The captions which precede each section of this ordinance are for convenience in reference only and shall not be taken into consideration in the interpretation of any of the provisions of this ordinance.

EFFECTIVE DATE AND ACCEPTANCE

This Ordinance shall become effective and be a binding contract between the Grantor and Grantee, upon its final passage and approval by Grantor, in accordance with applicable laws and regulations, and upon acceptance by Grantee by written instrument within sixty (60) days of passage by the governing body, and filed with the City Clerk of the City of Grand Rapids, Minnesota. The City Clerk shall sign and affix the community seal to acknowledge receipt of such acceptance, and return one copy to Grantee. If Grantee does not, within sixty (60) days following passage of this Ordinance express in writing its objections to any terms or provisions contained therein, or reject this ordinance in its entirety, Grantee shall be deemed to have accepted this ordinance and all of its terms and conditions.

Passed and approved by the City Council of the City of Grand Rapids, Minnesota, on this _____ day of _____, <Date>.

Mayor

ATTEST:

City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0195 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 3/21/2017 **In control:** City Council
On agenda: 3/27/2017 **Final action:**
Title: Consider approving the verified claims for the period March 7, 2017 to March 20, 2017 in the total amount of \$845,975.35, of which \$378,556.25 are bond payments.

Sponsors:

Indexes:

Code sections:

Attachments: [COUNCIL BILL LIST 03-27-17.pdf](#)

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

Consider approving the verified claims for the period March 7, 2017 to March 20, 2017 in the total amount of \$845,975.35, of which \$378,556.25 are bond payments.

Requested City Council Action

Make a motion approving the verified claims for the period March 7, 2017 to March 20, 2017 in the total amount of \$845,975.35, of which \$378,556.25 are bond payments.

DATE: 03/21/2017
 TIME: 14:37:39
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 03/27/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
1520350	OTIS ELEVATOR COMPANY	640.05
	TOTAL	640.05
CITY WIDE		
0315455	COLE HARDWARE INC	0.44
0400015	D.C.R. COMMUNICATIONS INC	85.00
	TOTAL CITY WIDE	85.44
ADMINISTRATION		
0801663	HARRIS FORMS	129.31
2018225	TREASURE BAY PRINTING INC	547.00
	TOTAL ADMINISTRATION	676.31
BUILDING MAINTENANCE-CITY HALL		
0103325	ACHESON TIRE COMPANY INC	20.00
0113233	AMERIPRIDE LINEN & APPAREL	36.49
0315455	COLE HARDWARE INC	63.44
0920060	ITASCA COUNTY TREASURER	1,654.50
1000068	JK MECHANICAL CONTRACTORS INC	1,450.00
1520350	OTIS ELEVATOR COMPANY	1,920.15
1909510	SIM SUPPLY INC	139.74
	TOTAL BUILDING MAINTENANCE-CITY HALL	5,284.32
COMMUNITY DEVELOPMENT		
0103325	ACHESON TIRE COMPANY INC	40.00
0920060	ITASCA COUNTY TREASURER	70.49
	TOTAL COMMUNITY DEVELOPMENT	110.49
ENGINEERING		
0920060	ITASCA COUNTY TREASURER	26.48
	TOTAL ENGINEERING	26.48
FINANCE		
0809436	HILDI INC	855.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/27/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FINANCE		
	TOTAL FINANCE	855.00
FIRE		
0221650	BURGGRAF'S ACE HARDWARE INC	89.06
0315455	COLE HARDWARE INC	41.93
0401804	DAVIS OIL	77.33
0513235	EMERGENCY RESPONSE SOLUTIONS	8.66
0712225	GLEN'S ARMY NAVY STORE INC	1,620.99
0920060	ITASCA COUNTY TREASURER	31.89
1909510	SIM SUPPLY INC	75.80
1920555	STOKES PRINTING & OFFICE	129.99
	TOTAL FIRE	2,075.65
INFORMATION TECHNOLOGY		
0914690	INSIGHT PUBLIC SECTOR SLED	1,290.30
	TOTAL INFORMATION TECHNOLOGY	1,290.30
PUBLIC WORKS		
0100046	ASV, LLC	9,534.03
0103500	ACME METAL SPINNING INC	502.00
0112450	ALL FLAGS LLC	376.99
0121721	AUTO VALUE - GRAND RAPIDS	24.98
0221650	BURGGRAF'S ACE HARDWARE INC	208.32
0301685	CARQUEST AUTO PARTS	192.38
0308745	CHUCK'S AUTO SALVAGE INC	160.00
0315455	COLE HARDWARE INC	104.68
0315501	COMPASS MINERALS AMERICA, INC.	3,788.24
0401804	DAVIS OIL	2,773.89
0409715	DISPLAY SALES COMPANY	2,258.00
0801836	HAWKINSON SAND & GRAVEL	311.50
0920060	ITASCA COUNTY TREASURER	478.08
1200500	L&M SUPPLY	76.76
1415030	NAPA SUPPLY OF GRAND RAPIDS	79.48
1503150	OCCUPATIONAL DEVELOPMENT CTR	1,800.00
1612045	PLAGEMANN'S LANDSCAPING	1,305.00
2605225	ZEE SERVICE COMPANY	208.90
	TOTAL PUBLIC WORKS	24,183.23

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/27/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
0121721	AUTO VALUE - GRAND RAPIDS	8.03
0301685	CARQUEST AUTO PARTS	101.35
0315455	COLE HARDWARE INC	123.06
0401420	DAKOTA FLUID POWER, INC	382.95
1301720	MATCO TOOLS	73.00
1605740	PETROCHOICE	1,135.21
1901264	SAFETY KLEEN SYSTEMS INC	312.83
1914101	SNAP-ON TOOLS LLC	129.90
	TOTAL FLEET MAINTENANCE	2,266.33
POLICE		
0205725	BETZ EXTINGUISHER COMPANY	160.00
0221650	BURGGRAF'S ACE HARDWARE INC	83.05
0301685	CARQUEST AUTO PARTS	248.08
0920059	ITASCA COUNTY SHERIFFS DEPT	958.00
0920060	ITASCA COUNTY TREASURER	2,837.70
1201434	LAKE WOODS CHRYSLER	42.20
1500500	OMG NATIONAL	480.29
1909650	SIRCHIE FINGER PRINT INC	174.50
1920555	STOKES PRINTING & OFFICE	22.79
1925500	SYMBOL ARTS, LLC	365.00
2000400	T J TOWING	345.00
	TOTAL POLICE	5,716.61
GENERAL FUND-LIQUOR/CHART GAMB		
0718195	GREAT ENGRAVINGS	51.66
	TOTAL	51.66
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	54.34
0308645	GARY N CHRISTENSEN	100.00
0315455	COLE HARDWARE INC	22.77
0718000	GRAND RAPIDS ARTS	360.00
1909510	SIM SUPPLY INC	144.41
T001134	MS KATHY LADOUX	242.00
	TOTAL	923.52

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 03/27/2017

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0712225	GLEN'S ARMY NAVY STORE INC	328.90
0920060	ITASCA COUNTY TREASURER	226.40
2018680	TRU NORTH ELECTRIC LLC	910.00
TOTAL		1,465.30
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	106.57
0221650	BURGGRAF'S ACE HARDWARE INC	121.93
0315453	COLE-PARMER INSTRUMENT CO	53.29
0401520	DANIELSON HEATING AND COOLING	1,096.09
0405697	THE DESIGN GROUP INC	1,383.65
0701650	GARTNER REFRIGERATION CO	243.08
0809345	NICHOLAS HIIPAKKA	15.17
1000069	J.N. JOHNSON FIRE AND SAFETY	160.00
1301168	MARKETPLACE FOODS	68.56
1506265	NORTHERN OFFICE OUTFITTER INC	100.99
1605611	PEPSI-COLA	398.44
1901535	SANDSTROM COMPANY INC	357.60
1908099	SHARP GUY SHARPENING	260.00
1909510	SIM SUPPLY INC	449.02
TOTAL GENERAL ADMINISTRATION		4,814.39
STATE HAZ-MAT RESPONSE TEAM		
0121721	AUTO VALUE - GRAND RAPIDS	100.98
2300600	W.P. & R.S. MARS COMPANY	41.70
TOTAL		142.68
POLICE DESIGNATED FORFEITURES		
0920036	ITASCA COUNTY ATTORNEY OFFICE	178.14
TOTAL		178.14
CEMETERY		
0920060	ITASCA COUNTY TREASURER	41.44
1615427	POKEGAMA LAWN AND SPORT	8,387.55

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/27/2017

VENDOR #	NAME	AMOUNT DUE
CEMETERY		
	TOTAL	8,428.99
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	16.56
0920060	ITASCA COUNTY TREASURER	142.07
	TOTAL	158.63
GO STATE-AID ST BONDS 2007B		
2305447	WELLS FARGO BANK NA	84,075.00
	TOTAL	84,075.00
GO STATE-AID BONDS 2012B		
2305447	WELLS FARGO BANK NA	294,481.25
	TOTAL	294,481.25
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-IT DEPT		
1915248	SOFTWARE HARDWARE INTEGRATION	10,416.00
	TOTAL CAPITAL OUTLAY-IT DEPT	10,416.00
CAPITAL OUTLAY-POLICE		
0205725	BETZ EXTINGUISHER COMPANY	17.00
0409300	DIGITAL ALLY INC	349.00
	TOTAL CAPITAL OUTLAY-POLICE	366.00
IRA CVC CTR CAPITAL PJT		
MULTI-USE OUTDOOR PAVILION		
0218115	BRAUN INTERTEC CORPORATION	145.00
	TOTAL MULTI-USE OUTDOOR PAVILION	145.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 03/27/2017

VENDOR #	NAME	AMOUNT DUE
STORM WATER UTILITY		
0401804	DAVIS OIL	4,653.76
0920060	ITASCA COUNTY TREASURER	655.56
1301015	MACQUEEN EQUIPMENT INC	2,970.60
1605740	PETROCHOICE	552.57
TOTAL		8,832.49
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$ 457,689.26

CHECKS ISSUED-PRIOR APPROVAL	AMOUNT DUE
PRIOR APPROVAL	
0114210 D. ANDERSON - CHANGE FUND	3,300.00
0116600 APPLE VALLEY, CITY OF	1,103.00
0212750 BLUE CROSS & BLUE SHIELD OF MN	49,154.50
0305530 CENTURYLINK COMMUNICATIONS LLC	259.00
0315470 JAMES COLUMBUS	296.37
0315541 TASHA CONNELLY	215.48
0401800 JEFF DAVIES	134.37
0609685 FIREMEN'S RELIEF ASSOCIATION	1,000.00
0718015 GRAND RAPIDS CITY PAYROLL	221,752.89
0718070 GRAND RAPIDS STATE BANK	247.50
0815440 HOLIDAY COMPANIES	219.09
0920036 ITASCA COUNTY ATTORNEY OFFICE	900.00
0920055 ITASCA COUNTY RECORDER	46.00
1301146 MARCO TECHNOLOGIES, LLC	1,861.33
1305046 MEDIACOM LLC	10.50
1309098 MINNESOTA DEPT OF ADMN	486.00
1309162 MN BCA/TRAINING & EDUCATION	600.00
1309199 MINNESOTA ENERGY RESOURCES	4,152.12
1309332 MN STATE RETIREMENT SYSTEM	1,690.00
1309335 MINNESOTA REVENUE	2,387.76
1315665 KELLY MORRIS	92.00
1405850 NEXTERA COMMUNICATIONS LLC	451.51
1502645 GARY O'BRIEN	46.00
1503151 ODC - MOTOR VEHICLE	85.25
1516220 OPERATING ENGINEERS LOCAL #49	37,310.00
1609561 PIONEER TELEPHONE	16.10
1621130 P.U.C.	33,633.36
1809165 DBA RICOH USA INC	655.98
2000490 TDS Metrocom	740.14
2205637 VERIZON WIRELESS	3,576.77
2209665 VISA	5,122.57
2209705 VISIT GRAND RAPIDS INC	16,701.03
2301700 WASTE MANAGEMENT	39.47

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$388,286.09

TOTAL ALL DEPARTMENTS 845,975.35