



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, July 25, 2016

5:00 PM

City Hall Council Chambers

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, July 25, 2016 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.

5:02 PM PUBLIC FORUM

5:07 PM COUNCIL REPORTS

5:10 PM APPROVAL OF MINUTES

[16-0466](#) Consider approving Council minutes for Monday, July 11, 2016 Worksession and Regular meetings.

Attachments: [July 11, 2016 Regular Meeting](#)
[July 11, 2016 Worksession](#)

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. [16-0457](#) Consider approving a change order in the remodel of the Old Zamboni Room.

2. [16-0458](#) Consider entering into a Beverage Sales Agreement with Pepsi Beverages Company for product and services at the IRA Civic Center.

Attachments: [Pepsi Contract 2016](#)

3. [16-0459](#) Consider approving the 2016 budgeted operating transfers.

Attachments: [Operating transfers-Res.pdf](#)

4. [16-0462](#) Consider adopting a resolution calling for a Public Hearing on August 8, 2016 at 5:30 p.m. relating to the issuance of General Obligation Street Reconstruction Bonds for 2016 infrastructure project.

Attachments: [Grand Rapids Resolution Calling Public Hearing on Street Reconstruction Plan](#)

5. [16-0463](#) Consider accepting resignation from John Udem from the Airport Advisory Board.

Attachments: [Udem Resignation - July 2016](#)

6. [16-0464](#) Consider approving a resolution accepting a donation of \$200.00 from the Fraternal Order of Eagles #2469 to be used for National Night Out.

Attachments: [PD Natl Night Out](#)

7. [16-0469](#) Consider continuing a services agreement for the use of ZixMail email encryption software.

Attachments: [ZixCorp.pdf](#)

8. [16-0470](#) Consider adopting a resolution accepting a donation of \$140.00 in gift cards from Norma & Mike Rhodes

Attachments: [PD Rhodes Res](#)

9. [16-0471](#) Consider approving amended Tall Timber Days performance contract.

Attachments: [Actual Wolf Contract](#)

10. [16-0475](#) Consider allowing the Fire Department to Conduct a "Fill the Boot" Campaign

11. [16-0477](#) Consider adopting a resolution calling for a public hearing to consider municipal consent on TH 2 from CSAH 62 in Cohasset to 19th Avenue NW in Grand Rapids.

Attachments: [7-25-16 Resolution - Call for Hearing MUN CONSNT TH 2](#)

5:13 PM SETTING OF REGULAR AGENDA

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

ACKNOWLEDGE BOARDS & COMMISSIONS

12. [16-0474](#) Acknowledge the following minutes:
Arts & Culture ~ June 7, 2016
PUC ~ June 15, 2016
Golf Board ~ June 21, 2016
Human Rights ~ May 25, 2016

Attachments: [June 7, 2016 Arts & Culture minutes](#)
[June 15, 2016 PUC Minutes](#)
[June 21, 2016 Golf Board minutes](#)
[May 25, 2016 Human Rights minutes](#)

**5:15 DEPARTMENT HEAD REPORT
PM**

13. [16-0478](#) Administration: Focus on Elections ~ Lynn DeGrio, Human Resources Director
Attachments: [7-25-16 Department Head Report - Election Administration \[Read-Only\]](#)

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

14. [16-0460](#) Consider naming the new park in the Remer/DeSchepper Addition, 'Wilcox Memorial Park'.
15. [16-0461](#) Consider approving the fundraising framework for the Multi -Use Pavilion.
Attachments: [Multi Use Pavilion Fundraising Framework](#)

**5:35 COMMUNITY DEVELOPMENT
PM**

16. [16-0399](#) Consider approval of the minor subdivision entitled Hartley Addition to Grand Rapids.
Attachments: [Area Map and Preliminary Plat](#)
[Hartley Addition: Final Plat](#)
[Resolution Approving Hartley Addition](#)
[Minor Subdivision Application: Hartley Addition](#)

**5:40 INFORMATION TECHNOLOGY
PM**

17. [16-0465](#) Consider authorizing the purchase of switching equipment from Works Computing Inc.
Attachments: [105416 City of Grand Rapids_2960-X .pdf](#)

**5:45 POLICE DEPARTMENT
PM**

18. [16-0472](#) Consider authorizing the Grand Rapids Police Department to sell forfeited weapons to a Federally Licensed Firearms Dealer and other miscellaneous items through Do-Bid auction.

**5:50 PUBLIC WORKS DEPARTMENT
PM**

19. [16-0473](#) Consider authorizing expenditures of up to \$115,000 from the Municipal State Aid Account (MSA) for maintenance paving of existing roads deemed necessary due to them not being in the Five-Year CIP.

Attachments: [2016 Paving - 6th St NE 2nd to 5th Ave](#)
[2016 Paving - 7th Ave NE](#)
[2016 Paving - 4th Ave NE](#)
[2016 Paving - 3rd Ave SE Willow - 7th St SE Alley](#)
[2016 Paving - 3rd St NE-Alleys btwn 4th & 5th NE Aves](#)
[2016 Paving - 14th St NW](#)
[2016 Patch - Pokegama Hotel Lot](#)
[2016 Paving - Walking Trail to GRSC](#)

**5:55 ADMINISTRATION DEPARTMENT
PM**

20. [16-0468](#) Consider appointment of Heath Smith and Bradley Thompson to Firefighter Trainee positions.

**6:00 VERIFIED CLAIMS
PM**

21. [16-0479](#) Consider approving the verified claims for the period July 6, 2016 to July 25, 2016 in the total amount of \$1,451,913.14 of which \$300,936.26 are bond payments.

Attachments: [COUNCIL BILL LIST 072516.pdf](#)

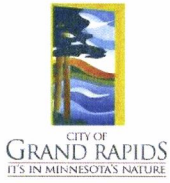
**6:05 ADJOURNMENT
PM**

NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 8, 2016, AT 5:00 P.M.

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

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

Attest: Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0466 **Version:** 1 **Name:** Council minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 7/18/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider approving Council minutes for Monday, July 11, 2016 Worksession and Regular meetings.
Sponsors:
Indexes:
Code sections:
Attachments: [July 11, 2016 Regular Meeting](#)
[July 11, 2016 Worksession](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, July 11, 2016 Worksession and Regular meetings.

Background Information:

Minutes are attached.

Staff Recommendation:

Review and approve.

Requested City Council Action

Make a motion approving Council minutes for Monday, July 11, 2016 Worksession & Regular meetings.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, July 11, 2016

5:00 PM

City Hall Council Chambers

5:00 PM **CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, July 11, 2016 at 5:06 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 4 - Councilor Dale Christy
 Councilor Ed Zabinski
 Councilor Bill Zeige
 Councilor Rick Blake

Absent 1 - Mayor Dale Adams

Others present:

Steve Schaar, Rob Mattei, Jeff Davies, Scott Johnson, Barb Baird

5:01 PM **PRESENTATIONS/PROCLAMATIONS**

Update on Beacon Hill Project ~ Diane Larson & Amanda MacDonell, Itasca County HRA

Amanda MacDonnell, Diane Larson

Presentation on types/styles of units available, income restrictions, etc. regarding the Beacon Hill project.

5:09 PM **MEETING PROTOCOL POLICY**

5:10 PM **PUBLIC FORUM**

None.

5:15 PM **COUNCIL REPORTS**

Councilor Zeige expresses appreciation for local law enforcement and the service they provide to the Grand Rapids community.

**5:20 APPROVAL OF MINUTES
PM**

Consider approving Council minutes for Monday, June 27, 2016.

A motion was made by Councilor Rick Blake, second by Councilor Dale Christy, to approve Council minutes as presented . The motion PASSED by unanimous vote.

**5:21 CONSENT AGENDA
PM**

1. Authorize the Mayor and City Administrator to sign the School Liaison Officer Agreement for the 2016 - 2017 school year with School District #318.
Approved by consent roll call
2. Consider entering into agreements with area businesses for advertising at the IRA Civic Center.
Approved by consent roll call
3. Consider approving five (5) Temporary Liquor Licenses for MacRostie Art Center.
Approved by consent roll call
4. Consider approving changes to Fire Department Pay.
Approved by consent roll call
- 4a. Consider terminating the lease agreement with Itasca Strength and Conditioning.
Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Zabinski, second by Councilor Blake, to Approve the Consent agenda as amended, add item #4a, termination of contract with Itasca Strength & Conditioning. The motion carried by the following vote

Aye 4 - Councilor Dale Christy
Councilor Ed Zabinski
Councilor Bill Zeige
Councilor Rick Blake

**5:23 SETTING OF REGULAR AGENDA
PM**

A motion was made by Councilor Ed Zabinski, second by Councilor Dale Christy, to approved the Regular agenda as presented. The motion PASSED by unanimous vote.

**5:24 ACKNOWLEDGE BOARDS & COMMISSIONS
PM**

5. Acknowledge:
Library Board: April 13, 2016 & May 11, 2016
PUC: May 5, 2016 & May 11, 2016

Acknowledge Boards and Commissions**5:25 COMMUNITY DEVELOPMENT
PM**

6. Consider adopting a resolution supporting a DEED Job Creation Fund Application by Swan Machine, Inc.

A motion was made by Councilor Christy, second by Councilor Zabinski, to adopt Resolution 16-54, supporting DEED Job Creation Fund Application for Swan Machine, Inc. The motion carried by the following vote.

Aye 4 - Councilor Dale Christy
Councilor Ed Zabinski
Councilor Bill Zeige
Councilor Rick Blake

**5:30 ADMINISTRATION DEPARTMENT
PM**

7. Consider accepting notice of retirement from Ray Fox, Public Works Maintenance.

A motion was made by Councilor Rick Blake, second by Councilor Dale Christy, accepting notice of retirement for Ray Fox, with gratitude for his years of service and authorized staff to begin the process of filling the position. The motion PASSED by unanimous vote.

8. Consider adopting Safety Shoe Allowance Policy.

A motion was made by Councilor Dale Christy, second by Councilor Ed Zabinski, to adopt the Safety Shoe Allowance Policy as presented. The motion PASSED by unanimous vote.

9. Consider entering into agreements with Actual Wolf and Time Music Agency, Inc. for entertainment related to Tall Timber Days.

A motion was made by Councilor Zabinski, second by Councilor Blake, approving agreements with Actual Wolf & Time Music Agency, Inc. for entertainment related to Tall Timber Days. The motion carried by the following vote.

Aye 4 - Councilor Dale Christy
Councilor Ed Zabinski
Councilor Bill Zeige
Councilor Rick Blake

**5:50 VERIFIED CLAIMS
PM**

10. Consider approving the verified claims for the period June 21, 2016 to July 5, 2016 in the total amount of \$539,714.17.

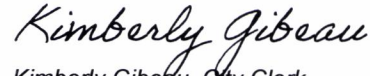
A motion was made by Councilor Christy, second by Councilor Zabinski, approving the verified claims as presented. The motion carried by the following vote.

Aye 4 - Councilor Dale Christy
Councilor Ed Zabinski
Councilor Bill Zeige
Councilor Rick Blake

ADJOURNMENT

A motion was made by Councilor Christy, second by Councilor Zabinski, to adjourn the meeting at 5:34 PM. The motion carried by the following vote.

Respectfully submitted:



Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, July 11, 2016

4:00 PM

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council will be held on Monday, July 11, 2016 at 4:02 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

Present 4 - Councilor Dale Christy, Councilor Ed Zabinski, Councilor Bill Zeige, and Councilor Rick Blake

Absent 1 - Mayor Dale Adams

Others present:

Tom Pagel, Chad Sterle, Rob Mattei, Barb Baird, Steve Schaar, Jeff Davies

Discussion Items

1. Meet and have a discussion with the City's new Financial Advisors - Elhers Inc.

Rebecca Kurtz and Nick Anhut, introduce Ehlers to Council, team approach work style and dedication to customers. .
3. Legislative Update ~ Senator Saxhaug & Representative Anzelc

Representative Anzelc and Senator Saxhaug provide a legislative update. Bonding bill, tax bill and transportation package on agenda for return to special session hopefully in mid-August.
2. Coalition of Greater MN Cities Update ~ Brad Peterson

Brad Peterson, CGMC and Loren Solberg who is working on behalf of the Coalition, provides update on issues and current status.
4. Review 5:00 PM Regular Meeting

Addition of item #4a, Termination of agreement with Itasca Strength & Conditioning

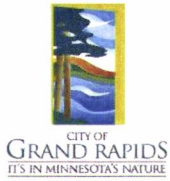
ADJOURN

There being no further business, the meeting adjourned at 5:04 PM.

Respectfully submitted:

Kimberly Gibeau

Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0457 **Version:** 1 **Name:** Hammerlund Change Order
Type: Agenda Item **Status:** Consent Agenda
File created: 7/12/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider approving a change order in the remodel of the Old Zamboni Room.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving a change order in the remodel of the Old Zamboni Room.

Background Information:

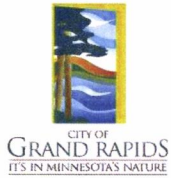
On May 23rd, City Council approved the remodeling of the Old Zamboni Room to accommodate the addition of a skating treadmill at the IRA Civic Center. After bids were received, staff decided to change the doors that were installed to include windows in the top half. The change increased the project by \$500.00.

Staff Recommendation:

City staff recommends approving a change order in the amount of \$500.00 to Hammerlund Construction for adding glass to the doors that were installed in the Old Zamboni Room.

Requested City Council Action

Make a motion approving a change order in the amount of \$500.00 to Hammerlund Construction for adding glass to the doors that were installed in the Old Zamboni Room.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0458 **Version:** 1 **Name:** Pepsi Contract
Type: Agenda Item **Status:** Consent Agenda
File created: 7/12/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider entering into a Beverage Sales Agreement with Pepsi Beverages Company for product and services at the IRA Civic Center.

Sponsors:

Indexes:

Code sections:

Attachments: [Pepsi Contract 2016](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a Beverage Sales Agreement with Pepsi Beverages Company for product and services at the IRA Civic Center.

Background Information:

Our existing Beverage Agreement with Pepsi Beverages Company expires on October 31, 2016. We have worked with Pepsi for over 20 years and are extremely satisfied with their product and service. Included in the contract, Pepsi agrees to \$4,000.00 in annual advertising at the IRA Civic Center which will help with the purchase of our electric resurfacers. The contract has been reviewed by Attorney Sterle and is attached for your review.

Staff Recommendation:

City staff recommends entering into a Beverage Sales Agreement with Pepsi Beverages Company for product and services at the IRA Civic Center.

Requested City Council Action

Make a motion to enter into a Beverage Sales Agreement with Pepsi Beverages Company for product and services at the IRA Civic Center.



BEVERAGE SALES AGREEMENT

This sets forth the agreement (“*Agreement*”) between Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising Pepsi Beverages Company with an office located at 1154 US Hwy. 169, Grand Rapids, MN 55744 (“*Pepsi*”) and The City of Grand Rapids, doing business at the IRA Civic Center and Grand Rapids Sports Complex with its principal place of business at 1401 McKinney Lake Road, Grand Rapids, MN 55774 (the “*Customer*”) relating to (i) the purchase by the Customer from Pepsi of the Products. The support described below is in lieu of any other discounts, allowances or rebates to which the Customer might otherwise be entitled from time to time.

Definitions

As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

“*Beverage*” or “*Beverages*” means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teas (“*LCT*”), (ix) frozen carbonated and non-carbonated beverages (“*FB*”), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

“*Cases*” shall mean the number of cases of Packaged Products purchased by the Customer from Pepsi, initially delivered in quantities of 24, 15, and 12 bottle/can units, and thereafter in such other size, quantity and type of containers as determined by Pepsi, from time to time.

“*Equipment*” means all types of equipment owned and/or operated by Pepsi and used to sell or dispense the Products, including: full service vending machines (“*Vending Machines*”), coolers, fountain dispensing equipment and retail single-serve food service equipment.

“*Facilities*” shall mean the entire premises of every facility owned, leased, occupied, operated, now or in the future, by the Customer or its Food Service Provider and includes all city building locations affiliated with the Customer; including all buildings, the grounds, parking lots, dining/cafeteria facilities, snack bars, food carts, retail locations, the grounds, unbranded and branded food service outlets, parking lots and all vending areas located at or around the Facilities. A current list of the Facilities is set forth in attached Exhibit A.

“*Food Service Provider*” shall mean any food service provider which may serve at the Facilities at any point during the Term. The Customer acknowledges and agrees that this Agreement, including the pricing, funding and other consideration provided for herein is based on the Customer’s current operating model/use of third party Food Service Providers. Thus, in the



event that: (i) if the Customer is currently self-operated, the Customer switches to a Food Service Provider, or (ii) if the Customer currently uses a Food Service Provider to operate its concessions, such agreement between the Customer and the current Food Service Provider expires or is terminated, and the Customer enters into a new arrangement with a Food Service Provider; then any such new or subsequent agreement between the Customer and any Food Service Provider (pursuant to either (i) or (ii) above) shall require such Food Service provider to abide by the applicable pricing and other terms set forth in this Agreement to the exclusion of all other benefits, and shall specifically require such Food Service Provider to affirm that it will not be entitled or seek to receive any funding or other benefits/consideration in connection with any agreement such Food Service Provider may separately have with Pepsi or Pepsi's affiliates. In the event that the Customer fails to adhere to this requirement (or the Food Service Provider refuses to abide accordingly), then Customer hereby authorizes Pepsi, and Pepsi shall be entitled to adjust its pricing, funding or other consideration provided to the Customer by an amount equal to the incremental costs incurred by Pepsi as a result of the Customer's change in Food Service Providers.

"Gallons" shall mean the number of gallons of the Postmix Products purchased by the Customer from Pepsi.

"Packaged Products" shall mean Beverages that are distributed in pre-packaged form (e.g., bottles and cans). A current list of Pepsi's Packaged Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"Postmix Products" shall mean Beverages used to create and dispense fountain beverages and/or frozen carbonated and non-carbonated beverages. A current list of Pepsi's Postmix Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

"Products" shall mean Postmix Products, Packaged Products and LCT manufactured, bottled, sold and/or distributed by Pepsi.

"Year" shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

Term

The term of this Agreement shall commence on November 1, 2016 and expire upon October 31, 2026 (the "**Term**"). When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

Scope

(A) Exclusive Pouring Rights

During the Term of this Agreement Pepsi shall have the exclusive right to make all Beverages (including Fountain Products and Packaged Products, including Packaged Products sold through vending machines) available for sale and distribution within the Customer's Facilities, including at all locations located within the Facilities where Beverages are sold and catering operations for



Customer or its Facilities. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Facilities, and Customer will cause the purchasing representative for each of the Facilities to purchase all its respective requirements for such Products directly and exclusively from Pepsi.

(B) Ancillary Products

During the Term, Customer will cause the purchasing representative for each of the Facilities to purchase all its respective requirements for carbon dioxide and branded disposable cups ("*Ancillary Products*") exclusively from Pepsi.

(C) Advertising Rights

Pepsi may advertise and promote its Products in and with respect to the Customer and its Facilities upon mutually agreed to terms and conditions.

Performance

This Agreement, including all of Pepsi's support to the Customer as described below, is contingent upon the Customer complying with all of the following performance criteria:

(A) Exclusivity. The Products shall be the exclusive Beverage of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Facilities by any method or through any medium whatsoever (including without limitation print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. In no event shall there be served, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted, beverage products licensed by, or produced by bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of competitive nonalcoholic Beverages.

The Customer represents that it shall purchase and shall cause its Facilities and its Food Service Provider to purchase Products exclusively from Pepsi throughout the Term.

The Customer shall only use the Postmix Products for use in preparing the fountain beverage products (the "*Fountain Products*"): (i) in accordance with the standards established by Pepsi; and (ii) only for immediate or imminent consumption and shall not resell the Postmix Products either to nonaffiliated facilities or to consumers in any form other than the Fountain Products.

The Customer shall have appropriate brand identification, as identified by Pepsi, for each Beverage Product served on all menus (including catering), menuboards and postmix dispensing valves at each of the Facilities throughout the Term.

The Customer agrees that it shall promptly notify Pepsi, in writing, of each new Facility which is opened or acquired during the Term, as well as of any Facility which is closed, sold or otherwise disposed of during the Term so that the parties may promptly update Exhibit A.



PEPSI BEVERAGES COMPANY

At all times during the Term, the Customer agrees to mandate the distribution of a minimum of the following skus of Products, as applicable, at each of the Facilities (“*Required SKUS*”). The Required SKUs shall be determined as follows:

Pepsi, Diet Pepsi, Mt. Dew, Mist Twst, Gatorade, Aquafina, SoBe Lifewater, Ocean Spray Juices, Rockstar Energy, Lipton Teas (if sell the categories).

Consideration

In consideration of the exclusive rights granted to Pepsi by Customer over the Term of this Agreement, and provided Customer is not in breach of this Agreement, Pepsi shall provide Customer with the following:

(A) Annual Support Funds. Pepsi shall provide Customer with annual support funds in the amount of Two Thousand Dollars (\$2,000), payable to the Customer within sixty (60) days after the commencement of Year 1 and each anniversary thereafter until the end of the Term of this Agreement not to exceed Ten (10) consecutive payments (the “*Annual Support Funds*”). The Annual Support Funds are earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer’s failure to cure a breach hereof, the unearned Annual Support Funds will be repaid to Pepsi pursuant to the terms of Section (F)(1) herein.

(B) Annual Advertising Support Funds. Pepsi shall provide Customer with annual support funds for advertising and signage in the amount of Two Thousand Dollars (\$2,000), payable to the Customer within sixty (60) days after the commencement of Year 1 and each anniversary thereafter until the end of the Term of this Agreement not to exceed Ten (10) consecutive payments (the “*Annual Advertising Support Funds*”). The Annual Advertising Support Funds are earned throughout the Year in which they are paid. In the event Pepsi terminates this Agreement due to the Customer’s failure to cure a breach hereof, the unearned Annual Support Funds will be repaid to Pepsi pursuant to the terms of Section (F)(1) herein.

(C) Marketing Support Funds. Each Year throughout the Term, Pepsi shall calculate the total number of Cases of Packaged Products purchased by each of the applicable Facilities from Pepsi pursuant to this Agreement, and shall provide the Customer with Marketing Support Funds calculated based on applicable amounts set forth below (the “*Marketing Support Funds*”). The Marketing Support Funds, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Pepsi Quarter during the Term. In the event that any Facility is closed during the Term of this Agreement, Pepsi agrees to provide Customer with all Marketing Support Funds accrued on behalf of that applicable Facility as of the time of closing, provided that such Facility was in full compliance with the terms and conditions of this Agreement.

Marketing Support Funds	Applicable Products
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PEPSI BEVERAGES COMPANY

Amount	
\$2.00/Case	Ocean Spray Juices – 15.2 ounce
\$2.00/Case	24 pack case-20 ounce Carbonated Soft Drinks, Aquafina
\$4.00/Case	24 pack case – 20 ounce Gatorade

The parties agree that Pepsi shall not accrue or pay any Marketing Support Funds for sales to Facilities that are in breach of the Performance Requirements listed above. Customer agrees that the Marketing Support Funds shall be used in part to help offset costs associated with mutually agreed upon marketing programs and promotions throughout the Term.

(D) **Free Equipment Loan and Service.** As further outlined below under **Equipment**, Pepsi shall provide at no cost to Customer or the Facilities necessary dispensing/selling Equipment for Beverages at the Facilities. Such Equipment shall be in sufficient quantities (in light of sales volume) as determined by Pepsi to satisfy the Facilities reasonable needs.

Equipment

Pepsi will loan the Facilities, at no charge, appropriate Equipment for dispensing the Products during the Term. Customer agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Pepsi will also provide, at no charge to the Customer, service to the Equipment. Title to such Equipment will remain vested in Pepsi or its affiliate and all such Equipment will be returned to Pepsi upon expiration or earlier termination of this Agreement. Each Year during the Term or at Pepsi's request, Customer shall provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the Customer pursuant to this Agreement. Failure to provide such verification list to Pepsi shall be deemed a material breach of this Agreement.

Pepsi will provide, at no charge to the Customer, preventative maintenance and service to the Equipment. Pepsi will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will promptly respond to each applicable Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible.

Notwithstanding the foregoing, Pepsi reserves the absolute right to remove any glass front Vending Machines that sells less than four (4) cases of Product per week or any other Vending Machines that sells less than two (2) cases of Product per week.

Pricing

Pepsi will provide Customer/Facilities a complete supply of Products during the Term of this Agreement and shall deliver such Products in a timely manner (based on mutually agreed upon



delivery schedules) and in good and sanitary condition. The Products and Ancillary Products shall be purchased by the Customer or its Food Service Provider from Pepsi at prices established by Pepsi. The current pricing schedule for Products is set forth on attached Exhibit B. Thereafter, the prices will be increased by 3.5% annually and Pepsi shall provide thirty (30) days notice of any price increases during the Term.

General Terms

(E) **Termination.** Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. If for any reason the Customer closes one or more of its Facilities for a period of ten (10) business days or more, then such event shall be deemed a material breach of this Agreement, and Pepsi shall have the right to immediately terminate this Agreement upon five (5) days prior written notice.

In the event of breach of this Agreement by one or more Facilities, the parties agree that Pepsi shall have the option, in lieu of termination of the entire Agreement, to terminate the Agreement only as it pertains to the applicable breaching Facilities and to obtain an equitable reimbursement for the portions of funding and other costs attributable to such breaching Facilities.

(F) **Remedies.** If Pepsi terminates this Agreement as a result of default by Customer or its Facilities, or if Customer terminates this Agreement for a reason other than uncured default by Pepsi, then Customer and its Facilities will surrender to Pepsi all Equipment provided by Pepsi and shall forfeit all funding not paid as of the date of termination. In addition, without prejudice to any other right or remedy available to Pepsi, Pepsi shall have the right to immediately seek reimbursement from Customer and the Facilities for the following:

(1) An amount reflecting reimbursement for all funding previously advanced by Pepsi but not earned by the Customer pursuant to the terms of this Agreement. With regard to the Annual Support Funds and Annual Advertising Support Funds, the amount of such reimbursement shall be determined by multiplying Annual Support Funds and Annual Advertising Support Funds by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is twelve (12);

(2) An amount reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Facilities, if applicable; and

(G) **Expiration.** Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi for the purchase of the Products, Customer shall surrender to Pepsi all Equipment installed in the Facilities, whether leased, loaned or otherwise made available by Pepsi.



PEPSI BEVERAGES COMPANY

(H) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Facilities for Products ordered from and delivered by Pepsi pursuant to this Agreement.

(I) **Non-Disclosure.** Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.

(J) **Indemnification.** Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of the Products; and/or (iii) the negligence or willful misconduct of Pepsi. The Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the Customer.

(K) **Assignment.** In the event that a third party acquires Customer or all or a group of the Facilities, or if Customer is acquired or merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity within ten (10) days following the closing of the transaction, Pepsi may, at its option, terminate this Agreement effective immediately and Customer will pay to Pepsi all sums specified in Section 0(F) herein. The Agreement shall not be otherwise assignable without the express written consent of Pepsi. Customer represents and warrants to Pepsi that any change in the Food Service Provider at the Facilities shall not affect Pepsi's rights or obligations hereunder.

(L) **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard to conflict of laws principles.

(M) **Price Discrepancy.** Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If the Customer makes a price discrepancy claim within 90 days of the invoice date, the Customer must submit a written request specifying the particular Beverage Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable
Pepsi-Cola Customer Service Center
P.O. Box 10
Winston-Salem, North Carolina 27102.

If the Customer makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, the Customer must submit to Pepsi a copy of



PEPSI BEVERAGES COMPANY

the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation.

(N) Tax. The Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with the consideration or any other fees payable by Pepsi under this Agreement. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Facilities.

(O) Force Majeure. Pepsi will not be responsible for any delay or lack of delivery resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of God, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of Pepsi or that of the suppliers to Pepsi unless such contingency is specifically excluded in another part of this Agreement. Subject to the provisions below, this Agreement will be suspended as to both Beverage Product and delivery during any of the above force majeure contingencies. Any and all suspended deliveries will resume after such contingencies cease to exist, if possible, and this Agreement will resume in accordance with its terms, unless otherwise provided for herein.

(P) Release, Discharge or Waiver. No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.

(Q) Relationship of the Parties. The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.

(R) Effect of Headings. The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.

(S) Construction. This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and



shall be in writing unless otherwise mutually agreed by the parties. If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.

(T) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(U) **Further Assurances.** Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

(V) **Notices.** Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or by facsimile, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company

Attn: Director, FoodService

With a copy to (which shall not constitute notice):

Pepsi Beverages Company
One Pepsi Way
Somers, NY 10589
Attn: Legal Department

If to Customer:

(W) **Right of First Negotiation/Refusal.** As of the commencement of this Agreement until ninety (90) days prior to the expiration of the Term, the Customer hereby agrees to grant Pepsi exclusive negotiation rights with respect to extending the current Agreement or entering into a new agreement for Beverage pouring rights at the Facilities upon expiration of the current Term. Thereafter, if the parties have not entered into a new agreement, the Customer shall be free to



enter into discussions/negotiations with third parties except that Customer shall grant Pepsi the absolute right of first refusal to match any bona fide offers made by a third party with respect to Beverage pouring rights/sales at the Facilities. The Customer shall provide Pepsi with details of any such bona fide offers, and Pepsi shall have a fifteen (15) day window to decide whether it will match such offer and exercise its right of first refusal. The parties agree that beverage type/category and not brand names shall be considered for the purposes of determining a match. In the event that Pepsi declines to match such offer, or fails to respond within the fifteen (15) day period, then Customer shall be free to enter into an agreement with any third party based on terms and conditions equal or favorable to those presented to Pepsi in connection with the notice specified herein.

(X) Limitations/Offset Rights. Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if the Customer (i) sells Products directly or indirectly for resale outside of the Pepsi’s exclusive territory where the Facilities operate, (ii) purchases Products outside Pepsi’s exclusive territory where the Facilities operate and resells such Products within Pepsi’s exclusive territory or (iii) does not comply with Pepsi’s payment terms or makes an unauthorized deduction from amounts due.

(Y) Entire Agreement. This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

(Z) Customer Representations. Customer represents and warrants to Pepsi that the execution, delivery and performance of this Agreement by Customer will not violate any agreements with, or rights of, third parties. The Customer and undersigned represent that the undersigned is duly authorized and empowered to bind the Customer to the terms and conditions of this Agreement for the duration of the Term.

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

Bottling Group, LLC

Customer

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



PEPSI BEVERAGES COMPANY

Exhibit A
Customer Facilities

IRA Civic Center
Grand Rapids Sports Complex



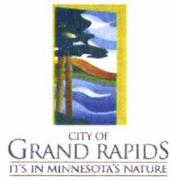
Exhibit B
Products and Prices

Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.



PEPSI BEVERAGES COMPANY

Customer Name	COF	Package	Prod Grp/Inven Lbl	On Ticket
IRA Civic Center	315425	1 Liter 12L	Water_PET_1 Liter 12L_Gatorade TM_Gatorade Propel Total	\$16.64
IRA Civic Center	315425	1.62oz 12L	Water_PET_1.62oz 12L_Aquafina TM_Aquafina Flv Enhnc Total	\$29.74
IRA Civic Center	315425	10.1oz 24L	NCB_PET_10.1oz 24L_Fruit Shoot TM_All Brands	\$16.28
IRA Civic Center	315425	11oz 12L	NCB_Glass_11oz 12L_Starbucks TM_All Brands	\$17.61
IRA Civic Center	315425	12oz 12L	NCB_PET_12oz 12L_Muscle Milk TM_Muscle Milk Total	\$34.00
IRA Civic Center	315425	12oz LN 24L	CSD_Glass_12oz LN 24L_All TMs_All Brands	\$28.63
IRA Civic Center	315425	12oz LN 24P	CSD_Glass_12oz LN 24P_All TMs_All Brands	\$28.63
IRA Civic Center	315425	12oz LN 4P	CSD_Glass_12oz LN 4P_All TMs_All Brands	\$28.63
IRA Civic Center	315425	14oz 12L	NCB_Glass_14oz 12L_Lipton TM_All Brands	\$18.00
IRA Civic Center	315425	15.2oz 12L	NCB_PET_15.2oz 12L_Ocean Spray TM_All Brands	\$17.20
IRA Civic Center	315425	16.9oz 12L	Water_Carton_16.9oz 12L_ONE TM_All Brands	\$24.42
IRA Civic Center	315425	16.9oz 12L	Water_PET_16.9oz 12L_Aquafina TM_Aquafina Splash Sparkling	\$10.03
IRA Civic Center	315425	16.9oz 24L	Water_PET_16.9oz 24L_Aquafina TM_Aquafina Splash Sparkling	\$19.47
IRA Civic Center	315425	16oz 12L	Water_PET_16oz 12L_Ocean Spray TM_Ocean Spray PACT Tot	\$18.20
IRA Civic Center	315425	17oz 12L	Water_PET_17oz 12L_Vita Ice TM_Vita Ice Total	\$9.41
IRA Civic Center	315425	1oz 16L	NCB_Carton_1oz 16L_Gatorade TM_All Brands	\$21.86
IRA Civic Center	315425	2.1oz 12L	NCB_PET_2.1oz 12L_Gatorade TM_All Brands	\$18.00
IRA Civic Center	315425	2.8oz 12L	NCB_PET_2.8oz 12L_Gatorade TM_All Brands	\$18.69
IRA Civic Center	315425	20oz 12L	NCB_PET_20oz 12L_SoBe TM_All Brands	\$19.12
IRA Civic Center	315425	20oz 12L	Water_PET_20oz 12L_Rockstar TM_All Brands	\$19.30
IRA Civic Center	315425	20oz 12L	Water_PET_20oz 12L_SoBe TM_All Brands	\$14.09
IRA Civic Center	315425	20oz 24L	CSD_PET_20oz 24L_All TMs_All Brands	\$25.47
IRA Civic Center	315425	20oz 24L	NCB_PET_20oz 24L_Gatorade TM_All Brands	\$29.06
IRA Civic Center	315425	20oz 24L	NCB_PET_20oz 24L_Lipton TM_All Brands	\$25.47
IRA Civic Center	315425	20oz 24L	NCB_PET_20oz 24L_Tropicana TM_All Brands	\$25.47
IRA Civic Center	315425	20oz 24L	Water_PET_20oz 24L_Aquafina TM_All Brands	\$19.92
IRA Civic Center	315425	20oz 24L	Water_PET_20oz 24L_Schweppes TM_All Brands	\$19.92
IRA Civic Center	315425	500ml 24L	Water_PET_500ml 24L_Gatorade TM_All Brands	\$23.92
IRA Civic Center	315425	750ml 12L	Water_PET_750ml 12L_Gatorade TM_All Brands	\$12.48
IRA Civic Center	315425	8.5oz 24L	CSD_Glass_8.5oz 24L_All TMs_All Brands	\$21.84
IRA Civic Center	315425	BIB 1G	NCB_Bag_BIB 1G_All Other TM_Flavorworks Total	\$20.00
IRA Civic Center	315425	BIB 3G	CSD_Bag_BIB 3G_All TMs_All Brands	\$18.83
IRA Civic Center	315425	BIB 3G	CSD_FCB-Bag_BIB 3G_All TMs_All Brands	\$36.55
IRA Civic Center	315425	BIB 3G	NCB_Bag_BIB 3G_Gatorade TM_All Brands	\$18.39
IRA Civic Center	315425	BIB 3G	NCB_Bag_BIB 3G_Lipton TM_Lipton Brisk Total	\$19.92
IRA Civic Center	315425	BIB 3G	NCB_Bag_BIB 3G_Mt Dew TM_All Brands	\$18.83
IRA Civic Center	315425	BIB 3G	NCB_Bag_BIB 3G_Siberian Chill TM_All Brands	\$34.48
IRA Civic Center	315425	BIB 3G	Water_Bag_BIB 3G_SoBe TM_SoBe Life Water Total	\$18.83
IRA Civic Center	315425	BIB 5G	CSD_Bag_BIB 5G_Dr Pepper TM_All Brands	\$19.08
IRA Civic Center	315425	BIB 5G	CSD_Bag_BIB 5G_Mt Dew TM_All Brands	\$18.46
IRA Civic Center	315425	BIB 5G	CSD_Bag_BIB 5G_Pepsi TM_All Brands	\$18.46
IRA Civic Center	315425	BIB 5G	CSD_Bag_BIB 5G_Schweppes TM_All Brands	\$18.46
IRA Civic Center	315425	BIB 5G	CSD_Bag_BIB 5G_Sierra Mist TM_All Brands	\$18.46
IRA Civic Center	315425	BIB 5G	NCB_Bag_BIB 5G_Tropicana TM_All Brands	\$18.46
IRA Civic Center	315425	C02 20LB Full	Supply_CO2 Full Total_C02 20LB Full	\$27.84
IRA Civic Center	315425	Can 11oz 12L	NCB_Aluminum_Can 11oz 12L_Starbucks TM_All Brands	\$23.92
IRA Civic Center	315425	Can 12oz 12L	CSD_Aluminum_Can 12oz 12L_Pepsi TM_All Brands	\$12.00
IRA Civic Center	315425	Can 12oz 12L	NCB_Aluminum_Can 12oz 12L_Lipton TM_All Brands	\$9.88
IRA Civic Center	315425	Can 12oz 12L	NCB_Aluminum_Can 12oz 12L_Mt Dew TM_Mt Dew Kickstart To	\$12.48
IRA Civic Center	315425	Can 16oz 12L	NCB_Aluminum_Can 16oz 12L_Mt Dew TM_All Brands	\$12.95
IRA Civic Center	315425	Can 24oz 12L	NCB_Aluminum_Can 24oz 12L_Lipton TM_All Brands	\$9.43
IRA Civic Center	315425	Slushies	NCB_FCB-Bag_Slushies_Polar Shock TM_All Brands	\$36.55



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0459 **Version:** 1 **Name:** 2016 Operating Transfers
Type: Agenda Item **Status:** Consent Agenda
File created: 7/13/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider approving the 2016 budgeted operating transfers.

Sponsors:

Indexes:

Code sections:

Attachments: [Operating transfers-Res.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the 2016 budgeted operating transfers.

Background Information:

The City Council adopted the 2016 budget on December 14, 2015. That budget included several operating transfers and funding sources for various projects. We are requesting City Council approval for those transfers. They are as follows:

- *\$155,000 from the General Fund to the Capital Equipment Fund,
- *\$150,000 from the General Fund to the 2013B Street Reconstruction Debt Service Fund,
- * \$20,000 from the General Fund to the Airport Operations Fund,
- * \$95,000 from the General Fund to the Capital Equipment Fund for Fire Department Depreciation

Staff Recommendation:

Staff recommends approving the 2016 budgeted operating transfers.

Requested City Council Action

Make a motion adopting the resolution for the budgeted operating transfers from the General Fund to the following funds: \$155,000 to the Capital Equipment Fund, \$150,000 to the 2013B Street Reconstruction Debt Service Fund, \$20,000 to the Airport Operations Fund, \$95,000 to the Capital Equipment Fund for Fire Department depreciation.

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

RESOLUTION NO. 16-

A RESOLUTION TO AUTHORIZE THE FOLLOWING BUDGETED OPERATING TRANSFERS FROM THE GENERAL FUND: \$155,000 TO THE CAPITAL EQUIPMENT FUND, \$150,000 TO THE 2013B STREET RECONSTRUCTION DEBT SERVICE FUND, \$20,000 TO THE AIRPORT OPERATIONS FUND, AND \$95,000 TO THE CAPITAL EQUIPMENT FUND FOR FIRE DEPARTMENT DEPRECIATION

WHEREAS, on December 14, 2015, the Grand Rapids City Council approved the 2016 General Fund Expenditure Budget, which included the following transfers,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorize the following budgeted transfers for 2016:

\$155,000	from the General Fund to the Capital Equipment Fund,
\$150,000	from the General Fund to the 2013B Street Reconstruction Debt Service Fund,
\$ 20,000	from the General Fund to the Airport Operations Fund,
\$ 95,000	from the General Fund to the Capital Equipment Fund for Fire Department depreciation

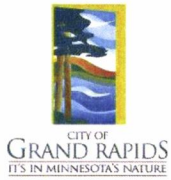
Adopted this 25th day of July, 2016.

Dale 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 #: 16-0462 **Version:** 1 **Name:** Call for Public Hearing 2016 St Reconstruction Bonds
Type: Agenda Item **Status:** Consent Agenda
File created: 7/15/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider adopting a resolution calling for a Public Hearing on August 8, 2016 at 5:30 p.m. relating to the issuance of General Obligation Street Reconstruction Bonds for 2016 infrastructure project.
Sponsors:
Indexes:
Code sections:
Attachments: [Grand Rapids Resolution Calling Public Hearing on Street Reconstruction Plan - 483247v1.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution calling for a Public Hearing on August 8, 2016 at 5:30 p.m. relating to the issuance of General Obligation Street Reconstruction Bonds for 2016 infrastructure project.

Background Information:

Minnesota Statutes, 475.58 authorizes the City to issue and sell its general obligation bonds to finance the costs of projects in the Five Year Street Reconstruction Plan without an election, but subject to a reverse referendum, if the issuance of the bonds following a public hearing is approved by a unanimous vote of all the members of the City Council present at the meeting.

The project to be funded with the Reconstruction Bond is:

*2017-1 5th Street North & 8th Avenue North East

Staff Recommendation:

Staff recommends adopting a resolution calling for a Public Hearing on August 8, 2016 at 5:30 p.m. relating to the issuance of General Obligation Street Reconstruction Bonds for 2016 infrastructure project.

Requested City Council Action

Make a motion adopting a resolution calling for a Public Hearing on August 8, 2016 at 5:30 p.m. relating to the issuance of General Obligation Street Reconstruction Bonds for 2016 infrastructure project.

RESOLUTION NO. _____

RESOLUTION RELATING TO THE ADOPTION OF AN AMENDMENT TO THE CITY'S
STREET RECONSTRUCTION PLAN
AND THE ISSUANCE OF STREET RECONSTRUCTION BONDS:
CALLING A PUBLIC HEARING

BE IT RESOLVED by the City Council ("Council") of the City of Grand Rapids, Itasca County, Minnesota ("City").

Section 1. Background; Findings.

1.01. The Council has found and determined that certain streets in the City are in need of reconstruction, repair and improvement.

1.02. As authorized under Minnesota Statutes, Section 475.58, subdivision 3b (the "Act"), the City previously prepared a five year street reconstruction plan (the "Plan") describing the streets to be reconstructed, the estimated costs of the Plan (the "Costs"), and the planned reconstruction of other streets in the City over the five-year period of 2016 through 2020.

1.03. The Council held a duly noticed public hearing on the Plan on June 9, 2014, and unanimously approved the Plan.

1.04. The City now finds that it is necessary to create an updated Plan to include various additional projects and Costs thereof not currently provided for in the Plan (the "Amended Plan") and to provide for the issuance of bonds to finance a portion of the Costs in an amount not to exceed \$2,230,000 (the "Bonds"), and further finds and determines that it is in the best financial interests of the City that the City hold a public hearing on the Amended Plan and the issuance of Bonds as provided in the Act.

Sec. 2. Public Hearing Authorized.

2.01. The City hereby authorizes its staff and consultants to prepare an Amended Plan for street reconstruction projects in the City over the five-year period of 2016 to 2020 in accordance with the Act, and to place a copy of the Amended Plan on file with the City Clerk by no later than the date of publication of the hearing notice.

2.02. As required by the Act, a public hearing on the Amended Plan and the issuance of the Bonds to finance the Costs will be conducted in the City Hall on August 8, 2016, commencing at 5:30 P.M. The City Administrator is authorized and directed to cause notice of the hearing to be published in substantially the form attached hereto as Exhibit A not less than ten nor more than 28 days prior to the date of the hearing.

Sec. 3. Miscellaneous.

3.01. As provided in the Act, the Bonds, in the amount of the Costs, will not be issued without the approval of a majority of the voters at a special election if within 30 days after approval of the Amended Plan and authorization of the issuance of the Bonds, a petition requesting such an election signed by a number of voters equal to five percent of the votes cast in the last previous City general election, is filed with the City Clerk.

Approved this July 25, 2016 by the City Council of the City of Grand Rapids, Minnesota.

Mayor

Attest:

City Clerk

EXHIBIT A

CITY OF GRAND RAPIDS
ITASCA COUNTY, MINNESOTA

NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN that the City Council of the City of Grand Rapids, Minnesota will conduct a public hearing at the City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota on Monday, August 8, 2016, commencing at 5:30 P.M., to consider a proposed amendment to the City's Street Reconstruction Plan (the "Amended Plan") and the issuance of general obligation street reconstruction bonds in an estimated aggregate principal amount not to exceed \$2,230,000 (the "Bonds").

The Amended Plan proposes to finance the construction of street reconstruction projects by the issuance of the Bonds under the provisions of Minnesota Statutes, Section 475.58, subdivision 3b. The Bonds will not be issued without approval of the voters at a special election if within 30 days after adoption of the resolution approving the Plan and authorizing issuance of the Bonds, a petition requesting such an election is signed by a number of voters equal to five percent of the votes cast in the last previous general City election and is filed with the City Clerk.

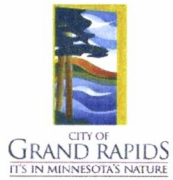
Any person wishing to express a view about the Plan may present written or oral testimony at the public hearing.

BY ORDER OF THE CITY COUNCIL

/s/ Tom Pagel

City Administrator

Published: _____, 2016.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0463 **Version:** 1 **Name:** Undem Resignation
Type: Agenda Item **Status:** Consent Agenda
File created: 7/18/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider accepting resignation from John Undem from the Airport Advisory Board.

Sponsors:

Indexes:

Code sections:

Attachments: [Undem Resignation - July 2016](#)

Date	Ver.	Action By	Action	Result
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Consider accepting resignation from John Undem from the Airport Advisory Board.

Background Information:

John Undem began his term on the Airport Advisory Board on March 1, 2014. His term will expire December 31, 2016. With the remainder of the current term at only five months, staff would like to begin the process of filling the vacancy as soon as possible and ask that, at the time of appointment for new member, the Council consider appointing to fulfill the current term and another consecutive term.

Staff Recommendation:

Accept resignation and authorize filling the vacancy.

Requested City Council Action

Make a motion accepting resignation from John Undem from the Airport Advisory Board and authorize staff to advertise the vacancy.

UNDEM LAW OFFICE

Attorney at Law
JOHN D. UNDEM

521 NORTH POKEGAMA AVENUE
P.O. BOX 428
GRAND RAPIDS, MN 55744
Telephone: (218) 326-0321
Facsimile: (218) 326-0248
jundem@undemlaw.com

Legal Assistant
AMY A. SACK

RECEIVED
JUL 14 2016
CITY OF GRAND RAPIDS

July 11, 2016

Mr. Tom Pagel
City Administrator
City Administration Department
420 North Pokegama Avenue
Grand Rapids, MN 55744

Grand Rapids Engineering Department
420 North Pokegama Avenue
Grand Rapids, MN 55744


Dear Tom and Sir/Madam:

This letter is to advise you that I am no longer able to serve on the Airport Advisory Board.

I appreciate the opportunity to have served. I believe the Advisory Board is good for the airport and good for the community.

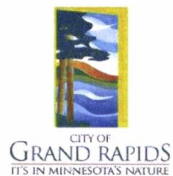
If you have any questions or if I can be of any further assistance please let me know.

Yours very truly,



John D. Udem

JDU/aas



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0464 **Version:** 1 **Name:** Consider approving a resolution accepting a donation of \$200.00 from the Fraternal Order of Eagles #2469 to be used for National Night Out.

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

File created: 7/18/2016 **In control:** City Council

On agenda: 7/25/2016 **Final action:**

Title: Consider approving a resolution accepting a donation of \$200.00 from the Fraternal Order of Eagles #2469 to be used for National Night Out.

Sponsors:

Indexes:

Code sections:

Attachments: [PD Natl Night Out](#)

Date	Ver.	Action By	Action	Result
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Consider approving a resolution accepting a donation of \$200.00 from the Fraternal Order of Eagles #2469 to be used for National Night Out.

Background Information:

The Fraternal Order of Eagles #2469 would like to donate \$200.00 to be used for National Night Out. The money would be used to rent the bouncy house used at National Night Out for the children. National Night Out is held the first Tuesday in August every year, this year it will be on August 2nd from 5 pm to 8 pm on the Central School grounds.

Staff Recommendation:

Please consider approving a resolution to accept a \$200.00 donation from the Fraternal Order of Eagles #2469 to be used for National Night Out.

Requested City Council Action

Make a motion approving a resolution accepting a donation of \$200.00 from the Fraternal Order of Eagles #2469 to be used for National Night Out.

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

RESOLUTION NO. 16-

A RESOLUTION ACCEPTING A \$200.00 DONATION FROM FRATERNAL ORDER OF EAGLES FOR THE GRAND RAPIDS POLICE DEPARTMENT'S PUBLIC SAFETY EDUCATION FUND FOR NATIONAL NIGHT OUT EXPENDITURES

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:

- Fraternal Order of Eagles has donated \$200.00 to the Grand Rapids Police Department for National Night Out expenditures.

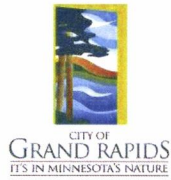
Adopted this 25th day of July 2016

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 #: 16-0469 **Version:** 1 **Name:** Services agreement for the use of ZixMail email encryption software.
Type: Agenda Item **Status:** Consent Agenda
File created: 7/18/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider continuing a services agreement for the use of ZixMail email encryption software.
Sponsors:
Indexes:
Code sections:
Attachments: [ZixCorp.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider continuing a services agreement for the use of ZixMail email encryption software.

Background Information:

We have been using ZixMail email encryption software in various City departments for three years. Email encryption is required when exchanging certain types of information such as Criminal Justice Information, personnel data, healthcare related data and some financial data. The software has been working well and we would like to continue it usage. We save 15% on the total cost by entering into a three year agreement.

Year 1: \$3339.90

Year 2: \$3339.90

Year 3: \$3339.90

Total: \$10,019.70

Staff Recommendation:

Staff recommends continuing our services agreement with ZixCorp for three years at a total cost of \$10,019.70.

Requested City Council Action

Make a motion to continue current services agreement with ZixCorp for a term of three years at a total cost of \$10,019.70 and authorize Mayor to sign relevant paperwork.



Services Agreement

2711 N. Haskell Ave. Suite 2300
Dallas, TX 75204

ZixCorp reserves the right to change prices if not signed
on or before Sunday, July 31, 2016

Phone (214) 370-2000 Fax (214) 370-2074

Version: 3/05/2016

Bill to:

City of Grand Rapids
420 North Pokegama Avenue

Ship to:

City of Grand Rapids
420 North Pokegama Avenue

Grand Rapids, MN 55744

Grand Rapids, MN 55744

United States

United States

Attn: Erik Scott

Attn: Erik Scott

Cust. PO: None

Acct Exec.: Byers, Nathan

Est. Install:

Order Type: Renewal

Date: July 1, 2016

Item	Qty/ Seats	Product	Version	Description	Term (mos.)	Price	Ext. Price
	Year 1			First year total		3,339.90	3,339.90
1	32	ZixMail	Corporate	ZixMail User Encryption Service	12		
2	32	ZixPort	Corporate	ZixPort Corporate Encryption Service	12		
	Year 2			Second year total		3,339.90	3,339.90
	Year 3			Third year total		3,339.90	3,339.90
Subtotal							10,019.70

Version: 3/05/2016

**** Do not pay, this is not an invoice ****

Total \$ **10,019.70**

Special Terms:

This Services Agreement is subject to the terms and conditions of the Services Agreement signed March 18, 2013. Annual subscription fees for year 1 are due upon execution of this Services Agreement as described on page 2, Item 1, 'Invoicing and Payment'. Annual subscription fees for year 2 and year 3 are due on the first and second anniversary of the Services Agreement, respectively.

Special Handling:

Initials

1. Invoicing & Payment. ZixCorp Systems, Inc. ("ZixCorp") may issue invoices or initiate credit card payments, if applicable, upon the execution of this Services Agreement, and Customer agrees to pay all invoices in U.S. dollars within 30 days of the date of invoice. By signing below, Customer is subscribing to the services indicated on the face of this Services Agreement for the service years indicated. Annual subscription fees are to be paid at the beginning of each service year, unless otherwise stated on the Services Agreement, with the initial subscription period beginning on the 30th day following the date of this Services Agreement or, if earlier, on the date the installation is completed and/or the services are initiated and made available to Customer.

- A.** Issue Invoice.
- B.** Initiate Credit Card Payment (must complete authorization form found at the end of the services agreement.)

2. Taxes; F.O.B. Upon presentation of invoices by ZixCorp, Customer agrees to pay any tariffs, duties or taxes imposed or levied by any government or governmental agency, including without limitation, federal, state and local sales, imposed use, value-added and personal property taxes (other than franchise and income taxes imposed on ZixCorp's net income). Products are sent F.O.B. shipping location.

3. Please verify and update billing address and contact information

Billing Address:
420 North Pokegama Avenue

Grand Rapids, MN 55744
United States

Purchase Order No.: None
 (If P.O. No. provided, please attach copy of P.O.)

Billing Contact Information

Name: Erik Scott
 Phone: (218) 326-7618
 Email: escott@ci.grand-rapids.mn.us

Technical Admin. Contact Information

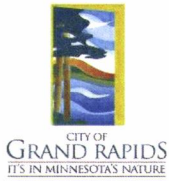
Name: Erik Scott
 Phone: (218) 326-7618
 Email: escott@ci.grand-rapids.mn.us

4. SALES AND USE TAX - MARK (X) ONE OF THE FOLLOWING: (if no box is checked, sales and use tax will be charged) Customer will be charged sales and use tax upon invoicing. For tax purposes only, the pricing and discounts outlined on the first page of this Services Agreement may be allocated to the various components of the Zix solution on the invoice. This is done for tax purposes only and does not change the pricing or payment terms of the Agreement.

- A.** Invoice sales tax to Customer.
- B.** Customer is a tax exempt organization (please attach a state tax exemption certificate to contract). The customer name on the certificate and the services agreement should be the same. No sales and use tax will be included on invoice.

5. Our agreement includes the Terms and Conditions provided with this Services Agreement or as referenced in the Special Terms.

ZixCorp Systems, Inc.		City of Grand Rapids	
By:		By:	
Printed:		Printed:	
Title:	Date:	Title:	Date:



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0470 **Version:** 1 **Name:** Consider approving a resolution accepting a donation of \$140.00 in gift cards from Norma & Mike Rhodes

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

File created: 7/19/2016 **In control:** City Council

On agenda: 7/25/2016 **Final action:**

Title: Consider adopting a resolution accepting a donation of \$140.00 in gift cards from Norma & Mike Rhodes

Sponsors:

Indexes:

Code sections:

Attachments: [PD Rhodes Res](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting a donation of \$140.00 in gift cards from Norma & Mike Rhodes

Background Information:

Norma & Mike Rhodes stopped by the police department and dropped off a gift basket containing food and \$140.00 in gift cards. They wanted us to know how much they appreciate the service we do for our community and how much they support us.

Staff Recommendation:

Please consider approving a resolution to accept a donation of \$140.00 in gift cards from Norma & Mike Rhodes.

Requested City Council Action

Make a motion to consider adopting a resolution accepting a donation of \$140.00 in gift cards from Norma & Mike Rhodes.

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

RESOLUTION NO. 16-

A RESOLUTION ACCEPTING \$140.00 DONATION IN GIFT CARDS FROM MIKE & NORMA RHODES TO THE GRAND RAPIDS POLICE DEPARTMENT IN APPRECIATION OF THE SERVICE THE DEPARTMENT PROVIDES

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:

- Mike & Norma Rhodes has donated \$140.00 to the Grand Rapids Police Department in appreciation of the service the department provides.

Adopted this 25th day of July 2016

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 #:	16-0471	Version:	1	Name:	Actual Wolf performance contract
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	7/19/2016	In control:		In control:	City Council
On agenda:	7/25/2016	Final action:		Final action:	
Title:	Consider approving amended Tall Timber Days performance contract.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Actual Wolf Contract				

Date	Ver.	Action By	Action	Result
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Consider approving amended Tall Timber Days performance contract.

Background Information:

On July 11, 2016, the City Council approved the Tall Timber Days Committee performance contract for the performance of Actual Wolf at the Tall Timber Days event held August 5-7, 2016. Upon review, it was discovered that the fee for performance was noted in the contract as \$2,000, when the actual agreed upon fee was \$1,400. This amount has been corrected and the amended contract is attached for review.

Staff Recommendation:

Approve amended contract with Actual Wolf.

Requested City Council Action

Make a motion approving amended Tall Timber Days performance contract with Actual Wolf.

**Tall Timber Days
Committee
PERFORMANCE CONTRACT**

This contract dated June 3, 2016 is between the City of Grand Rapids, Minnesota, hereinafter referred to as “Purchaser,” and ACTUAL WOLF, (THE BAND) and 218 PRODUCTIONS, (SOUNDS AND LIGHTS), hereinafter referred to as “Artist.”

In consideration for providing the contracted services, the City of Grand Rapids offers to pay Actual Wolf, the band, fourteen hundred dollars (\$1,400) and 218 Production, sounds and lights, fifteen hundred dollars, (\$1,500), artistic fees, flat guarantee and inclusive.

The parties hereby agree as follows:

- 1) The Artist shall perform the services noted below under the terms and conditions hereinafter stated:
 - a) Will perform for the Purchaser’s *Tall Timber Days* on Friday, August 5th, 2016.
 - b) Load-in and Sound Check: Load in shall begin at least 60 minutes before performance. Sound check shall be carried out immediately before performance.
 - c) Artist shall perform beginning around 8:00 pm and last until 11:00 pm. Purchaser requests that Artist remain cognizant that event is designated for family audiences.
 - d) Load-out: Load out shall be completed by 11:59 pm.
- 2) Payment of Artist’s guarantee shall be made by Purchaser checks immediately following Artist’s performance governed herein.
- 3) Purchaser reserves the right to withhold payment of fee for Artist’s services in the event any blatant obscene language is intentionally used, or marijuana, other drugs or narcotics are used by the Artist while on stage directly performing services required by this contract. Such use is contrary to the Purchaser policy.
- 4) This agreement constitutes and expresses the entire agreement of the parties hereto in reference to the services of the Artist for the Purchaser in reference to any of the matters herein provided for or herein discussed or mentioned in reference to the providing of such services, all prior promises, representations, and understandings relative hereto being herein merged. In case of conflict between the provisions of the performance contract and/or riders and this addendum, the provisions of this addendum shall prevail.

5) Any notices required under this contract shall be sufficient if sent to the parties as follows:

PURCHASER:

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

ARTIST

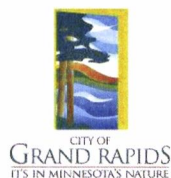
ACTUAL WOLF
c/o Eric Pollard
1112 4TH AVENUE NW
GRAND RAPIDS, MN 55744

IN WITNESS THEREOF, Purchaser and Artist have executed this Agreement.

TALL TIMBER DAYS CELEBRATION

BY: _____ Date _____
City of Grand Rapids, Minnesota

BY: _____ Date _____
Eric Pollard, aka: Actual Wolf, Artist



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0475 **Version:** 1 **Name:** Fill the Boot 2016
Type: Agenda Item **Status:** Consent Agenda
File created: 7/19/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**

Title: Consider allowing the Fire Department to Conduct a "Fill the Boot" Campaign

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider allowing the Fire Department to Conduct a "Fill the Boot" Campaign

Background Information:

Fill-the-Boot is a tradition that began in 1954. Since that humble beginning, fire fighters' boots across the country have overflowed with coins and cash totaling more than \$450 million. Firefighters are committed to support the Muscular Dystrophy Association "until the day neuromuscular diseases are eliminated." MDA is a voluntary health agency that works in each local community to help children and adults who are affected by any of 42 neuromuscular diseases covered by MDA's comprehensive medical services and research programs. MDA receives no government funding and charges no fees to those served by the Association. The programs are funded almost entirely by individual, private contributions.

A successful Fill the Boot follows these guidelines:

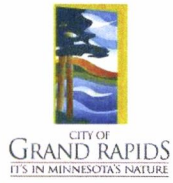
- 3 consecutive weekdays are chosen
- FTB will occur for at least 4 hours each day during the morning or afternoon rush hour
- intersection corners are staffed with 3-4 firefighters each and are chosen based on speed limit, stop lights, and easy access for their rigs
- Dates for the event will be set by the department and Fire Chief
- The Fill the Boot event should be THE event during the dates chosen - avoid choosing dates when other major events or festivals are occurring. This will ensure that the media and the entire community can focus on your event. It also ensures that you are meeting and shaking hands with your local community members
- MDA will seek media coverage and a proclamation from the mayor declaring the week of your event Firefighter Appreciation Week.
- The #1 focus of the event is not fundraising for MDA, but rather heightened public awareness of who our firefighters are and increased interaction between local firefighters and the community they serve. The MDA's Fill the Boot campaign gives us a platform to encourage teamwork and community support among the firefighters.

The members of the Grand Rapids Fire Department have determined that August 10-12, 2016 from 2:00 pm - 6:00 pm each day would be the best time for them to host this event. The location has been identified as the intersection of Pokegama Avenue South and 10th Street, and Grand Rapids State Bank has agreed to allow for us to occupy part of their parking lot for increased visibility of the department and this event. For safety, each person involved with the Fill the Boot campaign will be required to wear high-visibility vests while working on - or near the roadway.

Staff Recommendation:

Allow the Fire Department to conduct a "Fill the Boot" campaign for the Muscular Dystrophy Association.

Make a motion allowing the Grand Rapids Fire Department to conduct the "Fill the Boot" campaign for the Muscular Dystrophy Association on August 10-12, 2016 from 2 - 6 pm each day.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0477 **Version:** 1 **Name:** TH 2 Restriping project
Type: Agenda Item **Status:** Consent Agenda
File created: 7/20/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider adopting a resolution calling for a public hearing to consider municipal consent on TH 2 from CSAH 62 in Cohasset to 19th Avenue NW in Grand Rapids.

Sponsors:

Indexes:

Code sections:

Attachments: [7-25-16 Resolution - Call for Hearing MUN CONSNT TH 2](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution calling for a public hearing to consider municipal consent on TH 2 from CSAH 62 in Cohasset to 19th Avenue NW in Grand Rapids.

Background Information:

A Public Hearing shall be held on such proposed restriping improvement project.

Staff Recommendation:

Adopt a resolution calling for public hearing.

Requested City Council Action

Make a motion adopting a resolution calling for a public hearing to consider municipal consent on TH 2 from CSAH 62 in Cohasset to 19th Avenue NW in Grand Rapids.

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

RESOLUTION NO. 16-__

**A RESOLUTION
CALLING FOR A HEARING FOR
TO CONSIDER MUNICIPAL CONSENT
ON
TH 2
FROM CSAH 62 in Cohasset to 19th Avenue NW in Grand Rapids
S.P. 3103-66**

WHEREAS, the State of Minnesota will be restriping TH 2 from CSAH 62 in Cohasset to 19th Avenue NW in Grand Rapids, and

WHEREAS, the City of Grand Rapids must conduct a public hearing prior to considering Municipal Consent on the project.

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

1. A Public Hearing shall be held on such proposed improvement on the 12th day of September, 2016, in the council chambers located at the Grand Rapids City Hall at 5:30 p.m., and the Clerk shall give mailed and published notice of such hearing and improvement as required by law.

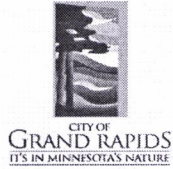
Adopted by the Council this 25th day of July, 2016.

Dale Adams, Mayor

ATTEST:

Kim Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Text File

File Number: 16-0481

Agenda Date: 7/25/2016

Version: 1

Status: Consent Agenda

In Control: City Council

File Type: Agenda Item

Consider adopting a resolution accepting a donation of \$100.00 from American Bank of the North to be used for National Night Out.

Background Information:

The donation of money from American Bank of the North will be used to purchase bikes for National Night Out.

National Night Out is held every year on the first Tuesday in August, we have been holding this event since 1997. It will be held again this year on the grounds of Old Central School. This event is held to showcase a night out with Law Enforcement Officers throughout Itasca County and other Emergency Services to the citizens of Itasca County and to interact with them and show them what services we offer. This event has been a huge success and again we are looking forward to this year's National Night Out.

Staff Recommendation:

Please consider approving a resolution to accept a donation of \$100.00 from American Bank of the North to be used to purchase bikes for National Night Out.

Requested City Council Action

Make a motion adopting a resolution to accept a donation of \$100.00 from American Bank of the North to be used to purchase bikes for National Night Out.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 16-

A RESOLUTION ACCEPTING A \$100.00 DONATION FROM AMERICAN BANK OF THE NORTH FOR THE GRAND RAPIDS POLICE DEPARTMENT'S PUBLIC SAFETY EDUCATION FUND FOR NATIONAL NIGHT OUT EXPENDITURES

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:

- American Bank of the North has donated \$100.00 to the Grand Rapids Police Department for National Night Out expenditures.

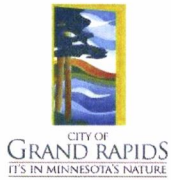
Adopted this 25th day of July 2016

Dale C. Adams, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0474 **Version:** 1 **Name:** Board & Commission minutes
Type: Minutes **Status:** Approved
File created: 7/19/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**

Title: Acknowledge the following minutes:
Arts & Culture ~ June 7, 2016
PUC ~ June 15, 2016
Golf Board ~ June 21, 2016
Human Rights ~ May 25, 2016

Sponsors:

Indexes:

Code sections:

Attachments: [June 7, 2016 Arts & Culture minutes](#)
[June 15, 2016 PUC Minutes](#)
[June 21, 2016 Golf Board minutes](#)
[May 25, 2016 Human Rights minutes](#)

Date	Ver.	Action By	Action	Result
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Acknowledge the following minutes:
Arts & Culture ~ June 7, 2016
PUC ~ June 15, 2016
Golf Board ~ June 21, 2016
Human Rights ~ May 25, 2016

**CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION
CONFERENCE ROOM 2B – GRAND RAPIDS CITY HALL
REGULAR MEETING, TUESDAY, JUNE 7, 2016 – 3:45 PM**

CALL TO ORDER: Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2B of the Grand Rapids City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota, on Tuesday, June 7, 2016, at 3:45 pm

CALL OF ROLL: On a Call of Roll, the following members were present: Kathy Dodge, Karen Walker, Harry Smith, David Marty, Sonja Merrild, Jon Connelly, and Benjamin Braff

Absent: Lois Bendix and Leah Yellowbird

Visitor: Kim Brink-Smith, Day of Action

Staff Present: Amy Dettmer and Michele Palkki

Commissioner Dodge called the meeting to order at 3:45 pm

SETTING THE AGENDA:

Add: Kim Brink Smith

APPROVAL OF MINUTES: Regular Meeting May 3, 2016 and Interview Notes`

Motion by Commissioner Marty, second by Commissioner Smith to approve the minutes of the Regular Meeting, May 3, 2016 and Interview Notes as presented. Motion passed by unanimous vote.

VISITOR

Kim Brink Smith was present to bring the Commission's attention to the Day of Action on June 21, 2016. Volunteers will assemble maps of the MacRostie Art Walk; and Care Packages put together for distribution. The City has given permission to paint some of the old bike racks. If anyone is interested, they can show up and help with the project makeovers.

The Commission feels this is a very worthwhile project and commends United Way and all of those who have volunteered to head up this Day of Action.

JULY 5 MEETING

Commissioner Dodge reported she would not be available for the meeting on July 5 and that because it is right after July 4 would we have a quorum. The Commissioners present said they would be able to meet and that it should not be an issue.

RIVER VENUE REPORT

Commissioner Dodge reported on the River Venue Report and that LHB has been chosen for the project. She also asked if they could come back with a proposal around \$50,000.00. Ms. Dettmer reported that when she contacted LHB they reported that they would go back and firm up an amount. A discussion was held regarding different grant opportunities that the Commission can seek to fund this proposal. It was mentioned that this project has an impact on the City of Grand Rapids and surrounding communities and that when we are searching out funding to reach out to businesses and individuals

Motion by Commissioner Braff, second by Commissioner Smith to have the Arts and Culture Commission match up to the first contributor's that make up the first \$1,000.00 raised. This will come out of the Arts and Culture Commission Budget. Motion passed by unanimous vote.

After further discussion, Commissioner Marty, on behalf of the Myles Reif Performing Arts Center, reported that they would match the contributors that make up the next \$1,000.00.

PROGRESS REPORTS

Public Utility Box – Commissioner's Merrild and Smith

Commissioner Merrild and Smith have received some information already regarding the utility boxes. The first step will be to acquire permission from Grand Rapids Public Utilities if they will give permission for this project. Commissioner Merrild reported that she has received some information on cost etc. from a company in Montana but will continue to search locally as well.

Art Award – Commissioner Merrild and Marty

Commissioner Marty reported that he has most of the information and now we just need to look into how to proceed. The commissioners above will get back together and report to the Commission later.

Pop Up Park – Commissioner Dodge

Commissioner Dodge reported that the panels would be moved to the Kramer's parking lot on June 9. There will also be picnic tables, benches, garden planters and a gazebo.

Native Place-Making

Commissioner Dodge reported that Katie Marshall wrote a grant to fund this project. We are waiting to hear if the grant was approved or not.

ANNOUNCEMENTS

Commissioner Braff reported that another form of arts and culture is Old School Cinema. This is an initiative including Gems of Itasca, which worked with the Grand Rapids 125th Anniversary. There are ways we all are to be ambassadors sending the message forward.

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

Respectfully submitted by Michele Palkki, Administrative Assistant

Next Regular Meeting

Reminder, the next regular meeting of the Grand Rapids Arts and Culture Commission will be held on Tuesday, July 5, 2016 beginning at 3:45 pm at the Grand Rapids City Hall, Conference Room 2B.

June 15, 2016

A regular meeting of the Grand Rapids Public Utilities Commission was held on June 15, 2016 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Members Present: President Welliver, Commissioner Hodgson, Commissioner Zabinski, and Commissioner Stanley.

Members Absent: Secretary Chandler.

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

Motion by Zabinski to approve the minutes of the May 11, 2016 regular meeting and the May 5, 2016 special meeting. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Zabinski and Stanley; Against: None, whereby the motion was declared duly passed and adopted.

The Commission reviewed and discussed the 2015 Comprehensive Annual Financial Report and financial audit results with Aaron Worthman and Dan LaHaye of Baker Tilly Virchow Kraus, LLP, via teleconference.

Motion by Stanley to accept for filing the 2015 Comprehensive Annual Financial Report, as presented. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Zabinski and Stanley; Against: None, whereby the motion was declared duly passed and adopted.

Finance Manager Betts reviewed the May 2016 City Treasurer's Report and Investment Activity Report with the Commission.

Motion by Hodgson to approve the City Treasurer's Report and Investment Activity Report for May 2016. Motion seconded by Stanley and upon roll call the following voted in favor thereof: Welliver, Hodgson, Zabinski and Stanley; Against: None, whereby the motion was declared duly passed and adopted.

Public Forum: None present.

Commission Member Reports:

Administration:

General Manager Ward reviewed the May 2016 Wholesale Electric Service Cost with the Commission.

Accounting and Finance:

Finance Manager Betts reviewed the May 2016 Operations Report with the Commission.

Electric Department:

Electric Department Manager Goodell reviewed the May 2016 Operations Report with the Commission.

President Welliver added additional agenda item 10.b, at the request of Manager Goodell, to consider authorizing expenditures for the import and integration of the main substation total power signal from the existing DeltaV network into the Cooper Power Systems Demand Response system.

Motion by Stanley to approve authorizing expenditures in the amount of \$13,546.00 to Novaspect for DeltaV integration and \$22,800.00 for integration and Yulon Software Interface license, for a total of \$36,346.00. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Zabinski and Stanley; Against: None, whereby the motion was declared duly passed and adopted.

Wastewater Treatment Facility Operations:

Wastewater Treatment Department Manager Mattson reviewed the May 2016 Operations Report with the Commission.

Motion by Stanley to authorize advertisement for bids for the installation of the Leachate Storage Tank and Loadout Station for Phases 1-4 and Kettle D. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Zabinski and Stanley; Against: None, whereby the motion was declared duly passed and adopted.

Water/Wastewater Collection:

June 15, 2016

GRPUC Discussion/Correspondence:

2016 MWOA Process Control Seminar and Workshop, June 14-15, 2016, St. Cloud, MN - Jeff Frost.

MN-AWWA Northeast District Waterworks Operator Training, May 11-13, 2016, Two Harbors, MN - Rob Larson.

MN Safety Council Construction Equipment Operator Certification-Wheel Loaders, Dozers and Dump Trucks, March 28, 2016, Grand Rapids, MN – Troy Bridge, Zach Meyers, Tony Flinck, Jeff Frost, Kyle Potter, Rodger Weaver.

Mid-West ESRI Utility User Group Conference, March 30-April 1, 2016, Mankato, MN – John Aultman.

Claims for Payment:

Motion by Zabinski to authorize the verified claims for payment in the amount of \$2,074,980.45 (\$1,399,246.51 computer checks and \$675,733.94 manual checks) per attached lists. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Zabinski and Stanley; Against: None, whereby the motion was declared duly passed and adopted.

The next regular Commission meeting is Wednesday, July 13, 2016 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

By call of the chair, the meeting was declared adjourned at 4:53 PM.

Attest:


Stephen R. Welliver, President


Glen D. Hodgson, Commissioner

NAME	AMOUNT	NAME	AMOUNT
ABM Equipment & Supply	953.43	Locators & Supplies Inc	1,806.09
Acheson Tire	25.00	Maki Body Shop Inc	371.99
Advantage Systems Group	3,965.22	Steve Mattson	57.24
AE2S	8,454.05	McGrann SheaCarnival Straughn	167.50
AmeriPride Services	126.13	McMaster -Carr	1,364.93
APG Media of Minnesota	77.10	Med Compass	520.00
Applied Maintenance Supplies	2,046.15	Minnesota Dept of Commerce	2,621.27
Autumn Creek Consulting	1,355.00	Minnesota Dept of Public Safety	100.00
Baldwin Supply Co	1,900.00	Minnesota Dept of Transportation	2,794.29
Border States	1,050.15	Minnesota Lawn & Snow	1,337.60
Burggraf's Ace Hardware	721.94	Minnesota Power	875,803.46
Busy Bees Quality Cleaning	2,000.00	Minnesota Safety Council	1,592.88
CH2M Hill	13,916.83	Mobile Predictive Services	1,062.50
CW Technology	12,495.80	Nalco Company	263.25
Call Net	995.00	Neo Solutions	67,208.69
Casper Construction	300.00	Nextera	594.46
Chemsearch	183.81	North Central Laboratories	64.94
Citi Lights	8,239.50	Northeast Technical	18,957.17
City of Grand Rapids	9,603.47	Northern Business Products	1,750.65
Climate Makers	1,440.92	Northern Pines LLC	748.12
Cogsdale	583.33	Northwest Gas	216.81
Cole Hardware	542.16	Oak Hill Senior Living	1,888.88
Compass Minerals	2,678.60	Pace Analytical	312.50
Daniel Schmidt Lighting	537.60	Personnel Dynamics	4,168.70
Davis Oil	470.08	Polydyne Inc	46,096.40
Door Service	190.00	Public Utilities Commission	2,804.32
Dennis Doyle	111.78	R & K Hillman	234.00
Duluth News Tribune	184.08	Radlke Trucking	34,868.52
Electric Pump	1,399.80	Rapids Welding Supply	280.45
Energy Insight Inc.	6,478.51	Red Rock Radio Corp (KBAJ)	130.50
Express Lube	368.60	Resco	50,783.85
Fastenal	3,694.90	River Road Market	918.12
Flaherty & Hood	82.50	RMB Environmental Labs	1,689.00
Gopher State One-Call	646.70	SPX Flow	4,197.57
Government Finance Officers Assoc	160.00	Sandstroms	2,150.00
Granger	1,278.69	Sawmill Inn	147.61
Graybar	1,478.28	Selectaccount	82.29
HD Supply Waterworks	4,830.95	Stuart Itby	49,649.14
Hach	596.07	Team Marinucci	44.00
Hammerlund Const	13,618.70	Thelen Heating & Roofing	2,085.00
Harcros Chemicals Inc	6,960.00	Total Tool	2,275.15
Hawkins Inc	43,641.98	Turf & Tree Inc	2,470.00

Julie Kennedy	105.00	Wesco	22,429.86
KOZY	1,440.00	Xerox	292.70
L & M Supply	589.43	Energy Star Rebates:	
Lano, O'Toole, Bengston	396.00	Lisa Klimek	50.00
Rob Larson	23.00	Sandra South	80.00
League of Minn Cities	6,208.00	Lynda C Gillson	50.00
Local - Boy	408.57	TOTAL	<u>1,399,246.51</u>

MAY 2016 MANUAL CHECK REGISTER

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>
5/2/2016	3064	Delta Dental of Minnesota	3,706.00
5/4/2016	3065	Public Employees Retirement Association	13,772.90
5/4/2016	3066	Minnesota Dept. of Revenue	4,455.84
5/4/2016	3067	Wells Fargo Bank	26,730.14
5/4/2016	3068	Empower Retirement	6,960.48
5/4/2016	3069	Selectaccount	1,008.18
5/16/2016	3170	Public Employees Retirement Association	13,720.36
5/16/2016	3171	Minnesota Dept. of Revenue	4,230.23
5/16/2016	3172	Wells Fargo Bank	25,794.40
5/16/2016	3173	Empower Retirement	6,912.11
5/19/2016	3174	Minnesota Department of Revenue	49,924.00
5/11/2016	3175	Selectaccount	1,634.07
5/27/2016	3176	Public Employees Retirement Association	13,636.10
5/27/2016	3177	Minnesota Dept. of Revenue	4,151.28
5/27/2016	3178	Wells Fargo Bank	25,413.14
5/27/2016	3179	Empower Retirement	6,840.83
5/31/2016	3181	US Bank, N.A.	247,050.00
5/31/2016	3182	Selectaccount	2,198.73
5/31/2016	3183	Blue Cross Blue Shield	53,404.98
5/20/2016	3184	Selectaccount	182.28
5/20/2016	3185	Selectaccount	2,168.73
5/2/2016	69217	Dakota Supply Group	990.21
5/3/2016	69218	U.S. Post Office	2,507.32
5/3/2016	69219	MN Child Support Payment Center	666.35
5/3/2016	69220	Fox, Richard	383.14
5/3/2016	69221	Gustafson, Doug	682.91
5/6/2016	69222	U.S. Post Office	309.03
5/6/2016	69223	Larson, Robert	522.81
5/6/2016	69224	United Parcel Service	72.25
5/6/2016	69225	Selectaccount	86.51
5/10/2016	69226	U.S. Post Office	669.66
5/11/2016	69227	David & Sally Hagmen	55.62
5/11/2016	69228	Connie Carnes	12.29
5/11/2016	69229	Jennifer Wilhelm	309.08
5/13/2016	69230	Minnesota Dept. of Health	23.00
5/13/2016	69231	Minnesota Pollution Control Agency	23.00
5/13/2016	69232	United Parcel Service	42.77
5/13/2016	69233	Minnesota Energy Resources Corp.	21.57
5/13/2016	69234	Selectaccount	84.40
5/13/2016	69235	Verizon Wireless	228.28
5/13/2016	69236	Turf & Tree, Inc.	29,998.13

29,998.13 **

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>
5/20/2016	69365	Lee Longtin	208.57
5/20/2016	69366	Orie W Glauvitz	146.05
5/20/2016	69367	Rebecca M Burnett	176.24
5/20/2016	69368	Michelle L Johnson	529.18
5/20/2016	69369	Angela R Scovel	27.84
5/20/2016	69370	Alice L Volkmann	20.24
5/20/2016	69371	Gordon & Linda Stram	28.41
5/20/2016	69372	Conrad & Debra Groshong	41.88
5/20/2016	69373	Bibeau, Cindy	125.69
5/20/2016	69374	Richard Peck	136.68
5/20/2016	69375	Linda W Sauner	40.03
5/20/2016	69376	Wendy Loscheider	375.94
5/20/2016	69377	Amanda Schultz	115.48
5/20/2016	69378	David & Kristi Basham	190.00
5/20/2016	69379	David Marty	138.46
5/20/2016	69380	Bradley & Sharon Bjorklund	88.12
5/20/2016	69381	Cynthia Casey	26.96
5/20/2016	69382	Richard & Agnes Sewall	11.60
5/23/2016	69383	United Parcel Service	28.11
5/23/2016	69384	UNUM Life Insurance Co of America	1,471.82
5/24/2016	69385	City of LaPrairie	15,235.07
5/27/2016	69386	U.S. Post Office	615.58
5/27/2016	69387	Minnesota Benefit Association	71.52
5/27/2016	69388	Minnesota Council 65	1,767.00
5/27/2016	69389	MIN Child Support Payment Center	666.35
5/27/2016	69390	MIN NCPERS Life Insurance	176.00
5/31/2016	69392	Tyler Nasset	44.95
5/31/2016	69393	Joshua Hafar	10.03
5/31/2016	69394	Rickie Larson	78.67
5/31/2016	69395	Shelly Marie Nelson	37.20
5/31/2016	69396	Ruth & Angela Riddell	107.19
5/31/2016	69397	James & Marilyn Owens	354.21
5/31/2016	69398	Lisa Berkholz	198.46
5/31/2016	69399	Roland C Pearson	105.36
5/31/2016	69400	Nancy Alfuth	21.36
5/31/2016	69401	Edythe Hill	45.57
5/31/2016	69402	Deborah K. Hahn	208.25
5/31/2016	69403	James E. Rodenberg	269.49
5/31/2016	69404	Charles & Gale Pearson	206.44
5/31/2016	69405	Roberta L McInerney	170.67
5/31/2016	69406	Linda Ekholm	11.23
5/31/2016	69407	Cheryl J. Hollom	145.49
5/31/2016	69408	Michael & Diane Gordon	158.63

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>
5/31/2016	69421	Lisa Bushman	470.03
5/31/2016	69422	Vicki J Wallgren	116.87
5/31/2016	69423	Charmayne Nelson	101.50
5/31/2016	69424	Dale L. Szyzka	9.10
5/31/2016	69425	Annette Budrow	31.00
5/31/2016	69426	Anthony D Williams	36.53
5/31/2016	69427	lean Winter	314.00
5/31/2016	69428	Cindy K laizzo	12.84
5/31/2016	69429	Wanda Bunes	35.69
5/31/2016	69430	Barry & Angela Olson	79.02
5/31/2016	69431	Robert & Nona Frey	44.69
5/31/2016	69432	David Schipper	264.66
5/31/2016	69433	City of Grand Rapids	838.50
5/31/2016	69434	City of Grand Rapids	46,851.30
5/31/2016	69435	City of Grand Rapids	1,081.29
5/30/2016	69436	City of Grand Rapids	72,333.33

Checks Previously Approved 29,998.13 **

Manual Checks to be approved 675,733.94

TOTAL MANUAL CHECKS 705,732.07

(Budget bill Refunds) *

GRAND RAPIDS GOLF COURSE BOARD
REGULAR MONTHLY MEETING
June 21, 2016
7:00 AM

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

Absent: Brad Gallop

Staff: Bob Cahill Director of Golf
Steve Ross Grounds Superintendent

- I. Pat Pollard called the meeting to order.
- II. Kelly Kirwin made a motion to accept the minutes of the May 17, 2016 Board meeting. Larry O'Brien seconded the motion. The motion passed.
- III. Consideration of monthly bills: Kelly Kirwin made a motion to approve the bill list. Larry O'Brien seconded the motion. The motion passed.

ACHESON TIRE COMPANY INC	254.44
AMERIPRIDE LINEN & APPAREL	64.82
ANDERSON GLASS	576.44
BLUE CROSS & BLUE SHIELD OF MN	2.87
BURGGRAF'S ACE HARDWARE INC	480.66
CDW GOVERNMENT INC	103.73
CLUB CAR MINNESOTA	762.74
CLUB CAR LLC	35.53
CITY OF COHASSET	133.38
COLE HARDWARE INC	242.60
D.C.R. COMMUNICATIONS INC	39.50
DAVIS OIL	1,616.44
DELTA DENTAL OF MINNESOTA	123.55
GPS TECHNOLOGIES INC	2,759.49
CITY OF GRAND RAPIDS	14,861.73
GRAND RAPIDS CITY PAYROLL	24,414.69
GRAND RAPIDS GREENHOUSE	2,362.43
GRAND RAPIDS STATE BANK	2,359.93
GROOMS YARD SERVICES	400.00
HIBBING DAILY TRIBUNE	50.00
HOPKINS ELECTRIC	3,790.00
L&M SUPPLY	299.22
MINNESOTA REVENUE	3,697.72
MINNESOTA TORO	2,583.35
NARDINI FIRE EQUIPMENT CO. INC	211.66
NORTHERN LAKES WINDOW CLEANING	149.62
OSI ENVIRONMENTAL BR 50	100.00
PRESTO PRINT	255.59
P.U.C.	3,183.84
NORTHERN MN WATER COND DBA	112.48
RAPID PEST CONTROL INC	267.18
RAPID RENTAL	450.00
REINDERS INC	320.71
STEVE ROSS DBA ROSS GOLF	4,166.67
SIM SUPPLY INC	180.78
STOKES PRINTING & OFFICE	168.29
TDS Metrocom	319.65
THE TESSMAN COMPANY	1,844.72
UNUM LIFE INSURANCE CO OF AMER	4.10

VANTIV INTEGRATED PAYMENTS	31.66
VERIZON WIRELESS	97.57
VISA	512.99
WASTE MANAGEMENT	264.09
TOTAL ALL VENDORS:	74,656.86

IV. Visitors: None

V. Grounds Superintendent: Steve Ross reported. Several options were given to either fill the pond at the #13 tee box with water or wild flowers. Costs ranged from \$20,000 for wild flowers to \$50,000 + for completing a base to hold water. It was decided to leave the area as is. Measurements have been taken relating to typical water usage to water the greens, tee boxes, and the entire course. Bob and Steve will meet with the DNR to work towards an agreement to have necessary water for greens and tee boxes during a water shortage. The fairways will be aerated this week. Verticutting is being done weekly.

VI. Concessions: No report

VII. Director of Golf: Bob Cahill reported. Memberships are near normal levels. Green fees are slightly behind last year. The new snag golf program for youth was demonstrated and future plans for implementing at the schools was discussed. Plans for putting up a new sign near the entry are moving forward.

VIII. Old Business: None

IX. New Business: None

X. Correspondence and Open Discussion: None.

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

Respectfully Submitted,

Larry O'Brien
Recording Secretary

CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2B of City Hall, Grand Rapids, Minnesota, on Wednesday, May 25, 2016 at 4:00 p.m.

CALL OF ROLL: On a Call of Roll, the following members were present: Commissioners Becky LaPlant, Jackie Dowell, Doug Learmont, Alice Moren, Frieda Hall, Mary Jo Wimmer and Melissa Weidendorf

Absent: Karen Noyce and John Schirber

Visitor: None

Staff: Michele Palkki, Administrative Assistant

CALL TO ORDER

Commissioner Weidendorf called the meeting to order at 4:00 pm

SETTING AGENDA

Removed Presentation by Allison Ahcan. This will be placed on the June agenda

Motion by Commissioner LaPlant, second by Commissioner Hall to accept the revised agenda. Motion passed by unanimous vote.

APPROVAL OF MINUTES April 27, 2016

MOTION BY COMMISSIONER DOWELL, SECOND BY COMMISSIONER MORAN TO APPROVE THE MINUTES OF APRIL 27, 2016 as presented. Motion passed by unanimous vote.

FINANCIALS

The financial report, period ending April 30, was presented to the board.

CORRESPONDENCE

There was nothing to report

PUBLIC COMMENT

No one in attendance

CIRCLE OF HEALING

Commissioner LaPlant gave a report regarding the happenings for Circle of Healing.

- The past meeting was held in Ball Club; Joan Bibeau was present and confident that there will be enough funding to support books for K-6 curriculums in ISAC
- The last of the Anishinaabe Worldview Training is near complete.
- Commissioner LaPlant reported that there is a piece of land, 80 acres, near Marble that was donated to White Earth from the Mines. It may be turned into a learning center in the future.
- Commissioner LaPlant sent out the first newsletter to all Commissioners. Check your email for this piece of information. If you do not locate let Becky know and she will send again.
- July 17 there is a Pow Wow in Ball Club; contact Becky if interested in going.

ITASCA DIVERSITY ALLIANCE

A report was given on the Itasca Diversity Alliance.

- The next regular meeting is scheduled for June 6 at the Blandin Foundation at 4:00 pm, this meeting is open to anyone wishes to attend.

They meet the 1st Monday of the month at 4:00 pm at the Blandin Foundation.

- They will have a booth at Get Fit

BIG VIEW

Commissioner Moren reported that the final series for Heroin is complete. This was very well attended.

There are no events planned at this time for the Big View.

OLD BUSINESS

INDIGENOUS PEOPLE'S DAY

The discussion continued regarding the planning for this event, which will take place the 2nd Monday in October. The sub-committee consisted of Commissioner's Weidendorf, Noyce, Hall and LaPlant.

Indigenous People's Day Continued

The committee worked on a proposal, which is attached. The proposal defines the next 3 years as to what the Human Rights Commission envisions for the celebration of Indigenous People's day for 2016, 2017 and 2018.

If approved, the proposal would go to the City Council on June 13, 2016. A possible quorum will be posted for this Council Meeting.

MOTION BY WIMMER, SECOND BY MORAN, TO ACCEPT THE PROPOSAL AS WRITTEN. COMMISSIONER NOYCE WILL FORWARD THE PROPOSAL TO THE CITY TO BE PLACED ON THE MONDAY, JUNE 13, 2016 CITY COUNCIL MEETING. Motion passed by unanimous vote.

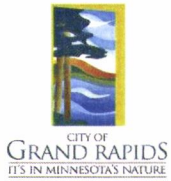
MINNESOTA HUMAN RIGHTS DIVISION

Commissioner Wimmer did some checking and she found that there is a meeting scheduled in Maple Grove on November 17. She will continue to look for the date of the state conference, if there is one.

The meeting adjourned at 5:15 pm

The next meeting will be on June 29, 2016

Respectfully submitted, Michele Palkki, Administrative Assistant



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0478 **Version:** 1 **Name:** Department Head Report
Type: Agenda Item **Status:** Department Head Report
File created: 7/20/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Administration: Focus on Elections ~ Lynn DeGrio, Human Resources Director
Sponsors:
Indexes:
Code sections:
Attachments: [7-25-16 Department Head Report - Election Administration \[Read-Only\]](#)

Date	Ver.	Action By	Action	Result
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Administration: Focus on Elections ~ Lynn DeGrio, Human Resources Director



Department Head Report

City Administration - Elections

GRAND RAPIDS

IT'S IN MINNESOTA'S NATURE

Administration Staff

Magel – *City Administrator*

DeGrio – *Human Resources Director*

DeBeau – *City Clerk - Elections*

DePalkki – *Administrative Assistant*

Setness – *Communications Specialist*

Affidavit of Candidacy

period is Tuesday, August 2, 2016
through Tuesday, August 16, 2016.

The Administration office will be open
from 9:00 am to 5:00 pm on the final date of filing.

NOTE: When completing the Affidavit
of Candidacy, you must indicate "Office
of the Clerk of the Superior Court."

Statement of Candidacy, cont'd.

2016, you may file for the following:

or for a two (2) year term

or for a four (4) year term

or for a *special** two (2) year term.

Special term will take office at the first City Council meeting following the election (11/15/2016).

Affidavit of Withdrawal

Instances change and you wish to
withdraw your candidacy so that your name
does not appear on the ballot, you may do so
by filing the Affidavit of Withdrawal form with
the County Clerk no later than 5:00 pm on
Friday, August 18, 2016.

Financial Reporting Forms

A copy of the “Campaign Financial Report
Statement of Filing” must be filed with the City
by Tuesday, November 15, 2016.

If a certificate is not filed by that date, the City
is mandated to advise the County Attorney.

If a candidate was elected, a certification of
election cannot be completed if this form has not
been received.

State Law

Law prohibits the placement, painting, or affixing of advertisements *on any* within the limits of any highway in Minnesota.

The prohibition applies to political campaigns as well as to all other forms of advertising.

The law applies to all state, county, city and township roads and highways.

State Law, cont'd.

tion, the Minnesota Outdoor Advertising Act prohibits erecting advertising devices: private land without the consent of the owner or agent; public utility poles; trees or shrubs; and painting or drawing on rocks or natural features.

State Law, cont'd.

Transportation employees are responsible for administering these laws on state highways and must remove signs that violate the laws.

City and township employees administer laws on their roads.

Political campaign workers may not be in compliance with the laws, please distribute this information to those who place signs on your

State Law, cont'd.

Improperly placed signs are removed by City employees, every effort will be made to temporarily store the sign and notify the candidate so that the signs can be retrieved by the candidate or the candidate's workers

Improperly placed signs are removed by City employees, every effort will be made to temporarily store the sign and notify the candidate so that the signs can be retrieved by the candidate or the candidate's

.

Campaign Signs

Campaign signs are exempt from needing a permit.

Rules for placement:

Signs are prohibited within public rights-of-way and easements on public property without written permission of the City Council.

Signs shall not hide from view or interfere with effectiveness of governmental sign or traffic control device, nor shall it interfere with a driver's view of approaching, merging or exiting traffic.

Signs shall be placed a minimum distance of 12 feet from the curb of the street, and shall not be placed within two feet of a pedestrian walkway.

City Best Practices

will be stored at the Police Department
It be available for pickup during regular
all business hours.

*Employees will make every effort to be fair
partial in administering the law so that
advertisers can expect equal treatment
this law.*

Advertisements

Advertisement in a newspaper, periodical or other publication is required to include the words "PAID ADVERTISEMENT."

Television and cable systems have similar requirements.

Amount charged for the advertisement must be the same as for any other political candidate and no more than charges for comparable purposes.

Name of the candidate and the committee that placed and paid for the advertisement must be disclosed at the beginning or end of the advertisement.

Other Printed Literature

Other than newspaper advertisements are subject to requirements.

Name and address of the person or committee causing the material to be prepared or disseminated is required to appear prominently on the advertisement.

This requirement does not apply to fundraising tickets, business cards, letterheads or similar items that are clearly being sent by the organization.

This requirement does not apply to bumper stickers, pins, buttons, pens or similar small items for which the disclaimer cannot be conveniently printed; skywriting, clothing or apparel or other means of displaying an advertisement of such a nature that the inclusion of a disclaimer would be impracticable; and banner ads and similar electronic communications that link directly to a web page that includes the disclaimer.

Election Day Activities

: illegal to campaign on Election Day, but it
l, on Election Day, to:

to induce or persuade any voter to vote in a
in way or refrain from voting within 100 feet of
uilding in which a polling place is situated, or
here on public property on which a polling place
iated.

any political badge, insignia or button, or
de any such badge, insignia or button, at or
t the polls, however violation of this section will
revent an individual from voting.

2016 Election Dates

July 19th through August 8th – *Vote by mail or in person for the Primary*

July 19th – *Register in advance by July 19th to save time on Election Day*

August 9th – Primary Election

October 23rd through November 7th – *Vote by mail or in person*

October 18th – *Register in advance by October 18th to save time on Election Day*

November 8th – Election Day

What to Bring

Whether you need to bring ID to the polls depends on whether you need to register at the polling place or not.

If your voter registration is current and active, you do not need to bring identification. This means you were fully registered at least 21 days before Election Day and you have not moved or changed names since

you need to register or update your registration, or if you have not voted in four years or more, you will need to bring proof of residence before you vote.

Proof of Residence

er at your polling place on Election Day, bring one residence listed below.

with current name and address

to ID and a document with current name and address

*stered voter from your precinct who can confirm your
ress*

age student ID with housing list

d registration in the same precinct

ce of Late Registration

f person of a residential facility

Polling Places

- st #1** **Airport Terminal Building**
(New Location – Formerly United Methodist Church)
1500 Southeast 7th Avenue

- st #2** **National Guard Armory**
(New Location – Formerly First Lutheran Church)
930 Northeast 1st Avenue

- t #3** IRA Civic Center (Upper Level)
31188 State Highway 38

- t #4** Zion Lutheran Church
2901 Highway 169 South

Polling Places

pollfinder.sos.state.mn.us

Have any questions regarding the election or polling places, call the City Administration Office at 218.326.7600.

Voting Hours

m. – 8:00 p.m.

u know...?

*y as you're in line by 8:00 p.m., you can
ven if you do not reach the front of the
til after 8:00 p.m.*

Canvassing Boards

results are not official until they have been
d and certified by a canvassing board.

sary, the canvassing board oversees a recount.

ing boards are also involved in the process of
ly selecting precincts for review after every

.

ill be a special meeting prior to the November
5 regular City Council meeting for the purpose
issing.

VOTE



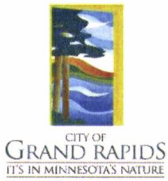
NOVEMBER 8

REGISTER • GET INFORMED

GO VOTE!

mnvotes.org

QUESTIONS?



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0460 **Version:** 1 **Name:** Wilcox Memorial Park
Type: Agenda Item **Status:** Civic Center, Parks & Recreation
File created: 7/14/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider naming the new park in the Remer/DeSchepper Addition, 'Wilcox Memorial Park'.
Sponsors:
Indexes:
Code sections:
Attachments:

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

Consider naming the new park in the Remer/DeSchepper Addition, 'Wilcox Memorial Park'.

Background Information:

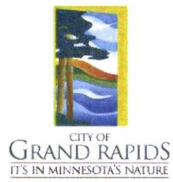
About two years ago Grand Rapids State Bank donated a parcel of property to be developed into a City Park. In the spring of 2015 a neighborhood meeting was held to gain input from residents on what amenities they would like to see in the park. Since that time the park has been developed into usable green space with a new play structure and plans of adding picnic tables in the near future. I recently spoke with Noah Wilcox and he asked if the City would consider naming the park, 'Wilcox Memorial Park' in memory of Clair Wilcox. I brought this to the Parks & Recreation Board meeting on July 13th. No formal action was taken as we didn't have a quorum; however, the four members present supported the concept.

Staff Recommendation:

City staff recommends naming the newly developed park in the Remer/DeSchepper Addition, 'Wilcox Memorial Park'.

Requested City Council Action

Make a motion to approve naming the newly developed park in the Remer/DeSchepper Addition, 'Wilcox Memorial Park'.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0461 **Version:** 1 **Name:** Fundraising Framework Multi Use Pavilion
Type: Agenda Item **Status:** Civic Center, Parks & Recreation
File created: 7/14/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider approving the fundraising framework for the Multi -Use Pavilion.
Sponsors:
Indexes:
Code sections:
Attachments: [Multi Use Pavilion Fundraising Framework](#)

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

Consider approving the fundraising framework for the Multi -Use Pavilion.

Background Information:

The Multi-Use Pavilion Fundraising Committee met and recommends the attached fundraising framework.

Staff Recommendation:

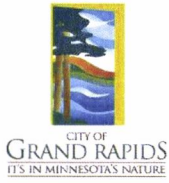
City staff recommends approving the fundraising framework for the Multi -Use Pavilion.

Requested City Council Action

Make a motion approving the fundraising framework for the Multi -Use Pavilion.

Multi Use Pavilion Fundraising Framework

Sponsorship Level	Amount	Benefits
Naming Rights	\$50,000+	Exclusive Naming Opportunities to Pavilion Facility for 10 years Four Dasherboard Advertisements on rink in Multi-Use Pavilion for 10 years, and a ground sign and score board sign and one column bronze plaque on an east column. Logo and link on GRAHA website Listing on Donor Appreciation Wall
Diamond	\$25,000+	Two Dasherboard Advertisement on rink in Multi-Use Pavilion for 10 years and one column bronze plaque on east column. Logo and link on GRAHA website Listing on Donor Appreciation Wall
Platinum	\$10,000+	Two Dasherboard Advertisement on rink in Multi-Use Pavilion for 5 years and a bronze plaque on west column. Logo and link on GRAHA website Listing on Donor Appreciation Wall
Gold	\$5,000+	One Dasherboard Advertisement on rink in Multi-Use Pavilion for 5 years Logo and link on GRAHA website Listing on Donor Appreciation Wall
Silver	\$2,500+	One Dasherboard Advertisement on rink in Multi-Use Pavilion for 2 year. Logo and link on GRAHA website Listing on Donor Appreciation Wall
Bronze	\$1,000+	Logo and link on GRAHA website Listing on Donor Appreciation Wall



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0399 **Version:** 1 **Name:** Consider approval of the minor subdivision entitled Hartley Addition to Grand Rapids.
Type: Agenda Item **Status:** Community Development
File created: 6/22/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider approval of the minor subdivision entitled Hartley Addition to Grand Rapids.
Sponsors:
Indexes:
Code sections:
Attachments: [Area Map and Preliminary Plat](#)
[Hartley Addition: Final Plat](#)
[Resolution Approving Hartley Addition](#)
[Minor Subdivision Application: Hartley Addition](#)

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

Consider approval of the minor subdivision entitled Hartley Addition to Grand Rapids.

Background Information:

A proposed minor subdivision entitled Hartley Addition to Grand Rapids was submitted by Mr. Keith McDonald of Shingobee Builders (developer), on behalf of David Hartley of the Hartley Trust (property owner) and filed with the City on May 25, 2016. The property included within the preliminary plat is 12.85 acres in area, including proposed right-of-way, and its location can generally be described as: 1111 S. Pokegama Avenue (former K-Mart property). A complete legal description of the subject property is included with the proposed minor subdivision documents.

The previously unplatted area, has been home to Goldfines Department Store (1971-1979), and then K-Mart (closing in 2014). The plat petitioner has indicated that, of the three proposed lots, Lots 2 and 3 will include two retail developments and Lot 1 will be utilized for a future redevelopment. The current GB (General Business) zoning designation is appropriate for intended uses, thus no additional changes are needed.

The staff subdivision review committee, consisting of the City Engineer, Public Works Director, Fire Chief, Grand Rapids PUC, Parks and Recreation Dept. and Community Development Dept., has reviewed the preliminary plat/minor subdivision for technical standards and found that it substantially complies with the City's subdivision requirements. There were, however, a recommendations for additional utility easements, listed as follows: *(these recommendations have been accommodated in the plat document attached)*

1. A ten foot (10') utility easement within Lots 2 and 3 along their west property lines.
2. A forty-five foot (45') utility easement adjacent to the west property line of Lots 2 and 3. This is necessary because the existing 30' right of way easement in this area does not extend to the boundary of Lots 2 and 3.
3. A ten foot (10') utility easement within Lot 1 along its west property line.

At a special meeting on June 16, 2016, the Planning Commission took up consideration of the preliminary plat and conducted a public hearing. During the public hearing portion of the meeting, as anticipated by staff, there were several property owners, or representatives of property owners, with concerns revolving around a private cross-access parking agreement, established in the 1970's and modified in the early 1980's, which applied to approximately an area of 40

acres, in and around the area of the plat. Generally, the concerns identified, pertained to how the proposed development of the plat lots would: impact parking and traffic flow between adjacent properties, building placement and visibility, and how shared parking areas and numbers would be impacted by new development.

From a staff perspective, the concerns identified largely pertained to the private agreement (*which may or may not have expired*) attached to the surrounding properties, and not the requirements of the Subdivision Ordinance which had been met by the proposal. However, at a point in time, that the proposed lots in the minor subdivision are to be developed through the application of a building permit, staff will require proof that cross-access parking agreements are in place which would allow the lots to be developed with parking lots that merge together, and with that proof would not require parking lot setbacks from interior lot lines and bufferyards to be established.

Upon conclusion of the public hearing, the Planning Commission found the minor subdivision to be in compliance with the City Code, and forwarded a recommendation to the City Council for approval of the minor subdivision entitled Hartley Addition, contingent upon the recommendations of the staff review committee being accommodated.

The attached draft resolution, which is in the affirmative for approval of the minor subdivision, also includes the following conditions for approval (which are typical with most subdivision approvals by the City):

- Payment of the money in lieu of parkland dedication fee of \$14,499.00 is made to the City of Grand Rapids.
- The design of public improvements, within the easement areas, shall be approved by the City Engineer.
- The full cost of said improvements will be borne by the Subdivider.
- In accordance with Minnesota Statute §§505.02, Subdivision 1, the Subdivider shall set survey monuments of a permanent character in the locations on the boundary of the minor subdivision, and within it, as required within 1 year of the filing and recording of the Plat.

Requested City Council Action

Make a motion accepting the recommendation of the Planning Commission and adopting the attached resolution approving the final plat of Hartley Addition to Grand Rapids, and authorize the Mayor and City Clerk to sign the plat documents.

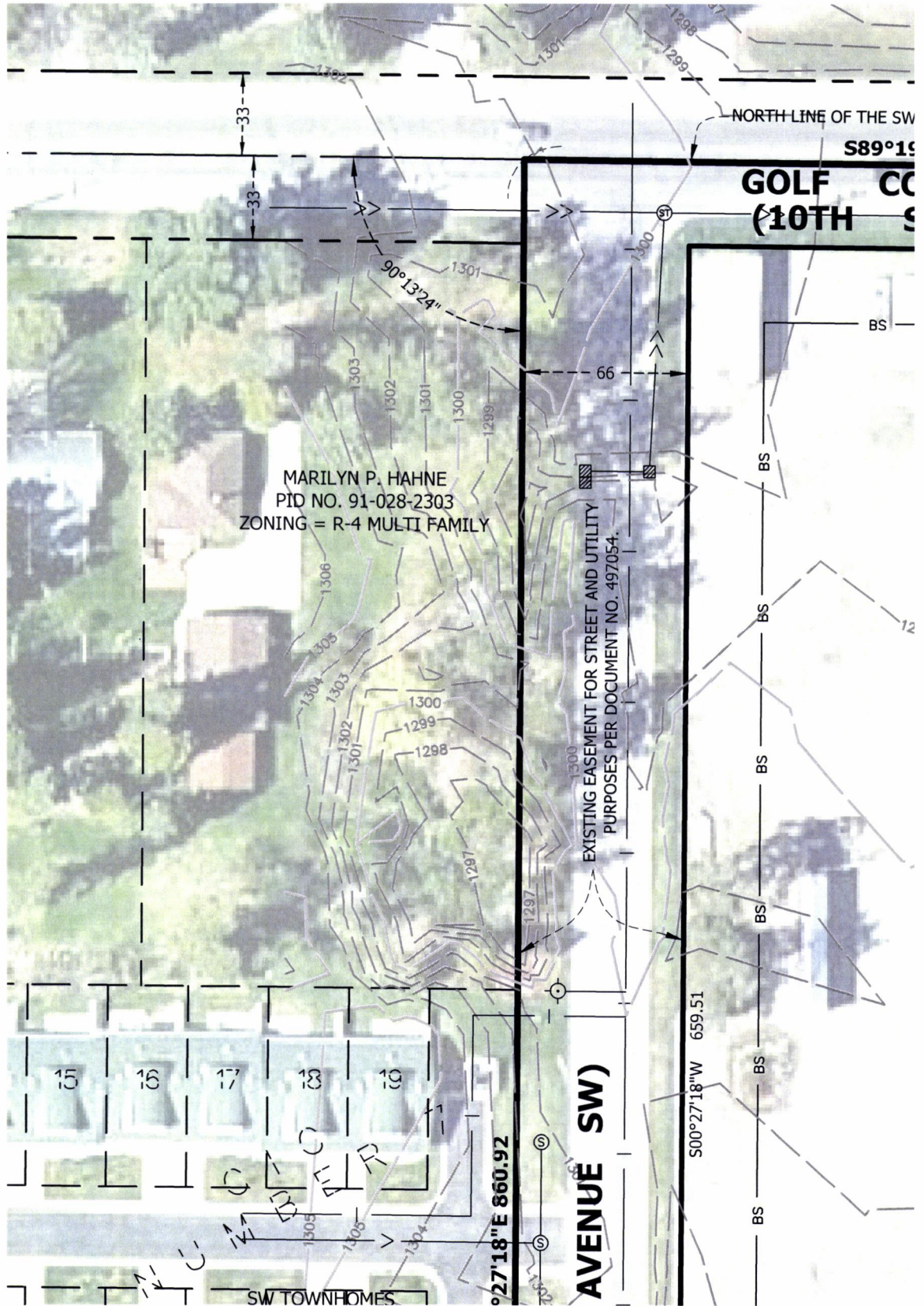
Hartley Addition (Minor Subdivision)



160 80 0 160 Feet



PRE



via, it, as Trustees of the Trusts created by and under the Hartley Trust created by and under the agreement dated 03/13/2004, owners and proprietors of the following

HARTLEY ADDITION

Part of the SW1/4 of the NW1/4 of Section 28, Township 55 North, Range 25 West, Itasca County, Minnesota.

p. 55 North, Range 25 West, Itasca County,

of said SW1/4 of the NW1/4 a distance of 407.79 minutes and go west 500 feet, thence deflect to minutes 30 seconds and go west 338.26 feet; thence left 89 degrees 58 minutes 04 seconds and go north to the place of beginning of the here described. Date to the public for public use forever the utility purposes only.

Trusts created by and under the Hartley Trust created by and under the agreement dated 03/13/2004,

H. Lewis, II, Trustee

1, by Jane H. Kingston, as Trustees of the Trusts

2, by James H. Claypool II, as Trustees of the Trusts

3, by Douglas H. Lewis, II, as Trustees of the Trusts

ent dated May 19, 2005, has caused these presents

3, by Judith S. Sarvela, as Trustee of the Leonard A.

14, has caused these presents to be signed this

3, by Eugene R. Carolla, as Trustee of the Eugene R.

ON: that this plot is a correct representation of said monuments have been correctly placed in the ground designated on the plot; and that there are no wet, pond on the plot other than as shown.

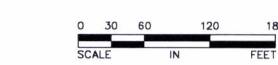
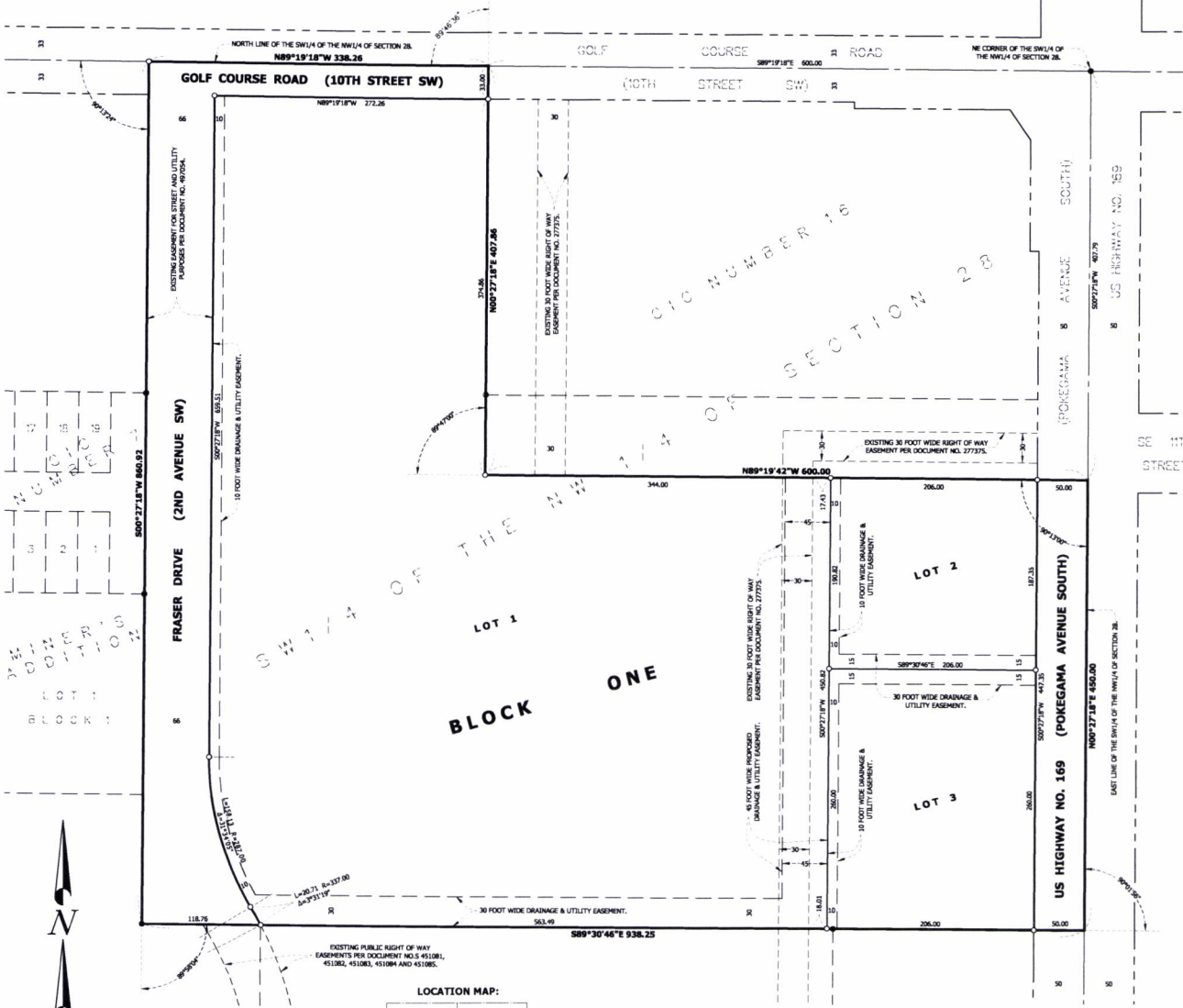
_____ 2016 by Randy M. Morton, Licensed Land

is, Minnesota, approved this plot.

day of _____ 2016.

I full this _____ day of _____

_____ and slide number _____ on this



LEGEND:
 ● = Denotes Found Iron Monument.
 ○ = Denotes 1/2" iron monument set and marked with cap inscribed with "JPJ ENG 21401"

Orientation of this bearing system is based on the east line of the SW1/4 of the NW1/4 of Section 28, Township 55 North, Range 25 West, which is assumed to bear S02°27'18"W.

JPE Engineering, Inc.
 425 GRANT STREET HIBBING, MN 55746
 PH: 218-262-5528 • WWW.JPE.ENG.COM

NW 1/4 OF SECTION 28, T55N, R25W, ITASCA COUNTY, MINNESOTA.

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

THE CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. 16-__

**THE MINOR SUBDIVISION ENTITLED
"HARTLEY ADDITION TO GRAND RAPIDS"**

WHEREAS, on June 16, 2016, at a special meeting, the Grand Rapids Planning Commission conducted a public hearing on the minor subdivision entitled Hartley Addition to Grand Rapids, and

WHEREAS, on June 16, 2016 the Planning Commission found the minor subdivision to be in compliance with the City Code, and recommended approval of said minor subdivision contingent upon three additional utility easement adjustments/additions being made, and

WHEREAS, the City Council reviewed the minor subdivision of Hartley Addition to Grand Rapids on July 25, 2016 and found the plat to be in compliance with the City Code including the Planning Commission recommended utility easement contingencies being accommodated, and recommended approval of said minor subdivision contingent upon the following conditions being adhered to;

- Payment of the money in lieu of parkland dedication fee of \$14,499.00 is made to the City of Grand Rapids, and
- The design of public improvements, within the easement areas, shall be approved by the City Engineer, and
- The full cost of said improvements will be borne by the Subdivider, and
- In accordance with Minnesota Statute §§505.02, Subdivision 1, the Subdivider shall set survey monuments of a permanent character in the locations on the boundary of the minor subdivision, and within it, as required within 1 year of the filing and recording of the Plat, and

WHEREAS, the final plat of Hartley Addition to Grand Rapids conforms to the approved preliminary plat.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Grand Rapids as follows:

That the plat of Hartley Addition to Grand Rapids, a minor subdivision of the City of Grand Rapids, is hereby approved.

Approved by the City Council of the City of Grand Rapids this 25th day of July, 2016.

Dale Adams, Mayor

Attest:

Kim Gibeau, City Clerk

Grand Rapids City 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.

DRAFT



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

All subdivisions in the City of Grand Rapids shall be in compliance with the Grand Rapids City Code, Articles V (Subdivisions) and VI (Zoning). The City Code can be viewed on the City of Grand Rapids web site, cityofgrandrapidsmn.com (follow the prompts for City Code).

PLAT NAME: Hartley Addition

Applicant/Business Name: Shingobee

Contact Person: Keith McDonald

Address: 669 North Medina Street, P.O. BOX 8, Loretto, Minnesota Zip: 55357

Telephone:(Work) 763-479-1300 (Other) 612-865-2981 (Fax) 763-479-3267

E-mail Address: kmcdonald@shingobee.com

Interest In Property: Developer

Property Owner(s) of record: Itasca Realty C/O Hartley Office

Address: 740 East Superior Street Zip: 55802

Telephone:(Work) _____ (Other) _____ (Fax) _____

Surveyor or Engineer: JPJ Engineering, Inc. - Randy Morton, P.L.S.

Address: 802 Garfield Avenue, Suite 105, Duluth, Minnesota 55802

Telephone:(Work) 218-969-9890 (Other) 218-720-6219 (Fax) 218-720-6267

E-mail Address: RMorton@jppjeng.com

Office Use Only

Date Received MAY 25 2016 Certified Complete 5/25/16 Fee Paid \$1,200⁰⁰

Does the subdivision boundary abut a state rail bank or established trunk highway (requiring road review): Yes No

Planning Commission Recommendation: Approved _____ Denied _____ Meeting Date 6/16/16

City Council Action: Approved _____ Denied _____ Meeting Date _____

pin 2 / 117.

Parcel Information:

Tax Parcel #(s) 91-028-2309 Property Size(acres): 11.55

Number of Existing Lots: 1 Number of Proposed Lots: 3

Existing Zoning: GB Proposed Zoning*1: GB

Existing Use: Former K-MART Proposed Use(s): Retail

Property Address/Location: 1111 South Pokegama Avenue, Grand Rapids, Minnesota 55744

Legal Description: (SEE ATTACHMENT)
(include electronic version with application)

Does the proposed subdivision meet the following criteria:

- Does not require the dedication of rights of way for the creation of new streets;
- Does not require the creation of any public utility easements other than the standard required easements of platted lots;
- Does not create a need for any public improvements;
- Does not landlock or otherwise impair access to the subject tract or from the rear or side of the subject tract or any adjacent property;
- Does not fall within the corridors of any planned or proposed street as shown upon the official map or approved area plans; and
- Does not violate any local, state or federally adopted law, ordinance, regulation, plan or policy.

Applications must be received no later than the end of the first week of the month, to allow sufficient time for review by staff and the department head review committee. Planning Commission meetings are held on the first Thursday of each month.

**1 If a zoning change is required, a petition for rezoning must be filed separately.*

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

K.J. McDonald
Signature(s) of Applicant(s)

5/18/2016
Date

Patricia Flatty
Owners Signature (if different than applicant)

5-18-16
Date

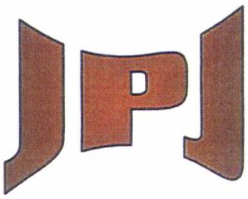
Required Submittals: The following items must be provided with your application, unless the Community Development director waives the requirement.

- Application Fee - \$1,200.00 *²
- Proof of Ownership – (a copy of a property tax statement or deed will suffice)
- 2 copies of the Preliminary Plat (D- size--22" X 34")
- 1 copy of the Preliminary Plat (B size—11" x 17")
- A letter from the County Recorder verifying that the subdivision name is not duplicated elsewhere in the County.
- A typed letter, addressed to the Grand Rapids Planning Commission, indicating the following:
 - A statement of the proposed use of all of the lots
 - A listing of any proposed protective covenants.
 - Proposed reapportionment of any existing assessments.
- A letter from the Itasca County Soil and Water Conservation District verifying the presence/or lack of wetlands.
- A copy of an updated Title Opinion or Title Insurance Policy showing proof of ownership of the property being subdivided.
- A copy of a current Assessment Certificate from the City Clerk showing whether or not there are any current assessments on the property.
- Copy of current year's Tax Statement.
- Electronic files of any written project statements, legal descriptions, or narratives, and plans in Microsoft Word format and pdf.

**²The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.*

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.



Engineering

Land Surveying

Economic Development

May 13, 2016

Grand Rapids Planning Commission
420 North Pokegama Avenue
Grand rapids, MN 55744

Re: Hartley Addition

The proposed use of the lots would include 2 retail developments in Lots 2 and 3 of the proposed plat and a future redevelopment of Lot 1.

There are no protective covenants proposed.

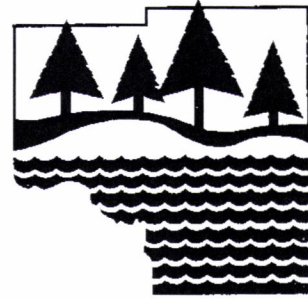
No existing assessments are charged against the parcel, per City of Grand Rapids, Assisted Finance Director.

Thank you,

A handwritten signature in blue ink, appearing to read 'John P. Jamnick'.

John P. Jamnick, P.E.

LINDA NIELSEN
COUNTY RECORDER/REGISTRAR
Itasca County Courthouse
123 N.E. 4th Street
GRAND RAPIDS, MINNESOTA 55744-2600
(218) 327-2856 • FAX (218) 327-0689



May 6, 2016

John Jamnick
JJamnick@JPJEng.com

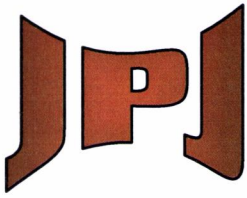
John,

Let it be known that there is no recorded plat in the office of the Itasca County Recorder or Itasca County Registrar of Titles in the name of **HARTLEY ADDITION**.

Sincerely,

A handwritten signature in black ink that reads "Linda Nielsen". The signature is fluid and cursive.

Linda Nielsen
Itasca County Recorder/Registrar



Legal Description:

That part of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4) of Section 28, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of said SW1/4 of the NW1/4; thence go south along the East line of said SW1/4 of the NW1/4 a distance of 407.79 feet to the place of beginning of the parcel here described; thence deflect to the right 90 degrees 13 minutes and go west 600 feet; thence deflect to the right 89 degrees 47 minutes and go north 407.88 feet; thence deflect to the left 89 degrees 46 minutes 30 seconds and go west 338.26 feet; thence deflect to the left 90 degrees 13 minutes 30 seconds and go south 860.95 feet; thence deflect to the left 89 degrees 58 minutes 04 seconds and go east 938.25 feet; thence deflect to the left 90 degrees 01 minutes 56 seconds and go 450.00 feet north to the place of beginning of the here described.

EXCEPT that part of the above described tract lying within the north 410.60 feet of the east 600.00 feet of said Southwest Quarter of the Northwest Quarter.



ITASCA COUNTY SOIL AND WATER CONSERVATION DISTRICT

May 20, 2016

Dear Mr. Peterson:

Per your request I have reviewed the property in the vicinity of the proposed Preliminary Plat of: Hartley Addition within the City of Grand Rapids for the presence of wetlands. Using the information you provided of the site, local knowledge of the site, and a desk audit I have determined that no wetlands exist within the subject property.

If you have any questions regarding this determination, please feel free to contact me. I can be reached by phone at 218-326-0017 or by email at matt.johnson@itascaswcd.org.

Sincerely,

Matthew W. Johnson
Wetland Specialist
Itasca SWCD

ASSESSMENT CERTIFICATE

STATE OF MINNESOTA)
COUNTY OF ITASCA) SS
CITY OF GRAND RAPIDS)

I, the Assistant Finance Director of the City of Grand Rapids, do hereby certify that I have carefully examined the records of my office for the purpose of ascertaining the existence of assessments levied for local improvements upon the real property herein described and that at the date of this certificate there are no assessments or installments thereof charged against the following described premises:

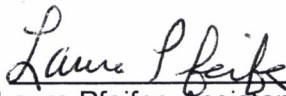
Parcel No. 91-0282309

Legal Description: N 857.79' of E938.26' Less N 407.79' of E 600' of SW NW as MEAS ALNG N & E LI of said SW NW

This certificate is made as to the above property description, supplied by the person requesting this certificate, and we do not certify as to assessments against the same property leveled under another description.

Our records do not reveal, and we do not certify, whether any PAST DUE Installments have not been paid. This information should be obtained from the Itasca County Auditor.

WITNESS my hand and official seal at Grand Rapids, this 11th day of May, 2016.



Laura Pfeifer, Assistant Finance Director

ITASCA COUNTY

Itasca County
Auditor/Treasurer
123 NE 4th Street
Grand Rapids, MN
55744

218-327-2859
www.co.itsca.mn.us

Property ID: 91-028-2309
Owner: HARTLEY, DAVID, ETAL

Taxpayer(s):

TAXPAYER # 13310
ITASCA REALTY
C/O HARTLEY OFFICE
740 EAST SUPERIOR STREET
DULUTH MN 55802

Property Description:

GRAND RAPIDS CITY
SEC:28 TWP: 55.0 RG:25 LOT: BLK: ACRES: 11.55
N 857.79' OF E938.26' LESS N 407.79' OF E
600' OF SW NW AS MEAS ALNG N & E LI OF
SAID SW NW

2016 Property Tax Statement

VALUES & CLASSIFICATION		
Taxes Payable Year: 2015		
2016		
STEP	Estimated Market Value:	1,875,300
		1,875,300
STEP 1	Homestead Exclusion:	
	Taxable Market Value:	1,875,300
	New Improvements/ Expired Exclusions:	
	Property Classification:	COMM
		COMM
Sent in March 2015		
STEP 2	PROPOSED TAX	
	Proposed Tax:(excluding special assessments)	77,404.00
Sent in November 2015		
STEP 3	PROPERTY TAX STATEMENT	
	First-half Taxes: May 16	38,684.00
	Second-half Taxes: October 17	38,684.00
	Total Taxes Due in 2016:	77,368.00

\$\$\$ You may be eligible for one or even two refunds to reduce your property tax.
REFUNDS? Read the back of this statement to find out how to apply.

Taxes Payable Year:			2015	2016
1. Use this amount on Form M1PR to see if you're eligible for a property tax refund. File by August 15. If box is checked, you owe delinquent taxes and are not eligible.				
2. Use these amounts on Form M1PR to see if you are eligible for a special refund.				
PROPERTY TAX AND CREDITS				
3. Property tax before credits				
4. Credits that reduce property taxes:				
A. Agricultural market value credit				
B. Taconite tax relief				
C. Other credits				
5. Property tax after credits				
PROPERTY TAX BY JURISDICTION				
6. County				
7. City or Town				
8. State General Tax				
9. School District: A. Voter approved levies				
0318 B. Other local levies				
10A. Special taxing district				
B. Tax increment				
C. Fiscal disparity				
11. Non-school voter approved referenda levies				
12. Total property tax before special assessments				
SPECIAL ASSESSMENTS				
13A. SOLID WASTE ASSMT (COMMERCIAL-2)				
B. SOLID WASTE ASSMT (COMMERCIAL-2)				
C.				
14. Total property tax and special assessments				

ISSUED: 04/01/2016

2 ND HALF PAYMENT STUB



TAXPAYER # 13310
ITASCA REALTY

COMM ACCT# 73240

Property ID Number:	91-028-2309
Full Tax for Year	77,368.00
Balance Due	38,684.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

Pay on or before October 17 to avoid penalty
Real Estate ITASCA COUNTY

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:
Jeffrey T. Walker
County Auditor/Treasurer

Mail to: Itasca County
Auditor/Treasurer
123 NE 4th Street
Grand Rapids, MN
55744

Check if address change on back
If box is checked you owe delinquent taxes
Detach stub and include with second half payment

Payable in 2016

R

CASH
CHECK
COUNTER
MAIL

ISSUED: 04/01/2016

1000009102823092016073240

00003868400000077368005

1 ST HALF OR FULL PAYMENT STUB



TAXPAYER # 13310
ITASCA REALTY

COMM ACCT# 73240

Property ID Number:	91-028-2309
Full Tax for Year	77,368.00
Balance Due	38,684.00
Penalty	
Total Paid	

\$30.00 service charge for all returned checks.

Pay on or before May 16 to avoid penalty
Real Estate ITASCA COUNTY

Note: When you provide a check as payment you authorize the County to use information from your check to make a one-time electronic fund transfer from your account. The funds may be withdrawn from your account the same day. You will not receive your check back from your financial institution.

Make checks payable to:
Jeffrey T. Walker
County Auditor/Treasurer

Mail to: Itasca County
Auditor/Treasurer
123 NE 4th Street
Grand Rapids, MN
55744

Check if address change on back
If box is checked you owe delinquent taxes
Detach stub and include with first half or full payment

Payable in 2016

R

CASH
CHECK
COUNTER
MAIL

ISSUED: 04/01/2016

1000009102823092016073240

00003868400000077368005

**ALTA COMMITMENT FORM
COMMITMENT FOR TITLE INSURANCE**

Old Republic National Title Insurance Company, a Florida corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

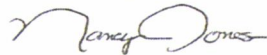
This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

Issuing Agent:

Commercial Partners Title, LLC
200 South 6th Street, Suite 1300
Minneapolis, MN 55402
(612) 337-2470

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

Countersigned



By  President

Attest  Secretary

Authorized Signatory

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**ALTA COMMITMENT FORM
COMMITMENT FOR TITLE INSURANCE**

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. *The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at <http://www.alta.org>.*

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ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
200 South Sixth Street, Suite 1300, Minneapolis, MN 55402
AS AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT

Reference Name: Thrifty - White/Grand Rapids

SCHEDULE A

- | | |
|--|-----------------|
| 1. Effective Date: April 4, 2016 at 07:00 AM | File No.: 51145 |
| 2. Policy (or Policies) to be issued: | Amount |
| (a) Owner's Policy ALTA Owner's Policy (06/17/06) | \$3,000,000.00 |
| Proposed Insured: Shingobee Real Estate Company, LLC, a Minnesota
limited liability company, its successors and/or assigns | |
| (b) Loan Policy ALTA Loan Policy (06/17/06) | TBD |
| Proposed Insured: Citizens Alliance Bank, its successors and/or assigns
as their respective interests may appear | |

3. The estate or interest in the land described or referred to in this Commitment is Fee Simple.

4. Title to the Fee Simple estate or interest in the land is at the Effective Date vested in:

Sarah H. Sneve, Lawrence F. Bowman and Douglas H. Lewis II, as Trustees of the Trusts created by and under the Hartley Trust Indenture dated September 2, 1952, as to an undivided 1/16th interest; and

Jane H. Kingston and James H. Claypool, II, and Douglas H. Lewis, II, as Trustees of the Hartley Trust Indenture dated September 2, 1952, as to an undivided 3/4th interest; and

The Trustees of the Leonard A. Sarvela, Jr. Trust under Agreement dated May 19, 2005, as to an undivided 1/8th interest; and

Eugene R. Carollo, as Trustee of the Eugene R. Carollo Trust dated May 13, 2004, as to an undivided 1/16th interest.

5. The land referred to in the Commitment is described as follows:

SEE EXHIBIT A ATTACHED HERETO

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
AS AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NUMBER 51145
EXHIBIT A
LEGAL DESCRIPTION

The land referred to in this Commitment is described as follows:

That part of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4) of Section 28, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows: Commencing at the Northeast corner of said SW1/4 of the NW1/4; thence go South along the East line of said SW1/4 of the NW1/4 a distance of 407.79 feet to the place of beginning of the parcel here described; thence deflect to the right 90 degrees 13 minutes and go West 600 feet; thence deflect to the right 89 degrees 47 minutes and go North 407.88 feet; thence deflect to the left 89 degrees 46 minutes 30 seconds and go West 338.26 feet; thence deflect to the left 90 degrees 13 minutes 30 seconds and go South 860.95 feet; thence deflect to the left 89 degrees 58 minutes 04 seconds and go East 938.25 feet; thence deflect to the left 90 degrees 01 minutes 56 seconds and go 450.00 feet North to the place of beginning of the here described.

Itasca County, Minnesota
Abstract Property

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
AS AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NUMBER 51145
SCHEDULE B - PART I
REQUIREMENTS

The following are the requirements to be complied with:

1. This Commitment was prepared by:
Commercial Partners Title, LLC
200 South Sixth Street, Suite 1300
Minneapolis, MN 55402

Phone: (612) 337-2470
Fax: (612) 337-2471

Please direct questions regarding this Commitment to: Dave Hillert, Underwriting Attorney, at (612) 643-1044 and direct questions regarding the closing to: Gale Larson, Commercial Closer, at (612) 643-1040.

If you would like to arrange for additional parties to receive this documentation, please contact our Production Department at (612) 337-2470.

2. Instruments creating and/or perfecting the priority of the estate or interest(s) to be insured, the form and execution of which shall be satisfactory to the Company must be executed, delivered and duly filed of record.
3. Upon our receipt and review of a standard form of affidavit disclosing no adverse matters, Item Nos. 1, 2, 4, 5 and 6 of Schedule B - Part II will be deleted from the final policy. Item No. 8 will be modified to reflect the interests of specific tenants. A current survey, certified to Commercial Partners Title, LLC and Old Republic National Title Insurance Company, will be required to delete Item No. 3 of Schedule B from the final policy.
4. We require a Well Disclosure Certificate be completed and furnished at the time of closing for all deeds that require a Certificate of Real Estate Value. OR The following statement must be added to the deed: The seller certifies that the seller does not know of any wells on the described real property.
5. The Tax Reform Act of 1986 requires that the seller provide the following information at the time of closing: 1. Tax Identification Number 2. Full Forwarding Address.
6. Because the fee owners are the Trustee(s) of a Trust, the following documents must be submitted in accordance with Minn. Stat. 501C.1013 for review and possible further requirements prior to closing:
 - a) Certificate of Trust regarding each trust
 - b) Affidavit of Trustee regarding each trustee
7. Submit the following documentation prior to closing for review and approval:

Copies of Good Standing Certificate for Seller and/or Buyer/Borrower and Resolutions authorizing both the transaction and execution of documents (or incumbency certificate with the authorizing resolutions), or other evidence acceptable to the Company.

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
AS AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NUMBER 51145
SCHEDULE B - PART I
REQUIREMENTS

(Continued)

8. In the event this transaction involves new construction or if there has been construction on the property during the last six months please immediately contact the closer or underwriting attorney listed above to discuss the transaction.

If the transaction involves a construction mortgage or is a vacant land acquisition mortgage no construction related work can be performed on the property until after the mortgage is recorded and pictures have been taken at the site, in order to establish priority for the construction mortgage. Indemnities will be required at closing from the appropriate parties, depending upon the nature of the transaction.

9. Commercial Partners Title, LLC does not have the Abstract of Title for the subject property described at Item No. 5 of Schedule A.
10. The legal description at Item No. 5 of Schedule A is related to the property address of 1111 South Pokegama Avenue, Grand Rapids, MN.
11. NOTE: the tract index for Itasca County, Minnesota indicates no open mortgages. Please verify with sellers regarding any possible unrecorded mortgage interests.

END OF SCHEDULE B – PART I REQUIREMENTS

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
AS AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NUMBER 51145
SCHEDULE B - PART II
EXCEPTIONS

The policy or policies to be issued will include exceptions to the following unless they are disposed of to the satisfaction of the Company.

1. Defects, liens encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
2. Rights or claims of parties in possession not shown by the public records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Easements or claims of easements not shown by the public records.
5. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. Taxes or special assessments which are not shown as existing liens by the public records.
7. General and special taxes and assessments as hereafter listed, if any (all amounts shown being exclusive of interest, penalties and costs):
 - A. Real estate taxes payable in 2016 are \$77,368.00 and are unpaid.
Base tax \$77,143.00 Property Identification No. 91-028-2309

NOTE: There are no delinquent taxes of record.

 - B. There are no levied or pending assessments of record.
8. Rights or claims of tenants, as tenants only, in possession under unrecorded leases.
9. Easement for communication utility purposes, in favor of Northwestern Bell Telephone Company, as created in Easement dated September 23, 1980, filed September 23, 1980, as Document No. 341572.
10. Terms and conditions of, and easements, restrictions and obligations described in Exhibit B of Amendment of Agreement dated November 10, 1980, filed October 26, 1984, as Document No. 368336.
11. Easement for street and utility purposes, as created in Final Certificate dated August 18, 1998, filed October 7, 1998, as Document No. 497054.
12. Terms, conditions and right of use described in Notice of Lis Pendens dated September 23, 2011, filed October 12, 2011, as Document No. A000657850. (NOTE: Right shall cease on December 1, 2016, as to Parcel 4)
13. Easement for public right of way purposes, in favor of the City of Grand Rapids, a Minnesota municipal corporation, as created in document dated March 9, 1994, filed April 6, 1994, as Document Nos. 451081,

ISSUED BY
COMMERCIAL PARTNERS TITLE, LLC
AS AGENT FOR
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

COMMITMENT NUMBER 51145
SCHEDULE B - PART II
EXCEPTIONS

(Continued)

451082, 451083 and 451084, also dated March 25, 1994, filed April 6, 1994, as Document No. 451085.
(NOTE: Covers additional lands)

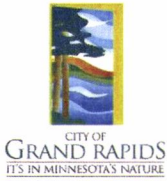
14. Subject to the consequences of, and rights of the public to Fraser Drive as currently laid out and traveled according to available maps running over and across the Westerly boundary of the subject property without the benefit of an easement.

END OF SCHEDULE B - PART II EXCEPTIONS

EXHIBIT "A"

That part of the Southwest Quarter of the Northwest Quarter (SW1/4 of NW1/4) of Section 28, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows: Commencing at the Northeast corner of said SW1/4 of the NW1/4; thence go South along the East line of said SW1/4 of the NW1/4 a distance of 407.79 feet to the place of beginning of the parcel here described; thence deflect to the right 90 degrees 13 minutes and go West 600 feet; thence deflect to the right 89 degrees 47 minutes and go North 407.88 feet; thence deflect to the left 89 degrees 46 minutes 30 seconds and go West 338.26 feet; thence deflect to the left 90 degrees 13 minutes 30 seconds and go South 860.95 feet; thence deflect to the left 89 degrees 58 minutes 04 seconds and go East 938.25 feet; thence deflect to the left 90 degrees 01 minutes 56 seconds and go 450.00 feet North to the place of beginning of the here described.

Itasca County, Minnesota
Abstract Property



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0465 **Version:** 1 **Name:** Consider authorizing the purchase of switching equipment from Works Computing Inc.
Type: Agenda Item **Status:** Information Technology
File created: 7/18/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider authorizing the purchase of switching equipment from Works Computing Inc.
Sponsors:
Indexes:
Code sections:
Attachments: [105416 City of Grand Rapids 2960-X .pdf](#)

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

Consider authorizing the purchase of switching equipment from Works Computing Inc.

Background Information:

As a part of CP2017-1 5th St. and 8th Ave. reconstruction project, the City is installing fibre optic cable to connect the City and County networks. Some upgrades to our current network infrastructure are necessary to utilize this new connection. The IT Department has sufficient funds available to purchase this equipment from its 2016 operating budget. Works Computing has submitted a quote from the State of MN purchasing contract in the amount of \$14,376.74 to cover all necessary equipment.

Staff Recommendation:

Staff recommends authorizing the IT Department to purchase necessary networking equipment from Works Computing at a cost of \$14,376.74.

Requested City Council Action

Make a motion authorizing the purchase of Cisco networking equipment from Works Computing at a cost of \$14,376.74 plus any additional shipping and handling charges.



Works Computing Inc
 1801 American Blvd East
 Suite 12
 Bloomington, Minnesota 55425
 United States
<http://www.workscomputing.com>
 (P) 952-746-1580
 (F) 952-746-1585

Doc #: 105416 1 rev of 1
 Modified Date: Jul 12, 2016 01:40 PM CDT
 Expiration Date: 2016-08-01
 Description: 2960-X Switch Expansion 3yr support

Salesrep: Gary Hopp
 (gary.hopp@workscomputing.com)
Phone: (218) 590-3534

Customer
 City of Grand Rapids (CO0613)
 Scott, Erik
 420 North Pokegama Avenue
 Grand Rapids, MN 55744
 United States
 (P) 218-326-7600

#	Description	Part #	Qty	Unit Price	Total
1	CATALYST 3K-X 10G SERVICE MODULE SPARE REFURBISHED Expansion module - 10 Gigabit SFP+ x 2 - refurbished - for Catalyst 3560X-24, 3560X-48, 3750X-12, 3750X-24, 3750X-48	C3KX-SM-10G-RF	1	\$1,770.00	\$1,770.00
2	10GBASE-LR SFP MODULE FOR EXTENDED TEMP RANGE REMANUFACTURED	SFP-10G-LR-X-RF	4	\$1,726.78	\$6,907.12
3	CAT 2960S 24 GIGE, 2 X 10G SFP+ LAN BASE REFURBISHED Switch - managed - 24 x 10/100/1000 + 2 x 10 Gigabit SFP+ - rack-mountable - refurbished	WS-C2960S-24TDL-RF	2	\$1,718.55	\$3,437.10
4	SMARTNET 8X5XNBD CAT 2960S STK 24 GIGE,2X10G SFP+LAN BASE Extended service agreement - replacement - 8x5 - response time: NBD - for P/N: WS-C2960S-24TD-L	CON-SNT-2960S2TD	2	\$598.20	\$1,196.40
5	AC POWER CORD, 16AWG Power cable - NEMA 5-15 (M) to IEC 320 EN 60320 C13 - 8 ft - for Catalyst 2960, 2960G, 2960S, 3560E, 3560G, 3560V2	CAB-16AWG-AC	2	\$0.00	\$0.00
6	CATALYST 2960-X FLEXSTACK PLUS STACKING MOD OPT REFURBISHED Network stacking module - refurbished - for Catalyst 2960X-24, 2960X-48	C2960X-STACK-RF	2	\$491.90	\$983.80
7	CISCO BLADESWITCH 0.5M STACK CABLE REFURBISHED Stacking cable - 1.6 ft - remanufactured - for Catalyst 2960, 2960-24, 2960-48, 2960G-24, 2960G-48, 2960S-24, 2960S-48	CAB-STK-E-0.5M-RF	2	\$41.16	\$82.32

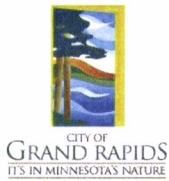
Terms: Net 30 days

Total: \$14,376.74

QUOTE DOES NOT INCLUDE TAX OR SHIPPING CHARGES

Thank you for letting us provide you this quote. We value your business and will continue to provide you excellent service in addition to our comprehensive product line.

These prices may NOT include applicable taxes, insurance, shipping, delivery setup fees, or any cables or cabling services or material unless specifically listed above. All prices are subject to change without notice. Supply subject to availability.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0472 **Version:** 1 **Name:** Request by the Grand Rapids Police Department to sell forfeited weapons to a Federally Licensed Firearms Dealer and other miscellaneous items through Do-Bid auction.

Type: Agenda Item **Status:** Police

File created: 7/19/2016 **In control:** City Council

On agenda: 7/25/2016 **Final action:**

Title: Consider authorizing the Grand Rapids Police Department to sell forfeited weapons to a Federally Licensed Firearms Dealer and other miscellaneous items through Do-Bid auction.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider authorizing the Grand Rapids Police Department to sell forfeited weapons to a Federally Licensed Firearms Dealer and other miscellaneous items through Do-Bid auction.

Background Information:

The police department has auctioned off firearms in the past through a bidding process. The guns to be sold were found, abandoned, or forfeited weapons and have gone through the forfeiture process and have been awarded to the city by the courts. We will sell the guns in lots and or individually, they will be sold to the highest bidder.

The guns to be auctioned are as follows:

HANDGUNS

1. .357 cal, Sturm, Ruger revolver pistol
2. .25 cal, model 25 Bryco Arms semi-auto pistol
3. 9mm Luger, P-11 Kel-Tec semi-auto pistol
4. .357 Magnum, Smith & Wesson
5. .38 EIG Derringer
6. BB gun, Walther
7. .22 revolver, Hi Standard
8. 9mm Parabellum Model TA 90
9. .25 Auto Raven Arms Model P-25
10. .38 Revolver Liberty Arms

11. .40 Smith & Wesson
12. .22 Revolver Rohm Model RG 10
13. .177 BB pistol, Powerline
14. .40 Hi-Point Model JCP
15. .22 handgun, Iver Johnson
16. .38 Special Revolver, Smith & Wesson
17. .22 Revolver, High Standard "Durango"

LONG GUNS

1. .50 cal, Wolf muzzle loader
2. 30-06, Maverick - Mossberg rifle
3. .308 Winchester - Savage rifle
4. 30-30 Winchester - Marlin rifle
5. .22 Remington rifle
6. .762 Norinco rifle
7. 12 gauge Remington Shotgun
8. 20 gauge New England firearms shotgun
9. 12 gauge Jing shotgun
10. 22 cal Mossberg rifle
11. 12 guage pump shotgun, Winchester Model 1200
12. W Richards Double barrel shotgun
13. Mossberg Int'l 702 Plinkster
14. .22 rifle, Mossberg International
15. 1929 Model single shot 12 gauge Montgomery Wards "Hercules"
16. Remington 870 Express shotgun

The following is a list of miscellaneous items to be auctioned off through Do-Bid:

- 2 - sets of used Chevrolet rims
- 2 - tire/rim combinations
- 1 - used Chevrolet rim
- 1 - found tire/rim ICR # 13012380
- 2 - abandoned golf bags with clubs

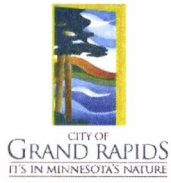
3 - 20 + year old “retired police patrol bicycles”

Staff Recommendation:

The Police Department would recommend to the City Council to allow the Police Department to sell at auction forfeited firearms to Federally Licensed Firearms Dealer and miscellaneous items using Do-Bid.

Requested City Council Action

Make a motion to consider authorizing the Police Department to sell at auction forfeited firearms to Federally Licensed Firearms Dealer and miscellaneous items using Do-Bid.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0473 **Version:** 1 **Name:** Approve Funds from the MSA Account for Maintenance Paving
Type: Agenda Item **Status:** Public Works
File created: 7/19/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider authorizing expenditures of up to \$115,000 from the Municipal State Aid Account (MSA) for maintenance paving of existing roads deemed necessary due to them not being in the Five-Year CIP.

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [2016 Paving - 6th St NE 2nd to 5th Ave](#)
 - [2016 Paving - 7th Ave NE](#)
 - [2016 Paving - 4th Ave NE](#)
 - [2016 Paving - 3rd Ave SE Willow - 7th St SE Alley](#)
 - [2016 Paving - 3rd St NE-Alleys btwn 4th & 5th NE Aves](#)
 - [2016 Paving - 14th St NW](#)
 - [2016 Patch - Pokegama Hotel Lot](#)
 - [2016 Paving - Walking Trail to GRSC](#)

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

Consider authorizing expenditures of up to \$115,000 from the Municipal State Aid Account (MSA) for maintenance paving of existing roads deemed necessary due to them not being in the Five-Year CIP.

Background Information:

The pavement index or quality of the condition on some of our streets are in need of reconstruction but do to traffic counts and other factors they don't make the five year CIP Plan. Quite frankly they wouldn't make the ten year plan. City Staff has discussed this issue for several years which prompted a maintenance paving project that was funded last year by the Public Works Budget. We overlayed a section of 8th Ave SW to improve the ride ability and reduce the continual maintenance required for a 5 to 7 year period. This year we did a similar project on 6th St NW between Hwy 38 and 4th Ave NW, that's been in bad shape for several years. Repairs were needed due the increase in traffic as it is being utilized as a detour road for the 5th Street Project. The proposed maintenance paving will allow the City Engineer to develop a comprehensive pavement plan without the immediate needs of dealing with streets that are literally falling apart. It will also assist the Public Works Department in their maintenance efforts. Currently the MSA Account has a fund balance of \$430,000.00.

The streets included are:

- 6th St NE between 2nd and 3rd Ave, 3rd and 4th Ave and 4th and 5th Ave
- 7th Ave NE between Hwy 169N and 5th St NE
- 4th Ave NE between Hwy 2E and Itasca Street
- 3rd Ave SE between Willow Lane and 7th St SE
- 3rd St NE between 4th and 5th Ave and alley
- 14th St NW (Legion Lane) road to High School
- Patch in Pokegama Hotel Lot
- Paving walking trail to GRSC, ADA issue

Staff Recommendation:

Tom Pagel, City Administrator/Interim City Engineer, Matt Wegwerth, Incoming City Engineer, Barb Baird, Finance Director, all support the expenditures for this project.

Requested City Council Action

Authorize and approve expenditures of up to \$115,000 from the Municipal State Aid Account for maintenance paving of existing roads deemed necessary to continue with 5 year road rehabilitation plan.

Proposal

Page No _____ of _____ Pages



P O BOX 278, GRAND RAPIDS, MINNESOTA, 55744, OFFICE 218.326.0309 FAX 218.326.0755

PROPOSAL SUBMITTED TO City of Grand Rapids Attn: Jeff Davies	JOB NAME Paving	DATE June 30, 2016
STREET 420 N Pokegama Avenue	CELL PHONE 259-8688	WORK PHONE
STATE, CITY AND ZIP CODE Grand Rapids, Minnesota 55744	JOB LOCATION 6th Street NE between 2nd and 3rd Avenue	

We hereby submit specifications and estimates for:

Total Area - 885 SY

- 1) Mobilization
- 2) Apply tack coat
- 3) Furnish and install (1" Average) Hot Mix Overlay

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of
Six thousand six thousand forty and no/100's dollars \$ **6,640.00**

Payment to be made as follows:

Payment in full upon completion of paving work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Derek Hawkinson

Derek Hawkinson

Note: This proposal may be withdrawn by us if not accepted within **30** days

Acceptance of Proposal The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are authorized

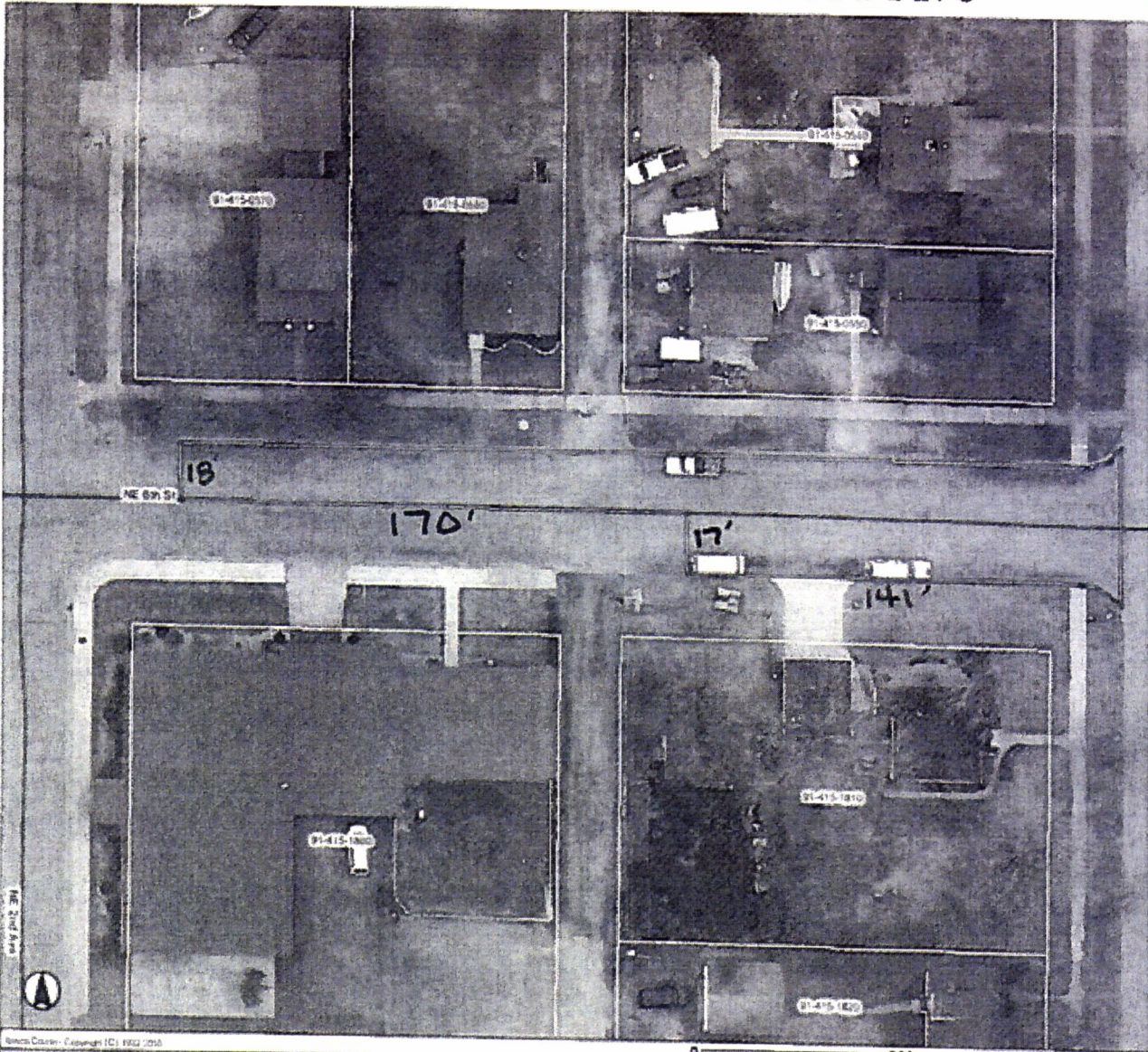
to do the work as specified. Payment will be made as outlined above

Date of Acceptance: _____

Signature _____

Signature _____

6th St NE between 2nd and 3rd Ave



Source: Courtesy: Copyright (C) 1992-2016

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Itasca County DSM
123 NE 4th St.
Grand Rapids, MN 55744

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Proposal



P O BOX 278, GRAND RAPIDS, MINNESOTA, 55744, OFFICE 218.326.0309 FAX 218.326.0755

PROPOSAL SUBMITTED TO City of Grand Rapids Attn: Jeff Davies	JOB NAME Paving	DATE June 30, 2016
STREET 420 N Pokegama Avenue	CELL PHONE 259-8688	WORK PHONE
STATE, CITY AND ZIP CODE Grand Rapids, Minnesota 55744	JOB LOCATION 6th Street NE between 3rd and 4th Avenue	

We hereby submit specifications and estimates for

Total Area - 1248 SY

1) Mobilization

2) Apply tack coat

3) Furnish and install (1" Average) Hot Mix Overlay

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Nine thousand three thousand sixty and no/100's dollars \$ **9,360.00**

Payment to be made as follows:
Payment in full upon completion of paving work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Derek Hawkinson

Derek Hawkinson

Note: This proposal may be withdrawn by us if not accepted within **30** days

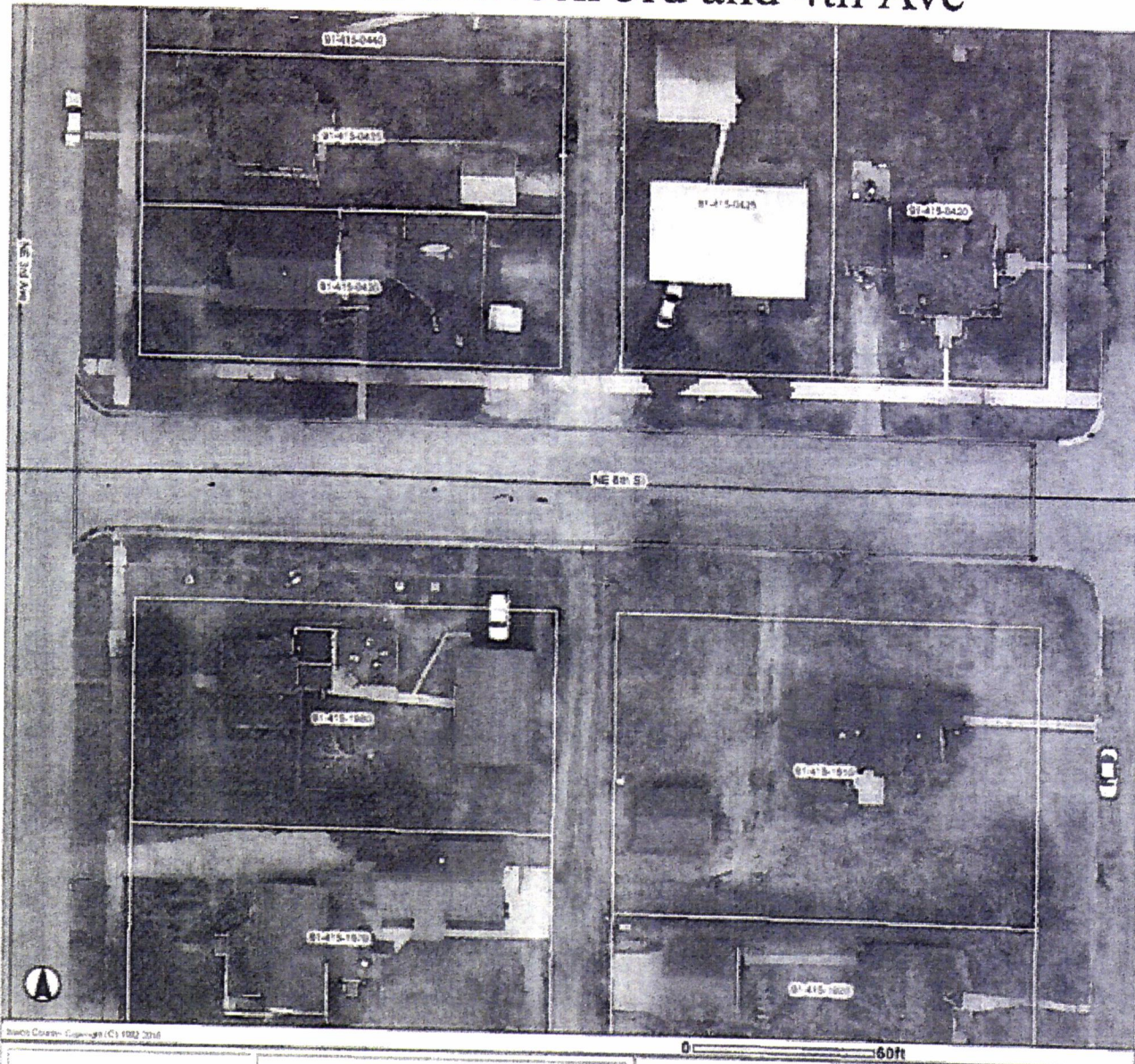
Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

6th St NE between 3rd and 4th Ave



Source: County of Itasca, MN, 1992, 2018

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Proposal

Page No _____ of _____ Pages



P O BOX 278, GRAND RAPIDS, MINNESOTA, 55744, OFFICE 218.926.0309 FAX 218.326.0755

PROPOSAL SUBMITTED TO City of Grand Rapids Attn: Jeff Davies	JOB NAME Paving	DATE June 30, 2016
STREET 420 N Pokegama Avenue	CELL PHONE 259-8688	WORK PHONE
STATE, CITY AND ZIP CODE Grand Rapids, Minnesota 55744	JOB LOCATION 6th Street NE between 4th and 5th Avenue	

We hereby submit specifications and estimates for

Total Area - 1248 SY

1) Mobilization

2) Apply tack coat

3) Furnish and install (1" Average) Hot Mix Overlay

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of
Six thousand seven thousand fifty and no/100's dollars \$ **6,750.00**

Payment to be made as follows:

Payment in full upon completion of paving work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Derek Hawkinson

Derek Hawkinson

Note: This proposal may be withdrawn by us if not accepted within **30** days

Acceptance of Proposal The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are authorized

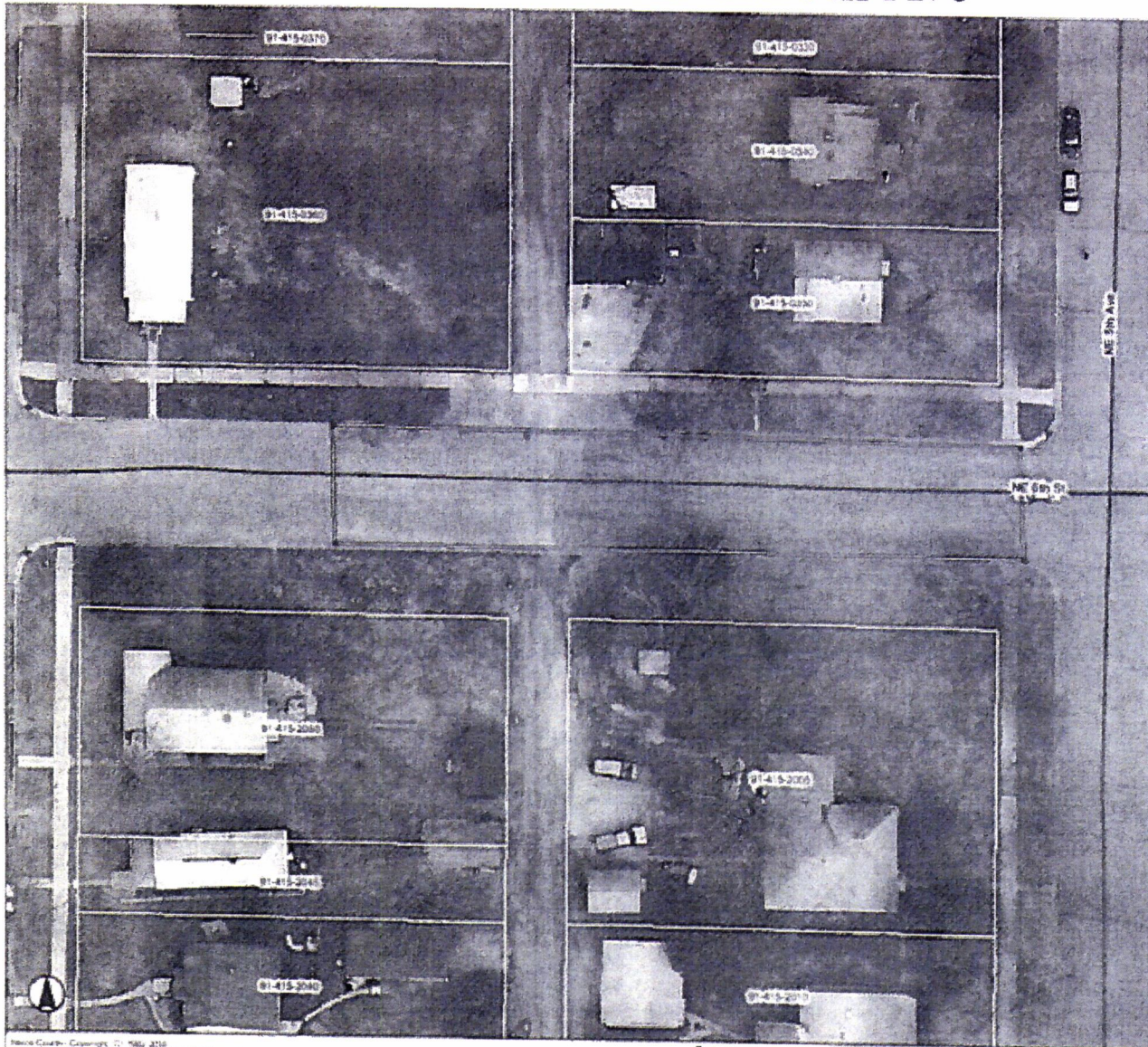
to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

6th St NE between 4th and 5th Ave



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Grand Rapids, MN 55744

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Proposal



P O BOX 278, GRAND RAPIDS, MINNESOTA, 55744, OFFICE 218.326.0309 FAX 218.326.0755

PROPOSAL SUBMITTED TO City of Grand Rapids Attn: Jeff Davies	JOB NAME Paving	DATE June 8, 2016
STREET 420 N Pokegama Avenue	CELL PHONE 259-8688	WORK PHONE
STATE, CITY AND ZIP CODE Grand Rapids, Minnesota 55744	JOB LOCATION 7th Avenue NE	

We hereby submit specifications and estimates for:

Total Area - 999 SY

- 1) Mobilization
- 2) Furnish and install Hot Mix Patch (19' x 60')
- 3) Apply tack coat
- 4) Furnish and install (1" Average) Hot Mix Overlay

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Eleven thousand six thousand and no/100's dollars \$ 11,600.00

Payment to be made as follows:

Payment in full upon completion of paving work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Derek Hawkinson

Derek Hawkinson

Note: This proposal may be withdrawn by us if not accepted within 30 days

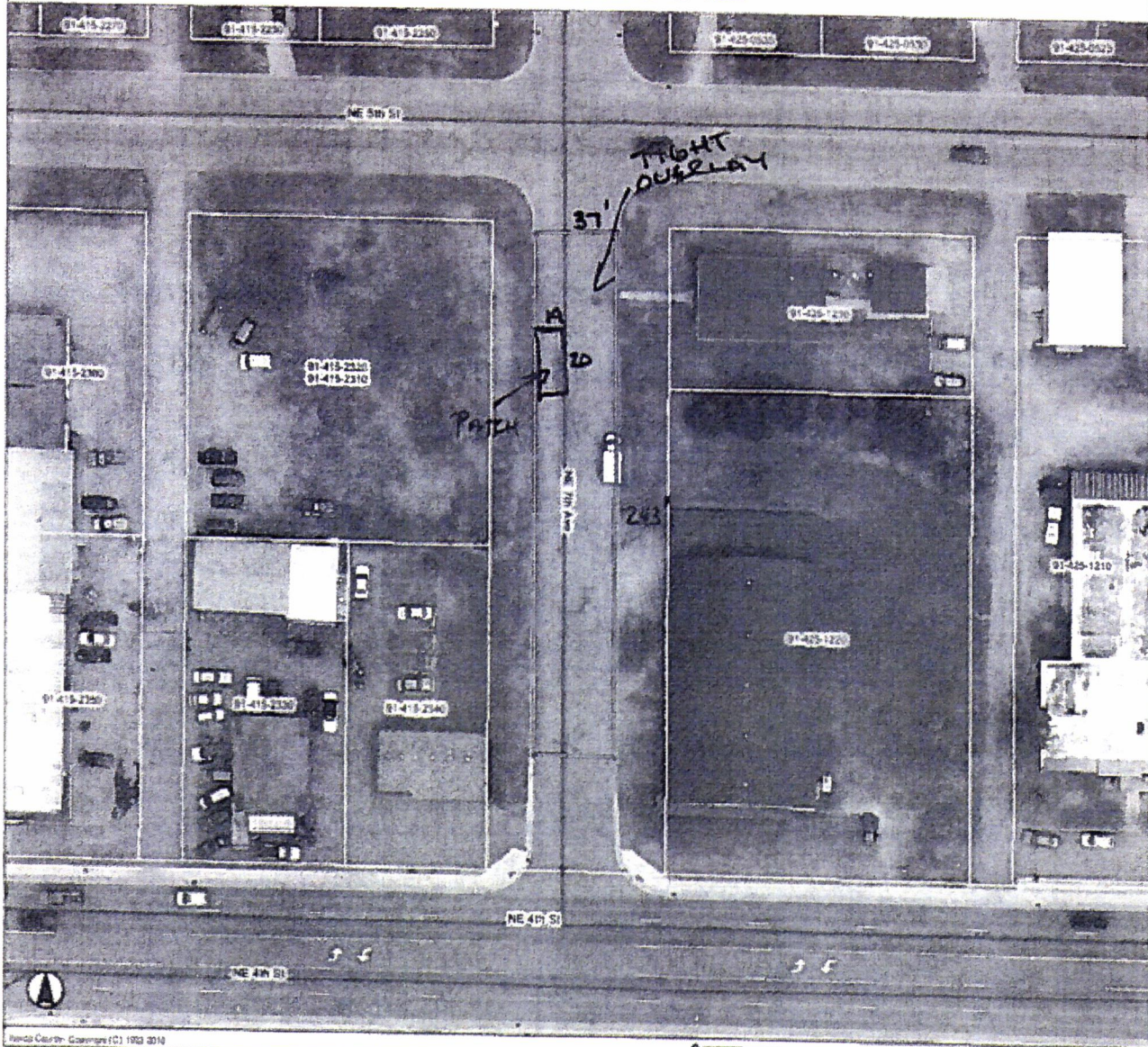
Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

7th Avenue NE



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Proposal

Page No. of Pages



P O BOX 278, GRAND RAPIDS, MINNESOTA, 55744, OFFICE 218.326.0309 FAX 218.326.0755

PROPOSAL SUBMITTED TO City of Grand Rapids Attn: Jeff Davies	JOB NAME Paving	DATE June 9, 2016
STREET 420 N Pokegama Avenue	CELL PHONE 259-8688	WORK PHONE
STATE, CITY AND ZIP CODE Grand Rapids, Minnesota 55744	JOB LOCATION 4th Avenue NE	

We hereby submit specifications and estimates for:

Total Area - 819 SY (295' x 25')

- 1) Mobilization
- 2) Apply tack coat
- 3) Furnish and install (1" Average) Hot Mix Overlay

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:
Eight thousand two thousand sixty and no/100's dollars \$ **8,260.00**

Payment to be made as follows
Payment in full upon completion of paving work.

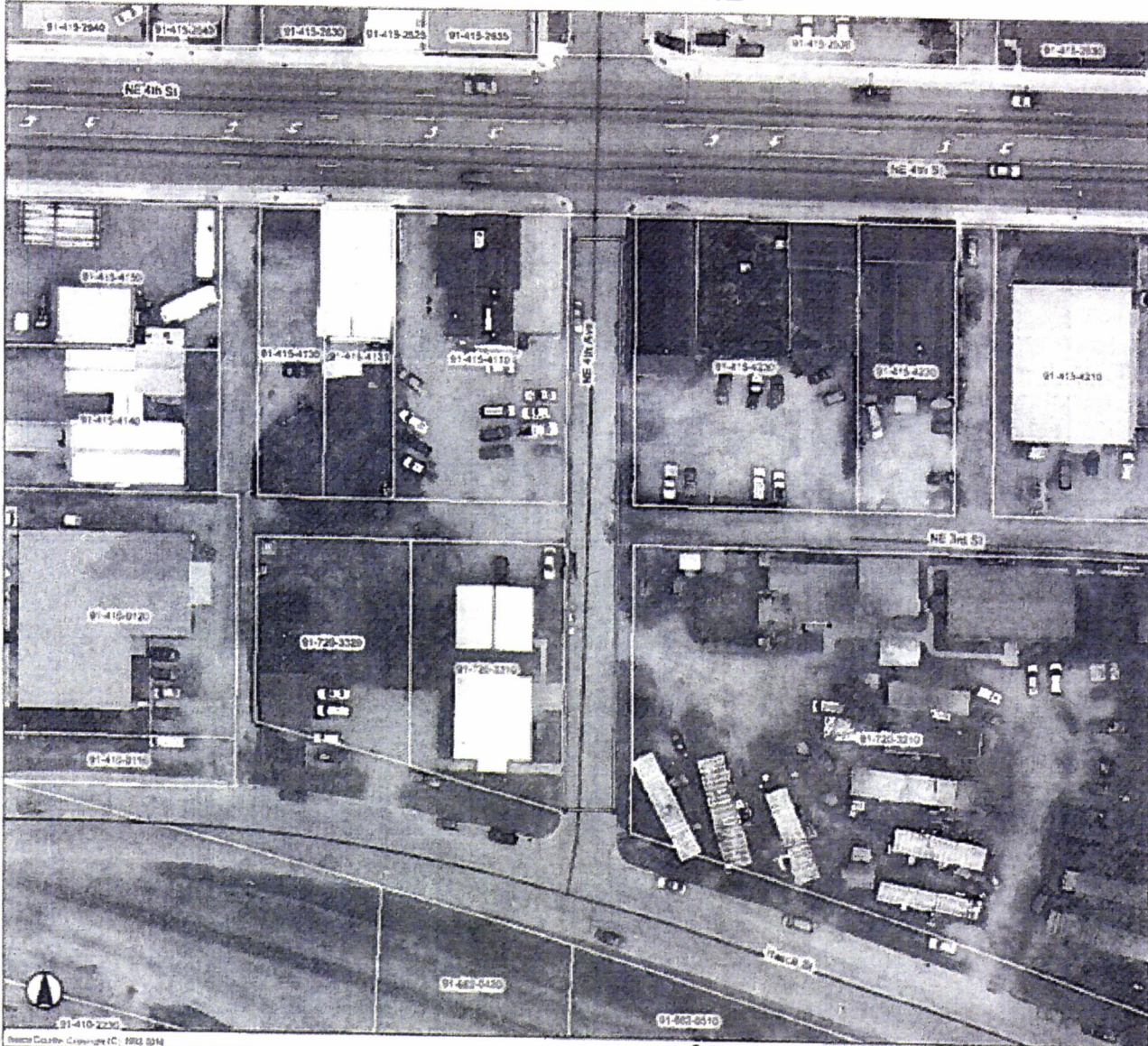
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature
Derek Hawkinson
Derek Hawkinson
Note: This proposal may be withdrawn by us if not accepted within **30** days

Acceptance of Proposal The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____ Signature _____

4th Avenue NE



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Proposal

Page No. of Pages



P O BOX 278, GRAND RAPIDS, MINNESOTA, 55744, OFFICE 218.326.0809 FAX 218.326.0755

PROPOSAL SUBMITTED TO City of Grand Rapids Attn: Jeff Davies	JOB NAME Paving	DATE July 19, 2016
STREET 420 N Pokegama Avenue	CELL PHONE 259-8688	WORK PHONE
STATE, CITY AND ZIP CODE Grand Rapids, Minnesota 55744	JOB LOCATION Alley between Willow Lane & 7th St SE	

We hereby submit specifications and estimates for

Total Area - 975 SY

- 1) Mobilization
- 2) Shape and compact existing gravel base
- 3) Furnish and install (3") Bituminous Wear Course

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of

Nineteen thousand three hundred sixty and no/100th dollars \$ **19,360.00**

Payment to be made as follows

Payment in full upon completion of paving work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Derek Hawkinson

Note: This proposal may be withdrawn by us if not accepted within **30** days

Acceptance of Proposal The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are authorized

to do the work as specified. Payment will be made as outlined above

Date of Acceptance: _____

Signature _____

Signature _____

Proposal

Page No _____ of _____ Pages



P O BOX 278, GRAND RAPIDS, MINNESOTA, 55744, OFFICE 218.326.0809 FAX 218.326.0755

PROPOSAL SUMMITTED TO City of Grand Rapids Attn: Jeff Davies	JOB NAME Paving	DATE July 19, 2016
STREET 420 N Pokegama Avenue	CELL PHONE 259-8688	WORK PHONE
STATE, CITY AND ZIP CODE Grand Rapids, Minnesota 55744	JOB LOCATION Alley between 4th & 5th Ave NE and South of 4th St NE	

We hereby submit specifications and estimates for

Total Area - 912 SY

- 1) Mobilization
- 2) Shape and compact existing gravel base
- 3) Furnish and install (3") Bituminous Wear Course

Note: Grades per Jeff Davies

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Nineteen thousand three hundred sixty and no/100's dollars \$ **22,890.00**

Payment to be made as follows

Payment in full upon completion of paving work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Derek Hawkinson

Derek Hawkinson

Note: This proposal may be withdrawn by us if not accepted within **30** days

Acceptance of Proposal The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are authorized

to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

Alley between 4th and 5th Ave NE and South of 4th St NE



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Proposal



P O BOX 278, GRAND RAPIDS, MINNESOTA, 55744, OFFICE 218.326.0309 FAX 218.326.0755

PROPOSAL SUBMITTED TO City of Grand Rapids Attn: Jeff Davies		JOB NAME Paving	DATE July 19, 2016
STREET 420 N Pokegama Avenue		CELL PHONE 259-8688	WORK PHONE
STATE, CITY AND ZIP CODE Grand Rapids, Minnesota 55744		JOB LOCATION 14th Street NW near GRHS	

We hereby submit specifications and estimates for:

Total Area - 1125 SY

- 1) Mobilization
- 2) Apply tack coat
- 3) Furnish and install (1" Average) Hot Mix Overlay

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Six thousand four thousand forty and no/100's dollars \$ **6,440.00**

Payment to be made as follows:

Payment in full upon completion of paving work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Derek Hawkinson

Derek Hawkinson

Note: This proposal may be withdrawn by us if not accepted within **30** days

Acceptance of Proposal The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are authorized

to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

Signature _____

Signature _____

14th St NW Skin Patch



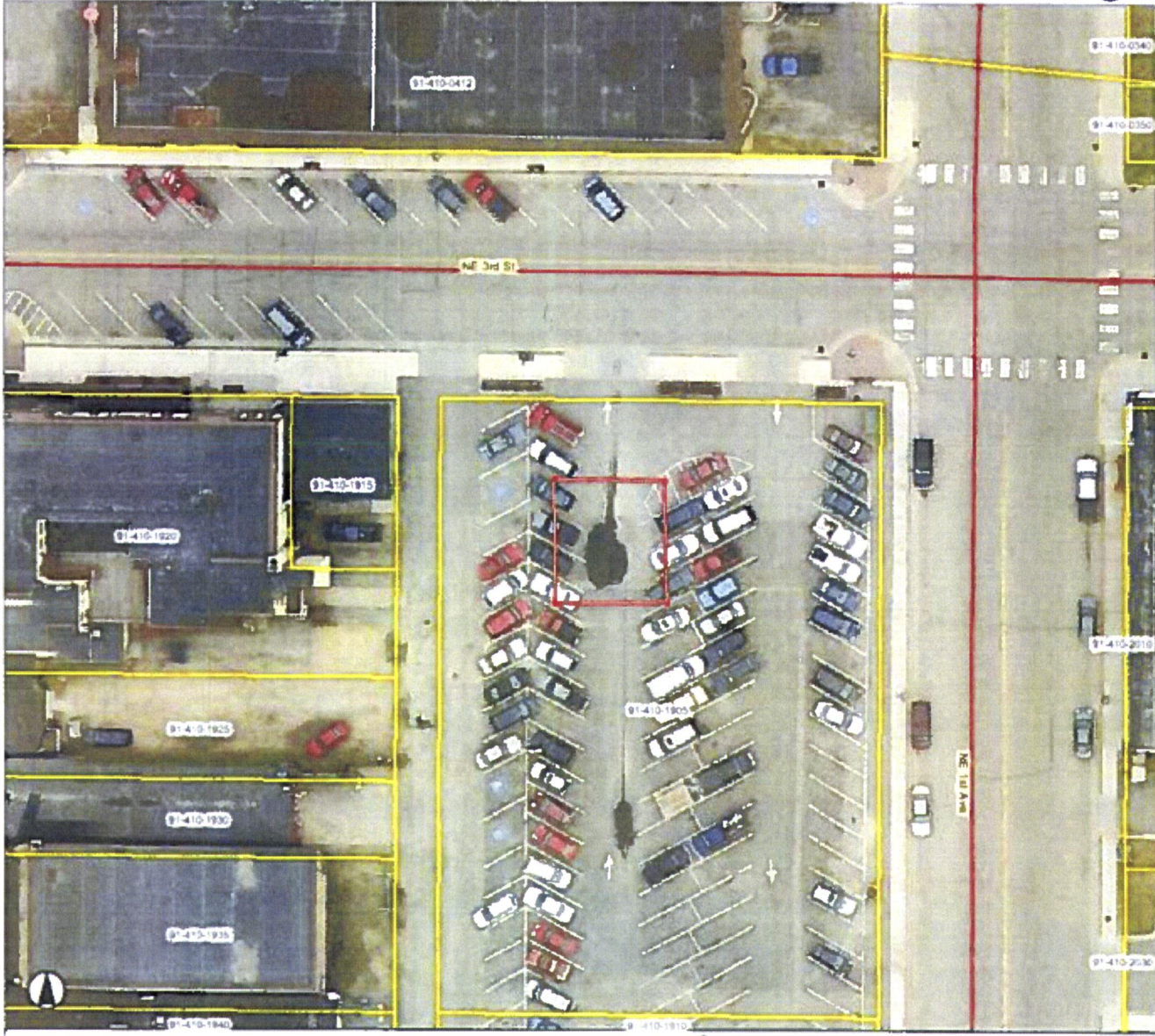
Itasca County, Minnesota, C. 1982, 2016

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City Parking Lot near Old Pokegama Hotel Bldg



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Proposal

Page No. of Pages



P O BOX 278, GRAND RAPIDS, MINNESOTA, 55744, OFFICE 218.326.0309 FAX 218.326.0755

PROPOSAL SUMMITTED TO City of Grand Rapids Attn: Jeff Davies	JOB NAME Paving	DATE July 19, 2016
STREET 420 N Pokegama Avenue	CELL PHONE 259-8688	WORK PHONE
STATE, CITY AND ZIP CODE Grand Rapids, Minnesota 55744	JOB LOCATION GR Sports Complex	

We hereby submit specifications and estimates for

Total Area - 283 SY (232' x 11')

- 1) Mobilization
- 2) Shape and compact existing base
- 3) Furnish and install (2 1/2") Bituminous Wear Course

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of **Seven thousand six hundred ninety and no/100's** dollars \$ **7,690.00**

Payment to be made as follows

Payment in full upon completion of paving work.

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature

Derek Hawkinson

Derek Hawkinson

Note: This proposal may be withdrawn by us if not accepted within **30** days

Acceptance of Proposal The above prices, specifications

and conditions are satisfactory and are hereby accepted. You are authorized

to do the work as specified. Payment will be made as outlined above

Date of Acceptance: _____

Signature _____

Signature _____

Sports Complex

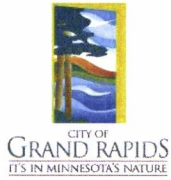


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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0468 **Version:** 1 **Name:** Appointment of Heath Smith and Bradley Thompson to Firefighter Trainee positions.
Type: Agenda Item **Status:** Administration Department
File created: 7/18/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider appointment of Heath Smith and Bradley Thompson to Firefighter Trainee positions.
Sponsors:
Indexes:
Code sections:
Attachments:

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

Consider appointment of Heath Smith and Bradley Thompson to Firefighter Trainee positions.

Background Information:

There are two openings for Firefighter Trainee on the Grand Rapids Fire Department. At the August 31, 2015 City Council meeting, the Council established an eligibility list of potential firefighters. Fire Chief Mike Liebel has reviewed the list of candidates and would like to recommend Heath Smith and Bradley Thompson to the positions of Firefighter Trainee effective August 1, 2016.

Heath Smith graduated from St. Francis High School and received an Associates Degree in Law Enforcement from Hibbing Community. He is currently employed by the City of Grand Rapids at a Police Sergeant and has had 10 years of continuing education in law enforcement including first aid, first responder, as well as working critical and high stress scenes. Prior to working for the City of Grand Rapids, Heath was a Police Sergeant with the Leech Lake Band of Ojibwe.

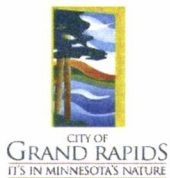
Bradley Thompson graduated from Hill City High School and received a certificate of completion in Firefighter Safety I and Firefighter II from Mesabi Range Community and Technical College. Bradley is currently employed at Acheson Tire as a Tire Technician and is a Firefighter/First Responder for the Jacobson Volunteer Fire Department when available.

Staff Recommendation:

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

Requested City Council Action

Make a motion to consider appointing Heath Smith and Bradley Thompson to the vacant Firefighter Trainee positions effective August 1, 2016 at the current rate of \$12.00 per hour subject to background checks, drug testing, physical exams, and psychological exams.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 16-0479 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 7/21/2016 **In control:** City Council
On agenda: 7/25/2016 **Final action:**
Title: Consider approving the verified claims for the period July 6, 2016 to July 25, 2016 in the total amount of \$1,451,913.14 of which \$300,936.26 are bond payments.
Sponsors:
Indexes:
Code sections:
Attachments: [COUNCIL BILL LIST 072516.pdf](#)

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

Consider approving the verified claims for the period July 6, 2016 to July 25, 2016 in the total amount of \$1,451,913.14 of which \$300,936.26 are bond payments.

Requested City Council Action

Make a motion approving the verified claims for the period July 6, 2016 to July 25, 2016 in the total amount of \$1,451,913.14 of which \$300,936.26 are bond payments.

TE: 07/21/2016
ME: 13:07:43
: AP443000.CGR

CITY OF GRAND RAPIDS
DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 07/25/2016

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
0500050	E3 CONSULTING SERVICES	-56.25
1309335	MINNESOTA REVENUE	56.25
1800115	RTVISION INC	750.00
	TOTAL	750.00
CITY WIDE		
0300018	CS HANDYMAN INC	660.00
0300200	CDW GOVERNMENT INC	44.25
1503245	OFFICE ENTERPRISES INC	156.05
1612050	PLAISTED COMPANIES INC	409.06
1805195	REDPATH AND COMPANY, LTD	6,114.00
	TOTAL CITY WIDE	7,383.36
SPECIAL PROJECTS-NON BUDGETED		
2305718	WESTMAN CHAMPLIN & KOEHLER	190.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	190.00
ADMINISTRATION		
0718060	GRAND RAPIDS HERALD REVIEW	86.25
	TOTAL ADMINISTRATION	86.25
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	77.58
0315455	COLE HARDWARE INC	20.97
0401495	DAMA METAL PRODUCTS INC	508.00
0718010	CITY OF GRAND RAPIDS	298.97
0920060	ITASCA COUNTY TREASURER	120.40
1809205	RIDES, LLC	924.00
1909450	SILVERTIP GRAPHICS SIGNS	113.50
1909510	SIM SUPPLY INC	147.49
2018680	TRU NORTH ELECTRIC LLC	980.25
	TOTAL BUILDING MAINTENANCE-CITY HALL	3,191.16
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS HERALD REVIEW	115.00
0920060	ITASCA COUNTY TREASURER	55.97

TE: 07/21/2016
ME: 13:07:43
: AP443000.CGR

CITY OF GRAND RAPIDS
DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 07/25/2016

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
COMMUNITY DEVELOPMENT		
	TOTAL COMMUNITY DEVELOPMENT	170.97
ENGINEERING		
0612083	FLAGSHIP RECREATION	6,318.00
1800115	RTVISION INC	375.00
1900225	SEH-RCM	920.00
2300645	WSB & ASSOCIATES, INC	37.50
	TOTAL ENGINEERING	7,650.50
FINANCE		
1805195	REDPATH AND COMPANY, LTD	-12,821.61
	TOTAL FINANCE	-12,821.61
FIRE		
0113233	AMERIPRIDE LINEN & APPAREL	20.49
0121721	AUTO VALUE - GRAND RAPIDS	118.38
0221650	BURGGRAF'S ACE HARDWARE INC	92.22
0315455	COLE HARDWARE INC	25.36
0401804	DAVIS OIL	363.23
0701650	GARTNER REFRIGERATION CO	496.25
0717996	GRAND ITASCA CLINIC	218.23
0920060	ITASCA COUNTY TREASURER	92.58
1200500	L&M SUPPLY	44.23
1901535	SANDSTROM COMPANY INC	1,009.49
1921501	SUMMIT COMPANIES	56.75
2114381	UNITED TRUCK BODY COMPANY INC	221.56
2209421	VIKING ELECTRIC SUPPLY INC	119.60
	TOTAL FIRE	2,878.37
INFORMATION TECHNOLOGY		
0500050	E3 CONSULTING SERVICES	225.00
	TOTAL INFORMATION TECHNOLOGY	225.00
PUBLIC WORKS		
0104799	ADVANCED SERVICES INC	876.00
0205090	BEACON ATHLETICS LLC	540.00

TE: 07/21/2016
ME: 13:07:43
: AP443000.CGR

CITY OF GRAND RAPIDS
DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 07/25/2016

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
PUBLIC WORKS		
0212553	BLOOMERS GARDEN CENTER	161.24
0212554	BLOOMERS GARDEN & LANDSCAPING	3,984.54
0221650	BURGGRAF'S ACE HARDWARE INC	172.04
0301685	CARQUEST AUTO PARTS	18.90
0315455	COLE HARDWARE INC	120.91
0315481	COMMERCIAL ASPHALT REPAIR LLC	8,100.00
0401804	DAVIS OIL	1,462.71
0500700	ESS BROTHERS & SONS INC	855.00
0501650	EARL F ANDERSEN	52.50
0601690	FASTENAL COMPANY	20.02
0718215	GREEN AGAIN LAWN & AERATION	1,491.09
0801825	HAWKINSON CONSTRUCTION CO INC	7,180.00
0801836	HAWKINSON SAND & GRAVEL	150.57
0805640	HERC-U-LIFT	110.00
0815647	HORN PLASTICS INC	293.25
0920060	ITASCA COUNTY TREASURER	1,033.07
1000069	J.N. JOHNSON FIRE AND SAFETY	182.60
1200500	L&M SUPPLY	348.90
1309355	MINNESOTA TORO	474.51
1421155	NUCH'S IN THE CORNER	88.59
1503150	OCCUPATIONAL DEVELOPMENT CTR	1,125.00
1612050	PLAISTED COMPANIES INC	1,322.91
1615427	POKEGAMA LAWN AND SPORT	19.62
1621125	PUBLIC UTILITIES COMMISSION	4,225.55
1801897	RAYMOND JOHNSON	75.00
1813125	RMB ENVIROMENTAL	168.00
1900225	SEH-RCM	842.50
1908248	SHERWIN-WILLIAMS	193.80
2305453	WESCO DISTRIBUTION INC	402.20
TOTAL PUBLIC WORKS		36,091.02
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	90.44
1200500	L&M SUPPLY	34.99
1801232	RADKO IRON & SUPPLY INC	62.98
1921610	SUPERIOR SIGNALS INC	509.55
TOTAL FLEET MAINTENANCE		697.96
POLICE		
0121725	AUTOMOTIVE ELECTRIC LLC	109.50
0221650	BURGGRAF'S ACE HARDWARE INC	13.93
0300200	CDW GOVERNMENT INC	331.32

TE: 07/21/2016
ME: 13:07:43
: AP443000.CGR

CITY OF GRAND RAPIDS
DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 07/25/2016

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
POLICE		
0301685	CARQUEST AUTO PARTS	110.76
0315455	COLE HARDWARE INC	0.87
0513233	EMERGENCY AUTOMOTIVE TECH INC	-299.00
0918575	IRON RANGE TIRE SERVICE INC	581.36
0920060	ITASCA COUNTY TREASURER	3,224.48
1200500	L&M SUPPLY	59.96
1201434	LAKE WOODS CHRYSLER	591.52
1300160	MPH INDUSTRIES INC	509.95
1301025	MAKI BODY & GLASS	1,169.50
1309160	MN COUNTY ATTORNEYS	110.00
1309332	MN STATE RETIREMENT SYSTEM	377.79
1605665	PERSONNEL DYNAMICS LLC	1,158.30
1801570	RAPIDS AUTO WASH	42.50
1920233	STREICHER'S INC	607.34
1920555	STOKES PRINTING & OFFICE	57.58
1920556	STOP TECH LTD	930.00
1925500	SYMBOL ARTS, LLC	95.00
2000400	T J TOWING	810.00
	TOTAL POLICE	10,592.66
RECREATION		
1401060	NATIONAL ARBOR DAY FOUNDATION	30.00
1920555	STOKES PRINTING & OFFICE	10.88
	TOTAL RECREATION	40.88
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	150.61
0405223	DEER RIVER HIRED HANDS INC	120.00
0609457	FILTHY CLEAN INC	1,444.30
1805195	REDPATH AND COMPANY, LTD	770.00
	TOTAL	2,484.91
REPORT		
0112100	ALAMO SALES CORP	147.52
0221650	BURGGRAF'S ACE HARDWARE INC	142.38
0315455	COLE HARDWARE INC	182.61
0421725	DUTCH ROOM INC	98.07
0504825	EDWARDS OIL INC	501.58

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VENDOR #	NAME	AMOUNT DUE

REPORT		
0513235	EMERGENCY RESPONSE SOLUTIONS	209.44
0801450	HALI-BRITE INC	768.21
0920060	ITASCA COUNTY TREASURER	100.48
1015355	JOHNSON'S LOCK & SAFE	115.00
1201730	LATVALA LUMBER COMPANY INC.	53.06
1801610	RAPIDS PLUMBING & HEATING INC	837.85
1805195	REDPATH AND COMPANY, LTD	770.00
1908248	SHERWIN-WILLIAMS	282.00
1921591	SUPER 8 GRAND RAPIDS	294.21
	TOTAL	4,502.41
VIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	90.00
0205153	BECKER ARENA PRODUCTS INC	38.50
0221650	BURGGRAF'S ACE HARDWARE INC	364.57
0315455	COLE HARDWARE INC	183.87
0315495	COMMERCIAL REFRIGERATION	3,760.00
0405223	DEER RIVER HIRED HANDS INC	90.00
0701650	GARTNER REFRIGERATION CO	1,796.00
0801535	HAMMERLUND CONSTRUCTION INC	500.00
0920060	ITASCA COUNTY TREASURER	63.64
1301168	MARKETPLACE FOODS	14.75
1605611	PEPSI-COLA	127.35
1805195	REDPATH AND COMPANY, LTD	990.00
1901535	SANDSTROM COMPANY INC	729.51
1909450	SILVERTIP GRAPHICS SIGNS	50.00
1909510	SIM SUPPLY INC	357.25
1920555	STOKES PRINTING & OFFICE	13.99
	TOTAL GENERAL ADMINISTRATION	9,169.43
CREATION PROGRAMS		
T001067	JENNY VIRNIG	45.00
T001068	AMANDA SKAUDIS	40.00
	TOTAL	85.00
ATE HAZ-MAT RESPONSE TEAM		
2300600	W.P. & R.S. MARS COMPANY	41.70

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VENDOR #	NAME	AMOUNT DUE

ATE HAZ-MAT RESPONSE TEAM		
	TOTAL	41.70
LICE DESIGNATED FORFEITURES		
0513233	EMERGENCY AUTOMOTIVE TECH INC	3,304.55
0914690	INSIGHT PUBLIC SECTOR SLED	1,496.10
	TOTAL	4,800.65
METERY		
0221650	BURGGRAF'S ACE HARDWARE INC	132.68
0421453	DULUTH MONUMENT CO	1,132.88
0920060	ITASCA COUNTY TREASURER	219.54
1805195	REDPATH AND COMPANY, LTD	770.00
	TOTAL	2,255.10
MESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	20.32
0920060	ITASCA COUNTY TREASURER	133.75
	TOTAL	154.07
09D GO EQPT CERTIFICATE		
2305447	WELLS FARGO BANK NA	8,855.00
	TOTAL	8,855.00
ASSESS IMP BOND-2001B		
2100265	U.S. BANK	875.00
	TOTAL	875.00
ASSESS IMP BOND-2006C		

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VENDOR #	NAME	AMOUNT DUE

ASSESS IMP BOND-2006C		
2100265	U.S. BANK	19,000.00
	TOTAL	19,000.00
CIP REFUNDING BOND 2006B		
2100265	U.S. BANK	4,400.00
	TOTAL	4,400.00
ASSESS IMP BOND-2007A		
2305447	WELLS FARGO BANK NA	19,107.50
	TOTAL	19,107.50
ASSESS IMP BOND-2008C		
2305447	WELLS FARGO BANK NA	14,062.50
	TOTAL	14,062.50
STREET RECONST BNDS 2008B		
2305447	WELLS FARGO BANK NA	12,982.50
	TOTAL	12,982.50
IMP BONDS 2009C		
2305447	WELLS FARGO BANK NA	73,095.00
	TOTAL	73,095.00
IMP, CIP & REFUNDING 2010A		
2305447	WELLS FARGO BANK NA	11,612.50
	TOTAL	11,612.50

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VENDOR #	NAME	AMOUNT DUE

IMP & REFUNDING BONDS 2011B		
2305447	WELLS FARGO BANK NA	11,552.50
	TOTAL	11,552.50
IMPROVEMENT BONDS 2012A		
2305447	WELLS FARGO BANK NA	21,703.75
	TOTAL	21,703.75
IMP REFUNDING BONDS-2013A		
2305447	WELLS FARGO BANK NA	4,502.50
	TOTAL	4,502.50
IMPRV RECONST BONDS 2013B		
2100265	U.S. BANK	56,318.75
	TOTAL	56,318.75
IMP BONDS 2014A		
2100265	U.S. BANK	26,073.76
	TOTAL	26,073.76
T AVE CONDO ABATEMENT		
0100000	1ST AVE CONDOMINIUMS LLC	20,436.14
	TOTAL	20,436.14
F #1-8 LAKEWOOD APTS		
1201450	LAKEWOOD HEIGHTS	15,964.43
	TOTAL	15,964.43

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VENDOR #	NAME	AMOUNT DUE

F 1-6 OLD HOSPITAL BONDS		
2305447	WELLS FARGO BANK NA	16,795.00
	TOTAL	16,795.00
F 1-7 BLK 37 REDEVELOPMENT		
0718070	GRAND RAPIDS STATE BANK	7,046.24
	TOTAL	7,046.24
F 1-6 OLD HOSP HSING PAYGO		
0717989	GRAND PLAZA HOUSING	10,172.69
	TOTAL	10,172.69
F 1-9 MAJESTIC PINES		
1301400	MAJESTIC PINES GRAND LLC	78,951.54
	TOTAL	78,951.54
NERAL CAPITAL IMPRV PROJECTS		
NEIGHBORHOOD & ECON DEV		
1900225	SEH-RCM	2,287.50
	TOTAL NEIGHBORHOOD & ECON DEV	2,287.50
2010-5 MS RIVER PD BRIDGE		
1900225	SEH-RCM	487.50
	TOTAL 2010-5 MS RIVER PD BRIDGE	487.50
PITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-RECREATION		
0701510	GAMETIME	22,567.64
0801835	HAWKINSON REDI-MIX	1,062.52
1309296	MINNESOTA/WISCONSIN PLAYGROUND	1,100.00
1800140	R C RENTAL INC	50.00
	TOTAL CAPITAL OUTLAY-RECREATION	24,780.16

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VENDOR #	NAME	AMOUNT DUE

A	CVC CTR CAPITAL PJT MULTI-USE OUTDOOR PAVILION 1105444 KELLER FENCE COMPANY	1,100.00
	TOTAL MULTI-USE OUTDOOR PAVILION	1,100.00
14	INFRASTRUCTURE BONDS 2011-2 CRYSTAL LAKE BLVD 1900225 SEH-RCM	420.00
	TOTAL 2011-2 CRYSTAL LAKE BLVD	420.00
16	INFRASTRUCTURE BONDS 2017-1 5TH ST N & 8TH AVE NE 1601750 PAUL BUNYAN COMMUNICATIONS 1900225 SEH-RCM 2000522 TNT AGGREGATES, LLC	2,755.60 14,923.00 206,853.98
	TOTAL 2017-1 5TH ST N & 8TH AVE NE	224,532.58
R-PERMANENT IMPRV	REVOLV FND NO PROJECT 1805195 REDPATH AND COMPANY, LTD	5,702.40
	TOTAL NO PROJECT	5,702.40
ORM WATER UTILITY		
	0301705 CASPER CONSTRUCTION INC 0315330 COHASSET CONCRETE PRODUCTS 0401804 DAVIS OIL 0801825 HAWKINSON CONSTRUCTION CO INC 0801836 HAWKINSON SAND & GRAVEL 0920060 ITASCA COUNTY TREASURER 1601150 PACE ANALYTICAL 1805195 REDPATH AND COMPANY, LTD	312.00 90.00 1,409.85 11,210.00 1,474.69 436.30 257.00 1,100.00
	TOTAL	16,289.84
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 789,727.07
ECKS ISSUED-PRIOR	APPROVAL	
PRIOR APPROVAL		
	0113232 AMERIFLEX BUSINESS SOLUTIONS 0116600 APPLE VALLEY, CITY OF	524.70 1,294.00

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VENDOR #	NAME	AMOUNT DUE

ECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0200024	BP	33.15
0212750	BLUE CROSS & BLUE SHIELD OF MN	46,073.00
0301530	CANON USA INC	2,253.00
0305530	CENTURYLINK COMMUNICATIONS LLC	259.00
0312104	TONY CLAFTON	1,980.00
0401800	JEFF DAVIES	70.01
0717996	GRAND ITASCA CLINIC	2,294.66
0718015	GRAND RAPIDS CITY PAYROLL	466,984.34
0718070	GRAND RAPIDS STATE BANK	65.00
0809115	HIBBING COMMUNITY COLLEGE A	750.00
0900060	ICTV	40,000.00
0920055	ITASCA COUNTY RECORDER	368.00
1305046	MEDIACOM LLC	11.03
1305065	MEDTOX LABORATORIES INC	73.26
1309098	MINNESOTA DEPT OF ADMN	606.00
1309199	MINNESOTA ENERGY RESOURCES	59.21
1309332	MN STATE RETIREMENT SYSTEM	1,820.00
1309335	MINNESOTA REVENUE	5,577.70
1309375	MINNESOTA UNEMPLOYMENT COMP FD	1,986.69
1405550	NEOPOST USA INC	1,000.00
1405850	NEXTERA COMMUNICATIONS LLC	449.33
1415479	NORTHERN DRUG SCREENING INC	40.00
1516220	OPERATING ENGINEERS LOCAL #49	35,680.00
1609561	PIONEER TELEPHONE	8.26
1621125	PUBLIC UTILITIES COMMISSION	942.66
1621130	P.U.C.	19,431.91
2000490	TDS Metrocom	797.32
2114375	DEPARTMENT OF TREASURY	218.09
2205637	VERIZON WIRELESS	1,805.24
2209665	VISA	6,456.62
2209705	VISIT GRAND RAPIDS INC	22,173.89
T000886	BROOKLYN PARK POLICE DEPT	100.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$662,186.07

TOTAL ALL DEPARTMENTS 1,451,913.14