

# Meeting Agenda Full Detail City Council

Monday, June 27, 2016

5:00 PM

City Hall Council Chambers

5:00 CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the
 PM Grand Rapids City Council will be held on Monday, June 27, 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.

5:01 PUBLIC FORUM

**PM** 

5:06 COUNCIL REPORTS

PΜ

5:10 APPROVAL OF MINUTES

PM

16-0388 Consider approving Council minutes for Monday, June 13, 2016 Worksession &

Regular meetings.

Attachments: June 13, 2016 Worksession

June 13, 2016 Regular Meeting

5:11 CONSENT AGENDA

**PM** 

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.

 16-0386 Consider a resolution accepting a \$200.00 donation from Northland Counseling Center for a Memorial Tree .

Attachments: Northland Counseling Tree Donation

2. <u>16-0387</u> Consider entering into an agreement with Northern Community Radio for use of the KAXE/Rotary tent for summer library programs.

Attachments: Northern Community Radio CO (2)

Rental Agreement GRAlibrary Programs 2016 (1)

3. <u>16-0396</u> Consider approving a Termination of Easement agreement for an electric line, granted

to the City of Grand Rapids in November of 2005 through recorded document number

593837.

**Attachments:** Termination of Easement Agreement

Electric Line Easement from 2005

GR PUC Comments RE: Electric Line Easement

4. 16-0402 Consider Exhibit C and a resolution related to the Safe Routes to School grant on CP

2017-2, 5th St./8th Ave. Improvements.

Attachments: 6-27-16 CP 2017-1 Exhibit C.pdf

6-27-16 Resolution CP 2017-1 Safe Routes Maintenance Agreement.pdf

5. <u>16-0409</u> Consider approving Taxi license for Rapid Taxi.

6. <u>16-0411</u> Closed meeting summary

7. 16-0410 Consider an employment agreement with Scott Johnson for the Chief of Police position.

Attachments: 6-27-16 CHIEF OF POLICE EMPLOYMENT AGREEMENT (2).pdf

### 5:15 SETTING OF REGULAR AGENDA

PM

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

#### **ACKNOWLEDGE BOARDS & COMMISSIONS**

8. <u>16-0412</u> HRA Minutes: April 20, 2016, May 18, 2016

PUC Minutes: May 5 & May 11, 2016 Golf Board Minutes: May 17, 2016

### 5:16 DEPARTMENT HEAD REPORT

PM

9. <u>16-0393</u> IT - Department Head Report

Attachments: IT Department Head Report June 2016.pdf

#### 5:26 CIVIC CENTER, PARKS & RECREATION

PM

10. <u>16-0404</u> Consider approval of a grant agreement and resolution accepting a \$200,000 grant

from the Blandin Foundation to utilized on the construction of a Multi-Use Pavilion at the

IRA Civic Center.

		Attachments:	6-27-16 Resolution Blandin Grant MUP.pdf		
11.	<u>16-0406</u>		excepting a \$150,000 donation from the Grand Rapids Amateur Hockey RAHA) to be utilized in the construction of the Multi-Use Pavilion.  6-27-16 Resolution GRAHA Donation MUP.pdf		
12.	<u>16-0391</u>	Consider purch	nasing a used set of dasherboards from Arena Warehouse.		
		Attachments:	Dasherboard Photos		
			Dasherboard Proposal		
13.	16-0407		posal for architectural design services from Damberg Scott Grezina  W) for the Multi-Use Pavilion located at the IRA Civic Center.		
		Attachments:	6-27-16 DSGW Grand Rapids Pavilion Proposal.pdf		
5:45 PM	COMMUNITY	/ DEVELOPME	NT		
14.	<u>16-0408</u>	Consider adopting a resolution accepting a \$166,000 grant from IRRRB for site development costs associated with the Swan Machine manufacturing facility project and transferring the grant proceeds to GREDA for contracting and project administration, and further to authorize the Mayor and City Administrator's execution of the grant agreement.  Attachments:  Resolution Accepting IRRRB Grant:Swan Machine site development infrastructures IRRRB Grant Agreement-Swan Machine			
5:50 PM	PUBLIC WO	RKS DEPARTI	MENT		
15.	16-0392		ding the installation of a new HVAC system at the Grand Rapids/Itasca Maintenance Building to Northern Air Plumbing & Heating \$12,360.00.  2016 6-27 Quote from Rapids Plumbing & Heating-HVAC  2016 6-27 Quote from Northern Air Plumbing and Heating-HVAC		
5:55 PM	ADMINISTRA	ATION DEPART	TMENT		
16.	16-0390	Meal Reimburs	sement Policy		
17.	16-0394	Consider the a	ppointment of Matthew Wegwerth to the position of City Engineer.		
18.	<u>16-0395</u>		ppointment of Ms. Debra Moebakken to the position of Library Public I at the Grand Rapids Area Library.		
6:10 PM	VERIFIED CI	_AIMS			

19. 16-0403

Consider approving the verified claims for the period June 7, 2016 to June 20, 2016 in the total amount of \$819,341.34, of which \$149,000 are investments.

Attachments: COUNCIL BILL LIST 062716.pdf

### 6:11 ADJOURNMENT

PM

NEXT REGULAR MEETING IS SCHEDULED FOR JULY 11, 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



### Legislation Details (With Text)

File #:

16-0388

Version: 1

Name:

Council minutes

Type:

Agenda Item

Status:

Approval of Minutes

File created:

6/14/2016

In control:

City Council

On agenda:

6/27/2016

Final action:

Title:

Consider approving Council minutes for Monday, June 13, 2016 Worksession & Regular meetings.

Sponsors:

Indexes:

Code sections:

Attachments:

June 13, 2016 Worksession

June 13, 2016 Regular Meeting

Date

Ver. Action By

Action

Result

Consider approving Council minutes for Monday, June 13, 2016 Worksession & Regular meetings.

### **Background Information:**

Council minutes for Monday, June 13, 2016 meetings are attached for review.

### **Requested City Council Action**

Make a motion to approve Council minutes for Monday, June 13, 2016 Worksession & Regular meetings.



# Minutes - Final - Draft City Council Work Session

Monday, June 13, 2016 Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, June 13, 2016 at 4:09 PM in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

Present 5 - Mayor Dale Adams, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Bill Zeige, and Councilor Rick Blake

### Others present:

Tom Pagel, Chad Sterle, Scott Johnson, Marlyn Halvorson, Steve Schaar, Barb Baird, Rob Mattei

#### **Discussion Items**

1. Discussion of the Itasca County Emergency Operations Plan.

Interim Police Chief, Scott Johnson, presents complete Emergency Operations Plan for review. There is a local preparedness group that will meet annually to review the plan to ensure updating as needed. This plan will be available to the public. Recommendation to delegate Chief of Police as Emergency Management Director.

**2.** Review Human Rights proposal for Indigenous People's Day celebrations.

Human Rights Commission representative, Becky LaPlant, notes that the Commission is seeking ways to sustain Indigenous People's Day as an annual remembrance, and directs Council to a proposed three year plan. This plan allows for focusing on different elements of indigenous people each year, i.e. language, art, history, etc. Smaller events would take place throughout the week, as opposed to a full one day community event.

**3.** Review 5:00 PM Regular Meeting

Items 20 and 15 are moved to Consent as items 12a and 12b, respectively.

#### **ADJOURN**

There being no further business, the meeting adjourned at 4:54 PM.

Respectfully submitted: Kimberly Gibeau Kimberly Gibeau, City Clerk

### **CITY OF GRAND RAPIDS**

# Minutes - Final - Draft City Council

Monday, June 13, 2016

5:00 PM

City Hall Council Chambers

5:00 CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the PM Grand Rapids City Council was held on Monday, June 13, 2016 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

**CALL OF ROLL** 

Present 5 - Councilor Dale Christy

Councilor Ed Zabinski Mayor Dale Adams Councilor Bill Zeige Councilor Rick Blake

Others present:

Tom Pagel, Chad Sterle, Dale Anderson, Steve Schaar, Barb Baird, Scott Johnson, Rob Mattei, Lynn DeGrio

**MEETING PROTOCOL POLICY** 

5:01 PUBLIC FORUM

PM

Marlyn Halvorson, Itasca County Deputy, addressed the Council regarding the Emergency Operations Plan being considered for adoption on the Consent agenda.

5:06 COUNCIL REPORTS

PM

None.

5:10 APPROVAL OF MINUTES

PM

Consider approving Council minutes for Monday, May 23, 2016 Regular meeting and Wednesday, June 1, 2016 Special meeting.

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

5:11 CONSENT AGENDA

**PM** 

1.	Adopt the Itasca County Emergency Operations Plan
	Approved plan and appointed Police Chief to serve as Emergency Management Director by consent roll call
2.	Consider entering into a contract with Stauber's Goalcrease.
	Approved by consent roll call
3.	Consider adopting a Resolution and authorize the Grand Rapids City Mayor, Grand Rapids Police Chief and City Administrator to sign the attached Joint Powers Agreement between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension and the City of Grand Rapids, Police Department.
	Adopted Resolution 16-42 by consent roll call
4.	Consider hiring part time employees for Park & Recreation / I.R.A. Civic Center
	Approved by consent roll call
5.	Consider a resolution accepting donations for benches located at the dog park in Veterans Park.
	Adopted Resolution 16-43 by consent roll call
6.	Consider a resolution authorizing the approval of a grant agreement between the MNDOT and the City related to a Safe Routes to School program.
	Adopted Resolution 16-44 by consent roll call
7.	Consider voiding lost Accounts Payable check #127060, issue a new check, and waiving bond requirements for check issued to ICTV in the amount of \$9,138.90.
	Approved by consent roll call
8.	Consider authorizing the Police Department to apply for a 2017 Toward Zero Deaths (TZD) Grant from the Minnesota Department of Public Safety - Office of Traffic Safety.
	Approved by consent roll call
9.	Consider adopting a resolution appointing election judges for the 2016 Primary & General elections.
	Adopted Resolution 16-45 by consent roll call
10.	Consider hiring Evan Peterson as an additional seasonal Golf Course employee.
	Approved by consent roll call
11.	Consider approving a temporary liquor license for MacRostie Art Center, event

scheduled for July 1, 2016.

#### Approved by consent roll call

**12.** Consider approving Brady Swanson as a 2016 Summer Part-Time Maintenance

worker for the Public Works Department.

Approved by consent roll call

**12a**. Consider approving a resolution adopting the 2016-2020 Amended Capital

Improvement Plan.

Adopted Resolution 16-46 by consent roll call

**12b.** Consider entering into a Consignment Agreement with Arena Warehouse for the

sale of our used ice resurfacers.

Approved by consent roll call

#### Approval of the Consent Agenda

A motion was made by Councilor Zabinski, seconded by Councilor Christy, to approve the Consent agenda as amended, additions of items 12a & 12b, moved from Regular agenda items 20 & 15, respectively. The motion carried by the following vote

Aye 5 - Councilor Dale Christy

Councilor Ed Zabinski Mayor Dale Adams Councilor Bill Zeige Councilor Rick Blake

#### 5:13 SETTING OF REGULAR AGENDA

**PM** 

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

### 5:14 ACKNOWLEDGE BOARDS & COMMISSIONS

**PM** 

**13**. Board & Commission minutes for acknowledgement by Council.

GREDA: 1-28-16, 3-10-16, 4-14-16

Golf: 4-19-16 PUC: 4-13-16

#### 5:15 DEPARTMENT HEAD REPORT

**PM** 

14. Civic Center, Parks & Recreation ~ Dale Anderson

Manager Dale Anderson provides semi-annual update on activities, including:

- ~ Plans for covered outdoor pavilion
- ~ Dry floor events
- ~ Civic Center maintenance
- ~ Summer sports camp
- ~ New playgrounds
- ~ New electric zambonis

#### Received and Filed

### 5:25 CIVIC CENTER, PARKS & RECREATION

**PM** 

Item 15 move to consent as 12b.

### 6:00 FINANCE DEPARTMENT

PM

18.

Consider entering into a Public Finance Service agreement between the City of Grand Rapids and Ehlers, Inc. for a period of five years.

Finance Director Barb Baird presents results of request for proposal and recommendation for service agreement moving forward.

A motion was made by Councilor Christy, seconded by Councilor Zeige, to approve agreement with Ehlers, Inc. for Public Finance Services. The motion carried by the following vote.

Aye 5 - Councilor Dale Christy
Councilor Ed Zabinski
Mayor Dale Adams
Councilor Bill Zeige
Councilor Rick Blake

### 6:05 ADMINISTRATION DEPARTMENT

**PM** 

Item 20 moved to Consent as 12a.

**19.** Consider a resolution amending the City Wide fee schedule to include license fees for additional licenses.

A motion was made by Councilor Zeige, seconded by Councilor Christy, to adopt Resolution 16-47, amending the City Wide fee schedule as presented. The motion carried by the following vote.

Aye 4 - Councilor Dale Christy
Mayor Dale Adams
Councilor Bill Zeige
Councilor Rick Blake

Abstain 1 - Councilor Ed Zabinski

21. Consider the appointment of Janell Hecimovich to the position of Administrative Assistant - Police Department.

Human Resources Director, Lynn DeGrio, presented information regarding current open position, interview process and made recommendation for new hire.

A motion was made by Councilor Blake, seconded by Councilor Zeige, to appoint Janelle Hecimovich to the position of Administrative Assistant in the Grand Rapids Police Department, pending satisfactory completion of drug screen and background check. The motion carried by the following vote.

Aye 5 - Councilor Dale Christy
Councilor Ed Zabinski
Mayor Dale Adams
Councilor Bill Zeige
Councilor Rick Blake

### 6:20 VERIFIED CLAIMS

PM 22.

Consider approving the verified claims for the period May 17, 2016 to June 6, 2016 in the total amount of \$468,469.95.

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

Aye 5 - Councilor Dale Christy
Councilor Ed Zabinski
Mayor Dale Adams
Councilor Bill Zeige
Councilor Rick Blake

### 5:30 PUBLIC HEARINGS PM

16.

Conduct a public hearing to consider the vacation of portions of platted Houghton Avenue and Third Street S. right-of-way adjacent to Block 65, Town of Grand Rapids.

Mr. Mattei provides background information regarding requested vacation.

Mayor Adams states that this is the time and place for all those wishing to be heard as it pertains to a request for vacation as submitted. Clerk Gibeau notes that all notices have been given and no correspondence was received by the Clerks office.

A motion was made by Councilor Rick Blake, seconded by Councilor Ed Zabinski, to open the public hearing. The motion PASSED by unanimous vote.

Ryan Sutherland, grandson of applicant, Lola Pohl, speaks on behalf of his family. Mr. Sutherland thanks the Council for their willingness to review this request and respectfully asks for approval of the vacation.

No one else wished to speak, therefore the following motion was made.

A motion was made by Councilor Ed Zabinski, seconded by Councilor Dale Christy, to close the public hearing. The motion PASSED by unanimous vote.

Consider the adoption of a resolution either approving or denying the vacation of certain portions of platted Houghton Avenue and Third Street S. right-of-way adjacent to Block 65, Town of Grand Rapids.

A motion was made by Councilor Zabinski, seconded by Councilor Zeige, to adopt Resolution 16-48, approving vacation of portions of platted Houghton

Avenue & Third Street S., right-of-way adjacent to Block 65, Town of Grand Rapids. The motion carried by the following vote.

Aye 5 - Councilor Dale Christy
Councilor Ed Zabinski
Mayor Dale Adams
Councilor Bill Zeige
Councilor Rick Blake

### 6:30 ADJOURNMENT PM

A motion was made by Councilor Ed Zabinski, seconded by Councilor Rick Blake, to adjourn the meeting at 5:39 PM. The motion PASSED by unanimous vote.

Respectfully submitted:

Kimberly Gibeau Kimberly Gibeau, City Clerk



### Legislation Details (With Text)

File #: 16-0386 Version: 1 Name: Memorial Tree Donation from Northland Counseling

Center

Type: Agenda Item Status: Consent Agenda

File created: 6/13/2016 In control: City Council

On agenda: 6/27/2016 Final action:

Title: Consider a resolution accepting a \$200.00 donation from Northland Counseling Center for a Memorial

Tree .

Sponsors:

Indexes:

Code sections:

Attachments: Northland Counseling Tree Donation

Date Ver. Action By Action Result

Consider a resolution accepting a \$200.00 donation from Northland Counseling Center for a Memorial Tree.

#### **Background Information:**

Northland Counseling Center would like to donate a tree in memory of a co-worker's mother, to be placed near Crystal Lake.

#### **Staff Recommendation:**

Public Works Director Jeff Davies, approves the donation from Northland Counseling Center.

#### **Requested City Council Action**

A motion approving a resolution accepting a \$200.00 donation from Northland Counseling Center for a Memorial Tree.

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

#### **RESOLUTION NO. 16-**

# A RESOLUTION ACCEPTING A \$200.00 DONATION FROM NORTHLAND COUNSELING CENTER EMPLOYEES TO THE CITY OF GRAND RAPIDS FOR A MAPLE TREE TO BE PLACED AT ICE LAKE

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

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

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

• The Northland Counseling Center Employees have donated \$200.00 to the City of Grand Rapids for the purchase of a maple tree to be placed at Ice Lake as a memorial to a co-worker's mother.

Traopita uno 27 un aug or tamo, 2010	
	Dale C. Adams, Mayor
	•
Attest:	
	_
Kimberly Johnson-Gibeau, City Clerk	

Adopted this 27th day of June, 2016

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.



### Legislation Details (With Text)

File #: 16-0387 Version: 1 Name: Tent agreement with Northern Community Radio

Type: Agenda Item Status: Consent Agenda

File created: 6/14/2016 In control: City Council

On agenda: 6/27/2016 Final action:

Title: Consider entering into an agreement with Northern Community Radio for use of the KAXE/Rotary tent

for summer library programs.

Sponsors:

Indexes:

**Code sections:** 

Attachments: Northern Community Radio CO (2)

Rental Agreement GRAlibrary Programs 2016 (1)

Date Ver. Action By Action Result

Consider entering into an agreement with Northern Community Radio for use of the KAXE/Rotary tent for summer library programs.

### **Background Information:**

The Library is using the KAXE/Rotary for the following summer programs:

Thursday, June 16, 10-12: Duke Otherwise
Thursday July 14, 12-2: Jonathan Shields
Thursday, July 28, 12-2 Sam Miltich & Friends

Thursday, August 11, 12-2: Mike Miller

Northern Community Radio has agreed to waive the rental fees and security deposit, and is therefore providing a \$200 in-kind donation. A certificate of liability insurance has been obtained through the League of Minnesota Cities.

#### **Staff Recommendation:**

Approve agreement as requested.

### **Requested City Council Action**

Make a motion to enter into an agreement with Northern Community Radio for use of the KAXE/Rotary tent for summer library programs.



### CERTIFICATE OF LIABILITY INSURANCE

CITYO-9

OP ID: MJ

DATE (MM/DD/YYYY) 06/13/2016

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

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

certificate	e holder in lieu of such endorsement(s).				
PRODUCER	de Describ	CONTACT NAME: Otis Magie Insurance Agency			
Grand Rapids Branch Otis-Magie Insurance Agency 520 NE First Avenue Ste #2 Grand Rapids, MN 55744		PHONE (A/C, No, Ext): 218-301-0364 FAX (A/C, No): 218-301-03			
		E-MAIL ADDRESS: mjdavies@otismagie.com			
Brian Polov		INSURER(S) AFFORDING COVERAGE		NAIC #	
		INSURER A: League of Minnesota Cities			
INSURED	City of Grand Rapids	INSURER B:			
	20 Pokegama Avenue North rand Rapids, MN 55744	INSURER C:			
	Ciana napiao, ilin oci il	INSURER D :			
		INSURER E :			
		INSURER F:			
COVERAG	ES CERTIFICATE NUMBER:	REVISION NU	MBER:		
INDICATE		OF ANY CONTRACT OR OTHER DOCUMENT WIT	H RESPECT TO V	WHICH THIS	
CERTIFICA	ATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORD	DED BY THE POLICIES DESCRIBED HEREIN IS SI	IBJECT TO ALL T	HE TERMS	

EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. ADDL SUBR INSD WVD POLICY EFF (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER LIMITS COMMERCIAL GENERAL LIABILITY X 2,000,000 EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) 01/01/2016 01/01/2017 X | CLAIMS-MADE CMC37422 Included OCCUR \$ **Not Covered** MED EXP (Any one person) \$ Included PERSONAL & ADV INJURY \$ NA GEN'L AGGREGATE LIMIT APPLIES PER: **GENERAL AGGREGATE** \$ PRO-JECT 3,000,000 POLICY LOC PRODUCTS - COMP/OP AGG \$ OTHER \$ COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY 2,000,000 01/01/2016 01/01/2017 X CMC37422 BODILY INJURY (Per person) \$ ANY AUTO ALL OWNED AUTOS **SCHEDULED** BODILY INJURY (Per accident) \$ AUTOS NON-OWNED PROPERTY DAMAGE \$ HIRED AUTOS AUTOS (Per accident) \$ **UMBRELLA LIAB** EACH OCCURRENCE \$ OCCUR **EXCESS LIAB** CLAIMS-MADE AGGREGATE \$ DED **RETENTION \$** WORKERS COMPENSATION PER STATUTE AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE E.L. EACH ACCIDENT OFFICER/MEMBER EXCLUDED?
(Mandatory in NH) E.L. DISEASE - EA EMPLOYEE \$ If yes, describe under
DESCRIPTION OF OPERATIONS below E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedu	le, may be attached if more space is required)
CERTIFICATE HOLDER	CANCELLATION

Northern Community Radio, Inc. 260 NE 2nd St Grand Rapids, MN 55744 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Buan Palarina



### RENTAL AGREEMENT

**BETWEEN** 

### NORTHERN COMMUNITY RADIO

AND

Client: Grand Rapids Area Library		☐ Non-Profit		
Street: 140 NE 2nd Street	City: Grand Rapids	<b>Zip:</b> 55744		
Contact: Darla Kirwin / Amy Detmer / Bonnie Hendrickson	<b>Phone:</b> 218-326-7640			
eMail: manderso@arrowhead.lib.mn.us	Mobile:			
<b>Event:</b> Various - Summer Programs	Date: 06/16/2016 - 08/11/201  Time:	varies p.m.		

#### **Terms and Conditions**

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

The term **Renter** shall refer to the group, organization, business or individual named in the contract, including the person or agent authorized to act on behalf of the Renter to execute the agreement, sign the contracts, and provide required documentation and payments for the rental.

The term **Tent** shall refer to the Rotary Tent and the Amphitheater area as a venue/premises in its entirety. The Tent does not include the Northern Community Radio Station building, its business or personal property, or any equipment of Northern Community Radio, except as otherwise expressly stated in the contract.

In addition to the following Contract, all community groups, organizations, businesses and individuals using the venue are expected to help further our Mission to build community, to respect the ecology and environment of the Mississippi River, and to respect the neighborhood and be safe.

2	Λ		
	aux del		
	THE WAY		

#### Contract

	Postal Face: Current vates are as fallows Day Bate. Barrens at Business 475 00. Bar Bate. Barrens at 85 00.
	Station Members - \$50.00: Multi-day Pate - By Quote Only Pontal Food are cubicet to change without prior notice
-	Security Deposit: A deposit of \$25.00 is required to secure your event reservation. Security Deposits are refundable in the event of cancellation, except if an event is cancelled within less than 30 days of the scheduled event date, Owner will retain the deposit to defray administrative costs. Renter shall provide proof of liability insurance, liquor liability insurance, liquor license, and/or event insurance as needed prior to the event.
Û	Payment: Payment may be made by check or money order payable to Northern Community Radio or by Visa or MasterCard during business hours at the station. Unless otherwise stated in the contract, the payment schedule shall be as follows: Deposit due to secure your reservation; Balance due at least 7 business days prior to the event date. Late Cancellation Fees, if applicable, shall be deducted from any refund proceeds due Renter.
	Access: Owner maintains the right of refusal and/or to grant access to the Tent at its sole discretion. Owner makes no warranty, either express or implied, as to the suitability of the Tent or the outcome of any given event. Owner cannot and does not guarantee the availability of the Tent for a specified date, except as provided upon execution of the contract, acceptance of required deposits, and documentation confirming any required insurance, licenses, or permits.
	Alcoholic Beverages: No sales of alcoholic beverages shall be permitted at any event without prior verification that Renter has obtained the proper state and local licenses, permits and insurance required to do so. Any liability and/or damages related to the service or sales of alcoholic beverages at any event are the sole responsibility of Renter.
	Weather: Renter understands and agrees that the Amphitheater is an outdoor venue subject to weather conditions that are beyond the control of Owner and outside the scope of this contract. Renter further understands and agrees that the Tent is a temporary structure designed to provide limited protection from weather conditions such as sun and rain, and that there may be situations, included but not limited to strong winds and lightning, in which the Tent will not provide protection, and may even be damaged, blown over, or otherwise become unsafe. When severe weather threatens the area where the Tent is located, evacuation of the Tent is recommended to avoid possible injury. Renter understands and agrees that in severe weather events, people must leave the Tent and seek shelter elsewhere, and that Owner shall not be liable for event disruption due to weather conditions.
	<b>Event Size:</b> All events should be size appropriate. Venue capacity varies depending on the type of event and layout of any equipment used. Renter is responsible for ensuring that ticket sales and attendance do not exceed the reasonable capacity of the venue, taking into consideration any tables, chairs, staging or other equipment used for the event. Regardless, attendance should not exceed 200 persons under the Tent and 500 persons in the entire Amphitheater area, exclusive of any other equipment.
	<b>Power:</b> Owner provides power to the Tent area consisting of a portable power cart with receptacles and capacity up to 50 Amps of power and 150 feet of cable to the connecting source. Power supply as stated is included in the rental fee unless otherwise stipulated by Owner. Owner shall not be responsible for loss or damage to power or electronic equipment or injury to persons related to the supply or use of power, portable power cart, and or power or electronic equipment during any event.
	<b>Equipment:</b> Any additional equipment such as tables, chairs, staging, services and decorations are not provided by the Dwner. Renter may obtain such services at their option and expense from Lefty's Tent & Party or another source. Such rentals, payment for goods and services, and any related liability or damages shall be the sole responsibility of Renter.
(	<b>Sound:</b> Owner does not provide sound equipment or support unless expressly agreed in writing. Pricing for any agreed sound services by Owner will be in addition to any rental fees charged. Otherwise, Renter is responsible to obtain sound equipment and/or services at their expense. Renter shall maintain proper noise control at all times during the event in accordance with local ordinance and the provisions of this contract. Responsibility for sound equipment, payment of services, noise control, and any related iability or damages are the responsibility of the Renter.
F	Parking: Northern Community Radio's parking lot is reserved for station staff and volunteers and should be kept open unless otherwise stipulated in the contract. Free Parking is available on the street, in City lots, and after-hours or by arrangement in the Grand Rapids Public Library Parking Lot. Renter is responsible for working with the Library and/or City of Grand Rapids to ensure that event parking does not interfere with normal operations, and compliance with all local parking ordinances. Owner shall not be responsible for parking, parking violations, fees, vehicles, damages or liability on or off the premises in connection with any event.
6	<b>Grounds:</b> Driving of stakes, erecting of structures and/or fixtures requiring soil penetration of greater than 6" (six inches) is not permitted without the consent of Owner. When such activities are approved by Owner, a minimum advance notice of 10 working lays is required to arrange marking of underground utility services prior to the event. Renter shall be responsible for ensuring grounds are maintained and returned in the same good condition as existed prior to event. Renter is responsible for any damages to the Rotary rent and Amphitheater grounds during the rental.
	<b>Sanitation:</b> Renter must provide appropriate numbers of refuse containers and portable toilets for the anticipated number of ersons attending the event. Responsibility for securing proper sanitation equipment, disposal of refuse and recycling, payment of fees, nd any liability for damages resulting from improper sanitation are the responsibility of the Renter.

the peace of lo				t does not interfere with Station access, egress or broadcast, or disturb
security are the	cal residents or busines	ling those ser	ent security	personnel are required to protect persons or property during an event, r expense. Responsibility for any liability or damages related to event
F				
other local auti	horities as needed prio	r to any publ	c event. Res	ency planning. Renter shall notify Meds-1 Ambulance Service and any sponsibility for event emergency services, equipment, personnel, fees, emergency are the responsibility of the Renter.
Com	nliance: Penter is res	oncible for co	malianas wit	hall applicable federal state county and situation and audicenses that
may be applica	ble to the proposed ev	ent, including	but not limit	h all applicable federal, state, county and city laws and ordinances that ed to permits and licenses, insurance, hours of operation, noise levels, late compliances are met are the sole responsibility of the Renter.
payment for su	ch insurance, liability a	nd damages r	elated to suc	e, liability insurance, and/or food/alcoholic beverage service insurance, h event shall be the sole responsibility of the "Renter"/Executor. Proof are the event reservation.
off the premise property. Any a	es, in connection with	the proposed erty damage o	event, the personal in	nall not be liable for any damage to persons or property, either on or rental of the venue premises, contract services, or any other rental jury, to Owner or others, shall be the sole responsibility of the Renter.
Non- it may have, or	<b>Waiver:</b> By entering in that may arise in conne	nto this agree ection with thi	ment, Owner agreement,	does not waive, and expressly reserves all of the rights and defenses or at law.
Seve	rability: If any part of	f this agreeme	ent is amend	ed, agreed by both parties to not apply, or deemed invalid by prope
authority, it is a	greed by both parties	that the rema	nder of the	contract shall remain in full force and effect without prejudice to eithe
party.				
<b>Northern Cor</b>	mmunity Radio, In	c. (Owner)	a non-prof	it Minnesota Corporation, and "Renter"
				agree to a rental period beginning: 10:00 a.m.
	Client / Executor Name	1		
Thursday	June		2016	
Thursday	Julie	16	71176	
			2010	and ending no later than: 3:00 p.m.
Thursday	August	11	2016	and ending no later than: 3:00 p.m. on
	August  I include the following:	11	, ———	and ending no later than: 3:00 p.m. on on on or None
Said rental shall Thursday June Thursday July Thursday July	I include the following: e 16, 10am-12pm: Du 14, 12pm-2pm: Jona 28, 12pm-2pm: Sam	uke athan Shields Miltich & Fr	2016	· ·
Said rental shall Thursday June Thursday July Thursday July	I include the following: e 16, 10am-12pm: Du 14, 12pm-2pm: Jona	uke athan Shields Miltich & Fr	2016	- or - None
Said rental shall Thursday July Thursday July Thursday Aug Owner/Renter of	I include the following: e 16, 10am-12pm: Du 14, 12pm-2pm: Jona 28, 12pm-2pm: Sam ust 11, 12pm-2pm: Nagree to the terms an	uke athan Shields Miltich & Fr like Miller and conditions	2016  ends  stated here	- or - None  \$ 200.00 IN-KIND DOMATION  ein and am legally able to enter into the agreement and/or duly
Said rental shall Thursday July Thursday July Thursday Augu Owner/Renter of authorized on b	I include the following: e 16, 10am-12pm: Du 14, 12pm-2pm: Jona 28, 12pm-2pm: Sam ust 11, 12pm-2pm: Magree to the terms and the terms are the terms of the terms are the terms of the terms are the te	uke athan Shields Miltich & Fr like Miller and conditions or to do so. In	2016  ends  stated here consideration	ein and am legally able to enter into the agreement and/or duly on of the agreed sum paid according to the contract terms, Owner
Said rental shall Thursday July Thursday July Thursday Augi Owner/Renter of authorized on b agrees to rent the	I include the following: e 16, 10am-12pm: Du 14, 12pm-2pm: Jona 28, 12pm-2pm: Sam ust 11, 12pm-2pm: Magree to the terms are wehalf of Owner/Rente the Rotary Tent/Amphi	uke athan Shields Miltich & Fr like Miller and conditions or to do so. In	2016 cends stated here considerationter for the	ein and am legally able to enter into the agreement and/or duly on of the agreed sum paid according to the contract terms, Owner specified period of time. Renter agrees to comply with all terms and
Said rental shall Thursday June Thursday July Thursday Augi Owner/Renter of authorized on b agrees to rent th conditions state	I include the following: 10 16, 10am-12pm: Du 14, 12pm-2pm: Jona 28, 12pm-2pm: Sam ust 11, 12pm-2pm: N agree to the terms an alehalf of Owner/Rente the Rotary Tent/Amphi and in the contract and	uke athan Shields Miltich & Fr like Miller and conditions or to do so. In theater to Re to use and r	2016  ends  stated here consideration ter for the seturn proper	ein and am legally able to enter into the agreement and/or duly on of the agreed sum paid according to the contract terms, Owner specified period of time. Renter agrees to comply with all terms and rty to Owner in the same good condition as it was delivered. The
Said rental shall Thursday June Thursday July Thursday Augu Thursday Augu Owner/Renter of authorized on b agrees to rent the conditions state parties further of	I include the following:  10. 10 am-12pm: Du 14, 12pm-2pm: Jona 28, 12pm-2pm: Sam ust 11, 12pm-2pm: N agree to the terms an aehalf of Owner/Rente the Rotary Tent/Amphi ad in the contract and affirm that nothing in	uke athan Shields Miltich & Frilike Miller and conditions or to do so. In theater to Re to use and r	2016  ends  stated here consideration ter for the seturn proper	ein and am legally able to enter into the agreement and/or duly on of the agreed sum paid according to the contract terms, Owner specified period of time. Renter agrees to comply with all terms and
Said rental shall Thursday June Thursday July Thursday Augu Thursday Augu Owner/Renter of authorized on b agrees to rent the conditions state parties further of	I include the following: 10 16, 10am-12pm: Du 14, 12pm-2pm: Jona 28, 12pm-2pm: Sam ust 11, 12pm-2pm: N agree to the terms an alehalf of Owner/Rente the Rotary Tent/Amphi and in the contract and	uke athan Shields Miltich & Frilike Miller and conditions or to do so. In theater to Re to use and r	2016  ends  stated here consideration ter for the seturn proper	ein and am legally able to enter into the agreement and/or duly on of the agreed sum paid according to the contract terms, Owner specified period of time. Renter agrees to comply with all terms and rty to Owner in the same good condition as it was delivered. The
Said rental shall Thursday June Thursday July Thursday Augu Thursday Augu Owner/Renter of authorized on b agrees to rent the conditions state parties further of	I include the following:  10. 10 am-12pm: Du 14, 12pm-2pm: Jona 28, 12pm-2pm: Sam ust 11, 12pm-2pm: N agree to the terms an aehalf of Owner/Rente the Rotary Tent/Amphi ad in the contract and affirm that nothing in	uke athan Shields Miltich & Frilike Miller and conditions or to do so. In theater to Re to use and r	2016  ends  stated here consideration ter for the seturn proper	ein and am legally able to enter into the agreement and/or duly on of the agreed sum paid according to the contract terms, Owner specified period of time. Renter agrees to comply with all terms and rty to Owner in the same good condition as it was delivered. The
Said rental shall Thursday June Thursday July Thursday Augu Thursday Augu Owner/Renter of authorized on b agrees to rent the conditions state parties further of	I include the following:  1 10 10 10 10 10 10 10 10 10 10 10 10 10	uke athan Shields Miltich & Frilike Miller and conditions or to do so. In theater to Re to use and r	2016  ends  stated here consideration ter for the seturn proper	ein and am legally able to enter into the agreement and/or duly on of the agreed sum paid according to the contract terms, Owner specified period of time. Renter agrees to comply with all terms and rty to Owner in the same good condition as it was delivered. The
Said rental shall Thursday July Thursday July Thursday Augu Owner/Renter of authorized on b agrees to rent th conditions state parties further of any way on the	I include the following:  1 10 10 10 10 10 10 10 10 10 10 10 10 10	uke athan Shields Miltich & Frilike Miller and conditions or to do so. In theater to Re to use and r	2016  ends  stated here consideration ter for the seturn proper	- or - None  **Doration**  Part of - None  **Doration**  **Ein and am legally able to enter into the agreement and/or duly on of the agreed sum paid according to the contract terms, Owner specified period of time. Renter agrees to comply with all terms and rety to Owner in the same good condition as it was delivered. The fifthe actions, benefits and obligations relating to it, discriminate in
Said rental shall Thursday July Thursday July Thursday Augu Owner/Renter of authorized on b agrees to rent th conditions state parties further of any way on the	I include the following:  10. 10. 10. 10. 10. 10. 10. 10. 10. 10.	uke athan Shields Miltich & Frilike Miller and conditions or to do so. In theater to Re to use and r	2016  ends  stated here consideration ter for the seturn proper	- or - None  **Doration**  Part of - None  **Doration**  **Ein and am legally able to enter into the agreement and/or duly on of the agreed sum paid according to the contract terms, Owner specified period of time. Renter agrees to comply with all terms and rety to Owner in the same good condition as it was delivered. The fifthe actions, benefits and obligations relating to it, discriminate in



### Legislation Details (With Text)

File #: 16-0396 Version: 1 Name: Consider approving a Termination of Easement

agreement for an electric line, granted to the City of

Grand Rapids in November of 2005 through

recorded document number 593837.

Type: Agenda Item Status: Consent Agenda

File created: 6/22/2016 In control: City Council

On agenda: 6/27/2016 Final action:

Title: Consider approving a Termination of Easement agreement for an electric line, granted to the City of

Grand Rapids in November of 2005 through recorded document number 593837.

Sponsors:

Indexes:
Code sections:

Attachments: Termination of Easement Agreement

Electric Line Easement from 2005

GR PUC Comments RE: Electric Line Easement

Date Ver. Action By Action Result

Consider approving a Termination of Easement agreement for an electric line, granted to the City of Grand Rapids in November of 2005 through recorded document number 593837.

### **Background Information:**

Oppidan, Incorporated, the developer and subdivider of Thunderhawk Addition (former UBC/ProBuild site), has requested the City's approval of a "Termination of Easement" agreement of an electric line (since removed) that had serviced the former UBC/ProBuild building.

The subject electric line easement was granted to the City in November of 2005, by Lanoga Corporation (UBC) through recorded document number 593837 (see attached), for the purpose of installing and maintaining an electric line (and related infrastructure) which serviced the former UBC/ProBuild building. With the platting of the subject property, demolition of the former commercial building, and subsequent redevelopment of the property, the Electric Line easement is no longer needed.

The subject easement appears to have a "sunset" clause within the last paragraph of the document: "The Easement hereby created and granted shall continue for as long as the said described premises shall be used for the purposes herein provided." Oppidan, Incorporated had interpreted this paragraph as; as the easement is no longer being used for the purposes set forth therein and it is thus terminated. The execution of the Termination of Easement agreement, would be confirmation by the City, that the easement has been terminated.

Staff has consulted with City Attorney Sterle, and the Grand Rapids Public Utilities Commission, regarding this request, and both support the action. The GRPUC did note, that easements, in addition to the newly platted easements with in Thunderhawk Addition, would be required to be granted for electrical infrastructure servicing the new customers on the property, but that PUC staff was working with the developers and site managers regarding this matter already.

#### **Requested City Council Action**

Make a motion approving a Termination of Easement agreement for an electric line, granted to the City of Grand Rapids in November of 2005 through recorded document number 593837, and authorize the Mayor and City Clerk to sign the

E:1-	4	40 0000	11
FIIE	#:	16-0396	Version: 1

agreement.

#### TERMINATION OF EASEMENT

THIS TERMINATION OF EASEMENT (this "Termination") is given this \_\_\_\_\_ day of June, 2016 ("Effective Date"), by the City of Grand Rapids, a Minnesota municipal corporation (the "City").

#### **RECITALS**

WHEREAS, the City is the grantee under that certain Easement for Electric Line dated November 18, 2005, filed December 19, 2005, as Document No. 593837 (the "Easement") concerning certain real property in Itasca County, Minnesota, legally described in EXHIBIT A attached hereto (the "Property");

WHEREAS, the Easement provides that the Easement shall continue for so long as the Property is used for the purposes set forth in the Easement;

WHEREAS, the Property is no longer being used for the purposes set forth in the Easement; and

WHEREAS, the City desires to terminate the Easement pursuant to the terms of this Termination.

1. <u>Termination</u>. The City hereby terminates the Easement, effective as of the Effective Date.

[Remainder of page left blank. Signature page to follow.]

IN WITNESS WHEREOF, the City has executed this Termination as of the Effective Date.

CITY	OF GRAND RAPIDS					
By: Its:	Mayor	_		By: Its:	City Clerk	_
STAT	E OF MINNESOTA	)				
COU	NTY OF ITASCA	)	SS.			
respec	, as	Mayor,	and		ne this day of June, , as Cit unicipal corporation, for and	ty Clerk,
This d	locument drafted by:		Notar	y Public	<u> </u>	
400 W	lan, Incorporated (DAS) Vater Street, Suite 200 sior, MN 55331					

### EXHIBIT A TO TERMINATION OF EASEMENT

### Legal Description of the Property

The West 837.38 feet of the South 315 feet of the Southeast Quarter of the Northwest Quarter, Section 28, Township 55 North, Range 25 West of the Fourth Principal Meridian, Itasca County, Minnesota.

AØØØ593A37

OFFICE OF THE COUNTY RECORDER ITASCA COUNTY, MINNESOTA

CERTIFIED, FILED, AND RECORDED ON 12/19/2005 12:15:00PM

PAGES 1 REC FEES \$46.00

JEAN BENGSTON WINTER
ITASCA COUNTY RECORDER

Dep

#### EASEMENT FOR ELECTRIC LINE

THIS INDENTURE. made this  $\frac{18\,\mathrm{th}}{2}$  day of November , 2005, by and between Landaa Corporation (UBC). City of Winona, County of Winona, State of Minnesota, parties of the first part, and the City of Grand Rapids, a municipal corporation. County of Itasca, State of Minnesota, party of the second part.

#### WITNESSETH

That the parties of the first part, being the owners of the premises hereinafter described, for and in consideration of the sum of one dollar and other valuable consideration, to them in hand paid, the receipt whereof is hereby acknowledged, do hereby grant, convey and warrant unto the said party of the second part, its successors and assigns a right-of-way and easement <u>sixteen feet (1.6")</u> in width: for electric power-line purposes over, under and across that portion of the following described parcel: THE WEST 837.38 FEET OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SECTION 28. TOWNSHIP 55 NORTH, RANGE 25 WEST OF THE FOURTH PRINCIPAL MERIDIAN, ITASCA COUNTY, MINNESOTA, on file and of record at Itasca County Recorders Office. Said easement being eight feet (8") each side of a center line described as follows:

From the southwest corner of SE ¼ of NW ¼, Section 28, T55N, R25W; thence northerly and along the west line of said SE-NW a distance of 315 teet; thence easterly and parallel to the south line of said SE-NW a distance of 238 feet to the point of beginning af said centerline to be described; thence southerly and parallel to the west line of said SE-NW a distance of 102 feet; thence easterly and parallel to the south line of said SE-NW a distance of 25 feet and said center line there terminating.

Together with the right of the party of the second part, its servants, agents and employees, to enter upon said premises for the purpose of constructing, digging, repairing and patrolling said electric line and to enter upon for the purpose of installing and maintaining necessary poles, wires, pad mounted transformers, pedestals, and other necessary parts of said electric light and power line, and for doing all things necessary and expedient for the proper control, maintenance and operation of said electric light and power line, together with the right to extend to any other company the right to use, jointly with grantee, said easement for other utilities, pursuant to the provisions hereof.

The right is hereby expressly reserved to the first parties to every use and enjoyment of said lands not inconsistent with the maintenance and operation and repair of said electric light and power line.

The Easement hereby created and granted shall continue for so long as said described premises shall be used for the purposes herein provided.

IN WITNESS WHEREOF, The parties of the first part hereunto set their hands and seals the day and year first above written.

Langes Corporation

A Mullion

Dala Kukowski, Vice President

STATE OF MINNESOTA )

**COUNTY OF WINONA** 

) ss.

On this 18th day of November, 2005, before me a Notary Public within and for said County, personally appeared Pale Kukowski, to me known to be the persons described in, and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

STEVEN EDWARD BADCIONG
NOTARY PUBLIC - MINNESOTA
My commission expires 1-31-2010

Notary Public Winoria County Minnesota My Commission expires,

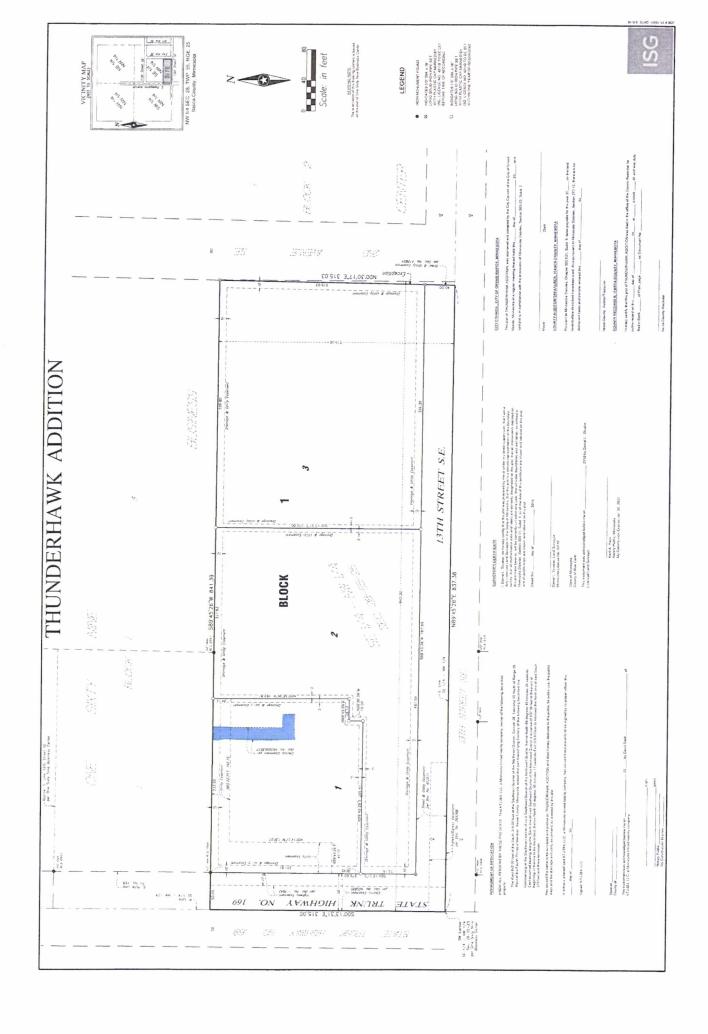
(Notaries Seal)

Easement for Electric Line

いたのかないないままま

Grand Rupids MN 55744

air



#### **Eric Trast**

From: Anthony Ward <atward@grpuc.org>
Sent: Thursday, June 16, 2016 2:28 PM

To: Eric Trast

Cc: Chad Sterle; Tom Pagel; Rob Mattei; Jeremy Goodell; Julie Kennedy

**Subject:** RE: Thunderhawk Addition

Eric,

Jeremy Goodell and I have reviewed the need for the easement described in your email and associated attachments. Removal of the UBC Building and redevelopment of the property renders the easement of no value to the GRPUC and we have no objection to the City of Grand Rapids abandoning the easement.

Please note that GRPUC will need to obtain easements from the property owners to serve both new developments. Jeremy informed that he is meeting with the site foreman next Tuesday to discuss how the primary and secondary electric distribution system will be designed to serve both customers as well as provide reliability through construction of a looped system.

Please let me know if you have any other questions or need additional information.

Anthony T. Ward I General Manager
Grand Rapids Public Utilities Commission
P. O. Box 658 I 500 SE 4th St. I Grand Rapids, MN 55744
218-326-7188 direct I 218-349-0658 cell I 218-326-7698 fax
www.grpuc.org I GRPUC - Service Is Our Nature

### Important Notice - Confidential Material- Private Communication

The information contained in or attached to this e-mail may be confidential information subject to protection by law or terms of applicable confidentiality agreements, and is intended only for the use of the individual or entity named above. If the reader of this message is not the intended recipient, or the employee or agent responsible to deliver it to the intended recipient, you are hereby notified that any dissemination, distribution, or copying of this communication is strictly prohibited. If you are not the addressee indicated in this message (or responsible for delivery of the message to such person), you should destroy this message, any attachments and notify the sender by reply email.

From: Eric Trast [mailto:ETrast@ci.grand-rapids.mn.us]

**Sent:** Wednesday, June 15, 2016 9:20 AM **To:** Anthony Ward <a href="mailto:atward@grpuc.org">atward@grpuc.org</a>

Cc: Chad Sterle <csterle@sterlelaw.com>; Tom Pagel <tpagel@ci.grand-rapids.mn.us>; Rob Mattei <rmattei@ci.grand-

rapids.mn.us>

Subject: FW: Thunderhawk Addition

Hi Tony-

Please see below request (and attachments) pertaining to the former UBC/ProBuild property, recently platted as Thunderhawk Addition... Generally, to vacate easements, as we did in January of this year with the Fire Lane/Utility Easement on the east 2/3 of this property, we have staff review, Planning Commission consideration and recommendation, then City Council public hearing/action...

The above request caught he off guard, as it is not a typical vacation request, and 2<sup>nd</sup>, why was the request incorporated into the vacation request in January? Mr. Scott pointed out the last paragraph in the easement which talks about the easement "continuing for as long as the said described premises shall be used for the purposes herein provided". I believe the "termination of easement agreement" is (their hope) confirmation that the easement has expired, due to it not being needed to service the previous use of the property, and thus, not needing to go through the typical vacation process.

Chad Sterle wanted me to start with the PUC and get your interpretation on this request. Not sure if the GR PUC drafted the document, or the former property owner did...and if this is common practice to have an expiration date on an easement?

Give me (or Rob) a call, when you have had a chance to take a look at the documents.

Thank you,

Eric

#### **Eric Trast**

Community Development Specialist City of Grand Rapids 420 North Pokegama Avenue Grand Rapids, MN 55744-2662

**Office:** 218-326-7650 **Fax:** 218-326-7621

From: Dave Scott [mailto:dave@Oppidan.com]
Sent: Wednesday, June 08, 2016 2:25 PM

**To:** Eric Trast

**Subject:** RE: Thunderhawk Addition

Eric, there is an old electric easement, granted to the City, that serviced the building that is now demolished. I have attached a copy of the easement and the plat that shows its location (it leads to nowhere now). I have also attached a termination of that easement. Can you have this signed by the City?

Thanks, Dave

David Scott
Oppidan, Incorporated
400 Water Street, Suite 200
Excelsior, MN 55331
(952) 294-1255 (direct)
(952) 294-0353 (main)
(952) 294-0151 (fax)
dave@oppidan.com



elete this message, including any attachme	ents	5.
--	------	----

**NOTICE**: The information contained in this email and any document attached hereto is intended only for the named recipient(s). If you are not the intended recipient, nor the employee or agent responsible for delivering this message in confidence to the intended recipient(s), you are hereby notified that you have received this transmittal in error, and any review, dissemination, distribution or copying of this transmittal or its attachments is strictly prohibited. If you have received this transmittal and/or attachments in error, please notify me immediately by reply e-mail and then delete this message, including any attachments.



### Legislation Details (With Text)

File #: 16-0402

Name:

CP 2017-1 Safe Routes Grant Items

Type:

Agenda Item

Status:

Consent Agenda

File created:

6/23/2016

In control:

City Council

On agenda:

6/27/2016

Final action:

Title:

Consider Exhibit C and a resolution related to the Safe Routes to School grant on CP 2017-2, 5th

St./8th Ave. Improvements.

Version: 1

Sponsors:

Indexes:

Code sections: Attachments:

6-27-16 CP 2017-1 Exhibit C.pdf

6-27-16 Resolution CP 2017-1 Safe Routes Maintenance Agreement.pdf

Date Ver. Action By Action Result

Consider Exhibit C and a resolution related to the Safe Routes to School grant on CP 2017-2, 5th St./8th Ave. Improvements.

### **Background Information:**

A the June 13, 2016, regular council meeting, the council approved a Safe Routes to School grant agreement with the State. Two resolutions that are attachments to the agreement were omitted. Exhibit C is a document that certifies that the improvements being funded by Safe Routes to School are located on property under control of the City, which they are. The resolution commits the City to maintaining the improvements for at least ten years, which we will.

### **Staff Recommendation:**

City staff is recommending the approval of Exhibit C and a resolution related to the Safe Routes to School grant on CP 2017-2, 5th St./8th Ave. Improvements.

#### **Requested City Council Action**

A motion approving Exhibit C and a resolution related to the Safe Routes to School grant on CP 2017-2, 5th St./8th Ave. Improvements.

MnDOT Agreement No. <u>1025822</u> State Aid Project No. <u>129-591-004</u>

### **EXHIBIT C**

### GENERAL FUND FINANCED PROPERTY CERTIFICATION (Complete only one Certification for all projects) SAP 129 - 591 - 004

State of Minnesota General Fund Financed Property

property, located in the County of Itasca, Sta Attachment I attached hereto and all facilit as owner of such fee title, lease or easement Restricted Property is subject to those provis contained in the General Fund Grant Agree School Program dated  Department of Transportation. The Restrict requirements, restrictions, and encumbrance	mple title, a lease, or an easement interest in the real ate of Minnesota that is generally described in ies situated thereon (the "Restricted Property") and does hereby declare that such interest in the sions, requirements, restrictions, and encumbrances ment Construction Grant for the _Safe Routes to, between the undersigned and the ed Property shall remain subject to such provisions, as until it is released therefrom by a written release in er of Transportation and such written release is the Restricted Property.
Date:, 20	
	The City of Grand Rapids, a politica subdivision of the State of Minnesota
	By:
	Name:
	By:
	Name: Title: Clerk

	Councilor introduced the following resolution and moved for its adoption:							
RESOLUTION NO. 16								
Exhibit F Grantee Resolution to Maintain Facility (Safe Routes to School Program) Grant Terms and Conditions SAP 129-591-004 June 27, 2016								
	WHEREAS, The Safe Routes to School Program was established in Minn. Stat.§174.40 to provide assistance in capital investments for safe and appealing non-motorized transportation to and from a school with a useful life of at least ten years: and							
	WHEREAS, The Minnesota Department of Transportation (MnDOT) has determined that for projects implemented with SRTS funds, operation and maintenance requirements for its useful life should be applied to the project sponsor, and							
	WHEREAS, The City of Grand Rapids is the project sponsor for the Safe Routes to School project within the City of Grand Rapids.							
	THEREFORE BE IT RESOLVED, that the Project Sponsor hereby agrees to assume full responsibility for the design, construction, operation and maintenance of property and facilities related to the aforementioned Safe Routes to School project.							
	BE IT FURTHER RESOLVED THAT the Sponsoring Agency has received assurance that the Agency receiving the facility will retain responsibility for maintenance. Failure to adequately maintain the facility will result in the Recipient Agency being ineligible for future funding unde this or similar federal or state funded programs.							
te	ed this 27th day of June, 2016							

Adopted this 27th day of June , 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.



### Legislation Details (With Text)

File #:

16-0409

Version: 1

Name:

Taxi Cab application

Type:

Agenda Item

Status:

Consent Agenda

File created:

6/23/2016

In control:

City Council

On agenda:

6/27/2016

Final action:

Title:

Consider approving Taxi license for Rapid Taxi.

Sponsors:

Indexes:

Code sections:

Attachments:

Date

Ver. Action By

Action

Result

Consider approving Taxi license for Rapid Taxi.

### **Background Information:**

Carl Byers has submitted an application for a Taxicab License for service within the City of Grand Rapids. Taxi insurance, payment of fees and vehicle inspections will be completed following Council approval.

### **Staff Recommendation:**

Approve license with contingencies

### **Requested City Council Action**

Make a motion to approve Taxi Cab license for Carl Byers, dba Rapid Taxi, contingent upon receipt of fees, proof of appropriate liability insurance and satisfactory vehicle inspections.



### Legislation Details (With Text)

File #:

16-0411

Version: 1

Name:

Type:

Agenda Item

Status:

Consent Agenda

File created:

6/23/2016

In control:

City Council

On agenda:

6/27/2016

Final action:

Title:

Closed meeting summary

Sponsors:

Indexes:

Code sections:

Attachments:

Date

Ver. Action By

Action

Result

Closed meeting summary

### **Background Information:**

Council met on Monday, June 13, 2016 in closed session to discuss proposed employment contract with Scott Johnson, Interim Police Chief. Council directed staff to move forward with contract negotiations and bring proposed contract to Council for consideration on June 27, 2016 at regular meeting.

### **Requested City Council Action**

Acknowledge closed meeting summary.



### Legislation Details (With Text)

File #:

16-0410

Version: 1 Name:

Chi

Chief of Police Employment Agreement

Type:

Agenda Item

Status:

Consent Agenda

File created:

6/23/2016

In control:

City Council

On agenda:

6/27/2016

Final action:

Title:

Consider an employment agreement with Scott Johnson for the Chief of Police position.

Sponsors:

Indexes:

Code sections:

Attachments:

6-27-16 CHIEF OF POLICE EMPLOYMENT AGREEMENT (2).pdf

Date

Ver. Action By

Action

Result

Consider an employment agreement with Scott Johnson for the Chief of Police position.

### **Background Information:**

Attached is an employment agreement between the City and Scott Johnson for the Chief of Police position.

### **Staff Recommendation:**

City staff is recommending the employment agreement between the City and Scott Johnson for the Chief of Police position.

### **Requested City Council Action**

A motion approving the employment agreement between the City and Scott Johnson for the Chief of Police position.

#### CHIEF OF POLICE EMPLOYMENT AGREEMENT

<b>THIS</b>	<b>CHIEF</b>	<b>OF</b>	<b>POLICE</b>	<b>EMPLOYMENT</b>	AGREEMENT,	entered	into	this	day	of
	, 20	16 b	y and between	een the CITY OF G	GRAND RAPIDS,	a Minne	sota n	nunicipal	corporati	on
("City"	") and SC	<b>OTT</b>	A. JOHN	SON, ("Chief of Po	lice").					

#### **RECITALS**

WHEREAS, City wishes to retain the services of a Chief of Police to perform the general duties as described in the job description on file in the Human Resources Office; and

**WHEREAS**, the Chief of Police has indicated that he is qualified and willing to accept and perform the job responsibilities as Chief of Police subject to the terms of this Chief of Police Employment Agreement.

**NOW, THEREFORE,** for good and valuable mutual consideration, and with the intent of being legally bound, City and Chief of Police agree as follows:

- 1. **EMPLOYMENT.** Upon the terms and conditions set forth in this Chief of Police Employment Agreement, City hereby contracts with the Chief of Police, to perform the duties of Chief of Police.
- 2. **TERM OF EMPLOYMENT AGREEMENT**. The term of the Employment Agreement shall be from the executed date of this Agreement until either party chooses to terminate this agreement as provided for in Paragraph 7.
- 3. <u>DUTIES</u>. For purposes of this agreement, it is understood and agreed between the parties that the Chief of Police shall provide oversight and management of the Police Department in accordance with the job description of Chief of Police on file in the Human Resources Office.
- 4. <u>COMPENSATION/BENEFITS</u>. In consideration of his performance of the duties required of him by this Employment Agreement, the Chief of Police will be compensated at the rate of \$96,791.72 annually, over 26 pay periods. Annual increases in compensation shall be in accordance with City policy. The Chief of Police' compensation shall be subject to federal and state income tax withholding deductions, FICA and Medicare deduction. The position of Chief of Police is an exempt position under the Fair Labor Standards Act (FLSA) and shall not be eligible for cash overtime or compensatory time in lieu of overtime. The Chief of Police shall not accrue Flexible Time Off (FTO), rather the City Administrator shall approve requested leaves on a case by case basis.

In addition, the City shall directly pay the City of Apple Valley, Minnesota, Health Insurance Premiums (HIP) during the period of employment with the City of Grand Rapids. The City shall also contribute the maximum allowed by the IRS to a Health Savings Account on an annual basis for the life of this agreement.

5. **EMPLOYMENT-AT-WILL/TERMINATION**. City and the Chief of Police acknowledge and agree that the position of Chief of Police is an employee-at-will position of a temporary nature. Neither the Chief of Police nor City is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time, with or without cause. Neither party shall be entitled to any type of hearing to appeal or challenge the determination of the other party to terminate the employment relationship.

City shall be required to give the Chief of Police not less than ninety (90) days advance notice of termination of employment. The Chief of Police shall provide to City ninety (90) days advance written notice of his intent to voluntarily terminate his employment with City, unless City agrees to a lesser amount of notice time.

6. <u>INDEMNIFICATION</u>. Employer shall defend and indemnify Employee pursuant to Minn. Stat. § 466.07 and § 465.76. In addition, Employer shall defend, hold harmless, and indemnify Employee from all torts; civil damages, penalties, and fines; violation of statutes, laws, rules, and ordinances, provided the Employee was acting in the performance of the duties of the position.

#### 7. **GENERAL PROVISIONS:**

a. **Notices.** All notices, requests and demands given to or made pursuant to the Employment Agreement shall be in writing and personally delivered or mailed, postage prepaid, as follows:

To City: Honorable Mayor and City Council

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

To the Chief of Police: Mr. Scott A. Johnson

36538 Cedar Road Cohasset, MN 55721

- b. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties. This Agreement can only be modified by written agreement of both parties. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. If the parties disagree upon the interpretation of this Agreement, and cannot resolve their differences in good faith, the parties agree to request non-binding mediation from the Minnesota Bureau of Mediation Services. Each party will be responsible for its own attorneys' fees, and the parties will split equally any other mediation fees.
- c. **Legality.** The parties covenant and agree that the provisions contained herein are reasonable and are not known or believed to be in violation of any federal or state law or regulation. In the event a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify such provision to make it valid and enforceable. Such modification shall not affect the remainder of this Agreement which shall continue at all times to be valid and enforceable. No payment may be made under this Agreement in excess of the maximum amount permitted by applicable law.

**IN WITNESS WHEREOF,** the parties hereto have caused this Chief of Police Employment Agreement to be executed the day and year first above written.

CITY OF GRAND RAPIDS	
BY:	
Mayor	
AND:	
City Clerk	
CHIEF OF POLICE	
Scott A. Johnson	





#### **Legislative Master**

File Number: 16-0401

File ID: 16-0401 Type: Agenda Item Status: Consent Agenda

Version: 1 Reference: In Control: Library

File Created: 06/22/2016

File Name: Arts and Culture Riverfront Venue Feasibility Study Final Action:

Title: Consider a motion to allow the Arts and Culture Commission to pursue funding for a

Riverfront Venue Feasibility Study.

Notes:

Sponsors: Enactment Date:

Attachments: Enactment Number:

Contact: Hearing Date:

Drafter: Amy Dettmer Effective Date:

#### **History of Legislative File**

Ver-	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return	Result:
sion:						Date:	

#### Text of Legislative File 16-0401

Consider a motion to allow the Arts and Culture Commission to pursue funding for a Riverfront Venue Feasibility Study.

#### **Background Information:**

Earlier in 2016, the Arts and Culture Commission put out a request for proposals for a Riverfront Venue Feasibility Study. Seven firms sent proposals. In May, the Commission interviewed 3 firms: Shelter Architecture, LHB, and Kimley-Horn. The Commission is pursuing working with LHB. The proposal from LHB is \$66,000, but the Commission is working with the firm to negotiate a lower price.

#### **Staff Recommendation:**

City staff is recommending approval to allow the Commission to pursue funding from Blandin Foundation and other sources to work with LHB for a Riverfront Venue Feasibility Study.

#### **Requested City Council Action**

Make a motion to approve pursuing funding for a Riverfront Venue Feasibility Study.





#### **Legislative Master**

File Number: 16-0413

File ID: 16-0413 Type: Agenda Item Status: Draft

Version: 1 Reference: In Control: City Council

File Created: 06/27/2016

File Name: Final Action:

Title: Consider approval of a Letter of Understanding with Blandin Paper Company as well as

the associated proposal from SEH for engineering services related to the demolition of

structures at the former Public Works/Showboat site.

Notes:

Sponsors: Enactment Date:

Attachments: Letter of Understanding Blandin-GR 06162016 Enactment Number:

Contact: Hearing Date:

Drafter: Effective Date:

#### **History of Legislative File**

 Ver Acting Body:
 Date:
 Action:
 Sent To:
 Due Date:
 Return
 Result:

 sion:
 Date:

#### Text of Legislative File 16-0413

Consider approval of a Letter of Understanding with Blandin Paper Company as well as the associated proposal from SEH for engineering services related to the demolition of structures at the former Public Works/Showboat site.

#### **Background Information:**

Staff has been engaged in discussions with Blandin Paper Company regarding a possible exchange of property, whereby the City would receive property owned by Blandin and Blandin would receive property owned by the City, specifically the 10 acre site which formerly was the Public Works garage, Showboat venue and Syndicate Park.

A possible exchange of properties that is equally valued under the requirements of Section 1031 if the IRS Code, which will be considered at a later date, will involve the City delivering a clean site to Blandin with the existing structures removed. In order for the terms of the proposed exchange to be fully established, it will be required that formal bids for the demolition work be secured, so that hard costs are established. RCA

The obtainment of bids will require expenditures by the City for professional services. In the proposal,

attached to the Letter of Understanding, SEH would provide these services in two phases. Phase 1, which involves development of plans, bidding documents and bidding services, carries a lump sum fee of \$7,100. Phase 2, which includes construction services and project administration, carries a lump sum fee of \$3,400 and would only be necessary if both the City and Blandin approve an exchange and the project moves forward.

Under the proposed Letter of Understanding, Blandin agrees to reimburse the City the cost of obtaining bids for the demolition work, which are the expenses for the Phase 1 services in the SEH proposal dated March 4, 2016.

#### **Requested City Council Action**

Consider approval of a Letter of Understanding with Blandin Paper Company as well as the associated proposal from SEH for engineering services related to the demolition of structures at the former Public Works/Showboat site.



#### Legislation Details (With Text)

File #: 16-0412 Version: 1 Name:

Type:MinutesStatus:ApprovedFile created:6/23/2016In control:City Council

On agenda: 6/27/2016 Final action:

Title: HRA Minutes: April 20, 2016, May 18, 2016

PUC Minutes: May 5 & May 11, 2016 Golf Board Minutes: May 17, 2016

Sponsors:

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

HRA Minutes: April 20, 2016, May 18, 2016 PUC Minutes: May 5 & May 11, 2016 Golf Board Minutes: May 17, 2016



#### Legislation Details (With Text)

File #: 16-0393 Version: 1 Name: IT - Department Head Report

Type: Department Head Report Status: Department Head Report

File created: 6/21/2016 In control: City Council

On agenda: 6/27/2016 Final action:

Title: IT - Department Head Report

Sponsors:

Indexes:

Code sections:

Attachments: IT Department Head Report June 2016.pdf

Date Ver. Action By Action Result

IT - Department Head Report

# City of Grand Rapids Information Technology Dep

June 2016
Erik Scott
Lasha Karels



## **Completed Projects**

- Responded to over 400 service tickets (help desk)
- Replaced 15 in-squad laptops and mounts includin cellular cards and AVL functionality
- Virtual server host replacement
- Implemented 2<sup>nd</sup> redundant VDI host server
- Upgraded entire virtual platform and create 2<sup>nd</sup> cluster
- Updated software and configurations on all Library and catalog computers to support ALS changes
- Implemented mobile devices to enable inspectors access Cityworks from the field



# Upcoming/Ongoing Projects

- Email server upgrade/replacement
- Domain controller/file server upgrade/replacement
- Timeclock plus server replacement and software up
- Continuing core network switch replacements
- Continuing implementation of mobile computing ac for Public Works crew access in the field
- Architect solution to provide easier access to police casefile data for attorneys
- Install private fiber optic cable connecting City hall t Itasca County Courthouse
- Electronic document management system server up



## Questions?



#### Legislation Details (With Text)

File #: 16-0404 Version: 1 Name: Blandin Grant for Multi-Use Pavilion

Type: Agenda Item Status: Civic Center, Parks & Recreation

File created: 6/23/2016 In control: City Council

On agenda: 6/27/2016 Final action:

Title: Consider approval of a grant agreement and resolution accepting a \$200,000 grant from the Blandin

Foundation to utilized on the construction of a Multi-Use Pavilion at the IRA Civic Center.

Sponsors:

Indexes:

Code sections:

Attachments: 6-27-16 Resolution Blandin Grant MUP.pdf

Date Ver. Action By Action Result

Consider approval of a grant agreement and resolution accepting a \$200,000 grant from the Blandin Foundation to utilized on the construction of a Multi-Use Pavilion at the IRA Civic Center.

#### **Background Information:**

The City has been awarded a \$200,000 grant from the Blandin Foundation to utilized on the construction of a Multi-Use Pavilion at the IRA Civic Center. In order to access the funds the City must enter into a grant agreement and pass a resolution accepting the grant.

#### **Staff Recommendation:**

City staff is recommending the approval of a grant agreement and resolution accepting a \$200,000 grant from the Blandin Foundation to utilized on the construction of a Multi-Use Pavilion at the IRA Civic Center.

#### **Requested City Council Action**

A motion approving a grant agreement and resolution accepting a \$200,000 grant from the Blandin Foundation to utilized on the construction of a Multi-Use Pavilion at the IRA Civic Center

Councilor introduced the following resolution and moved for its adoption:			
RESOLUTION NO. 16			
A RESOLUTION ACCEPTING A \$200,000.00 GRANT FROM THE BLANDIN FOUNDATION FOR THE MULTI-USE PAVILION LOCATED AT THE IRA CIVIC CENTER			
WHEREAS, Minnesota State Statutes 465.03, states that cities may accept gifts of real or personal property, including money, and use them in accordance with the terms the donor prescribes; and			
WHEREAS, every such acceptance shall be by resolution of the governing body adopted by two-thirds majority of its members,			
NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the listed donation and terms of the donor as follows:			
• The Blandin Foundation has granted \$200,000 to be utilized in the construction of the Multi-Use Pavilion located at the IRA Civic Center.			
Adopted this 27 <sup>th</sup> day of June, 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.			



#### Legislation Details (With Text)

File #: 16-0406

Name:

Multi-Use Pavilion GRAHA Donation

Type:

Agenda Item

Status:

Civic Center, Parks & Recreation

File created:

6/23/2016

In control:

City Council

On agenda:

6/27/2016

Final action:

Title:

A resolution accepting a \$150,000 donation from the Grand Rapids Amateur Hockey Association

(GRAHA) to be utilized in the construction of the Multi-Use Pavilion.

Sponsors:

Indexes:

Code sections:

Attachments:

6-27-16 Resolution GRAHA Donation MUP.pdf

Version: 1

Date Ver. Action By Action Result

A resolution accepting a \$150,000 donation from the Grand Rapids Amateur Hockey Association (GRAHA) to be utilized in the construction of the Multi-Use Pavilion.

#### **Background Information:**

Attached is a resolution accepting a \$150,000 donation from the Grand Rapids Amateur Hockey Association to be utilized in the construction of the Multi-Use Pavilion. This donation, along with a previous \$50,000 donation from GRAHA, achieves their \$200,000 donation towards the funding of the Multi-Use Pavilion.

#### **Staff Recommendation:**

City staff is recommending a resolution accepting a \$150,000 donation from the Grand Rapids Amateur Hockey Association (GRAHA) to be utilized in the construction of the Multi-Use Pavilion.

#### **Requested City Council Action**

A motion approving a resolution accepting a \$150,000 donation from the Grand Rapids Amateur Hockey Association (GRAHA) to be utilized in the construction of the Multi-Use Pavilion.

Councilor introduced the following resolution and moved for its adoption:
RESOLUTION NO. 16
A RESOLUTION ACCEPTING A \$150,000.00 DONATION FROM THE GRAND RAPIDS AMATEUR HOCKEY ASSOCIATION (GRAHA) FOR THE MULTI-USE PAVILION LOCATED AT THE IRA CIVIC CENTER
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:
<ul> <li>The GRAHA has donated \$150,000 to be utilized in the construction of the Multi-Use Pavilion located at the IRA Civic Center.</li> </ul>
Adopted this 27 <sup>th</sup> day of June, 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.



#### Legislation Details (With Text)

File #: 16-0391 Version: 1 Name: Dasherboard Purchase

Type: Agenda Item Status: Civic Center, Parks & Recreation

File created: 6/17/2016 In control: City Council

On agenda: 6/27/2016 Final action:

Title: Consider purchasing a used set of dasherboards from Arena Warehouse.

Sponsors:

Indexes:

Code sections:

Attachments: Dasherboard Photos

Dasherboard Proposal

Date Ver. Action By Action Result

Consider purchasing a used set of dasherboards from Arena Warehouse.

#### **Background Information:**

At the June 1st City Council Special Meeting, staff received approval to direct negotiate for the purchase of a used set of dasherboards for the multi-sport outdoor pavilion. After looking at several sets from Becker Arena Products and Arena Warehouse, I am recommending the purchase of set of boards from Arena Warehouse for \$39,500.00. I choose this set as they are in the best condition for our budget and they also include players boxes. I have attacehd photos for your review.

#### **Staff Recommendation:**

City staff is recommending the purchase of a used set of dasherboards from Arena Warehouse for \$39,500.00.

#### **Requested City Council Action**

Make a motion approving the purchase of a used set of dasherboards from Arena Warehouse for \$39,500.00.





#### **EQUIPMENT PURCHASE AGREEMENT**

This Agreement is entered into by and between ARENA WAREHOUSE, LLC, hereinafter "Seller" and City of Grand Rapids, MN – IRA Civic Center\_\_, hereinafter "Buyer" for the purposes herein stated.

For \$ 39,500.00, the receipt and sufficiency of which is hereby acknowledged, the undersigned do hereby covenant, contract and agree as follows:

- 1. AGREEMENT: Seller hereby sells, conveys and transfers to Buyer all rights, title and interest in and unto the machinery, equipment and other personal property, hereinafter referred to collectively as equipment, described in the attached as Schedule I.
- 2. DELIVERY AND ACCEPTANCE: Upon acceptance by Buyer of the equipment, which acceptance shall be identified by Buyer taking possession of the equipment, such acceptance shall acknowledge that the equipment is in good order and condition and that Buyer is satisfied with same and that Seller has made no representation or warranty, expressed or implied, with respect to such item of equipment. All equipment is sold in an "as is" condition.
- PURCHASE PAYMENTS: Buyer agrees to pay unto Seller the sum of Thirty Nine Thousand Five Hundred Dollars and Zero Cents payable in US Funds.
- 4. TITLE TO EQUIPMENT: Seller represents that all equipment described herein free and clear and that such equipment is free of all liens.
- 5. MAINTENANCE AND REPAIR: All maintenance and repair costs to the equipment shall be paid by Buyer and Seller is hereby relieved from any responsibility to maintain or repair said equipment, all said equipment being sold in an "as is" condition.
- 6. TAXES AND LECENSES: All taxes, license fees and other expenses associated with the agreement equipment shall be paid by Buyer.
- 7. INDEMNIFICATION OF SELLER: Buyer shall indemnify, protect and hold harmless the Seller, its agents, servants, successors and assigns from and against all losses, damages, injuries, claims, demands and expenses, including legal expenses, of whatever nature, arising out of the use, condition or operation of any item of the equipment, regardless of where, how and by whom operated. Buyer shall assume the settling of, and the defense of any suits or other legal proceedings brought to enforce all such losses, damages, injuries, claims, demands and expenses and shall pay all judgments entered in the suit for other legal proceedings. The indemnification and assumptions of liability and obligation herein provided shall continue in full force and effect notwithstanding the termination of this agreement, whether by expiration of time, by operation of law or otherwise.
- 8. "AS IS" CONDITION OF EQUIPMENT: Seller makes no warranties unto Buyer for the sale of the equipment and all equipment described herein is sold in its "as is" condition.
- 9. DEFAULT BY BUYER: Time is of the essence under this agreement and any of the following events shall constitute defaults on the part of the Buyer hereunder:



- a. Failure of Buyer to pay any payment within fifteen days in which same becomes due;
- b. Any breach or failure of Buyer to perform any of its obligations under this agreement;
- c. Insolvency of bankruptcy of Buyer or assignment for the benefit of creditors;
- d. Any other act of Buyer which will cause Seller to deem itself insecure.

Upon the occurrence of any default Seller may exercise this option without notice to or demand on the Buyer thereupon all equipment and rights of Buyer therein shall be surrendered unto Seller; upon default, Seller may take possession of the equipment where found with or without process of law in court, may enter upon the agreed premises without liability of suit, action, or other proceedings by Buyer and remove same; hold, sell, agreement or otherwise dispose of the equipment or keeping any of them as Seller so chooses without effecting the obligation of Buyers as providing by this Agreement; collect all unpaid payments due without prejudice to Seller's right to regain possession of the equipment. Any breach by the Buyer requiring the Seller to enforce any terms of this Agreement including but not limited to collection costs shall obligate Buyer to pay for any and all expenses related to such enforcement and collection including but not limited to Seller's attorney fees.

- 10. Upon receiving payment in full from Buyer under this Agreement, seller shall exercise such further assurances as may be reasonably required by Buyer to insure that the equipment is free from all liens and encumbrances.
- 11. GOVERNING LAW: This Agreement shall be governed by the laws of the state of Minnesota.

Seller:	
Buyer:	



SCHEDULE I:	
Equipment Description:	
200 x 100 – 28' radius dasher board system complete with tem related hardware. **System layout as per pictures emailed on be available to ship the end of June 2016. Additional straight 1 system.	5/18/2016. Dasher boards and glass wi
Dasher board system delivered to Grand Rapids, MN =	\$39,500.00
Terms: 100% payment due with placement of order.	
200/0 payment due with placement of order.	



#### Legislation Details (With Text)

File #: 16-0407 Version: 1 Name: Multi-Use Pavilion DSGW Proposal

Type: Agenda Item Status: Civic Center, Parks & Recreation

File created: 6/23/2016 In control: City Council

On agenda: 6/27/2016 Final action:

Title: Consider a proposal for architectural design services from Damberg Scott Grezina Wagner (DSGW)

for the Multi-Use Pavilion located at the IRA Civic Center.

Sponsors:

Indexes:

Code sections:

Attachments: 6-27-16 DSGW Grand Rapids Pavilion Proposal.pdf

Date Ver. Action By Action Result

Consider a proposal for architectural design services from Damberg Scott Grezina Wagner (DSGW) for the Multi-Use Pavilion located at the IRA Civic Center.

#### **Background Information:**

With key funding in place for the Multi-Use Pavilion, it is necessary to move forward with the design of facility. The attached proposal from DSGW will complete the design and provide services through the construction phase of the project.

#### **Staff Recommendation:**

City staff is recommending the approval of a proposal for architectural design services from Damberg Scott Grezina Wagner (DSGW) for the Multi-Use Pavilion located at the IRA Civic Center.

#### **Requested City Council Action**

A motion approving a proposal for architectural design services from Damberg Scott Grezina Wagner (DSGW) for the Multi-Use Pavilion located at the IRA Civic Center.



June 3, 2016

Tom Pagel City of Grand Rapids 420 North Pokegama Avenue Grand Rapids, MN 55744

RE: Proposal for Architectural Design Services Grand Rapids Pavilion Grand Rapids, MN

Dear Tom:

The following is our proposal to provide architectural design services for the renovation of the Grand Rapids Pavilion at the IRA Civic Center. The Project scope of work, schedule and associated design fees are described in this proposal.

#### **Project Scope of Work:**

For the purposes of this proposal, the Project is as described in this section.

- Owner: City of Grand Rapids
- Location: 1401 NW 3rd Ave, Grand Rapids, MN 55744
- The project will consist of a new North covered (open sided) hockey rink cover/multi-use pavilion.
- This proposal DOES NOT include any Civil engineering. That will be provided by owner through SEH. DSGW will coordinate provided information into our architectural documentation.

#### Proposed Design Services

- 1. Basic Architectural design services as outlined below.
- 2. Schematic Design will be provided by Cunningham Group and design will be similar to the "Backyard" ice rink in the City of Edina with the following key differences:
  - o No refrigeration, all natural ice
  - No skylights in canopy
  - No eased edges on canopy
  - Not limited to 50 occupants
  - No fire pit
  - Dimensions of ice rink canopy to be 100'x 205'-0" long, due to site constraints.
  - Proximity of the Project to the existing building will require the installation of a dry pipe sprinkler system to the Project.
  - Snow stops to prevent sudden shedding of roof snow are to be discussed.
  - City intends to self-perform or contract out separately several aspects of the work: Civil Engineering and Site Design, site grading and paving, dasher board system.

- 3. DSGW will provide balance of architectural services as follows: Design Development, Construction Documents, Bidding and Construction Administration after schematic design and schematic design budget are approved by the City.
- 4. Fire protection and electrical engineering is part of this proposal and will be provided by Design Group.
- 5. Structural engineering is part of this proposal and will be provided by Northland Consulting.
- 6. I.T. systems are NOT INCLUDED in this proposal. I.T. equipment will be provided by owner.

#### Architectural Design Phases

The following is a summary of our services:

<u>Schematic Design</u>: This phase will explore and set the design of the proposed project. Our first order of business will be to meet with Owner representatives to establish design criteria. It will involve two (2) design review meetings with the Owner. The phase will produce a building code review, and concept floor plan. Upon approval of this phase by the Owner, the project will proceed to the Design Development phase.

Deliverables: preliminary building code review, floor plan, elevations, building section and 3D views to illustrate the design, notes indicating materials and building systems, and schematic design budget

<u>Design Development</u>: This phase will refine the design of the building. It will involve one (1) review meeting with the Owner, MEP, Civil, and Structural. The phase will refine the floor plan, building structural systems, finishes and building design details. Upon approval of this phase by the Owner, the project will then proceed to the Construction Documents phase.

Deliverables: refined building code review, floor plan, elevations, building section and 3D views to illustrate the design, notes indicating materials and building systems, and design development budget

<u>Construction Documents</u>: This phase will develop the building design into a set of contract documents that are used to bid and build the project. It will involve one (1) review meetings with the Owner.

Deliverables: construction drawings and specifications

<u>Bidding:</u> This phase will solicit the bids for the project. Bidding shall consist of providing plan distribution, coordination and bid recommendations.

<u>Construction Administration</u>: This phase will provide the administration for the construction of the project and shall consist of basic project coordination, review of shop drawings, review scope of work revisions, eight (8) site observations including substantial completion and final completion.

\*\*all review meetings in Grand Rapids, MN

#### Compensation:

Our basic compensation would be 7.5% of the final construction cost. In addition to basic compensation, the following would be reimbursable costs:

- Printing, shipping and handling of all documents
- Travel costs, including mileage and travel time

Invoices for services rendered will be submitted on a monthly basis equal to the progress of project completion, and shall be payable 15 days from invoice date.



We can begin work as soon as you give us a notice to proceed. If this proposal is acceptable, we will submit an AIA Owner-Architect Agreement as our agreement for the project. If you have any questions, please contact me at 218-741-7962 or email at <a href="ewedge@dsgw.com">ewedge@dsgw.com</a>. We thank you for the opportunity to present this proposal.

Sincerely,

DSGW Architects, Inc.

Erik C. Wedge, AIA, NCARB, LEED AP

Principal, DSGW Architect

ECW:jl

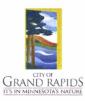
enc.



### Hourly Rate Schedule and Reimbursable Expenses

	RATE
Principal	\$ 150.00
Architect	\$ 120.00
Intern Design Professional	\$ 95.00
Certified Interior Designer II	\$ 120.00
Certified Interior Designer I	\$ 110.00
Interior Designer	\$ 95.00
Specifications Writer	\$ 105.00
Senior Project Manager	\$ 120.00
Project Manager	\$ 95.00
Senior Cad Technician	\$ 95.00
Cad Technician	\$ 90.00
Graphic Artist	\$ 90.00
Administrative Support	\$ 65.00
REIMBURSABLES	
Mileage	IRS Standard Mileage Rate
Meals & Accommodations	Cost + 10%
Long Distance Telephone	Cost + 10%
Outside Services	Cost + 10%
Blueprint / Mylar Reproductions	Cost + 10%
Shipping Charges	Cost + 10%
Specification Reports	Cost + 10%
Report Reproductions (In-House):	
11 x 17 B/W	\$ .15 / per sheet
11 x 17 Color	\$ .99 / per sheet
Large Format Printing	\$ .26 / sq. ft.
Large Format Color Printing	\$ 7.50 / sq. ft.
Archival Retrieval Fee	\$ 50.00
	As of February 2016





#### Legislation Details (With Text)

File #: 16-0408 Version: 1 Name: Consider adopting a resolution accepting a

\$166,000 grant from IRRRB for site development

costs associated with the Swan Machine

manufacturing facility project and transferring the grant proceeds to GREDA for contracting and

project administration, and fu

Type: Agenda Item Status: Community Development

File created: 6/23/2016 In control: City Council

On agenda: 6/27/2016 Final action:

Title: Consider adopting a resolution accepting a \$166,000 grant from IRRRB for site development costs

associated with the Swan Machine manufacturing facility project and transferring the grant proceeds to GREDA for contracting and project administration, and further to authorize the Mayor and City

Administrator's execution of the grant agreement.

Sponsors:

Indexes:

Code sections:

Attachments: Resolution Accepting IRRRB Grant: Swan Machine site development infrastructure

IRRRB Grant Agreement-Swan Machine

Date Ver. Action By Action Result

Consider adopting a resolution accepting a \$166,000 grant from IRRRB for site development costs associated with the Swan Machine manufacturing facility project and transferring the grant proceeds to GREDA for contracting and project administration, and further to authorize the Mayor and City Administrator's execution of the grant agreement.

#### **Background Information:**

In June of 2014, the City Council authorized an application to IRRRB requesting a \$316,000 Development Infrastructure grant to fund the construction of utility services, grading of the site, parking lot construction, etc.

Just prior to our submitting the grant request, Swan Machine decided to place the project on hold until their business plan for the satellite facility played out further.

Recently, the Iron Range Resources and Rehabilitation Board approved a portion of the grant request made by the City. \$166,000 was approved by IRRRB for costs associated with the site development for the Swan Machine manufacturing facility project, located in the Airport South Industrial Park.

The attached resolution accepts the \$166,000 IRRRB Grand and authorizes the transfer of grant proceeds to GREDA for their expenses associated with the design and construction of site improvements covered under the grant.

#### **Requested City Council Action**

Consider adopting a resolution accepting a \$166,000 grant from IRRRB for site development costs associated with the Swan Machine manufacturing facility project and transferring the grant proceeds to GREDA for contracting and project administration, and further to authorize the Mayor and City Administrator's execution of the grant agreement.

Councilmembermoved for its adoption:	_introduced the following resolution and
RESOLUTIO	N NO. 16-
A RESOLUTION ACCEPTING A \$166,000 RESOURCES AND REHABILITATION B INFRASTRUCTURE PROGRAM FOR TI IMPROVEMENTS SUPPORTING THE S FACILITY PROJECT AND AUTHORIZIN GRANT AGE	OARD (IRRRB) SITE DEVELOPMENT HE CONSTRUCTION OF SITE WORK WAN MACHINE MANUFACTURING G EXECUTION OF THE ASSOCIATED
WHEREAS, Minnesota State Statutes 465 or personal property, including money, and use the prescribes; and	5.03, states that cities may accept gifts of real nem in accordance with the terms the donor
WHEREAS, every such acceptance shall adopted by two-thirds majority of its members,	be by resolution of the governing body
NOW THEREFORE, BE IT RESOLVED Rapids, Itasca County, Minnesota, accepts the \$1 award from the IRRRB for the construction of sit manufacturing facility in the City of Grand Rapid grant agreement.	te developments supporting the Swan Machine
Adopted this 27 <sup>th</sup> day of June 2016.	
Dale	e Adams, Mayor
Attest:	
Kimberly Gibeau, City Clerk	

Councilmember \_\_\_\_\_seconded the foregoing resolution and the following voted in

favor thereof: \_\_\_\_\_; and the following voted against same: \_\_\_\_\_, whereby the resolution was declared duly passed and adopted.

#### STATE OF MINNESOTA GRANT AGREEMENT

PO ID	PO Date		Fiscal Year	Grant Award
3000004901	6/16/2016		2016	\$166,000.00
Vendor ID	Fund	Fin Dept ID	Approp ID	Account
0000195352	2370	B4335340	B43TCPJ	441352

This grant contract is between the State of Minnesota, acting through its Office of the Commissioner of Iron Range Resources and Rehabilitation Board (hereinafter IRRRB) and <u>Grand Rapids</u>, <u>City of</u>, <u>Attn: Rob Mattei</u>, <u>420 N. Pokegama Ave</u>, <u>Grand Rapids</u>, <u>MN 55744</u> (hereinafter GRANTEE).

- Under Minnesota Statutes Section 298.22 and Section 298.223, and pursuant to IRRRB Resolution No. 16-033, the IRRRB is empowered to enter into this grant.
- As part of its mission, the IRRRB will fund local economic development projects including Public Works, Culture and Tourism, and Housing Redevelopment projects located within the Taconite Assistance Area defined in Minnesota Statutes Section 273.1341. The IRRRB has determined that the completion of this project will support those purposes.
- The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction
  of the IRRRB. Pursuant to Minnesota Statutes 16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a
  condition of this grant.

#### 1 Term of the Grant Contract

- 1.1. Effective date: the date the IRRRB obtains all required signatures under Minnesota Statutes 16.B98, Subdivision 5 and 7.
- 1.2. Expiration date: 12/31/2017, or until all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. Survival of Terms. The following clauses survive the expiration or cancellation of this grant contract: 9. Liability, 10. State Audits; 11. Government Data Practices and Intellectual Property; 13. Publicity and Endorsement; 14. Governing Law, Jurisdiction, and Venue; and 16. Data Disclosure.

#### 2 Grantee's Duties

The Grantee, who is not an IRRRB employee, will use the Office of the Commissioner of the Iron Range Resources and Rehabilitation Board monies provided for site improvements for the expansion of Swan Machine.

Expenses eligible for reimbursement under the terms of this Agreement will be those incurred since 6/14/2016, for site improvements for the expansion of Swan Machine, and other costs associated with the completion of the project.

The grantee will submit to the IRRRB a progress report after submittal of the grant application and a final report at time of award notification. An IRRRB authorized representative will conduct a site visit or call as a monitoring requirement for the project.

NOTE: Grantee agrees to perform the above duties in accordance with the plans and specifications in grantee's application which is incorporated into this Agreement and kept on file in the Office of the Commissioner of the Iron Range Resources and Rehabilitation Board, and in accordance with the policies as stated in the Grant application manual.

#### 3 Time

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

#### 4 Obligation and Payment

- 4.1. Obligation. The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$166,000.00.
- 4.2. Payment. The IRRRB will promptly pay the Grantee after the Grantee presents itemized invoice for the services actually performed and the IRRRB's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement. If applicable, bid tabulations will be required for the project and a copy submitted to the IRRRRB Authorized Representative.

Conditions of Payment

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

**Authorized Representative** 

The IRRRB"s Authorized Representative is Whitney Ridlon, 4261 Hwy. 53 S., Eveleth, MN 55734, (218) 735-3004, whitney.ridlon@state.mn.us, has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this contract. If the services are satisfactory, the IRRRB's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Rob Mattei, 420 N. Pokegama Ave, Grand Rapids, MN 55744, 218-326-7622, rmattei@ci.grand-rapids.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the IRRRB.

The IRRRB's authorized agent for the purposes of administration of this grant is the Commissioner, Deputy Commissioner or the Executive Director of Development who shall have final authority for acceptance of GRANTEE'S services.

Assignment, Amendments, Waiver, and Grant Contract Complete

- Assignment. The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without prior written consent of the IRRRB, approved by the same parties who executed and approved this contract, or their successors in the office.
- Amendments. Any amendments to this grant contract must be in writing and will not be effective until it has been executed 8.2. and approved by the same parties who executed and approved the original grant contract, or their successors in the office.
- Waiver. If the IRRRB fails to enforce any provision of this grant contract, the failure does not waive the provision of IRRRB's right to enforce it.
- Grant Contract Complete. This grant contract contains all negotiations and agreements between the IRRRB and the Grantee. 8.4. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

Liability

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

10 State Audits

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

11 Government Data Practices and Intellectual Property

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

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the IRRRB. The IRRRB will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

12 Workers' Compensation

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

13 Publicity and Endorsement

- 13.1. Publicity. Any publicity regarding the subject matter of this grant contract must identify the IRRRB as a supporting agency and must not be released without prior written approval from the IRRRB's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.
- 13.2. Endorsement. The Grantee must not claim that the IRRRB endorses its products or services.

#### 14 Governing Law, Jurisdiction, and Venue

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

#### 15 Termination

- 15.1. Termination by the IRRRB. The IRRRB may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 15.2. Termination for Cause. The IRRRB may immediately terminate this grant contract if the IRRRB finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The IRRRB may take action to protect the interests of the IRRRB, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

#### 16 Data Disclosure

Under Minn. Stat. §270.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

The records or reports resulting from the work under this grant may be released for public inspection, and both parties shall have the privilege of publishing the reports; providing that publications by either party shall contain a statement of the cooperative relations between the parties hereto.

#### 17 Additional Provisions

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

The grant is subject to the provisions in Minnesota Statutes §16B.97 and .98.

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

\*The remainder of this page in intentionally left blank.

Ву:	Electronically approved and signed by Bob Scuffy on 6/16/2016.
	BOB SCUFFY, JR.
Title:	ACCOUNTING DIRECTOR
Date:	
2. G (If a co	RANTEE: orporate officers must execute
(If a co	RANTEE: orporate officers must execute
(If a co	RANTEE: orporate officers must execute
(If a co	RANTEE: orporation, two corporate officers must execute
(If a co By: Title:	RANTEE: orporation, two corporate officers must execute

APPROVED:

IN WITNESS WHEREOF, the parties have caused this grant to be duly executed intending to be bound thereby.

APPROV	ED:		
	E AGENCY OR DEPARTMENT:		
By:	MARK PHILLIPS COMMISSIONER		
Date:	-OR-		

By:

Title:

Date:

MARY FINNEGAN

DEPUTY COMMISSIONER

IN WITNESS WHEREOF, the parties have caused this grant to be duly executed intending to be bound thereby.



#### Legislation Details (With Text)

File #: 16-0392 Version: 1 Name: Award Bid for HVAC Installation at the GR-Itasca

County Airport Office

Type: Agenda Item Status: Public Works
File created: 6/20/2016 In control: City Council

On agenda: 6/27/2016 Final action:

Title: Consider awarding the installation of a new HVAC system at the Grand Rapids/Itasca County Airport

Maintenance Building to Northern Air Plumbing & Heating \$12,360.00.

Sponsors:

Indexes:

Code sections:

Attachments: 2016 6-27 Quote from Rapids Plumbing & Heating-HVAC

2016 6-27 Quote from Northern Air Plumbing and Heating-HVAC

Date Ver. Action By Action Result

Consider awarding the installation of a new HVAC system at the Grand Rapids/Itasca County Airport Maintenance Building to Northern Air Plumbing & Heating \$12,360.00.

#### **Background Information:**

The transition for Nathan Morlan as a Building Inspector to the Public Works Facility Maintenance Manager is in progress. Nathan has been involved with upgrading the work space which will be located at the Airport Maintenance Building. This space will serve as the work space/office area for both Nathan and Everett Baumgarner. Certain tasks consisting of electrical upgrades, improved lighting, replacement of door closures are underway. Both the north and south walls of the office are shared walls with vehicle equipment storage. Air quality issues as well as an outdated furnace, estimated to be plus 25 years old, require a new HVAC system. Two quotes we're received to install a new furnace with fresh air make up system, complete with new duct work. This improvement will be funded by the Airport Maintenance Budget.

#### **Staff Recommendation:**

This project was discussed and is supported by Tom Pagel, City Administrator and has been reviewed by Barb Baird, Finance Director.

#### **Requested City Council Action**

Approve and award the installation of a new furnace HVAC system at the Grand Rapids/Itasca County Airport Maintenance Building to Northern Air Plumbing & Heating \$12,360.00.



# PROPOSAL PLUMBING AND HVAC IN NATHANS NEW OFFICE

May 11, 2016

To: Nathan @ City of Grand Rapids

From: Jim Shaw

We propose to furnish all labor and material for the plumbing and HVAC work in the proposed remodel of the spaces in the building at the airport.

#### Scope of work:

- Furnish and install an HRV tied into the newly installed ductwork
- Furnish and install a new horizontal, 60,000 Btu, two stage furnace to serve the new office and work space including all associated ductwork and accessories
- Furnish and install a 2 ton air conditioning system into the furnace ductwork.
- Hang condenser on outside of building as we discussed
- Furnish programmable Wi-Fi thermostat
- Remove hanging heater from work space. Roof patch by others
- Pull all plumbing fixtures for restroom remodel
- Re-do DWV piping to code. Not to include the waste trap vent
- Re-install plumbing fixtures in restroom
- Furnish and install a new flush valve for the urinal
- Furnish and install a new double laundry tub in new location app. 2' to the east of present location

Price: \$14,350.00

#### Not included:

- Electrical work
- permit

#### Proposal

## Northern Air Plumbing & Heating of Grand Rapids, Inc.

33204 Shadywood Road Grand Rapids, MN 55744 northernairph@yahoo.com 218-327-9361

June 15, 2016

Grand Rapids Airport nmorlan@ci.grand-rapids.mn.us

We propose hereby to furnish material and labor – complete in accordance with specifications below:

See individual options listed below.

Payments to be made as follows:

Payments as billed

Authorized Note: This proposal may be withdrawn by us Signature: Justify to Legan Frot accepted within 60 days.

We hereby submit specifications and estimates for:

'

Plumbing: \$1830.00

Waste and vent will be PVC plastic and fittings. We will connect to the existing water lines inside the building. A double laundry tub will be installed to the left of the existing location. The vent pipe will have to be offset to allow for the installation. The tub will be set at 34" high. We will remove and reset the existing bathroom. The existing fixtures will be installed and a flush valve for the urinal will be installed along with a stand pipe for the condensate of the furnace.

#### Heating, A/C & Air Exchanger: \$10,530.00

1-Carrier 59SP5A026E14-10 forced air furnace – 95% efficient The furnace will be vented out the side of the building with PVC plastic. A gas line will be run to the area of the old unit heater.

1-Honeywell 5000 thermostat

2-Supply air runs with ceiling registers will be provided in the office. The supply for the shop area will be registers off the duct work.

1-Central return air run with ceiling grille will be installed in the office Ducts will be sealed according to the energy code.

1-Carrier 24ABB018 condensing unit

1-A-coil

- 1-Duragrid pad for the condensing unit
- 1-Wall support kit
- 1-Insulated lineset
- 1-Carrier HRVXXSVB1100
- 1-Electro wall control panel
- 2-Wall hoods

The unit will be tied into the duct work of the furnace.

No control or high voltage wiring included.

#### Acceptance of Proposal:

I authorize Northern Air Plumbing and Heating of Grand Rapids, Inc. to proceed with the work as bid.

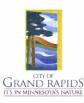
I understand that I am liable for payment of all work done, supplies used, as well as any extra charges incurred such as state filing fees, testing, and building permits.

I agree that if any invoice for services are not paid when due, then all of the principle and interest shall at the election of Northern Air Plumbing and Heating of Grand Rapids, Inc. become due and payable at once and from the date of such selection this bill shall bear interest at 18% per annual. The makers, endorsers, guarantors and sureties hereby jointly and severally agree to pay all costs of collection including reasonable attorney's fees. If the unpaid balance is referred to an attorney for collection the undersigned authorizes any attorney of record to confess judgment to the entered, by any court which may have jurisdiction, at any time after default in payment shall occur and hereby waive all exceptions to the extent permitted by law.

PRE-LIEN NOTICE – THE FOLLOWING NOTICE IS PROVIDED TO YOU AS REQUIRED BY LAW:
(A) ANY PERSON OR COMPANY SUPPLYING LABOR OR MATERIALS FOR THIS IMPROVEMENT
TO YOUR PROPERTY MAY FILE A LIEN AGAINST YOUR PROPERTY IF THAT PERSON OR
COMPANY IS NOT PAID FOR THE CONTRIBUTIONS.

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

SIGNATURE	DATE	



# Legislation Details (With Text)

File #: 16-0390 Version: 1 Name: Meal Reimbursement Policy

Type: Agenda Item Status: Administration Department

File created: 6/15/2016 In control: City Council

On agenda: 6/27/2016 Final action:

Title: Meal Reimbursement Policy

Sponsors:

Indexes:

Code sections:

Attachments:

Date Ver. Action By Action Result

### Meal Reimbursement Policy

#### **Background Information:**

The Travel (mileage, lodging and meals) Policy 4.83 in the Personnel Policy Manual under Expense Reimbursement currently reads:

### 4.8.3 Travel (mileage, lodging and meals)

The City shall reimburse employees for reasonable expenses incurred in the performance of their duties as authorized in the department budgets or on a case-by-case basis.

Employees may receive advancements on expenses prior to a trip with Department Head approval according to verified claim policy. Such advancements shall be supplemented or refunded within two (2) weeks after the trip.

If you are required to travel during the course of your job, mileage you accumulate on your personal vehicle will be reimbursed. A travel expense form should be completed and signed by your Department Head in order to claim such expenses. Reimbursement claims are to be submitted within two (2) weeks of returning from the trip.

Employees shall make every effort to find adequate lodging at reasonable expense.

Expenses for meals are reimbursed only under the following guidelines:

- 1. Breakfast is allowed if you leave City before 6:00 A.M.
- 2. Supper is allowed if away from City after 7:00 P.M.
- 3. Any amount in excess of \$26.00 not substantiated by receipts will be included on Employees W-2 form.

It's been several years since the City increased the meal allowance. Currently, the flat rate (without a receipt) is as follows:

Breakfast \$6.00
 Lunch \$8.00
 Dinner \$12.00

TOTAL \$26.00

The U.S. General Services Administration uses the following for 2016 Meals:

#### File #: 16-0390, Version: 1

Breakfast \$11.00
 Lunch \$12.00
 <u>Dinner</u> \$23.00

TOTAL \$51.00

We researched what other cities throughout Minnesota are reimbursing for meals and found the average to be:

Breakfast \$9.69
 Lunch \$13.19
 <u>Dinner</u> \$21.38

TOTAL \$44.26

#### **Staff Recommendation:**

Based on the information gathered, we are recommending changing the policy to read:

#### 4.8.3 Travel (mileage, lodging and meals)

The City shall reimburse employees for reasonable expenses incurred in the performance of their duties as authorized in the department budgets or on a case-by-case basis.

Employees may receive advancements on expenses prior to a trip with Department Head approval according to the verified claim policy. Such advancements shall be supplemented or refunded within two (2) weeks after the trip.

If you are required to travel during the course of your job, mileage you accumulate on your personal vehicle will be reimbursed. A travel expense form should be completed and signed by your Department Head in order to claim such expenses. Reimbursement claims are to be submitted within two (2) weeks of returning from the trip.

Employees shall make every effort to find adequate lodging at reasonable expense.

Expenses for meals are reimbursed only under the following guidelines:

- 1. Breakfast may be claimed only if the employee/elected official is on assignment away from home, in overnight travel status or departs from home on assigned travel before 6:00 AM.
- 2. Lunch may be claimed if you are in travel and work status away from home.
- 3. Dinner may not be claimed for reimbursement unless the employee/elected official are in travel status and/or city business caused them to return home after 7:00 PM or to be away from home overnight.
- 4. Times of departure and return must be indicated for all meal reimbursement requests.
- 5. There shall be no reimbursement for the costs of any meal where the cost of such meal is included in the lodging, transportation or conference costs.
- **6.** Although itemized receipts are not required within the \$46.00 daily limit, employees are encouraged to keep them and turn them in whenever possible.
- 7. Excess amounts should be reasonable given the location and circumstances of the meal.
- 8. Meal costs over the allowable amount must have itemized receipts attached in order to be reimbursed.
- 9. Any amount in excess of \$46.00 not substantiated by itemized receipts will be included on Employees W-2 form.
- 10. The cost of a meal includes tax and a reasonable gratuity (up to 20%) but does not include alcoholic beverages.
- 11. An employee may choose to attend a meal that is served in conjunction with a conference or seminar, but is not included in the registration fee. The employee will be reimbursed in full upon presenting a receipt, or may choose to have the City pay the cost directly with the registration fee.

#### FLAT RATE WITHOUT RECEIPTS

Breakfast \$11.00
 Lunch \$12.00
 Dinner \$23.00
 TOTAL \$46.00

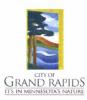
### File #: 16-0390, Version: 1

### MAXIMUM AMOUNT WITH RECEIPTS

Breakfast \$15.00
 Lunch \$20.00
 Dinner \$30.00
 TOTAL \$65.00

## **Requested City Council Action**

Move to approve the amended Meal Reimbursement Policy effective July 1, 2016.



### Legislation Details (With Text)

File #: 16-0394 Version: 1 Name: Appointment of Matthew Wegwerth to the position of

City Engineer.

Type: Agenda Item Status: Administration Department

File created: 6/22/2016 In control: City Council

On agenda: 6/27/2016 Final action:

Title: Consider the appointment of Matthew Wegwerth to the position of City Engineer.

Sponsors:

Indexes:

Code sections: Attachments:

Date Ver. Action By Action Result

Consider the appointment of Matthew Wegwerth to the position of City Engineer.

### **Background Information:**

At the April 11, 2016 City Council meeting, the Council authorized staff to begin the process of filling the position of City Engineer. The position has been posted, the applications were ranked, and interviews were held on June 7, 2016. The interview committee consisting of City Administrator Tom Pagel, Public Works Director Jeff Davies, Community Development Director Rob Mattei, Finance Director Barb Baird, and Human Resources Director Lynn DeGrio is recommending the appointment of Mr. Matthew Wegwerth to the position of City Engineer.

Matt graduated from Cambridge High School and received a Bachelors Degree in Civil Engineering from North Dakota State University. Matt is currently a Senior Project Manager at Short Elliott Hendrickson, Inc., where he has been employed for 14+ years. He was selected as an Associate member of SEH in 2012. Matt is registered as a Minnesota Professional Engineer, a member of the City Engineers Association, and a member of the American Society of Civil Engineers.

In addition, Matt has been the lead design engineer for all City of Grand Rapids public infrastructure projects for the past ten years providing him with in depth knowledge of the existing public infrastructure in the City. He has also been involved with the development, implementation, and administration of the Storm Water Utility.

#### Staff Recommendation:

City Administrator Tom Pagel and Human Resources Director Lynn DeGrio are also recommending the standard performance evaluation be done six months following the date of hire, and will come back to the City Council with an "End of Introductory Progress Review" along with a salary increase recommendation ranging from 0-5%, depending on the outcome of that review. We are also recommending giving Matt years of service credit by starting him out at the 8 year level of benefits as well as 80 hours of FTO immediately available for use.

#### **Requested City Council Action**

A motion to appoint Mr. Matthew Wegwerth to the position of City Engineer effective August 29, 2016 at a starting salary of \$80,000 per year, 8 year level of benefits, and 80 hours of FTO immediately available for use, subject to a background exam, drug test, and psychological exam.



# Legislation Details (With Text)

File #: 16-0395 Version: 1 Name: Consider the appointment of Ms. Debra Moebakken

to the position of Library Public Services Clerk I at

the Grand Rapids Area Library.

Type: Agenda Item Status: Administration Department

File created: 6/22/2016 In control: City Council

On agenda: 6/27/2016 Final action:

Title: Consider the appointment of Ms. Debra Moebakken to the position of Library Public Services Clerk I

at the Grand Rapids Area Library.

Sponsors:

Indexes:

**Code sections:** 

Attachments:

Date Ver. Action By Action Result

Consider the appointment of Ms. Debra Moebakken to the position of Library Public Services Clerk I at the Grand Rapids Area Library.

#### **Background Information:**

At the May 23, 2016 City Council meeting the City Council authorized the posting of the vacancy for the Library Public Service Clerk I position. The selection process is complete and the interview committee consisting of Library Director Marcia Anderson, Assistant Library Director Amy Dettmer, and Human Resources Director Lynn DeGrio are recommending the appointment of Ms. Debra Moebakken to the position.

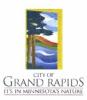
Debra graduated from Proctor High School and attended the University of Minnesota-Duluth. Deb has been a temporary employee through Personnel Dynamics since October 2010. She is also employed at the Village Bookstore where she is a Clerk/Order Processor and has been employed for 20 years.

#### **Staff Recommendation:**

The Library Board met on June 23, 2016 and is recommending the appointment of Debra Moebakken to the position. Because this is a union position, the starting rate will be \$15.3480

#### **Requested City Council Action**

A motion to appoint Ms. Debra Moebakken to the position of Library Public Services Clerk I at the Grand Rapids Area Library effective June 28, 2016 at the starting rate of \$15.3480 per hour per the Library Union contract.



## Legislation Details (With Text)

File #:

16-0403

Version: 1

Name:

Verified Claims

Type:

Agenda Item

Status:

Verified Claims

File created:

6/23/2016

In control:

City Council

On agenda:

6/27/2016

Final action:

Title:

Consider approving the verified claims for the period June 7, 2016 to June 20, 2016 in the total

amount of \$819,341.34, of which \$149,000 are investments.

Sponsors:

Indexes:

Code sections:

Attachments:

COUNCIL BILL LIST 062716.pdf

Date

Ver. Action By

**Action** 

Result

Consider approving the verified claims for the period June 7, 2016 to June 20, 2016 in the total amount of \$819,341.34, of which \$149,000 are investments.

#### **Requested City Council Action**

Make a motion approving the verified claims for the period June 7, 2016 to June 20, 2016 in the total amount of \$819,341.34, of which \$149,000 are investments.

CITY OF GRAND RAPIDS DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 06/27/2016

	VENDOR #	NAME	AMOUNT DUE		
NERAL F	NERAL FUND				
		E3 CONSULTING SERVICES MINNESOTA REVENUE	1,062.50 1,062.50		
		TOTAL	2,125.00		
CITY	WIDE				
		E3 CONSULTING SERVICES NEOPOST USA INC	4,250.00 648.00		
		TOTAL CITY WIDE	4,898.00		
ADMI	NISTRATION				
	0718060	GRAND RAPIDS HERALD REVIEW	454.25		
		TOTAL ADMINISTRATION	454.25		
BUIL	DING MAINT	ENANCE-CITY HALL			
	0113233 0301685	AMERIPRIDE LINEN & APPAREL CARQUEST AUTO PARTS	38.79		
	0401495	DAMA METAL PRODUCTS INC SILVERTIP GRAPHICS SIGNS	96.00		
	1909450		113.50		
		TOTAL BUILDING MAINTENANCE-CITY HALL	274.31		
COMM	UNITY DEVE	LOPMENT			
	0718060 1309332	GRAND RAPIDS HERALD REVIEW MN STATE RETIREMENT SYSTEM	86.25 1,159.17		
	1920555	STOKES PRINTING & OFFICE	17.19		
		TOTAL COMMUNITY DEVELOPMENT	1,262.61		
COUNCIL/COMMISSION/BOARDS					
0001	0914197	INDEPENDENCE FIREWORKS ACCOUNT MARKETPLACE FOODS	3,500.00		
		SANDSTROM COMPANY INC	417.89		
		TOTAL COUNCIL/COMMISSION/BOARDS	3,990.87		
F.N.G.T.	NEERING				
21,01	1900225	SEH-RCM	1,692.50		

CITY OF GRAND RAPIDS

DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/27/2016

	INVOICES DOE ON/BEFORE 00/2//2010	
VENDOR #	NAME	AMOUNT DUE
NERAL FUND		
ENGINEERING		
	TOTAL ENGINEERING	1,692.50
FINANCE	DELIVE	1 206 60
0405450	DELOXE	1,306.60
	TOTAL FINANCE	1,306.60
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	92.99
	BURGGRAF'S ACE HARDWARE INC	25.98
	MARKETPLACE FOODS NAPA SUPPLY OF GRAND RAPIDS	60.00
1413030	NAPA SUPPLI OF GRAND RAPIDS	91.09
	TOTAL FIRE	270.66
PUBLIC WORKS 0100002		1,374.80
0100002	3D SPECIALTIES ASV, LLC	79.94
0103325	ACHESON TIRE COMPANY INC	35.00
0104799		642.00
0112450	ALL FLAGS LLC	376.99
0121721	AUTO VALUE - GRAND RAPIDS	201.05
0121725 0212554	AUTOMOTIVE ELECTRIC LLC BLOOMERS GARDEN & LANDSCAPING	71.36
0212334	BURGGRAF'S ACE HARDWARE INC	192.62
0301685	CARQUEST AUTO PARTS	144.14
0315455	COLE HARDWARE INC	98.46
0518366	ERICKSON'S ITASCA LUMBER INC	57.00 68.96
0601690 0718032	FASTENAL COMPANY GRAND RAPIDS GREENHOUSE	3,806.58
0718105	GRAYBAR ELECTRIC COMPANY INC	59.50
0718215	GREEN AGAIN LAWN & AERATION	2,060.09
0801836	HAWKINSON SAND & GRAVEL	1,400.39
0805093 0920120	HEADWATERS IRRIGATION LLC	2,107.41 3,085.00
1309355	ITASCA UTILITIES INC MINNESOTA TORO	112.68
1415640	NORTRAX EQUIPMENT COMPANY	139.61
1609550	PIONEER ELECTRIC, INC	656.70
1615427	POKEGAMA LAWN AND SPORT	14.00
1621125 1801610	PUBLIC UTILITIES COMMISSION RAPIDS PLUMBING & HEATING INC	589.48 489.55
1801615	RAPIDS PLUMBING & HEATING INC	15.70

PAGE: 2

TE: 06/23/2016 ME: 09:57:49

: AP443000.CGR

CITY OF GRAND RAPIDS DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 06/27/2016

VENDOR #	NAME	AMOUNT DUE
1908248 2305453	RAYMOND JOHNSON SHERWIN-WILLIAMS WESCO DISTRIBUTION INC CHRISTINA MOSTOLLER	75.00 398.70 156.00 16.00
	TOTAL PUBLIC WORKS	18,909.71
0301685 1201850 1301720	NCE AUTOMOTIVE ELECTRIC LLC CARQUEST AUTO PARTS LAWSON PRODUCTS INC MATCO TOOLS RAPIDS WELDING SUPPLY INC	92.87 627.99 380.13 391.55 182.55
	TOTAL FLEET MAINTENANCE	1,675.09
0118625 0121720 0121725 0221650 0301685 0513233 0601680 0718021 1105235 1200500 1201434 1605665 1920233	APPLIED CONCEPTS INC ARROW EMBROIDERY AUTOMATED PAWN SYSTEM AUTOMOTIVE ELECTRIC LLC BURGGRAF'S ACE HARDWARE INC CARQUEST AUTO PARTS EMERGENCY AUTOMOTIVE TECH INC FASHION TO FIT GRAND RAPIDS GM INC K.E.E.P.R.S. INC L&M SUPPLY LAKE WOODS CHRYSLER PERSONNEL DYNAMICS LLC STREICHER'S INC T J TOWING WYATTS TOWING	290.00 18.95 102.00 40.00 74.27 158.81 270.44 128.00 95.56 945.00 17.98 248.20 1,579.50 736.94 110.00 300.32
	TOTAL POLICE	5,115.97
RECREATION 0301685	CARQUEST AUTO PARTS  TOTAL RECREATION	14.38 14.38

NTRAL SCHOOL

CITY OF GRAND RAPIDS

DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 06/27/2016

PAGE:

	INVOICES DUE ON/BEFORE 06/27/2016		
VENDOR #	NAME	AMOUNT DUE	
NTRAL SCHOOL			
0405223	AMERIPRIDE LINEN & APPAREL DEER RIVER HIRED HANDS INC GARTNER REFRIGERATION CO SIM SUPPLY INC	150.61 30.00 3,635.00 92.67	
	TOTAL	3,908.28	
RPORT			
1201730	ACME ELECTRIC MOTOR INC BURGGRAF'S ACE HARDWARE INC CARQUEST AUTO PARTS COLE HARDWARE INC COMPUTER ENTERPRISES LATVALA LUMBER COMPANY INC. PHILS GARAGE DOOR SEH-RCM	305.97 5.97 331.97 93.41 478.85 849.49 93.80 1,035.00	
	TOTAL	3,194.46	
0205153 0221650 0315455 0315495 0405223 0501656 1200500 1301168 1605611 1801610 1901535	AMERIPRIDE LINEN & APPAREL BECKER ARENA PRODUCTS INC BURGGRAF'S ACE HARDWARE INC COLE HARDWARE INC COMMERCIAL REFRIGERATION DEER RIVER HIRED HANDS INC THE EARTHGRAINS COMPANY INC L&M SUPPLY MARKETPLACE FOODS PEPSI-COLA RAPIDS PLUMBING & HEATING INC SANDSTROM COMPANY INC	60.00 1,314.00 325.07 110.22 296.00 30.00 44.64 34.90 29.25 624.66 1,030.40 1,087.69 54.00 705.34 171.66	
CREATION PROGRAMS			
0321712	CUSTOMINK LLC	692.12	

CITY OF GRAND RAPIDS DEPARTMENT SUMMARY REPORT

PAGE: 5

TE: 06/23/2016 ME: 09:57:49 : AP443000.CGR

INVOICES DUE ON/BEFORE 06/27/2016

VENDOR #	NAME	AMOUNT DUE		
CREATION PROGRAMS	CREATION PROGRAMS			
1301168	MARKETPLACE FOODS	48.91		
	TOTAL	741.03		
METERY				
0421455	BURGGRAF'S ACE HARDWARE INC DULUTH NEWS TRIBUNE L&M SUPPLY	210.96 338.52 95.93		
	TOTAL	645.41		
MESTIC ANIMAL CON	TROL FAC			
0113233	AMERIPRIDE LINEN & APPAREL	20.32		
	TOTAL	20.32		
NERAL CAPITAL IMP NEIGHBORHOOD & 1105530 1900225		777.00 525.00		
	TOTAL NEIGHBORHOOD & ECON DEV	1,302.00		
2010-5 MS RIVE 1900225		487.50		
	TOTAL 2010-5 MS RIVER PD BRIDGE	487.50		
PITAL EQPT REPLAC CAPITAL OUTLAY		28,969.00		
0701030	TOTAL CAPITAL OUTLAY-BLDG MAINT	28,969.00		
		, , , , , ,		
CAPITAL OUTLAY 0612083 1309296	-RECREATION FLAGSHIP RECREATION MINNESOTA/WISCONSIN PLAYGROUND	1,340.00		
	TOTAL CAPITAL OUTLAY-RECREATION	4,569.90		

TE: 06/23/2016

CITY OF GRAND RAPIDS DEPARTMENT SUMMARY REPORT

ME: 09:57:49 : AP443000.CGR

INVOICES DUE ON/BEFORE 06/27/2016

PAGE: 6

	INVOICES DOE ON/BELONE 00/21/2010	
VENDOR #	NAME	AMOUNT DUE
A CVC CTR CAPITAL MULTI-USE OUTD	OOR PAVILION	2,267.50
1900220		2,267.50
	TOTAL MULTI-USE OUTDOOR PAVILION	2,207.30
14 INFRASTRUCTURE		
2011-2 CRYSTAL 1900225		1,410.00
	TOTAL 2011-2 CRYSTAL LAKE BLVD	1,410.00
16 INFRASTRUCTURE 2017-1 5TH ST 1 0718060 1900225	N & 8TH AVE NE GRAND RAPIDS HERALD REVIEW	359.70 102,239.85
	TOTAL 2017-1 5TH ST N & 8TH AVE NE	102,599.55
ORM WATER UTILITY		
	CASPER CONSTRUCTION INC HAMMERLUND CONSTRUCTION INC ITASCA COUNTY FARM SERVICE SEH-RCM	312.00 4,784.50 8.40 3,375.00
	TOTAL	8,479.90
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 206,502.63
ECKS ISSUED-PRIOR PRIOR APPROVAL		
0113232	AMERIFLEX BUSINESS SOLUTIONS APPLE VALLEY, CITY OF LEAGUE OF MN CITIES INS TRUST BLUE CROSS & BLUE SHIELD OF MN CENTURYLINK COMMUNICATIONS LLC GRAND RAPIDS CITY PAYROLL GRAND RAPIDS STATE BANK HAMMERLUND CONSTRUCTION INC HAWK CONSTRUCTION INC ICTV ITASCA COUNTY ATTORNEY OFFICE ITASCA COUNTY RECORDER MIKE LECLAIRE MEDIACOM LLC	524.70 1,294.00 5,517.00 44,929.00 259.00 295,853.46 292.82 1,000.00 1,000.00 15,105.07 497.00 131.00 1,079.64 11.03

# CITY OF GRAND RAPIDS DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 06/27/2016

VENDOR #	NAME	AMOUNT	DUE
ECKS ISSUED-PRIOR	APPROVAL		
PRIOR APPROVAL			
1309098			6.00
	MN BCA/TRAINING & EDUCATION	480	0.0
1309199	MINNESOTA ENERGY RESOURCES	1,22	7.16
1309332	MN STATE RETIREMENT SYSTEM	1,680	0.00
1309335	MINNESOTA REVENUE	6,20	4.27
1405850	NEXTERA COMMUNICATIONS LLC		1.89
1415479	NORTHERN DRUG SCREENING INC	2 (	0.00
1503151	OCCUPATION DEVELOPMENT CENTER		5.25
	OPERATING ENGINEERS LOCAL #49	34,570	
	PIONEER TELEPHONE	•	3.26
	P.U.C.	20,99	
	DBA RICOH USA INC		5.98
	STEVEN SCHAAR/PETTY CASH	1,000	
1913336	MORGAN STANLEY	149,000	
	TDS Metrocom	•	4.83
2114750	UNUM LIFE INSURANCE CO OF AMER		3.79
	VISA	6,033	
	VISIT GRAND RAPIDS INC	20,291	
	HILLIGOSS PARTNERSHIP	1,000	
	ANDREW GEISLINGER		1.68
1001001	ANDREW GETOETINGER	3.	. 00
	TOTAL DRIVE ADDROVAL ALLOWED IN THE COM- OF A	640 000	

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF \$ 612,838.71

TOTAL ALL DEPARTMENTS 819,341.34