



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail

### City Council

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Monday, November 9, 2015

5:00 PM

City Hall Council Chambers

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**5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, November 9, 2015 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

**CALL OF ROLL**

**PRESENTATIONS/PROCLAMATIONS**

**MEETING PROTOCOL POLICY**

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

**5:02 PM PUBLIC FORUM**

**5:07 PM COUNCIL REPORTS**

**5:10 PM APPROVAL OF MINUTES**

[15-1732](#) Approve Council minutes for October 26, 2015 Worksession and Regular meetings.

**Attachments:** [October 26, 2015 Worksession](#)  
[October 26, 2015 Regular Meeting](#)

**5:11 PM CONSENT AGENDA**

*Any item on the consent agenda shall be removed for consideration by request of any one Councilmember, City staff, or the public and put on the regular agenda for discussion and consideration.*

1. [15-1733](#) Request by the Police Department to apply for a matching grant from the Minnesota Department of Public Safety for in squad computers.

2. [15-1735](#) Consider adopting a resolution accepting an anonymous donation of \$2000.00 to the Police Department to be distributed by police officers' at their discretion.

- Attachments:** [PD Anonymous Donation.pdf](#)
3. [15-1737](#) Police Sergeant Promotional Process.  
**Attachments:** [Police Sergeant Position DRAFT October 2015](#)
4. [15-1738](#) Adopte the revised job description for Building Inspector and authorize City staff to continue the process of filling the vacancy  
**Attachments:** [Building Inspector Position Description](#)
5. [15-1739](#) Group Dental Plan Renewal.  
**Attachments:** [Grand Rapids dental renewal 5% increase 2016](#)  
[Grand Rapids Dental Premium Collection 1-1-16 to 12-31-16](#)
6. [15-1742](#) Approve re-enrollment in the Flexible Benefits plan with SuperiorUSA and begin offering flex debit cards to participants for 2016.  
**Attachments:** [SuperiorUSA Flexible Benefits Re-enrollment Questionnaire](#)
7. [15-1743](#) Authorize City Staff to begin the process of creating an eligibility list for Part-time Hospital Security
8. [15-1747](#) Consider hiring the attached list of part-time intermittent maintenance workers for the 2015-16 Snow Removal Season.  
**Attachments:** [2015 11-9 PT Snow Removal List](#)
9. [15-1749](#) Consider approving the extension of Alan Waller as a part-time Fall maintenance employee.
10. [15-1750](#) Terminate temporary part-time employees for the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation
11. [15-1753](#) Hire regular part-time employees for the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation
12. [15-1757](#) Consider approving the Supplemental Letter Agreement (SLA) with SEH in the amount of \$195,578.78 for the engineering design related services for CP 2017-1, the 5th Street N and 8th Avenue NE Improvements Project.  
**Attachments:** [11-9-15 Attachment SLA 2017-1 for 5th St No and 8th Av No.pdf](#)
13. [15-1758](#) Consider approving the balancing change order and final pay estimate with Fahrner Asphalt in the amount of \$111,495.10 for AP 2015-1, the Crack Seal Project.  
**Attachments:** [11-9-15 Attachment AP 2015-1 Balancing Change Order.pdf](#)  
[11-9-15 Attachment AP 2015-1 Final Pay Application.pdf](#)
14. [15-1760](#) Consider authorizing the submittal of a grant application to MnDOT for the



Transportation Alternative Program (TAP) and adopting the two resolutions that are part of the grant application.

**Attachments:** [11-9-15 Attachment TAP Grant App Map.pdf](#)

[11-9-15 Resolution Agreeing To Maintain Facility CP 2015-3 TAP Application.pc](#)

[11-9-15 Resolution of Sponsorship CP 2015-3 TAP Application.pdf](#)

15. [15-1761](#) Approve renewal liquor licenses for 2016, contingent upon receipt of all required documentation and fees.
16. [15-1734](#) Hire part time employees for Park & Recreation / I.R.A. Civic Center through Personnel Dynamics retroactive to September 21, 2015

**5:14 PM SETTING OF REGULAR AGENDA**

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

**5:15 PM ACKNOWLEDGE BOARDS & COMMISSIONS**

17. [15-1759](#) ~ September 16, 2015 HRA Minutes  
~ September 30, 2015 Human Rights Minutes
- Attachments:** [September 16, 2015 HRA Minutes](#)  
[September 30, 2015 Human Rights Minutes](#)

**5:16 PM DEPARTMENT HEAD REPORT**

18. [15-1766](#) Pokegama Golf Course ~ Bob Cahill

**5:25 PM COMMUNITY DEVELOPMENT**

19. [15-1752](#) Consider approval of a purchase agreement, submitted by Mrs. Lola Pohl, involving a portion of City parcel 91-410-6570.
- Attachments:** [Pohl PA map](#)  
[Pohl purchase agreement](#)

**5:30 PM ADMINISTRATION DEPARTMENT**

20. [15-1741](#) Employee Assistance Program
- Attachments:** [Sand Creek Group, Ltd.](#)  
[The Sand Creek Group, Ltd. Agreement](#)
21. [15-1748](#) Appointment of William Thayer to Firefighter position.

**5:40 PUBLIC HEARINGS  
PM**

22. [15-1740](#) Conduct a Public Hearing to consider the issuance and sale not to exceed \$2,600,000 in Tax-Exempt Revenue Notes for the Charles K. Blandin Foundation and approve a resolution authorizing the issuance and sale of the following Revenue Notes for the Charles K. Blandin Foundation, Series 2015A and authorize the Mayor and City Administrator to sign required documents.  
**Attachments:** [Grand Rapids-Blandin Note Resolution-v2.pdf](#)  
[Grand Rapids-Blandin DEED Application-v2.pdf](#)
23. [15-1754](#) Conduct a public hearing to receive input on granting a 3.2 Malt Liquor License and On-sale wine license with authorization for strong beer for Fuji Grand Rapids Inc., DBA Fuji Japanese Restaurant located at 208 NE 3rd Street, Grand Rapids, MN 55744.
24. [15-1755](#) Consider approving a 3.2 Malt Liquor License and On-sale wine license with authorization for strong beer for Fuji Grand Rapids Inc., DBA Fuji Japanese Restaurant located at 208 NE 3rd Street, Grand Rapids, MN contingent up receipt of all required documentation and pro-rated fees.  
**Attachments:** [Fuji Japanese Restaurant On-Sale Application](#)

**6:10 VERIFIED CLAIMS  
PM**

25. [15-1756](#) Consider approving the verified claims for the period October 20, 2015 to November 2, 2015 in the total amount of \$893,781.72.  
**Attachments:** [COUNCIL BILL LIST 11-09-2015.pdf](#)

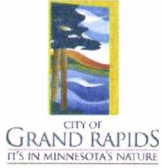
**6:15 ADJOURNMENT  
PM**

*NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 23, 2015, AT 5:00 P.M.*

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

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

*Attest: Kimberly Gibeau, City Clerk*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 15-1732      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 10/27/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Approve Council minutes for October 26, 2015 Worksession and Regular meetings.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [October 26, 2015 Worksession](#)  
[October 26, 2015 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Approve Council minutes for October 26, 2015 Worksession and Regular meetings.





# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, October 26, 2015

4:00 PM

Conference Room 2A

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**CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, October 26, 2015 at 4:02 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

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

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

### Discussion Items

1. A presentation on fiscal disparities by Jeff Walker, Itasca County Auditor/Treasurer

*Jeff Walker, Itasca County Auditor, provides an overview on Fiscal Disparities.*

*Specifically noted:*

- ~ Maximum contribution from Grand Rapids*
- ~ Equation explanation*
- ~ Reasoning for fiscal disparities*
- ~ Time frame from approval to effect*

**Received and Filed**

2. A presentation by Dr. Bruce Thomas, ISD 318 Superintendent, on the school districts proposed bond referendum for two new elementary schools.

*Dr. Thomas & Sue Zeige, ISD 318 School Board, discusses the proposed bond referendum to construct two new elementary schools. Dr. Thomas explains the process for determining the need for the new schools, as community grows. Also discussed the projected cost of the new build projects and funding.*

**Received and Filed**

3. Review 5:00 PM Regular Meeting

*Following review, item #9, ISD 318 Bond Referendum Resolution is moved from the Consent to Regular agenda as item #15a.*

### ADJOURN

*Meeting adjourned at 5:13 PM.*

*Respectfully submitted & certified: Kimberly Gibeau, City Clerk*



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, October 26, 2015

5:00 PM

City Hall Council Chambers

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**5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, October 26, 2015 at 5:14 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

**5:01 PM PRESENTATIONS/PROCLAMATIONS**

Proclaim Service Dog Education & Awareness Day.

*A proclamation is read into the record, proclaiming November 6, 2015 Service Dog Education & Awareness Day.*

**Received and Filed**

### MEETING PROTOCOL POLICY

**5:03 PM PUBLIC FORUM**

*Steve Schaar, Asst Police Chief, states that MN Energy Resources is granting funds to the Police and Fire Departments in the total amount of \$2,428 for the purchase of equipment. This item is listed on the consent agenda as item #1, requesting the acceptance of the grant funds and adoption of the resolution.*

**5:10 PM COUNCIL REPORTS**

*None.*

**5:15 PM APPROVAL OF MINUTES**

Approve City Council minutes for Tuesday, October 13, 2015 Worksession and Regular Meetings.

**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.**

**5:16 CONSENT AGENDA  
PM**

1. Consider adopting a resolution accepting a grant donation of \$1,428.00 to purchase one (1) portable oxygen unit and five (5) hooligan tools for the Police Department and \$1000 donation for gas monitors for the Fire Department from Minnesota Energy Resources.  
**Adopted Resolution 15-86 by consent roll call**
2. Adopt a resolution allowing the Grand Rapids Police Department to accept a donation of \$50.00 from Robert & Linda Stein to be used for Citizens Academy.  
**Adopted Resolution 15-87 by consent roll call**
3. Accept summary of conclusions of evaluations of performance for City employee pursuant to Minn. Stat. sec. 13D.05, subd. 3(a) specifically Tom Pagel.  
**Approved by consent roll call**
4. Hire regular part-time employees for the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation  
**Approved by consent roll call**
5. Group Vision Care Plan Renewal Agreement and Premium Collection Form  
**Approved by consent roll call**
6. Hire William Block as Community Service Officer Trainer through Personnel Dynamics.  
**Approved by consent roll call**
7. Consider waiving the statutory liability to the extent of the coverage purchased.  
**Approved by consent roll call**
8. Adopt a resolution to approve Court Data Services Subscriber to CJDN Subscriber Agreement  
**Adopted Resolution 15-88 by consent roll call**
10. Approve temporary liquor license for the Grand Rapids Players, event to be held on November 20, 2015 at MacRostie Art Center.  
**Approved by consent roll call**



11. Petra Marquart and Associates Letter of Agreement.

**Approved by consent roll call**

**Approval of the Consent Agenda**

**A motion was made by Councilor Zabinski, seconded by Councilor Christy, to approve Consent agenda as amended, moving item #9 to the Regular agenda as item #15a. The motion carried by the following vote**

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

**5:18 SETTING OF REGULAR AGENDA  
PM**

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

**ACKNOWLEDGE BOARDS & COMMISSIONS**

12. Acknowledge:  
September 15, 2015 Golf Board Minutes  
August 26, 2015 Human Rights Minutes  
July 15, 2015 Civic Center, Park & Rec Board Minutes  
September 1, 2015 Arts & Culture Minutes  
September 9, 2015 Library Board Minutes  
September 16, 2015 PUC Minutes  
September 29, 2015 PUC Special Meeting Minutes

**Acknowledge Boards and Commissions**

**5:20 DEPARTMENT HEAD REPORT  
PM**

13. Finance Department Head Report

*Finance Director Barb Baird, presents semi-annual report, highlighting the following:*

- ~ General Fund revenues for the year*
- ~ Library special revenue fund*
- ~ Civic Center Revenue*
- ~ Finance Department staff*

**Received and Filed**

**5:30 COMMUNITY DEVELOPMENT  
PM**

14. Consider approval of a proposal, submitted by Braun Intertec, Inc., for professional services involving the preparation of a Phase I and Phase II Environmental Assessment for the former Public Works/Syndicate Park site.

**A motion was made by Councilor Zabinski, seconded by Councilor Zeige, to approve proposal with Braun Intertec, Inc. 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

**5:35 ADMINISTRATION DEPARTMENT  
PM**

15. Consider appointment to Arts & Culture Commission.

*Councilor Zabinski has met with Ms. Yellowbird regarding the Arts & Culture Commission and the current vacancy and recommends appointment.*

**A motion was made by Councilor Ed Zabinski, seconded by Councilor Rick Blake, to appoint Leah Yellowbird to fill the unexpired vacancy on the Arts & Culture Commission through December 31, 2015 and to fill the following term, expiring December 31, 2018. The motion PASSED by unanimous vote.**

- 15a. A resolution supporting Independent School District (ISD) 318 in their efforts to pass a bond referendum for two elementary schools.

**A motion was made by Councilor Zabinski, seconded by Councilor Zeige, adopting Resolution 15-89, supporting the ISD 318 bond referendum for two new elementary schools. The motion carried by the following vote.**

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

**5:40 VERIFIED CLAIMS  
PM**

16. Consider approving the verified claims for the period October 6, 2015 to October 19, 2015 in the total amount of \$531,032.24.

**A motion was made by Councilor Christy, seconded by Councilor Blake, approving the verified claims as presented. The motion carried by the following vote.**

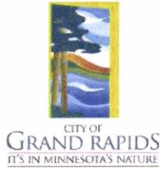
**Aye** 5 - Councilor Dale Christy  
Councilor Ed Zabinski  
Mayor Dale Adams  
Councilor Bill Zeige  
Councilor Rick Blake

**5:45 ADJOURNMENT  
PM**

**A motion was made by Councilor Ed Zabinski, seconded by Councilor Dale Christy, adjourning the meeting at 5:47 PM. The motion PASSED by unanimous vote.**

*Respectfully submitted and certified: Kimberly Gibeau, City Clerk*





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1733      **Version:** 1      **Name:** Request by the Police Department to apply for a matching grant from the Minnesota Department of Public Safety for in squad computers.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/28/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Request by the Police Department to apply for a matching grant from the Minnesota Department of Public Safety for in squad computers.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Request by the Police Department to apply for a matching grant from the Minnesota Department of Public Safety for in squad computers.

### **Background Information:**

The Police Department was notified by the Minnesota Department of Public Safety for grants they are awarding cities for in squad computers. The in squad computers we currently have are at the end of their life expectancy, and with the new RMS system currently in place, the in squad computers are running much slower and do not perform well with the new software programs. We have also replaced several in squad computers over the past couple of years due to their age and hardware malfunctions.

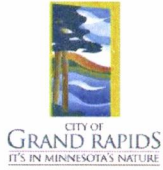
The IT Department has a replacement schedule for our in squad computers, currently we anticipate replacing several each year until they are all replaced. The Police Department is requesting to apply for this matching grant of up to \$24,604.95 dollars. Matching funds are included in our 2016 CIP budget and levy.

### **Staff Recommendation:**

It is our recommendation to allow the police department to apply for this matching grant from the Minnesota Department of Public Safety.

### **Requested City Council Action**

If the council so desires, please consider a request by the police department to apply for a matching grant for in squad computers from the Minnesota Department of Public Safety.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1735      **Version:** 1      **Name:** Consider adopting a resolution accepting an anonymous donation of \$2000.00 to the Police Department to be used for charitable donations.

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

**File created:** 10/29/2015      **In control:** City Council

**On agenda:** 11/9/2015      **Final action:**

**Title:** Consider adopting a resolution accepting an anonymous donation of \$2000.00 to the Police Department to be distributed by police officers' at their discretion.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [PD Anonymous Donation.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting an anonymous donation of \$2000.00 to the Police Department to be distributed by police officers' at their discretion.

### **Background Information:**

Two anonymous citizens approached the police department. They donated \$2,000 expressing their desire that the funds be distributed by police officers' to the public at their discretion.

### **Staff Recommendation:**

Please consider adopting a resolution to accept an anonymous donation of \$2000.00 to the police department to be distributed by officers to the public at their discretion.

### **Requested City Council Action**

Consider adopting a resolution to accept an anonymous donation of \$2000.00 to the police department to be distributed by officers to the public at their discretion.

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

RESOLUTION NO. 15-

A RESOLUTION ACCEPTING A \$2,000 DONATION FROM ANONYMOUS DONORS TO THE GRAND RAPIDS POLICE DEPARTMENT TO BE DISTRIBUTED TO THE PUBLIC AT THE OFFICERS' DISCRETION

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:

- Anonymous donors have donated \$2,000.00 to the Grand Rapids Police Department to be distributed to the public at the officers' discretion.

Adopted this 9th day of November 2015

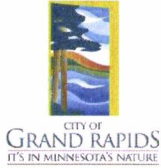
\_\_\_\_\_  
Dale C. Adams, Mayor

Attest:

\_\_\_\_\_  
Kimberly Johnson-Gibeau, City Clerk

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





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1737      **Version:** 1      **Name:** Police Sergeant Promotional Process.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/30/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Police Sergeant Promotional Process.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Police Sergeant Position DRAFT October 2015](#)

Date	Ver.	Action By	Action	Result
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Police Sergeant Promotional Process.

**Background Information:**

There has been a Police Sergeant vacancy since the retirement of Bill Giese on May 30, 2014. We typically have four Police Sergeants, one assigned to each crew and one Administrative Sergeant that typically works days in the office. The job description has been reviewed and changes are being recommended. Police Chief Scott Johnson and Assistant Police Chief Steve Schaar have also created the following timeline for filling the vacancy:

November 9, 2015	City Council Direction/Approve Updated Job Description
November 10, 2015	Posting
November 10, 2015	Distribution of reading list
December 4, 2015	Closing date for cover letter and resume
December 15, 2015	Interviews/Written exam
December 16, 2015	Interviews/Written exam
January 5, 2016	Results posted
January 6, 2016	RCA placed on City Council Agenda to create eligibility list and approve recommendation for promotion
January 11, 2016	City Council considers approving promotion effective January 25, 2016
January 25, 2016	Introduction to City Council
January 24, 2017	Eligibility List Expires

Weight of Each Component:

70% Oral Interview

30% Written exam

**Staff Recommendation:**

City Administrator Tom Pagel and Human Resources Director Lynn DeGrio are recommending that the process of filling the Police Sergeant vacancy begins using the attached timeline. We will come back to the City Council at a later date with a recommendation for the vacant position.

**Requested City Council Action**

Consider adopting the revised Police Sergeant Job Description and authorize City Staff to begin the process of filling the Police Sergeant vacancy.

## **City of Grand Rapids Job Description**

Job Title: **Police Sergeant**  
Department: Police  
FLSA Status: Non-exempt  
Approved By:  
Approved Date:

### **Summary**

Supervises, assigns, reviews and participates in work of sworn and non-sworn staff responsible for providing patrol, traffic, investigations, crime prevention, records, animal control, community relations, training and related services and activities; acts as watch commander; ensures work quality and adherence to established policies and procedures; enforces laws and ordinances; participates in community based policing activities and programs; performs a variety of technical and administrative tasks in support of law enforcement services and activities; and performs related work as required. Work is performed under the general direction of the Assistant Chief of Police. Absent a higher ranking officer, the responsibility to assure shift operational efficiency shall be the primary responsibility of the Police Sergeant.

### **Essential Duties and Responsibilities**

The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

- Plan, coordinate, prioritize, assign, supervise, review and participate in the work of sworn and non-sworn personnel on an assigned shift.
- Participate in administration of the department's budget, as well as grant allocations; submit recommendations; monitor expenditures; participate in other administrative functions as assigned.
- Function as team supervisor, assuming command at police incidents and providing assistance to subordinates as necessary.
- Monitor work activities to ensure compliance with established policies and procedures; participate in the development of policies and procedures; make recommendations for changes and improvements to existing policies and procedures.
- Conduct periodic equipment inspections, coordinating maintenance and repair of equipment and vehicles.

- Supervise records personnel, community service officers and other non-sworn personnel.
- Prepare and maintain shift schedules; schedule time off and leave requests.
- Act as liaison with other outside agencies and the public.
- Establish and maintain effective working relationships within the police department, city departments and other government and non-profit service agencies.
- Anticipate potentially libelous situations; reduce or eliminate civil exposure.
- Answer questions from the public concerning local and state laws, procedures and activities of the department; participate in community meetings, including oral presentations.
- Train and evaluate personnel; provide training, guidance and counseling to assigned personnel; complete employee performance evaluations and reviews as required on sworn and non-sworn personnel; promote career development of department members.
- Review, approve and provide direction regarding police investigation reports and forms.
- Participate in all normal shift activities, including enforcing laws, issuing citations, making arrests, investigating reported crimes, administering first-aid, keeping the peace and completing necessary forms and reports.
- Prepare regular and special reports as directed.
- Coordinate and supervise special programs and areas of responsibilities as assigned by the Assistant Chief of Police.
- Supervise and assist subordinates in criminal investigations.
- Coordinate the activities of sworn and non-sworn personnel in planning for and addressing emergencies.
- Supervise, schedule, assign, instruct and evaluate subordinates to ensure adherence to law and applicable department policies and procedures.
- Review the work performance of subordinates on a continuous basis, and conduct formal performance evaluations on assigned personnel.



- Accept, document and process citizen complaints regarding officers' conduct or department procedures in accordance with agency directions.
- Promote positive department relationships with the service community and participate in agency crime prevention and youth relations activities as required.
- Review reports and logs to keep abreast of police activities and make or recommend necessary changes in procedures and practices.
- Conduct periodic appearance and equipment inspection of assigned personnel in accordance with department directives.
- Build cohesive work teams.
- Make training and discipline recommendations on assigned personnel.
- Respond to police calls and/or emergencies as directed.
- Maintain individual police skills, including physical conditioning. Stay abreast of law enforcement developments and changes in related laws and ordinances.
- Keep the Assistant Chief advised of relevant developments and perform other duties as assigned.

### **Knowledge, Skills, Abilities and Competencies**

The requirements listed below are representative of the knowledge, skill, ability and competency sets required to complete the essential functions at a satisfactory level.

- Knowledge of and the ability to apply modern police methods and procedures, including patrol, crime prevention, traffic control and investigation.
- Knowledge of pertinent local, state and case laws, including laws and procedures governing the apprehension, arrest and custody of persons.
- Knowledge of rules of evidence pertaining to search, seizure and preservation of evidence.
- Knowledge of policies and techniques pertaining to the use of force.
- Knowledge of the use, operation and maintenance of police equipment, including police radios, vehicles, TASER and chemical irritants.
- Knowledge of and the ability to use computers and law enforcement records systems.



- Knowledge of and the ability to use methods and techniques in interviewing.
- Ability to effectively communicate in oral and written form.
- Knowledge and ability to effectively practice leadership, supervision, team building, career development, coaching, mentoring and performance evaluation.
- Ability to supervise, organize, schedule, evaluate, train and review work of sworn and non-sworn employees.
- Ability to gather, assemble, analyze, evaluate and use facts and evidence
- Ability to obtain information through observation, investigation, and interviewing of victims, complainants, witnesses and suspects.
- Competency in conducting and supervising a variety of criminal and special investigations.
- Ability to control violent people and affect arrests.
- Knowledge in the use and care of firearms, other police equipment and vehicles.
- Ability to exercise sound judgment and rational thinking under dangerous and stressful conditions.
- Ability to interpret, apply and make decisions in accordance with applicable local and State laws and regulations.
- Ability to interpret, explain and apply department policies and procedures.
- Ability to think clearly and act quickly in a variety of situations.
- Competency in performing the full range of law enforcement assignments.
- Ability to communicate clearly and concisely in both written and verbal form, including preparing clear and concise police reports and correspondence.
- Ability to engage tactfully and courteously with the public, other departments and law enforcement agencies.
- Competency in responding to requests from the public in a timely manner.
- Ability to work irregular hours, including weekends, evenings and holidays.
- Competency in achieving weapons qualifications for firearms and TASER.

**Education/Experience**

In addition to meeting the minimum requirements for a Minnesota Peace Officer, a Grand Rapids Police Sergeant must:

- Have a minimum of five years full- time experience as a peace officer at time of appointment.
- Have a minimum of three years full-time experience as a Grand Rapids Police Officer at time of appointment.
- Possess a peace officer's license to practice law enforcement as issued by the Minnesota Board of Peace Officers Standards and Training.
- Minimally possess an Associates of Arts degree from an accredited college or university.
- Have a valid Minnesota Driver's License
- Maintain certification as an Emergency Medical Responder

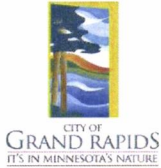
**Physical Demands**

The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.

Essential functions may require maintaining physical condition necessary for sufficient mobility to work in a law enforcement setting; restrain or subdue individuals; walk, stand, sit or run for a prolonged period of time; occasionally stoop, bend, kneel, crouch, reach and twist; occasionally climb and balance, regularly push, pull, lift, and/or carry light to moderate weights; wear a police utility belt; operate law enforcement and general office equipment including computers; requires a sense of touch, finger dexterity and gripping with hands and fingers; ability to communicate verbally to exchange information; ability to operate a vehicle; ability to operate firearms, TASER, knives, impact weapons and handcuffs; see in the normal visual range with or without correction; vision sufficient to read computer screens and printed documents and to operate equipment; hear in the normal audio range with or without correction.

The above duties are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

*This job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	15-1738	<b>Version:</b>	1	<b>Name:</b>	Building Inspector position.
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	10/30/2015	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	11/9/2015	<b>Final action:</b>			
<b>Title:</b>	Adopte the revised job description for Building Inspector and authorize City staff to continue the process of filling the vacancy				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Building Inspector Position Description</a>				

Date	Ver.	Action By	Action	Result
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Adopte the revised job description for Building Inspector and authorize City staff to continue the process of filling the vacancy

### **Background Information:**

We have been attempting to fill the Building/Fire Inspector position that will be vacated by Nathan Morlan for quite some time. An offer of employment was made, but later rescinded. We have reviewed the job description along with the duties of the position in greater detail, and have determined that a change is needed to adequately fill the position.

Because of the workload, we feel it would be best to separate the Building Inspector position and the Fire Inspector position. We have amended the job description to reflect the changes we are proposing. Fire Chief Mike Liebel and I will come back to the City Council with a recommendation on how to fill the part-time Fire Inspector position.

### **Staff Recommendation:**

Community Development Director Rob Mattei, Building Official Travis Cole, and Human Resources Director Lynn DeGrio are recommending the City Council adopt the revised job description for Building Inspector and authorize staff to continue the process of filling the vacancy. We will come back to you at a later date with a recommendation for hire.

### **Requested City Council Action**

Consider adopting the revised job description for Building Inspector and authorize City staff to continue the process of filling the vacancy.



## POSITION DESCRIPTION

**CLASS TITLE:** Building Inspector  
**DEPARTMENT:** Community Development  
**DATE:**  
**LOCATION:** City of Grand Rapids

### **GENERAL PURPOSE:**

Performs a variety of routine and complex technical work to complete plan review and building, plumbing and mechanical inspection activities for residential construction and assists the Building Official with commercial plan reviews and inspections; assists in administering the City's Property Maintenance Code and performs related duties as required.

### **SUPERVISION RECEIVED**

Works under the general supervision of the Building Official.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Performs all on-site inspections assigned by the Building Official, which include but are not limited to inspections of footings, foundations, framing, plumbing, mechanical systems; documents inspections, and writes correction orders.

Maintains records of building and inspection activity. Prepares permits, forms and all other documentation as required.

Performs residential plan reviews and assists in performing commercial plan reviews.

Assists in the enforcement of City ordinances and building related codes.

Assists in researching problems and complaints regarding commercial and residential buildings, building construction and code compliance. Responds to complex and sensitive building issues.

Assists in resolving complex and sensitive customer service issues, either personally, by telephone or in writing. Maintains records and documents of customer service issues and resolutions.

Assists in administering the permitting functions, including application processing, fee assessment and permit issuance, when needed.

Explains, interprets and provides guidance regarding all applicable codes within area of responsibility to architects, engineers, contractors, developers and other interested parties.

Works in cooperation with other city departments regarding permitting of applications and resolving associated issues.

Conducts follow-up on Building Code, or other ordinance violations to ensure appropriate corrective action has been taken.

Interprets building and code requirements for contractors and the public in concert with the Building Official and the Community Development Director. Recognizes opportunity to provide guidance and service to the public as a means of developing community understanding and cooperation (public relations) in matters related to building inspection and code enforcement. Educates property owners and attempts to achieve cooperation. Serves as an information resource.

Issues citations as justified and testifies in court when required. Works with City Attorney's Office in preparing evidence for court proceedings relating to Building Code Enforcement.

Develops and updates forms and informational handouts.

Works with Community Development Administrative Assistant and Building Official to maintain property records for building permits and/or enforcement actions.

Assists the Building Official with the issuance of building permits.

Assumes the responsibilities of the Building Official during absences, as qualified.

Performs other duties and assumes other responsibilities as are apparent or delegated.

## **QUALIFICATIONS**

### **Required:**

- Certification as a Building Official Limited by the Building Code Division, Department of Administration, State of Minnesota, or ability to obtain within six (6) months.
- One year experience in residential Building Inspection that includes field inspection, or three years relevant construction experience.
- Proficiency in standard office software.
- Must possess a valid Class D Minnesota driver's license with no suspensions or revocations within the past five (5) years.

### **Desired:**

- Certified as a Building Official.
- A.A.S. degree in building inspection, or closed related field.
- Residential and/or Commercial construction trades experience.
- ICC Certification as a Plan Reviewer, Commercial Inspector, or Residential Inspector.

### **Necessary Knowledge, Skills and Abilities:**

- a) Knowledge of city, state and/or federal construction codes, ordinances, related laws and regulations including building, mechanical and plumbing.
- b) Ability to establish and maintain an effective working relationship with property owners, developers, contractors and the public, thereby ensuring their understanding, cooperation and compliance with Building Codes.
- c) Ability to communicate, both orally and in written form, in a clear, effective, tactful and courteous manner.
- d) Ability to work effectively with other dept. members and staff in a fast-paced team environment.
- e) Ability to work independently with a strong self-motivation and effective time management.
- f) Ability to exercise sound judgment in accurately, objectively and fairly applying codes in response to questions from other government officials and the public.
- g) Ability to understand and carry out written and oral instructions.
- h) Ability to read/interpret architectural plans.
- i) Able to prepare and maintain accurate written reports.



**TOOLS AND EQUIPMENT USED:**

Personal computer, including word processing and database entry and querying, motor vehicle, calculator, engineer's scale, and architect's scale.

**PHYSICAL AND MENTAL DEMANDS:**

The physical demand described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

A significant part of the work is performed in outdoor settings, as work is required in inspecting construction sites. Part of the work is performed in an office setting, such as reviewing plans and specifications, preparing reports, and providing customer service. Hand-eye coordination is necessary to operate computers and various pieces of office equipment.

While performing the duties of this job, the employee is routinely required to stand; walk; use hands to finger, handle, feel or operate objects, tools, or controls; and reach with hands and arms. The employee is routinely required to sit; climb or balance; stoop, kneel, crouch, or crawl; talk or hear.

**WORK ENVIRONMENT:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee often works in outside weather conditions. The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, or airborne particles.

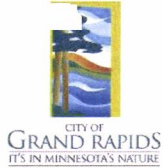
The noise level in the work environment is usually quiet in the office, and moderate to loud in the field.

**SECTION GUIDELINES:**

Formal application, rating of education and experience, oral interview, reference check and job-related tests may be required.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1739      **Version:** 1      **Name:** Group Dental Plan Renewal.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/30/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Group Dental Plan Renewal.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Grand Rapids dental renewal 5% increase 2016](#)  
[Grand Rapids Dental Premium Collection 1-1-16 to 12-31-16](#)

Date	Ver.	Action By	Action	Result
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Group Dental Plan Renewal.

**Background Information:**

The City of Grand Rapids has provided dental benefits to the Non-Represented, Library Union, and Police Unions for several years. The rates for the contract term January 1, 2016-December 31, 2016 have increased by approximately 5%. The City pays for the single portion of the rate, which is increasing from \$27.30 to \$28.65 per month. If an employee opts for the Single + Spouse, Single + Child(ren), or Family coverage, they are credited with the single coverage rate and pay the difference.

**Staff Recommendation:**

Human Resources Director Lynn DeGrio is recommending renewing the contract with Delta Dental for the Contract Term January 1, 2016 - December 31, 2016 and continuing to credit eligible employees with the single coverage rate of \$28.65 per month.

**Requested City Council Action**

Consider renewing the contract with Delta Dental for the Contract Term January 1, 2016 - December 31, 2016 and continue to credit eligible employees with the single coverage rate of \$28.65 per month and authorize the Mayor to sign the attached Premium Collection Form.





Delta Dental of Minnesota

October 23, 2015

LYNN DEGRIO  
CITY OF GRAND RAPIDS  
420 N POKEGAMA AVE  
GRAND RAPIDS MN 55744

RE: Group Contract # 386885  
Contract Term: January 1, 2016 – December 31, 2016

Dear Lynn:

Thank you for choosing Delta Dental of Minnesota as your partner in maintaining good oral health through the quality dental benefits provided under your dental policy.

**This letter is to inform you that your dental policy is currently up for renewal. To remain in your current dental plan for the above listed contract terms, simply continue to pay your premiums and your coverage will continue.** Renewal of your contract is based on the assumption that your group continues to meet Delta Dental's underwriting guidelines. As part of the annual review of our dental policies, you may incur an adjustment in your monthly premium rates:

	# Enrolled	Current Rates	Renewal Rates
Employee	17	\$27.30	\$28.65
Employee + Sp	11	\$56.10	\$58.90
Employee + Ch	5	\$56.95	\$59.80
Family	15	\$90.40	\$94.90

Please note that this letter is not a bill. You will be billed separately or payment will be deducted automatically (based on your preferred payment method) according to your current payment schedule.

Delta Dental appreciates your on-going business and we look forward to continuing our commitment to excellent service and quality dental benefits for you and your employees. If you have any questions concerning your coverage, rates or wish to request a hard copy of your benefit booklet, please contact your broker or Delta Dental Connect<sup>SM</sup> at 1-800-906-5250.

Sincerely,

Chris Earl  
Senior Vice President Sales & Business Development

Copy: Delta Dental Connect  
Allan Roth - A.T. Group LLC (Please deliver original letter to client)  
Direct Benefits Inc.

**Corporate Address**

500 Washington Avenue South  
Suite 2060  
Minneapolis, MN 55415-1163

Telephone: 612-224-3300  
Toll Free: 1-877-268-3384  
DeltaDentalMN.org

**Mailing Address**

PO Box 9304  
Minneapolis, MN 55440-9304



# Premium Collection Form

EMPLOYER NAME: Grand Rapids BRANCH: \_\_\_\_\_

CLIENT ID: 4601-8353-6645 ,BS04 & BS04R

If you have multiple branches, subsidiaries, or locations and offer different benefit plans/premiums for each, please complete a separate form for each group.

**PLEASE NOTE:** To maintain compliance with federal law, COBRAToday requires that any changes in rates must be submitted to COBRAToday at least 15 days before the effective date. Failure to supply any changes in rates by this deadline will result in a delay of the effective date for the rate change. If received within 15 days of the effective date, implementation will be delayed until the first of the month following the month in which the rates were received. Under federal law, COBRAToday cannot charge Participants retroactive premium changes. If you fail to communicate any changes in rates before COBRAToday's deadline, you may have to pay the premium difference to your carrier. COBRAToday will not have any liability for any losses in premium differences due to a Plan Sponsor's failure to communicate rate changes or corrections in a timely manner.

EFFECTIVE DATE: From 1/1/2016 Through 12/31/2016 (Use separate form for different effective dates.)

**BENEFIT PLAN INFORMATION:** Please supply the exact carrier rates. COBRAToday will add the 2% administration fee if applicable. If Plans are age-rated, attach age-rated tables as provided by the carrier. The carrier information requested below is for informational purposes only. COBRAToday will not notify carriers directly of any COBRA changes unless contracted to do so through our Premium Services Department.

Coverage Type	Plan Name	Employee Only	Employee + Spouse	Employee + 1 Child	Employee + Family	Employee + Children
Medical (Opt 1):		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Is this Plan Self-Funded?  No  Yes  
 Does this Plan replace a former Plan?  No  Yes Name of former Plan \_\_\_\_\_  
 COBRA Period Begins:  First of the month following qualifying event  Day after qualifying event  Other (please specify): \_\_\_\_\_  
 Insurance Carrier Name: \_\_\_\_\_ Carrier Address: \_\_\_\_\_

Medical (Opt 2):		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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Is this Plan Self-Funded?  No  Yes  
 Does this Plan replace a former Plan?  No  Yes Name of former Plan \_\_\_\_\_  
 COBRA Period Begins:  First of the month following qualifying event  Day after qualifying event  Other (please specify): \_\_\_\_\_  
 Insurance Carrier Name: \_\_\_\_\_ Carrier Address: \_\_\_\_\_

Medical (Opt 3):		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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Is this Plan Self-Funded?  No  Yes  
 Does this Plan replace a former Plan?  No  Yes Name of former Plan \_\_\_\_\_  
 COBRA Period Begins:  First of the month following qualifying event  Day after qualifying event  Other (please specify): \_\_\_\_\_  
 Insurance Carrier Name: \_\_\_\_\_ Carrier Address: \_\_\_\_\_

Dental:	<b>Pathfinder</b>	\$ <b>\$28.65</b>	\$ <b>\$58.90</b>	\$ <b>\$0.00</b>	\$ <b>\$94.90</b>	\$ <b>\$59.80</b>
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Is this Plan Self-Funded?  No  Yes  
 Does this Plan replace a former Plan?  No  Yes Name of former Plan **Delta Pathfinder Den**  
 COBRA Period Begins:  First of the month following qualifying event  Day after qualifying event  Other (please specify): \_\_\_\_\_  
 Insurance Carrier Name: **Delta Dental** Carrier Address: \_\_\_\_\_

Vision:		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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Is this Plan Self-Funded?  No  Yes  
 Does this Plan replace a former Plan?  No  Yes Name of former Plan \_\_\_\_\_  
 COBRA Period Begins:  First of the month following qualifying event  Day after qualifying event  Other (please specify): \_\_\_\_\_  
 Insurance Carrier Name: \_\_\_\_\_ Carrier Address: \_\_\_\_\_

HRA:		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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Other:		\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
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FSA Plan Year End Date: \_\_\_\_\_ Annual Maximum: \$ \_\_\_\_\_

★ Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

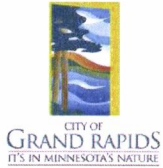
Please fax completed form(s) to 608-663-2753.

TASC • 2302 International Lane • Madison, WI 53704-3140 • 1-800-422-4661 • Fax: 608-663-2753 • www.tasconline.com

The information in this communication is confidential and may only be used by the authorized recipient only for its intended purpose only. Any other use or disclosure is prohibited.

CO-0007-103012





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1742      **Version:** 1      **Name:** Flexible Benefits plan with SuperiorUSA.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/2/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Approve re-enrollment in the Flexible Benefits plan with SuperiorUSA and begin offering flex debit cards to participants for 2016.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [SuperiorUSA Flexible Benefits Re-enrollment Questionnaire](#)

Date	Ver.	Action By	Action	Result
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Approve re-enrollment in the Flexible Benefits plan with SuperiorUSA and begin offering flex debit cards to participants for 2016.

**Background Information:**

It is once again enrollment season for the Flexible Benefits plan with SuperiorUSA. In order to begin the re-enrollment process, we have completed the attached Re-enrollment Questionnaire and will need to return it to SuperiorUSA. Once received, SuperiorUSA will prepare employee enrollment kits for each benefit eligible employee.

SuperiorUSA encourages us to consider offering flex debit cards to our participants for 2016. More and more cards go into circulation each year and the results industry-wide are astounding in terms of increased participant satisfaction and increased participation rates. I have selected the flex debit card feature on the Re-enrollment Questionnaire. According to the terms of the agreement:

*With the debit card, participants don't have to pay out of pocket and then wait for reimbursement, and on most purchases, they don't even have to submit claim forms and receipts.*

*Debit cards do carry an additional charge per participant with the card, depending on the number of participants in your plan and whether you choose employer or employee-paid cards. The cards can be paid for either by the employer (so all participants will receive the card) or paid for by the participant. If the card is participant paid, then it is a voluntary feature that they can choose along with their annual election. Each participant with the card can get a second card at no charge for their spouse or dependents.*

We are recommending that because the card is optional, if the participant is interested in using the feature, he or she will pay any fees associated with the use of the card.

**Staff Recommendation:**

Human Resources Director Lynn DeGrio is recommending continuing the Flexible Benefits plan with SuperiorUSA and begin offering flex debit cards to participants for 2016.

**Requested City Council Action**

Consider re-enrollment in the Flexible Benefits plan with SuperiorUSA and begin offering flex debit cards to participants for 2016.

## SuperiorUSA Flexible Benefits Re-enrollment Questionnaire

Please complete this Re-enrollment Questionnaire for your Flexible Benefits plan with SuperiorUSA. Completed forms can be returned to SuperiorUSA via email at [dcwaldron@superiorusa.com](mailto:dcwaldron@superiorusa.com) or via fax at 218-725-9161 or toll free fax (877) 422-5192. If you have any questions regarding this form or the enrollment process, please contact Deb Waldron at (218) or (877) 529-2477 x 15.

**\*\* Please take special note of the information you provide under Section A Plan Sponsor Information and any other plan design updates you request as we will be incorporating them into the current plan document restatement process to update your existing plan provisions. \*\***

- All participants (current and new) must make a new election for their flex accounts for the new plan year.
- SuperiorUSA needs a one-week minimum turnaround time for the delivery of enrollment kits and materials if by mail and three days for processing if you're requesting electronic-only enrollment materials.
- All completed enrollment censuses or forms should be returned to SuperiorUSA by November 25, 2015 in order to ensure the timely and accurate setup of your new flex accounts and ordering of your flex debit cards for arrival by the start of the plan year.
- The attached custom electronic census template should be used to return enrollment data to SuperiorUSA. If you use the electronic census, then SuperiorUSA does not need copies of the paper enrollment forms (but the employer should still retain hard copies on file).
- All employers can take advantage of SuperiorUSA's enhanced administration features at no additional charge, including: our **employer website**, **employee website**, **direct deposit** of reimbursements, and **flex debit cards**. If you don't currently use these features or would like additional information or training on them, please contact us.
- We encourage you to consider offering flex debit cards to your participants. We have had great feedback from participants that were able to take advantage of the feature in their plans. More and more cards go into circulation each year and the results industry-wide are astounding in terms of increased participant satisfaction and increased participation rates. With the card, participants no longer have to wait for reimbursements and they don't even have to submit claim forms or receipts for most purchases! You can select the flex debit card feature in Section D of this form.

### **Section A: Plan Sponsor Information**

Please provide information on the plan sponsor so we can update for any changes that have occurred. Changes in formal plan sponsor information, including legal name, EIN, and/or address, should be reflected in a plan document amendment.

Plan Sponsor Legal Name(s):	City of Grand Rapids
Plan Sponsor EIN(s):	41-6005201
Plan Sponsor Address:	420 North Pokegama Avenue
City, State, and Zip Code:	Grand Rapids, MN 55744
Admin Contact:	Lynn DeGrio, HR Director
Phone:	218-326-7600 ext. 606
Fax:	218-326-7608
Email Address:	ldegrio@ci.grand-rapids.mn.us



**Section B: Benefit Types**

Please mark an "X" for each benefit you offer or intend to offer in the next year since they could have an effect on your flex plan's design. If there are benefits listed here that you don't currently have, but would be interested in offering, please contact SuperiorUSA for more information on design options and features.

- Group Health Insurance
- Dental Insurance
- Vision Insurance
- Voluntary Group Term Life Insurance
- Voluntary Group Disability Insurance (if offered under the flex plan)
- Other Voluntary Insurances (list: \_\_\_\_\_)
- Health Care Reimbursement Account (FSA)
- Dependent Care Reimbursement Account (FSA)
- Limited Health Care Reimbursement Account (an FSA that is compatible with HSA's)
- Section 132 Parking & Transportation Plan/Account
- Individual Health Insurance Policy Reimbursement Account (FSA) (No longer allowed)
- Health Savings Accounts (HSA's) paired with a High Deductible Health Plan (HDHP)
- Health Reimbursement Arrangement (HRA plan) or Medical Reimbursement Plan
- 401(k) and/or Profit Sharing Plan
- 403(b) Plan/Accounts
- SIMPLE IRA, SEP, or SARSEP

**Section C: Health Care Reform Compliance Questions**

Please mark an "X" next to "Yes" or "No" and fill in any appropriate responses where requested.

- Yes  Do you have a group health insurance plan (whether fully-insured or self-insured) and/or will you have a SHOP (Small Business Health Option Program) group employer plan/account for 2016?
- Yes  Do you reimburse for or directly pay premiums for employees' individual or family health insurance policies, whether through employer contributions or pre-tax deferrals?
- Yes  Do you provide an explicit employer contribution to your Flex Plan, which usually means it is mentioned in the Plan Document (even if it is a discretionary or variable amount)?  
 If you answered "Yes" to having an explicit employer contribution, what is the amount in 2016: \$200.00 (Explicit employer contributions to the HCRA within Flex Plans are generally restricted to the greater of \$500 or a \$1:\$1 or 100% match of employee deferrals for 2016). *(Wellness earnings)*
- Yes  Do you provide an employer contribution outside of the plan that can be put towards the HCRA (as taxable compensation or credits in payroll that may be elected and deferred by the employee towards the Flex Plan, thereby making it pre-tax or tax-free along with their further deferrals)? (This would be separate from any employer contributions).

## Section D: Enrollment Process Selections

Please mark an "X" for the format(s) you want for your enrollment kits and materials and specify the quantity.

- Option A: Electronic kits and materials ONLY
- Option B: Electronic AND paper kits and materials
- Option C: Paper kits and materials ONLY

For Option B or C, please specify the number of enrollment kits you would like SuperiorUSA to send. We recommend providing kits to all ELIGIBLE employees, even if they did not participate in prior years. Also, please remember to order enough kits for new employees who might become eligible mid-year.

Number of paper enrollment kits

## Section E: Flex Debit Cards (Optional)

Please select whether you would like to offer the flex debit card to your participants (optional). With the debit card, participants don't have to pay out of pocket and then wait for reimbursement, and on most purchases, they don't even have to submit claim forms and receipts. If you have any questions regarding the debit card, please contact SuperiorUSA.

Debit cards do carry an additional charge per participant with the card, depending on the number of participants in your plan and whether you choose employer or employee-paid cards. The cards can be paid for either by the employer (so all participants will receive the card) or paid for by the participant. If the card is participant paid, then it is a voluntary feature that they can choose along with their annual election. Each participant with the card can get a second card at no charge for their spouse or dependents.

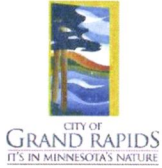
- Our plan will not be offering flex debit cards this year
- Yes, our plan will offer EMPLOYER-PAID flex debit cards
- Yes, our plan will offer VOLUNTARY / EMPLOYEE-PAID flex debit cards

## Section F: Additional Services (Optional)

Please mark an "X" next to any additional services you would like to add to your service arrangement. To the extent they are not included in your current service package, additional fees will apply. SuperiorUSA will contact you with any additional questions.

- On-site enrollment support - \$50.00/hr including travel time from Duluth or Minneapolis (to the extent not currently provided as part of your service package)
- Direct mailings of all claims/statements to participants' homes - \$.50/pppm (instead of bulk mailed to the employer; to the extent not currently provided in your service package)
- Custom mailings - \$.50/per piece (i.e., enrollment confirmations, add'l letters or statements)
- Individual mailings of enrollment kits to employees' homes - \$3.00/kit
- Printed Summary Plan Descriptions (SPD's) included in each enrollment kit - \$3.00/kit
- Retirement Plan Administration Services – custom quoted for 401(k), 403(b), profit-sharing, money purchase pension, cash balance, and defined benefit pension plans
- Payroll Processing Services – custom quoted
- COBRA Processing/Administration – custom quoted





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1743      **Version:** 1      **Name:** Part time Hospital Security  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/2/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Authorize City Staff to begin the process of creating an eligibility list for Part-time Hospital Security

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Authorize City Staff to begin the process of creating an eligibility list for Part-time Hospital Security

**Background Information:**

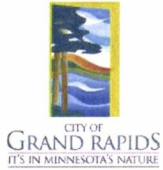
With the recent status change of Gary DeGrio from a part-time to full-time Hospital Security position, along with changes in availability with current staff, we are in need of additional part-time employees. We would like authorization to advertise to create an eligibility list for part-time Hospital Security positions. We will come back to the City Council at a later date with a recommendation for the eligibility list. These positions are fully funded by the Grand Itasca Clinic and Hospital.

**Staff Recommendation:**

Human Resources Director Lynn DeGrio is recommending advertising for part-time Hospital Security staff to create an eligibility list for future hiring.

**Requested City Council Action**

Consider authorizing City Staff to begin the process of creating an eligibility list for Part-time Hospital Security.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1747      **Version:** 1      **Name:** PW 2015-16 PT Snow Removal Personnel  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/3/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Consider hiring the attached list of part-time intermittent maintenance workers for the 2015-16 Snow Removal Season.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2015 11-9 PT Snow Removal List](#)

Date	Ver.	Action By	Action	Result
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Consider hiring the attached list of part-time intermittent maintenance workers for the 2015-16 Snow Removal Season.

### **Background Information:**

The Public Works Department utilizes part-time intermittent employees to facilitate snow removal during the snow plowing season. These part-time employees are used on an "as needed" basis. Several employees are return hires for Public Works, but there are at least three new hires for this year's snow removal season. The start date will be effective 11-9-15 and go through 4-30-15 with a wage rate of \$15.00 per hour. The cost for these employees is included in the Public Works Budget.

### **Staff Recommendation:**

Jeff Davies, Public Works Director, recommends hiring the attached list of part-time intermittent maintenance workers for the 2015-16 Snow Removal Season.

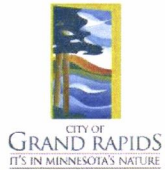
### **Requested City Council Action**

Approve hiring the attached list of part-time intermittent maintenance workers for the 2015-16 Snow Removal Season for the Public Works Department.



## **Public Works PT Winter Maintenance List 2015-2016**

Aho, Ken	\$15.00/Hr	11-9-15 thru 4-30-16
Baird, Bruce	\$15.00/Hr	11-9-15 thru 4-30-16
Bumgarner, Roger	\$15.00/Hr	11-9-15 thru 4-30-16
Hausladen, Gary	\$15.00/Hr	11-9-15 thru 4-30-16
Holmgren, Toby	\$15.00/Hr	11-9-15 thru 4-30-16
Peltier, David	\$15.00/Hr	11-9-15 thru 4-30-16
Plagemann, Greg	\$15.00/Hr	11-9-15 thru 4-30-16
Scherf, Kody	\$15.00/Hr	11-9-15 thru 4-30-16
Serfling, Leigh	\$15.00/Hr	11-9-15 thru 4-30-16
Weber, Seth	\$15.00/Hr	11-9-15 thru 4-30-16



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 15-1749      **Version:** 1      **Name:** PW PT Fall Maint Worker  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/3/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Consider approving the extension of Alan Waller as a part-time Fall maintenance employee.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Consider approving the extension of Alan Waller as a part-time Fall maintenance employee.

**Background Information:**

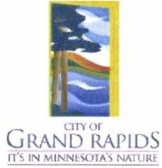
The Public Works Department hires part-time seasonal workers for Fall maintenance which includes but is not limited to parks, flower maintenance, Central Business District, city right-of-ways and property maintenance. Alan Waller has been a current employee for the Fall maintenance season, and we would like to extend his employment through December 19th, 2015. His wage will remain at \$11.00 per hour and the cost for this part-time employee is included in the 2015 PW Budget

**Staff Recommendation:**

Public Works Director, Jeff Davies approves of Alan Waller's employment extension.

**Requested City Council Action**

Authorize extending Alan Waller's employment with the Public Works Department through December 19th, 2015.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	15-1750	<b>Version:</b>	1	<b>Name:</b>	Termination-Ross and Stejskal
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	11/4/2015	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	11/9/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Terminate temporary part-time employees for the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>					

Date	Ver.	Action By	Action	Result
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Terminate temporary part-time employees for the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation

**Background Information:**

As the following temporary part-time employees are no longer scheduled with the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation, we are requesting that these employees be terminated effective on the following dates:

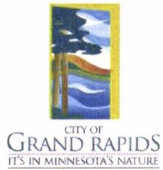
Haley C. Ross	Effective 8/22/14
Jessica Stejskal	Effective 1/24/14

**Staff Recommendation:**

Recommend the termination of Haley C. Ross and Jessica Stejskal as temporary part-time employees.

**Requested City Council Action**

Consider approving termination of Haley C. Ross and Jessica Stejskal as temporary part-time employees



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1753      **Version:** 1      **Name:** Hire-part time employees  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/4/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Hire regular part-time employees for the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Hire regular part-time employees for the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation

**Background Information:**

The following individuals will be hired with the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation and will begin employment November 10, 2015. They will be additional employees to those who currently work at the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation. These expenses are covered in the 2015 budget.

Nora Daigle	Concessions starting at \$9.00 per hour
Brett Rodenberg	Rink attendant at \$9.00 per hour
Riley MacLean	Rink attendant at \$9.00 per hour
Caleb How	Rink attendant at \$9.00 per hour
Savanna Holum	Rink attendant at \$9.00 per hour
Hunter Brutlag	Rink attendant at \$9.00 per hour
Mathew Clifton	Rink attendant at \$9.00 per hour
Drake Anderson	Rink attendant at \$9.00 per hour
Dylan Christy	Rink attendant at \$9.00 per hour

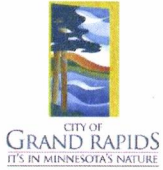
**Staff Recommendation:**

Recommend the hiring of the above-mentioned individuals as regular part-time employees starting at \$9.00 an hour with the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation beginning November 10, 2015.

**Requested City Council Action**

Consider the hiring of the above-mentioned individuals as regular part-time employees starting at \$9.00 an hour with the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation beginning November 10, 2015.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 15-1757      **Version:** 1      **Name:** CP 2017-1 SLA for Design  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/4/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Consider approving the Supplemental Letter Agreement (SLA) with SEH in the amount of \$195,578.78 for the engineering design related services for CP 2017-1, the 5th Street N and 8th Avenue NE Improvements Project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [11-9-15 Attachment SLA 2017-1 for 5th St No and 8th Av No.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the Supplemental Letter Agreement (SLA) with SEH in the amount of \$195,578.78 for the engineering design related services for CP 2017-1, the 5th Street N and 8th Avenue NE Improvements Project.

**Background Information:**

CP 2017-1, the 5th Street N and 8th Avenue NE Improvements Project, is the project on the City's CIP for 2016. The attached SLA from SEH is for the professional services to complete the plans and specifications necessary to bid the project. The SLA follows the terms of the Master Engineering Agreement with SEH.

**Staff Recommendation:**

City Staff recommends approving the Supplemental Letter Agreement (SLA) with SEH in the amount of \$195,578.78 for the engineering design related services for CP 2017-1, the 5th Street N and 8th Avenue NE Improvements Project.

**Requested City Council Action**

Consider approving the Supplemental Letter Agreement (SLA) with SEH in the amount of \$195,578.78 for the engineering design related services for CP 2017-1, the 5th Street N and 8th Avenue NE Improvements Project.



Building a Better World  
for All of Us<sup>®</sup>

## Supplemental Letter Agreement No. 2017-1

October 21, 2015

Mayor Adams  
City of Grand Rapids  
420 NE 4<sup>th</sup> Street  
Grand Rapids, MN 55744

RE: 5<sup>th</sup> Street No and 8<sup>th</sup> Ave NE Improvements  
City Project 2017-1, SP 129-112-010, SAP 129-591-004  
SLA for Design Services

Dear Mayor Adams,

City Project 2017-1 involves the partial reconstruct and overlay of 5<sup>th</sup> Street North, beginning at 6<sup>th</sup> Avenue Northwest and ending at 8<sup>th</sup> Avenue Northeast; and the reconstruction of 8<sup>th</sup> Avenue Northeast, beginning at the Horn Bridge and ending at 7<sup>th</sup> Street Northeast. The City has secured federal funding in the amount of \$500,000 for 5<sup>th</sup> Street North, a grant from the Safe Routes to School program in the amount of \$261,000 for 8<sup>th</sup> Avenue NE, and state-aid funds for both 5<sup>th</sup> Street and 8<sup>th</sup> Avenue. These funds are managed by the Minnesota Department of Transportation and require state and federal authorization. Project includes: bituminous pavement overlay, bituminous roadway reconstruction, sidewalk construction, lighting, storm sewer, sanitary sewer and all associated appurtenances.

The City Engineer has requested that we prepare this Supplemental Letter Agreement (SLA) for design of all of these improvements for your consideration. Our estimated work scope and fee for this project are listed below and are in accordance with the Master Engineering Services Agreement that is in place between the City of Grand Rapids and Short Elliott Hendrickson, Incorporated (SEH).

### SEH Work Scope

The services included in this SLA are for design services as listed in the Master Agreement in place between the City and SEH.

### Project Schedule

Order Feasibility Report	October, 2015
Accept Feasibility Report	November 2015
Neighborhood Meeting	November 2015
Public Hearing	December 2015
Council orders plans and specifications	December 2015
Council approves plans and specifications and authorizes bid	February 2016

Engineers • Architects • Planners • Scientists

Short Elliott Hendrickson Inc. 21 NE 5th Street, Suite 200, Grand Rapids, MN 55744 2601  
SEH is 100% employee owned | [sehinc.com](http://sehinc.com) | 219.322.4500 | 888.908.8166 fax

Advertise in Herald Review (GR – official newspaper)  
Bid opening  
Council considers award of contract  
Construction  
Substantial completion  
Final assessments

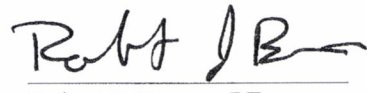
February / March 2016  
March 2016  
April 2016  
May – September 2016  
September 2016  
October, 2016

**Fee Schedule**

The fee for design will be as listed in the Master Engineering Services Contract (design fee = 7.5% of low construction bid). The current construction estimate for this work is \$2,607,717.09, which equates to an SEH fee of \$195,578.78.

Sincerely,  
Short Elliott Hendrickson Inc.

  
Matthew W. Wegwerth, PE  
Project Manager/Associate  
Date 10/21/15

  
Robert J. Beaver, PE  
Office Manager/Principal  
Date 10/21/15

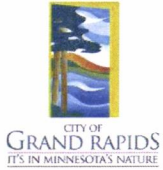
**City of Grand Rapids Authorization:**

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

\_\_\_\_\_  
Dale Adams  
Mayor of Grand Rapids  
Date

C: SEH contract file





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1758      **Version:** 1      **Name:** AP 2015-1, Balancing CO and Final Pay App  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/4/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Consider approving the balancing change order and final pay estimate with Fahrner Asphalt in the amount of \$111,495.10 for AP 2015-1, the Crack Seal Project.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [11-9-15 Attachment AP 2015-1 Balancing Change Order.pdf](#)  
[11-9-15 Attachment AP 2015-1 Final Pay Application.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the balancing change order and final pay estimate with Fahrner Asphalt in the amount of \$111,495.10 for AP 2015-1, the Crack Seal Project.

### **Background Information:**

Attached are the balancing change order and final pay estimate with Fahrner Asphalt in the amount of \$111,495.10 for AP 2015-1, the Crack Seal Project. Approval of these items will close out the contract with Fahrner Asphalt for this project.

### **Staff Recommendation:**

City Staff recommends approving the balancing change order and final pay estimate with Fahrner Asphalt in the amount of \$111,495.10 for AP 2015-1, the Crack Seal Project.

### **Requested City Council Action**

Consider approving the balancing change order and final pay estimate with Fahrner Asphalt in the amount of \$111,495.10 for AP 2015-1, the Crack Seal Project.

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

SP A3101-93 AIP Proj. No. 3-27-0037-19-15 **CO No. 1**

Project Location **Grand Rapids – Itasca County Airport**

Local Agency City of Grand Rapids

Local Project No.

Contractor Fahrner Asphalt

Contract No. 1

Address/City/State/Zip 6615 US Highway 12W, Eau Claire, WI 54703

**Total Change Order Amount \$ 3,865.10**

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions:

This is a Balancing Change Order. A Balancing Change Order is an accounting device used to adjust the Contract Amount to equal the As-built amount.

Contract Amount = \$107,630.00. Final Amount = \$111,495.10

**Estimate Of Cost:** (Include any increases or decreases in contract items, any negotiated or force account items.)


Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$
2331.603	Crack Seal	LF	0.84	-32,699	-\$27,467.16
2331.604	Joint Reseal	LF	0.50	+56,380	+\$28,190.00
2331.605	Mastic	LF	4.14	+759	+3,142.26
<b>Net Change this Change Order</b>					<b>+\$3,865.10</b>

*\*\*Group/Funding category is required for Federal Aid projects*

Approved by Project Engineer: \_\_\_\_\_ Date: November 4, 2015

Print Name: **Julie Kennedy, PE**

Phone: (218) 326-7601

Approved by Contractor:  \_\_\_\_\_

Date: 11-4-15

Print Name: **Kevin Kruckow**

Phone: (715) 874-6070

**Distribution:** Project Engineer (Original), Contractor (copy), DSAE (copy for **funding review**)

**DSAE Portion:** The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for **FUNDING PURPOSES ONLY** and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for:  Federal Funding  State Aid Funding  Local funds

District State Aid Engineer: \_\_\_\_\_ Date: \_\_\_\_\_

State of Minnesota  
Department of Transportation  
Office of Aeronautics  
Airport Development Section

Construction Report and Cost Estimate

Prepared by Short Elliott Hendrickson, Inc.

State Project Number: A3101-93

Agreement: 01

Grand Rapids - Itasca County Airport

W            FAA Project Number: 3-27-0037-19-15

Project Description: 2015 RW & TW Pavement Rehabilitation

FY: 2015    Estimate Number: 1 (Final)

Contractor's Name: Fahrner Asphalt

Construction Costs Through: October 6, 2015

CERTIFICATION OF WORK PERFORMED

I have examined the materials furnished and work performed by the Contractor on the above project. To the best of my knowledge the quantities are correct and in accordance with the plans and specifications. I recommend this estimate for payment. If a Statement of Engineering Services is attached, I certify the engineering costs shown are correct.

Dated: 10/6/15

Title: Project Engineer

Mich Hejn  
Engineer's Signature

This is to certify that the quantities as shown herein are a fair estimate for the period covered by this Report.

Dated: 10/13/15

Title: Vice President

[Signature]  
Contractor's Signature

CERTIFICATION BY AN OFFICIAL OF CITY OF GRAND RAPIDS

I hereby certify this report (and the attached Statement of Engineering Services) was approved for payment by the Municipal Council at the regular (special) meeting held on the \_\_\_\_\_ Day of \_\_\_\_\_.

Title: \_\_\_\_\_

Airport

Approval

COPIES TO:  
Owner  
MnDOT  
Contractor  
SEH



State of Minnesota  
 Department of Transportation  
 Office of Aeronautics  
 Airport Development Section

STATEMENT OF CONSTRUCTION WORK PERFORMED

State Project Number: A3101-93  
 Grand Rapids - Itasca County Airport  
 Project Description: 2015 RW & TW Pavement Rehabilitation

Agreement: 01

W FAA Project Number: 3-27-0037-19-15  
 FY: 2015 Estimate Number: 1 (Final)  
 Construction Costs Through: October 6, 2015

Item Number	Construction Items	Unit of Measure	Unit Price	Quantity	Amount	Previously Completed Quantity	Completed This Report Quantity	Completed to Date Quantity	Completed to Date Amount
1012.2	Maintenance & Restoration of Haul Roads	LS	\$650.00	1	\$ 650.00	1	1	1	\$ 650.00
1012.2	Traffic Provisions / Airport Security / Phasing	LS	4,250.00	1	\$ 4,250.00	0	1	1	\$ 4,250.00
2021.501	Mobilization	LS	500.00	1	\$ 500.00	0	1	1	\$ 500.00
2331.603	Crack Seal (Route and Seal)	LF	0.84	88000	\$ 73,920.00	0	55301	55301	\$ 46,452.84
2331.604	Joint Re-Seal	LF	0.50	23500	\$ 11,750.00	0	79880	79880	\$ 39,940.00
2331.605	Asphalt Mastic Repair	LF	4.14	4000	\$ 16,560.00	0	4759	4759	\$ 19,702.26
Contract Totals: \$ 107,630.00						Completed to Date: \$ 111,495.10			

TOTAL

Previously Completed: \$ -  
 Completed This Report: \$111,495.10  
 Completed to Date: \$111,495.10

Retainage Computation for Payment to: Farmer  
 Total Completed to Date: \$111,495.10  
 Retainage: \$0.00  
 Subtotal Payment: \$111,495.10  
 Less Previous Payments: \$0.00  
 Contractors Payment: This Estimate: \$111,495.10



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	15-1760	<b>Version:</b>	1	<b>Name:</b>	CP 2015-3, Corridor Improvements Project TAP Application
<b>Type:</b>	Agenda Item	<b>Status:</b>			Consent Agenda
<b>File created:</b>	11/5/2015	<b>In control:</b>			City Council
<b>On agenda:</b>	11/9/2015	<b>Final action:</b>			
<b>Title:</b>	Consider authorizing the submittal of a grant application to MnDOT for the Transportation Alternative Program (TAP) and adopting the two resolutions that are part of the grant application.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">11-9-15 Attachment TAP Grant App Map.pdf</a> <a href="#">11-9-15 Resolution Agreeing To Maintain Facility CP 2015-3 TAP Application.pdf</a> <a href="#">11-9-15 Resolution of Sponsorship CP 2015-3 TAP Application.pdf</a>				

Date	Ver.	Action By	Action	Result
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Consider authorizing the submittal of a grant application to MnDOT for the Transportation Alternative Program (TAP) and adopting the two resolutions that are part of the grant application.

### **Background Information:**

CP 2015-3, Grand Rapids Corridor Improvement Project, proposes to improve the western non-motorized corridor into and out of Grand Rapids, specifically along Highway 2 West between 17th Avenue NW and County Road 63. See attached map. Completing this segment of our trail system is recommended in the Complete Streets Plan which is supported by the City's Comprehensive Plan. The trail would allow Grand Rapids residents to expand their network to the west and also allow surrounding communities to access the already existing Grand Rapids non-motorized trail network. City Staff feel that this project would be a good candidate for the Transportation Alternative Program (TAP) grant which provides federal support for on-road and off-road trail facilities for pedestrians, bicyclists, and other non-motorized forms of transportation. The TAP grant request is for 80% of the total project cost, or \$420,000. The remaining 20%, or \$105,000, will be funded by state and local sources. Two resolutions are required as part of the grant application, a Resolution of Sponsorship from the Sponsoring Agency and a Resolution agreeing to maintain the facility for its useful life. The resolutions are attached for your review.

### **Staff Recommendation:**

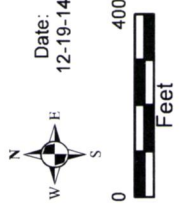
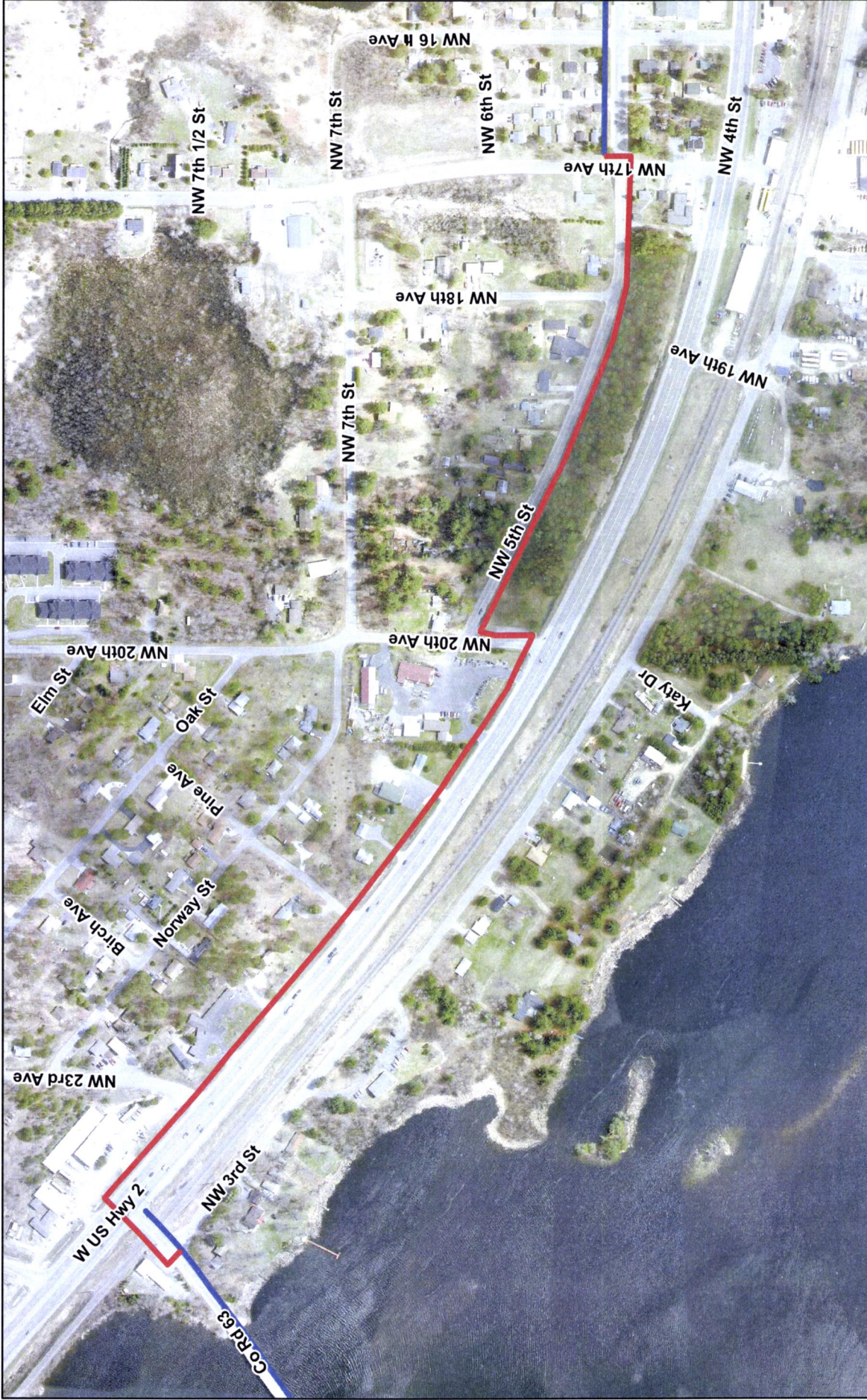
City Staff recommends they be allowed to prepare and submit a grant application to MnDOT for the Transportation Alternative Program (TAP) and for the City Council to adopt the two resolutions that are part of the grant application.

### **Requested City Council Action**

Consider authorizing the submittal of a grant application to MnDOT for the Transportation Alternative Program (TAP) and adopting the two resolutions that are part of the grant application.



**CP 2015-3 Grand Rapids Corridor Improvement Project  
TAP Grant Application - Fall 2014**



**LEGEND**

- CP 2015-3 Proposed Trail
- Existing Trail System





**Resolution No. \_\_\_\_\_**

**Sponsoring Agency Resolution**

Be it resolved that The City of Grand Rapids agrees to act as sponsoring agency for a "Transportation Alternatives" project identified as CP 2015-3 Grand Rapids Corridor Improvements and has reviewed and approved the project as proposed. Sponsorship includes a willingness to secure and guarantee the local share of costs associated with this project and responsibility for seeing this project through to its completion, with compliance of all applicable laws, rules and regulations.

Be it further resolved that City Administrator Tom Pagel is hereby authorized to act as agent on behalf of this sponsoring agency.

*Certification*

I hereby certify that the foregoing resolution is a true and correct copy of a resolution adopted by The City of Grand Rapids on this 9<sup>th</sup> day of November 2015.

SIGNED:

WITNESSED:

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Title)*                      *(Date)*

\_\_\_\_\_  
*(Title)*                      *(Date)*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1761      **Version:** 1      **Name:** Liquor License Renewals  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/5/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Approve renewal liquor licenses for 2016, contingent upon receipt of all required documentation and fees.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Approve renewal liquor licenses for 2016, contingent upon receipt of all required documentation and fees.

**Background Information:**

Liquor licenses for the City of Grand Rapids will expire on December 31, 2015. The following is a list of licenses that require City Council approval to renew for 2016.

**3.2 On & Off Sale:**

- Holiday Stationstores Inc.
- Itasca Curling Club Inc.
- TKM&M Inc. (Sammy's Pizza)

**Club On-Sale:**

- American Legion 60 (McVeigh-Dunn Post)
- LOOM Lodge 2023 (Moose Lodge)
- VFW 1720 (Ponti Peterson Post)

**Off-Sale:**

- Dutch Room Inc.
- Frontier Liquor Inc.
- Jerry's Warehouse Liquor Inc.
- Pokegama Plaza Liquor Inc.
- Wal-Mart Stores Inc.

**On-Sale:**

- Apple Minnesota LLC (Applebees)
- Barboza LLC (El Potro)
- Dutch Room Inc.
- FOE Aerie 2469 (Eagles Club)
- Forest Lake Restaurant Inc.
- Grand Hospitality LLC (Timberlake)
- Grand Rapids Development Corp. (Sawmill)
- Grand Rapids Ground Round Inc.
- MUY Pizza Minnesota LLC (Pizza Hut)



S. Bastian Companies LLC (Pokegama Grill)  
Thunder Alley XL  
Toivo's LLC

Wine:

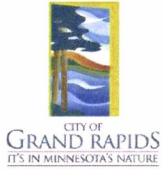
TKM&M Inc. (Sammy's Pizza), including strong beer authorization

**Staff Recommendation:**

Approve and authorize staff to move forward with licensing as requested.

**Requested City Council Action**

Approve renewal of liquor licenses for 2016 and authorize submission to the State of Minnesota Alcohol & Gambling Division, contingent upon receipt of all required documentation and fees.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1734      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/28/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Hire part time employees for Park & Recreation / I.R.A. Civic Center through Personnel Dynamics retroactive to September 21, 2015

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Hire part time employees for Park & Recreation / I.R.A. Civic Center through Personnel Dynamics retroactive to September 21, 2015

**Background Information:**

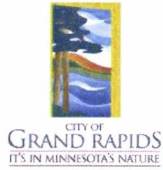
The following individuals will be hired with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex retroactive to September 21, 2015.

Taylor Adamich, Various Part Time Positions, Hourly Pay Rate: \$9.00

**Staff Recommendation:**

Approve the hiring of the part time employees with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex retroactive to September 21, 2015.

Consider approving the hiring of the part time employees with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex retroactive to September 21, 2015.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1759      **Version:** 1      **Name:** Board & Commission minutes  
**Type:** Minutes      **Status:** Approved  
**File created:** 11/4/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** ~ September 16, 2015 HRA Minutes  
~ September 30, 2015 Humarn Rights Minutes  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [September 16, 2015 HRA Minutes](#)  
[September 30, 2015 Human Rights Minutes](#)

Date	Ver.	Action By	Action	Result
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~ September 16, 2015 HRA Minutes  
~ September 30, 2015 Humarn Rights Minutes



**THE HOUSING AND REDEVELOPMENT AUTHORITY  
OF GRAND RAPIDS, MN  
REGULAR MEETING September 16, 2015**

**CALL TO ORDER**

Pursuant to due notice and call thereof, a Regular Meeting of the Housing and Redevelopment Authority of Grand Rapids was called to order by Chairperson Len Salmela, at 4:05 p.m. in the Community Room, located at 411 NW 7<sup>th</sup> Street, Grand Rapids, MN.

**CALL OF ROLL**

On a Call of Roll the following Grand Rapids HRA Commissioners were present:  
Commissioner Len Salmela - Commissioner Bill Zeige – Commissioner Chris Henrichsen  
Commissioner Marilyn Rossman

**ABSENT:** Commissioner Joe Chandler

**HRA:** Executive Director Jerry Culliton

**PUBLIC FORUM**

None

**APPROVAL OF MINUTES**

Commissioner Zeige made a motion to approve the Regular meeting minutes of August 19, 2015 as presented. Seconded by Commissioner Henrichsen. Voting Aye, all. Motion carried.

**FINANCIAL REPORTS**

Discussion was held among the Board members on the financial reports for August 2015 for the General Fund, Public Housing Fund, Crystal Lake Townhomes Fund, Pooled Housing Fund. Commissioner Henrichsen made a motion to approve all financial reports as presented. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.

**APPROVAL OF VERIFIED CLAIMS**

Commissioner Henrichsen made a motion to approve the Public Housing verified claims in the amount of \$50,914.08. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried. Commissioner Henrichsen made a motion to approve Crystal Lake Townhomes verified claims in the amount of \$55,521.23. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried. Commissioner Henrichsen made a motion to approve the Pooled Housing verified claims in the amount of \$71,688.60. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

**APPROVED**

**Grand Rapids HRA  
Meeting Minutes 9/16/2015  
Page 2**

**PUBLIC HOUSING REPORT**

Director Culliton stated; we have three vacancies, and updated the Board on the kitchen remodeling construction, otherwise operations are normal and routine at both buildings.

**CONSIDER CHANGE ORDER NUMBER 2**

After distributing the change order to the Board, Commissioner Rossman made a motion to approve the change order for \$12,534.20 as per Architectural Resources recommendation and authorize the Executive Director to sign the necessary documents and authorize payment. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.

**CRYSTAL LAKE HOUSING REPORT**

Director Culliton gave a report stating; we have six vacant units, two are coming up as well, and two are in the process for rental at this time, we continue to advertise. Director Culliton stated that Minnesota Housing had been here at the end of August to do their physical inspection of the property and that process is now completed.

**POOLED HOUSING REPORT**

Director Culliton gave a report stating; we are 100% occupied with waiting lists, otherwise operations are normal and routine at both buildings.

**CONSIDER THE RENT INCREASE AT LSP AND FPW**

After discussion among the Board on the rental increase for the two projects, Commissioner Zeige made a motion that a 2 % rental increase be approved and implemented for Lake Shore Place and Forest Park West commencing January 1, 2016. Seconded by Henrichsen. Voting Aye, all. Motion carried.

**OTHER MATTERS**

Commissioner Rossman gave a short report on an email she received on Commissioner Training that was available on the internet.

There being no further information of the HRA of Grand Rapids for September 16, 2015 Commissioner Henrichsen made a motion to adjourn the meeting at 4:55 p.m. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.

Signed   
Secretary, Commissioner Chris Henrichsen

**APPROVED**



## CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

**CALL TO ORDER:** Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2B of City Hall, Grand Rapids, Minnesota, on Wednesday, September 30, 2015 at 4:00 p.m.

**CALL OF ROLL:** On a Call of Roll, the following members were present: Commissioners Alice Moren, Frieda Hall, Jackie Dowell, John Schirber, Becky LaPlant, Barb Sanderson, Karen Noyce and Doug Learmont

Absent Commissioners: Mary Jo Wimmer,

Visitors: Sally Velzen, Itasca Community College

Staff: Michele Palkki, Administrative Assistant

**CALL TO ORDER** The meeting was called to order at 4:00 pm by chair Hall.

**SETTING AGENDA** Additions: Nothing to add

### **NEW BUSINESS**

#### **Diversity Work in Grand Rapids**

Sally Velzen from Itasca Community College was present to speak regarding the recent Bukata Hayes Training Sessions. There were representatives from several different businesses, government and students from ICC that attended the training. Bukata spoke with the college students in a separate session after the breakfast to find out what they hear and then in small groups to determine what type of action plan can we expedite here in our community to change the diversity views.

The first meetings should include representatives from Grand Itasca, All Local Businesses, County, City, Chamber, and ICC, to name a few. The first point may be to provide training sessions for staff, taking the program to them and not expecting them to come to us. We need to look for programs that are already in place that are working and not re-invent the wheel. If there are programs that we can take and make them work in our situation, let's use it.

During the discussion, the Commission set up a committee meeting to put together a beginning plan and then bring back to the Commission to help implement. The committee will consist of Ms. Velzen, Commissioner's Hall, Moren, Learmont and Noyce. There may be others that may decide to attend. The meeting is scheduled for Monday, October 26 at 4:00 pm in Conference Room 2B. The committee will then report to the Human Rights Commission to move forward with a plan. A notice will be posted that there may be a possible quorum of the Human Rights Commission at this committee meeting.



**APPROVAL OF MINUTES**    **August 26, 2015 Regular Meeting.** Commissioner LaPlant reported that under the Circle of Healing Update the Blandin Foundation grant was actually for \$27,000.00 and not \$10,000.00 as printed. The correction was made.

**MOTION BY COMMISSIONER NOYCE, SECOND BY COMMISSIONER LAPLANT TO APPROVE THE MINUTES OF AUGUST 26, 2015 with the correction, regarding the Blandin Foundation Grant. Motion passed by unanimous vote.**

### **FINANCIALS**

There will be money from grants and donations, as well as expenditures, coming in for the Indigenous People's Day Celebration scheduled for Monday, October 12, 2015. We will have a better idea how everything went at our October meeting when most receipts/expenditures should have been received.

### **CORRESPONDENCE**

A discussion was held regarding an anti-muslim email that came from Sally Velzen that was from the Bukata Hayes Website.

### **CIRCLE OF HEALING UPDATE**

Commissioner LaPlant reported that the 1<sup>st</sup> session for the Anishinaabe Worldview Training would be completed Friday, October 1. The 2<sup>nd</sup> session is already full. The 2016 schedule is yet to be determined.

The next meeting is scheduled on October 7 from 2 until 4 pm at the Blandin Guest House. Commissioner LaPlant reported that Senator Tom Saxhaug will be present at the next Circle Meeting, he needs to be thanked for having a very active part in receiving more funding for the Indian schooling.

### **OLD BUSINESS**

### **INDIGENOUS PEOPLE'S DAY**

A copy of the program was passed along to the Commissioner's for any last changes. The Administration Department will make 500 copies, in house, and have them available at the celebration Monday, October 12<sup>th</sup>.

*Indigenous People's Day Continued.*

Commissioner Sanderson reported that she will need help putting together the various thank-you cards that will need to be handed out after the celebration. Anyone who wishes to help with these is invited to do so on October 8<sup>th</sup> at 4:00 pm in Conference Room 2B. Commissioner Schirber volunteered to provide 75 cards to be used for these.

TRACKS IN THE SNOW

Commissioner Learmont reported an update for the Tracks in the Snow exhibit.

A Committee has been set up to work on the exhibit, budget, etc. Commissioners' Learmont, Moren, Schirber and Hall have begun to work on the exhibit and will report back to the commission once information is set up. Grant opportunities to be explored so far are the Grand Rapids Library, City of Grand Rapids, and Blandin Foundation.

BUKATA HAYES

Commissioner Sanderson reported she thought the event went great, there was lots of participation at the breakfast, the College and the small break out session. There was also a really nice article in the paper. The Commission will use strategies and ideas from this training to work with diversity in Grand Rapids.

BIG VIEW

Commissioner Moren reported on the Big View. Sampson Longtin spoke about the diversity in our area. There was about 88 in attendance and went very well. This has been recorded and can be viewed on ICTV.

The next events for the Big View are Transportation, October 7; REEL INJUN, October 12; Indian Boarding School, October 15.. More information is available from the flyers handed out by Commissioner Moren.

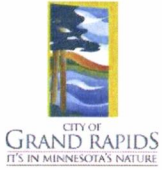
CORRESPONDENCE

Information came if we would like to be part of the Essay Contest. The Commission is not interested in pursuing at this time.

The meeting was adjourned at 5:55 pm

The next meeting is scheduled for October 28, 2015.

Respectfully submitted, Michele Palkki, Administrative Assistant



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 15-1766      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Department Head Report  
**File created:** 11/5/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Pokegama Golf Course ~ Bob Cahill

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Pokegama Golf Course ~ Bob Cahill





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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1752      **Version:** 1      **Name:** Pohl Purchase Agreement  
**Type:** Agenda Item      **Status:** Community Development  
**File created:** 11/4/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Consider approval of a purchase agreement, submitted by Mrs. Lola Pohl, involving a portion of City parcel 91-410-6570.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Pohl PA map](#)  
[Pohl purchase agreement](#)

Date	Ver.	Action By	Action	Result
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Consider approval of a purchase agreement, submitted by Mrs. Lola Pohl, involving a portion of City parcel 91-410-6570.

**Background Information:**

Mrs. Lola Pohl, who has been a long time resident at her address of 318 SW 3<sup>rd</sup> Ave., is working to clear up land title issues with her property so that she may be able to sell.

As you can see from the attached map, the Pohl residence was constructed many years ago on an undeveloped right-of-way within the plat of the original Town of Grand Rapids. The creation of this situation, by a prior owner's construction in this location, preceded the City's establishment of building and zoning regulations and review. Mrs. Pohl's first step in addressing this situation involves the purchase of a portion of parcel number 91-410-6570 (outlined in blue on the map), which is owned by the City. The steps to follow will involve the purchase of the adjoining tax forfeited parcel and then a request of the City to vacate the right-of-way.

The total area of parcel 91-410-6570 is 10,725 sf, and the assessed value is \$2,500. The total parcel is bisected by the Mississippi Reservoir. The eastern portion is not needed by Mrs. Pohl, therefore her proposed purchase involves the west 53 feet of 91-410-6570, which amounts to 3,975 sf.

A proration of the assessed value, based on area, leads to a subject property value of \$926. The offer of \$1,000 in the purchase agreement is based on this proration. The City Council, when considering the sale of small, individually undevelopable parcels, to adjacent land owners, has previously based valuation on assessed values.

**Requested City Council Action**

Consider approval of a purchase agreement, submitted by Mrs. Lola Pohl, involving a portion of City parcel 91-410-6570.







**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

This form approved by the Minnesota Association of REALTORS®, which disclaims any liability arising out of use or misuse of this form. © 2015 Minnesota Association of REALTORS®, Edina, MN

1. Date 09/21/2015

2. Page 1 of \_\_\_\_\_

3. BUYER (S): LOLA POHL

4. \_\_\_\_\_

5. Buyer's earnest money in the amount of \_\_\_\_\_

6. \_\_\_\_\_ Dollars (\$ 0.00 ) shall

7. be delivered to listing broker no later than two (2) Business Days after Final Acceptance Date of this Purchase Agreement. Buyer and Seller agree that listing broker shall deposit any earnest money in the listing broker's trust account within three (3) Business Days of receipt of the earnest money or Final Acceptance Date of this Purchase Agreement, whichever is later.

11. Said earnest money is part payment for the purchase of the property located at

12. Street Address: 318 SW 3RD AVENUE,

13. City of GRAND RAPIDS, County of ITASCA State of Minnesota, legally

14. described as **ALL THAT PART OF LOTS 22 THRU 24, BLOCK 65, PLAT OF GRAND RAPIDS, MINNESOTA**

15. **LYING**  
16. **WEST OF THE EAST 90 FEET THEREOF.**

17. including all fixtures, if any, AND  INCLUDING  EXCLUDING the following personal property, if any, which shall  
(Check one.)

18. be transferred with no additional monetary value, and free and clear of all liens and encumbrances:

19. \_\_\_\_\_

20. \_\_\_\_\_ (collectively the "Property"),

21. all of which Property Seller has this day agreed to sell to Buyer for the sum of (\$ 1,000.00 )

22. \_\_\_\_\_

23. One Thousand Dollars,

24. which Buyer agrees to pay in the following manner:

25. 1. **CASH** of 100% percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest money; PLUS

27. 2. **FINANCING** of 0 percent (%) of the sale price, which will be the total amount secured against this Property to fund this purchase.

29. Such financing shall be  a first mortgage  contract for deed or  a first mortgage with subordinate financing, as described in the attached Addendum:  
(Check one.)

31.  Conventional  FHA  DVA  Assumption  Contract for Deed  Other: \_\_\_\_\_  
(Check all that apply.)

32. \_\_\_\_\_

33. The date of closing shall be ON OR BEFORE, OR APPROVAL FROM CITY  
November 15th, 2015

34. **SALE OF BUYER'S PROPERTY CONTINGENCY:** This Purchase Agreement  IS  IS NOT subject to an  
(Check one.)

35. Addendum to Purchase Agreement: Sale of Buyer's Property Contingency, (If answer is IS, see attached Addendum.)  
36. (If answer is IS NOT, the closing of Buyer's property, if any, may still affect Buyer's ability to obtain financing, if  
37. financing is applicable.)

38. This Purchase Agreement  IS  IS NOT subject to cancellation of a previously written purchase agreement dated  
(Check one.)

39. \_\_\_\_\_, 20 \_\_\_\_\_ . (If answer is IS, said cancellation shall be obtained

40. no later than \_\_\_\_\_, 20 \_\_\_\_\_ .





**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

41. Page 2 Date \_\_\_\_\_

42. Property located at 318 SW 3RD AVE, GRAND RAPIDS

43. If said cancellation is not obtained by said date, this Purchase Agreement is canceled. Buyer and Seller shall  
44. immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and directing all earnest money  
45. paid hereunder to be refunded to Buyer.)

46. **SPECIAL CONTINGENCIES:** This Purchase Agreement is subject to the following contingencies, and if the  
47. contingencies checked below are not satisfied or waived, in writing, by Buyer by \_\_\_\_\_, 20\_\_\_\_\_,  
48. this Purchase Agreement is canceled as of said date. Buyer and Seller shall immediately sign a *Cancellation of*  
49. *Purchase Agreement* confirming said cancellation and directing all earnest money paid hereunder to be refunded to  
50. Buyer.

51. (Select appropriate options a-i.)

52.  (a)  BUYER  SELLER shall provide a certificate of survey of the Property, at  BUYER  SELLER  
53. expense.  
(Check one.)

54.  (b) Buyer obtaining approval of city/township of proposed building plans and specifications at  
55.  BUYER  SELLER expense.  
(Check one.)

56.  (c) Buyer obtaining approval of city/township of proposed subdivision development plans at  
57.  BUYER  SELLER expense.  
(Check one.)

58.  (d) Buyer obtaining approval of city/township for rezoning or use permits at  BUYER  SELLER expense.  
(Check one.)

59.  (e) Buyer obtaining, at  BUYER  SELLER expense, percolation tests which are acceptable to Buyer.  
(Check one.)

60.  (f) Buyer obtaining, at  BUYER  SELLER expense, soil tests which indicate that the Property may be  
61. improved without extraordinary building methods or cost.  
(Check one.)

62.  (g) Buyer obtaining approval of building plans and/or specifications in accordance with any recorded subdivision  
63. covenants and approval of the architectural control committee.

64.  (h) Buyer obtaining, at  BUYER  SELLER expense, copies of all covenants, reservations and restrictions  
65. affecting the Property.  
(Check one.)

66.  (i) Other: \_\_\_\_\_

67. \_\_\_\_\_

68. \_\_\_\_\_

69. Seller's expenses for these contingencies (if any) shall not exceed \$ \_\_\_\_\_

70. **DEED/MARKETABLE TITLE:** Upon performance by Buyer, Seller shall deliver a (check one):

71.  Warranty Deed,  Personal Representative's Deed,  Contract for Deed,  Trustee's Deed, or

72.  Other: QUIT CLAIM Deed joined in by spouse, if any, conveying marketable title, subject to

73. (a) building and zoning laws, ordinances, state and federal regulations;

74. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

75. (c) reservation of any mineral rights by the State of Minnesota;

76. (d) utility and drainage easements which do not interfere with existing improvements;

77. (e) rights of tenants as follows (unless specified, not subject to tenancies): \_\_\_\_\_

78. \_\_\_\_\_; and

79. (f) others (must be specified in writing): \_\_\_\_\_

80. \_\_\_\_\_

81. \_\_\_\_\_

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

82. Page 3 Date \_\_\_\_\_

- 83. Property located at 318 SW 3RD AVENUE, GRAND RAPIDS
- 84. **REAL ESTATE TAXES:** Seller shall pay on the date of closing all real estate taxes due and payable in all prior years
- 85. including all penalties and interest.
- 86. Buyer shall pay  **PRORATED FROM DAY OF CLOSING**  \_\_\_\_\_ 12ths OF  **ALL**  **NO** real estate  
(Check one.)
- 87. taxes due and payable in the year 20 15
- 88. Seller shall pay,  **PRORATED TO DAY OF CLOSING**  \_\_\_\_\_ 12ths OF  **ALL**  **NO** real estate taxes  
(Check one.)
- 89. due and payable in the year 20 15. If the closing date is changed, the real estate taxes paid shall, if prorated,
- 90. be adjusted to the new closing date.
- 91. Buyer shall pay real estate taxes due and payable in the year following closing and thereafter, the payment of which
- 92. is not otherwise herein provided. No representations are made concerning the amount of subsequent real estate
- 93. taxes.
- 94. **DEFERRED TAXES/SPECIAL ASSESSMENTS:**
- 95.  **BUYER SHALL PAY**  **SELLER SHALL PAY** on date of closing any deferred real estate taxes  
(Check one.)
- 96. (e.g. Green Acres) or special assessments, payment of which is required as a result of the closing of this sale.
- 97.  **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING**  **SELLER SHALL PAY ON**  
(Check one.)
- 98. **DATE OF CLOSING** all installments of special assessments certified for payment, with the real estate taxes due and
- 99. payable in the year or closing.
- 100.  **BUYER SHALL ASSUME**  **SELLER SHALL PAY** on date of closing all other special assessments levied as  
(Check one.)
- 101. of the date of this Purchase Agreement.
- 102.  **BUYER SHALL ASSUME**  **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as  
(Check one.)
- 103. of the date of this Purchase Agreement for improvements that have been ordered by any assessing authorities.
- 104. (Seller's provision for payment shall be by payment into escrow of two (2) times the estimated amount of the
- 105. assessments or less, as required by Buyer's lender.)
- 106. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of
- 107. which is not otherwise herein provided.
- 108. As of the date of this Purchase Agreement, Seller represents that Seller  **HAS**  **HAS NOT** received a notice  
(Check one.)
- 109. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed
- 110. against the Property. Any such notice received by Seller after the date of this Purchase Agreement and before
- 111. closing shall be provided to Buyer immediately. If such notice is issued after the date of this Purchase Agreement and
- 112. on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay, provide
- 113. for the payment of or assume the special assessments. In the absence of such agreement, either party may declare
- 114. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other
- 115. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,
- 116. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and
- 117. directing all earnest money paid hereunder to be refunded to Buyer.
- 118. **POSSESSION:** Seller shall deliver possession of the Property no later than IMMEDIATE after closing.
- 119. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HEREIN from the Property
- 120. by possession date.
- 121. **PRORATIONS:** All interest; unit owners' association dues; rents; and charges for city water, city sewer, electricity and
- 122. natural gas shall be prorated between the parties as of date of closing. Buyer shall pay Seller for remaining gallons of
- 123. fuel oil or liquid petroleum gas on the day of closing, at the rate of the last fill by Seller.



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

124. Page 4 Date 09/21/2015

125. Property located at 318 SW 3RD AVENUE,

GRAND RAPIDS

126. **TITLE AND EXAMINATION:** Within a reasonable time period after Final Acceptance Date of this Purchase Agreement,  
127. Seller shall provide one of the following title evidence options, at Seller's selection, which shall include proper searches  
128. covering bankruptcies, state and federal judgments and liens, and levied and pending special assessments to Buyer  
129. or Buyer's designated title service provider:

130. (1) A commitment for an owner's policy of title insurance on a current ALTA form issued by an insurer licensed to write  
131. title insurance in Minnesota as selected by Buyer. Seller shall be responsible for the title search and exam costs  
132. related to the commitment. Buyer shall be responsible for all additional costs related to the issuance of the title  
133. insurance policy(ies), including but not limited to the premium(s), Buyer's name search and plat drawing, if  
134. any. Seller shall deliver any abstract of title and a copy of any owner's title insurance policy for the Property,  
135. if in Seller's possession or control, to Buyer or Buyer's designated title service provider. Any abstract of title or  
136. owner's title insurance policy provided shall be immediately returned to Seller, or licensee representing or assisting  
137. Seller, upon cancellation of this Purchase Agreement.

138. (2) An Abstract of Title certified to date if Abstract Property or a Registered Property Abstract (RPA) certified to date  
139. if Registered (Torrens) Property. Seller shall pay for the abstracting or RPA costs and deliver any abstract for  
140. this Property in Seller's possession or control to Buyer or Buyer's designated title service provider. Any abstract  
141. provided shall be immediately returned to Seller, or licensee representing or assisting Seller, upon cancellation of  
142. this Purchase Agreement. If Property is Abstract and Seller does not have an abstract of title, Option (1) will  
143. automatically apply.

144. Seller shall use Seller's best efforts to provide marketable title by the date of closing. In the event that Seller has not  
145. provided marketable title by the date of closing, Seller shall have an additional 30 days to make title marketable or, in  
146. the alternative, Buyer may waive title defects by written notice to Seller. In addition to the 30-day extension, Buyer  
147. and Seller may by mutual agreement further extend the closing date. Lacking such extension, either party may declare  
148. this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the other  
149. party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement canceled,  
150. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
151. directing all earnest money paid hereunder to be refunded to Buyer.

152. **SUBDIVISION OF LAND, BOUNDARIES, AND ACCESS:** If this sale constitutes or requires a subdivision of land  
153. owned by Seller, Seller shall pay all subdivision expenses and obtain all necessary governmental approvals. This  
154. provision deals with the necessity of subdividing land to complete the sale of the Property described herein in contrast  
155. to the subdivision provision of lines 55-56 which deals with the future development plans of Buyer. Seller warrants the  
156. legal description of the real Property to be conveyed has been or shall be approved for recording as of the date of  
157. closing. Seller warrants that there is a right of access to the Property from a public right of way.

158. **MECHANIC'S LIENS:** Seller warrants that prior to the closing, payment in full will have been made for all labor,  
159. materials, machinery, fixtures or tools furnished within the 120 days immediately preceding the closing.

160. **NOTICES:** Seller warrants that Seller has not received any notice from any governmental authority as to condemnation  
161. proceedings or violation of any law, ordinance or regulation. If the Property is subject to restrictive covenants, Seller  
162. warrants that Seller has not received any notice from any person or authority as to a breach of the covenants. Any  
163. such notices received by Seller shall be provided to Buyer immediately.

164. **DIMENSIONS:** Buyer acknowledges any dimensions, square footage or acreage of land or improvements provided  
165. by Seller, third party, or broker representing or assisting Seller are approximate. Buyer shall verify the accuracy of  
166. information to Buyer's satisfaction, if material, at Buyer's sole cost and expense.

167. **ACCESS AGREEMENT:** Seller agrees to allow Buyer reasonable access to the Property for performance of any  
168. surveys, inspections or tests or for water, sewer, gas or electrical service hookup as agreed to herein. Buyer shall  
169. restore the premises to the same condition it was in prior to the surveys, inspections or tests and pay for any restoration  
170. costs relative thereto.

171. **RISK OF LOSS:** If there is any loss or damage to the Property between the date hereof and the date of closing for  
172. any reason, including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on Seller. If the Property  
173. is destroyed or substantially damaged before the closing date, this Purchase Agreement is canceled, at Buyer's  
174. option, by written notice to Seller or licensee representing or assisting Seller. If Buyer cancels this Purchase Agreement,  
175. Buyer and Seller shall immediately sign a *Cancellation of Purchase Agreement* confirming said cancellation and  
176. directing all earnest money paid hereunder to be refunded to Buyer.





**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

177. Page 5 Date \_\_\_\_\_

178. Property located at 318 SW 3RD AVE, GRAND RAPIDS

179. **TIME OF ESSENCE:** Time is of the essence in this Purchase Agreement.

180. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)  
181. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)  
182. ending at 11:59 P.M. on the last day.

183. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays or state or federal holidays unless  
184. stated elsewhere by the parties in writing.

185. **RELEASE OF EARNEST MONEY:** Buyer and Seller agree that the listing broker shall release earnest money from  
186. the listing broker's trust account: 1) at or upon the successful closing of the Property; 2) pursuant to written agreement  
187. between the parties, which may be reflected in a *Cancellation of Purchase Agreement* executed by both Buyer and  
188. Seller; 3) upon receipt of an affidavit of a cancellation under MN Statute 559.217; or 4) upon receipt of a court order.

189. **DEFAULT:** If Buyer defaults in any of the agreements herein, Seller may cancel this Purchase Agreement, and any  
190. payments made hereunder, including earnest money, shall be retained by Seller as liquidated damages and Buyer  
191. and Seller shall affirm the same by a written cancellation agreement.

192. If Buyer defaults in any of the agreements hereunder, Seller may terminate this Purchase Agreement under the  
193. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable. If either Buyer or Seller defaults  
194. in any of the agreements hereunder or there exists an unfulfilled condition after the date specified for fulfillment,  
195. either party may cancel this Purchase Agreement under MN Statute 559.217, Subd. 3. Whenever it is provided herein  
196. that this Purchase Agreement is canceled, said language shall be deemed a provision authorizing a Declaratory  
197. Cancellation under MN Statute 559.217, Subd. 4.

198. If this Purchase Agreement is not canceled or terminated as provided hereunder, Buyer or Seller may seek actual  
199. damages for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to  
200. specific performance, such action must be commenced within six (6) months after such right of action arises.

201. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone  
202. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are  
203. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such  
204. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

205. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory offender  
206. registry and persons registered with the predatory offender registry under MN Statute 243.166 may be  
207. obtained by contacting the local law enforcement offices in the community where the Property is located  
208. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web  
209. site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

210. **SPECIAL DISCLOSURES:** Seller discloses, to the best of Seller's knowledge, that the Property described in this

211. Purchase Agreement consists of approximately \_\_\_\_\_  ACRES  SQUARE FEET and is currently zoned  
\_\_\_\_\_ (Check one.)

212. \_\_\_\_\_ UNKNOWN

213. Seller discloses, to the best of Seller's knowledge, that the Property  IS  IS NOT in a designated flood plain  
\_\_\_\_\_ (Check one.)  
214. area.

215. Seller discloses, to the best of Seller's knowledge, that the Property  DOES  DOES NOT currently receive  
\_\_\_\_\_ (Check one.)  
216. preferential tax treatment (e.g. Green Acres).

217. Seller discloses, to the best of Seller's knowledge, that the Property  IS  IS NOT enrolled in any Federal, State, or  
\_\_\_\_\_ (Check one.)

218. local governmental programs (e.g., CREP, CRP, EQIP, WRP, Conservation programs, riparian buffers, Sustainable  
219. Forest Incentive Act, etc.).





**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

220. Page 6 Date 09/21/2015

221. Property located at 318 SW 3RD AVENUE, GRAND RAPIDS

- 222. BUYER HAS THE RIGHT TO A WALK-THROUGH REVIEW OF THE PROPERTY PRIOR TO CLOSING TO
- 223. ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE DATE OF THIS
- 224. PURCHASE AGREEMENT.
- 225. BUYER HAS RECEIVED A (check any that apply):  DISCLOSURE STATEMENT: VACANT LAND OR A
- 226.  DISCLOSURE STATEMENT: SELLER'S DISCLOSURE ALTERNATIVES FORM.
- 227. DESCRIPTION OF PROPERTY CONDITION: See Disclosure Statement: Vacant Land or Disclosure Statement:
- 228. Seller's Disclosure Alternatives for description of disclosure responsibilities and limitations, if any.
- 229. BUYER HAS RECEIVED THE INSPECTION REPORTS, IF REQUIRED BY MUNICIPALITY.
- 230. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

231. ENVIRONMENTAL CONCERNS: To the best of the Seller's knowledge there are no hazardous substances or  
232. underground storage tanks, except where herein noted.

- 233. \_\_\_\_\_
- 234. \_\_\_\_\_
- 235. \_\_\_\_\_

236. UTILITIES: TO THE BEST OF SELLER'S KNOWLEDGE, THE FOLLOWING PRESENTLY EXIST WITHIN THE  
237. PROPERTY:

- 238. Connection to public water?  Yes  No
- 239. Connection to public sewer?  Yes  No
- 240. Connection to private water system off Property?  Yes  No
- 241. Connection to electric utility?  Yes  No
- 242. Connection to natural gas?  Yes  No

243. PLEASE NOTE: Buyer may incur additional charges improving the Property, including, but not limited to, hookup and/  
244. or access charges; municipal charges; costs for sewer access, stubbing access, water access, park dedication, road  
245. access, curb cuts, utility connection and connecting fees; and tree planting charges.

246. (Check appropriate boxes.)

247. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:

248. CITY SEWER  YES  NO / CITY WATER  YES  NO

249. **SUBSURFACE SEWAGE TREATMENT SYSTEM**

250. SELLER  DOES  DOES NOT KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR  
(Check one.)

251. SERVING THE PROPERTY. (If answer is DOES, and the system does not require a state permit, see Disclosure  
252. Statement: Subsurface Sewage Treatment System.)

253. **PRIVATE WELL**

254. SELLER  DOES  DOES NOT KNOW OF A WELL ON OR SERVING THE PROPERTY.  
(Check one.)

255. (If answer is DOES and well is located on the Property, see Disclosure Statement: Well.)

256. THIS PURCHASE AGREEMENT  IS  IS NOT SUBJECT TO AN ADDENDUM TO PURCHASE AGREEMENT:  
(Check one.)

257. SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.

258. (If answer is IS, see attached Addendum.)

259. IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS  
260. RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE  
261. SEWAGE TREATMENT SYSTEM.

**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

262. Page 7 Date 09/21/2015

263. Property located at 318 SW 3RD AVENUE, GRAND RAPIDS

264. **NOTICE**

265. JEANNE STREB is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) (Check one.)

266. ROTHSTEIN REALTY  
(Real Estate Company Name)

267. \_\_\_\_\_ is  Seller's Agent  Buyer's Agent  Dual Agent  Facilitator.  
(Licensee) (Check one.)

268. \_\_\_\_\_  
(Real Estate Company Name)

269. **THIS NOTICE DOES NOT SATISFY MINNESOTA STATUTORY AGENCY DISCLOSURE REQUIREMENTS.**

270. **DUAL AGENCY REPRESENTATION**

271. **PLEASE CHECK ONE OF THE FOLLOWING SELECTIONS:**

272.  Dual Agency representation DOES NOT apply in this transaction. *Do not complete lines 273-289.*

273.  Dual Agency representation DOES apply in this transaction. *Complete the disclosure in lines 274-289.*

274. Broker represents both the Seller(s) and the Buyer(s) of the Property involved in this transaction, which creates a  
275. dual agency. This means that Broker and its salespersons owe fiduciary duties to both Seller(s) and Buyer(s). Because  
276. the parties may have conflicting interests, Broker and its salespersons are prohibited from advocating exclusively for  
277. either party. Broker cannot act as a dual agent in this transaction without the consent of both Seller(s) and Buyer(s).  
278. Seller(s) and Buyer(s) acknowledge that

- 279. (1) confidential information communicated to Broker which regards price, terms or motivation to buy or sell will
- 280. remain confidential unless Seller(s) or Buyer(s) instructs Broker in writing to disclose this information. Other
- 281. information will be shared;
- 282. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and
- 283. (3) within the limits of dual agency, Broker and its salespersons will work diligently to facilitate the mechanics of
- 284. the sale.

285. With the knowledge and understanding of the explanation above, Seller(s) and Buyer(s) authorize and instruct Broker  
286. and its salesperson to act as dual agents in this transaction.

287. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

288. Seller \_\_\_\_\_ Buyer \_\_\_\_\_

289. Date \_\_\_\_\_ Date \_\_\_\_\_

290. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the  
291. cash outlay at closing or reduce the proceeds from the sale.





**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

292. Page 8 Date 09/21/2015

293. Property located at 318 SW 3RD AVENUE,

GRAND RAPIDS

294. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
295. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must withhold  
296. tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer and Seller  
297. agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

298. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same  
299. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive  
300. the closing and delivery of the deed.

301. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement  
302. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer  
303. identification numbers or Social Security numbers.

304. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for  
305. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**  
306. **compliance, as the respective licensee's representing or assisting either party will be unable to assure either**  
307. **party whether the transaction is exempt from FIRPTA withholding requirements.**

308. **ENTIRE AGREEMENT:** This Purchase Agreement and any addenda or amendments signed by the parties shall  
309. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer  
310. and Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this  
311. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and  
312. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this  
313. Purchase Agreement.

314. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to this  
315. transaction constitute valid, binding signatures.

316. **FINAL ACCEPTANCE:** To be binding, this Purchase Agreement must be fully executed by both parties and a copy  
317. must be delivered.

318. **SURVIVAL:** All warranties specified in this Purchase Agreement shall survive the delivery of the deed or contract  
319. for deed.

320. **OTHER:** \_\_\_\_\_  
321. \_\_\_\_\_  
322. \_\_\_\_\_  
323. \_\_\_\_\_  
324. \_\_\_\_\_  
325. \_\_\_\_\_  
326. \_\_\_\_\_  
327. \_\_\_\_\_  
328. \_\_\_\_\_  
329. \_\_\_\_\_

330. **ADDENDA AND PAGE NUMBERING:** Attached addenda are a part of this Purchase Agreement.  
331. Enter total number of pages of this Purchase Agreement, including addenda, on line two (2) of page one (1).  
332. **NOTE:** Disclosures and optional Arbitration Agreement are not part of this Purchase Agreement and should  
333. not be part of the page numbering.



**PURCHASE AGREEMENT:  
VACANT LAND (RESIDENTIAL)**

334. Page 9 Date \_\_\_\_\_

335. Property located at 318 SW 3RD AVE, GRAND RAPIDS

336. I, the owner of the Property, accept this Purchase  
337. Agreement and authorize the listing broker to withdraw  
338. said Property from the market, unless instructed otherwise  
339. in writing.  
340. I have reviewed all pages of this Purchase Agreement.

I agree to purchase the Property for the price and on  
the terms and conditions set forth above.  
I have reviewed all pages of this Purchase  
Agreement.

341.  If checked, this Agreement is subject to attached  
342. Addendum to Purchase Agreement: Counteroffer.

343. FIRPTA: Seller represents and warrants, under penalty  
344. of perjury that Seller  IS  IS NOT a foreign person (i.e., a  
(Check one.)  
345. non-resident alien individual, foreign corporation, foreign  
346. partnership, foreign trust, or foreign estate for purposes of  
347. income taxation. (See lines 294-307.) This representation  
348. and warranty shall survive the closing of the transaction  
349. and the delivery of the deed.

350. X \_\_\_\_\_  
(Seller's Signature) (Date)

X Lola A Pohl \_\_\_\_\_  
(Buyer's Signature) (Date)

351. X \_\_\_\_\_  
(Seller's Printed Name)

X LOLA POHL \_\_\_\_\_  
(Buyer's Printed Name)

352. X \_\_\_\_\_  
(Marital Status)

X \_\_\_\_\_  
(Marital Status)

353. X \_\_\_\_\_  
(Seller's Signature) (Date)

X \_\_\_\_\_  
(Buyer's Signature) (Date)

354. X \_\_\_\_\_  
(Seller's Printed Name)

X \_\_\_\_\_  
(Buyer's Printed Name)

355. X \_\_\_\_\_  
(Marital Status)

X \_\_\_\_\_  
(Marital Status)

356. FINAL ACCEPTANCE DATE: \_\_\_\_\_ The Final Acceptance Date  
357. is the date on which the fully executed Purchase Agreement is delivered.

358. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
359. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

360. I ACKNOWLEDGE THAT I HAVE RECEIVED AND HAVE HAD THE OPPORTUNITY TO REVIEW THE  
361. DISCLOSURE STATEMENT: ARBITRATION DISCLOSURE AND RESIDENTIAL REAL PROPERTY ARBITRATION  
362. AGREEMENT, WHICH IS AN OPTIONAL, VOLUNTARY AGREEMENT AND IS NOT PART OF THIS PURCHASE  
363. AGREEMENT.

364. SELLER(S) \_\_\_\_\_

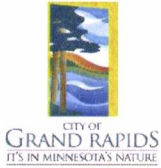
BUYER(S) LOLA POHL

365. SELLER(S) \_\_\_\_\_

BUYER(S) \_\_\_\_\_







# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	15-1741	<b>Version:</b>	1	<b>Name:</b>	Employee Assistance Program
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Administration Department:</b>	Administration Department
<b>File created:</b>	10/30/2015	<b>In control:</b>		<b>City Council:</b>	City Council
<b>On agenda:</b>	11/9/2015	<b>Final action:</b>			
<b>Title:</b>	Employee Assistance Program				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Sand Creek Group, Ltd.</a> <a href="#">The Sand Creek Group, Ltd. Agreement</a>				

Date	Ver.	Action By	Action	Result
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Employee Assistance Program

**Background Information:**

The City of Grand Rapids has had an Employee Assistance Program for several years. Most recently we've had the program through BlueCross BlueShield of Minnesota. We cover all full-time employees as well as the paid on-call employees (Firefighters). The cost is currently \$0.84 per employee per month.

I recently met with Bob Lyman from the Sand Creek Group, Ltd. and discussed the option of changing from BlueCross BlueShield to Sand Creek Group, Ltd. Sand Creek Group is based out of Stillwater, Minnesota where the Employee Assistance Program (EAP) focuses on high quality, comprehensive solutions for problems people encounter in life that affect their job performance and personal well-being. They offer a unique, face-to-face service model that has been nationally recognized, and has a history of proven results. Some advantages of Sand Creek are:

- \* On-site and face-to-face service model
- \* Over 10,000 providers nationwide
- \* Web-based work/life wellness suite
- \* Cost-effective program
- \* Significant ROI
- \* Top-rate EAP in the country
- \* Award-winning critical response teams

Mr. Lyman is a native of Grand Rapids and is currently residing in Duluth. He brings a strong history of employee assistance experience as he initiated, developed, and managed the employee assistance program at St. Luke's Hospital in Duluth for nearly 28 years. During his service with the hospital, Bob also developed the employee assistance program for a network of local companies in the Duluth and Superior areas. In addition to his counseling role, Bob is a fully qualified substance abuse professional, and does training for supervisors and managers on reasonable suspicion drug testing. He also helps companies design Drug Free Workplace policies and procedures. Mr. Lyman holds a Masters in Social Agency Counseling from the University of Wisconsin Superior and is a Licensed Independent Clinical Social Worker by the State of Minnesota.

Besides the Basic Services, the Sand Creek Group also offers a number of optional services, including:

- \* Educational Programs



- \* On-Site Specialty Training, Workshops, Seminars, and Staff Retreats
- \* On-Site Organizational Development
- \* Conflict Resolution and Mediation Services
- \* Critical Incident Response

Some of the benefits offered through the optional services include:

- \* local face-to-face counseling sessions; currently employees need to drive a minimum of 40 miles to reach the closest provider
- \* on-site employee orientation seminars
- \* state of the art work/life resource (Web Advantage)
- \* interactive e-learning sessions on workplace and interpersonal topics (Skill Building)

**Staff Recommendation:**

Human Resources Director Lynn DeGrio is recommending entering into an agreement with Sand Creek Group, Ltd. for Employee Assistance Services at a rate of \$17.00 per employee per year beginning January 1, 2016 until terminated.

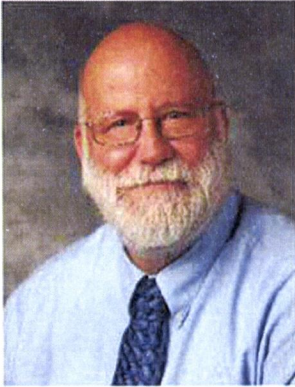
**Requested City Council Action**

Consider terminating Employee Assistance Program with BlueCross BlueShield effective December 31, 2015 and entering into an agreement with Sand Creek Group, Ltd. for Employee Assistance Services at a rate of \$17.00 per person per year beginning January 1, 2016.

## SUBSTANCE ABUSE PROFESSIONAL

Robert F. Lyman MS.Ed., LICSW, SAP

Director & EAP Counselor - Sand Creek Group Ltd. Duluth Office



Bob Lyman assists employers by completing drug and/or alcohol assessments for their employees. He follows the guidelines of the Federal Department of Transportation.

Bob brings over 35 years of counseling experience to this position. He holds a Masters Degree from The University of Wisconsin, and a Bachelor's Degree in social work from Bemidji State University. He is a licensed independent clinical social worker and a certified substance abuse professional.

In brief, a substance abuse professional assessment includes a mental health assessment and a chemical use/dependency assessment. Also included are: 1) referring the employee to an educational program or a treatment program 2) monitoring the employee's progress 3) assessing compliance and 4) conducting a follow-up evaluation.

The employer will be notified by mail about the employee's recommended treatment plan and later about the follow up evaluation.

The responsibility of reimbursing The Sand Creek Group Ltd. for SAP services rests with the employer or the employee. This is the decision of the employer. Payment for SAP services is due at the time of the initial evaluation and again at the follow-up evaluation.

You may access further details by visiting the website of The U.S. Department of Transportation's Office of Drug and Alcohol Policy and Compliance:  
*What Employers need to Know About DOT Drug and Alcohol Testing.*

If you have questions about the Sand Creek SAP services or Employee Assistance Program please call or email the numbers listed above. Thank you.





SAND CREEK GROUP, LTD.  
RESOURCES WITHOUT BARRIERS

## Services Provided in a Sand Creek Employee Assistance Program

The Sand Creek Group offers a broad brush program to address the variety of problems people encounter in life that can affect their job performance and their personal lives. Our service package is designed to 1.) encourage employees that could benefit from EAP to become aware of the services, 2.) be convenient and easily accessible, 3.) be the highest quality of professional service with a variety of services to meet the changing needs of employees and their families, and 4.) control the potential for loss related to personnel issues, hostile workplace, and chemical dependency.

**Confidential Assessment, Referral, and Brief Counseling.** When problems arise, all of your employees and their family members may contact the Sand Creek Group for assessment, brief counseling and, when necessary, referral free-of-charge to them. We guarantee an offer of an appointment within two working days. No limit is placed on the number of assessments and referrals made annually. All contact is strictly confidential.

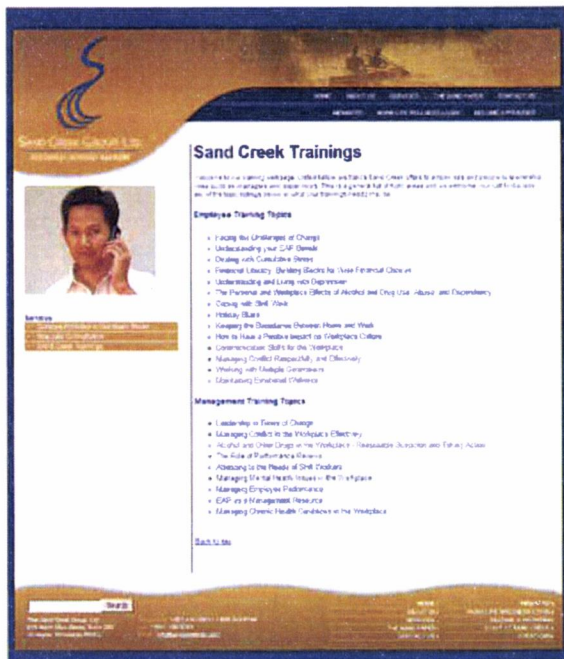
Problem areas that we address within our organization include:

- Relationship issues - marital conflict and communication concerns
- Separation and divorce concerns and blended family issues
- Alcohol or chemical dependency and related work and family problems
- Work concerns and job performance issues
- Loss and grief
- Domestic violence and sexual abuse
- Financial crisis, problems with creditors and budget planning
- Depression, anxiety and other mental health issues including stress
- Parent/Child difficulty
- Post traumatic stress & war and natural disaster related crisis stress
- Career management and counseling
- Life cycle transition including mid-life crisis and pre-retirement
- Work/Life issues including dependent care.

Help for many of the above “problems in living” are not generally covered under many health insurance plans.

**Supervisor and Manager Services.** We provide coaching by phone or in person to managers, supervisors, and department heads to assist them in working with a troubled employee or work team, conflict issues, job performance concerns, and how to utilize the EAP within the organization. Our consulting staff members have over 15 years experience each in advising administrators and supervisors.





**Continuing Education/Training Services.** We provide an array of **trainings, presentations, and brown bags** for employees and supervisors. We offer topics on effective communication, dealing with conflict, stress management, work/life balance, performance management, EAP orientations and many more topics. Please see our attached training topic list (Appendix B). This list can also be accessed on our website: [www.sandcreekeap.com/trainings.aspx](http://www.sandcreekeap.com/trainings.aspx)

**On-Site Employee Orientation Seminars.** All employees will be invited to an Employee Assistance Awareness presentation to familiarize them with this benefit. Employees will receive a thorough orientation to the services of the program and how to access help. Employees will be encouraged to seek help in resolving personal and work related issues before they affect work performance.

**Supervisor Workshops.** Training will be provided to supervisors to further develop their understanding of the EAP so that they will make full use of it. All of your supervisory staff will be trained as needed in the appropriate ways of dealing with and referring troubled employees to your Employee Assistance Program. Included in these workshops are information on how to recognize a troubled employee, documenting performance, approaching an employee with your concerns, establishing goals for work performance improvement, and referring to the EAP.

**Onsite Specialty Training, Workshops, Seminars, and Staff Retreats.** The Sand Creek Group, Ltd. offers ½ day to whole day workshops, trainings, seminars, and staff retreats for your employees as an optional service. Possible topics include: stress management, impact of chemical dependency on families, recognizing the signs of chemical abuse in the workplace, creating a respectful workplace, balancing family and work demands, handling angry customers, stress management, and shift work. These programs go more in-depth than our Lunch & Learn programs and allow the participants to gain both experience and knowledge to bring about real change in their lives.

**Onsite Organization Development and Conflict Resolution.** The Sand Creek Group, Ltd. offers organization development, consultation, and conflict resolution services to provide management and the organizational system with resources necessary to address and resolve issues that arise in the work system and interfere with the smooth operation of the work place. Our consultants work onsite with each member of a work team and the unit as a team to find solutions. These services may include team building, conflict resolution, and change management.

**Chemical Dependency Case Management and Relapse Prevention.** The Sand Creek Group offers a model for the treatment and case management of chemically dependent employees that strives to significantly increase their chances of continuing in recovery. The components of this model include assessment by a licensed/certified chemical dependency counselor, referral into treatment programs that meet the employee's individualized needs, monitoring/case management of the treatment process, inclusion of recovery-focused community support and services, and routine follow-up by the CD/EAP counselor.



**SAP Services, Consultation, and Coordination.** For chemical health cases that fall under United States Department of Transportation (DOT) regulations, the Sand Creek Group provides the services of a qualified Substance Abuse Professional (SAP), as required. In addition, the Sand Creek Group maintains a qualified SAP as part of its core clinical staff to provide consultation services and supervisor/employee training as needed.

**Critical Incident Response.** The Sand Creek Group has experienced counselors trained in Critical Incident Management. Should a situation arise that requires critical incident defusing or debriefing, we can have a trauma team on-site as soon as possible. The US Forest Service has commended Sand Creek for our services in response to wild fires.

**Specialty Response Service.** Based on our work after the terrorist attacks of September 11, 2001, The Sand Creek Group has provided a special package of services to employees adjusting to trauma and coping with crisis stress while trying to maintain job performance.

These specialty services include:

- **The Creation and Staffing of On-Site Employee Recovery and Support Centers.** Employee Recovery and Support Centers have been established in work places that are staffed by Sand Creek Counselors trained in critical incident response and grief. Counselors are available throughout the work day for employees to “walk in” as their need and schedule requires.
- **Critical Incident Stress Management.** The Sand Creek Group conducts on-site sessions for employee groups who have experienced trauma.
- **Wellness Seminars on *Developing Resilience, Coping with Crisis Stress, Ways to Stay Productive in Times of Fear.*** These wellness seminars offer helpful methods for addressing crisis stress in a public sector environment.

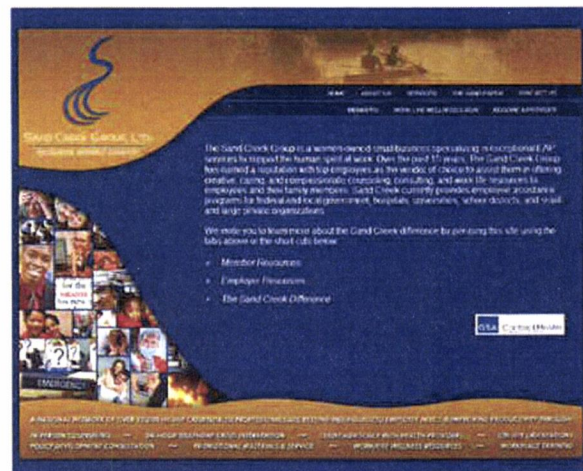
**Online State of the Art Work/Life Resources.** The Sand Creek Group offers an amazing wealth of web based resources to help employees manage their work/life issues.

We have two components to our website. The **first provides information about Sand Creek**, our staff, the services we offer, how to contact us, access to our quarterly newsletter, information on our training topics, confidential and password protected utilization reports and information about how to become a provider for us. URL: [www.sandcreekgroup.com](http://www.sandcreekgroup.com)

The **second component** is a state of the art work/life resource called **Web Advantage**. We invite you to browse the Web Advantage product and you can log on with:

**Username:** sandcreek  
**Password:** demo

This component offers a wealth of resources to help employees, and their family, manage their work life and was designed to quickly find information, resources and tools in seven areas:





- Parenting
- Aging
- Thriving: Health & Wellness
- Balancing: Emotional Well being
- Working Smarter Including Work Safety
- Daily Living
- International Resources

This product was designed to put thousands of tools and resources at the immediate fingertips of employees and eliminate the hours of time, at work and away from work, that employees waste searching for answers. Features of this Web product include:

- More than 8,000 Resource Articles on Work/Life concerns.
- Searchable databases to help employees find childcare, eldercare, summer camps, adoption agencies, education information on schools, K through 12, colleges and universities, pet sitters and volunteer opportunities.
- Interactive resource centers in four areas: 1.) Wellness Center including weight management, nutrition and exercise tools, 2.) Learning Center including self assessment, personal plans and audio articles, 3.) Relocation Center which includes comprehensive information on US communities and 4.) Savings Center with online discounts up to 25% off hundreds of name brand items.
- E-Tools:
  - *Skill Building*—Over 60 interactive e-learning sessions on workplace and interpersonal topics.
  - *Health Tools* - an interactive health resource including MD Hub, an online line to your own physician's office.
  - *Financial Calculating Tools* with access to 65 calculators including home financing, auto financing, investment calculators and retirement calculators.
  - *Health Assessment Tools* including self-assessment for total health grade, sleep, cancer risk, lifestyle, stress, anger, anxiety, self esteem, depression and conflict management.





**Client Advocacy with Health Provider Networks.** There is wisdom in having your EAP outside your health insurance organizations. The EAP counselors play an important role in advocating for the needs of your employees with health care provider networks. Sometimes clients may be denied services within managed health plans or be asked to wait too long for help. The Sand Creek Group advocates for your employees to get the care they need, when they need it. Keeping current on the health benefits of our clients is an important role of the Sand Creek Group.

**24-Hour Telephone Crisis Intervention.** Should an emergency occur, we offer professional telephone crisis intervention every hour of every day including weekends and holidays. Our telephones are answered by professional counselors able immediately to handle the crisis presented.

**Nationwide Coverage.** The Sand Creek Group utilizes a highly qualified provider network, a network of over 10,000 counselors throughout the United States, Puerto Rico, the Pacific Trust Territories, Canada, and beyond. We are able to provide employee assistance services for all the employees of any organization who may choose to participate. Outside the Continental United States, our counselors speak English and the native language of the country they are working in. In addition, Sand Creek offers multilingual interpreter services available in 140 languages at any time of day or night.

**Promotional Materials and Service.** To keep your Employee Assistance Program (EAP) visible to employees and their families, we offer a variety of promotional materials. We can also work with your communications department to develop a custom brochure for your organization (See Appendix G for sample promotional items).

- a. General Program Awareness Brochures and Wallet Cards for distribution to employees to familiarize them with the many features and benefits of the EAP.
- b. Awareness Posters to post in prominent places for employees to see.
- c. Sand Creek Web Page for the latest information on our EAP ([www.sandcreekeap.com](http://www.sandcreekeap.com))
- d. The Sand Paper, our quarterly newsletter on topics of interest to employees and their families.
- e. The Sand Paper Archives of articles available online. Employees can access and print articles of interest on a wide variety of mental health topics.
- f. Supervisor Manuals to assist supervisors in the referral process.
- g. Magnets, an easy, "at-a-reach" way for employees to keep the EAP phone number handy.
- h. Monthly email announcements on topics of interest to employees.
- i. Paycheck Stuffers, topical reminders of the EAP for employees.

For more information contact:  
Bob Lyman M.S. Ed., LICSW, SAP  
Director and EAP Counselor - Duluth Office  
Phone: 218-481-7477 / 844-678-5710  
Email: [bob@sandcreekeap.com](mailto:bob@sandcreekeap.com)

## Q & A about the Sand Creek Employee Assistance Program

### What is an EAP?

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An EAP is an employee counseling program designed to help employees and their family members find help with their problems. The program is professional, no cost to employees or family members and totally confidential. It is assessment, referral and short term counseling. The Sand Creek Group is the EAP resource that your organization has chosen.

### What kinds of problems can EAP help with?

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The EAP counselor is available to help with any problem that is bothering you. It is a starting place to talk and create options for all these parts of life:

1. Relationships at home or work that may be difficult
2. Challenges of parenting in all stages of life
3. Understanding eldercare needs and resources
4. Looking at finances and getting help sorting out a budget and credit concerns
5. Focusing on the stressors in life that have added up and are taking a toll
6. Work challenges including burnout, lowered job satisfaction or struggling to maintain
7. Concern about chemical use for you or someone you care about
8. Changes in your mental health or noticing more difficulty enjoying life
9. Legal consultation
10. Living with grief and loss
11. Any type of crisis that pushes your ability to cope
12. Conflicts at home or work
13. Almost anything that happens in life where you could use some support

### Why would my employer want to pay for a program to help me with my personal problems?

---

There is a good reason why your employer has invested in Sand Creek EAP. An employee who is less distracted with personal troubles is better able to focus on their work and be more productive. It's a win-win situation and part of the value of an EAP is easy accessibility and encouragement to get help with issues sooner rather than later.

### How does it all work?

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One thing to be really clear about is that your contact with EAP is confidential unless YOU choose to have something shared with your employer. If you do want to have information shared with anyone, you need to sign a very specific release of information that identifies what is shared and who it is shared with. If you do not sign a release, all aspects of your contact are confidential.

There is no cost to you for using the EAP. Either you or your family member gives a call and Sand Creek staff arranges the next step which may be you meeting with someone face to face or speaking with someone on the phone if you prefer. It is your choice. Also, you can **always** speak with someone by phone 24hrs/day and 7/days a week.

### How do I get in touch with EAP?

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Simply call 218-481-7477 or 1-844-678-5710 to connect with a counselor. Help is only a call away.

Sand Creek Group Ltd. ~ Employee Assistance Program  
925 East Superior Street ~ Suite 107  
Duluth, MN 55805



*Employee Assistance Program*

## YOUR WORK LIFE WELLNESS WEBSITE



### FEATURES INCLUDE:

- Regularly updated information and links
- Downloadable articles and tip sheets
- Self-search provider databases for summer camps, education resources, pet sitters, attorneys, financial advisors, volunteer opportunities, and more
- Legal and medical encyclopedias
- Financial and daily living calculators
- Savings Center providing 25 to 70 percent discounts on name-brand merchandise
- Spanish-language content

To help you make time for what matters most, your employee assistance program provides online access to a wide range of resources regarding the work and life topics of interest to you and your family—all available on one website. Just log on with your company's username and password, and navigate through articles, links, interactive content, self searches, self assessments, and more.

WEBSITE: [www.sandcreekeap.com](http://www.sandcreekeap.com)

Click on the Work Life Wellness Login

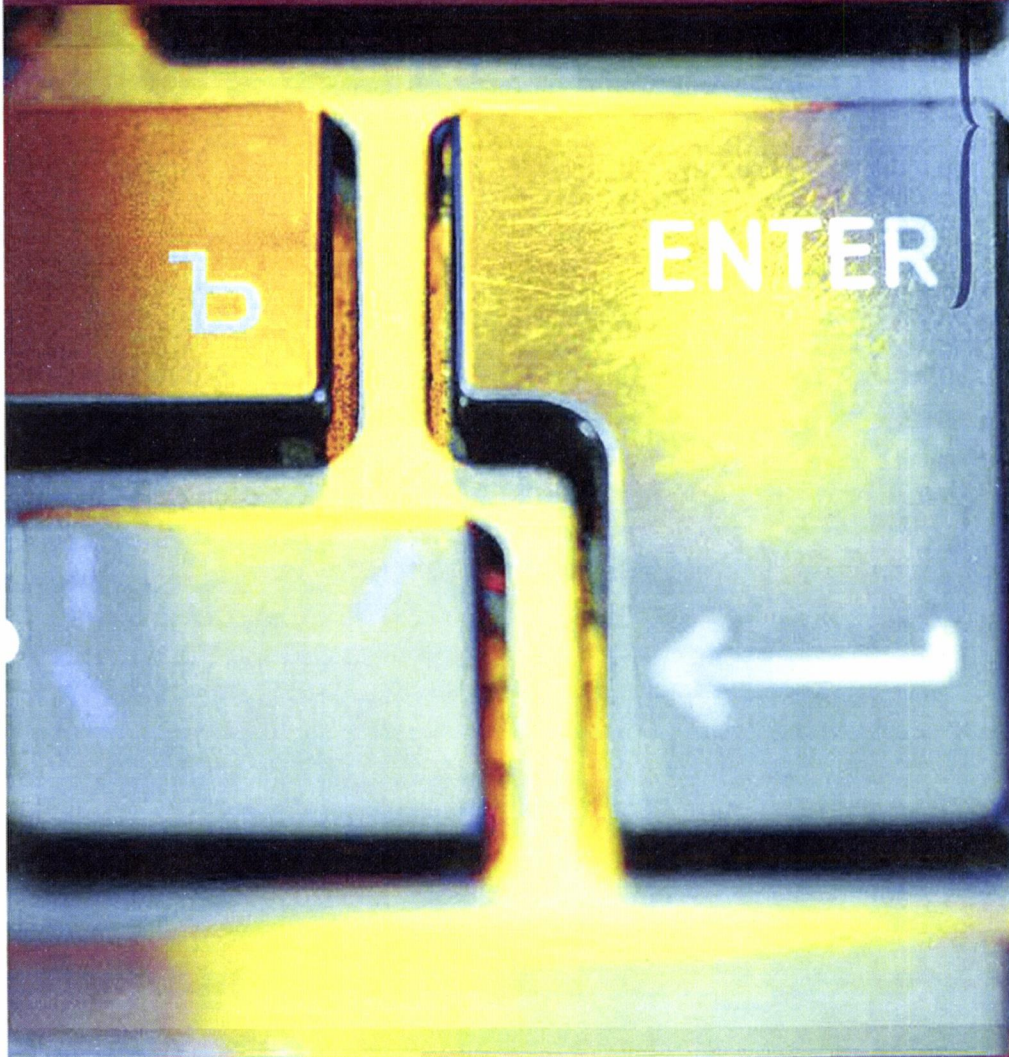
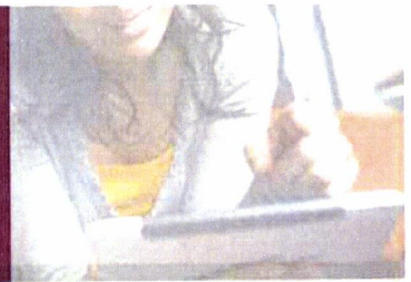
USERNAME:      • PASSWORD: Employee





*Employee Support Program*

## SKILL BUILDERS



### FEATURES INCLUDE:

- Flexibility—Take Skill Builders when you want. They're always available on the website.
- Interactivity—Quizzes will enhance your understanding of the subject.
- Options—Skill Builder presentations are fully narrated, but a closed-captioned feature is available for privacy.
- Quality—Skill Builders are created by adult instructional design experts.
- Results—Skill Builders give you practical tips on managing your workplace and your world.
- Accomplishment—Download a certificate of completion following your session.

Combine valuable training with the ease and flexibility of learning online with our Skill Builders. These e-learning courses provide training for success both on and off the job. Our newest titles include "Appreciating Personality Differences," "Cultural Diversity in the Workplace," "Nobody Likes a Bully: Bullying in the Workplace," "Recognizing a Troubled Employee," and "Sexual Harassment Prevention in the Workplace." We also have a full library of informative articles and resources that cover a wide variety of work-life topics. Log on to your employee support website to get started.

WEBSITE: [www.sandcreekeap.com](http://www.sandcreekeap.com)

Click on the **Work Life Wellness Login**

USERNAME:      • PASSWORD: **Employee**



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# SKILL BUILDERS

## **Appreciating Personality Differences**

Why is it that we seem to click with some people and not with others? The ability to identify your own personality style and that of others can increase your effectiveness on the job. This session will discuss a variety of personality styles and strategies for communicating with each to create a more harmonious work environment. The objectives for Skill Builder include

- Explore different types of personalities.
- Understand individuals in organizations.
- Understand stress and conflict.
- Understand the role of communication.
- Create a collaborative environment.

## **Cultural Diversity in the Workplace**

Every member of the workforce brings unique skills, background, and experience vital to the successful completion of the company productivity and service goals. Diversity brings to a workforce a rich source of creativity and problem-solving to help reach business goals. When you complete this Skill Builder you should be able to

- Discuss strategies for creating and maintaining an inclusive environment.
- Understand constructive ways to communicate with others.
- Identify methods for building respectful relationships.
- Provide tips for practicing cultural sensitivity among co-workers in the work environment.

## **Nobody Likes a Bully: Bullying in the Workplace**

Bullying behavior can be recognized and addressed in an empowering, respectful manner. This seminar will examine examples of workplace bullying and the many types of behavior that can be defined as bullying. All involve a misuse of power with the intention to intimidate or put someone down. You'll learn about the impact of bullying on the employee—from an inability to focus or work productively to stress leading to physical ailments. You'll also understand the difference between bullying and appropriate disciplinary action in the workplace. The seminar will conclude with specific actions both you and the employer can take to minimize office bullying. You will have a clear understanding of the kind of behavior that constitutes bullying in the workplace and how to address it. This will help you to

- Recognize bullying behavior.
- Understand the impact of bullying, both on individual employees and on the organization.
- Recognize contributing factors.
- Identify steps and strategies to address bullying.
- Explore preventative measures.

## **Recognizing a Troubled Employee**

Employee performance should be a major focus for all managers. At some point in your management career you are likely to experience/encounter at least one troubled employee. It is important that you know what to do and what not to do. This Skill Builder will discuss

- The difference between a troubled and a difficult employee
- The role of the manager in responding to a troubled employee
- Strategies to achieve positive results
- How to deal with a dangerous and troubled employee

## Maximizing Your Day: Effective Time Management

Does the day seem to fly by and you haven't accomplished a thing on your to-do list? If time management is so easy to accomplish on our own, then why do we all feel overwhelmed? Time management is a learned skill. It requires self-discipline and a desire to become conscious of how you manage your daily activities. This Skill Builder will provide a basic explanation of the time management process as well as a myriad of suggestions to assist you with effectively managing your time.

By the end of this Skill Builder you should be able to

- Explain the time management process
- Provide characteristics of effective time managers
- Understand the importance of prioritizing important events
- Explore the role of delegation and communication with others

## Caring For Aging Relatives

Learn how to determine the best level of care for an aging relative. As relatives age, they may require more care than family members or neighbors can provide. Many younger relatives then face the difficult decision of seeking the right kind of outside care, and some individuals may be unwilling to accept that they require additional care. In this Skill Builder, you will gain a better understanding of how to determine the most appropriate level of care for your aging relative, as well as how to communicate more productively about care options, from in-home assistance to assisted living and nursing care.

By the end of this Skill Builder you should be able to

- Observe and assess your loved one's activities of daily living (ADLs)
- Involve your aging relative and other family members in the decision-making process
- Ask the right questions and observe the environment closely so that the best quality of care and lifestyle is selected for your loved one
- Stay fully involved if the individual is settling into a new living situation

## The Art of Conflict Resolution

Conflict is inevitable. In this Skill Builder, you will explore a variety of conflict types and approaches, as well as consider how to effectively communicate with others who use a conflict-management style that is different from your own personal method. By knowing effective communication techniques to use in conflict situations, you can enhance your ability to resolve conflict.

By the end of this Skill Builder you should be able to

- Realize why conflict is inevitable
- Connect conflict management styles with a variety of personality types
- Understand how to resolve conflicts better
- Recognize the importance of active listening
- Apply effective communication strategies

## Eating Your Way to Wellness

We always hear about having healthy eating habits; however, many diet plans have warned us to stay away from particular food groups or eliminate certain things from our meals. This Skill Builder focuses on the USDA Food Plate and provides tips and resources on how to eat your way to better and long-lasting health.

By the end of this Skill Builder you should be able to

- Understand methods of choosing and preparing healthy food
- Apply 11 tips for eating healthy on a budget
- Identify tips and resources to assist you in developing a plan for eating healthy



## Effective Communication

The ability to effectively communicate with others is one of the most powerful tools for personal and professional success. Most people are challenged by the many day-to-day interactions with coworkers, family, and friends. Emotion, communication, and conflict are present in all human interactions and affect each of us in different ways. Everyone manages emotion, communication, and conflict from habit—patterns and styles developed early in life and over time. In this Skill Builder you will learn how to more effectively communicate in both personal and work situations. Specifically, by the end of this Skill Builder, you should be able to

- Explain the importance of effective communication.
- Examine listening skills and learn ways to become an effective listener.
- Discuss ways to overcome barriers for effective communication.
- Raise awareness of personality and individual differences that affect communication.
- Develop an awareness of your personality and communication tendencies.

## Self-Care: Remaining Resilient

Learn to identify ongoing symptoms of stress and how to find a more healthy approach to the demands of work and home. Reconciling the demands of work and home life can be a source of constant tension. As a result, sleep disturbances, appetite changes, headaches, poor concentration, and irritability are common signs of too much stress. In this timely Skill Builder, you will learn to identify emotional and physical symptoms of stress, assess your own life balance situation, and learn practical techniques to bring balance to your work and personal life. You will learn to

- Recognize the physical and emotional signs of stress.
- Assess your own life balance situation.
- Reduce the stress of transitioning from home to work.
- Create an effective family unit.
- Implement time management skills.
- Become mindful of the benefits of self-care.

## Emotional Intelligence for Success

Learn the benefits of recognizing feelings in yourself and others, managing emotions, and balancing thoughts and feelings. These traits are associated with emotional intelligence" and can improve the chances of leading a successful life. This Skill Builder will examine the impact of emotional intelligence at home and at work, as well as brain research on emotions and the battle between the emotional brain and the thinking brain. You will have the opportunity to learn ways to increase your emotional quotient (EQ). By the end of this Skill Builder you should be able to

- Understand the importance of emotional intelligence
- Discuss how the brain can hijack your emotions
- Implement strategies to manage your emotions
- Increase your emotional quotient by applying calm breathing, focused listening, and empathy

## Estate Planning: Five Essential Documents

This Skill Builder will cover five essential documents that will help you and your family to be better prepared financially, legally, and emotionally. This Skill Builder will guide you through the basics of estate planning. You will understand the difference between wills, guardianships, and trusts. This Skill Builder will also provide tips on identifying the best financial advisor so that you can reach your personal/financial goals while minimizing taxes.

By the end of this Skill Builder you should be able to

- Identify the five important documents that you should have ready
- Understand the basics of estate planning, will planning, guardianships, and trusts
- Apply tips for identifying the best financial advisor
- Discuss the importance of communicating your wishes and desires to family members and other individuals

## Sexual Harassment Prevention in the Workplace

In this Skill Builder employees will learn the common effects of harassment and the legal ramifications involved with sexual harassment. The course will provide examples of sexual harassment behaviors and discuss ways to avoid acting in harassing ways. Additionally, general sexual harassment reporting procedures will be reviewed. The objectives for this course are to

- Increase overall awareness of all employees about forms of harassment in the workplace.
- Define sexual harassment and discuss examples of this behavior.
- Understand legal rights and appropriate procedures if harassed.
- Discuss common effects when harassed.
- Identify steps to conduct an effective investigation.
- Understand the prevalence and legal ramifications and costs of workplace harassment.
- Foster a harassment-free, respectful workplace.

## Accountability

Individually people must be accountable for their own performance, but managers must also be accountable for employees' performance. You must clearly define and express expectations in order for them to perform at the level that you want them on. You must also provide constructive feedback on a consistent basis with the intent to help improve performance. After completing this Skill Builder you should be able to

- Create a congruous workplace where employees contribute to the organization's mission.
- Identify barriers to employee productivity.
- Develop a plan to effectively communicate expectations.
- Discuss strategies to hold employees accountable in a way that motivates them and produces results.

## Business Etiquette and Professionalism

For success in the workplace, it is helpful to identify the traits of professional behavior. You will examine a wide range of characteristics that can help you to succeed, from accountability and punctuality to respect for others. This Skill Builder will also focus on business etiquette, with an emphasis on effective communication and proper e-mail conduct. Finally, helpful tips will be provided for professional attire at work, as well as what constitutes a professional work attitude. By the end of this Skill Builder you should be able to

- Discuss the meaning of professionalism.
- Identify elements of professionalism.
- Apply the basic rules of communication in the workplace, including e-mail etiquette.
- Provide tips for appropriate attire in the business setting.
- Discuss professional temperament, work attitude, and spirit.

## Drug-Free Workplace Compliance

Substance abuse can be a sticky subject to deal with, especially when it is spilling over into the workplace. It is a necessary topic, though, and therefore must be discussed. Many employees struggle with alcoholism and substance abuse due to personal troubles. In addition to impacting the employee, substance abuse can have a number of negative consequences on others in the workplace, including severely compromising the safety of employees. This Skill Builder will help you to

- Recognize the impact of substance abuse on the workplace.
- Identify signs and symptoms of substance use.
- Define reasonable suspicion.
- Deal with employees who have job performance problems that could be related to alcohol and other drugs.
- Understand supervisor responsibilities.



## **Say What You Mean the Right Way: Healthy Forms of Communication**

We may understand on an intellectual level that communication is important, but how often do we take the time to evaluate the effect of our communication in our relationships? There are many ways to communicate how you feel to the people in your life. This Skill Builder will address how to deal with difficult circumstances and special situations. You will also explore how you can use communication to strengthen your relationships and to enhance mutual understanding.

By the end of this Skill Builder you should be able to

- Identify barriers to clear communication
- Apply tips for effective communication
- Assess effective ways for dealing with difficult conflict
- Recognize ways to maintain successful family relationships



# 2015 CALENDAR

## EMPLOYEE ASSISTANCE PROGRAM



	Monthly Theme	Monthly Webinar Title	Webinar Description
<b>JAN</b>	<b>GET YOUR HEAD IN THE GAME</b> Focus on the now	<b>The Mind-Body Connection</b> JAN 20 <sup>th</sup> — 12 pm, 2 pm ET	Learn to recognize and manage stressful situations, practice relaxation techniques, and understand the benefits of making the mind-body connection
<b>FEB</b>	<b>FINANCIAL FITNESS</b> How to live lean	<b>Financial Fitness: Living Within a Realistic Budget</b> FEB 17 <sup>th</sup> — 12 pm, 2 pm ET	Living within a budget can seem restrictive—similar to being on a diet. Learn about common money mistakes as well as practical and realistic tips for living within a budget.
<b>MAR</b>	<b>GET IT TOGETHER</b> Make your disaster plan	<b>Practical Strategies to Stay Safe</b> MAR 17 <sup>th</sup> — 12 pm, 2 pm ET	Learn strategies to keep you and your family safe in case of natural disasters, terrorist attacks, or other emergencies.
<b>APR</b>	<b>ADDRESSING ANXIETY</b> How to take charge	<b>Disrupting Negative Thoughts</b> APR 21 <sup>st</sup> — 12 pm, 2 pm ET	Learn how to gain control over negative thoughts and increase recognition of the positives occurring in your life.
<b>MAY</b>	<b>SIGN ON THE DOTTED LINE</b> Essential documents for everyone	<b>Estate Planning: Five Essential Documents</b> MAY 19 <sup>th</sup> — 12 pm, 2 pm ET	Learn the key documents everyone over 18 should have prepared so your family understands your wishes regarding your health, money, and property.
<b>JUN</b>	<b>BETTER TOGETHER</b> Workplace communication and collaboration	<b>Communication Skills for Collaboration</b> JUN 16 <sup>th</sup> — 12 pm, 2 pm ET	Learn about different communication styles, why communication sometimes fails, and strategies to create a respectful and cohesive workplace.
<b>JUL</b>	<b>UNPLUG TO RECHARGE</b> How to disconnect	<b>Information Overload</b> JUL 21 <sup>st</sup> — 12 pm, 2 pm ET	Review practical tips for managing your devices and applications to eliminate distraction and create more focus in your professional and personal lives.
<b>AUG</b>	<b>CAUGHT IN THE MIDDLE</b> The new sandwich generation	<b>Strategies for Multigenerational Caregiving</b> AUG 18 <sup>th</sup> — 12 pm, 2 pm ET	Learn about the emotional and financial impact of being a member of the sandwich generation. Discover coping mechanisms that help restore work-life balance and support resilience.
<b>SEP</b>	<b>SHIFTING GEARS</b> Learn to negotiate change	<b>Coping With Change</b> SEP 15 <sup>th</sup> — 12 pm, 2 pm ET	Learn personal strategies on how to deal with both the losses and the gains that change brings to your life.
<b>OCT</b>	<b>HEADS UP</b> Tips for better brain health	<b>Know the 10 Signs</b> OCT 20 <sup>th</sup> — 12 pm, 2 pm ET	Learn to identify the 10 early warning signs of Alzheimer's disease through this webinar presented by the National Alzheimer's Association. Review the differences between age-related memory lapses and the signs of dementia.
<b>NOV</b>	<b>QUIT IT</b> Dropping unhealthy habits	<b>Stick With It</b> NOV 17 <sup>th</sup> — 12 pm, 2 pm ET	Using strategies developed by the Mayo Clinic, discover the unrealistic expectations that could be impacting your ability to stick with positive change.
<b>DEC</b>	<b>START SOMETHING</b> Change your life for the better	<b>Creating a Personal Development Plan</b> DEC 15 <sup>th</sup> — 12 pm, 2 pm ET	Learn to recognize types of goals and understand effective goal setting. Explore potential obstacles that can create barriers to reaching your goals.



CALL OR GO ONLINE TO GET ANSWERS TO YOUR QUESTIONS

TOLL-FREE: **888-243-5744** TTY/TTD: **866-228-2809**

[www.sandcreekkeep.com](http://www.sandcreekkeep.com)

CLICK ON THE WORK LIFE WELLNESS LOGIN



## Frequently asked questions regarding Work Life Wellness Website and Monthly Webinars

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### Website:

Q. What is my username and password?

A. If your company subscribes to the Work Life Wellness Website you have a unique username and password.

[S:\WPO \(Work Place Options Web Advantage\)\Username and Password Contact Sheet.xls](#)

Q. Is everything on the website free for me to use?

A. Yes.

### Webinar:

Q. How many attendees can participate in each session/Webinar?

A. Capacity is 1,000 attendees. If they have a high demand for a particular Webinar they may hold another session.

Q. Do they archive the webinars for later viewing?

A. Yes. Webinars are archived to the website and they are available eight days after the live viewing date. Webinars are listed under Online Seminars in the appropriate content section, or you can type the title into the search field in the upper right hand side of the page. There is a link to the archived webinars. Once you choose the desired archived webinar, it gives you different options, one of them being the ability to print out the presentation or viewing the presentation.

Q. What is my username and password?

A. If your company subscribes to the Work Life Wellness Website you have a unique username and password.

[S:\WPO \(Work Place Options Web Advantage\)\Username and Password Contact Sheet.xls](#)

Q. Can I customize the Webinar Flyer to match my time zone?

A. Yes, each flyer is customizable.

Q. Are the promotional materials available in other languages?

A. Yes. Currently they are available in English and Spanish.

Q. What operating systems does WebEx support?

Work Place Options utilizes WebEx for their Webinars/On-Line Seminars. WebEx does not support Mac Power PC Operating System. It only supports operating systems powered by Intel processors.

*Employee Assistance Agreement*  
*between*  
**The Sand Creek Group, Ltd.**  
*And*  
**The City of Grand Rapids, Minnesota**

I. **Services Provided:**

*This contract includes the following basic employee assistance program services:*

1. *Full service coverage for the City of Grand Rapids, Minnesota employees and their dependents.*
2. *Employee Assistance personnel policy development and consultation including drug free workplace policies and procedures.*
3. *Supervisory training of management personnel in the use of the program.*
4. *Employee orientation seminars to familiarize your employees with the services available to them.*
5. *Ongoing consultations with managers and supervisors to assist them in utilizing the EAP within your organization.*
6. *Confidential assessment, referral and brief counseling to be provided to all employees and their dependents. Up to three sessions of counseling based on the clinical recommendation of EAP counselor. Each session being comprised of one clinical hour. All employees and their dependents of the City of Grand Rapids may contact The Sand Creek Group for assessment, brief counsel and, when necessary, referral free-of-charge to them. No limit is placed on the number of assessments and referrals made annually. All contact is strictly confidential.*
7. *24 hour telephone crisis intervention.*
8. *Substance Abuse Professional and chemical Use Evaluation Services are included.*

II. **Coordination of Services:**

*City of Grand Rapids agrees to work with the EAP representative in informing its employees of this agreement and the services which are available to them.*



III. Use of Name:

City of Grand Rapids agrees to allow The Sand Creek Group, Ltd. to list their organization as a customer on promotional materials.

IV. Eligibility:

All employees of City of Grand Rapids and their dependents who are experiencing personal, emotional, family or social problems which have direct, indirect or potential effects on work performance or personal well being, are eligible for the services of the Employee Assistance Program.

V. Employee Participation:

A working policy of the EAP is that employee participation in the EAP will affect neither future employment or advancement nor protect employee from disciplinary action for continued substandard performance.

VI. Reporting:

The Sand Creek Group, Ltd. will provide quarterly reports on program utilization. No information on individual employees will be released outside of The Sand Creek Group without the written consent of the employee.

VII. Cost:

City of Grand Rapids employees and their dependents may use EAP services described in Section I. provided by The Sand Creek Group, Ltd. The Sand Creek Group will bill the City of Grand Rapids on a per capita basis charged at a rate of \$17.00 per employee per year for the EAP program, at the beginning of the contract year. This pricing includes the work/life web advantage product.

Number of Employees	110
Per Employee Per Year	\$17.00
Annual EAP Cost	\$1,870.00

Term of Contract January 1, 2016 to December 31, 2016

Optional Services:

Organization Development Services:	\$250.00/hour
Critical Incident Debriefing Services:	\$250.00/hour/counselor
Bag Lunch Seminars:	\$250.00/hour of presentation/facilitation

Travel time may be incurred while providing the onsite optional services. Travel is billed at \$75.00/Hr.

VIII. Fee for Ongoing Counseling:

Payment for any ongoing counseling services beyond the initial employee assistance session will be the responsibility of the employee.

IX. Modification or Termination of Contract:

This contract may be modified in writing at any time by the mutual consent of the parties. Either the City of Grand Rapids or The Sand Creek Group, Ltd. may cancel this agreement at any time upon 60 day notice, in writing, to the other party.

The Sand Creek Group, Ltd.

City of Grand Rapids.

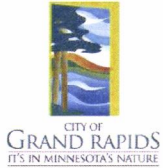
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Joan Sirotiak, MA, CEAP                      Date  
Executive Vice President & CFO  
The Sand Creek Group, Ltd.

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Lynn DeGrio                                      Date  
Human Resources Director  
City of Grand Rapids, Minnesota.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1748      **Version:** 1      **Name:** Appointment of William Thayer to Firefighter position.  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 11/3/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Appointment of William Thayer to Firefighter position.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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Appointment of William Thayer to Firefighter position.

**Background Information:**

With the retirement of David Gibeau on August 17, 2015, there will be a vacancy for a Firefighter Trainee. Fire Chief Mike Liebel has reviewed the eligibility list and is recommending the appointment of William Thayer to the position of Firefighter Trainee effective November 10, 2015.

William graduated from Kelliher High School and attended Northwest Technical College in Wadena. He is currently employed as an Electrician at Hopkins Electric. William was a Firefighter for the City of Osseo from July 2013 until June of this year, and has completed training as Firefighter I, Firefighter II, Haz Mat, and in CPR.

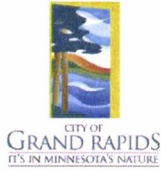
The hiring of William Thayer as Firefighter will allow the Fire Department to remain at full staff of 30 Firefighters. We still have two Firefighter Trainee vacancies.

**Staff Recommendation:**

Fire Chief Mike Liebel, along with Human Resources Director Lynn DeGrio, is recommending the appointment of William Thayer to Firefighter. The hiring of William Thayer is subject to a satisfactory completion of pre-employment testing including a background check, physical, and psychological exams.

**Requested City Council Action**

Consider the appointment of William Thayer to Firefighter position effective November 10, 2015.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1740      **Version:** 1      **Name:** Blandin Foundation Public Hearing  
**Type:** Public Hearing      **Status:** Public Hearing  
**File created:** 10/30/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Conduct a Public Hearing to consider the issuance and sale not to exceed \$2,600,000 in Tax-Exempt Revenue Notes for the Charles K. Blandin Foundation and approve a resolution authorizing the issuance and sale of the following Revenue Notes for the Charles K. Blandin Foundation, Series 2015A and authorize the Mayor and City Administrator to sign required documents.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Grand Rapids-Blandin Note Resolution-v2.pdf](#)  
[Grand Rapids-Blandin DEED Application-v2.pdf](#)

Date	Ver.	Action By	Action	Result
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Conduct a Public Hearing to consider the issuance and sale not to exceed \$2,600,000 in Tax-Exempt Revenue Notes for the Charles K. Blandin Foundation and approve a resolution authorizing the issuance and sale of the following Revenue Notes for the Charles K. Blandin Foundation, Series 2015A and authorize the Mayor and City Administrator to sign required documents.

**Background Information:**

At the October 13, 2015 Council Meeting the City Council approved a resolution giving preliminary approval of a project on behalf of the Charles K. Blandin Foundation and called for a public hearing.

The Charles K. Blandin Foundation is a Minnesota non-profit corporation that is undertaking a project that consists of the following:

- Finance the costs of construction improvements to corporate headquarters located at 100 N. Pokegama Avenue, Grand Rapids, MN; and
- Finance the costs of issuance of the Bonds and other costs related to the Project.

The Charles K. Blandin Foundation is requesting that the City issue a principal amount not exceed \$2,600,000 in tax-exempt bonds for this project.

Non-profit entities that have the 501(c)(3) Internal Revenue Service designation can incur debt obligations, at tax-exempt interest rate. However, the non-profit organization requires the assistance of the local political subdivision (City) in acquiring this type of financing. The City acts as the "issuer" of the debt and the non-profit entity is the borrower. The underwriters of the debt, or the lenders, are proposed to be Grand Rapids State Bank, Northview Bank, American Bank of the North, The First National Bank of Coleraine, Deerwood Bank, and First State Bank of Big Fork in this case, lends the money to the issuer who in turn lends it to the actual borrower.

**The issuing body (City) is only a conduit in the arrangement and it has no obligation or responsibility whatsoever in the repayment of the debt. Once the transaction is closed and funded, the issuer (City) is virtually eliminated from the transaction.**

The law firm of Kennedy & Graven is the Bond Counsel for the City of Grand Rapids and they are reviewing the

necessary documents relating to the project and bond issue. The Charles K. Blandin Foundation will pay all costs, either directly or through the City, incurred by the City in connection with the project.

**Requested City Council Action**

Conduct a Public Hearing to consider the issuance and sale not to exceed \$2,600,000 in Tax-Exempt Revenue Notes for the Charles K. Blandin Foundation and approve a resolution authorizing the issuance and sale of the following Revenue Notes for the Charles K. Blandin Foundation, Series 2015A and authorize the Mayor and City Administrator to sign required documents.



CERTIFICATION OF MINUTES RELATING TO  
TAX-EXEMPT REVENUE NOTES, SERIES 2015A  
(CHARLES K. BLANDIN FOUNDATION PROJECT)

Issuer: City of Grand Rapids, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held on November 9, 2015, at 5:00 p.m., at the City Hall.

Councilmembers present:

Councilmembers absent:

Documents Attached:

Minutes of said meeting (pages):

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE  
BY THE CITY OF ITS TAX-EXEMPT REVENUE NOTES,  
SERIES 2015A (CHARLES K. BLANDIN FOUNDATION  
PROJECT), AUTHORIZING EXECUTION OF DOCUMENTS  
RELATING TO SAID NOTES, AND AUTHORIZING OTHER  
ACTION TO BE TAKEN WITH RESPECT TO THE  
ISSUANCE, SALE AND DELIVERY OF SAID NOTES

I, the undersigned, being the duly qualified and acting recording officer of the public corporation issuing the obligations referred to in the title of this certificate, certify that the documents attached hereto, as described above, have been carefully compared with the original records of the corporation in my legal custody, from which they have been transcribed; that the documents are a correct and complete transcript of the minutes of a meeting of the governing body of the corporation, and correct and complete copies of all resolutions and other actions taken and of all documents approved by the governing body at the meeting, insofar as they relate to the obligations; and that the meeting was duly held by the governing body at the time and place and was attended throughout by the members indicated above, pursuant to call and notice of such meeting given as required by law.

WITNESS my hand officially as such recording officer and the seal of the City this \_\_\_\_ day of November, 2015.

\_\_\_\_\_  
City Administrator

(SEAL)

Councilmember \_\_\_\_\_ introduced the following resolution and moved its adoption.

RESOLUTION NO. \_\_\_\_\_

RESOLUTION AUTHORIZING THE ISSUANCE AND SALE BY THE CITY OF ITS TAX-EXEMPT REVENUE NOTES, SERIES 2015A (CHARLES K. BLANDIN FOUNDATION PROJECT), AUTHORIZING EXECUTION OF DOCUMENTS RELATING TO SAID NOTES, AND AUTHORIZING OTHER ACTION TO BE TAKEN WITH RESPECT TO THE ISSUANCE, SALE AND DELIVERY OF SAID NOTES

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

Section 1. Recitals.

1.1. The City is authorized by Minnesota Statutes, Sections 469.152 through 469.165 (the “Act”), to issue its tax-exempt revenue notes to finance or refinance capital projects consisting of properties used and useful in connection with a revenue-producing enterprise.

1.2. This Council has received a proposal that the City issue its Tax-Exempt Revenue Notes, Series 2015A (Charles K. Blandin Foundation Project) (the “Notes”), pursuant to the Act, for the purpose of financing or refinancing a portion of the cost of a proposed project on behalf of Charles K. Blandin Foundation, a Minnesota nonprofit corporation and a 501(c)(3) organization (the “Foundation”), consisting of the acquisition, construction, reconstruction, improvement, betterment or extension of the corporate headquarters of the Foundation, located at 100 N. Pokegama Avenue in the City (the “Project”), owned and operated by the Foundation.

1.3. At a public hearing, duly noticed and held on November 9, 2015, in accordance with the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended, on the proposal to undertake and finance the Project, all parties who appeared at the hearing were given an opportunity to express their views with respect to the proposal to undertake and finance the Project and interested persons were given the opportunity to submit written comments to the City Administrator before the time of the hearing. Based on the public hearing, such written comments (if any) and such other facts and circumstances, as this Council deems relevant, this Council hereby finds, determines and declares as follows:

(a) The welfare of the State of Minnesota benefits from the existence of charitable organizations. Based on representations of the Foundation, the purpose of the Project and the effect thereof will promote the public purposes and legislative objectives of the Act by providing substantial inducement for the charitable operations of the Foundation in the City and surrounding area.



(b) The Project would further the general purposes contemplated and described in Section 469.152 of the Act. Based on representations of the Foundation, the Project constitutes a “project” authorized by the Act.

(c) This Council has been advised by representatives of the Foundation that conventional, commercial financing to pay the cost of the Project is not available on a comparable basis and that the economic feasibility of the Project is improved with the aid of municipal borrowing and its resulting lower borrowing cost.

(d) The City is authorized by the Act to issue revenue notes to finance and refinance capital projects consisting of properties used and useful in connection with revenue-producing enterprises such as those of the Foundation, and the issuance of the Notes by the City would be a substantial inducement to the Foundation to undertake the Project.

(e) The City has been advised that the financing of the Project, the issuance and sale of the Notes, the execution and delivery of the Loan Agreement, dated November 18, 2015 (the “Loan Agreement”), between the City and the Foundation, and the Pledge Agreement, dated as of November 18, 2015 (the “Pledge Agreement”), between the City and Grand Rapids State Bank, Northview Bank, American Bank of the North, The First National Bank of Coleraine, Deerwood Bank, and First State Bank of Bigfork (collectively, the “Lenders”), and the performance of all covenants and agreements of the City contained in the Notes, the Loan Agreement, and the Pledge Agreement, and of all other acts and things required under the Constitution and laws of the State of Minnesota to make the Loan Agreement and the Notes valid and binding special, limited obligations of the City in accordance with their terms are authorized by the Act.

(f) At the request of the Foundation, it is proposed that the Notes in an aggregate principal amount not to exceed \$2,600,000 be issued by the City upon the terms set forth in the Loan Agreement and as hereinafter set forth, under the provisions of which all of the City’s right, title and interest in the Loan Agreement and the payments thereunder (except for certain expenses and indemnification) will be pledged and assigned to the Lenders as security for the payment of principal of, premium, if any, and interest on the Note, pursuant to a Pledge Agreement (as defined herein).

(h) Under the provisions of the Act, and as provided in the Loan Agreement, the Notes are not to be payable from nor charged upon any funds of the City other than the revenues pledged to the payment thereof under the Loan Agreement and the Pledge Agreement; the City is not subject to any pecuniary liability thereon; no holder of the Notes shall ever have the right to compel any exercise of the taxing power of the City to pay the Notes or the interest thereon, nor to enforce payment thereof against any property of the City, except the revenue, including payments under the Loan Agreement pledged to the payment thereof; the Notes shall not constitute a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the revenue, including payments under



the Loan Agreement pledged to the payment thereof; and the Notes shall recite that the Notes, including interest thereon, is payable solely from the revenue pledged to the payment thereof and that the Note shall not constitute a debt of the City within the meaning of any constitutional, statutory or charter limitation.

Section 2. Authorization of the Notes; Terms

2.1. This Council hereby approves the Project and finds that the issuance and sale of the Notes, in an aggregate principal amount not to exceed \$2,600,000, under the authority contained in the Act to finance the Project, would promote the purposes contemplated and described in Section 469.152 of the Act and further promote the public purposes and legislative objectives of the Act and is in the best interest of the City, and the City hereby determines to issue and sell such Notes.

2.2. Drafts of the following documents relating to the Notes have now been presented to the City Council for review and shall be filed in the office of the City Administrator:

(a) the Loan Agreement, whereby, pursuant to the provisions thereof, the City agrees to make a loan to the Foundation as evidenced by the Notes and the Foundation agrees to complete the Project and to pay amounts in repayment of the loan sufficient to provide for the full and prompt payment of the principal of, premium, if any, and interest on the Notes; and

(b) the Pledge Agreement, whereby, pursuant to the provisions thereof, the City agrees to pledge and assign its interest in the Loan Agreement to the Lenders, with the exception of certain reserved rights.

2.3. It is recognized that as of the date of adoption of this Resolution, the precise terms of the Notes have not been finalized. Therefore, the following limitations shall apply: (i) the aggregate principal amount of the Notes shall not exceed \$2,600,000; and (ii) the Notes shall not mature later than 40 years from the date of issue.

Section 3. Approval and Execution of Documents.

3.1. The forms of the Loan Agreement and the Pledge Agreement referred to in Section 2.2 are approved, with such variations, insertions and additions as the Mayor and City Administrator may hereafter deem appropriate, and are directed to be executed in the name and on behalf of the City by the Mayor and City Administrator. Copies of all the documents shall be delivered, filed or recorded as provided therein, subject to Section 5.3 of this resolution. The Mayor and the City Administrator are also authorized and directed to execute such other instruments as may be required to give effect to the transactions herein contemplated.

3.2. The Mayor and City Administrator are further authorized and directed to execute by manual or facsimile signatures the Notes, together with a certified copy of this resolution, the Loan Agreement, and the Pledge Agreement, on behalf of the City. If any officers of the City who shall have signed the Notes shall cease to be such officers of the City before the Notes so

signed shall have been delivered by the City, the Notes nevertheless may be issued and delivered with the same force and effect as though the person or person who signed the Notes have not ceased to be such officer or officers of the City.

3.3. The approval hereby given to the various documents referred to above includes an approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by the Mayor and City Administrator prior to the execution of the documents. The execution of any instrument by the appropriate officer or officers of the City herein authorized shall be conclusive evidence of the approval of such documents in accordance with the terms hereof. In the absence or disability of the Mayor or City Administrator, any of the documents authorized by this resolution to be executed may be executed by the Acting Mayor or Acting City Administrator, respectively, or his or her designee.

Section 4. Qualified Tax-Exempt Obligations. The Notes are hereby designated as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code relating to the disallowance of interest expense for financial institutions, and the City hereby finds that the reasonably anticipated amount of tax-exempt obligations (within the meaning of Section 265(b)(3) of the Code) which will be issued by the City and all subordinate entities during calendar year 2015 does not exceed \$10,000,000.

Section 5. Approval of the Department of Employment and Economic Development.

5.1. The Application to the Minnesota Department of Employment and Economic Development (“DEED”), with attachments, form of which are on file with the City Administrator, is hereby approved, and the Mayor and the City Administrator are authorized to execute said documents on behalf of the City.

5.2. In accordance with Section 469.154, Subdivision 3, of the Act, the Mayor and City Administrator are hereby authorized and directed to cause the Application to be submitted to DEED for approval of the Project. The Mayor, City Administrator, and other officers, employees and agents of the City are hereby authorized and directed to provide DEED with any preliminary information needed for this purpose.

5.3 Notwithstanding the foregoing, the issuance of the Notes and the execution by the City of the various documents referred to above are subject to the approval of the Project by DEED.

Adopted this 9th day of November, 2015.

Approved:

Attest: \_\_\_\_\_  
City Administrator

\_\_\_\_\_  
Mayor

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

and the following voted against the same:

whereupon the resolution was declared duly passed and adopted and was approved by the Mayor, whose signature was attested by the City Administrator.





**Application for Approval of Industrial Development/Revenue Bond Project**  
**Pursuant to Minn. Stat. 469.152 – 469.165**

Page 1 of 3

*Please submit two copies of this form but only one copy of supporting documents requested on page 2.*

Name of Issuer (Municipality or Redevelopment agency): City of Grand Rapids

Contracting Party Business Name: Charles K. Blandin Foundation

Business Industry and/or Products: Providing grants, instructions and other resources to strengthen rural Minnesota communities

Description of Project Financed by Bond Proceeds:

Financing improvements to the Borrower's corporate headquarters located at 100 N. Pokegama Avenue in the City of Grand Rapids

Location (address and city) of Project: 100 N. Pokegama Avenue, Grand Rapids, MN 55744

Dates of Construction (if applicable): \_\_\_\_\_

Date Project Funded by Bonds Expected to be Operational: \_\_\_\_\_

New (not currently in Minnesota) Permanent Full-Time Jobs Created by Project: \_\_\_\_\_

Expected Annual Wages of New Full-Time Jobs: \_\_\_\_\_

Current Jobs at Location: \_\_\_\_\_

Amount of Issuance Authority Expected to be Requested from MMB: N/A

Maturity Schedule and Interest Rates: Final Maturity – November 1, 2025; 2.8%

Bond Counsel: Rhonda Skoby, Dorsey & Whitney LLP Phone: 612-492-6932



**Application for Approval of Industrial Development/Revenue Bond Project**  
**Pursuant to Minn. Stat. 469.152 – 469.165**

*Page 2 of 3*

The following exhibits are furnished with this application and are incorporated herein by reference:

1. An opinion of bond counsel that the proposal constitutes a project under Minn. Stat. 469.153, Subd. 2.
2. A copy of the resolution by the governing body of the Issuer giving preliminary approval for the issuance of its revenue bonds and stating that the project, except for a project under Minn. Stat. 469.153, Subd. 2(g) or (j), furthers the purposes of Minn. Stat. 469.152 – 469.165.
3. A letter of intent to purchase the bond issue or a letter confirming the feasibility of the project from a financial standpoint.
4. A comprehensive statement by the municipality indicating how the project satisfies the purposes of Minn. Stat. 469.152 - 469.165.
5. A statement signed by a representative of the Issuer that the project does not include any property to be sold or affixed to or consumed in the production of property for sale, and does not include any housing facility to be rented or used as a permanent residence.
6. A statement signed by a representative of the Issuer that a public hearing was conducted pursuant to Minn. Stat. 469.154, Subd. 4. The statement shall include the date, time and place of the meeting and certify that a draft copy of this application with all attachments was available for public inspection and that all interested parties were afforded an opportunity to express their views.
7. A statement signed by the principal representative of the issuing authority to the effect that upon entering into the revenue agreement, the information required by Minn. Stat. 469.154, Subd. 5 will be submitted to the Department (not applicable to projects under Minn. Stat. 469.153, Subd. 2(g) or (j)).
8. The plan for encouraging the targeting of employment opportunities to economically disadvantaged or unemployed individuals. (See Minn. Stat. 469.154, Subd. 7.)
9. Affidavit(s) of publication or copies of notice(s) as published which indicate the date(s) of publication and the newspaper(s) in which the notice(s) were published.



**Application for Approval of Industrial Development/Revenue Bond Project**  
**Pursuant to Minn. Stat. 469.152 – 469.165**

Page 3 of 3

We, the undersigned, are principal officer(s) or representative(s) of the Issuer and solicit DEED's approval of this project.

_____	_____
Signature	Dale Adams, Mayor Print Name and Title
_____	_____
420 N. Pokegama Avenue Street Address	Grand Rapids, MN 55744-2658 City, State and Zip
_____	_____
dadams@ci.grand-rapids.mn.us E-mail	November , 2015 Date

_____	_____
Signature	Tom Pagel, City Administrator Print Name and Title
_____	_____
420 N. Pokegama Avenue Street Address	Grand Rapids, MN 55744-2658 City, State and Zip
_____	_____
tpagel@ci.grand-rapids.mn.us E-mail	November , 2015 Date

**DEED Approval**

_____	_____
Authorized Signature	Approval Date

*(Approval shall not be deemed to be an approval on the feasibility of the project or the terms of the revenue agreement to be executed or the bonds to be issued thereof.)*

Send two copies of form and one copy of supporting documents noted on page 2 to:

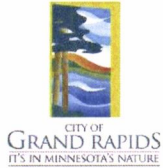
Minnesota Department of Employment and Economic Development  
Bob Isaacson, Director, JOBZ & Business Finance  
1<sup>st</sup> National Bank Building  
332 Minnesota Street, Suite E200  
St. Paul, Minnesota 55101

Phone: 651-259-7458

E-mail: [Bob.Isaacson@state.mn.us](mailto:Bob.Isaacson@state.mn.us)

Fax: 651-296-5287





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1754      **Version:** 1      **Name:** Public Hearing Fuji Restaurant  
**Type:** Public Hearing      **Status:** Public Hearing  
**File created:** 11/4/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Conduct a public hearing to receive input on granting a 3.2 Malt Liquor License and On-sale wine license with authorization for strong beer for Fuji Grand Rapids Inc., DBA Fuji Japanese Restaurant located at 208 NE 3rd Street, Grand Rapids, MN 55744.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Conduct a public hearing to receive input on granting a 3.2 Malt Liquor License and On-sale wine license with authorization for strong beer for Fuji Grand Rapids Inc., DBA Fuji Japanese Restaurant located at 208 NE 3rd Street, Grand Rapids, MN 55744.

**Background Information:**

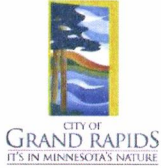
Grand Rapids Municipal Code Sec. 6-35, paragraph (b) requires that a public hearing be conducted to allow opportunity for any person to be heard for or against the granting of an on-sale license.

**Staff Recommendation:**

Conduct a public hearing.

**Requested City Council Action**

Conduct a public hearing to receive input on granting a 3.2 Malt Liquor License and On-sale wine license with authorization for strong beer for Fuji Grand Rapids Inc., DBA Fuji Japanese Restaurant located at 208 NE 3rd Street, Grand Rapids, MN 55744.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	15-1755	<b>Version:</b>	1	<b>Name:</b>	Fuji Wine/Beer License
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Public Hearing
<b>File created:</b>	11/4/2015	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	11/9/2015	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider approving a 3.2 Malt Liquor License and On-sale wine license with authorization for strong beer for Fuji Grand Rapids Inc., DBA Fuji Japanese Restaurant located at 208 NE 3rd Street, Grand Rapids, MN contingent up receipt of all required documentation and pro-rated fees.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">Fuji Japanese Restaurant On-Sale Application</a>				

Date	Ver.	Action By	Action	Result
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Consider approving a 3.2 Malt Liquor License and On-sale wine license with authorization for strong beer for Fuji Grand Rapids Inc., DBA Fuji Japanese Restaurant located at 208 NE 3rd Street, Grand Rapids, MN contingent up receipt of all required documentation and pro-rated fees.

### **Background Information:**

Following the required public hearing, the owners of Fuji Japanese Restaurant are requesting approval of an On-sale Wine License with strong beer authorization, allowable with a 3.2 malt liquor license.

### **Staff Recommendation:**

Approve and authorize staff to forward to the State of Minnesota for completion.

### **Requested City Council Action**

Approve a 3.2 Malt Liquor License and On-sale wine license with authorization for strong beer for Fuji Grand Rapids Inc., DBA Fuji Japanese Restaurant located at 208 NE 3rd Street, Grand Rapids, MN contingent up receipt of all required documentation and pro-rated fees.



Minnesota Department of Public Safety  
 Alcohol and Gambling Enforcement Division  
 444 Cedar Street, Suite 222, St. Paul, MN 55101  
 651-201-7500 Fax 651-297-5259 TTY 651-282-6555  
**APPLICATION FOR COUNTY/CITY ON-SALE WINE LICENSE**  
 (Not to exceed 14% of alcohol by volume)

Print Form

**EVERY QUESTION MUST BE ANSWERED.** If a corporation, an officer shall execute this application. If a partnership, LLC, a partner shall execute this application. To apply for MN sales Tax # call 651-296-6181

Workers compensation insurance company name \_\_\_\_\_ Policy Number \_\_\_\_\_

Licensee's MN sales and Use Tax ID # 4209673 Licensee's Federal Tax ID # 47-5147370

Applicants Name (Business, Partnerships, Corporation) <b>Fuji Grand Rapids Inc.</b>		Trade Name or DBA <b>Fuji Japanese Restaurant</b>	
Business Address <u>208 NE 3th Street</u>		Business Phone <u>218 326 9009</u>	Applicant's Home Phone <u>262 506 8831</u>
City <u>Grand Rapid</u>		County <u>Itasca</u>	State <u>MN</u>
Zip Code <u>55744</u>			
Is this application <input checked="" type="checkbox"/> New or a <input type="checkbox"/> Transfer	If a transfer, give name of former owner <u>N/A</u>	License Period From _____ To _____	
If a corporation, give name, title, address and date of birth of each officer. If a partnership, LLC, give name, address and date of birth of each partner.			
Partner/Officer Name and title <u>Martin Ma</u>	Address <u>3988 Leveille RD Hermitage MN 5581</u>		
Partner/Officer Name and title <u>Ying Yet</u>	Address <u>3988 Leveille RD Hermitage MN 5581</u>		
Partner/Officer Name and title	Address	DOB	SSN
Partner/Officer Name and title	Address	DOB	SSN
<b>CORPORATIONS</b>			
Date of incorporation	State of incorporation <u>Minnesota</u>	Certificate Number	Is corporation authorized to do business in Minnesota? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
If a subsidiary of another corporation, give name and address of parent corporation			
<b>BUILDING AND RESTAURANT</b>			
Name of building owner		Owner's address	
Are property taxes delinquent <input type="checkbox"/> Yes <input type="checkbox"/> No	Has the building owner any connection, direct or indirect with the applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No	Restaurant seating capacity	Hours food will be available
Number of restaurant employees	Number of months per year restaurant is open	Will food service be the principal business? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Describe the premises to be licensed			
If the restaurant is in conjunction with another business (resort etc.), describe business			

**NO LICENSE WILL BE APPROVED OR RELEASED UNTIL THE \$20 RETAILER ID CARD FEE IS RECEIVED BY AGED**

- Yes  No Has the applicant or associates been granted an on-sale malt liquor (3.2) and/or a "set-up" license in conjunction with this wine license?
- Yes  No Is the applicant or any of the associates in this application a member of the county board or the city council, which will issue this license? If yes, in what capacity? \_\_\_\_\_  
(if the applicant is the spouse of a member of the governing body, or another family relationship exists, the member shall not vote on this application.)
- Yes  No During the past license year, has a summons been issued under the liquor civil liability (Dram Shop)(M.S. 340A.802). If Yes, attach copy of the summons.
- Yes  No Has applicant, partners, officers or employees ever had any liquor law violations in Minnesota or elsewhere. If so, give names, dates, violations and final outcome details.



Yes  No Does any person other than the applicants, have any right, title or interest in the furniture, fixtures or equipment in the licensed premises? If yes, give names and details.

Rick Harding

Yes  No Have the applicants any interests, directly or indirectly, in any other liquor establishments in Minnesota? If yes, give name and address of establishment.

Osaka 55515 Burning tree rd ste 309

Duluth mn 55811

**I CERTIFY THAT I HAVE READ THE ABOVE QUESTIONS AND THAT THE ANSWERS ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.**

*Monte Mc...*

11/04/2015

Signature of Applicant

Date

The licensee must have one of the following:

Liquor liability insurance (Dram Shop) \$50,000 per person; \$100,000 more than one person; \$10,000 property destruction; \$50,000 and \$100,000 for loss of means of support. Attach "CERTIFICATE OF INSURANCE" to this form.

A surety bond from a surety company with minimum coverage as specified above in.

A certificate from the state treasurer that the licensee has deposited with the state, trust funds having a market value of \$100,000 or \$100,000 in cash or securities.

**IF LICENSE IS ISSUED BY THE COUNTY BOARD, REPORT OF COUNTY ATTORNEY**

Yes  No I certify that to the best of my knowledge the applicants named above are eligible to be licensed. If no, state reason.

Signature County Attorney

County

Date

**REPORT BY POLICE OR SHERIFF'S DEPARTMENT**

This is to certify that the applicant and the associates, named herein have not been convicted within the past five years for any violation of laws of the State of Minnesota, Municipal or County ordinances relating to intoxicating liquor, except as follows:

Signature

Department and Title

Date

**IMPORTANT NOTICE**

ALL RETAIL LIQUOR LICENSEES MUST REGISTER WITH THE ALCOHOL, TOBACCO TAX AND TRADE BUREAU.  
FOR INFORMATION CALL 513-684-2979 OR 1-800-937-8864

A \$30.00 service charge will be added to all dishonored checks. You may also be subjected to a civil penalty of \$100.00 or 100 % of the value of the check, whichever is greater, plus interest and attorney fees.



Minnesota Department of Public Safety  
**Alcohol and Gambling Enforcement Division (AGED)**  
 444 Cedar Street, Suite 222, St. Paul, MN 55101-5133  
 Telephone 651-201-7507 Fax 651-297-5259 TTY 651-282-6555

**Certification of an On Sale Liquor License, 3.2% Liquor license, or Sunday Liquor License**

**Cities and Counties:** You are required by law to complete and sign this form to certify the issuance of the following liquor license types:  
 1) City issued on sale intoxicating and Sunday liquor licenses  
 2) City and County issued 3.2% on and off sale malt liquor licenses

Name of City or County Issuing Liquor License **Grand Rapids** License Period From: \_\_\_\_\_ To: \_\_\_\_\_

Circle One:  New License  License Transfer  Suspension  Revocation  Cancel  
(former licensee name) (Give dates)

License type: (circle all that apply)  On Sale Intoxicating  Sunday Liquor  3.2% On sale  3.2% Off Sale

Fees: On Sale License fee: \$ 2,500.00 Sunday License fee: \$ 200.00 3.2% On Sale fee: \$ 150.00 3.2% Off Sale fee: \$ 100.00

Licensee Name: **Fuji Grand Rapids Inc.** DOB \_\_\_\_\_ Social Security # \_\_\_\_\_  
(corporation, partnership, LLC, or Individual)

Business Trade Name **Fuji Japanese Restaurant** Business Address **208 NE 3th Street** City **Grand Rapids**

Zip Code **55744** County **Itasca** Business Phone **2183263009** Home Phone **2625068831**

Home Address **3988 Louique Rd** City **Hennepin** Licensee's MN Tax ID # **4209673**  
(To Apply call 651-296-6181)

Licensee's Federal Tax ID # **47-5147370**  
(To apply call IRS 800-829-4933)

If above named licensee is a corporation, partnership, or LLC, complete the following for each partner/officer:

Partner Officer Name (First Middle Last)	DOB	Social Security #	Home Address
<b>Martin MA</b>	[REDACTED]	[REDACTED]	<b>3988 Louique Rd Hennepin MN 55811</b>
Partner Officer Name (First Middle Last)	DOB	Social Security #	Home Address
<b>Ying Yu</b>	[REDACTED]	[REDACTED]	<b>3988 Louique Rd Hennepin MN 55811</b>
Partner Officer Name (First Middle Last)	DOB	Social Security #	Home Address

Intoxicating liquor licensees must attach a certificate of Liquor Liability Insurance to this form. The insurance certificate must contain all of the following:

- 1) Show the exact licensee name (corporation, partnership, LLC, etc) and business address as shown on the license.
- 2) Cover completely the license period set by the local city or county licensing authority as shown on the license.

Circle One: (Yes/No) During the past year has a summons been issued to the licensee under the Civil Liquor Liability Law?

Workers Compensation Insurance is also required by all licensees: Please complete the following:

Workers Compensation Insurance Company Name: \_\_\_\_\_ Policy # \_\_\_\_\_

I Certify that this license(s) has been approved in an official meeting by the governing body of the city or county.  
 City Clerk or County Auditor Signature \_\_\_\_\_ Date \_\_\_\_\_  
(title)

**On Sale Intoxicating liquor licensees must also purchase a \$20 Retailer Buyers Card. To obtain the application for the Buyers Card, please call 651-201-7504, or visit our website at [www.dps.state.mn.us](http://www.dps.state.mn.us).**

State of Minnesota  
License Applicant Information

Under Minnesota Law (M.S. 270.72), the agency issuing you this license is required to provide to the Minnesota Commissioner of Revenue your Minnesota business tax identification number and the Social Security number of each license applicant.

Under the Minnesota Government Data Practices Act and the Federal Privacy Act of 1974, we must advise you that:

- This information may be used to deny the issuance, renewal or transfer of your license if you owe the Minnesota Department of revenue delinquent taxes, penalties or interest;
- The licensing agency will supply it only to the Minnesota of Revenue. However, under the Federal Exchange of Information Act, the Department of Revenue is allowed to supply this information to the Internal Revenue Service;
- Failing to supply this information may jeopardize or delay the issuance of your license or processing your renewal application.

Please fill in the following information and return this form along with your application to the agency issuing the license. Do not return this form to the department of revenue.

*Please print or type*

On-Sale Wine License, 3.2% Liquor

Name of license being applied for and license number

City of Grand Rapids

Licensing authority (name of city, county or state agency issuing license)

January 1, 2016

License renewal date

**Personal Information:**

Ma

Applicant's last name

3988 Lavaque Road, Hermantown, M 55811

Applicant's address

**Business information (if applicable):**

Fuji Japanese Restaurant

Business name

208 NE 3rd Street, Grand Rapids, MN 55744

Business address

4209673

47-5147370

Minnesota tax identification number

Federal tax identification number

*If a Minnesota tax identification number is not required, please explain on the reverse side of this form.*

Signature

Title

Date

*Ma*

*owner*

*11/04/2015*



Print

# Certificate of Compliance Minnesota Workers' Compensation Law

**THIS FORM MUST BE COMPLETED BY THE BUSINESS LICENSE APPLICANT**

**PRINT IN INK or TYPE**

Minnesota Statutes §176.182 requires every state and local licensing agency to withhold the issuance or renewal of a license or permit to operate a business in Minnesota until the applicant presents acceptable evidence of compliance with the workers' compensation insurance coverage requirement of Minnesota Statutes Chapter 176. If the required information is not provided or is falsely stated it shall result in a \$2,000 penalty assessed against the applicant by the commissioner of the Department of Labor and Industry.

A valid workers' compensation policy must be kept in effect at all times by employers as required by law.

License or certificate number (if applicable)	Business telephone number 218 326 9009	Alternate telephone number 262
-----------------------------------------------	-------------------------------------------	-----------------------------------

Business name (Provide the legal name of the business entity. If the business is a sole proprietor or partnership, provide the owner's name(s), for example John Doe, or John Doe and Jane Doe.)  
Fuji Japanese Restaurant

DBA ("doing business as" or "also known as" an assumed name), if applicable

Business address (must be physical street address, no P.O. boxes) 208 NE 3rd Street	City Grand Rapids	State MN	ZIP code 55744
County Itasca	Email address Wking1553@yahoo.com		

**YOUR LICENSE OR CERTIFICATE WILL NOT BE ISSUED WITHOUT THE FOLLOWING INFORMATION. You must complete number 1 or 2 below.**

**Number 1 – Workers' compensation insurance policy information**

Insurance company name (not the insurance agent) Lead Ways Insurance	NAIC number 630-582-1648
Policy number 003G761149	Effective date 10/02/2015
	Expiration date 10/02/2016

**Number 2 – Reason for exemption from workers' compensation insurance**

If you have questions regarding the need to obtain workers' compensation coverage, including exemptions, call (651) 284-5032 or 1-800-342-5354.

- I have no employees. (See Minnesota Statute § 176.011, subd. 9 for the definition of an employee.)
- I am self-insured for workers' compensation (attach a copy of the authorization to self-insure from the Minnesota Department of Commerce).
- I have employees but they are not covered by the workers' compensation law. (See Minnesota Statute § 176.041 for a list of excluded employees.) Explain why your employees are not covered:

I certify the information provided on this form is accurate and complete. If I am signing on behalf of a business, I certify I am authorized to sign on behalf of the business.

Print name Martin Ma	Title owner	Date 11/04/2015
Applicant signature (required) Martin Ma		

NOTE: You must notify the authority issuing your license if there is any change to your workers' compensation insurance information or an employee status change by resubmitting this form. This material can be made available in different forms, such as large print, Braille or audio.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 15-1756      **Version:** 1      **Name:** Laura Pfeifer  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 11/4/2015      **In control:** City Council  
**On agenda:** 11/9/2015      **Final action:**  
**Title:** Consider approving the verified claims for the period October 20, 2015 to November 2, 2015 in the total amount of \$893,781.72.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [COUNCIL BILL LIST 11-09-2015.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period October 20, 2015 to November 2, 2015 in the total amount of \$893,781.72.

### **Requested City Council Action**

Consider approving the verified claims for the period October 20, 2015 to November 2, 2015 in the total amount of \$893,781.72.

CITY OF GRAND RAPIDS BILL LIST - NOVEMBER 9, 2015

DATE: 11/04/2015  
 TIME: 12:51:22  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/09/2015

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0421725	DUTCH ROOM INC	200.49
1200500	L&M SUPPLY	39.96
1415377	NORTHERN BUSINESS PRODUCTS INC	18.98
1915248	SOFTWARE HARDWARE INTEGRATION	630.00
1920240	CHAD B STERLE	9,500.00
2114375	DEPARTMENT OF TREASURY	3,486.12
TOTAL CITY WIDE		13,875.55
ADMINISTRATION		
0104799	ADVANCED SERVICES INC	330.00
0218350	BRIER CLOTHING	845.00
1401232	NPELRA	0.00
1415377	NORTHERN BUSINESS PRODUCTS INC	3.49
1920240	CHAD B STERLE	122.65
T001033	PETRA MARQUART & ASSOCIATES	3,000.00
TOTAL ADMINISTRATION		4,301.14
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	33.80
1801555	RAPID PEST CONTROL INC	60.00
1909510	SIM SUPPLY INC	33.36
TOTAL BUILDING MAINTENANCE-CITY HALL		127.16
COMMUNITY DEVELOPMENT		
2018225	TREASURE BAY PRINTING INC	14.50
TOTAL COMMUNITY DEVELOPMENT		14.50
ENGINEERING		
1900225	SEH-RCM	5,889.75
TOTAL ENGINEERING		5,889.75
FINANCE		
0809436	HILDI INC	2,200.00
1415377	NORTHERN BUSINESS PRODUCTS INC	10.47
TOTAL FINANCE		2,210.47



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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 11/09/2015

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	19.99
0513235	EMERGENCY RESPONSE SOLUTIONS	419.91
1100550	KOZY/KMFY RADIO INC	578.00
1315730	MOTOROLA INC	78.00
1605740	PETROCHOICE-ANDERSON LUBRICANT	93.85
2300600	W.P. & R.S. MARS COMPANY	41.90
TOTAL FIRE		1,231.65
PUBLIC WORKS		
0100002	3D SPECIALTIES	192.33
0100046	ASV, LLC	1,374.72
0103325	ACHESON TIRE COMPANY INC	15.00
0104799	ADVANCED SERVICES INC	819.50
0112450	ALL FLAGS LLC	832.15
0121721	AUTO VALUE - GRAND RAPIDS	42.68
0121725	AUTOMOTIVE ELECTRIC LLC	121.36
0221650	BURGGRAF'S ACE HARDWARE INC	59.95
0301685	CARQUEST AUTO PARTS	636.97
0315455	COLE HARDWARE INC	144.31
0315501	COMPASS MINERALS AMERICA, INC.	14,914.50
0318900	CRYSTEEL TRUCK EQUIPMENT INC	543.66
0401420	DAKOTA FLUID POWER, INC	87.93
0409730	DIVERSIFIED INSPECTIONS, INC.	392.70
0601690	FASTENAL COMPANY	10.01
1200500	L&M SUPPLY	52.93
1415030	NAPA SUPPLY OF GRAND RAPIDS	16.92
1415479	NORTHERN DRUG SCREENING INC	18.00
1415484	NORTHERN LIGHTS TRUCK	277.38
1415536	NORTHLAND HYDRAULIC SERVICE	820.00
1415640	NORTRAX EQUIPMENT COMPANY	219.98
1421155	NUCH'S IN THE CORNER	73.00
1621125	PUBLIC UTILITIES COMMISSION	9,541.77
1801615	RAPIDS WELDING SUPPLY INC	208.70
1801897	RAYMOND JOHNSON	80.00
1813125	RMB ENVIROMENTAL	225.00
2015825	TOWMASTER INC	4,822.18
2209421	VIKING ELECTRIC SUPPLY INC	12.07
2605225	ZEE SERVICE COMPANY	88.85
TOTAL PUBLIC WORKS		36,644.55
FLEET MAINTENANCE		
0103325	ACHESON TIRE COMPANY INC	340.00

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INVOICES DUE ON/BEFORE 11/09/2015

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
0215900	BOYER FORD TRUCKS INC.	114.13
0301685	CARQUEST AUTO PARTS	468.44
1201850	LAWSON PRODUCTS INC	344.14
1301015	MACQUEEN EQUIPMENT INC	240.30
1301720	MATCO TOOLS	328.59
1415030	NAPA SUPPLY OF GRAND RAPIDS	200.07
1415484	NORTHERN LIGHTS TRUCK	53.29
1801590	RAPIDS FORD LINCOLN	104.56
TOTAL FLEET MAINTENANCE		2,193.52
POLICE		
0118625	ARROW EMBROIDERY	45.90
0201647	BARBARA SCHNEIDER FOUNDATION	24,911.00
0221650	BURGGRAF'S ACE HARDWARE INC	3.59
0301685	CARQUEST AUTO PARTS	364.81
0409501	DIMICH LAW OFFICE	4,583.33
0601680	FASHION TO FIT	22.50
0920057	ITASCA COUNTY SHERIFFS DEPT	8,171.88
1200500	L&M SUPPLY	56.24
1201434	LAKE WOODS CHRYSLER	188.84
1415377	NORTHERN BUSINESS PRODUCTS INC	373.20
1605665	PERSONNEL DYNAMICS LLC	682.50
1920233	STREICHER'S INC	369.68
1920555	STOKES PRINTING COMPANY	16.77
2000400	T J TOWING	385.00
2018225	TREASURE BAY PRINTING INC	69.00
TOTAL POLICE		40,244.24
RECREATION		
1506265	NORTHERN OFFICE OUTFITTER INC	69.99
TOTAL RECREATION		69.99
GENERAL FUND-LIQUOR/CHART GAMB		
1903320	STEVEN SCHAAR/PETTY CASH	2,000.00
TOTAL		2,000.00

CITY OF GRAND RAPIDS BILL LIST - NOVEMBER 9, 2015

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 11/09/2015

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	145.62
1801555	RAPID PEST CONTROL INC	57.50
1909510	SIM SUPPLY INC	37.95
	TOTAL	241.07
AIRPORT		
0221525	BUNES SEPTIC SERVICE INC	382.50
0221650	BURGGRAF'S ACE HARDWARE INC	22.22
0301685	CARQUEST AUTO PARTS	105.47
0315455	COLE HARDWARE INC	356.76
0504825	EDWARDS OIL INC	362.78
0801450	HALI-BRITE INC	661.94
2018680	TRU NORTH ELECTRIC LLC	477.00
	TOTAL	2,368.67
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	98.66
0221650	BURGGRAF'S ACE HARDWARE INC	77.64
0315495	COMMERCIAL REFRIGERATION	847.43
0501656	THE EARTHGRAINS COMPANY INC	52.08
0605670	FERRELLGAS	110.33
1301168	MARKETPLACE FOODS	68.82
1506265	NORTHERN OFFICE OUTFITTER INC	70.00
1605611	PEPSI-COLA	842.33
1801610	RAPIDS PLUMBING & HEATING INC	97.00
1901535	SANDSTROM COMPANY INC	1,240.13
1909510	SIM SUPPLY INC	161.75
2116600	UPPER LAKE FOODS INC	635.89
	TOTAL GENERAL ADMINISTRATION	4,302.06
RECREATION PROGRAMS		



CITY OF GRAND RAPIDS BILL LIST - NOVEMBER 9, 2015

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/09/2015

VENDOR #	NAME	AMOUNT DUE
RECREATION PROGRAMS		
1903330	SCHOOL DISTRICT #318	202.50
T001034	CHAD CHRISTOFFERSON	60.00
T001035	TOM ALVERSON	60.00
TOTAL		322.50
STATE HAZ-MAT RESPONSE TEAM		
0118625	ARROW EMBROIDERY	106.75
0513235	EMERGENCY RESPONSE SOLUTIONS	66.61
2300600	W.P. & R.S. MARS COMPANY	106.98
TOTAL		280.34
CEMETERY		
0103325	ACHESON TIRE COMPANY INC	20.00
0221650	BURGGRAF'S ACE HARDWARE INC	37.53
1200500	L&M SUPPLY	47.32
1415479	NORTHERN DRUG SCREENING INC	43.00
1615427	POKEGAMA LAWN AND SPORT	1.02
T000933	ROWE FUNERAL HOME	35.00
TOTAL		183.87
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	15.33
1605665	PERSONNEL DYNAMICS LLC	682.50
TOTAL		697.83
GENERAL CAPITAL IMPRV PROJECTS		
1903330	SCHOOL DISTRICT #318	398,000.00
TOTAL		398,000.00
AIRPORT CAPITAL IMPRV PROJECTS		
NO PROJECT		
0718016	GRAND RAPIDS CIVIL AIR PATROL	3,351.00

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 11/09/2015

VENDOR #	NAME	AMOUNT DUE
-----		
AIRPORT CAPITAL IMPRV PROJECTS		
NO PROJECT		
TOTAL NO PROJECT		3,351.00
2015 CRACK REPAIR & MASTER PLN		
0601325	FAHRNER ASPHALT	111,495.10
TOTAL 2015 CRACK REPAIR & MASTER PLN		111,495.10
STORM WATER UTILITY		
1621125	PUBLIC UTILITIES COMMISSION	16,592.13
TOTAL		16,592.13
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$ 646,637.09
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T	573.39
0114210	D. ANDERSON - CHANGE FUND	3,600.00
0212126	RICK BLAKE	186.88
0212751	BLUE CROSS BLUE SHIELD	89.88
0305530	CENTURYLINK COMMUNICATIONS LLC	54.11
0315454	TRAVIS COLE	121.90
0405447	DELTA DENTAL OF MINNESOTA	2,721.95
0405505	JAMES DENNY	319.50
0504610	RON EDMINSTER	74.75
0512230	ELEMENT PAYMENT SERVICES	65.00
0718015	GRAND RAPIDS CITY PAYROLL	203,393.85
0718070	GRAND RAPIDS STATE BANK	257.31
0900060	ICTV	22,217.30
0920055	ITASCA COUNTY RECORDER	1,702.00
1015323	KIM JOHNSON-GIBEAU	109.25
1209527	JOHN R. LINDER	116.90
1305046	MEDIACOM	75.90
1309199	MINNESOTA ENERGY RESOURCES	3,058.34
1503151	OCCUPATION DEVELOPMENT CENTER	41.50
1601470	MICHELE PALKKT	101.09
1601740	RENEE PATROW	88.55
1601750	PAUL BUNYAN COMMUNICATIONS	275.51
1621130	P.U.C.	3,891.71
1809501	ROBERT RIMA	142.90
1809505	CHRIS RIMA-CARLSON	99.94
1921620	SUPERIOR USA BENEFITS CORP	243.00
2000100	TASC	30.60

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CITY OF GRAND RAPIDS  
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INVOICES DUE ON/BEFORE 11/09/2015

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
2114360	UNITED PARCEL SERVICE	19.62
2205638	VERIZON WIRELESS-VSAT NORTH	50.00
2301700	WASTE MANAGEMENT	2,305.10
2621225	BRYAN ZUEHLKE	116.90
T001031	JOCELYN HENDRICKSON	1,000.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$247,144.63
TOTAL ALL DEPARTMENTS		893,781.72