



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, October 26, 2015

5:00 PM

City Hall Council Chambers

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, October 26, 2015 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

5:01 PM PRESENTATIONS/PROCLAMATIONS

[15-1707](#) Proclaim Service Dog Education & Awareness Day.

Attachments: [Service Dog Education & Awareness Day](#)

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.

5:03 PM PUBLIC FORUM

5:10 PM COUNCIL REPORTS

5:15 PM APPROVAL OF MINUTES

[15-1711](#) Approve City Council minutes for Tuesday, October 13, 2015 Worksession and Regular Meetings.

Attachments: [October 13, 2015 Regular Meeting](#)

[October 13, 2015 Worksession](#)

5:16 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. [15-1671](#) Consider adopting a resolution accepting a grant donation of \$1,428.00 from Minnesota

Energy Resources which will be used to purchase one (1) portable oxygen unit and five (5) hooligan tools.

Attachments: [0485_001.pdf](#)
[15-1671](#)

2. [15-1708](#) 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.
3. [15-1713](#) Accept summary of conclusions of evaluations of performance for City employee pursuant to Minn. Stat. sec. 13D.05, subd. 3(a) specifically Tom Pagel.
4. [15-1714](#) Hire regular part-time employees for the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation
5. [15-1720](#) Group Vision Care Plan Renewal Agreement and Premium Collection Form
Attachments: [Avesis Goup Vision Care Plan Renewal Agreement](#)
6. [15-1722](#) Hire William Block as Community Service Officer Trainer through Personnel Dynamics.
7. [15-1723](#) Consider waiving the statutory liability to the extent of the coverage purchased.
Attachments: [LMCIT - Liability Coverage Waiver Form](#)
8. [15-1724](#) Adopt a resolution to approve Court Data Services Subscriber to CJDN Subscriber Agreement
Attachments: [0556_001.pdf](#)
[0557_001.pdf](#)
[PD Joint Powers BCA](#)
9. [15-1728](#) A resolution supporting Independent School District (ISD) 318 in their efforts to pass a bond referendum for two elementary schools.
Attachments: [10-26-15 ISD 318 Resolution.pdf](#)
10. [15-1730](#) Approve temporary liquor license for the Grand Rapids Players, event to be held on November 20, 2015 at MacRostie Art Center.
Attachments: [Grand Rapids Players Temp Liquor](#)
11. [15-1731](#) Petra Marquart and Associates Letter of Agreement.
Attachments: [Petra Marquart and Associates Letter of Agreement](#)

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

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

ACKNOWLEDGE BOARDS & COMMISSIONS

12. [15-1719](#) 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
Attachments: [9-15-2015 Golf Board minutes](#)
[August 26, 2015 Human Right Minutes](#)
[July 15, 2015 Civic Center & Park and Rec Board Minutes](#)
[September 1, 2015 Arts & Culture Minutes](#)
[September 9, 2015 Library Board Minutes](#)
[September 16, 2015 PUC Minutes](#)
[September 29, 2015 Special PUC Meeting Minutes](#)

**5:20 DEPARTMENT HEAD REPORT
PM**

13. [15-1729](#) Finance Department Head Report
Attachments: [Finance Report 10/26/2015.pdf](#)

**5:30 COMMUNITY DEVELOPMENT
PM**

14. [15-1718](#) 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.
Attachments: [Braun Phase 1 & Phase 2 proposal former public works site](#)

**5:35 ADMINISTRATION DEPARTMENT
PM**

15. [15-1725](#) Consider appointment to Arts & Culture Commission.
Attachments: [Leah Yellowbird Application](#)

**5:40 VERIFIED CLAIMS
PM**

16. [15-1721](#) Consider approving the verified claims for the period October 6, 2015 to October 19, 2015 in the total amount of \$531,032.24.
Attachments: [CITY OF GRAND RAPIDS BILL LIST 10-26-15.pdf](#)

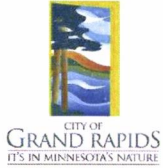
**5:45 ADJOURNMENT
PM**

NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 9, 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)

File #: 15-1707 **Version:** 1 **Name:** Service Dog proclamation
Type: Agenda Item **Status:** PRESENTATIONS/PROCLAMATIONS
File created: 10/12/2015 **In control:** City Council
On agenda: 10/26/2015 **Final action:**
Title: Proclaim Service Dog Education & Awareness Day.
Sponsors:
Indexes:
Code sections:
Attachments: [Service Dog Education & Awareness Day](#)

Date	Ver.	Action By	Action	Result
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Proclaim Service Dog Education & Awareness Day.

PROCLAMATION

SERVICE DOG EDUCATION & AWARENESS DAY

WHEREAS: the primary objective of this event is to increase awareness and education regarding the rights and responsibilities of service dogs and their handlers; and

WHEREAS: heretofore there has been little education regarding the rights and responsibilities of service dogs and their handlers; and

WHEREAS: the contributions of service dogs and their handlers have been previously unrecognized in the areas of advocacy for veterans and for those with visible and invisible disabilities; and

WHEREAS: the activities, programs and ceremonies of this day represent a commitment to increased awareness and education regarding service dogs and their handlers and the respect, dignity and access rights to which they are entitled.

NOW THEREFORE, BE IT RESOLVED: that I, Dale Adams, Mayor of The City of Grand Rapids, Minnesota, do hereby proclaim November 6, 2015 to be Service Dog Education and Awareness Day and encourage all residents to recognize the enduring value, rights and responsibilities of Service Dogs and their Handlers and join in celebrating this day.

IN WITNESS WHEREOF, I have hereto subscribed my name and the seal of the City of Grand Rapids, Minnesota, this 26th day of October, Two thousand and fifteen.

Dale Adams, Mayor
City of Grand Rapids



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1711 **Version:** 1 **Name:** Council minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 10/14/2015 **In control:** City Council
On agenda: 10/26/2015 **Final action:**
Title: Approve City Council minutes for Tuesday, October 13, 2015 Worksession and Regular Meetings.
Sponsors:
Indexes:
Code sections:
Attachments: [October 13, 2015 Regular Meeting](#)
[October 13, 2015 Worksession](#)

Date	Ver.	Action By	Action	Result
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Approve City Council minutes for Tuesday, October 13, 2015 Worksession and Regular Meetings.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Tuesday, October 13, 2015

5:00 PM

City Hall Council Chambers

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Tuesday, October 13, 2015 at 5:32 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

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

Others present:

Tom Pagel, Chad Sterle, Jeff Davies, Julie Kennedy, Barb Baird, Steve Schaar

PRESENTATIONS/PROCLAMATIONS

None.

MEETING PROTOCOL POLICY

5:01 PM PUBLIC FORUM

Benjamin Braff, formerly of showboat, addressed the Council regarding the property discussions that took place during the earlier closed meeting.

City Attorney, Chad Sterle, explained that discussion during the closed session relative to a possible land exchange of real property remains confidential until formal action is brought before the Council. A summary regarding the employee evaluation portion of the closed meeting will be presented at the next Council meeting.

5:06 PM COUNCIL REPORTS

Councilor Zabinski provides update regarding the PUC's search for a Manager, to fill the position upon the retirement of Anthony Ward. The selection process is underway and five applicants have been identified to continue moving forward.

Mayor Adams acknowledges celebration of Indigenous Peoples Day on October 12, 2015, stating it was a great success and well attended.

**5:11 APPROVAL OF MINUTES
PM**

Approve minutes for September 28, 2015 Worksession & Regular Minutes

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

**5:12 CONSENT AGENDA
PM**

1. An agreement between the City of Grand Rapids and ISD 318 related to grants for the Reif Center renovations.
Approved by consent roll call
2. Approve Court Data Services Subscriber agreement to the CJDN Subscriber Agreement
Approved by consent roll call
3. Consider adopting a resolution accepting a grant donation of \$1,428.00 from Minnesota Energy Resources which will be used to purchase one (1) portable oxygen unit and five (5) hooligan tools.
Postponed to next meeting on October 26, 2015.
4. Consider approving a resolution accepting a donation of \$100.00 from Miners of Grand Rapids, Inc. dba Cub Foods #5229 to be used for the Indigenous People's Day event.
Adopted Resolution 15-81, accepting donations for fire department equipment by consent roll call
6. Consider approving a resolution authorizing preliminary approval of a project on behalf of the Charles K. Blandin Foundation and calling for a public hearing on Monday November 9, 2015 on or after 5:00 p.m.
Adopted Resolution 15-82, calling public hearing for Charles K. Blandin Foundation project by consent roll call
7. Rescission of conditional offer of employment and request to re-post Building/Fire Inspector position.
Approved by consent roll call
8. Hire regular part-time employees for the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation
Approved by consent roll call
9. Approve final payment to Nelson Roofing for the IRA Civic Center roof replacement

Approved by consent roll call

- 10. Consider approving Final Payment of \$138,411.62 to Casper Construction related to CP 2011-2, Crystal Lake Boulevard Improvement Project.

Approved by consent roll call

- 10a. Approve grant agreement with Iron Range Resources & Rehabilitation Board and adopt a resolution accepting grant funds in the amount of \$3,351.00 for the removal of asbestos in the old Civil Air Patrol building.

Adopted Resolution 15-83, approving grant agreement by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Zabinski, seconded by Councilor Blake, to approve the Consent agenda, amended as follows: postponing item #3, deleting item #5 for duplicate file and adding item #10a, a resolution and grant agreement with IRRRB. The motion carried by the following vote

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

**5:22 SETTING OF REGULAR AGENDA
PM**

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

ACKNOWLEDGE BOARDS & COMMISSIONS

None.

**5:23 DEPARTMENT HEAD REPORT
PM**

- 11. Public Works ~ Jeff Davies

Public Work Director, Jeff Davies, provides semi-annual report regarding the activities of the Public Works department. Specifically noted the following:

- ~ City Park Maintenance*
- ~ Labor reports*
- ~ Crack sealing & pavement patching*
- ~ Reviewed snow & ice control fleet*

Received and Filed

5:33 ENGINEERING**PM**

12.

A resolution declaring the official intent of the City to reimburse certain expenditures from the proceeds of bonds to be issued by the City.

A motion was made by Councilor Christy, seconded by Councilor Zeige, to adopt Resolution 15-84, declaring intent to reimburse expenditures from proceeds of bonds to be issued by the City. The motion carried by the following vote.

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

13.

Consider adopting a resolution approving MnDOT Contract No. 1001610 for Phase I Archaeological Survey and Phase II Evaluations for CP 2010-5, the Mississippi River Pedestrian Bridge, and authorizing the Mayor to sign the Contract with a total City obligation up to \$4,891.43.

A motion was made by Councilor Zabinski, seconded by Councilor Blake, adopting Resolution 15-85, approving MnDOT Contract for Phase I Archaeological Survey & Phase II Evaluations for CP 2010-5, Mississippi River Pedestrian Bridge. The motion carried by the following vote.

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

5:43 ADMINISTRATION DEPARTMENT**PM**

14.

Termination of an Agreement Between City of Grand Rapids and City of Bovey for Accounting and Financial Services.

A motion was made by Councilor Christy, seconded by Councilor Zabinski, to terminate agreement with the City of Bovey for accounting services. The motion carried by the following vote.

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

15.

An Interlocal Agreement between the City of Grand Rapids and the City of LaPrairie for Financial Services.

A motion was made by Councilor Blake, seconded by Councilor Zeige, approving interlocal agreement with City of LaPrairie for Financial Services. The motion carried by the following vote.

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

**5:53 VERIFIED CLAIMS
PM**

16. Consider approving the verified claims for the period September 22, 2015 to October 5, 2015 in the total amount of \$637,399.66, of which \$145,000.00 are investments.

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

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

**5:54 ADJOURNMENT
PM**

A motion was made by Councilor Ed Zabinski, seconded by Councilor Bill Zeige, to adjourn the meeting at 6:06 PM. The motion PASSED by unanimous vote.

Respectfully submitted: Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Tuesday, October 13, 2015

City Hall Conference Room 2A

IMMEDIATELY FOLLOWING THE CLOSED MEETING

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Tuesday, October 13, 2015 at 5:03 in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

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

Others present:

Tom Pagel, Chad Sterle, Jeff Davies, Barb Baird, Steve Schaar, Julie Kennedy

Discussion Items

1. An update on the Toward Zero Death initiative by Itasca County Health and Human Services (ICHHS)
Kim Johnson, Public Health, provides information regarding grant for Towards Zero Death movement, statistics regarding serious injuries and deaths on Minnesota roads in the last couple of years, programs offered and the ultimate goal of having zero deaths in the future.
- 1a. Discuss special ballot on RAMS Constitution & By-Laws.
Councilor Zabinski provides background regarding the proposed changes to the RAMS constitution and by-laws. As Council representative, Councilor Zabinski will cast a ballot on behalf of the City of Grand Rapids City Council. Recommendation is to move forward and vote in support of proposed changes.
2. Review 5:00 PM Regular Meeting
Postponed #3 until next meeting, deleted #5 for repetition, and added 10A.

ADJOURN

There being no further business, the meeting adjourned at 5:31 pm.

Respectfully submitted: Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1671 **Version:** 1 **Name:** Consider adopting a resolution accepting a grant donation of \$1,428.00 from Minnesota Energy Resources which will be used to purchase one (1) portable oxygen unit and five (5) hooligan tools.

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

File created: 10/6/2015 **In control:** City Council

On agenda: 10/26/2015 **Final action:**

Title: Consider adopting a resolution accepting a grant donation of \$1,428.00 from Minnesota Energy Resources which will be used to purchase one (1) portable oxygen unit and five (5) hooligan tools.

Sponsors:

Indexes:

Code sections:

Attachments: [0485_001.pdf](#)
[15-1671](#)

Date	Ver.	Action By	Action	Result
10/13/2015	1	City Council		
10/13/2015	1	City Council		

Consider adopting a resolution accepting a grant donation of \$1,428.00 from Minnesota Energy Resources which will be used to purchase one (1) portable oxygen unit and five (5) hooligan tools.

Background Information:

Several months ago we applied for a Minnesota Energy Resources grant and recently we were notified we were one of 6 agencies who received a grant. Minnesota Energy Resources awarded 6 grants totaling \$10,000.00 dollars.

Last year we implemented a policy that we respond to medical emergencies, providing emergency first aid to the sick and injured and assisting the paramedics when they arrive. Meds 1 loaned to us portable oxygen units that are shared among 15 patrol officers and placed in their squad cars at the beginning of their shifts, buying another portable oxygen unit will allow most of our patrol officers on duty to be able to carry one. Oxygen units are very beneficial in medical emergencies involving head injuries, heart attacks, and strokes.

Because our officers are usually the first to arrive on scene of an emergency, one tool in particular can be very beneficial, that is a hooligan tool. A hooligan tool is a specially designed metal bar, used to pry open doors and break glass to gain access to injured people in automobile crashes.

The cost of the one (1) portable oxygen unit is \$428.00, the cost of the hooligan tools are \$200.00 per tool. The total cost of the items total the amount of the grant \$1,428.00.

Staff Recommendation:

Please consider adopting a resolution to accept a \$1,428.00 grant from Minnesota Energy Resources.

Requested City Council Action

If the Council so desires, please consider adopting a resolution to accept a \$1,428.00 grant from Minnesota Energy Resources to purchase one (1) portable oxygen unit and five (5) hooligan tools.



Minnesota Energy Resources
1995 Rahncliff Court, Suite 200
Eagan, MN 55122

August 27, 2015

Grand Rapids Police Department
Scott Johnson
420 N Pokegama Ave
Grand Rapids, MN 55744

Dear Scott Johnson:

Congratulations! Your organization has been selected to receive one of the *It's Worth The Energy Safety Grants* made possible by Minnesota Energy Resources and our charitable giving entity, Wisconsin Public Service Foundation.

This was the first year this grant opportunity was offered to emergency response agencies in our service territory. We were overwhelmed with the response and we were impressed with quality of applications received.

After an independent review of all applications, we are excited to announce that your grant request is one of six chosen for a total of \$10,000 to be awarded. We are pleased to be able to fund your project and thank you for your dedication to public safety. You can expect to receive a Foundation check in the amount of \$1,428 in the next few weeks. If you release or publish information about this donation, please mention Minnesota Energy Resources and Wisconsin Public Service Foundation.

Minnesota Energy Resources is proud to be your partner in safety education and we pledge to continue our long-time commitment to supporting emergency response agencies in our service territory. For information on gas and electric safety training and free materials visit our website: <http://www.minnesotaenergyresources.com/business/responder.aspx>

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Larson", with a long horizontal flourish extending to the right.

Jeff Larson
Sr External Affairs Manager
JWLarson@minnesotaenergyresources.com

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

RESOLUTION NO. 15-

A RESOLUTION ACCEPTING A \$1,428.00 DONATION FROM MINNESOTA ENERGY RESOURCES FOR THE GRAND RAPIDS POLICE DEPARTMENT TO PURCHASE MEDICAL EMERGENCY EQUIPMENT FOR PATROL VEHICLES

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:

- Minnesota Energy Resources has donated \$1,428.00 for the purchase of one (1) portable oxygen unit and five (5) hooligan tools to be carried in the police patrol vehicles.

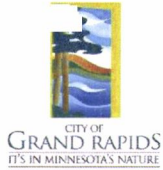
Adopted this 13th day of October 2015

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 #: 15-1708 **Version:** 1 **Name:** 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.

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

File created: 10/13/2015 **In control:** City Council

On agenda: 10/26/2015 **Final action:**

Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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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.

Background Information:

On an annual basis, the Grand Rapids Police Department conducts a Citizens Police Academy. The Citizens Police Academy is designed to be an interactive relationship between our officers and our citizens. As a result of this program, the police department has been able to build many positive community relationships and at a very minimal cost to the department

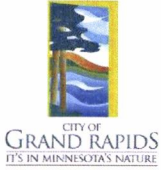
2015 Citizens Police Academy participants Robert & Linda Stein, would like to make a donation of \$50.00 to the program. Mr. & Mrs. Stein appreciated the opportunity to have been part of the program and would like to help in keeping our department costs down.

Staff Recommendation:

It is our recommendation to the city council to adopt a resolution accepting a donation of \$50.00 from Mr. & Mrs. Stein to be used for next year's Citizens Police Academy.

Requested City Council Action

If the council so desires, please consider adopting a resolution allowing the Grand Rapids Police Department to accept a donation of \$50.00 from Mr. & Mrs. Stein in support of the Grand Rapids Police Department's Citizens Police Academy.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1713 **Version:** 1 **Name:** Evaluation Summary
Type: Agenda Item **Status:** Consent Agenda
File created: 10/16/2015 **In control:** City Council
On agenda: 10/26/2015 **Final action:**
Title: Accept summary of conclusions of evaluations of performance for City employee pursuant to Minn. Stat. sec. 13D.05, subd. 3(a) specifically Tom Pagel.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Accept summary of conclusions of evaluations of performance for City employee pursuant to Minn. Stat. sec. 13D.05, subd. 3(a) specifically Tom Pagel.

Background Information:

At the closed meeting on October 13th, City Administrator Pagel outlined his progress toward his 2015 goals. A summary of his progress is as follows:

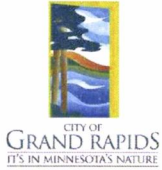
1. Expansion of Natural Gas - Through the expansion by NW Gas and MERC, almost all residents in the City have access to natural gas with the exception of residents who live on Peterson Road in the northern portion of the city and residents on Hwy 38 north of Peterson Road. In this area it is simply not feasible at this time to provide natural gas service.

Mr. Pagel's goal for connections on the MERC expansion this year was 30 homes. To date they have reached over 50 homes due in large part to Julie Kennedy's efforts. Ultimately, 120 out of 159 homes need to be connected to recover the CIAC fee.
2. Arbo Township Collaboration - The City has terminated its employee agreement with Arbo. This has allowed the City to better manage its Storm Water Utility by assigning Steve Anderson to the management of the MS4 permit. This will ensure compliance with the MPCA.
3. Develop Police Chief transition plan - The concept of a transition plan was discussed and will be addressed again in the future. Mr. Pagel will continue to develop with the assistance of Lynn DeGrio, HR Director, and Scott Johnson, Chief of Police.
4. Comprehensive Plan Goal Setting - Mr. Pagel has not had time to focus on this work task.
5. Coffee with Mayor & Administrator - After 1-1/2 years this program was terminated due to the lack of public participation.
6. Rail Service Support - Mr. Pagel, City staff, and local industries, continue to move forward with preliminary design concepts.

7. Business Development - Mr. Pagel continues to assist Rob Mattei, Community Development Director with work on potential economic development.
8. Supporting Business Expansion - The City continues to move forward with preparing the site for UPM's potential future expansion. Grand Rapids continues to work with MDI on their goals of improving their recycle operations. The City is also working with ICC and the ICHRA to determine if it is feasible to construct another student housing facility.
9. Other - Mr. Pagel with assistance from Barb Baird, Finance Director, developed a fair agreement with the City of LaPrairie for financial services.

Requested City Council Action

Accept summary of conclusions of evaluation of performance for City employee pursuant to Minn. Stat. sec. 13D.05, subd. 3(a) specifically Tom Pagel.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1714 **Version:** 1 **Name:** Conc. Hire-Franzone, Kempainen, Schlauderaff
Type: Agenda Item **Status:** Consent Agenda
File created: 10/20/2015 **In control:** City Council
On agenda: 10/26/2015 **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 October 27, 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.

Lindsey Franzone	Concessions starting at \$9.00 per hour
Andrea Kempainen	Concessions starting at \$9.00 per hour
Shiloh Schlauderaff	Concessions starting at \$9.00 per hour

Staff Recommendation:

Recommend the hiring of Lindsey Franzone, Andrea Kempainen and Shiloh Schlauderaff as regular part-time employees starting at \$9.00 an hour with the IRA Civic Center beginning October 27, 2015.

Requested City Council Action

Consider approving the hiring of Lindsey Franzone, Andrea Kempainen and Shiloh Schlauderaff as regular part-time employees starting at \$9.00 an hour with the IRA Civic Center beginning October 27, 2015.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1720 **Version:** 1 **Name:** Group Vision Care Plan Renewal Agreement and Premium Collection Form

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

File created: 10/20/2015 **In control:** City Council

On agenda: 10/26/2015 **Final action:**

Title: Group Vision Care Plan Renewal Agreement and Premium Collection Form

Sponsors:

Indexes:

Code sections:

Attachments: [Avesis Goup Vision Care Plan Renewal Agreement](#)

Date	Ver.	Action By	Action	Result
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Group Vision Care Plan Renewal Agreement and Premium Collection Form

Background Information:

The City of Grand Rapids offers a Vision Plan option to employees, where employees pay 100% of the premium. Avesis is the vision care provider, and offer a two (2) year guarantee on the premium rates. The attached Group Vision Care Plan Renewal Agreement needs to be signed along with the attached Premium Collection Form in order to continue offering the coverage to employees. The renewal period is January 1, 2016 to December 31, 2017.

Staff Recommendation:

Lynn DeGrio, Human Resources Director, is recommending authorizing the Mayor to sign the Group Vision Care Plan Renewal Agreement and Premium Collection Form in order to continue offering vision benefits.

Requested City Council Action

Consider authorizing the Mayor to sign the Group Vision Plan Renewal Agreement and the Premium Collection Form for the renewal period January 1, 2016 to December 31, 2017.



09/21/2015

RE: City of Grand Rapids
Advantage Vision Plan Renewal

Thank you for choosing Avesis as your vision care provider. We are privileged to have City of Grand Rapids as our client. We are committed to maintaining our high customer satisfaction rating by ensuring that our clients receive the best vision care experience available. We look forward to continuing our relationship with you and serving as your vision carrier of choice in the upcoming years.

We are pleased to offer a two (2) year guarantee with the following premium rates:

Group Number:	50790-1599
Renewal Period:	January 1, 2016 to December 31, 2017
Plan:	980
Current Rates:	\$5.96 / \$11.27 / \$12.28 / \$15.81
Renewal Rates*:	\$6.26 / \$11.83 / \$12.89 / \$16.60

Your vision benefits will renew automatically on the date shown above unless otherwise indicated by you in advance of the scheduled renewal date. Please sign and return the attached Renewal Agreement and your vision plan will continue to remain in effect from 01/01/2016 to 12/31/2017. Signed renewals should be emailed to renewals@avesis.com or faxed to 1-855-643-6630 within 30 days of the renewal date.

If you should have any questions or need additional information regarding your renewal, please contact me at 844-630-1100 or by email at accountmanager@avesis.com.

Sincerely,

The Core Account Team
Account Manager

*Premium is subject to adjustment in the event of changes in benefits, contributions, or the number of eligible employees, or any future additional tax, fee or assessment imposed by the Federal or State governments with associated administrative costs and expenses.

**Beginning in 2014, health insurers are required to pay an annual Health Insurer Assessment Fee (HIAF) in accordance with Section 9010 of the Patient Protection and Affordable Care Act (PPACA). The amount due from each insurer is based on the insurer's market share of health premiums, including dental and vision insurance premiums. Rates in this renewal notification are adjusted to reflect the estimated cost of this fee. We reserve the right to adjust rates based on PPACA fees or assessments imposed by any governmental authority or agency.





GROUP VISION CARE PLAN RENEWAL AGREEMENT

Group Number: 50790-1599
Renewal Period: January 1, 2016 to December 31, 2017
Plan: 980
Current Rates: \$5.96 / \$11.27 / \$12.28 / \$15.81
Renewal Rates*: \$6.26 / \$11.83 / \$12.89 / \$16.60

*Premium is subject to adjustment in the event of changes in benefits, contributions, or the number of eligible employees, or any future additional tax, fee or assessment imposed by the Federal or State governments with associated administrative costs and expenses.

**Beginning in 2014, health insurers are required to pay an annual Health Insurer Assessment Fee (HIAF) in accordance with Section 9010 of the Patient Protection and Affordable Care Act (PPACA). The amount due from each insurer is based on the insurer's market share of health premiums, including dental and vision insurance premiums. Rates in this renewal notification are adjusted to reflect the estimated cost of this fee. We reserve the right to adjust rates based on PPACA fees or assessments imposed by any governmental authority or agency.

Total Eligible Lives ____

For: **City of Grand Rapids**

By: **Avesis Third-Party Administrator**

Signature

Michael Reamer

Signature

Date

09/21/2015

Date

Typed or Printed Name

Micheal Reamer

Typed or Printed Name





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 12/31/2017 (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? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Does this Plan replace a former Plan? <input type="checkbox"/> No <input type="checkbox"/> Yes Name of former Plan _____						
COBRA Period Begins: <input type="checkbox"/> First of the month following qualifying event <input type="checkbox"/> Day after qualifying event <input type="checkbox"/> Other (please specify) _____						
Insurance Carrier Name _____ Carrier Address _____						

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

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

Dental:		\$	\$	\$	\$	\$
Is this Plan Self-Funded? <input type="checkbox"/> No <input type="checkbox"/> Yes						
Does this Plan replace a former Plan? <input type="checkbox"/> No <input type="checkbox"/> Yes Name of former Plan _____						
COBRA Period Begins: <input type="checkbox"/> First of the month following qualifying event <input type="checkbox"/> Day after qualifying event <input type="checkbox"/> Other (please specify) _____						
Insurance Carrier Name _____ Carrier Address _____						

Vision:	Without Exam	\$	\$6.26	\$	\$11.83	\$	\$0.00	\$	\$16.60	\$	\$12.89
Is this Plan Self-Funded? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes											
Does this Plan replace a former Plan? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes Name of former Plan <u>Avesis Vis</u>											
COBRA Period Begins: <input checked="" type="checkbox"/> First of the month following qualifying event <input type="checkbox"/> Day after qualifying event <input type="checkbox"/> Other (please specify) _____											
Insurance Carrier Name _____ Carrier Address _____											

HRA:	\$	\$	\$	\$	\$
Other:	\$	\$	\$	\$	\$
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 #: 15-1722 **Version:** 1 **Name:** Hire William Block as Community Service Officer Trainer through Personnel Dynamics.
Type: Agenda Item **Status:** Consent Agenda
File created: 10/21/2015 **In control:** City Council
On agenda: 10/26/2015 **Final action:**
Title: Hire William Block as Community Service Officer Trainer through Personnel Dynamics.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Hire William Block as Community Service Officer Trainer through Personnel Dynamics.

Background Information:

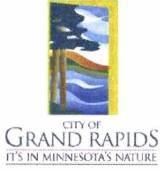
William Block, retired Police Sergeant for the City of Grand Rapids, was formerly a Community Assistance Officer. With the recent hire of Carl Fischer as the Community Service Officer, we would like to have William train Carl for a period of time not to exceed 30 days at a rate of \$30.00 per hour plus administrative costs. By using Personnel Dynamics, they will cover the Workers Compensation coverage as well as any taxes, etc. for a total hourly cost of \$39.00.

Staff Recommendation:

Assistant Police Chief Steve Schaar and Human Resources Director Lynn DeGrio are recommending the hire of William Block through Personnel Dynamics at a rate of \$30.00 per hour plus administrative expenses for a period of time not to exceed 30 days.

Requested City Council Action

Consider hiring William Block as a Community Service Officer Trainer through Personnel Dynamics at a rate of \$30.00 per hour plus administrative costs not to exceed 30 days.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1723 **Version:** 1 **Name:** Consider waiving the statutory liability to the extent of the coverage purchased.
Type: Agenda Item **Status:** Consent Agenda
File created: 10/21/2015 **In control:** City Council
On agenda: 10/26/2015 **Final action:**
Title: Consider waiving the statutory liability to the extent of the coverage purchased.
Sponsors:
Indexes:
Code sections:
Attachments: [LMCIT - Liability Coverage Waiver Form](#)

Date	Ver.	Action By	Action	Result
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Consider waiving the statutory liability to the extent of the coverage purchased.

Background Information:

In previous years, the issue of whether or not to waive the statutory tort liability limits to the extent of the coverage purchased has been discussed in detail. It has been determined that the City would waive the monetary limits on the tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT. Claims to which the statutory municipal tort limits do not apply are not affected by this decision. In the past, we have opted to waive the statutory tort limits and not purchase excess liability. Because this decision must be made by the City Council annually, we are again asking that it continue to be waived.

Staff Recommendation:

Waive the monetary limits on tort liability established by Minnesota Statutes 466.04, to the extent of the limits of the liability coverage obtained from LMCIT.

Requested City Council Action

Consider continuing to waive the statutory tort limits to the extent of the coverage purchased.



CONNECTING & INNOVATING
SINCE 1913

LIABILITY COVERAGE – WAIVER FORM

LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to pstech@lmc.org

This decision must be made by the member's governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

- *If the member does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.*
- *If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member's liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*
- *If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

Claims to which the statutory municipal tort limits do not apply are not affected by this decision.

City of Grand Rapids selects liability coverage limits of \$ 2,000,000 from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

- The member **DOES NOT WAIVE** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04.
- The member **WAIVES** the monetary limits on municipal tort liability established by Minnesota Statutes, Section 466.04 to the extent of the limits of the liability coverage obtained from LMCIT.

Date of city council/governing body meeting 10/26/15

Signature _____ Position Mayor

Changes to the New Liability Premium Rating System

Over the last couple years, some members saw their liability, auto liability and no-fault sewer backup premiums go up while others saw decreases. This was the result of the new liability system's more equitable allocation of premium costs among all members.

To provide a gradual transition to the premium changes, LMCIT has applied a transition mechanism to avoid shock increases for individual members. For the 2014-15 underwriting year, which is the third year of transition to the new system, members will see:

- General liability and auto liability premium increases capped at 15% (50% for drug task forces; 30% for no-fault sewer backup).
- General liability decreases constrained at 15%, with no constraints on all other lines of coverage.

Workers' Compensation Rates

Members with renewals on or after January 1, 2015 will see a 5% increase in overall rate levels. One of the main reasons for this year's rate increase is because of rising medical costs, which now make up 60% of LMCIT's total workers' compensation loss costs. Rates for 2015 assume that medical costs will continue to increase at a rate of about 9% annually, which significantly outpaces the increase in wage levels.

In addition to the overall rate increase, rates for volunteer firefighters will increase an additional 2%. These rates are based on population served, rather than payroll, and therefore lag all other class rates essentially by the amount of annual wage inflation. This slight increase will allow volunteer firefighter rates to stay in line with other job classes.

The LMCIT Board also decided to decrease rates for LMCIT's optional volunteer accident coverage by 10% because of the very low loss experience and the growth in member participation for this line of coverage. The volunteer accident coverage provides disability, death, and impairment benefits to city volunteers who are injured while performing volunteer services for the city. Cities can also add a limited medical benefit as an extra cost option. At the new rate, the basic charge is \$.05 per capita, subject to a minimum premium of \$75 and a maximum premium of \$750.

Coverage Changes

The following coverage changes will take effect for property/casualty coverages renewing on or after November 15, 2014.

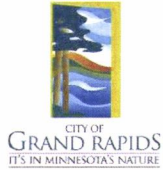
Liability Coverage

Liability coverage limits increase

Beginning with renewals on or after November 15, 2014, LMCIT will increase the per-occurrence liability coverage limit from \$1.5 million to \$2 million. The annual aggregate liability limits will also increase from \$2 million to \$3 million for most of the exposures where annual aggregate limits apply, including products liability, failure to supply utilities, data security breaches, electric magnetic fields (EMF), limited pollution, and mold. The only exposures where the annual aggregate will not change is for LMCIT's land use/special risk litigation coverage (\$1 million) and on coverage for claims arising from activities of outside organizations (\$100,000).

New Liability Rating System

LMCIT projects it will be nearly fully transitioned to the new liability rating method by the start of the 2015-16 underwriting year. To learn more about the specifics of the new liability system and the changes made to it over the last three years, go to www.lmc.org/rating.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	15-1724	Version:	1	Name:	Adopt a resolution to approve Court Data Services Subscriber to CJDN Subscriber Agreement
Type:	Agenda Item	Status:			Consent Agenda
File created:	10/21/2015	In control:			City Council
On agenda:	10/26/2015	Final action:			
Title:	Adopt a resolution to approve Court Data Services Subscriber to CJDN Subscriber Agreement				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	0556_001.pdf 0557_001.pdf PD Joint Powers BCA				

Date	Ver.	Action By	Action	Result
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Adopt a resolution to approve Court Data Services Subscriber to CJDN Subscriber Agreement

Background Information:

To access the state criminal justice database to report statistical information as required by law, query wanted and missing persons, entering missing persons and stolen items, each law enforcement agency in Minnesota needs to have in place an agreement between that agency and the Minnesota Department of Public Safety, Bureau of Criminal Apprehension (BCA).

Recently, the BCA contacted each law enforcement agency in the state, including the Grand Rapids Police Department, informing us that as of July 1, 2016 all transactions with the State Court must be in electronic form. This is part of the new court rules that were adopted by the State Courts. It creates additional work for attorneys and law enforcement agencies and saves work for the courts in that they do not have to enter data received from each into their electronic system. Law Enforcement has no choice in the matter.

We recently entered into an amended agreement which was passed at the council meeting on June 22, 2015. Our original contract ends this November, so we must renew our Court Date Services Subscriber Agreement to the CJDN Subscriber Agreement and must be approved by each City Council and County Board.

Staff Recommendation:

It is the recommendation of the Police Department to adopt a resolution approving the Court Date Services Subscriber Agreement to CJDN Subscriber Agreement, between the City of Grand Rapids and the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension, be approved by the City Council.

Requested City Council Action

Adopt a resolution approving the Court Data Services Subscriber Amendment to CJDN Subscriber Agreement.

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the City of Grand Rapids on behalf of its Police Department ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of Three Hundred Ninety Dollars (\$390.00) or a total annual cost of One Thousand Five Hundred Sixty Dollars (\$1,560.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Chief Scott Johnson, 420 Pokegama Avenue N, Grand Rapids, MN 55744, (218) 326-3464, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 BCA and Agency. The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 Court Records. If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 Investigation. Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber

Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment ("Subscriber Amendment") is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, ("BCA") and the City of Grand Rapids on behalf of its Police Department ("Agency"), and by and for the benefit of the State of Minnesota acting through its State Court Administrator's Office ("Court") who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 99048, of even or prior date, for Agency use of BCA systems and tools (referred to herein as "the CJDN Subscriber Agreement"). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers ("Master Authorization Agreement") between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.

ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.

iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.

iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. “**Rules of Public Access**” means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. “**Court**” shall mean the State of Minnesota, State Court Administrator's Office.

h. “**Subscriber**” shall mean the Agency.

i. “**Subscriber Records**” means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of

Subscriber's duties required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to

any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be

governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. AVAILABILITY. Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. ADDITIONAL USER OBLIGATIONS. The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. Judicial Policy Statement. Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. Access and Use; Log. Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. Personnel. Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. Minnesota Data Practices Act Applicability. If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices

Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA

shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05.

Name: _____
(PRINTED)

Signed: _____

Date: _____

SWIFT Contract No. _____

2. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION

delegated to Materials Management Division

By: _____

Date: _____

5. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 15-

RESOLUTION APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE CITY OF GRAND RAPIDS ON BEHALF OF ITS CITY ATTORNEY AND POLICE DEPARTMENT

WHEREAS, the City of Grand Rapids on behalf of its Prosecuting Attorney and Police Department desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreements further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection.

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Grand Rapids on behalf of its Prosecuting Attorney and Police Department, are hereby approved. Copies of the two Joint Powers Agreements are attached to this Resolution and made a part of it.

2. That the Interim Police Chief, Scott A. Johnson, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Assistant Police Chief is appointed as the Authorized Representative's designee.

3. That the City Attorney, John Dimich, or his successor, is designated the Authorized Representative for the Prosecuting Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, City Administrator is appointed as the Authorized Representative's designee.

4. That Dale Adams, the Mayor for the City of Grand Rapids and Kimberly Johnson-Gibeau, the City Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

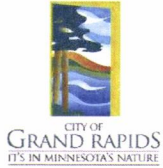
Passed and Adopted by the Council on this 26th day of October, 2015.

Dale C. Adams, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1728 **Version:** 1 **Name:** ISD 318 Bond Referendum Resolution of Support
Type: Agenda Item **Status:** Consent Agenda
File created: 10/22/2015 **In control:** City Council
On agenda: 10/26/2015 **Final action:**
Title: A resolution supporting Independent School District (ISD) 318 in their efforts to pass a bond referendum for two elementary schools.

Sponsors:

Indexes:

Code sections:

Attachments: [10-26-15 ISD 318 Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
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A resolution supporting Independent School District (ISD) 318 in their efforts to pass a bond referendum for two elementary schools.

Background Information:

Attached is a resolution supporting Independent School District (ISD) 318 in their efforts to pass a bond referendum for two elementary schools for City Council consideration.

Staff Recommendation:

City staff is recommending a resolution supporting Independent School District (ISD) 318 in their efforts to pass a bond referendum for two elementary schools.

Requested City Council Action

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

Councilor _____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. 15-XX

A RESOLUTION SUPPORTING INDEPENDENT SCHOOL DISTRICT (ISD) 318 IN
THEIR EFFORTS TO PASS A BOND REFERENDUM FOR TWO ELEMENTARY
SCHOOLS

WHEREAS, ISD 318 has a need to construct two new elementary schools at a cost of \$80,135,000; and

WHEREAS, the City's Comprehensive Plan under Community Service Goals, Goal 3: Educational Excellence for All, states: *The goals of ensuring economic opportunity and offering a high quality of life are directly linked to educational opportunity. The City supports providing educational opportunities for all residents.* In particular Objective (a) states: *Ensure the provision and maintenance of adequate educational infrastructure.* Objective (b) states: *Continue and enhance working relationships between city staff and the school district;* and

WHEREAS, the most effective economic development tool for a community to invest in is public infrastructure like two new elementary schools; and

WHEREAS, repeatedly, studies and articles list high performing schools as a top quality of life factor when businesses are looking to locate or expand in a community; and

WHEREAS, repeatedly, studies and articles also list affordable housing as a top quality of life factor when businesses are looking to locate or expand in a community;

WHEREAS, the City is committed to collaborating with ISD 318 on both the development of new elementary schools and just as important the redevelopment of the existing elementary school sites into affordable housing; and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, whole heartedly supports ISD 318 in their efforts to pass a bond referendum for two elementary schools and encourages our residents to vote YES on November 3rd, 2015.

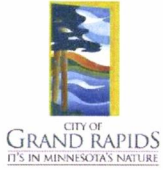
Adopted this 26th day of October, 2015

Dale C. Adams, Mayor

Attest:

Kimberly Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1730 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 10/23/2015 **In control:** City Council
On agenda: 10/26/2015 **Final action:**
Title: Approve temporary liquor license for the Grand Rapids Players, event to be held on November 20, 2015 at MacRostie Art Center.

Sponsors:

Indexes:

Code sections:

Attachments: [Grand Rapids Players Temp Liquor](#)

Date	Ver.	Action By	Action	Result
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Approve temporary liquor license for the Grand Rapids Players, event to be held on November 20, 2015 at MacRostie Art Center.



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

Name of organization Grand Rapids Players		Date organized 1965	Tax exempt number 416053919	
Address 1944 NE 7th Avenue		City Grand Rapids	State Minnesota	Zip Code 55744
Name of person making application Sharon Marty-Rasmussen		Business phone 999-9650	Home phone 259-0027	
Date(s) of event November 20, 2015		Type of organization <input checked="" type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input type="checkbox"/> Other non-profit		
Organization officer's name X Sharon Marty-Rasmussen		City Grand Rapids	State Minnesota	Zip 55744
Add New Officer				

Location where permit will be used. If an outdoor area, describe.

MacRostie Art Center, 405 NW 1st Avenue, Grand Rapids, MN 55744

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

N/A

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

Great Lakes Insurance Agency - \$1,000,000

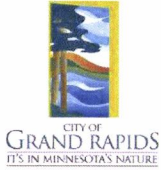
APPROVAL

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

<i>Grand Rapids</i> City/County	_____	Date Approved	_____
<i>\$50.00</i> City Fee Amount	_____	Permit Date	_____
<i>10-8-15</i> Date Fee Paid	_____	City/County E-mail Address	_____
<i>[Signature]</i> Signature City Clerk or County Official	_____	Approved Director Alcohol and Gambling Enforcement	_____

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

PLEASE PROVIDE A VALID E-MAIL ADDRESS FOR THE CITY/COUNTY AS ALL TEMPORARY PERMIT APPROVALS WILL BE SENT BACK VIA EMAIL. E-MAIL THE APPLICATION SIGNED BY CITY/COUNTY TO AGE.TEMPORARYAPPLICATION@STATE.MN.US



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1731 **Version:** 1 **Name:** Petra Marquart and Associates Letter of Agreement.
Type: Agenda Item **Status:** Consent Agenda
File created: 10/23/2015 **In control:** City Council
On agenda: 10/26/2015 **Final action:**
Title: Petra Marquart and Associates Letter of Agreement.
Sponsors:
Indexes:
Code sections:
Attachments: [Petra Marquart and Associates Letter of Agreement](#)

Date	Ver.	Action By	Action	Result
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Petra Marquart and Associates Letter of Agreement.

Background Information:

Petra Marquart is principal in the global speaking and training firm, Petra Marquart and Associates. The City has contacted Ms. Marquart to provide City Employee training on the topic of *The Power of Service in Public Service*, which includes:

What is service and what brings it to life? The *Power of Service* answers these questions and is her most popular presentation. It is based on Petra's best seller, *The Power of Service: Keeping Customers for Life*, and addresses service from all aspects: structural, interpersonal, systemic and operational. It has received rave reviews from audiences from San Francisco to Munich.

It is appropriate for all levels and job functions.

This is a budgeted item in the 2015 Administration budget.

Staff Recommendation:

Human Resources Director Lynn DeGrio is recommending entering into the attached Letter of Agreement with Petra Marquart and Associates in the amount of \$3,000.00 + travel expenses.

Requested City Council Action

Consider entering into an agreement with Petra Marquart and Associates in the amount of \$3,000.00 + travel expenses.

Petra Marquart and Associates

Igniting the Spirit of Customer Service

Letter of Agreement

This letter will serve as the agreement between the **City of Grand Rapids** and **Petra Marquart/DBA Petra Marquart and Associates**.

Name of event:

Dates of Petra's presentation: 11/3/15 and 11/4/15

Start and end time of presentation:

11/3/15: 1:30 – 3:00

11/4/15: 9:00 – 10:30

Location of event:

Address of event:

Sponsoring organization's contact name and title:

Corresponding contact e-mail, primary phone and cell phone #'s:

Sponsoring organization's mailing address:

Duties of Petra Marquart:

- **Deliver** *The Power of Service in Public Service*
- Provide master copy of handout for duplication, if requested by client

Duties of the City of Grand Rapids:

Please confirm equipment availability with an X in box.

- Provide wireless lavalier microphone
- Provide LCD projector , laptop computer , and screen
- If unable to provide equipment listed above, please contact us as soon as possible to discuss alternatives.
- Confirm request for master copy of handout (E-mail your logo to jackie@petramarquart.com)
- Duplicate handouts
- Reimburse ground transportation @ \$.575/mile; or rental car + cost of gas
- Provide lodging in 4 or 5-star hotel; non-smoking room with king-size bed
Name of hotel: _____ Reservation number: _____
If you would prefer to reimburse for lodging, confirm with an X in box
Reimburse for lodging arrangements made by Petra Marquart and Associates
- Reimburse meals, not to exceed \$45 per day

Petra's book, *The Power of Service: Keeping Customers for Life*, is available on Amazon.com for \$25.95.

We would like to offer you the opportunity to purchase books at a special discounted price (**optional**):

\$13 per book (plus handling/shipping) for an order of 20 or more copies: quantity _____

\$15 per book (plus handling/shipping) for an order of less than 20 copies: quantity _____

Fees:

Presentation/speaking fee of **\$3,000.00** + travel expenses listed above

- **Speaking fee is to be paid at the time of the 11/4/15 presentation**
- Travel expenses will be invoiced and sent following the event, payable within 30 (thirty) days of receipt
- Client agrees to pay **50%** of speaking fee if cancelled within 30 (thirty) days prior to event

- Client agrees to reimburse Petra Marquart for all expenses incurred once the **Letter of Agreement** has been returned confirming the event

Signatures:

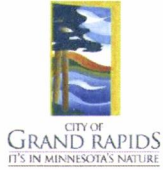
The above is agreed to and accepted by:

Client Representative: _____ **Date:** _____

(Type name above to acknowledge acceptance of this agreement)

Booking will be confirmed when Letter of Agreement has been completed and returned by e-mail to jackie@petramarquart.com.

Petra Marquart



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1719 **Version:** 1 **Name:** Board & Commission Minutes
Type: Minutes **Status:** Approved
File created: 10/20/2015 **In control:** City Council
On agenda: 10/26/2015 **Final action:**
Title: 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

Sponsors:

Indexes:

Code sections:

- Attachments:**
- [9-15-2015 Golf Board minutes](#)
 - [August 26, 2015 Human Right Minutes](#)
 - [July 15, 2015 Civic Center & Park and Rec Board Minutes](#)
 - [September 1, 2015 Arts & Culture Minutes](#)
 - [September 9, 2015 Library Board Minutes](#)
 - [September 16, 2015 PUC Minutes](#)
 - [September 29, 2015 Special PUC Meeting Minutes](#)

Date	Ver.	Action By	Action	Result
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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

GRAND RAPIDS GOLF COURSE BOARD
REGULAR MONTHLY MEETING
September 15, 2015
7:30 AM

Present: Pat Pollard, Dan Richter, Larry O'Brien, Josh Solem

Absent: Brad Gallop

Staff: Bob Cahill Director of Golf
Steve Ross Grounds Superintendent

- I. Pat Pollard called the meeting to order.
- II. Josh Solem made a motion to accept the minutes of the August 18, 2015 Board meeting. Dan Richter seconded the motion. The motion passed.
- III. Consideration of monthly bills: Josh Solem made a motion to approve the bill list. Dan Richter seconded the motion. The motion passed.

3B'S COMPANY	572.84
AMERIPRIDE LINEN & APPAREL	64.44
ARROWHEAD TRANSIT	700.00
BLUE CROSS & BLUE SHIELD OF MN	3,169.00
BURGGRAF'S ACE HARDWARE INC	279.11
CLUB CAR LLC	103.74
CITY OF COHASSET	82.20
COLE HARDWARE INC	21.86
COMFORT HEATING LLC	464.25
DAVIS OIL	1,582.61
DELTA DENTAL OF MINNESOTA	117.70
EAGLE RIDGE GOLF COURSE	1,697.50
ELEMENT PAYMENT SERVICES	31.66
FILTHY CLEAN INC	203.06
GRAND RAPIDS CITY PAYROLL	40,522.45
HAWKINSON CONSTRUCTION CO INC	8,900.00
L&M SUPPLY	187.75
LINCOLN REPUBLIC INSURANCE CO	4.10
MN DEPT OF LABOR & INDUSTRY	20.00
MINNESOTA REVENUE	6,619.96
MINNESOTA TORO	1,274.86
NEXTERA COMMUNICATIONS LLC	4.15
NORTHERN AIR PLUMBING	190.94
NORTHERN LAKES WINDOW CLEANING	149.62
PRECISION SMALL ENGINE CO INC	127.62
NORTHERN MN WATER COND DBA	80.35
RAPIDS WELDING SUPPLY INC	148.56
STEVE ROSS	199.88
RUTTGER'S SUGAR LAKE LODGE	8,625.00
WILLIAM J SCHWARTZ & SON'S	416.81
SIM SUPPLY INC	187.76
STOKES PRINTING COMPANY	127.78
TDS Metrocom	642.89
THE TESSMAN COMPANY	460.26
VERIZON WIRELESS	202.50
VISA	510.52
WASTE MANAGEMENT	292.53
TOTAL ALL VENDORS:	78,986.26

IV. Visitors: Stewart Bastian

V. Grounds Superintendent: Steve Ross reported. The bathroom project is almost complete. Split rail fencing is being completed. Sod will go in this week. Painting inside is complete. Plackner will come in to do some tree work soon and ideally on the day the greens are aerated. The wet area on fairway #10 is going to be worked on. Mike Reynolds has made an estimate of about \$150,000 for the new pumping and irrigation project.

VI. Concessions: No report

VII. Director of Golf: Bob Cahill reported. Larry and Bob met with Steve Ross to discuss a possible change in his status. Further research will be done prior to the next meeting.

VIII. Old Business: None

IX. New Business: None

X. Correspondence and Open Discussion: None.

XI. Adjourn: Dan Richter made a motion to adjourn the meeting. Josh Solem seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien
Recording Secretary

CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2B of City Hall, Grand Rapids, Minnesota, on Wednesday, August 26, 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: Sampson Longtin

Staff: Michele Palkki, Administrative Assistant

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

SETTING AGENDA Additions:

Visitor: Commissioner Sanderson reported that she invited Sampson Longtin to attend tonight's meeting to speak about reporting racial remarks/and discrimination

APPROVAL OF MINUTES July 29, 2015 Regular Meeting.

**MOTION BY COMMISSIONER SANDERSON, SECOND BY COMMISSIONER DOWELL TO APPROVE THE MINUTES OF JULY 29, 2015 as presented.
Motion passed by unanimous vote**

FINANCIALS

Nothing to report

CIRLCE OF HEALING UPDATE

Commissioner LaPlant reported that the Blandin Foundation grant for \$27,000.00 to bring the Anishinabe Worldview Training to the community this fall has been approved. Dates are yet to be determined.

Those who attended the August 17 trip to the Vermillion Lake Boarding School were very pleased with the program. There us a document online for those interested, just type in vermillion lake boarding school and it will bring you to a PDF called the Vermillion Lake Indian School – Collections – Minnesota.

OLD BUSINESS

INDIGENOUS PEOPLE'S DAY

Commissioner Sanderson reported that the budget is pretty much set for the event. The City will purchase three banners, be responsible for tent rental, rest rooms, bleacher seating, and tables and chairs. The Human Rights Commission will donate the remainder of its 2015 budget toward the event. Water is being donated by Range Water, there will be 1,000 bookmarks to be given away, and MacRostie is putting together an art project with Leah Yellowbird. Deer River and Grand Rapids Honor Guard will be part of the event as well as the Mayor reading the proclamation. KAXE will be doing an interview with Commissioner Sanderson this week and will be available, just go to their website.

The last planning day is scheduled for Monday, September 21 at 4:00 pm in Conference Room 2B for anyone interested in helping plan the event.

VISITOR – SAMPSON LONGTIN

Commissioner Sanderson introduced our guest speaker. Commissioner Sanderson invited Mr. Longtin after he had contacted the City wanting to know how to go about reporting discrimination act(s) and was given Commissioner Sanderson's name. After speaking with Mr. Longtin, Commissioner Sanderson invited him to attend our meeting tonight to speak on discrimination act(s) that have happened to him and in our community.

Mr. Longtin spoke about what he himself has endured and others in the community that either have witnessed or has happened to them. He has experienced numerous racially motivated disrespectful moments and is concerned for the next generation(s). He spoke briefly about Isaiah Gatimu, 19, who took his own life on August 5, 2014 who was harassed almost daily the previous school year and endured both verbal and physical abuse. If something does not change, it will happen again and could happen anywhere. There needs to be accountability and that school districts will not put up with any type of racially motivated acts.

After listening to Mr. Longtin's message, the Commission encouraged him that they would work with him in any way they can. Mr. Longtin was encouraged to sign up for the upcoming events with Bukata Hayes who is a motivational speaker who talks about these very issues. There will be some breakout sessions that he can attend and there will be another presentation at ICC.

Commissioner Sanderson asked Mr. Longtin if he would leave his notes he brought tonight so they could be included with the minutes.

Human Rights Commission Regular Meeting
Wednesday, August 26, 2015
Page #3

BUKATA HAYES

Commissioner Sanderson reported that Bukata Hayes will be in Grand Rapids on September 17, 2015. The Chamber and the Commission are continuing to work together regarding programs, with the focus on students and business owners. People are reminded to contact the Chamber if they wish to attend the luncheon.

TRACKS IN THE SNOW

Commissioner Learmont reported an update for the Tracks in the Snow exhibit. The display would be held at the Grand Rapids Public Library from January 19 through February 5, 2016. Commissioner Learmont discussed possible sponsors but also indicated he would like to see the Human Rights Commission give some of their budget toward this worthwhile project. The budgets for 2016 have not been set yet but would be open for discussion at a later time.

A committee is being set up to work on the exhibit, budget, etc. Commissioner Learmont, Commissioner Moren and Commissioner Hall will begin to work on the exhibit and will report back to the commission once information is set up.

Commissioner Hall reported that she received a phone call from an African American who thought someone had broken into his home, he called the Police but no one came so he called Ms. Hall who in turn told him to call the Police back and to have them come out and check. Ms. Hall did receive a call later that from this individual and said that the Police did come and all was ok with his residence.

The meeting was adjourned at 5:30 pm

The next meeting is scheduled for September 30, 2015.

Respectfully submitted, Michele Palkki, Administrative Assistant

TOPICS FOR DISCUSSION DURING PUBLIC FORUM

My name is Samson Longtin, I am here today to ask for your help in attempting to set up a discussion concerning race relations today and how they have and will continue to affect this town. I want this discussion to be open to the public. Well it would be open to the public, I would like to facilitate it, and also have an agenda to which we could hopefully achieve some understanding. I have been back here since 2011, and have experienced numerous racially motivated disrespectful moments. I do a lot of writing on Facebook, and at home, as I share my writings with others I have gotten a lot of feedback, some giving kudos, and some just misunderstood. I feel like no one is talking about these things at home, as it is not the fun thing to discuss, yet the world continues to grow and change around Grand Rapids, which was recently voted the 3rd worst place to live in Minnesota. If we do not attempt to involve more people in these tough topics, the town will continue to digress, and only likeminded people will want to live here. This town needs young minds, which respect elders yet have their own views and want to get involved, all the while practicing humanity.


I think an open forum would be the first step in accomplishing such a feat, as we will give folks a voice, and welcome differing opinions. A public forum housing solely likeminded individuals would not promote the change we are seeking, we must attempt to communicate and answer the questions people need answered, as well as hear those who disagree, hence the term open.

My goals are simple, I want awareness first of all, without recognition of an issue we have nothing besides denial and arguments. Once the facts are laid down through numbers of disparity, mixed with plain ole testimony via life experience, I believe this will in the very least open ears and get people thinking.

Second, I want people to see they are pushing away diversity, which is a beautiful thing, in 2000 we had .28% black folks, in 2010 just .6%, and meanwhile the total population grew 40%. I want ideas to be gathered on how we can change this and get people from all walks of life to see the beauty of this town.

I also want people held accountable for their actions, I want it to be known that this town may be small, but it does not tolerate racism or bigotry. I am sorry to say, but as of now, it is well known for both. I am moving in January, but what about those after me, it needs to get better for them. There are children being teased everyday here because they are not white, and schools are allowing this to happen. If children cannot conduct themselves accordingly they need to be dismissed from the learning environment, after, obviously an attempt to mediate and address the underlying issue, which is fear and hate.

When Isaiah Gatimu, 19, took his own life on Aug. 5, he was anxious about an upcoming mediation over a group of students harassing him all year simply because of him being black. Isaiah spoke to counselors and the school's principal several times over those six months, and that the high school never punished any of the kids or stopped the abuse.



Discrimination charges have been filed against the department. The school district acknowledged in the document that Isaiah "was called nigger, and other disgusting racially motivated names" and that it had been reported to school officials. But it also said he "was complicit in the name-calling and his behavior is also the focus of the school district's investigation. The school district forwarded claims of discrimination to the Itasca County attorney's office to determine whether any criminal charges were warranted. The attorney's office told Correen Gatimu, his mother, there was not enough evidence to charge anyone, she said.

Furthermore, the school district's attorney said in his response that the district "believes that this charge is in part motivated as an act of retaliation by charging party because her son had been expelled by school district for 12 months because of drug violations." Correen said that expulsion happened in ninth grade, when Isaiah sold a relative's heart medication, saying it was another drug.

She acknowledges Isaiah had some behavioral problems and spent some time in a group home. But she said he had gone to a juvenile boot camp and "was straightened out." "If they wanted to retaliate against the district, they would not have sent him back to the school and kept Ashley, his sister, in the district. Correen said.

A friend of mines 14 year old son was walking in Nashwauk when a drunk group of adults called him a nigger, and said they didn't like how he walked, how deep is a hatred when a walk offends you??? When his mother said she is calling the cops they said go ahead trash, we hope they kill you. This was last week, I can go on and on...but why, you get the point.

We have a problem that needs to be addressed before more children die, and the ones that do not kill themselves are becoming inverted and anti-social instead of flourishing and becoming our future as they were created to be.



longtm. Samson 33@gmail.com

218-398-0505



CIVIC CENTER AND PARKS AND RECREATION ADVISORY BOARD

Regular Monthly Meeting

July 15, 2015 – 5:30 p.m.

The IRA Civic Center and Park and Recreation Advisory Board held its regular monthly meeting on Wednesday, July 15, 2015 at the IRA Civic Center.

I. CALL TO ORDER

Board Members Present: Rick Blake, Melanie DeBay, Tina Glorvigen, Brad Hyduke, Steve Oleheiser, Peter Miskovich

Board Members Absent: Lilah Crowe, Justin Lamppa, Kim Smith

Staff Present: Dale Anderson, Sara Holum and Tony Clifton

Visitors: None

II. FINANCIAL REPORTS

None Presented.

III. MINUTES

The minutes from the last regular meeting held on April 8, 2015 were presented to the board.

A motion was made by Hyduke and second by Debay to accept the April 8, 2015 minutes as presented.

Upon roll call vote, the following voted in favor thereof: Blake, DeBay, Glorvigen, Hyduke, Oleheiser, Miskovich. Those opposed: none. Motion carried.

IV. SETTING THE AGENDA

Under New Business added:

- d. Discuss meeting dates and times for the board meetings.

V. OLD BUSINESS

- a. Discuss Dog Park Development

Dale discussed that there is an eight-person committee headed by Debbie Morris and is in the process of setting up a fundraisers (possibly a dog walk) for the fencing.

VI. NEW BUSINESS

- a. Discuss Appointments and positions

A motion was made by Miskovich and second by Debay to have Justin Lamppa serve as the Chair and Lilah Crowe serve as the Vice Chair on the advisory board.

Upon roll call vote, the following voted in favor thereof: Blake, DeBay, Glorvigen, Hyduke, Oleheiser, Miskovich. Those opposed: none. Motion carried.

b. Set next season's ice rates:

Dale discussed his conversation with Tony Ward of the Public Utilities where Tony explained there is going to be an increase between 4% and 5% on electricity in the upcoming year. With this projection, Dale proposes a 3% increase on the ice rate.

A motion was made by Glorvigen and second by Blake that the ice rates increase by 3% starting September 1, 2015 to the following ice rates:

- **Non-prime - from \$100 to \$103 per hour;**
- **Standard (game and practice) – from \$128 to \$132 per hour; and**
- **Tournament/Competition – from \$174 to \$180 per hour.**
- **GRAHA's practice and game ice will have a maximum set at \$125,500 per season.**

Upon roll call vote, the following voted in favor thereof: Blake, DeBay, Glorvigen, Hyduke, Oleheiser, Miskovich. Those opposed: none. Motion carried.

c. Discuss state bonding requests

Dale explained the application process for the state bonding request which he did on-line. It included plans for an elevator, renovation of the upper lobby, east rink meeting rooms, and a bar and restaurant with a viewing area. Unfortunately we were set as #3 in priorities behind the pedestrian bridge by the library and the relocation of Showboat.

Dale has resubmitted the dehumidification application. Dale spoke of the Minnesota Sports Commission which is heading the Mighty Ducks grants of \$2.1 million. In August Dale is to find out how they operate and would like to research the possibility of two new battery resurfacers for approximately \$220,000.

d. Discuss meeting dates and times for the board meetings.

After some discussion, it was decided to leave the board meeting dates and times as they are: second Wednesday of the month at 5:30 p.m. at the IRA Civic Center.

STAFF REPORT

a. Programs and events update

i. Summer programs.

Ice: Ice is in and filled with hockey camps, girls and boys high school and tournaments, Stauber Goalcrease Camp, figure skating groups, adult groups and local private rentals.

Dryfloor: Lake Woods Chrysler Car Sale went awesome. There are a couple of weddings booked for the summer/fall.

Blandin Beach: Tony explained that ICC had done a water testing _____

Tball, coach-pitch and knee high soccer: All went really well.

Summer sports camp: The camp is going really well with the different opportunities. The camp is exposing kids to different sports that they wouldn't normally do so it's been a real hit.

ii. Playground updates

McGowan and Willow parks are both updated. The playground for the Remer/Deschepper park is at Public Works and the plans are to have it installed in September.

CORRESPONDENCE

Nothing to report.

There being no further business, the meeting was adjourned.

Respectfully submitted: Sara Holum

**CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION
CONFERENCE ROOM 2B- GRAND RAPIDS CITY HALL
REGULAR MEETING, TUESDAY, SEPTEMBER 1, 2015 – 3:15 PM**

CALL TO ORDER: Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2B of the Grand Rapids City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota, on Tuesday, September 1, 2015, at 3:15 pm

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

Commissioners absent: John Connelly, Benjamin Braff, Todd Driscoll

Staff Present: Jessica Setness and Michele Palkki

SETTING THE AGENDA:

APPROVAL OF MINUTES – Regular Meeting, August 4, 2015

Motion by Commissioner Merrild, second by Commissioner Smith to approve the minutes of the Regular Meeting, August 4, 2015 as presented. Motion passed by unanimous vote.

FINANCIAL REPORT

The current budget balance remains at \$1,296.00. Some suggestions were as follows: food and/or beverages for the Creative MN Presentation at the MacRostie October 2; rental of the MacRostie October 2, more lighting on the 3rd floor of Central School for the artist in residence; artist in residence marketing; future research on venues. Commissioner Dodge will check with the City Finance Director on what the fund balance can be used for.

OLD BUSINESS - Commissioner's reports

Commissioner Walker – Creating a Map App

Commissioner Walker reported that depending upon the logistics of the application it would be complicated to do because of all the hosts/websites. Maybe the first step would be to set up the map and then go from there.

Commissioner Dodge – Pop up Park

Commissioner Dodge reported that with some planning we could make the displays better in the future. This being the 1st year it went well. October 2nd First Friday John Schroeder will be presenting. A question was raised wondering if those who sold Christmas Trees have to have a license/permit. Commissioner Merrild presented the idea of having a “Christmas Tree Maze” and then at the end would be the display of trees.

Commissioner Marty – Art Award

Commissioner Marty and Merrild have been working on putting together the first annual art award for 2016. Commissioner Marty reported that the Chamber of Commerce was favorable as having the presentation done at the Annual Chamber Banquet in April; those in attendance thought this would be a good avenue to start with.

Commissioner Marty asked for comments/suggestions as to the criteria for the award and it would be brought before the Commission to adopt. Some ideas; Business Arts Award; Individual Award; 1 Award or more; Mayor Award for the Arts; Arts and Culture Award; Arts Leadership Award, Grand Rapids Arts and Culture Commission Award.

Commissioner Marty reported that he and Commissioner Merrild would work out the logistics for this to be on a future agenda for the Commission to approve.

Commissioner Dodge – River Venue

Commissioner Dodge went over what had been previously talked about regarding the locations for the venue on the river. Knowing all the priorities in place with the City it appears that without more public comment and community meetings the move from showboat landing seems to be still unclear.

Motion by Commissioner Marty, second by Commissioner Walker to seek further community input and research on developing a performing arts venue along the Mississippi River. Motion passed by unanimous vote.

OLD BUSINESS

Approval of Artist in Residence

Commissioner Bendix reported Leah Yellowbird would like to extend her residence from August until November. Currently there is an opening to extend her application.

Motion by Commissioner Bendix, second by Commissioner Marty to approve the extension of Leah Yellowbird's application. Motion passed by unanimous vote.

Commissioner Dodge announced that the Creative MN Presentation would take place on October 2 at the MacRostie Art Center beginning at 5:00 pm. All commissioners are welcome to attend.

There being no further business, the meeting adjourned at 4:50 pm

Respectfully submitted by Michele Palkki, Administrative Assistant

Next Regular Meeting

Reminder, the next regular meeting of the Grand Rapids Arts and Culture Commission will be held on Tuesday, October 6, 2015 beginning at 3:15 pm at the Grand Rapids City Hall, Conference Room 2B.

Grand Rapids Area Library Regular Board Meeting September 9, 2015

Call to Order: The monthly board meeting was called to order at 5:04 PM by Dennis Jerome.

Roll Call:

- **Members Present:** Janet Neurauter, Mary Helen Haarklau, Dennis Jerome, Max Peters, and Randy McCarty
- **Members Absent:** Shannon Benolken, Susan Zeige, Jean MacDonell
- **Staff Present:** Director Marcia Anderson

Public Forum:

Agenda: Randy McCarty moved to approve the agenda. A second was made by Max Peters. The motion passed unanimously.

Minutes: Janet Neurauter moved to approve the minutes from the August 12, 2015 board meeting. A second was made by Mary Helen Haarklau. The motion passed unanimously.

Communications: Mississippi river travel access- The board discussed the possibility of a primitive campsite being built by the MN DNR and the city's Parks Department near the border between the Library and KAXE properties for people traveling from one part of the Mississippi to another. A general expression of agreement was heard from the Board.

Financial Report:

**The Grand Rapids Area Library Bill List
Invoices Due On/Before September 9, 2015**

AMAZON.COM	92.75
AMERIPRIDE LINEN & APPAREL	20.93
ANDERSON GLASS	745.00
ARROWHEAD LIBRARY SYSTEM	157.73
BAKER & TAYLOR, INC	2,930.04
BLUE CROSS & BLUE SHIELD OF MN	4,753.50
BRODART COMPANY	40.55
BURGGRAF'S ACE HARDWARE INC	25.99
BUSY BEES QUALITY CLEANING	1,700.00
CDW GOVERNMENT INC	677.03
COLE HARDWARE INC	171.84
DEMCO	365.35
FRANTZ GRAPHIC SERVICE	13,180.00
GRAND RAPIDS CITY PAYROLL	36,658.03
MICHELLE JOHNSON	180.04
JUNIOR LIBRARY GUILD	28.00
LINCOLN REPUBLIC INSURANCE CO	18.45
MINNESOTA ENERGY RESOURCES	45.00
NEXTERA COMMUNICATIONS LLC	85.39
NORTHERN BUSINESS PRODUCTS INC	128.64
PBS DISTRIBUTION, LLC	1,385.72
PERSONNEL DYNAMICS LLC	145.15
PIZZA WORKS	14.99
P.U.C.	3,117.94
RAPIDS PLUMBING & HEATING INC	280.91
RECORDED BOOKS	316.99
SVL SERVICE CORPORATION	2,525.00
SIM SUPPLY INC	399.06
UNITED PARCEL SERVICE	16.66
VERIZON WIRELESS	115.06
VIKING ELECTRIC SUPPLY INC	173.80
THE VILLAGE BOOK STORE	44.75
XEROX CORPORATION	33.55
ZIPLOCAL	264.00
RANDY MCCARTY	32.21
TOTAL ALL VENDORS:	70,870.05

Randy McCarty moved to approve the financial report and payment of bills as listed. A second was made by Max Peters. On a roll call vote the motion passed unanimously.

Staff Reports:

- **Director's Report:** Projects are moving forward.
- **Assistant Director's Report:**

Old Business: Budget Update: No firm figures yet from the county, but the Board's budget committee will need to get together before the end of the month. The standing committee includes Max Peters, Dennis Jerome, and Shannon Benolken.

New Business:

- **Consent Agenda:**

1) Approve payment of late bills

- a. Randy McCarty \$77.89 for wood and supplies for shelf construction

2) Approve Contracts and payment to presenters

3) Approve Resolution 2015- 8 Accepting Donations

\$80	Lyman Loveland (for Roger Holmstrom, Ellen & Gary Kermeen and Barbara Brunick)	books in memory of Evelyn E. Loveland
\$20	Geraldine and Harris William	books in memory of Evelyn E. Loveland
\$65	Lyman Loveland	books in memory of Evelyn E. Loveland
\$40	Neal Nicolaus	<i>Sun</i> magazine in memory of Joseph Gallant
\$100	Barb and Ken Sanderson	books in memory of Reuben Patnaude

Max Peters moved to approve the consent agenda as proposed. A second was made by Mary Helen Haarklau. On a roll call vote the motion passed unanimously.

- **Regular Agenda:**

1. **Authorize submission of Grant application to Blandin Foundation for 4,000 for completion of solar project.** Randy McCarty made a motion to retroactively authorize the submission of a Grant application to Blandin Foundation for \$4,000 for the completion of the solar project. A second was made by Max Peters. On a roll call vote the motion passed unanimously.
2. **Authorize donation of wind turbine to Hibbing Community College.** Randy McCarty made a motion to authorize the donation of the wind turbine to Hibbing Community College. A second was made by Janet Neurauter. The motion passed unanimously.

Adjourn: The monthly board meeting was adjourned at 5:32 PM by Dennis Jerome.

A regular meeting of the Grand Rapids Public Utilities Commission was held on September 16, 2015 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Members Present: President Welliver, Secretary Chandler, Commissioner Hodgson, Commissioner Zabinski, Commissioner Lenius.

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

Motion by Chandler to approve minutes of the August 12, 2015 regular. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Finance Manager Betts reviewed the August 2015 City Treasurer's Report and Investment Activity Report with the Commission.

Motion by Hodgson to approve the City Treasurer's Report and Investment Activity Report for August 2015. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Public Forum:

Dave Carpenter requested an update from the Commission regarding actions taken to resolve the Wastewater Treatment odor at their residence at 2382 Diane Lane. Wastewater Treatment Department Manager Mattson reviewed air sampling and monitoring devices now on site and ready to be used when conditions are producing odors in the area. Calcium nitrate continues to be added at the industrial flow site, as well as bleach and zinc chloride at the filtrate lift station. The treatment process has been modified to use peroxide in place of bleach for the spikes in the odor. Clarifiers are also being switched more often and new H₂S monitoring instruments have been purchased for the clarifiers to measure the airborne H₂S. Rice Lake Construction has been making repairs to improve the floors of the clarifiers, and platforms are being designed for the aerated inlet channel for chemical staging. The PODZ trial is ongoing; which is an activated carbon filtration device placed on top of the clarifiers to absorb odors. General Manager Ward stated the scheduling of testing procedures for H₂S has been improved to increase the frequency and be more consistent, and sincere efforts are being made to improve the process. Mr. Carpenter requested financial assistance when he feels the need to stay elsewhere due to the odors at his home, and a consideration to purchase his home. Commissioner Hodgson asked for a proposal from Mr. Carpenter before considering the request. General Manager Ward will follow up with Mrs. Carpenter via email. Commissioner Zabinski concurred that procedures are improving and stated Mr. Carpenter is welcome to attend the City Council meeting to voice his concerns.

Commission Reports:

Commissioner Zabinski reported the City Council will be considering the preliminary levy for 2016 at the next City Council meeting. The goal is to have zero increase in the levy percentage.

Administration:

Motion by Zabinski to accept the retirement resignation of Mr. Roger McLean, Journey Line Worker. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Hodgson to declare a vacancy exists and authorize the posting and/or advertising for a Journey Line Worker or second year Apprentice Line Worker. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to appoint Commissioner Hodgson as a GRPU Commissioner Representative, and Commissioner Lenius as an alternate, to the Management Negotiating Committee (AFSCME Council 65, Local 3456 Labor Agreement). Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

General Manager Ward reviewed the 2016 Budget preparation process with the Commission.

General Manager Ward updated the Commission on the Wholesale Electric Service Agreement negotiations. A special meeting will be scheduled to sign the final agreement by the end of October.

General Manager Ward reviewed the August 2015 Wholesale Electric Service Cost with the Commission.

Motion by Chandler to approve Consider adopting Resolution No. 09-16-2015-02 Relating to Governmental Lease-Purchase Agreement and Authorizing the Grand Rapids City Council to Pledge the Utilities Net Revenues for Payments under the Lease-Purchase Agreement. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Accounting and Finance:

Finance Manager Betts reviewed the August 2015 Operations Report with the Commission.

Electric Department:

Electric Department Manager Goodell reviewed the August 2015 Operations Report with the Commission.

Motion by Hodgson to table agenda item 9.b. request to consider awarding a contract to Eaton Corporation for the purchase of AMI electric meters for \$946,609.14 and item 9.c. request to consider awarding a contract to Vanguard Utility Service, Inc. for the installation of AMI electric meters for \$140,481.48, to a special meeting to be scheduled at the end of this meeting. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Wastewater Treatment Facility Operations:

Wastewater Treatment Department Manager Mattson reviewed the August 2015 Operations Report with the Commission.

Motion by Chandler to approve capital expenditures of \$24,127.00 to Braun Intertec for their proposal to analyze the condition of the concrete structures in the aeration basins of the secondary plant. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Water/Wastewater Collection:

Water/Wastewater Collection/Safety Manager Doyle reviewed the August 2015 Operations Report with the Commission.

Safety Training Procedures and Updates:

Water/ Wastewater Collection/Safety Manager Doyle reviewed the safety initiatives for the month.

GRPUC Discussion/Correspondence:

APPA Webinar-Strategic Planning for Utility Boards & City Councils, August 12, 2015, Grand Rapids, MN – Anthony Ward.

MMUA Annual Summer Conference, August 17-19, 2015, Breezy Point, MN – Anthony Ward.

2014 Pretreatment Annual Report acknowledgement letter from MPCA dated September 2, 2015.

Claims for Payment:

Motion by Lenius to approve Pay Request #4-Final from Plackner Tree Care for the 2015 Vegetation Control Contract #17 in the amount of \$10,901.25. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to authorize the verified claims for payment in the amount of \$2,015,453.53 (\$1,355,352.62 computer checks and \$660,100.91 manual checks) per attached lists. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

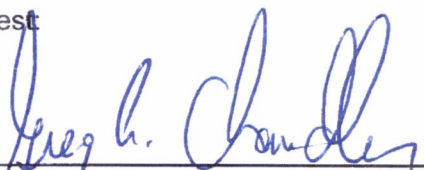
President Welliver updated the Commission on the recruitment process for the General Manager position. Twenty-four applications were received by John Miner of Collaboration Unlimited by the deadline of August 31, 2015. Collaboration Unlimited conducted preliminary telephone interviews and made recommendations to the selection team yesterday. All applications will be reviewed on September 22, 2015 by President Welliver, Commissioner Hodgson and General Manager Ward. The Commission will be updated further at the special meeting after the applicants have reviewed.

A special meeting was scheduled for Tuesday, September 29, 2015 at 4:00 PM to consider the tabled items requesting awarding a contract for the purchase of AMI electric meters and awarding a contract for the installation of AMI electric meters, consider authorizing the Electric Service Agreement with Minnesota Power and adjust the electric retail rates accordingly, and update on the recruitment process for general Manager.

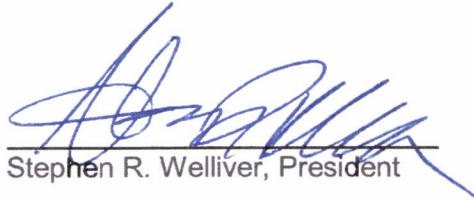
The next regular Commission meeting is Wednesday, October 14, 2015 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

By call of the chair, the meeting was declared adjourned at 5:30 PM.

Attest



Gregory A. Chandler, Secretary



Stephen R. Welliver, President

**PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE**

AUGUST 2015

NAME	AMOUNT	NAME	AMOUNT
A-1 Concrete & Masonry	13,400.00	KOZY	1,605.00
AE2S	12,521.00	L & M Supply	980.74
Alcola Solutions Group	11,985.41	L & S Electric	23,146.00
AmeriPride Services	108.13	Lano, O'Toole, Bengston	646.00
Applied Industrial Technologies	1,418.74	Lease Landscaping Inc	175.00
Arrow Embroidery	74.00	Local- Boy	408.57
Auto Value Grand Rapids	15.99	Locators & Supplies Inc.	489.80
Autumn Creek Consulting	6,294.50	McMaster -Carr	2,196.70
Baker Tilly Virchow Krause LLP	6,780.00	Marco	2,508.82
Baldwin Supply Co	937.50	Steve Mattson	68.43
Barnum Gate Services Inc	730.03	Minnesota Dept of Commerce	2,782.19
Border States	443.73	Minnesota Municipal Utilities	534.00
Burggraf's Ace Hardware	67.22	Minnesota Office of Enterprise Tech	39.00
Busy Bees Quality Cleaning	1,858.00	Minnesota Pollution Control Agency	45.00
Call Net	995.00	Minnesota Power	948,370.19
Cannon Technologies	369.92	Mobile Predictive Services	875.00
Carquest	7.68	The Motor Shop	262.00
Casper Construction	1,452.50	NTS	2,006.06
Citi Lights	6,845.00	Neo Solutions	44,835.64
City of Grand Rapids	7,510.45	Nextera	597.57
Climate Makers	532.00	North Central Laboratories	216.78
Cole Hardware	860.39	Northern Business Products	2,275.91
CW Technology	1,500.00	Northwest Gas	103.00
DCR Communications	75.00	Personnel Dynamics	11,094.95
Dakota Supply Group	3,641.67	Pipeline Supply Inc	32.52
Dave Berg Consulting	1,000.00	Plackner Tree Care Inc	849.66
Davis Oil	971.80	Polydyne Inc	48,399.20
Dennis Doyle	132.83	Public Utilities Commission	2,520.04
Egan	5,000.00	Quality Flow Systems Inc	1,735.85
Energy Insight Inc.	3,830.83	RC Rental Inc	300.00
Era Laboratories	250.00	R K Hillman	228.00
Fastenal Company	123.04	Radtke Trucking	18,311.14
Ferguson Enterprises Inc	161.12	Red Rock Radio Corp	667.50
Flagship Recreation	295.00	Resco	10,222.96
Gopher State One-Call	398.75	RMB Environmental Labs	5,426.00
Grainger	220.45	River Road Market	985.30
Grand Rapids Newspapers	25.00	Sandstroms	211.47
Green Again Lawn & Aeration	6,655.79	Scheck Industrial Corp	9,526.00
Hach	829.77	SelectAccount	157.60
HVAC Services	656.10	Stuart Irby	13,873.12
Hawkins Inc	19,827.03	T & R Electric	6,015.00
Hawkinson Construction	5,860.00	Titan Energy Systems	6,750.92
Hawkinson Sand & Gravel	57.14	Treasure Bay Printing	281.60
Herc-U-Lift	1,575.69	Van Bergern & Markson Inc	1,234.62
Hope Health	36.20	Viking Electric Supply	84.91
Howden Roots LLC	17,750.00	Virden Automation Inc	3,195.00
Industrial Lubricant	643.70	Waste Management	1,072.97
Infinity Graphics & DeSigns	30.00	WDIO-TV	1,020.00
Itasca Computer Resources	4,097.00	Wells Fargo Business Cards	1,388.64
Itasca County Farm Service	11.99	Wesco	2,216.62
Itasca County Treasurer	1,610.65	Wisconsin Energy Conservation	503.46
Itasca Utilities Inc	6,202.50	Works Computing	1,878.53
Jasper Engineering & Equip	892.40	Xerox	61.06
JobsHQ	3,709.60	Energy Star Rebates:	
Johnson, Killen & Seiler	1,845.00	Linda & Tom Hopkins	30.00
Kaman Industrial Tech	25.60	Mary Miesle	80.00
Kootasca Community Action	4,681.74	TOTAL	<u>1,355,352.62</u>

AUGUST 2015 MANUAL CHECK REGISTER

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>
8/1/2015	2883	Delta Dental of Minnesota	3,449.00
8/1/2015	2884	Wells Fargo Corporate Trust	22,968.75
8/7/2015	2885	Public Employees Retirement Association	13,148.63
8/7/2015	2886	Minnesota Dept. of Revenue	3,900.62
8/7/2015	2887	Wells Fargo Bank	23,020.86
8/7/2015	2888	ING Institutional Plan Service LLC	7,072.21
8/11/2015	2891	Selectaccount	2,506.64
8/12/2015	2892	Selectaccount	250.00
8/18/2015	2893	Minnesota Department of Revenue	3,856.00
8/18/2015	2894	Minnesota Department of Revenue	56,468.00
8/21/2015	2895	ING Institutional Plan Service LLC	6,554.95
8/21/2015	2896	Minnesota Dept. of Revenue	3,615.70
8/21/2015	2897	Public Employees Retirement Association	12,508.61
8/21/2015	2898	Wells Fargo Bank	21,735.55
8/20/2015	2899	Wells Fargo Corporate Trust	119,241.78
8/20/2015	2900	MN Public Facilities Authority	69,198.40
8/31/2015	2901	Blue Cross Blue Shield	51,068.22
8/31/2015	2902	Selectaccount	2,506.64
8/27/2015	2903	Selectaccount	11.00
8/19/2015	2904	Selectaccount	885.03
8/4/2015	67838	Yarnworks #516240-129583	44.86
8/4/2015	67839	Adam C Schnell #521106-12710	6.51
8/6/2015	67840	Alicia M Venditto #524485-122	65.40
8/6/2015	67841	U.S. Post Office	723.38
8/7/2015	67842	MN Child Support Payment Center	659.88
8/7/2015	67843	Prudential Group Insurance	1,647.85
8/10/2015	67844	Charlotte Zanardi #504586-104	126.00
8/10/2015	67845	Charlotte Zanardi #504586-1045	87.75
8/13/2015	67846	United Parcel Service	170.05
8/13/2015	67847	Sammy's Pizza	175.00
8/13/2015	67848	Minnesota Energy Resources Corp.	18.00
8/13/2015	67849	Kerry Gersich #527051-129653	71.77
8/14/2015	67850	Betts, Tyanne	58.08
8/17/2015	67964	Itasca Utilities, Inc.	68,500.00
8/24/2015	67965	City of LaPrairie	13,718.95
8/18/2015	67966	Postage By Phone System	2,000.00
8/19/2015	67967	U.S. Post Office	608.99
8/21/2015	67968	Minnesota Benefit Association	96.95
8/21/2015	67969	Minnesota Council 65	1,767.00
8/21/2015	67970	MN Child Support Payment Center	659.88
8/21/2015	67971	MN NCPERS Life Insurance	224.00
8/27/2015	67972	Standard Insurance Company	775.08
8/27/2015	67973	Megger	24,735.85
8/27/2015	67974	U.S. Post Office	805.28
8/31/2015	67975	City of Grand Rapids	45,932.60
8/31/2015	67976	City of Grand Rapids	72,333.33
8/31/2015	67977	MN Dept. of Labor & Industry	50.00
8/31/2015	67978	United Parcel Service	71.88
		Checks Previously Approved	93,235.85
		Manual Checks to be Approved	566,865.06
		TOTAL MANUAL CHECKS	660,100.91

A Special meeting of the Grand Rapids Public Utilities Commission was held on Tuesday, September 29, 2015 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street, Grand Rapids, MN.

Members Present: President Welliver, Secretary Chandler, Commissioner Hodgson, Commissioner Zabinski, Commissioner Lenius.

Others Present: General Manager Ward, Electric Department Manager Goodell, Administrative/ HR Assistant Flannigan, Consultant George Stunyo.

President Welliver acknowledged the posting of the special meeting date, time and purpose. The purpose of the meeting was stated as follows:

- Consider awarding a contract for the purchase of AMI electric meters. (Tabled at the September 16, 2015 regular Commission meeting).
- Consider awarding a contract for the installation of AMI electric meters. (Tabled at the September 16, 2015 regular Commission meeting).
- Review and consider authorizing the Grand Rapids Public Utilities Commission President and Secretary to sign the September 1, 2015- December 31, 2024 Electric Service Agreement with Minnesota Power.
- Consider adjusting the Retail Purchase Power Adjustment by \$0.00167 to recover costs associated with the adjustments to the energy base rate in the Electric Service Agreement.
- Consider entering into a contract with Dave Berg Consulting to conduct a Cost of Service Study for the Electric Distribution Department.

Motion by Zabinski to award a contract to the lowest cost responsible bidder in bid consideration, Eaton Corporation, for the purchase of Advanced Metering Infrastructure electric meters in the amount of \$946,609.14. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to award a contract to the lowest cost responsible bidder in bid consideration, Vanguard Utility Service, Inc. for the installation of the Advanced Metering Infrastructure electric meters in the amount of \$140,481.48 Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Hodgson to authorize the Grand Rapids Public Utilities Commission President and Secretary to sign the September 1, 2015- December 31, 2024 Electric Service Agreement with Minnesota Power. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

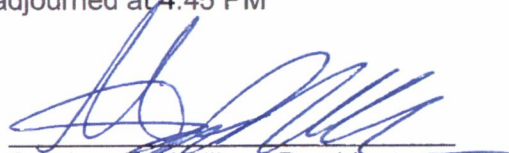
Motion by Zabinski to adjusting the Retail Purchase Power Adjustment by \$0.00188 per kWh, as adjusted, to recover costs associated with the adjustments to the energy base

rate in the Electric Service Agreement. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Lenius to authorize entering into a contract with Dave Berg Consulting to conduct a Cost of Service Study for the Electric Distribution Department for an amount not to exceed \$20,000.00. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Chandler, Hodgson, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

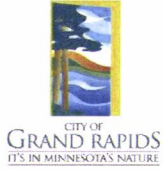
President Welliver updated the Commission on the recruitment process for the General Manager position. All applications were reviewed on September 22, 2015 by President Welliver, Commissioner Hodgson and General Manager Ward. The recommendations from John Miner of Collaboration Unlimited were considered, and applicants were added to the list of candidates to be scheduled for the next interview process. The team will recommend a list of three or four candidates to be interviewed by the entire Commission, tentatively scheduled for October 26, 2015.

By call of the chair, the meeting was declared adjourned at 4:45 PM


Stephen R. Welliver, President

Attest:

Gregory A. Chandler, Secretary



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1729 **Version:** 1 **Name:** Finance Department Head Report
Type: Department Head Report **Status:** Department Head Report
File created: 10/22/2015 **In control:** City Council
On agenda: 10/26/2015 **Final action:**
Title: Finance Department Head Report

Sponsors:

Indexes:

Code sections:

Attachments: [Finance Report 10/26/2015.pdf](#)

Date	Ver.	Action By	Action	Result
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Finance Department Head Report

Background Information:

Please see attachment.



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

THE GRAND RAPIDS FINANCE DEPARTMENT

Finance Department Report

Tonight I would like to discuss 2015 financial information through September 30, 2015 for the General Fund and some of the Special Revenue Funds

GENERAL FUND REVENUE THROUGH SEPTEMBER 30, 2015

- **Taxes - \$2,284,455 or 54% of budget.** The City receives half of the tax apportionment payment in July and December.

- **PILOT-PUC & HRA - \$651,000 or 75% of budget** (HRA pays their PILOT in October)
The City will receive the HRA payment with the December apportionment payment.

- **Licenses & Permits - \$277,205 or 113% of budget.** Building permits are at 134% of budget (\$267,473) and liquor licenses totaling approximately \$33,000 will be received in December.

Finance Department Report

- **Intergovernmental - \$1,264,669 or 65% of budget.** First half of LGA (\$653,931) received in July and 2nd half will be received in December. Police PERA aid (\$152,201) and Fire Relief 2% (129,098) received in September.
- **Charges for services - \$349,137 or 45% of budget.** Majority of charges for services are received in December – Finance & Engineering charges for projects, GIS data fees charged to PUC & Storm Water Utility, township and unorganized township fire contract fees.
- **Fines and Forfeits - \$72,628 or 71% of the budget.** Court fines are 77% through September and the Traffic Administrative Fines are 50% of budget.
- **Miscellaneous - \$48,819 or 381% of budget.** Includes \$32,000 in unbudgeted grant income and contributions.
- **TOTAL - General Fund Revenue is \$4,975,296 or 61% of budget.**

Finance Department Report

GENERAL FUND EXPENDITURES

- **General Government - \$2,127,486 or 81% of budget.** Includes Administration, Community Development, Council, Finance, IT, City Hall Maintenance, City Wide & Transfers. Transfers & City Wide are almost at 100% of budget.
- **Public Safety - \$2,186,461 or 67% of budget.** Includes Police & Fire. Some larger items in the Fire Department (Fire Relief payment of \$133,098) have not been made yet.
- **Public Works - \$1,630,000 or 75% of budget.** Includes Engineering, Fleet Maintenance and Public Works.
- **Recreation - \$91,273 or 72% of budget.**
- **TOTAL - Total General Fund expenditures are \$6,035,220 or 74% of budget.**

Finance Department Report

- **Total Revenue over Expenditures is (\$1,059,924)**
- **Unless there are unforeseen circumstances, it is anticipated that all departments will come in close to their budgeted amount.**

Finance Department Report

Grand Rapids Public Library

- **Revenue - \$466,043 – 60% of budget.** Like the General Fund, the Library receives half of the tax apportionment and payment from ALS in July and December. Taxes and ALS payment comprises about 95% of the Library's revenue budget. There is a \$22,000 donation for the solar project included in the revenue.
- **Expenditures - \$561,007 – 73% of budget.**
- **Revenue vs Expenditures = (\$94,965)**

Finance Department Report

CENTRAL SCHOOL

- Revenue - \$71,444- 63% of budget
- Expenditures - \$68,767- 61% of budget
- Revenue vs Expenditures = \$2,677 We budgeted for a \$5,500 operating transfer in from the General Fund, however this will be significantly short with the loss of rent revenues.

Finance Department Report

Civic Center

- Revenues - \$541,054 – 78% of budget
- Expenditures - \$477,941 – 68% of budget
- Revenue vs Expenditures = \$63,113
- Civic Center receives approximately 45% of ice revenues in last three months of the year.

Finance Department Report

GRAND RAPIDS/ITASCA COUNTY AIRPORT

- Revenues - \$176,608 – 80% of budget
- Expenditures - \$128,164 – 58% of budget
- Revenue over Expenditures = \$48,445

Finance Department Report

POKEGAMA GOLF COURSE

- Revenues - \$566,480 – 98% of budget
- Expenses - \$475,681 – 85% of budget
- Revenue vs Expenses = \$90,799
- Current cash balance \$317,000

Finance Department Report

FINANCE DEPARTMENT STAFF:

- Assistant Finance Director – Laura Pfeifer
- Accountant – Renee Patrow
- Accounting Technician/Accounts Payable - Lisa Flaherty
- Payroll Clerk/Human Resources Technician – Cindy Phillips

Finance Department Report

QUESTIONS?



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1718 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Community Development
File created: 10/20/2015 **In control:** City Council
On agenda: 10/26/2015 **Final action:**
Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [Braun Phase 1 & Phase 2 proposal former public works site](#)

Date	Ver.	Action By	Action	Result
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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.

Background Information:

Due to the history of uses on this 10 acre City owned property, principally the former Public Works Garage and Storage Yard, the potential for soil contamination does exist. If contaminants do exist, the remediation of those conditions would add development cost, and, therefore, would impact the value of the property, if sold or traded as is. In order to fully inform both the City and the Blandin Paper Mill, in their evaluation and consideration of a possible land exchange, it is necessary to perform an environmental assessment of the site. The professional services proposal submitted by Braun Intertec involves the preparation of a Phase I and Phase II Environmental Assessment for this property. The total proposed fee for these services is \$6,990.00.

Requested City Council Action

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 in an amount of \$6,990.00 with funding from the General Capital Fund, in particular the Economic Development Liquor Store Interest Proceeds.

October 9, 2015

Proposal QTB028251

Mr. Robert Mattei
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, MN 55744

Re: Proposal for a Phase I and Phase II Environmental Site Assessment
Former Public Works Garage/Showboat Landing
1700 West 3rd Street
Grand Rapids, Minnesota 55744

Dear Mr. Mattei:

Braun Intertec is pleased to present this proposal for environmental services related to a potential property transaction involving the referenced site. We are including a proposed cost estimate and timeframe for a Phase I Environmental Site Assessment (Phase I ESA) and Phase II Environmental Site Assessment (Phase II ESA).

Scope of Services – Phase I ESA

The objective of a Phase I ESA is to evaluate the site for indications of recognized environmental conditions and to assist in satisfying All Appropriate Inquiries (AAI) criteria and requirements. The Phase I ESA will be conducted in general conformance with the scope and limitations of ASTM International Practice E 1527-13 (ASTM Practice E 1527-13) and 40 CFR Part 312.

Site History Review

The Phase I ESA will summarize reasonably ascertainable information pertaining to former and current land-use activities at the site. Our summary will include a review of aerial photographs, fire insurance atlases, city directories, property tax files, building records, topographic maps, and/or other historical documents to satisfy the historical-use requirements of the ASTM Practice E 1527-13 and 40 CFR Part 312.

Regulatory Information Review

We will request that a national regulatory information vendor, such as Environmental Data Resources, Inc., conduct a limited file evaluation of the site. If readily available and practically reviewable, the file evaluation will include, at a minimum, a review of the following databases within the corresponding approximate minimum search distance indicated in the ASTM Practice E 1527-13 and 40 CFR Part 312:

- Federal National Priorities List (NPL)
- Federal Comprehensive Environmental Response, Compensation, and Liability Information System (CERCLIS)
- Federal Institutional and Engineering Controls

- Federal Resource Conservation and Recovery Act (RCRA) Transport, Storage and Disposal (TSD) facilities
- Federal RCRA TSD facilities that have received RCRA corrective action activities
- Federal RCRA generators
- Federal Emergency Response Notification (ERNS) sites
- State NPL and CERCLIS equivalents
- State landfill and/or solid waste disposal sites
- State Voluntary cleanup programs
- State leaking underground and aboveground storage tank (LUST/LAST) sites
- State registered underground and aboveground storage tank (UST/AST) sites
- State Brownfield programs
- State Institutional and Engineering Controls
- State spills list
- Environmental Liens

We will review and summarize this information, and comment on known and potential environmental hazards that may impact the site. The scope of work does not include a detailed review of file information of identified facilities listed on the regulatory databases. However, if in our opinion a file review is warranted to evaluate the existence of a recognized environmental condition, historical recognized environmental condition, controlled recognized environmental condition, or a *de minimis* condition, we will contact you to discuss expanding the assessment to include a file review and the associated costs.

Site Reconnaissance and Interviews

The Phase I ESA will include a reconnaissance of the site. During the reconnaissance we will note, if observed, the type of vegetation, exposed soils, open excavations or depressions, and site topography. Visible indications of underground and aboveground storage tanks, dumping, spills of petroleum and chemicals, and other obvious potential sources of contamination will be noted. In addition, we will conduct interviews with site representatives and governmental officials regarding past and current land-use activities.

Results and Reporting

A draft Phase I ESA report will be sent to you for review and comment. The Phase I ESA report will remain in draft status until we are notified by you to proceed with issuance of the final Phase I ESA report.

User-Provided Information

As part of Phase I ESA, the "User" should provide available information to Braun Intertec as the Environmental Professional to help identify the possibility of recognized environmental conditions in connection with the Site. A "User" is the party seeking to use ASTM Practice E 1527-13 to complete an environmental site assessment and may include, without limitation, a potential purchaser, tenant or owner of the property, a lender, or a property manager.

Assessment Limitations

Upon completion of the Phase I ESA, Braun Intertec does not guarantee qualification for Landowner Liability Protections (LLP). Our proposed scope of work is consistent with "good commercial and

customary practices" (as defined by ASTM Practice E 1527-13) conducted in an effort to evaluate recognized environmental conditions at a site in this area.

The assessment will not include vapor encroachment screening as defined in ASTM Practice E2600-10, *Standard Guide for Vapor Encroachment Screening on Property Involved in Real Estate Transactions*. ASTM Practice E2600-10 is not a requirement or component of AAI, and its results are not determinative of whether hazardous substances from a release are or may be present at the property for the sake of AAI or ASTM E1527-13. However, vapors present or likely present from hazardous substances or petroleum products will be considered no differently than hazardous substances or petroleum products present or likely present as a result of a release to the environment. Therefore, while a vapor encroachment screening per the ASTM Practice E2600-10 standard will not be conducted as part of this proposal, the potential for impacts to the property from vapor migration that is a result of a release of hazardous substances and/or petroleum products to the environment will be considered when assessing for the presence of a recognized environmental condition as defined by ASTM E1527-13.

Scope of Services – Phase II ESA

Direct push soil borings will be advanced to obtain soil samples for visual inspection, on-site monitoring, and laboratory chemical analyses. Based on information available to us at this time, we propose to complete approximately four direct push borings, in locations agreed upon with site representatives. The exact soil boring locations will be determined by Braun Intertec and the client based on the accessibility of drilling equipment and the locations of utilities and other structures. The borings will be advanced to an approximate depth of 15 to 20 feet below ground surface (bgs), or to groundwater.

A Braun Intertec environmental technician will be at the Site during the soil boring activities to monitor the subsurface materials encountered at each soil boring location. As the soil samples are retrieved from the borings, they will be examined visually by an environmental technician for staining and other apparent signs of contamination. In addition, the soil samples will be screened for the presence and concentrations of organic vapors with a photoionization detector (PID) using a polyethylene-bag headspace method of analysis. The PID will be equipped with a 10.6 electron-volt lamp and calibrated to an isobutylene standard to provide direct readings of relative organic vapor concentrations in parts per million (ppm).

The polyethylene bag-headspace analytical procedure consists of half-filling a new one-quart "zip-lock" bag with a soil sample. The bag is quickly sealed and headspace is allowed to develop for at least 10 minutes. The bag is shaken vigorously for 15 seconds, both at the beginning and the end of the headspace development period. After headspace development, the PID probe is pierced through the top of the bag to one-half the headspace depth. The highest reading observed on the PID is then recorded.

The soil samples will be collected from zones exhibiting soil-staining, fill, and/or odors. If no such conditions are noted, the soil sample will be collected from the depth most likely to have been impacted from former uses and/or from surficial soils. We anticipate the soil samples will be analyzed for the presence and concentration of diesel range organics (DRO), gasoline range organics (GRO), volatile organics compounds (VOCs) and/or benzene, ethylbenzene, toluene and xylenes/methyl t-butyl ether (BETX/MTBE). One to two samples will also be analyzed for eight Resource Conservation and Recovery Act (RCRA) metals and polynuclear aromatic hydrocarbons (PAHs). In addition, samples will be collected to characterize stockpiled soils per landfill requirements.

Assuming groundwater is encountered; two groundwater samples will be collected for analysis of GRO, DRO and VOCs.

All of the analysis will be performed by the Pace analytical laboratory. The samples will be transported under refrigerated conditions and accompanied by Braun Intertec chain-of-custody records. All analyses will be performed within U.S. Environmental Protection Agency (EPA) holding times.

Sampling equipment will be steam-cleaned prior to its use at the Site. The sampler will be cleaned with soap (Alconox® detergent) and water prior to collection of each sample.

Project Schedule

Phase I ESA – draft report will be completed in 2-3 weeks from authorization.

Phase II ESA – the field work can be conducted within about two weeks of authorization. Assuming normal laboratory turnaround (5-10 business days), the draft report will be completed in about three to four weeks from authorization. Rush laboratory analysis may be available for an additional charge.

Cost

The estimated cost for the tasks described above are as follows.

<u>Service Description</u>	<u>Cost</u>
Phase I Environmental Site Assessment	\$2,100.00
Phase II Environmental Site Assessment	\$4,890.00
Estimated Total	\$6,990.00

We will furnish the services described herein on an hourly and unit cost basis. Based on our current understanding of the site conditions and the assumptions stated in this Proposal, we project the total cost to perform the Scope of Services will be about **\$6,990**. Although the actual cost may be more or less than the estimated cost, the estimated cost will not be exceeded by more than 10 percent without your additional authorization. The estimated cost breakdown by activity is in the attached cost estimate.

Utility Clearance

Braun Intertec will contact Gopher State One Call and request that they make arrangements for the appropriate public utility companies to determine the locations of public underground utilities at the site. We request that you or your authorized representative notify the Braun Intertec project manager immediately of the presence and locations of any underground objects which are not the responsibility of public utility companies. Braun Intertec will take reasonable precautions to avoid damaging underground objects. In authorizing this contract, you agree to waive any claim against Braun Intertec and will indemnify and hold Braun Intertec harmless from any claim of liability, injury or loss allegedly arising from us damaging underground objects not called to our attention prior to beginning the work.

General Remarks

Braun Intertec appreciates the opportunity to present this proposal to you. It is being sent in an electronic version **only**. A hard copy of the proposal will be supplied upon request. ***Please return a signed copy of the proposal, in its entirety.***

The cost estimates presented in this Proposal are based on the assumption the Proposal will be authorized within 30 days. If the project is not authorized within 30 days, we reserve the right to resubmit our cost estimate. If the project cannot be completed within the proposed schedule due to circumstances beyond our control, we reserve the right to resubmit cost estimates for completion of tasks remaining.

Payment of services is due upon receipt of final invoice with interest added to unpaid balances according to the attached General Conditions, which are a part of this proposed contract.

We appreciate the opportunity to provide professional services for you on this project. If you have questions regarding the contents of this proposal, please call Ted Hubbes at 218.263.8869.

Sincerely,

BRAUN INTERTEC CORPORATION



Ted R. Hubbes, PG, CHMM
Senior Scientist



Mark W. Gothard, PE
Principal

Attachment:
Cost Estimate
General Conditions (9/1/13)

The Proposal is accepted, and you are authorized to proceed.

Authorizer's Firm

Authorizer's Signature

Authorizer's Name (please print or type)

Authorizer's Title

Date

Project Proposal

QTB028251

Public Works Garage/Showboat site

Client:
City of Grand Rapids
Robert Mattei
420 N Pokegama Ave
Grand Rapids, MN 55744
218-327-2800

Work Site Address:
1700 W 3rd Street
Grand Rapids, MN 55744

Service Description:
Phase I/II ESA

	Description	Quantity	Units	Unit Price	Extension
Phase 1	Phase I Environmental Assessment				
Activity 1.1	Field Work				\$340.00
320	Staff Scientist	4.00	Hour	85.00	\$340.00
Activity 1.2	Expenses				\$280.00
1868	ENV Trip Charge	1.00	Each	50.00	\$50.00
SUB-BILL	Subcontractor Billable	1.00	Each	230.00	\$230.00
Activity 1.3	Reports				\$1,480.00
3751	Phase I Site Map - Scaled	1.00	Each	100.00	\$100.00
320	Staff Scientist	12.00	Hour	85.00	\$1,020.00
340	Senior Scientist	2.00	Hour	145.00	\$290.00
360	Project Assistant	1.00	Hour	70.00	\$70.00
	Phase 1 Total:				\$2,100.00
Phase 2	Phase II ESA				
Activity 2.1	Drilling Services				\$1,200.00
SUB-BILL	Subcontractor Billable	1.00	Each	1,200.00	\$1,200.00
Activity 2.2	Soil Screening/Field analysis				\$950.00
310	Environmental Technician III	10.00	Hour	85.00	\$850.00
5036	PID w/10.6 eV lamp, per day	1.00	Each	100.00	\$100.00
Activity 2.3	Laboratory Analysis				\$1,440.00
4626	Gasoline Range Organics (GRO), soil	4.00	Each	40.00	\$160.00
4705	VOC, MDH 466, soil	4.00	Each	85.00	\$340.00
4628	Diesel Range Organics (DRO), soil	4.00	Each	40.00	\$160.00
4323	ICP 8 RCRA, soil	2.00	Each	100.00	\$200.00
4757	Polyaromatic Hydrocarbons, soil	2.00	Each	125.00	\$250.00
4625	Gasoline Range Organics (GRO), water	2.00	Each	40.00	\$80.00
4704	VOC, MDH 465, water	2.00	Each	85.00	\$170.00
4627	Diesel Range Organics (DRO), water	2.00	Each	40.00	\$80.00
Activity 2.4	Project Management & Reporting				\$1,300.00
371	CADD/Graphics Operator	1.00	Hour	110.00	\$110.00
360	Project Assistant	1.00	Hour	70.00	\$70.00
340	Senior Scientist	2.00	Hour	135.00	\$270.00
320	Staff Scientist	10.00	Hour	85.00	\$850.00
	Phase 2 Total:				\$4,890.00

Project Proposal

QTB028251

Public Works Garage/Showboat site

Proposal Total:	\$6,990.00
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General Conditions

Section 1: Our Agreement

1.1 Our agreement ("Agreement") with you consists of these General Conditions and the accompanying written proposal or authorization. This Agreement is our entire agreement. It supersedes prior agreements. It may be modified only in a writing signed by us, making specific reference to the provision modified.

1.2 The words "you," "we," "us," and "our" include officers, employees, and subcontractors.

1.3 In the event you use a purchase order or other form to authorize our services, any conflicting or additional terms are not part of our Agreement. Directing us to start work prior to execution of this Agreement constitutes your acceptance. If, however, mutually acceptable terms cannot be established, we have the right to withdraw our proposal without liability to you or others, and you will compensate us for services already rendered.

Section 2: Our Responsibilities

2.1 We will provide the services specifically described in our Agreement with you. You agree that we are not responsible for services that are not fairly included in our specific undertaking. Unless otherwise agreed in writing, our findings, opinions, and recommendations will be provided to you in writing. You agree not to rely on oral findings, opinions, or recommendations without our written approval.

2.2 In performing our professional services, we will use that degree of care and skill ordinarily exercised under similar circumstances by reputable members of our profession practicing in the same locality. If you direct us to deviate from our recommended procedures, you agree to hold us harmless from claims, damages, and expenses arising out of your direction.

2.3 We will reference our field observations and sampling to available reference points, but we will not survey, set, or check the accuracy of those points unless we accept that duty in writing. Locations of field observations or sampling described in our report or shown on our sketches are based on information provided by others or estimates made by our personnel. You agree that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. You accept the inherent risk that samples or observations may not be representative of things not sampled or seen and, further, that site conditions may change over time.

2.4 Our duties do not include supervising your contractors or commenting on, overseeing, or providing the means and methods of their work, unless we accept such duties in writing.

We will not be responsible for the failure of your contractors to perform in accordance with their undertakings, and the providing of our services will not relieve others of their responsibilities to you or to others.

2.5 We will provide a health and safety program for our employees, but we will not be responsible for contractor, job, or site health or safety unless we accept that duty in writing.

2.6 You will provide, at no cost to us, appropriate site safety measures as to work areas to be observed or inspected by us. Our employees are authorized by you to refuse to work under conditions that may be unsafe.

2.7 Estimates of our fees or other project costs will be based on information available to us and on our experience and knowledge. Such estimates are an exercise of our professional judgment and are not guaranteed or warranted. Actual costs may vary. You should allow a contingency in addition to estimated costs.

Section 3: Your Responsibilities

3.1 You will provide us with prior geotechnical and other reports, specifications, plans, and information to which you have access about the site. You agree to provide us with all plans, changes in plans, and new information as to site conditions until we have completed our work.

3.2 You will provide access to the site. In the course of our work some site damage is normal even when due care is exercised. We will use reasonable care to minimize damage to the site. We have not included the cost of restoration of normal damage in the estimated charges.

3.3 You agree to provide us, in a timely manner, with information that you have regarding buried objects at the site. We will not be responsible for locating buried objects at the site unless we accept that duty in writing. You agree to hold us harmless from claims, damages, losses, and related expenses involving buried objects that were not properly marked or identified or of which you had knowledge but did not timely call to our attention or correctly show on the plans you or others on your behalf furnished to us.

3.4 You will notify us of any knowledge or suspicion of the presence of hazardous or dangerous materials in a sample provided to us. You agree to provide us with information in your possession or control relating to contamination at the work site. If we observe or suspect the presence of contaminants not anticipated in our Agreement, we may terminate our work without liability to you or to others, and we will be paid for the services we have provided.

3.5 Neither this Agreement nor the providing of services will operate to make us an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous materials. You agree to hold us harmless and indemnify us from any such claim or loss.

3.6 Monitoring wells are your property, and you are responsible for their permitting, maintenance, and abandonment unless we accept that duty in writing.

3.7 You agree to make disclosures required by law. In the event you do not own the site, you acknowledge that it is your duty to inform the owner of the discovery or release of contaminants at the site. You agree to hold us harmless and indemnify us from claims related to disclosures made by us that are required by law and from claims related to the informing or failure to inform the site owner of the discovery of contaminants.

Section 4: Reports and Records

4.1 Unless you request otherwise, we will provide our report in an electronic format.

4.2 Our reports, notes, calculations, and other documents and our computer software and data are instruments of our service to you, and they remain our property but are subject to a license to you for your use in the related project for the purposes disclosed to us. You may not transfer our reports to others or use them for a purpose for which they were not prepared without our written approval. You agree to indemnify and hold us harmless from claims, damages, losses, and expenses, including attorney fees, arising out of such a transfer or use. At your request, we will provide endorsements of our reports or letters of reliance, but only if the recipients agree to be bound by the terms of our agreement with you and only if we are paid the administrative fee stated in our then current Schedule of Charges.

4.3 Because electronic documents may be modified intentionally or inadvertently, you agree that we will not be liable for damages resulting from change in an electronic document occurring after we transmit it to you.

4.4 If you do not pay for our services in full as agreed, we may retain work not yet delivered to you and you agree to return to us all of our work that is in your possession or under your control.

4.5 Samples and field data remaining after tests are conducted and field and laboratory equipment that cannot be adequately cleaned of contaminants are and continue to be your property. They may be discarded or returned to

you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

4.6 Electronic data, reports, photographs, samples and other materials provided by you or others may be discarded or returned to you, at our discretion, unless within 15 days of the report date you give us written direction to store or transfer the materials at your expense.

Section 5: Compensation

5.1 You will pay for services as agreed upon or according to our then current Schedule of Charges if there is no other written agreement as to price. An estimated cost is not a firm figure. You agree to pay all sales taxes and other taxes based on your payment of our compensation. Our performance is subject to credit approval and payment of any specified retainer.

5.2 You will notify us of billing disputes within 15 days. You will pay undisputed portions of invoices on receipt. You agree to pay interest on unpaid balances beginning 30 days after invoice dates at the rate of 1.5% per month, or at the maximum rate allowed by law.

5.3 If you direct us to invoice another, we will do so, but you agree to be responsible for our compensation unless you provide us with that person's written acceptance of all terms of our Agreement and we agree to extend credit to that person and to release you.

5.4 Your obligation to pay for our services under this Agreement is not contingent on your ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of lawsuit in which we are not involved, your successful completion of a project, receipt of payment from another, or any other event. No retainage will be withheld.

5.5 If you do not pay us within 60 days of invoice date, you agree to reimburse our expenses, including but not limited to attorney fees, staff time, and other costs of collection.

5.6 You agree to compensate us in accordance with our fee schedule if we are asked or required to respond to legal process arising out of a proceeding related to the project and as to which we are not a party.

5.7 If we are delayed by factors beyond our control, or if project conditions or the scope or amount of work change, or if changed labor union conditions result in increased costs, decreased efficiency, or delays, or if the standards or methods change, we will give you timely notice and we will receive an equitable adjustment of our compensation. If you and we do not reach agreement on such compensation within 30 days of our written application, we may terminate without liability to you or others.

5.8 If you fail to pay us within 60 days following invoice date, we may consider the default a total breach of our Agreement and, at our option, terminate our duties without liability to you or to others.

5.9 In consideration of our providing insurance to cover claims made by you, you hereby waive any right of offset as to fees otherwise due us.

Section 6: Disputes, Damage, and Risk Allocation

6.1 Each of us will exercise good faith efforts to resolve disputes without litigation. Such efforts will include, but not be limited to, a meeting(s) attended by each party's representative(s) empowered to resolve the dispute. Before either of us commences an action against the other, disputes (except collections) will be submitted to mediation.

6.2 Neither of us will be liable for special, incidental, consequential, or punitive damages, including but not limited to those arising from delay, loss of use, loss of profits or revenue, loss of financing commitments or fees, or the cost of capital.

6.3 We will not be liable for damages unless suit is commenced within two years of the date of injury or loss or within two years of the date of substantial completion of our services, whichever is earlier. We will not be liable unless you have notified us of the discovery of the claimed breach of contract, negligent act, or omission within 30 days of the date of discovery and unless you have given us an opportunity to investigate and to recommend ways of mitigating damages. You agree not to make a claim against us unless you have provided us at least 30 days prior to the institution of any legal proceeding against us with a written certificate executed by an appropriately licensed professional specifying and certifying each and every act or omission that you contend constitutes a violation of the standard of care governing our professional services.

6.4 For you to obtain the benefit of a fee which includes a reasonable allowance for risks, you agree that our aggregate liability for all claims will not exceed the fee paid for our services or \$50,000, whichever is greater. If you are unwilling to accept this allocation of risk, we will increase our aggregate liability to \$100,000 provided that, within 10 days of the date of our Agreement, you provide payment in an amount that will increase our fees by 10%, but not less than \$500, to compensate us for the greater risk undertaken. This increased fee is not the purchase of insurance.

6.5 You agree to indemnify us from all liability to others in excess of the risk allocation stated above and to insure this obligation.

6.6 The prevailing party in any action relating to this Agreement shall be entitled to recover

its costs and expenses, including reasonable attorney fees, staff time, and expert witness fees.

6.7 The law of the state in which our servicing office is located will govern all disputes. Each of us waives trial by jury. No officer or employee acting within the scope of employment shall have individual liability for his or her acts or omissions, and you agree not to make a claim against individual employees.

Section 7: General Indemnification

7.1 We will indemnify and hold you harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by our negligent acts or omissions or those negligent acts or omissions of persons for whom we are legally responsible. You will indemnify and hold us harmless from and against demands, damages, and expenses of others to the comparative extent they are caused by your negligent acts or omissions or those negligent acts or omissions of persons for whom you are legally responsible.

7.2 To the extent it may be necessary to indemnify either of us under Section 7.1, you and we expressly waive, in favor of the other only, any immunity or exemption from liability that exists under any worker compensation law.

7.3 You agree to indemnify us against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by you or by others on your behalf.

Section 8: Miscellaneous Provisions

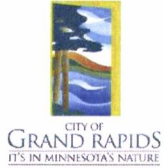
8.1 We will provide a certificate of insurance to you upon request. Any claim as an Additional Insured shall be limited to losses caused by our sole negligence.

8.2 You and we, for ourselves and our insurers, waive all claims and rights of subrogation for losses arising out of causes of loss covered by our respective insurance policies.

8.3 Neither of us will assign nor transfer any interest, any claim, any cause of action, or any right against the other. Neither of us will assign or otherwise transfer or encumber any proceeds or expected proceeds or compensation from the project or project claims to any third person, whether directly or as collateral or otherwise.

8.4 Our Agreement may be terminated early only in writing. We will receive an equitable adjustment of our compensation in the event of early termination.

8.5 If a provision of this Agreement is invalid or illegal, all other provisions shall remain in full force and effect.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1725 **Version:** 1 **Name:** Commission Appointment
Type: Agenda Item **Status:** Administration Department
File created: 10/21/2015 **In control:** City Council
On agenda: 10/26/2015 **Final action:**
Title: Consider appointment to Arts & Culture Commission.
Sponsors:
Indexes:
Code sections:
Attachments: [Leah Yellowbird Application](#)

Date	Ver.	Action By	Action	Result
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Consider appointment to Arts & Culture Commission.

Background Information:

In September 2015, Todd Driscoll resigned from the Arts & Culture Commission leaving a vacant term expiring December 31, 2015. Staff has advertised the vacancy and received an application from Ms. Leah Yellowbird. Councilor Zabinski agreed to contact Ms. Yellowbird and bring a recommendation back to the Council. With the term date of expiration approaching, staff is requesting that the appointment cover the existing unexpired term through December 1, 2015 and the following three year term from January 1, 2016 through December 31, 2018.

Staff Recommendation:

Consider appointing applicant to fill the vacant position on the Arts & Culture Commission.

Requested City Council Action

Appoint Ms. Leah Yellowbird to the Arts & Culture Commission, filling unexpired term through December 31, 2015 and subsequent three year term to expire December 31, 2018.



GRAND RAPIDS
MICHIGAN

APPLICATION FOR CITY BOARDS AND COMMISSIONS

Return to:
City Administration Office
420 N. Pokegama Avenue
Grand Rapids, MN 55744
218-326-7600

RECEIVED
OCT 13 2015
CITY OF GRAND RAPIDS

Personal Information:

Name: <i>Leah Yellowbird</i>	Date: <i>Oct-13-2015</i>
Address: <i>29370 Prairie Lake Road</i>	Day Phone: <i>218 340 9672</i>
Employer:	Evening Phone:
Occupation: <i>Self</i>	E-Mail <i>og.makwee@gmail.com</i>

Please rank in order the Boards/Commissions on which you would like to serve (leave blank any on which you do not wish to serve):

<input type="checkbox"/>	Golf Course Board	Police Community Advisory Board	<input type="checkbox"/>
<input type="checkbox"/>	Library Board	Economic Development Authority	<input type="checkbox"/>
<input type="checkbox"/>	Public Utilities Commission	Housing & Redevelopment Auth.	<input type="checkbox"/>
<input type="checkbox"/>	Planning Commission	Human Rights Commission	<input type="checkbox"/>
<input type="checkbox"/>	Airport Advisory Board	Arts & Cultural Commission	<input checked="" type="checkbox"/>

Do you have special qualifications that you feel would help you be particularly effective on a City Board or Commission? (i.e. work experience, volunteer experience, education, hobbies, etc?)

artist Native American

How did you become interested in serving on a Board or Commission?

Lois Bendix

(over)

Date Authorization:

If appointed, I, Leah Yellowbird, authorize the City of Grand Rapids to release the following private data upon request made to the City (check all that apply).

Home Phone # 218 340 9672 Home email ogimatkwee@gmail.com

Work address _____ Work Phone# _____

Work email _____ Cell Phone # _____

I also authorize the City of Grand Rapids to release such authorized private data referenced above to members of the general public, City staff, Mayor and City Council members upon request for such data. The person(s) receiving such private data must use it only for lawful purposes.

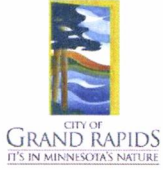
This authorization shall be modified or cancelled only upon written notice to the City Clerk, City of Grand Rapids.

I agree to inform the City Clerk's office of any change indicated above.

I agree to relinquish and waive all claims that may arise against the City, its agents or employees for releasing any and all authorized data referenced above relating to this agreement.

Oct 13-2015
Date

Leah Yellowbird
Signature



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1721 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 10/20/2015 **In control:** City Council
On agenda: 10/26/2015 **Final action:**
Title: Consider approving the verified claims for the period October 6, 2015 to October 19, 2015 in the total amount of \$531,032.24.
Sponsors:
Indexes:
Code sections:
Attachments: [CITY OF GRAND RAPIDS BILL LIST 10-26-15.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period October 6, 2015 to October 19, 2015 in the total amount of \$531,032.24.

Requested City Council Action

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

CITY OF GRAND RAPIDS BILL LIST - OCTOBER 26, 2015

DATE: 10/20/2015
 TIME: 16:03:47
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/26/2015

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
CITY WIDE		
1309146	MACROSTIE ART CENTER	75.00
	TOTAL CITY WIDE	75.00
SPECIAL PROJECTS-NON BUDGETED		
2305718	WESTMAN CHAMPLIN & KOEHLER	482.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	482.00
ADMINISTRATION		
1109655	MICHAEL J KIRT	64.00
1205250	LEFTYS TENT & PARTY RENTAL	3,166.40
1920065	STAR TRIBUNE	182.00
T001030	LEECH LAKE AMERICAN LEGION	100.00
	TOTAL ADMINISTRATION	3,512.40
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	33.80
0315455	COLE HARDWARE INC	8.55
0920060	ITASCA COUNTY TREASURER	77.14
1909510	SIM SUPPLY INC	61.58
2018680	TRU NORTH ELECTRIC LLC	95.39
2209421	VIKING ELECTRIC SUPPLY INC	96.60
	TOTAL BUILDING MAINTENANCE-CITY HALL	373.06
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	64.48
	TOTAL COMMUNITY DEVELOPMENT	64.48
FIRE		
0113233	AMERIPRIDE LINEN & APPAREL	15.50
0221650	BURGGRAF'S ACE HARDWARE INC	36.18
0717995	GRAND FORKS FIRE EQUIPMENT LLC	40.44
0717996	GRAND ITASCA CLINIC	325.00
0900085	IPMA ~ HR	291.50
0920057	ITASCA COUNTY SHERIFFS DEPT	118.87
0920060	ITASCA COUNTY TREASURER	128.31
1301168	MARKETPLACE FOODS	113.17

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/26/2015

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
1605611	PEPSI-COLA	248.40
	TOTAL FIRE	1,317.37
PUBLIC WORKS		
0112750	ALUMITANK INC	1,180.35
0121725	AUTOMOTIVE ELECTRIC LLC	208.33
0221650	BURGGRAF'S ACE HARDWARE INC	-4.80
0301685	CARQUEST AUTO PARTS	72.02
0315455	COLE HARDWARE INC	274.94
0501650	EARL F ANDERSEN	1,168.50
0518366	ERICKSON'S ITASCA LUMBER INC	6.75
0805093	HEADWATERS IRRIGATION	698.50
0920060	ITASCA COUNTY TREASURER	714.63
0920061	ITASCA COUNTY TREASURER	39.60
1415536	NORTHLAND HYDRAULIC SERVICE	1,520.41
1503150	OCCUPATIONAL DEVELOPMENT CTR	735.00
1615427	POKEGAMA LAWN AND SPORT	167.65
1920555	STOKES PRINTING COMPANY	19.96
2021650	TURF AND TREE INC	990.00
2305453	WESCO DISTRIBUTION INC	328.32
	TOTAL PUBLIC WORKS	8,120.16
FLEET MAINTENANCE		
0315455	COLE HARDWARE INC	13.98
0805640	HERC-U-LIFT	92.00
1605740	PETROCHOICE-ANDERSON LUBRICANT	483.57
	TOTAL FLEET MAINTENANCE	589.55
POLICE		
0103325	ACHESON TIRE COMPANY INC	20.00
0205725	BETZ EXTINGUISHER COMPANY	12.50
0301685	CARQUEST AUTO PARTS	9.90
0701480	GALLS, AN ARAMARK COMPANY LLC	279.82
0712225	GLEN'S ARMY NAVY STORE INC	11.99
0718060	GRAND RAPIDS NEWSPAPERS INC	65.00
0920060	ITASCA COUNTY TREASURER	2,773.62
1309160	MN COUNTY ATTORNEYS	180.00
1801570	RAPIDS AUTO WASH	68.50
1920233	STREICHER'S INC	125.98
2000400	T J TOWING	110.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/26/2015

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
TOTAL POLICE		3,657.31
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE INC	19.90
1506265	NORTHERN OFFICE OUTFITTER INC	71.27
TOTAL RECREATION		91.17
CENTRAL SCHOOL		
0315455	COLE HARDWARE INC	2.82
0405223	DEER RIVER HIRED HANDS INC	30.00
1100135	KBJR, INC	40.00
1100200	KDLH, KDLH DT2 OR NDLH (CW)	5.00
1909510	SIM SUPPLY INC	37.98
TOTAL		115.80
AIRPORT		
0114200	ANDERSON GLASS	12,500.00
0301685	CARQUEST AUTO PARTS	-43.00
0315455	COLE HARDWARE INC	96.45
0504825	EDWARDS OIL INC	355.47
0513231	EMERGENCY APPARATUS	239.99
0920060	ITASCA COUNTY TREASURER	88.06
1608345	PHILS GARAGE DOOR	60.00
1921501	SUMMIT COMPANIES	141.50
TOTAL		13,438.47
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	30.10
0221650	BURGGRAF'S ACE HARDWARE INC	47.50
0920060	ITASCA COUNTY TREASURER	38.52
1201730	LATVALA LUMBER COMPANY INC.	22.59
1301067	MANGSETH PAINTING INC	1,370.00
1301168	MARKETPLACE FOODS	18.13
1506265	NORTHERN OFFICE OUTFITTER INC	71.28
1605611	PEPSI-COLA	101.41

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/26/2015

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
1901500	SAMMY'S PIZZA	55.00
1901535	SANDSTROM COMPANY INC	615.53
1909510	SIM SUPPLY INC	120.50
1921501	SUMMIT COMPANIES	20,363.25
2000150	TC LIGHTING SUPPLIES &	129.54
TOTAL GENERAL ADMINISTRATION		22,983.35
RECREATION PROGRAMS		
1605665	PERSONNEL DYNAMICS LLC	36.45
TOTAL		36.45
STATE HAZ-MAT RESPONSE TEAM		
0118625	ARROW EMBROIDERY	239.25
TOTAL		239.25
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	10.67
0920060	ITASCA COUNTY TREASURER	110.73
1200500	L&M SUPPLY	30.06
1309355	MINNESOTA TORO	71.49
1615427	POKEGAMA LAWN AND SPORT	369.00
TOTAL		591.95
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-ENGINEERING		
2009500	TIMMONS GROUP INC	7,200.00
TOTAL CAPITAL OUTLAY-ENGINEERING		7,200.00
AIRPORT CAPITAL IMPRV PROJECTS		
2015 CRACK REPAIR & MASTER PLN		
1900225	SEH-RCM	17,000.00
TOTAL 2015 CRACK REPAIR & MASTER PLN		17,000.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/26/2015

VENDOR #	NAME	AMOUNT DUE

STORM WATER UTILITY		
0801535	HAMMERLUND CONSTRUCTION INC	2,865.75
0801825	HAWKINSON CONSTRUCTION CO INC	21,460.00
0920060	ITASCA COUNTY TREASURER	137.40
2009500	TIMMONS GROUP INC	10,800.00
2021650	TURF AND TREE INC	750.00
	TOTAL	36,013.15
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 115,900.92

CHECKS ISSUED-PRIOR APPROVAL
 PRIOR APPROVAL

0100053	AT&T	573.84
0114206	DALE ANDERSON	290.95
0116600	APPLE VALLEY, CITY OF	1,160.74
0212750	BLUE CROSS & BLUE SHIELD OF MN	37,351.50
0218755	CHARLES BRUEMMER	32.00
0301530	CANON USA INC	2,253.00
0305530	CENTURYLINK COMMUNICATIONS LLC	259.00
0605191	FIDELITY SECURITY LIFE INS CO	52.70
0609700	CARL EDWARD FISCHER	200.00
0718015	GRAND RAPIDS CITY PAYROLL	213,134.53
0718070	GRAND RAPIDS STATE BANK	2,067.50
0801535	HAMMERLUND CONSTRUCTION INC	1,000.00
0900060	ICTV	15,225.98
0920055	ITASCA COUNTY RECORDER	184.00
1115230	KEVIN KOETZ	32.00
1121225	KUEPERS INC	1,000.00
1205090	LEAGUE OF MINNESOTA CITIES	15.00
1209516	LINCOLN NATIONAL LIFE	1,045.90
1305046	MEDIACOM	11.03
1305050	MEDICO LIFE & HEALTH INS CO	250.51
1309098	MINNESOTA DEPT OF ADMN	606.00
1309199	MINNESOTA ENERGY RESOURCES	114.59
1309266	MN DEPT OF LABOR & INDUSTRY	100.00
1309332	MN STATE RETIREMENT SYSTEM	1,820.00
1309335	MINNESOTA REVENUE	4,895.82
1309338	MN STATE TREAS/BLDG INSPECTOR	5,855.05
1315650	ANDY MORGAN	51.75
1405850	NEXTERA COMMUNICATIONS LLC	450.83
1415479	NORTHERN DRUG SCREENING INC	18.00
1503151	OCCUPATION DEVELOPMENT CENTER	20.75
1516220	OPERATING ENGINEERS LOCAL #49	35,240.00
1609561	PIONEER TELEPHONE	11.67
1621130	P.U.C.	22,771.74
1903555	ERIK SCOTT	121.19
2000490	TDS Metrocom	786.93

CITY OF GRAND RAPIDS BILL LIST - OCTOBER 26, 2015

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/26/2015

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
2100265	U.S. BANK	425.00
2205637	VERIZON WIRELESS	3,279.61
2209665	VISA	6,348.51
2209705	VISIT GRAND RAPIDS	53,162.40
2305447	WELLS FARGO BANK NA	350.00
2309538	ALLEN WINDT	221.75
2315625	AMANDA MACDONELL	239.55
T001022	DUANE SCHRAW	1,000.00
T001026	GROZDANICH ENTERPRISES, INC	1,000.00
T001029	JULIE CARPENTER	100.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$415,131.32

TOTAL ALL DEPARTMENTS 531,032.24