



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail - Final 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 will be held on Tuesday, October 13, 2015 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

PRESENTATIONS/PROCLAMATIONS

MEETING PROTOCOL POLICY

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

5:01 PM PUBLIC FORUM

5:06 PM COUNCIL REPORTS

5:11 PM APPROVAL OF MINUTES

[15-1666](#) Approve minutes for September 28, 2015 Worksession & Regular Minutes

Attachments: [September 28, 2015 Regular Meeting](#)
[September 28, 2015 Worksession](#)

5:12 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. [15-1668](#) An agreement between the City of Grand Rapids and ISD 318 related to grants for the Reif Center renovations.

Attachments: [10-13-15 ISD 318 Agreement.pdf](#)

2. [15-1669](#) Approve Court Data Services Subscriber agreement to the CJDN Subscriber Agreement
Attachments: [Grand Rapids PD Joint Pwr Agmnt PD Joint Powers BCA](#)
3. [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](#)
4. [15-1674](#) 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.
Attachments: [Cub Foods Indigenous People.pdf](#)
5. [15-1676](#) An agreement between the City and ISD 318 for the transfer of grant funds related to the Reif Center Improvements.
Attachments: [10-13-15 ISD 318 Agreement.pdf](#)
6. [15-1677](#) 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.
Attachments: [GrandRapids-Blandin Resolution Calling Hearing-v2.pdf](#)
7. [15-1678](#) Rescission of conditional offer of employment and request to re-post Building/Fire Inspector position.
8. [15-1680](#) Hire regular part-time employees for the IRA Civic Center, Grand Rapids Sports Complex and Parks & Recreation
9. [15-1682](#) Approve final payment to Nelson Roofing for the IRA Civic Center roof replacement
10. [15-1686](#) Consider approving Final Payment of \$138,411.62 to Casper Construction related to CP 2011-2, Crystal Lake Boulevard Improvement Project.

5:22 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

**5:23 DEPARTMENT HEAD REPORT
PM**

11. [15-1688](#) Jeff Davies - Public Works Director

Attachments: [2015 10-13 PW Fall DH Report](#)
[2015 10-13 Presentation PW Fall DH Report](#)

**5:33 ENGINEERING
PM**

12. [15-1684](#) A resolution declaring the official intent of the City to reimburse certain expenditures from the proceeds of bonds to be issued by the City.

Attachments: [10-13-15 Resolution Reimbursement all projects.pdf](#)

13. [15-1685](#) 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.

Attachments: [10-13-15 Attachment - CP 2010-5 Arch Survey Contract 1001610.pdf](#)
[10-13-15 Resolution MnDOT Arch Contract.pdf](#)

**5:43 ADMINISTRATION DEPARTMENT
PM**

14. [15-1675](#) Termination of an Agreement Between City of Grand Rapids and City of Bovey for Accounting and Financial Services.

Attachments: [91. Agreement between City of Grand Rapids and City of 10-13-15 Bovey for a Bovey Ltr regarding Agreement for accounting & finance.pdf](#)

15. [15-1679](#) An Interlocal Agreement between the City of Grand Rapids and the City of LaPrairie for Financial Services.

Attachments: [10-13-15 2016 Agreement.pdf](#)

**5:53 VERIFIED CLAIMS
PM**

16. [15-1681](#) 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.

Attachments: [Grand Rapids Council Bill List 10-13-15.pdf](#)

**5:54 ADJOURNMENT
PM**

NEXT REGULAR MEETING IS SCHEDULED FOR OCTOBER 26, 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
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CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1666 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 9/28/2015 **In control:** City Council
On agenda: 10/13/2015 **Final action:**
Title: Approve minutes for September 28, 2015 Worksession & Regular Minutes
Sponsors:
Indexes:
Code sections:
Attachments: [September 28, 2015 Regular Meeting](#)
[September 28, 2015 Worksession](#)

Date	Ver.	Action By	Action	Result
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Approve minutes for September 28, 2015 Worksession & Regular Minutes



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, September 28, 2015

5:00 PM

City Hall Council Chambers

AMENDED 9-25-15

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, September 28, 2015 at 3:30 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

CALL OF ROLL

Others present:

Tom Pagel, Chad Sterle, Lynn DeGrio, Scott Johnson, Steve Schaar, Barb Baird, Rob Mattei, Julie Kennedy

5:01 PM PRESENTATIONS/PROCLAMATIONS

General Aviation Appreciation Month

Received and Filed

MEETING PROTOCOL POLICY

5:03 PM PUBLIC FORUM

John Schroader, 123 NW 15th Avenue, Grand Rapids addresses the Council regarding the proposed land swap with UPM Kemmene. Concerned about transparency. Requesting a public forum for information regarding the land swap and the effect this will have on the residents. Mr. Schroader questioned regarding execution of land swap, is this still in negotiation or if not, when will this take place. If this has occurred already, when did that take place?

Administrator Pagel recommends compiling all of those questions into an email, and then come in and meet with Mr. Pagel and key staff regarding these matters.

5:08 PM COUNCIL REPORTS

None.

**5:10 APPROVAL OF MINUTES
PM**

Approve City Council minutes for Monday, September 14, 2015 Worksession and Regular meetings.

A motion was made by Councilor Bill Zeige, seconded by Councilor Dale Christy, to approve Council minutes for September 14, 2015. The motion PASSED by unanimous vote.

**5:11 CONSENT AGENDA
PM**

1. Consider adopting a resolution authorizing the City to execute the \$25,941.50 State Grant Agreement for Airport Improvements and also authorizing the Mayor and City Administrator to sign the Grant Agreement required to receive the grant.

Adopted Resolution 15-71 by consent roll call

2. Consider adopting a Resolution authorizing execution of a Limited Use Permit between the City of Grand Rapids and the Commissioner of Transportation, State of Minnesota for the for Mesabi Connection Trail.

Adopted Resolution 15-72 by consent roll call

3. Consider approving a resolution accepting a donation of \$50.00 from Affinity Plus Federal Credit Union and a \$1,000 donation from the Northland Foundation to be used for the Indigenous People's Day event.

Adopted Resolutions 15-73 and 15-74 by consent roll call

4. Hire part time employees for Park & Recreation / I.R.A. Civic Center

Approved by consent roll call

5. Please consider adopting a resolution to allow the Grand Rapids Fire Department to accept a \$5,120 dollar grant which was awarded from Minnesota Board of Firefighter Training and Education.

Adopted Resolution 15-75 by consent roll call

6. Adopt a resolution accepting a grant from IRRRB for demolition costs associated with the Reif Performing Art Center and the Civil Air Patrol building and authorize the approval of said grant agreements.

Adopted Resolution 15-76 by consent roll call

7. Consider adopting a Resolution authorizing Tax-Exempt Capital Lease Financing

under a Governmental Lease Agreement; naming U.S. Bancorp Government Leasing and Finance, Inc. as the lender for the purchase of Public Utilities AMI/AMR System; pledging the net revenues of the Grand Rapids Public Utility for lease payments.

Adopted Resolution 15-77 by consent roll call

8. A resolution accepting a \$2,500 grant from the Blandin Foundation to assist with funding a facilitator for the government collaboration group.

Adopted Resolution 15-78 by consent roll call

9. Approve the termination of a land lease between the City and Minnesota Diversified Industries (MDI)

Approved by consent roll call

- 9a. Appoint an alternate representative to the Range Association of Municipalities and Schools.

Appoint Dale Christy as alternate RAMS rep.

Approved 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 as amended, moving item #16, appointment of alternate to RAMS Board to item #9a on Consent. The motion carried by the following vote

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

**5:13 SETTING OF REGULAR AGENDA
PM**

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

ACKNOWLEDGE BOARDS & COMMISSIONS

10. Acknowledge minutes for Boards & Commissions:

August 4, 2015 Arts & Culture minutes
August 12, 2015 Library Board minutes
August 12, 2015 PUC Minutes
July 15, 2015 HRA Minutes
July 16 and 27, 2015 GREDA Minutes

Acknowledge Boards and Commissions

**5:15 DEPARTMENT HEAD REPORT
PM**

11. Department Head Report: Community Development Department

Rob Mattei, Community Development Director, provides semi-annual update to the Council regarding economic development activities, major projects underway within the city limits, Central School leasing, and noting that 2015 has been a record year for building and revenues.

Received and Filed

**5:25 ENGINEERING
PM**

12. Consider approving an Agreement for Professional Services with SEH for the delineation of wetlands at the airport, for a lump sum fee of \$5,000.

A motion was made by Councilor Christy, seconded by Councilor Zeige, approved this agenda item 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

13. Consider authorizing staff to solicit proposals for City Engineering Assistance Services for 2016 through 2020.

A motion was made by Councilor Bill Zeige, seconded by Councilor Ed Zabinski, approved this agenda item as presented. The motion carried by the following vote.

**5:55 PUBLIC HEARINGS
PM**

Regular meeting is recessed at 5:28 PM for the first of two public hearings scheduled for 5:30 PM.

19. Conduct a public hearing to receive public input on the implementation of the Small Cities Development Program (SCDP) Commercial and Residential Rehab Grant

At 5:30 PM, Mr. Mattei provides background information regarding the SCDP Commercial & Rehab Grant and what these funds are used for.

Mayor Adams states that this is the time and place to address the Council regarding the SCDP Commercial & Rehab Grant program. Clerk Gibeau notes that all notices have been made and no correspondence has been received in the Clerk's office.

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

Amanda McDonald states that the project continues to seek contractors who are interested in this project.

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

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

20.

Conduct a public hearing to consider the vacation of certain portions of public right-of-way and a portion of a publically retained easement located within the City of Grand Rapids.

Mr. Mattei provides background information regarding the proposed vacations brought before the Council today.

Mayor Adams states that this is the time and place to address the Council regarding the proposed vacations. Clerk Gibeau notes that all notices have been made and no correspondence has been received in the Clerk's office.

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

Susan Hanson, 302 South Pokegama Avenue, Grand Rapids, concerned that their property has a large bank that goes down to the vacated property. Does not benefit them to vacate the property to them. This will increase their taxes and insure when they will never use the property.

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

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

6:25 PM COMMUNITY DEVELOPMENT

21.

Consider the adoption of a resolution either approving or disapproving the vacation of certain portions of public right-of-way and a portion of a publically retained easement located within the City of Grand Rapids.

Discussed possibly vacating the north half of the proposed property and not vacating the half to the south, adjoining the Hanson property. Engineer Kennedy believes that concerns regarding water main issues can be addressed as well.

North portion of recommended of east right-of-way on 3rd street.

A motion was made by Councilor Zabinski, seconded by Councilor Christy adopted Resolution 15-79 as amended, not vacating the north portion of the right-of-way on 3rd Street, adjoining Hanson property. the motion carried by the following vote.

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

5:30 PM FINANCE DEPARTMENT

14.

Consider approving a resolution adopting the 2015 proposed levy/collectible in 2016

and setting December 7, 2015 at 6:00 p.m. to discuss the proposed budget, levy and allow for public comment and December 14, 2015 for the subsequent meeting to adopt the final levy and budget.

A motion was made by Councilor Christy, seconded by Councilor Blake to adopt Resolution 15-80, adopting preliminary levy. The motion carried by the following vote.

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

**5:40 ADMINISTRATION DEPARTMENT
PM**

15. Consider the appointment of Paula Johnson to Grand Rapids Planning Commission.

A motion was made by Councilor Rick Blake, seconded by Councilor Ed Zabinski, to appoint Paula Johnson to the Planning Commission, unexpired term to expire March 1, 2016. The motion PASSED by unanimous vote.

17. Appointment of Matthew LaVigne to the position of Building/Fire Inspector.

A motion was made by Councilor Christy, seconded by Councilor Zeige to approve 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

18. Appointment of Carl Fischer to the position of Community Service Officer and status change of Gary DeGrio from part-time to full-time Hospital Security Officer.

A motion was made by Councilor Bill Zeige, seconded by Councilor Rick Blake to approve as presented. The motion PASSED by unanimous vote.

**6:30 VERIFIED CLAIMS
PM**

22. Consider approving the verified claims for the period September 5, 2015 to September 21, 2015 in the total amount of \$396,818.06, of which \$41,031.25 are bond interest payments.

A motion was made by Councilor Zabinski, seconded by Councilor Zeige, that this Agenda Item be Approved 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

**6:35 ADJOURNMENT
PM**

A motion was made by Councilor Rick Blake, seconded by Councilor Bill Zeige, to adjourn the meeting at 6:17 PM. The motion PASSED by unanimous vote.

Respectfully submitted: Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, September 28, 2015

3:30 PM

City Hall Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, September 28, 2015 at 3:32 p.m. 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, Barb Baird, Tony Ward, Barb Sanderson, Chad Sterle, Scott Johnson, Steve Schaar, Rob Mattei

Discussion Items

1. Review the GRPU Advanced Metering Infrastructure (AMI) / Automated Meter Reading (AMR) Project and proposed project funding plan.

Tony Ward, PUC General Manager, provides background information regarding the automated meter reading project, request for proposals, project funding plan and recommendation for moving forward.

Indigenous People's Day update

Barb Sanderson, representing Human Rights Commission, discusses the December 2014 Council action of proclaiming the second Monday in October as Indigenous Peoples Day. A steering committee has been working on a celebration for Monday, October 12th, the first Indigenous Peoples Day in Grand Rapids. There will be a variety of entertainment, mural project, food, games, etc. This event is free and open to the public.

2. Proposed Levy & Budget Discussion (see Regular Agenda for additional detail)

Administrator Tom Pagel, advises that the proposed preliminary levy is on the regular Council meeting and would like to have a final review prior to action. Staff have continued to work on budgeting and have reduced the budget, thereby the levy, by \$85,000.

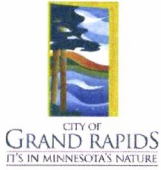
3. Review 5:00 PM Regular Meeting

Discussed alternate representative for RAMS board. Councilor Christy offers to step up and represent the City of Grand Rapids in the event that Councilor Zabinski may be unable to attend. Move to #16 to consent as #9a, appointing Councilor Christy as alternate.

ADJOURN

There being no further business, the meeting adjourned at 4:40 PM.

Respectfully submitted: Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1668 **Version:** 1 **Name:** ISD 318 Reif Grant Agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 10/1/2015 **In control:** City Council
On agenda: 10/13/2015 **Final action:**
Title: An agreement between the City of Grand Rapids and ISD 318 related to grants for the Reif Center renovations.
Sponsors:
Indexes:
Code sections:
Attachments: [10-13-15 ISD 318 Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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An agreement between the City of Grand Rapids and ISD 318 related to grants for the Reif Center renovations.

Background Information:

The City has received grant funding on behalf of ISD 318 for expenses related to the Reif Center renovations. The attached agreement allows for the transfer of those grant funds from the City to ISD 318.

Staff Recommendation:

City staff is recommending the approval of the agreement between the City of Grand Rapids and ISD 318 related to grants for the Reif Center renovations.

Requested City Council Action

Consider the approval of the agreement between the City of Grand Rapids and ISD 318 related to grants for the Reif Center renovations.

AGREEMENT

This agreement, dated this ____ day of _____, 2015, is hereby between the City of Grand Rapids and ISD 318.

Pursuant to *Minnesota Statute Cpt. 308, art. 5, s. 11(2)* the City of Grand Rapids expects to receive a 0.5 cents per ton taconite production tax, for the purpose of soil and landscape remediation at the Reif Center. Additionally, the State of Minnesota has awarded *Grant Agreement (Finance Department ID #B4335310)*, in an amount not to exceed \$200,000 for the purposes of demolition and removal of a portion of the Reif Center. Both documents are attached.

The City of Grand Rapids, pursuant to the legislation and Grant Agreement hereby cited, will provide ISD 318 said funds identified consistent with terms of State Statute and specified Grant Agreement.

ISD 318 will invoice the City of Grand Rapids to receive these legislative and grant funds after expenditures have occurred. ISD 318 will provide all requested documentation including, but not limited to, architectural/engineering and/or invoices and a set of drawings for such construction as requested by the City of Grand Rapids within seven calendar days of said request. The City of Grand Rapids will promptly reimburse ISD 318 after it is satisfied such costs have occurred.

Moreover, if the City of Grand Rapids is ever audited by the State of Minnesota, or the IRRRB, and it is deemed that these funds were utilized inappropriately, ISD 318 will indemnify and hold harmless the City of Grand Rapids. Additionally, any inappropriately used funds must be returned to the City of Grand Rapids within 60 days of the City's request.

CITY OF GRAND RAPIDS

ISD 318

By: _____
Mayor Dale Adams, Date

By: _____
Chief Financial Officer, Date
Patrick Goggin

ATTEST:

City Clerk



CITY OF
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IT'S IN MINNESOTA'S NATURE

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1669 **Version:** 1 **Name:** Approve Court Data Services Subscriber to the CJDN Subscriber Agreement

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

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

On agenda: 10/13/2015 **Final action:**

Title: Approve Court Data Services Subscriber to the CJDN Subscriber Agreement

Sponsors:

Indexes:

Code sections:

Attachments: [Grand Rapids PD Joint Pwr Agmnt](#)
[PD Joint Powers BCA](#)

Date	Ver.	Action By	Action	Result
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Approve Court Data Services Subscriber agreement to the 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 that the Court Date Services Subscriber Agreement to the 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

Consider approving the Court Date Services Subscriber Amendment to the 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: _____

Council member 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.

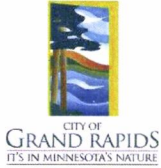
Passed and Adopted by the Council on this 13th day of October, 2015.

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 #: 15-1671 **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: 10/13/2015 **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
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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 Rahnclyff 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 blue 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.

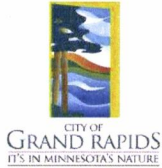
Adopted this 13th day of October 2015

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 #: 15-1674 **Version:** 1 **Name:** Indigenous People's Day Event Donation
Type: Agenda Item **Status:** Consent Agenda
File created: 10/6/2015 **In control:** City Council
On agenda: 10/13/2015 **Final action:**
Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [Cub Foods Indigenous People.pdf](#)

Date	Ver.	Action By	Action	Result
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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.

Background Information:

This donation will be used towards the Indigenous People's Day event to be held October 12, 2015 in the City of Grand Rapids.

Staff Recommendation:

Please consider approving a resolution to accept the \$100.00 donation from Miners of Grand Rapids, Inc. dba Cub Foods #5229.

Requested City Council Action

Consider approving a resolution to accept the \$100.00 donation from Miners of Grand Rapids, Inc. dba Cub Foods #5229 to be used for the Indigenous People's Day event.

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

RESOLUTION NO. 15-

A RESOLUTION ACCEPTING A \$100 DONATION FROM CUB FOODS #5229 TO THE CITY OF GRAND RAPIDS TO BE USED FOR THE INDIGENOUS PEOPLE'S DAY EVENT

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:

- Cub Foods #5229 donated \$100 to the City of Grand Rapids to be used for the Indigenous People's Day Event.

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 #: 15-1676 **Version:** 1 **Name:** ISD 318 Reif Agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 10/6/2015 **In control:** City Council
On agenda: 10/13/2015 **Final action:**
Title: An agreement between the City and ISD 318 for the transfer of grant funds related to the Reif Center Improvements.
Sponsors:
Indexes:
Code sections:
Attachments: [10-13-15 ISD 318 Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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An agreement between the City and ISD 318 for the transfer of grant funds related to the Reif Center Improvements.

Background Information:

The City has received two grants on behalf of ISD 318 for improvements related to the Reif Center. The attached agreement establishes how the funds are transferred to ISD 318.

Staff Recommendation:

City staff is recommending the approval an agreement between the City and ISD 318 for the transfer of grant funds related to the Reif Center Improvements.

Requested City Council Action

Consider the approval of an agreement between the City and ISD 318 for the transfer of grant funds related to the Reif Center Improvements.

AGREEMENT

This agreement, dated this ____ day of _____, 2015, is hereby between the City of Grand Rapids and ISD 318.

Pursuant to *Minnesota Statute Cpt. 308, art. 5, s. 11(2)* the City of Grand Rapids expects to receive a 0.5 cents per ton taconite production tax, for the purpose of soil and landscape remediation at the Reif Center. Additionally, the State of Minnesota has awarded *Grant Agreement (Finance Department ID #B4335310)*, in an amount not to exceed \$200,000 for the purposes of demolition and removal of a portion of the Reif Center. Both documents are attached.

The City of Grand Rapids, pursuant to the legislation and Grant Agreement hereby cited, will provide ISD 318 said funds identified consistent with terms of State Statute and specified Grant Agreement.

ISD 318 will invoice the City of Grand Rapids to receive these legislative and grant funds after expenditures have occurred. ISD 318 will provide all requested documentation including, but not limited to, architectural/engineering and/or invoices and a set of drawings for such construction as requested by the City of Grand Rapids within seven calendar days of said request. The City of Grand Rapids will promptly reimburse ISD 318 after it is satisfied such costs have occurred.

Moreover, if the City of Grand Rapids is ever audited by the State of Minnesota, or the IRRRB, and it is deemed that these funds were utilized inappropriately, ISD 318 will indemnify and hold harmless the City of Grand Rapids. Additionally, any inappropriately used funds must be returned to the City of Grand Rapids within 60 days of the City's request.

CITY OF GRAND RAPIDS

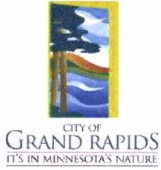
ISD 318

By: _____
Mayor Dale Adams, Date

By: _____
Chief Financial Officer, Date
Patrick Goggin

ATTEST:

City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	15-1677	Version:	1	Name:	Charles K. Blandin Foundation Request
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	10/6/2015	In control:		In control:	City Council
On agenda:	10/13/2015	Final action:		Final action:	
Title:	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.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	GrandRapids-Blandin Resolution Calling Hearing-v2.pdf				

Date	Ver.	Action By	Action	Result
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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.

Background Information:

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

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

The Charles K. Blandin Foundation is requesting that the City issue a principal amount not to exceed \$2,600,000.00 in tax-exempt bonds for this project.

Non-profit entities that have the 501(c)(3) Internal Revenue Service designation can incur debt obligations, at a tax-exempt interest rate. However, the non-profit organization requires the assistance of a local political subdivision (City) in acquiring this type of financing. The City acts as the "issuer" of the debt and the non-profit is the borrower. The underwriter of the debt, or the lender, lends the money to the issuer who in turn lends it to the actual borrower.

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

The City Council adopted a Tax-Exempt Financing Policy on August 13, 2001. The Charles K. Blandin Foundation has completed the application process required by this policy.

The law firm Kennedy & Graven is the Bond Counsel for the City of Grand Rapids and they are assisting in the preparation and review of the necessary documents relating to the project and the bond issue. The Charles K. Blandin Foundation will pay all costs, either directly or through the City, incurred by the City in connection with the project.

If the City Council wishes to proceed with this request, a council resolution is required to hold a hearing to review such issuance, and following the hearing it requires a second final resolution to approve and authorize the City's participation.

The adoption of this Resolution does not constitute a guaranty or firm commitment that the City will issue the bonds as requested by the Charles K. Blandin Foundation. The City retains the right to withdraw from participation and not to issue the bonds, or to issue the bonds in an amount less than requested.

Requested City Council Action

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 at or after 5:00 p.m.

CERTIFICATION OF MINUTES RELATING TO
REVENUE BONDS, SERIES 2015A (CHARLES K. BLANDIN FOUNDATION PROJECT)

Issuer: City of Grand Rapids, Minnesota

Governing Body: City Council

Kind, date, time and place of meeting: A regular meeting held October 13, 2015 at 5:00 p.m., at the City Hall Council chambers.

Council Members present:

Council Members absent:

Documents Attached:

Minutes of said meeting (including):

RESOLUTION NO. _____

RESOLUTION CALLING A PUBLIC HEARING ON THE ISSUANCE
OF REVENUE BONDS FOR THE BENEFIT OF CHARLES K.
BLANDIN FOUNDATION PURSUANT TO MINNESOTA
STATUTES, SECTIONS 469.152 THROUGH 469.165, AS AMENDED

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

WITNESS my hand officially as such recording officer this ____ day of October, 2015.

City Administrator

Council Member _____ introduced the following resolution and moved its adoption:

RESOLUTION CALLING A PUBLIC HEARING ON THE
ISSUANCE OF REVENUE BONDS FOR THE BENEFIT OF
CHARLES K. BLANDIN FOUNDATION PURSUANT TO
MINNESOTA STATUTES, SECTIONS 469.152 THROUGH
469.165, AS AMENDED

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

Section 1 Recitals.

1.1. This Council has received a proposal that the City issue its revenue bonds under Minnesota Statutes, Sections 469.152 through 469.165, as amended (the "Act"), for the benefit of the Charles K. Blandin Foundation, a Minnesota nonprofit corporation (the "Borrower"), for the purpose of financing improvements to the Borrower's corporate headquarters located at 100 N. Pokegama Avenue in the City (the "Project").

1.2. The City is authorized by the Act to issue its revenue bonds to finance, in whole or in part, any properties, real or personal, used or useful in connection with a revenue producing enterprise, whether or not operated for profit. The Borrower has requested the City issue its Revenue Bonds, Series 2015A (Charles K. Blandin Foundation Project) (the "Bonds"), in one or more series, in the original principal amount not to exceed \$2,600,000, to finance all or a portion of the Project.

Section 2 Public Hearing.

2.1. Section 469.154, subdivision 4, of the Act requires that prior to the submission of an Application to the Minnesota Department of Employment and Economic Development requesting approval of the Project, as required by Section 469.154, subdivision 3, of the Act, this Council conduct a public hearing on the proposal to undertake and finance the Project. A public hearing on the proposal to issue the Bonds to finance the Project is hereby called and shall be held on November 9, 2015, at 5:00 o'clock p.m., at the City Hall Council Chambers, 420 N. Pokegama Avenue in the City.

2.2. The City Administrator shall cause notice of the public hearing, in substantially the form attached hereto as Exhibit A, to be published in the *Grand Rapids Herald-Review*, the official newspaper of the City and a newspaper of general circulation in the City, once not less than 14 days prior nor more than 30 days prior to the date fixed for the public hearing.

2.3 A draft copy of the proposed Application to the Minnesota Department of Employment and Economic Development, together with draft copies of all attachments and exhibits thereto, is to be on file with the City Administrator and available for public

inspection following publication of the notice of public hearing during business hours on normal business days.

2.4. This resolution shall become effective immediately upon its passage and without publication.

Passed and adopted this 13th day of October, 2015.

Mayor

Attest: _____
City Administrator

[The motion for the adoption of the foregoing resolution made by Council Member _____, was duly seconded by Council Member _____ and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

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

EXHIBIT A

NOTICE OF PUBLIC HEARING ON A PROPOSED PROJECT
AND THE ISSUANCE OF REVENUE BONDS PURSUANT TO
MINNESOTA STATUTES, SECTIONS 469.152 THROUGH
469.165

CITY OF GRAND RAPIDS, MINNESOTA

NOTICE IS HEREBY GIVEN that the City Council of the City of Grand Rapids (the "City") will meet on November 9, 2015, at 5:00 o'clock p.m., at City Hall Council Chambers, 420 N. Pokegama Avenue, Grand Rapids, Minnesota, for the purpose of conducting a public hearing on a proposal that the City issue revenue bonds or other obligations (the "Bonds"), in one or more series, pursuant to Minnesota Statutes, Sections 469.152 through 469.165, as amended, in order to provide funds to the Charles K. Blandin Foundation, a Minnesota nonprofit corporation (the "Borrower"), for the purpose of: (a) financing improvements to the Borrower's corporate headquarters located at 100 N. Pokegama Avenue in the City; and (b) paying certain costs of issuing the Bonds. The maximum aggregate principal amount of the proposed bond issue is \$2,600,000.

The Bonds will be limited obligations of the City, and the Bonds and interest thereon will be payable solely from the revenues pledged to the payment thereof. No holder of any Bonds will ever have the right to compel any exercise of the taxing power of the City to pay the Bonds or the interest thereon, nor to enforce payment against any property of the City except money payable by the Borrower to the City and pledged to the payment of the Bonds.

A draft copy of the proposed Application to the Minnesota Department of Employment and Economic Development for approval of the Project, together with draft copies of all attachments and exhibits thereto, is available for public inspection at the office of the City Administrator during business hours on normal business days.

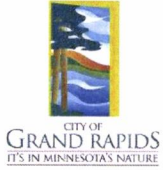
All persons interested may appear and be heard at the time and place set forth above, or may file written comments with the City Administrator prior to the date of the hearing set forth above.

Dated: [Date of Publication].

BY ORDER OF THE CITY COUNCIL

/s/

City Administrator



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1678 **Version:** 1 **Name:** Rescission of conditional offer of employment and request to re-post Building/Fire Inspector position.
Type: Agenda Item **Status:** Consent Agenda
File created: 10/6/2015 **In control:** City Council
On agenda: 10/13/2015 **Final action:**
Title: Rescission of conditional offer of employment and request to re-post Building/Fire Inspector position.
Sponsors:
Indexes:
Code sections:
Attachments:

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

Rescission of conditional offer of employment and request to re-post Building/Fire Inspector position.

Background Information:

At the last City Council meeting, the City Council approved the appointment of Matthew LaVigne to the position of Building/Fire Inspector contingent upon Mr. LaVigne's acceptance of employment offer. As of today, Mr. LaVigne has not accepted the conditional offer of employment; therefore we would like to continue the process of filling the vacancy by posting the position once again.

Staff Recommendation:

City staff is recommending that the position of Building/Fire Inspector be posted again, with an application deadline date of "until position is filled," to allow for the process to continue. We will come back to the City Council with another recommendation for hire.

Requested City Council Action

Consider rescinding the conditional offer of employment to Matthew LaVigne and authorize City staff to continue the process of filling the vacancy until another recommendation for hire is brought back to the City Council.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1680 **Version:** 1 **Name:** Haynes and Kinnunen-Conc. Emp Hire
Type: Agenda Item **Status:** Consent Agenda
File created: 10/7/2015 **In control:** City Council
On agenda: 10/13/2015 **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
------	------	-----------	--------	--------

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. These positions are part of the annual operating budget, and will begin employment October 14, 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.

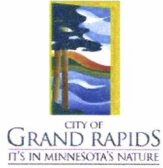
Carli Haynes Concessions starting at \$9.00 per hour
Bailey Kinnunen Concessions starting at \$9.00 per hour

Staff Recommendation:

Recommend the hiring of Carli Haynes and Bailey Kinnunen as regular part-time employees starting at \$9.00 an hour with the IRA Civic Center beginning October 14, 2015.

Requested City Council Action

Consider approving the hiring of Carli Haynes and Bailey Kinnunen as regular part-time employees starting at \$9.00 an hour with the IRA Civic Center beginning October 14, 2015.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1682 **Version:** 1 **Name:** Submittal of final payment to Nelson Roofing for completed roof repair
Type: Agenda Item **Status:** Consent Agenda
File created: 10/7/2015 **In control:** City Council
On agenda: 10/13/2015 **Final action:**
Title: Approve final payment to Nelson Roofing for the IRA Civic Center roof replacement
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Approve final payment to Nelson Roofing for the IRA Civic Center roof replacement

Background Information:

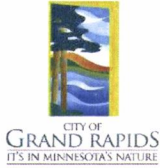
On July 14, 2014, the city council approved a contract to Nelson Roofing for the base bid in an amount of \$328,576 for the roof replacement at the IRA Civic Center. There was a delay in completion due to a production issue in regards to the specific pavers needed for the project. Those pavers were recently recieved and the fully adhered roof project is now complete.

Staff Recommendation:

City staff recomends the approval of final payment to Nelson Roofing in the amount of \$28,743 for the completion of the IRA Civic Center roof replacement.

Requested City Council Action

Consider approval of final payment to Nelson Roofing for the IRA Civic Center roof replacement.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1686 **Version:** 1 **Name:** CP 2011-2 Acknowledgment of "Final Payment" from 7/27/15
Type: Agenda Item **Status:** Consent Agenda
File created: 10/7/2015 **In control:** City Council
On agenda: 10/13/2015 **Final action:**
Title: Consider approving Final Payment of \$138,411.62 to Casper Construction related to CP 2011-2, Crystal Lake Boulevard Improvement Project.

Sponsors:

Indexes:

Code sections:

Attachments:

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

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

Background Information:

Previously on the July 27, 2015 agenda, Change Order #3, the Balancing Change Order, was approved at presented. However, the verbiage concerning the Final Payment was inadvertently left out. The original contract amount was \$1,894,900.00. The final contract remains as stated in the previous RCA of \$1,961,578.13.

Staff Recommendation:

City Staff recommends approving Final Payment in the amount of \$134,411.62 related to CP 2011-2, Crystal Lake Boulevard Project.

Requested City Council Action

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1688 **Version:** 1 **Name:** 2015 PW Department Head Report
Type: Department Head Report **Status:** Department Head Report
File created: 10/13/2015 **In control:** City Council
On agenda: 10/13/2015 **Final action:**
Title: Public Works ~ Jeff Davies

Sponsors:

Indexes:

Code sections:

Attachments: [2015 10-13 PW Fall DH Report](#)
[2015 10-13 Presentation PW Fall DH Report](#)

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

Public Works ~ Jeff Davies



The last Public Works Department Head Report was April 13th of this year. Public Works is comprised of seven Divisions. They are Cemetery, Airport, Facilities and Grounds, Storm Water Utilities, Right of Way and Parks and Athletic Fields. The Right of Way Division includes Streets and Sidewalks, Forestry, Snow and Ice Control, Traffic Markings and Signs.

Public Works Personnel:

Recently City Council approved a personnel change where Steve Anderson, Storm Water Specialist will focus more of his time on Storm Water Compliance/Maintenance issues. Along with that, we are excited about the implementation of the new upgrade within the Cityworks System which will benefit not only Steve, but will provide more field capabilities for both our PW Crew and for Cindy Lyman, PW Administrative Assistant. All of the information is required for our annual MPCA audit. Steve will continue to be involved with Snow and Ice Control in the winter months. To fill in for Steve's absence during the construction season, Jeff Wilson who was a shared position with Arbo Township will work full-time with GR Public Works.

New Parks:

The Public Works Crew worked on three separate projects for Parks this spring and summer. The crew worked to prepare the land for the upcoming Park in the DeSchepper Addition, replaced both playgrounds at McGowan and Willow Parks and also both playgrounds for the GR Housing and Redevelopment Authority at the Crystal Lake Townhomes on NW 14th Street.

City Flower Maint:

In addition to the CBD hanging baskets, we have flowers at City Hall, gardens at Central School, Grand Rapids Area Library, Kremer's Lot, the Big Chair, Highway 38 Kiosk, 7th Avenue and 7th Street SE, 13th Street SW and the Crystal Lake Blvd Round-A-Bout.

Pothole Patching:

This summer we continued our recent trend to increase the linear footage of crack sealing. 2014 expenditure was \$43,374 and 2015 will be \$52,043.25. The proposed budget for 2016 is \$50,000.

Forestry:

Along with many communities we saw an increase in Dutch Elm Disease, which required the removal of approximately 20 trees.

Community Events:

Public Works assists with a variety of Community Events throughout the year. The following is a list where we have assisted with the set up and tearing down of events by providing barricades, signs, cones and the hanging of event banners.

- | | |
|---------------------------------|--------------------------|
| Fishing Opener | 2nd Harvest Event |
| Crazy Days | Forest Jam |
| Get Fit Events | Fishing Tournaments |
| OZ Festival | Non-Profit Events |
| Mount & Shoot-Fairgrounds Event | Local Businesses' Events |
| United Way Events | Church Events |
| Newton's Sliding Hill Event | Surrounding Area Events |
| Weekend of Wheels | Several Walks |
| National Night Out | Several 5K and 10K Runs |
| Itasca County Fair | |

Snow and Ice Control:

We are under our average by approx 10". See presentation for photos and Public Works Snow and Ice Control Fleet List.

Public Works Labor Reports:

2015 Park Maintenance

Labor Costs	\$34,694.58
Equipment Costs	\$65,985.00
Outsourced	\$5,481.18
	<u>\$106,160.76</u>

2015 City Flower Maintenance

Labor Costs	\$12,672.23
Equipment Costs	\$16,545.00
Outsourced	\$9,493.98
	<u>\$38,711.21</u>

2015 McGowan/Willow Parks

Labor Costs	\$14,893.15
Equipment Costs	\$13,920.00
	<u>\$28,813.15</u>

2015 Central School Maintenance

Labor Costs	\$6,901.49
Equipment Costs	\$12,897.50
	<u>\$19,798.99</u>

2015 HRA Playgrounds

Labor Costs	\$8,484.89
Equipment Costs	\$7,595.00
	<u>\$16,079.89</u>

2015 CBD Grounds Maintenance

Labor Costs	\$16,629.68
Equipment Costs	\$14,607.50
	<u>\$31,237.18</u>

2015 DeSchepper Park

Labor Costs	\$5,295.37
Equipment Costs	\$6,990.00
	<u>\$12,285.37</u>

2015 GR Sports Complex

Labor Costs	\$26,411.96
Equipment Costs	\$37,765.00
	<u>\$64,176.96</u>

2015 Legion Hardball Field

Labor Costs	\$12,249.61
Equipment Costs	\$20,135.00
	<u>\$32,384.61</u>

2015 Soccer Field Maintenance

Labor Costs	\$8,512.39
Equipment Costs	\$15,967.50
	<u>\$24,479.89</u>

2015 LaCrosse Field Maintenance

Labor Costs	\$245.64
Equipment Costs	\$900.00
	<u>\$1,145.64</u>

2015 ROW Pothole Patch - RES

Labor Costs	\$10,451.18
Equipment Costs	\$9,032.50
	<u>\$19,483.68</u>

2015 ROW Maintenance - MNDOT

Labor Costs	\$2,975.03
Equipment Costs	\$5,251.25
	<u>\$8,226.28</u>

2015 ROW-Boulevard Maintenance

Labor Costs	\$14,429.82
Materials	\$541.60
Equipment Costs	\$28,433.75
	<u>\$43,405.17</u>

2015 Community Events

Labor Costs	\$10,796.52
Equipment Costs	\$6,145.00
	<u>\$16,941.52</u>

2015 Tall Timber Days

Labor Costs	\$11,958.09
Equipment Costs	\$6,932.50
	<u>\$18,890.59</u>

2015 National Night Out

Labor Costs	\$681.57
Equipment Costs	\$945.00
	<u>\$1,626.57</u>

2015 Sign Maintenance

Labor Costs	\$20,278.58
Equipment Costs	\$8,496.25
	<u>\$28,774.83</u>

2015 Paint Crosswalks-Traffic Areas

Labor Costs	\$8,057.16
Equipment Costs	\$7,063.75
	<u>\$15,120.91</u>

2015 Forestry Maintenance

Labor Costs	\$40,594.85
Equipment Costs	\$47,935.00
Outsourced	\$3,306.55
	<u>\$91,836.40</u>

Storm Water Utility Labor Report Comparison for 2014-2015

2014 SWU Maint WO 1-1 to 9-30-14		2015 SWU Maint WO 1-1 to 9-30-15	
Labor Costs	\$53,028.48	Labor Costs	\$58,152.36
Material Costs	\$13,064.32	Material Costs	\$7,532.06
Equipment Costs	\$50,973.75	Equipment Costs	\$64,645.00
	<u>\$117,066.55</u>		<u>\$130,329.42</u>
 Cmty Compost Pile		 Cmty Compost Pile	
Labor Costs	\$2,211.07	Labor Costs	\$3,318.97
Equipment Costs	\$4,770.00	Equipment Costs	\$6,287.50
	<u>\$6,981.07</u>		<u>\$9,606.47</u>
 Street Sweeping		 Street Sweeping	
Labor Costs	\$27,466.85	Labor Costs	\$24,037.47
Equipment Costs	\$59,462.50	Equipment Costs	\$50,485.00
	<u>\$86,929.35</u>		<u>\$74,522.47</u>
		SWU Outsourced:	<u>\$18,705.75</u>
 Total 2014 SWU:	 \$210,976.97	 Total 2015 SWU:	 \$233,164.11

**Public Works
Fall 2015
Department Head Report**



GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE



GRAND RAPIDS
MICHIGAN

City Park Maintenance



Willow Park



McGowan Park

243 Acres of Dedicated Parkland

17 City-Owned Parks

American Legion Memorial Park

Blandin Beach

Central School

Grand Rapids Sports Complex

Grossendorf Park

Lost Creek Park

Maplewood Park

McGowan Park – New Playground

Newton's Sliding Hill

Oakland Park

Skogebo Park

Steamboat Park

Sylvan Bay Park

Syndicate Park

Veteran's Memorial Park

Willow Park – New Playground

DeSchepper Park - NEW

Forestry - Tree Maintenance

Tree City USA Member 27 Years

Future Riverfront Development

50 Miles of Existing Trails

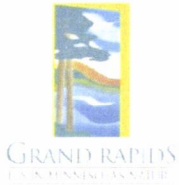
Future Trail Development



GRAND RAPIDS
MICHIGAN

New HRA Playgrounds 14th St NW





Public Works Labor Reports Parks/CBD

2015 Park Maintenance

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2015 CBD Grounds Maintenance

Labor Costs	\$16,629.68
Equipment Costs	\$14,607.50
	\$31,237.18
	\$45,844.68

2015 DeSchepper Park

Labor Costs	\$5,295.37
Equipment Costs	\$6,990.00
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GRAND RAPIDS
MICHIGAN

Public Works Labor Reports Athletic Fields/Community Events

2015 GR Sports Complex

Labor Costs	\$26,411.96
Equipment Costs	\$37,765.00
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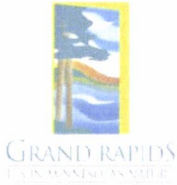
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Public Works Labor Reports ROW/Forestry

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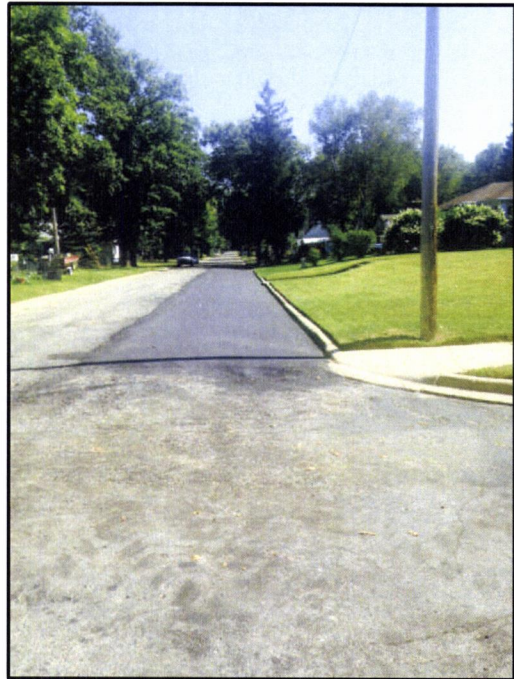
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GRAND RAPIDS
MICHIGAN

Public Works Crack Sealing and Pavement Patching





GRAND RAPIDS
CITY OF GRAND RAPIDS, MICHIGAN

Public Works Snow & Ice Control Fleet

#286 - 1996 with 9,480 Hours



#297 - 1994 with 9,494 Hours



#298 - 1996 with 8,554 Hours



#299 - 1992 with 6,804 Hours





GRAND RAPIDS
MICHIGAN

Public Works Snow & Ice Control Fleet



#296 – 2010 with 2,247 Hours



#289 – 2012 with 1,631 Hours



GRAND RAPIDS
PUBLIC WORKS & UTILITIES

Public Works Snow & Ice Control Fleet



#285 – 2004 with 7,280 Hours



#275 - 2011 with 1,867 Hours



GRAND RAPIDS
MICHIGAN

Public Works Snow & Ice Control Fleet



#282 – 2008 with 2,899 Hours



#281- 1987 with 11,584 Hours





GRAND RAPIDS
MICHIGAN

Public Works Snow & Ice Control Fleet List

Veh/Eqpt #	Year	Make	Model
#281	1987	John Deere Grader	670B Grader
#284	1991	Backhoe	510C
#295	1991	Ford	L8000 Plow/Dump Truck
#299	1992	Ford	L8000 Plow/Dump Truck
#297	1994	Ford	L8000 Plow/Dump Truck
#256	1996	John Deere Loader	544GTC Loader
#286	1996	Ford	L8000 Plow/Dump Truck
#298	1996	Ford	L8000 Plow/Dump Truck
#287	2003	Sterling	Multi-Plow/Dump Truck
#285	2004	John Deere Loader	624JD Loader
#283	2006	ASV	SR-80
#282	2008	John Deere Grader	672D Grader
#296	2010	Mack	Tandem Plow/Dump Truck
#273	2011	Terex	Skidsteer
#275	2011	John Deere Loader	624K Loader
#289	2012	Mack	Tandem Plow/Dump Truck
#013	2013	Sno-Go	Snow Blower



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1684 **Version:** 1 **Name:** 2017-1 Reimbursement Resolution
Type: Agenda Item **Status:** Engineering
File created: 10/7/2015 **In control:** City Council
On agenda: 10/13/2015 **Final action:**
Title: A resolution declaring the official intent of the City to reimburse certain expenditures from the proceeds of bonds to be issued by the City.

Sponsors:

Indexes:

Code sections:

Attachments: [10-13-15 Resolution Reimbursement all projects.pdf](#)

Date	Ver.	Action By	Action	Result
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A resolution declaring the official intent of the City to reimburse certain expenditures from the proceeds of bonds to be issued by the City.

Background Information:

Prior to issuing bonds for public infrastructure project, the City incurs project expenses. The attached resolution allows the City to utilize the future bonds to cover those expenses.

Staff Recommendation:

City staff is recommending the attached resolution declaring the official intent of the City to reimburse certain expenditures from the proceeds of bonds to be issued by the City.

Requested City Council Action

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

RESOLUTION NO. _____

**DECLARING THE OFFICIAL INTENT OF
THE CITY TO REIMBURSE
CERTAIN EXPENDITURES FROM THE PROCEEDS
OF BONDS TO BE ISSUED BY THE CITY**

WHEREAS, the Internal Revenue Service has issued Treas. Reg. § 1.150-2 (the “Reimbursement Regulations”) providing that proceeds of tax-exempt obligations used to reimburse prior expenditures will not be deemed spent unless certain requirements are met; and

WHEREAS, the City of Grand Rapids, Minnesota (the “City”) expects to incur certain expenditures that may be financed temporarily from sources other than tax-exempt obligations, and reimbursed from the proceeds of a tax-exempt obligation;

WHEREAS, the City has determined to make this declaration of official intent (“Declaration”) to reimburse certain costs from proceeds of tax-exempt obligations in accordance with the Reimbursement Regulations.

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

1. The City proposes to undertake City Project 2017-1 5th Street N and 8th Avenue NE Improvements.
2. The City reasonably expects to reimburse the expenditures made for certain costs of the Project from the proceeds of tax-exempt obligations in an estimated maximum principal amount of \$3,000,000. All reimbursed expenditures will be capital expenditures, costs of issuance of the tax-exempt obligations, or other expenditures eligible for reimbursement under Section 1.150-2(d)(3) of the Reimbursement Regulations.
3. This Declaration has been made not later than 60 days after payment of any original expenditure to be subject to a reimbursement allocation with respect to the proceeds of tax-exempt obligations, except for the following expenditures: (a) costs of issuance of tax-exempt obligations; (b) costs in an amount not in excess of \$100,000 or 5 percent of the proceeds of an issue; or (c) “preliminary expenditures” up to an amount not in excess of twenty percent (20%) of the aggregate issue price of the issue or issues that finance or are reasonably expected by the City to finance the project for which the preliminary expenditures were incurred. The term “preliminary expenditures” includes architectural, engineering, surveying, tax-exempt obligation issuance, and similar costs that are incurred prior to commencement of acquisition, construction or rehabilitation of a project, other than land acquisition, site preparation, and similar costs incident to commencement of construction.

4. This Declaration is an expression of the reasonable expectations of the City based on the facts and circumstances known to the City as of the date hereof. The anticipated original expenditures for the Project and the principal amount of the tax-exempt obligations described in paragraph 2 are consistent with the City's budgetary and financial circumstances. No sources other than proceeds of tax-exempt obligations to be issued by the City are, or are reasonably expected to be, reserved, allocated on a long-term basis, or otherwise set aside pursuant to the City's budget or financial policies to pay such Project expenditures.

5. This Declaration is intended to constitute a declaration of official intent for purposes of the Reimbursement Regulations.

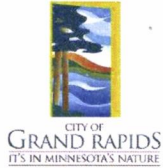
Approved by the City Council of the City of Grand Rapids this 13th day of October, 2015.

CITY OF GRAND RAPIDS

Dale Adams, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1685 **Version:** 1 **Name:** CP 2010-5 Ped Bridge Arch Survey Contract
Type: Agenda Item **Status:** Engineering
File created: 10/7/2015 **In control:** City Council
On agenda: 10/13/2015 **Final action:**
Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [10-13-15 Attachment - CP 2010-5 Arch Survey Contract 1001610.pdf](#)
[10-13-15 Resolution MnDOT Arch Contract.pdf](#)

Date	Ver.	Action By	Action	Result
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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.

Background Information:

CP 2010-5, Mississippi River Pedestrian Bridge, a 2016 CIP project, involves bridge construction and associated appurtenances over the Mississippi River near the library. Since federal funding was secured for this project, a Project Memorandum (PM) was required. The PM identified that a Phase I Archaeological Survey and Phase II Evaluations were required for the proposed project. MnDOT administers the contract for that work. The total The MnDOT Contract and Resolution are attached for your review.

Staff Recommendation:

City Staff recommends 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.

Requested City Council Action

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.



**STATE OF MINNESOTA
PROFESSIONAL AND TECHNICAL SERVICES CONTRACT**

Federal Project Number: SPR CR16(001)

State Project Number (SP): 129-090-007

Project Identification: Phase I Archaeological Survey and Phase II Evaluations

This contract is between the State of Minnesota, acting through its Commissioner of Transportation (“State”), the **City of Grand Rapids**, Address: **420 North Pokegama Avenue, Grand Rapids, Minnesota 55744** (“City”) and **Duluth Archaeology Center, LLC**, a Limited Liability Company, Address: **5910 Fremont Street, Suite 1, Duluth, Minnesota 55807** (“Contractor”).

RECITALS

1. Minnesota Statutes §15.061 authorizes State to engage such assistance as deemed necessary.
2. The objective of this project is to conduct a Phase I archaeological survey for potential prehistoric and historic archaeological sites for a proposed pedestrian bridge and associated trail segment over the Mississippi River in Grand Rapids, Itasca County, Minnesota. Two Phase II evaluations of prehistoric sites are included in this contract, but will be conducted only if site materials are discovered.
3. This contract is funded in whole or in part with federal dollars from CFDA #20.205.
4. Contractor represents that it is duly qualified and agrees to perform all services described in this contract to the satisfaction of State.

CONTRACT TERMS

1. Term of Contract, Survival of Terms and Incorporation of Exhibits

- 1.1 **Effective Date:** This contract will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2. **Contractor must not begin work under this contract until this contract is fully executed and Contractor has been notified by State’s Authorized Representative to begin the work.**
- 1.2 **Expiration Date:** This contract will expire on **July 31, 2016**, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms:** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this contract, including, without limitation, the following clauses: 8. Indemnification, Standard of Care, Liability for Work and Deliverable Standards; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction and Venue; and 14. Data Disclosure.
- 1.4 **Exhibits:** Exhibits A through E are attached and incorporated into this contract.

2. Contractor’s Duties

- 2.1 Contractor, who is not a state employee, will perform the tasks and provide the deliverables described in Exhibit A.

3. Time

- 3.1 Contractor must comply with all the time requirements described in this contract. In the performance of this contract, time is of the essence. Contractor will perform its duties as expeditiously as is consistent with professional care and skill and the orderly progress of the project. If Contractor fails to substantially perform its duties by the time fixed for the completion of the work, State may immediately terminate this contract. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to a “force majeure event” including acts of God, acts of the public enemy, unusually severe weather, or acts of governmental authorities.

4. Consideration and Payment

4.1 **Consideration.** State will pay for all services performed by Contractor under this contract as follows:

4.1.1 **Compensation.** Contractor will be paid on a Unit Rate basis as follows:

Direct Labor Costs:	\$ 21,728.52
Direct Expense Costs:	\$ 2,728.63

4.1.2 **Direct Costs.** Allowable direct costs include project specific costs listed on Exhibit B. Any other direct costs not listed in Exhibit B must be approved, in writing, by State's Authorized Representative prior to expenditure.

4.1.3 **Budget Details.** See Exhibit B for budget details on Contractor.

4.1.4 **Travel Expenses.** Contractor will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Minnesota Department of Transportation Travel Regulations". Contractor will not be reimbursed for travel and subsistence expenses incurred outside the state of Minnesota unless it has received prior written approval from State for such out of state travel. The state of Minnesota will be considered the home base for determining whether travel is "out of state". See Exhibit C for the current Minnesota Department of Transportation Reimbursement Rates for Travel Expenses.

4.1.5 **Total Obligation.** State will pay 80% of the project costs (up to \$19,565.72). The City will pay 20% of the project costs (up to \$4,891.43). The total obligation for all compensation and reimbursements to Contractor under this contract will not exceed \$24,457.15.

4.2 Payment

4.2.1 **Invoices.** Contractor must submit invoices electronically for payment, using the format set forth in Exhibit D, on a monthly basis. Contractor will invoice State and the City directly. Invoices will detail the total cost of the project, and also identify the 80% State and 20% City amount due.

4.2.2 **Progress Reports.** Contractor must submit a monthly progress report, using the format set forth in Exhibit E showing the progress of work in work hours according to the tasks listed in Article 2 Scope of Work.

4.2.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this contract as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Contractor's invoices and progress reports for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Contractor within 10 days of discovering the error. After State receives the corrected invoice, State will pay Contractor within 30 days of receipt of such invoice.

4.2.4 **All Invoices Subject to Audit.** All invoices are subject to Audit, at State's discretion.

4.2.5 **Invoice Package Submittal.** Contractor must submit the signed invoice, the signed progress report and all required supporting documentation, for review and payment, to State's Consultant Services Section, at ptinvoices.dot@state.mn.us. Invoices will not be considered "received" within the meaning of Minnesota Statutes §16A.124 until the signed documents are received by State's Consultant Services Section.

4.2.5.1 Each invoice must contain the following information: MnDOT Contract Number, Contractor's invoice number (sequentially numbered), Contractor's billing and remittance address, if different from business address, and Contractor's signature attesting that the invoiced services and costs are new and that no previous charge for those services and goods has been included in any prior invoice.

4.2.5.2 Except for Lump Sum contracts, direct nonsalary costs allocable to the work under this contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct nonsalary costs are any costs that are not the salaried costs directly related to the work of Contractor. Supporting documentation must be provided in a manner that corresponds to each direct cost.

4.2.5.3 Except for Lump Sum contracts, Contractor must provide, upon request of State's Authorized Representative, the following supporting documentation:

4.2.5.3.1 Direct salary costs of employees' time directly chargeable for the services performed under this contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked and total payment for each invoice period; and

4.2.5.3.2 Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours and the dollar amount charged to the project for each pay period.

- 4.2.6 **Subcontractors.** If Contractor is authorized by State to use or uses any subcontractors, Contractor must include all the above supporting documentation in any subcontractor's contract and Contractor must make timely payments to its subcontractors. Contractor must require subcontractors' invoices to follow the same form and contain the same information as set forth above.
- 4.2.7 **Retainage.** Under Minnesota Statutes §16C.08, subdivision 2(10), no more than 90% of the amount due under this contract may be paid until State's agency head has reviewed the final product of this contract. The balance due will be paid when State's agency head determines that Contractor has satisfactorily fulfilled all the terms of this contract.
- 4.2.8 **Federal Funds.** If federal funds are used, Contractor is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by Contractor's failure to comply with federal requirements.

5. Conditions of Payment

5.1 All services provided by Contractor under this Contract must be performed to State's satisfaction, as determined at the sole discretion of State's Authorized Representative and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations, including business registration requirements of the Office of the Secretary of State. Contractor will not receive payment for work found by State to be unsatisfactory or performed in violation of federal, state or local law.

6. Authorized Representatives

6.1 **State's Authorized Representative.** State's Authorized Representative will be:

Name: Ashley Duran, Contract Administrator
Address: Minnesota Department of Transportation
Consultant Services Section, Mail Stop 680
395 John Ireland Boulevard, ST. Paul, Minnesota 55155-1800
Telephone: 651-366-4627
E-Mail: ashley.duran@state.mn.us

State's Authorized Representative, or his/her successor, will monitor Contractor's performance and has the authority to accept or reject the services provided under this contract.

6.2 **State's Project Manager.** State's Project Manager will be:

Name: Craig Johnson, Archaeologist
Address: Minnesota Department of Transportation
Cultural Resources Unit, Mail Stop 620
395 John Ireland Boulevard, St. Paul, Minnesota 55155-1800
Telephone: 651-366-3614
E-Mail: craig.johnson@state.mn.us

State's Project Manager, or his/her successor, has the responsibility to monitor Contractor's performance and progress. State's Project Manager will sign progress reports, review billing statements, make recommendations to State's Authorized Representative for acceptance of Contractor's good or services and make recommendations to State's Authorized Representative for certification for payment of each invoice submitted for payment.

6.3 **City's Representative.** The City's Representative will be:

Name: Julie Kennedy, City Engineer
Address: City of Grand Rapids
420 North Pokegama Avenue, Grand Rapids, Minnesota 55744
Telephone: 218-326-7625
E-Mail: jkennedy@ci.grand-rapids.mn.us

6.4 Contractor's Authorized Representative. Contractor's Authorized Representative will be:

Name: Dr. Stephen Mulholland, Principal Investigator and Archaeological Field Director
Address: Duluth Archaeology Center, LLC
5910 Fremont Street, Suite 1, Duluth, Minnesota 55807
Telephone: 218-624-5489
E-Mail: archcenter@aol.com

If Contractor's Authorized Representative changes at any time during this contract, Contractor must immediately notify State.

7. Assignment, Amendments, Waiver and Contract Complete

- 7.1 **Assignment.** Contractor may neither assign nor transfer any rights or obligations under this contract without the prior consent of State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this contract, or their successors in office.
- 7.2 **Amendments.** Any amendment to this contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.
- 7.3 **Waiver.** If State fails to enforce any provision of this contract, that failure does not waive the provision or State's right to subsequently enforce it.
- 7.4 **Contract Complete.** This contract contains all prior negotiations and agreements between State and Contractor. No other understanding regarding this contract, whether written or oral, may be used to bind either party.

8. Indemnification, Standard of Care, Liability for Work and Deliverable Standards

- 8.1 **Indemnification.** In the performance of this contract by Contractor, or Contractor's agents or employees, Contractor must indemnify, save and hold State, its agents, and employees harmless from any and all claims or causes of action, including reasonable attorney's fees incurred by State, to the extent caused by Contractor's: 1) intentional, willful or negligent acts or omissions; 2) breach of contract or warranty; or 3) breach of the applicable standard of care. The indemnification obligations of this section do not apply if the claim or cause of action is the result of State's sole negligence. This clause will not be construed to bar any legal remedies Contractor may have for State's failure to fulfill its obligation pursuant to this contract.
- 8.2 **Standard of Care.** In the performance of its professional services, Contractor will use that degree of care, knowledge and skill ordinarily exercised by other reputable professionals in the field under like circumstances within the state of Minnesota.
- 8.3 **Liability for Work.** Contractor will be responsible for any damages incurred as a result of its failure to comply with the standard of care or other failure to comply with contract requirements, and for any loss or cost to repair or remedy such non-compliance, however, Contractor will not be liable for consequential or punitive damages, including but not limited to those arising from, loss of use, loss of profits or revenue, loss of financing commitments or fees or the cost of capital. State acknowledges its duty to mitigate damages.
- 8.4 **Deliverable Standards.** All services provided by the Contractor pursuant to this contract, which do not meet the requirements of this Article 8.4, will be considered defective work. All services provided by Contractor pursuant to this contract must be in accordance with (1) the requirements and specifications set forth in this contract; (2) the required standard of care; (3) applicable state and federal standards, specifications, policies and practices; and (4) applicable federal, state, and local, laws, ordinances, rules, and regulations.
 - 8.4.1 **Rejection and Correction of Defective Work.** State has the authority to reject services that do not meet the requirements of the contract. Contractor will be responsible for promptly making such revisions, repairs or corrections to its work and deliverables as are necessary to meet the contract requirements. Such revisions, repairs and corrections will be made without additional compensation.
 - 8.4.2 **No Waiver.** Acceptance of Contractor's services by State is not a waiver of any provision of this contract and does not relieve Contractor of the responsibility for correcting a subsequently- discovered failure to conform to the requirements of the contract.
 - 8.4.3 **Effect of Acceptance.** It is understood by the parties that State will rely on the professional performance and ability of Contractor. Any examination by State or the federal government, or any acceptance or use of the work product of Contractor, will not be considered to be a full and comprehensive examination and will not be considered an approval of the work product of Contractor which would relieve Contractor from any liability or expense that could be connected with Contractor's sole responsibility for the propriety and integrity of the

professional work to be accomplished by Contractor pursuant to this contract.

- 8.4.4 **Consultation Concerning Deliverables.** Contractor must, at no additional cost to State, confer with State at any time during construction or any phase of work performed by others based on deliverables provided by Contractor, when necessary for the purpose of interpreting or clarifying such deliverables. Contractor must give immediate attention to these requests so there will be minimal delay to the construction or other work as referenced. State will notify Contractor of any request for interpretation, clarification or correction. Notification may be in writing, or by telephone and confirmed in writing. Contractor must respond to such notice within three business days and must promptly perform the necessary services to minimize any delays to State. Contractor may be required to make a field review of the project site, if directed by State's Authorized Representative, and Contractor may be required to send personnel to the appropriate State district office as part of performing the necessary services.
- 8.4.5 **Subsequent Corrections.** If State determines that additional field or office work may be required due to Contractor's failure to comply with the contract requirements and the standards set forth in this Article 8, then Contractor must perform such additional work as may be necessary to bring the work into compliance with such requirements and standards. Contractor must prepare any and all plans or data needed to correct its deliverables without additional compensation, even though Contractor may already have received final payment. Contractor must give immediate attention to these changes so there will be minimal delay to the construction or other work as referenced.
- 8.4.6 **Reliance on State-Furnished Data.** The parties understand and agree that Contractor must rely on documents, drawings, specifications and studies provided to Contractor by State and others on its behalf in making its opinions of conformity to specifications and standards. Contractor will not be entitled to rely on such documents, drawings or specifications that Contractor knows to be incorrect or incomplete, unless it has first brought such concerns to the attention of State and has been directed to proceed notwithstanding such concerns.

9. State Audits

- 9.1 Under Minnesota Statutes §16C.05, subdivision 5, Contractor's books, records, documents and accounting procedures and practices relevant to this contract are subject to examination by State, State's Auditor or the Legislative Auditor, as appropriate, for a minimum of six years from the expiration date of this contract.

10. Government Data Practices and Intellectual Property

- 10.1 **Government Data Practices.** Contractor and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by State under this contract, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Contractor under this contract. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either Contractor or State. If Contractor receives a request to release the data referred to in this Clause, Contractor must immediately notify State and consult with State as to how Contractor should respond to the request. Contractor's response to the request must comply with applicable law.
- 10.2 **Intellectual Property Rights**
- 10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this Contract. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Contractor, its employees, agents and subcontractors, either individually or jointly with others in the performance of this contract. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Contractor, its employees, agents or subcontractors, in the performance of this contract. The Documents will be the exclusive property of State, and Contractor upon completion or cancellation of this contract must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Contractor assigns all right, title and interest it may have in the Works and the Documents to State. Contractor must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

- 10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Contractor, including its employees and subcontractors, in the performance of this contract, Contractor will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and disclosure thereon.
- 10.2.2.2 **Representation.** Contractor must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Contractor nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Contractor represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Contractor will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Contractor's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Contractor will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Contractor's or State's opinion is likely to arise, Contractor must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11. Workers' Compensation

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

12. Publicity and Endorsement

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

13. Governing Law, Jurisdiction and Venue

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

14. Data Disclosure

- 14.1 Under Minnesota Statutes §270C.65, and other applicable law, Contractor consents to disclosure of its social security number, federal employer tax identification number and Minnesota tax identification number, already provided to State, to federal and state agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state laws which could result in action requiring Contractor to file state tax returns and pay delinquent state tax liabilities, if any, or pay other state liabilities.

15. Subcontractors**15.1 Subcontracts**

- 15.1.1 If Contractor is authorized by State to use, or uses, any subcontractors, Contractor will be responsible for coordinating and managing the work of such subcontractors. The use of subcontractors does not relieve Contractor from its obligation to perform the services specified in this contract.
- 15.1.2 Contractor's subcontracts must contain all appropriate terms and conditions of this contract, including Articles 1, 2, 4, 5, 6 and 9 of this Contract as they apply to the subcontractor.
- 15.1.3 Contractor must require subcontractors' invoices to follow the same format and contain the same information as set forth in Article 4.
- 15.1.4 Contractor must submit a copy of all subcontracts exceeding \$10,000.00 to State's Authorized Representative no later than 30 calendar days after executing the subcontract and prior to beginning work under the subcontract. Upon request by State, a copy of any executed subcontract under \$10,000.00 must be sent to State's Authorized Representative.

15.2 Payment to Subcontractors

- 15.2.1 (If applicable) As required by Minnesota Statutes §16A.1245, the prime Contractor must pay all subcontractors, less any retainage, within 10 calendar days of the prime Contractor's receipt of payment from State for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

16. Termination and Suspension

- 16.1 **Termination by State.** State or the Commissioner of Administration may cancel this contract at any time, with or without cause, upon 30 days' written notice to Contractor. Upon termination, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 16.2 **Termination for Insufficient Funding.** State may immediately terminate this contract 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 Contractor. Written notice may be transmitted by electronic means. State is not obligated to pay for any services that are provided after notice and effective date of termination. However, Contractor will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. State must provide Contractor notice of the lack of funding within a reasonable time of State's receiving that notice.
- 16.3 **Suspension.** State may immediately suspend this contract in the event of a total or partial government shutdown due to failure to have an approved budget by the legal deadline. Work performed by Contractor during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

17. Affirmative Action Requirements for Contracts in Excess of \$100,000.00 and Contractor has More than 40 Full-time Employees in Minnesota or its Principal Place of Business

INTENTIONALLY OMITTED

18. Insurance Requirements

- 18.1 **Insurance Certificates and Continuity of Coverage Required.** Contractor must not commence work under this contract until Contractor has obtained all of the insurance required below and State has been provided with a certificate of insurance showing that Contractor has each type of coverage and limits required under this contract. Contractor must file the certificate with State's Authorized Representative within 30 days after execution of this contract and prior to commencing any work under this contract. Contractor must maintain such insurance in full force and effect throughout the term of this contract.
- 18.2 **Required Insurance.** Contractor must maintain and furnish satisfactory evidence of the following insurance policies:

18.2.1 **Workers' Compensation Insurance:** Except as provided below, Contractor must provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, Contractor will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota, including Coverage B, Employer's Liability. Insurance minimum limits are as follows:

- \$100,000.00 – Bodily Injury by Disease per employee
- \$500,000.00 – Bodily Injury by Disease aggregate
- \$100,000.00 – Bodily Injury by Accident

If Minnesota Statutes §176.401 exempts Contractor from Workers' Compensation insurance requirements or if the Contractor has no employees in the State of Minnesota, Contractor must provide a written statement, signed by an authorized representative, indicating the qualifying exemption that excludes Contractor from the Minnesota Workers' Compensation requirements. If, during the course of performing this contract, Contractor becomes eligible for Workers' Compensation Insurance, Contractor must comply with the Workers' Compensation Insurance requirements of this section and provide State with a certificate of insurance showing such coverage.

18.2.2 **Commercial General Liability Insurance:** Contractor must maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use which may arise from operations under this contract whether the operations are by Contractor or by a subcontractor or by anyone directly or indirectly employed by the Contractor pursuant to this Contract. Insurance minimum limits are as follows:

- \$2,000,000.00 – per occurrence
- \$2,000,000.00 – annual aggregate
- \$2,000,000.00 – annual aggregate – Products/Completed Operations

The following coverages must be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability
- Products and Completed Operations Liability
- State of Minnesota named as an Additional Insured, to the extent permitted by law

18.2.3 **Commercial Automobile Liability Insurance:** Contractor is required to maintain insurance protecting Contractor from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired and non-owned autos which may arise from operations under this contract and in case any work is subcontracted the Contractor will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum limits are as follows:

- \$2,000,000.00 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

- Owned, Hired, and Non-owned Automobile

18.2.4 **Professional/Technical, Errors and Omissions and/or Miscellaneous Liability Insurance:** Contractor must maintain insurance providing coverage for all claims Contractor is legally obligated to pay resulting from any actual or alleged negligent act, error or omission related to Contractor's professional services performed under this contract. Unless otherwise specified within this contract, Contractor is required to carry the following minimum limits:

- \$2,000,000.00 – per claim
- \$2,000,000.00 – annual aggregate

Any deductible will be the sole responsibility of Contractor and may not exceed \$50,000.00 without the written approval of State. If Contractor desires State's approval to have a higher deductible amount, Contractor must make such request in writing, specifying the amount of the desired deductible and providing financial statements, acceptable to State, to enable State to ascertain Contractor's ability to cover the deductible from its own resources. State will treat such financial statements as non-public data to the extent permitted by the Minnesota Government Data Practices Act. The retroactive or prior acts date of such coverage must not be after the effective date of this contract and Contractor must maintain such coverage for a period of at least three years following the completion of work. If such insurance is discontinued, then extended reporting period coverage must be obtained to fulfill this requirement.

18.2.5 Additional Insurance Conditions:

- 18.2.5.1 Contractor's policies will be primary insurance to any other valid and collectible insurance available to State with respect to any claim arising out of Contractor's performance under this contract;
- 18.2.5.2 If Contractor receives a cancellation notice from an insurance carrier affording coverage herein, Contractor agrees to notify the state of Minnesota within five business days with a copy of the cancellation notice, unless Contractor's policy(ies) contain a provision that coverage afforded under the policy(ies) will not be cancelled without at least 30 days advance written notice to the state of Minnesota.
- 18.2.5.3 Contractor is responsible for payment of contract related insurance premiums and deductibles;
- 18.2.5.4 If Contractor is self-insured, a Certificate of Self-Insurance must be provided to State;
- 18.2.5.5 Contractor's policies will include legal defense fees in addition to its liability policy limits, with the exception of Article 18.2.4 above;
- 18.2.5.6 Contractor will obtain insurance policies from insurance companies having an "AM BEST" rating of "A minus", a Financial Size Category VII, or better, and authorized to do business in the state of Minnesota; and
- 18.2.5.7 An Umbrella or Excess Liability insurance policy may be used to supplement Contractor's policy limits to satisfy the full policy limits required by this contract.

18.3 Right to Terminate. State reserves the right to immediately terminate the contract if Contractor is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against Contractor. All insurance policies must be open to inspection by State and copies of policies must be submitted to State's Authorized Representative upon written request.

19. Discrimination Prohibited by Minnesota Statutes §181.59

- 19.1 Contractor will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

20. E-Verify Certification (In accordance with Minnesota Statutes §16C.075)

- 20.1 For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to State upon request.

21. Plain Language; Accessibility Standards

- 21.1 **Plain Language.** Contractor must provide all deliverables in “Plain Language”. Executive Order 14-07 requires the Office of the Governor and all Executive Branch agencies to communicate with Minnesotans using Plain Language. As defined in Executive Order 14-07, Plain Language is a communication which an audience can understand the first time they read or hear it. To achieve that, Contractor will take the following steps in the deliverables:
- Use language commonly understood by the public;
 - Write in short and complete sentences;
 - Present information in a format that is easy-to-find and easy-to-understand; and
 - Clearly state directions and deadlines to the audience.
- 21.2 **Accessibility Standards.** Contractor agrees to comply with the State of Minnesota’s Accessibility Standard (http://mn.gov/oet/images/Stnd_State_Accessibility.pdf) for all deliverables under this contract. The State of Minnesota’s Accessibility Standards entail, in part, the Web Content Accessibility Guidelines (WCAG) 2.0 (Level AA) and Section 508 of the Rehabilitation Act, as amended. Contractor’s compliance with the State of Minnesota’s Accessibility Standard includes, but is not limited to, the specific requirements as follows:
- All videos must include closed captions, audio descriptions and a link to a complete transcript;
 - All documents, presentations, spreadsheets and other material must be provided in an accessible format. In addition, Contractor will provide native files in an editable format. Acceptable formats include InDesign, Word and Excel; and
 - All materials intended for downloading and printing such as promotional brochures, must be labeled as such and the content must additionally be provided in an accessible format.

22. Additional Provisions

- 22.1 **Certification Regarding Debarment and Suspension.** Federal money will be used (or may potentially be used) to pay for all or part of the work under this contract; therefore, this contract is a covered transaction for purposes of 49 Code of Federal Regulations (CFR) Part 29. As such, Contractor is required to verify that none of Contractor, its principals (as defined by 49 CFR 29.995), or affiliates (as defined by 49 CFR 29.905), are excluded or disqualified as defined by 49 CFR 29.940 and 29.945.

Contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting this contract, Contractor certifies as follows:

The certification in this clause is a material representation of fact relied upon by State. If it is later determined that Contractor knowingly rendered an erroneous certification, in addition to remedies available to State, the Federal Government may pursue available remedies, including, but not limited to, suspension and/or debarment. Contractor agrees to comply with the requirements of 49 CFR 29, Subpart C throughout the period of this contract. Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract (SC) ID No. _____

Purchase Order (PO) ID No. _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

CONTRACTOR

Contractor certifies that the appropriate person(s) have executed Contracts on behalf of Contractor as required by applicable articles, bylaws or resolutions.

By: Ausan Mulholland

Title: Chief Manager

Date: 10/1/15

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

CITY

By: _____

Title: _____

Date: _____

THIS ENTIRE SCOPE OF WORK FALLS UNDER SOURCE TYPE 9085

PROJECT OBJECTIVES

The objective of this project is to conduct a Phase I archaeological survey for potential prehistoric and historic archaeological sites for a proposed pedestrian bridge (R0714) and associated trail segment over the Mississippi River (State Project [SP] 129-090-007) in Grand Rapids, Itasca County, Minnesota. Two Phase II evaluations of prehistoric sites are included in this contract, but will be conducted only if site materials are discovered. The project is located in T55N R25W section 21. The project is mostly on public land and City Park under the City of Itasca authority. The Area of Potential Effects (APE) for the project includes the two abutments on either side of the Mississippi River and an approximate 700 foot long and 50 to 60 foot wide trail segment on the north side of the river.

This project will be supplied in compliance with State's responsibilities under the National Historic Preservation Act of 1966, as amended (Public Law [PL] 89-665); the DOT Act of 1966 (PL 89-670); Executive Order 11593, the Archaeological and Historic Preservation Act of 1974 (PL 93-291); Title 36 of the Code of Federal Regulations (CFR) Parts 60-66 and 800, as appropriate; the Native American Graves Protection and Repatriation Act of 1990 (PL 101-601); the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (published in 48 Federal Register 44716-44742; available at <http://www.achp.gov/secstnd.html>); and Minnesota State Historic Preservation Office (SHPO) regulations and guidelines that are in effect during the execution of the contract. Minnesota regulations and guidelines include the Field Archaeology Act (MnST 138.31-138.42), the Private Cemeteries Act (MnST 307.08), and *State Historic Preservation Office (SHPO) Guidelines for Archaeological Projects in Minnesota* (2011).

The Phase I archaeological survey is guided by several research questions. The primary question is whether archaeological sites are present in the APE and will potentially receive impacts from the project. Archaeological survey will test for sites on the surface via walk-over of exposed surfaces and in the 0-1.0 m depth range using shovel testing in the specific identified locations (where surface features suggest a higher potential for cultural materials). The expected results include detection of sites on the surface, 0-1.0 m, and 1.0-2.0 m ranges (if present). The 1-2 m range will also be tested with a bucket auger if appropriate.

The two Phase II archaeological evaluations (if prehistoric site or sites are identified) will be guided by two major research questions. The first question is whether the sediment and cultural deposits retain integrity (i.e. are intact) or are disturbed. The second question is in regards to the content of the cultural deposits in terms of abundance and materials present. The determination of whether the site is eligible to the National Register of Historic Places (NRHP) requires information on the content and integrity of the site deposits.

PROJECT PERSONNEL

Stephen L. Mulholland, Registered Professional Archaeologist (RPA), will serve as Contractor's Principal Investigator (PI) and archaeological field director. Dr. Susan Mulholland, RPA, will serve as Contractor's Co-PI. Jennifer Hamilton, RPA, will serve as Contractor's laboratory supervisor and GIS.

PROJECT TASKS

Contractor will complete the following tasks:

- **Task 1: Administration and Pre-Field Preparations:** Contractor will obtain authorization from State, and a State Archaeologist license, arrange Gopher State 1-Call locate, conduct records search at appropriate repositories and conduct accounting and record keeping.
- **Task 2: Phase I Survey and Phase II Evaluations (if sites are identified):** Contractor will perform a Phase I archaeological survey of the APE for archaeological (historic and prehistoric) sites, including recording any artifacts or other archeological materials. Contractor will conduct Phase II evaluations of up to two archaeological only if sites are discovered that warrant additional examination, which will be determined after consultation with State's Project Manager. Contractor will perform Phase II evaluation of the archaeological site(s) to determine integrity and content of site deposits. Evaluation will be conducted by formal excavation.
- **Task 3: Laboratory Analysis (if necessary):** Contractor will analyze any cultural materials recovered and prepare for curation.
- **Task 4: Reporting:** Contractor will prepare a technical report, to SHPO or Office of the State Archaeologist (OSA) standards (Anfinson 2011).

Task 1: Administration and Pre-Field Preparations

Contractor and State will conduct administration of the project on-going throughout the execution of the contract, including daily organization of field, laboratory, and office activities. Field and laboratory activities are detailed below. Office activities include accounting and other record-keeping tasks. Monthly reports, narrative and financial, will be submitted throughout the execution of the contract. Consultation is a major component of administration. A field meeting may be held prior to field work with local representatives of buried utility companies (through Gopher State One-Call) and State's Project Manager. Sam Turrentine, SEH Inc. Transportation Planner, will be kept in the information chain and contacted when specific information on the project is required. Contractor will report special findings to State's Project Manager as appropriate. Confirmation notices will be submitted as appropriate. Contractor will perform the review of project activities on-going throughout the execution of the contract with two areas of special focus. Health and safety is extremely important, primarily in the field but also in the laboratory. The second issue is quality assurance and control (QA/QC). Contractor's personnel are familiar with standards for QA/QC in earlier State projects. Professional conduct of research and management tasks will be maintained throughout the project. Contractor will make preparations for fieldwork in addition to administration. Contractor will review known site data from the SHPO database. Contractor will notify the OSA of the project (conducted under an Annual State Archaeology License) and Contractor will submit applications for separate Phase II licenses for any evaluation work. Another pre-field task includes requesting a meeting with utility and other cable-operating companies through Gopher State One-Call.

Task 2A: Phase I Archaeological Survey

Prior to the commencement of the Phase I archaeological survey, Contractor will contact the Minnesota SHPO for information on existing sites within the project area. Contractor will use walkover, shovel testing, and bucket auger methodologies to test the APE for evidence of surface and buried archaeological sites. Phase I survey planning will incorporate the known archaeological information including pre-field predictions from background geomorphic data to assist the survey planning strategy. Survey includes three methods. Contractor will conduct pedestrian survey on areas of ground visibility across the APE. Shovel tests will be placed in the specified areas where surface features suggest a probability of buried cultural deposits or where surface artifacts are collected. If such cultural deposits are recovered short interval, 5-7.5 meter, Contractor will conduct testing determine site boundaries. Contractor will screen all sediment from the shovel testing through ¼ inch mesh and replaced in the test. Contractor will map shovel tests in relation to a permanent datum for relocation and Global Positioning System (GPS) readings will be taken for sites and shovel testing localities. Contractor may use a bucket auger to conduct deep testing in the 1-2 m range if deemed appropriate in the field. The auger will be employed to extend shovel tests to depths greater than can be reached by shovel. In addition, the sediment removed by auger will be screened as well. This method will be completed when the 2 m depth is reached or the test is blocked by an obstacle, such as rocks or large roots. Contractor will record all artifacts recovered separately by location (surface, shovel test). Contractor will make site maps of the locality of all finds to scale by using a handheld GPS unit as well as pace and compass, recording natural and cultural landmarks. Contractor will record locations on United States Geological Survey (USGS) topographic maps and project maps, if available. Contractor will locate all shovel tests (negative or positive) on topographic maps, and shovel test notes will record sediment and soil profiles as well as cultural materials present. Contractor will map and describe surface cultural features. Contractor will take GPS locations for all site localities identified.

Task 2B: Phase II Archaeological Excavation

Contractor will conduct up to two Phase II evaluations of archaeological sites, identified by the Phase I examination. Contractor will place a total of 1-2 1 meter square excavation units at each site. The units will examine various locations across each site. Sediments will be removed in 5 cm levels. Contractor will screen all excavated sediments through ¼ inch hardware mesh with all artifacts stored separately by provenience (unit, level). Contractor will dry screen sediments from features or definable artifact concentrations through 1/8 inch hardware cloth when possible. Contractor will complete level forms for each level excavated. An excavation unit will be considered completed when at least two sterile levels (10 cm) have been dug below cultural deposits or glacial deposits are reached. Once a unit is completed, Contractor will draw and photograph one or more wall profiles. Contractor will take sediment samples, if warranted. Prior to back-filling an excavation unit, Contractor will place a shovel test at the base of the unit to further test for the possibility of deeply buried cultural deposits. Contractor may use a bucket auger to test to greater depths. Contractor will record all artifacts recovered separately by unit location (including level). Contractor will update the Phase I survey site map with the unit locations and will be made to scale. These locations will be recorded using a hand held GPS set to the 1983 NAD. In addition, as a backup, Contractor will take measurements using pace and compass from a permanent landmark. Contractor will record locations on USGS topographic maps and State or project maps, if available.

Task 3: Laboratory Analyses

Any materials and records collected in the field will be returned to the Contractor's laboratory for analysis. Contractor will review records (field notes and maps) and inventory materials according to the QA/QC plan. Contractor will copy paper records to guard against accidental loss of data. Contractor will download digital images and store them in two separate locations. Contractor will analyze artifacts following standard archaeological practices. Contractor will review artifacts prior to cleaning to determine the best procedure to follow. Materials of fragile nature, such as bone or ceramics with organic residue, will be dry-brushed, while more robust materials will be washed in water. Identification will classify the materials into types (lithic, ceramic, and others) and categories within each type (material, composition). Contractor will record weight and identification data for each item by lots; accessioning is based on the lot numbers. Artifacts from State or County land must be curated at the Minnesota Historical Society (MHS) under Contractor's repository agreement; artifacts from private land will be returned to the landowner if requested or donated to MHS. Contractor will follow MHS requirements in accessioning. Contractor will complete state site forms for all sites. Contractor will follow the provisions of the state licenses under the Minnesota Field Archaeology Act.

Task 4: Reporting

Contractor will submit reports to State at two stages during the project. Contractor will submit a report of the field activities within 1-2 weeks of the completion of the Phase I field work and after each of the Phase II excavations, reporting the methods and initial results of the field work. Contractor will prepare a technical report of all activities and findings at the completion of the project. Contractor will prepare a draft report after completion of fieldwork (the exact schedule will be determined in consultation with State's Project Manager). Contractor will submit a table of contents and outline in advance of the draft report, if requested. The draft report will be essentially complete, including all illustrations and appendices, and is submitted for review and comment. Contractor will prepare a final report within 30 days of receipt of comments on the draft report. The Geographical Information System (GIS) data for MnModel will be developed in ArcInfo following MnModel standards and protocols.

PROJECT DELIVERABLES

Under this contract, Contractor will produce the following deliverables:

- Report of field activities
- A Technical report (draft and final)
- MnModel/ArcInfo data

Contractor will include a summary of the field activities conducted in the field report, including locations of tests, sites, and excavation units. Contractor will also report preliminary results. Contractor will include the pre-field literature research, complete description of methodologies, all results from the field survey and laboratory analysis, interpretations of the data, and final interpretation of the site data in relation to the relevant historic contexts in the technical report. The technical report will be prepared in accordance with the *State Archaeologist's Guidelines for Archaeological Projects in Minnesota* (Anfinson 2011) and the *Secretary of the Interior's Guidelines for Archaeology and Historic Preservation*. Style will follow that in *American Antiquity*, 1992, vol. 57, no. 4, pp. 749-770. The report will be submitted in draft form after completion of the laboratory work; a final report will be prepared addressing comments State's review of the draft report.

PROJECT SCHEDULE

Contractor will start work after authorization from State, via receipt of a fully executed contract. Phase I survey will require one day of fieldwork and will be completed in the fall of 2015. Lab work, if needed for the Phase I investigation, will take 1-2 weeks. Phase II evaluation (if needed) will be scheduled in consultation with State's Project Manager; any excavation will extend the schedule for field and lab work but will be completed in the fall of 2015, weather permitting. It is estimated that it will require 3 to 4 days to excavate each site. The technical report schedule will be determined in consultation with State's Project Manager.

CURATION AGREEMENT

Contractor has a 2015 repository agreement with (#675) the MHS for curation of archaeological materials from state lands (curation at MHS or another accepted institution is a requirement of the state archaeology license).

PHASE I SURVEY**Direct Labor Costs**

Task	Classification	Hours	Hourly Rate	Cost
1: Administration & Pre-Field Preparations	Principal Investigator	12	\$59.40	\$712.80
	Co-Principal Investigator	12	\$80.19	\$962.28
	Computer Technician	2	\$41.58	\$83.16
	Account Manager	4	\$56.43	\$225.72
2: Fieldwork	Principal Investigator	11	\$59.40	\$653.40
	Field Technician	11	\$41.58	\$457.38
3: Reporting	Principal Investigator	22	\$59.40	\$1,306.80
	Co-Principal Investigator	5	\$80.19	\$400.95
	Laboratory Supervisor	2	\$56.43	\$112.86
	GIS Coordinator	2	\$56.43	\$112.86
	Laboratory Technician	24	\$41.58	\$997.92
4: MHS Curation	Co-Principal Investigator	6	\$80.19	\$481.14
	Co-Principal Investigator	5	\$80.19	\$400.95
	Laboratory Supervisor	2	\$56.43	\$112.86
	GIS Coordinator	2	\$56.43	\$112.86
	Laboratory Technician	24	\$41.58	\$997.92
Total Direct Labor Costs				\$8,131.86

Direct Expense Costs

Description	Units	Unit Rate	Cost
Photocopies	450	\$0.10	\$45.00
Mileage	1175	\$0.575	\$675.63
Postage/Delivery			\$25.00
Report Production			\$25.00
MHS Curation - 1 Cubic Foot, 1st Site			\$475.00
MHS Curation - 1 Cubic Foot, Additional Site			\$75.00
Parking			\$5.00
Total Direct Expense Costs			\$1,325.63
Total Phase I Costs			\$9,457.49

PHASE II EVALUATION

Direct Labor Costs

Task	Classification	Hours	Hourly Rate	Cost
1: Administration & Pre-Field Preparations	Principal Investigator	12	\$59.40	\$712.80
	Co-Principal Investigator	6	\$80.19	\$481.14
	Computer Technician	2	\$41.58	\$83.16
	Account Manager	4	\$56.43	\$225.72
2: Excavation/Fieldwork	Principal Investigator	64	\$59.40	\$3,801.60
	Field Technician	64	\$41.58	\$2,661.12
3: Report Production	Principal Investigator	42	\$59.40	\$2,494.80
	Co-Principal Investigator	10	\$80.19	\$801.90
	Laboratory Supervisor	4	\$56.43	\$225.72
	GIS Coordinator	2	\$56.43	\$112.86
	Laboratory Technician	48	\$41.58	<u>\$1,995.84</u>
Total Direct Labor Costs				\$13,596.66

Direct Expense Costs

Description	Units	Unit Rate	Cost
Mileage	600	\$0.575	\$345.00
Meals	8	\$36.00	\$288.00
Lodging	6	\$120.00	\$720.00
Photocopies/Reproduction	200	\$0.10	\$20.00
Report Production			<u>\$30.00</u>
Total Direct Expense Costs			\$1,403.00
Total Phase II Costs			\$14,999.66
TOTAL CONTRACT AMOUNT			\$24,457.15

**Minnesota Department of Transportation
 Reimbursement Rates for Travel Expenses**

<u>Subject</u>	<u>Conditions/Mileage</u>	<u>Rate</u>
Personal Car	(1)	Current IRS Rate
Commercial Aircraft	(2)	Actual Cost
Personal Aircraft	(1)	Current IRS Rate
Rental Car	(2)	Actual Cost
Taxi	(3)	Actual Cost
	<u>Meals</u>	
Breakfast	(1) (5)	\$9.00/person
Lunch	(1) (5)	\$11.00/person
Dinner	(1) (5)	\$16.00/person
	<u>Lodging</u>	
Motel, Hotel, etc.	(2) (4) (6)	Actual Cost
Laundry/Dry Cleaning (After seven continuous days in Travel Status)	(1) (3)	\$16.00/week
Telephone, Personal	(1)	\$3.00/day

Travel Status

- More than 35 miles from Home Station and/or stay overnight at commercial lodging (motel, etc.).
- Leave home in travel status before 6 a.m. for breakfast expense that day.
- In travel status after 7 p.m. for supper expense that day.
- On travel status and/or more than 35 miles from Home Station for lunch expense that day.

Restrictions

- (1) A maximum rate shown or a lesser rate per actual reimbursement to an employee.
- (2) Include receipt or copy of receipt when invoicing. (Coach class for aircraft, standard car size, and standard room (not to exceed \$150.00)).
- (3) Include receipt or copy of receipt when more than \$10.00.
- (4) Reasonable for area of a stay.
- (5) The gratuity is included in maximum cost.
- (6) To be in Travel Status and at a commercial lodging.

INVOICE NO. _____
Estimated Completion: _____ % (from Column 6 Progress Report)
Final Invoice? Yes No

Invoice Instructions:

Contractor must:

1. Complete the invoice and, if applicable, the progress report, in their entirety
2. Sign the invoice and progress report
3. Attach supporting documentation
4. Scan the entire invoice package*, **in the following order:**
 - a. Completed, Signed Invoice Form
 - b. Completed, Signed Progress Report Form (if applicable)
 - c. Supporting Documentation

Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.

5. E-mail the invoice package, in .pdf, to ptinvoices.dot@state.mn.us

MnDOT Contract No. 1001610
Contract Expiration Date: July 31, 2016
SP Number: 129-090-007

Billing Period: From _____ to _____
Invoice Date: _____

	Total Contract Amount	Total Billing to Date	Amount Previously Billed	Billed This Invoice
1. Direct Labor Costs: (Attach Supporting Documentation)	\$21,728.52			
2. Direct Expense Costs: (Attach Supporting Documentation)	\$2,728.63			
Net Earnings Totals:	\$24,457.15			
Total Amount Due This Invoice:				

Contractor: Complete this table when submitting an invoice for payment			
Source Type	Total Billing to Date	Amount Previously Billed	Billed This Invoice
9085			
Total**			

**Must Match Net Earnings Totals Above

80% State Amount Due: _____
20% City Amount Due: _____

I certify that the statements contained on this invoice, and its supporting documents, are true and accurate and that I have not knowingly made a false or fraudulent claim, or used a false or fraudulent record in connection with this Invoice. I understand that this invoice is subject to audit.

Contractor: **Duluth Archaeology Center, LLC**

Signature: _____

Print Name: _____

Title: _____

*If you are unable to support electronic submission of Invoices, you must contact the Authorized Representative for possible alternatives.

For Invoice No.: _____

Progress Report Instructions:

1. Contractor must complete the progress report form, in its entirety.
2. Contractor must sign the progress report.
3. Contractor must include the completed, signed progress report as part of the invoice package, and submit it as instructed (see Contract and/or invoice form for further details).

(Note: Whenever possible, convert landscape pages to portrait pages and optimize the document to decrease the size.)

MnDOT Contract No. 1001610
Contract Expiration Date: July 31, 2016
SP Number: 129-090-007
From: Duluth Archaeology Center, LLC

Billing Period: from _____ to _____

Task	% of Total Contract	ENGINEERING ESTIMATE				Hours Budget	Hours Accrued This Period	Total Hours Accrued To Date	% of Budget Hours Used
		% Work Completed This Period	% Work Completed To Date	Weight % Completed This Period	Weight % Work Completed to Date				
1	2	3	4	5	6	7	8	9	10
<i>Phase I Survey</i>									
Admin & Pre-Field Preparation	7%					30			
Fieldwork	5%					22			
Reporting	14%					55			
MHS Curation	10%					39			
<i>Phase II Evaluation</i>									
Admin & Pre-Field Preparation	6%					24			
Excavation/Fieldwork	32%					128			
Report Production	26%					106			
TOTALS:	100%					404			

Note: If Budgeted Hours Used for task exceeds 100%, attach an explanation.

I certify that the above statement is correct, and certify that I have not knowingly made a false statement or used a false record in the preparation of this form:

Contractor's Project Manager

Date

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

RESOLUTION NO. 15-__

Resolution Approving a State of Minnesota Professional and Technical Services Contract, MnDOT Contract No. 1001610, for Phase I Archeological Survey and Phase II Evaluations for CP 2010-5, the Mississippi River Pedestrian Bridge Project

WHEREAS, the City of Grand Rapids has established CP 2010-5 as the Mississippi River Pedestrian Bridge Project involving bridge construction and associated appurtenances over the Mississippi River near the library, and

WHEREAS, CP 2010-5 is listed as a 2017 City CIP project and the City has secured federal funds for CP 2010-5 for 2017, and

WHEREAS, a Project Memorandum (PM) was required because of the federal funds, and during the PM process, MNDOT Cultural Resources Office identified that a Phase I Archeological Survey and Phase II Evaluations were required for the proposed project, and

WHEREAS, MnDOT Professional and Technical Services has created a Contract between the State of Minnesota ("State"), the City of Grand Rapids ("City"), and Duluth Archeology Center, LLC ("Contractor") identifying the terms to conduct the required work, and

WHEREAS, the Contract states that the total obligation for all compensation and reimbursements to the Contractor will not exceed \$24,457.15, and

WHEREAS, the State agrees pay for 80% of the project costs (up to \$19,565.72), and

WHEREAS, the City agrees to pay for 20% of the project costs (up to \$4,891.43);

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

The Mayor is hereby authorized and directed to enter into a contract with MnDOT in the name of the City of Grand Rapids for Phase I Archeological Survey and Phase II Evaluations for CP 2010-5, the Mississippi River Pedestrian Bridge Project, in accordance with the Contract terms and for a total contract amount up to \$4,891.43.

Adopted by the Council this 13th day of October, 2015.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	15-1675	Version:	1	Name:	Bovey Termination
Type:	Agenda Item	Status:		Administration Department:	Administration Department
File created:	10/6/2015	In control:		City Council:	City Council
On agenda:	10/13/2015	Final action:			
Title:	Termination of an Agreement Between City of Grand Rapids and City of Bovey for Accounting and Financial Services.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	91. Agreement between City of Grand Rapids and City of 10-13-15 Bovey for accounting and financial Bovey Ltr regarding Agreement for accounting & finance.pdf				

Date	Ver.	Action By	Action	Result
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Termination of an Agreement Between City of Grand Rapids and City of Bovey for Accounting and Financial Services.

Background Information:

The City has been providing accounting and financial services for the City of Bovey since 2012 for an annual fee of \$20,000 through the attached agreement. The actual cost to provide this service to the City of Bovey is \$36,000. The existing agreement does not address increases in fees. City staff proposed a five year transitional fee structure to the City of Bovey recognizing the substantial increase that would occur in one year. The proposal is attached. To date the City of Bovey has not accepted this fee increase.

The existing agreement requires 90 days notification if either party wants to terminate the agreement.

Staff Recommendation:

City staff is recommending the termination of an Agreement Between City of Grand Rapids and City of Bovey for Accounting and Financial Services.

Requested City Council Action

Consider a motion terminating an Agreement Between City of Grand Rapids and City of Bovey for Accounting and Financial Services.

**AGREEMENT BETWEEN
CITY OF GRAND RAPIDS AND CITY OF BOVEY
FOR ACCOUNTING AND FINANCIAL SERVICES**

THIS AGREEMENT is entered into this 14 day of December, 2011, by the City of Grand Rapids ("Grand Rapids") and the City of Bovey ("Bovey"), neighboring municipal corporations organized and existing under the laws of the State of Minnesota.

RECITALS

WHEREAS, Bovey desires to contract with Grand Rapids for the provision of financing and accounting services to support Bovey's daily office operations; and

WHEREAS, Grand Rapids desires to assist Bovey and has the ability to provide services to the extent and on terms provided for herein, and

WHEREAS, both entities possess the authority to enter into a cooperative agreement for this purpose;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Scope of Services: Grand Rapids will provide the financing and accounting services described on Exhibit "A" attached hereto based on documentation provided by Bovey. Bovey agrees to supply to Grand Rapids the information necessary to perform the services well enough in advance to enable Grand Rapids to carry out its tasks during normal working hours. Grand Rapids shall not be liable for timeliness, inaccuracy, and/or incomplete information provided by Bovey and the consequences resulting therefrom. Bovey also agrees to sign any releases necessary for Grand Rapids to perform the services required by this Agreement.

2. Consideration: In consideration of the services provided by Grand Rapids to Bovey pursuant to this Agreement, Bovey shall pay to Grand Rapids the sum of Twenty Thousand Dollars (\$20,000) per year payable by January 15 of each year, which will include all costs associated with providing the agreed-upon services.. In addition there will be a one-time charge to Bovey, due within thirty (30) days of signing this Agreement, in the amount of Nine Thousand Dollars (\$9,000) to cover the purchase of the additional computer software necessary to implement the additional services. All further software upgrades will be covered in the annual fee.

3. Designated Representative: The only designated representatives of Bovey authorized to request the performance of services under this Agreement are the Mayor of Bovey or Mayor Pro Tem.

4. Term and Termination: The term of this agreement shall be from the date executed and shall extend until terminated. Any party hereto may terminate this agreement upon ninety (90)

day's written notice to the other. Bovey shall not be entitled to any refund of the one-time fee required for the computer upgrade.

5. Property: No fixed assets or personal or real property will be jointly or cooperatively held, acquired, or disposed of pursuant to this agreement.

6. Non-Exclusivity: This Agreement is non-exclusive between the parties. Grand Rapids and Bovey have the right to enter into similar agreements with other entities.

7. Indemnification:

7.1 Each party agrees to and shall defend, indemnify and hold harmless the other party, its officials, officers, agents and employees from and against any and all claims, losses, damages, judgments or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party's acts, omissions or performance under this agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this agreement.

7.2 This section shall survive termination of this agreement.

8. Dispute Resolution: In the event of any dispute or difference arising by reason of this agreement or any provision or term thereof, the dispute or difference shall be resolved jointly by the Grand Rapids City Administrator and the Mayor of Bovey or the Bovey Mayor Pro Tem.

9. Amendments: The parties may mutually waive, amend or modify parts of this agreement, but such amendments, modifications, changes or waivers shall not be binding unless they are in writing and signed by personnel authorized to bind the parties. Waiver of breach of any term of this agreement shall not be considered a waiver of any prior or subsequent breach.

10. Venue: This agreement will be governed by the laws of the State of Minnesota, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this agreement may be instituted only in a court of competent jurisdiction in the State of Minnesota, County of Itasca.

11. Severability: In the event any term or condition of this agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, condition or application of this agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this agreement are declared severable.

12. Integration Clause: This document embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this agreement. This agreement supersedes all previous communications, representations or agreements, whether oral or written, between the parties.

13. Assignment: Neither Grand Rapids nor Bovey will assign or transfer any rights or interest in this Agreement.

EXHIBIT A

Services to be provided include, but are not limited to:

- Collaborative Efforts Between Grand Rapids and Bovey's Accountant
- Deposits
- Bank Reconciliations
- Monthly and Quarterly Financials
- Payment of Authorized Claims and Cash Receipt Transactions
- Tax reporting
- Payroll
- General Ledger and Financial Reporting

13. Notices: All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following person designated on behalf of each entity at their respective address:

City of Grand Rapids
Attn: Shawn Gillen
420 N. Pokegama Avenue
Grand Rapids, MN 55744

City of Bovey
Attn: Mayor
City Hall
Bovey, MN 55709

CITY OF GRAND RAPIDS

By: Dale Adams
Dale Adams, Mayor

ATTEST:
By: Shawn Gillen
Shawn Gillen, City Administrator

CITY OF BOVEY

By: Deborah Trbojevich
Deborah Trbojevich, Mayor

By: Patrick M. Ryan
Its: CLERK PRO TEM



September 3, 2015

Mayor Mike Bibich
City of Bovey
PO Box 399
Bovey, MN 55709-0399

Re: Agreement for accounting and financial services

Dear Mayor Bibich:

The City of Grand Rapids has been providing accounting and financial services to your City since 2012, in accordance with the enclosed agreement. We believe that this agreement has been beneficial for both the City of Bovey and the City of Grand Rapids.

For the past three and half years we have had the opportunity to assess the effort it takes our staff to perform the accounting and financial services for your City. At this time, to fully recover our cost, the fee for this service should be \$36,000 annually. The City of Grand Rapids recognizes that this would be a substantial increase from the current annual fee of \$20,000. As a result we are proposing to amend our contract to adjust fees as follows:

Year	Annual Fee
2016	\$25,000
2017	\$30,000
2018	\$35,000
2019	\$40,500

Calendar year 2019, reflects an annual fee of \$36,000 from today, increased by 3% annually. Moving beyond calendar year 2019, we would propose an annual increase of 3%.

Please let me know, prior to October 1, 2015, if this proposal is acceptable to your City Council.

If you have any questions, please feel free to contact me.

Regards,

Tom Pagel
City Administrator

Cc: Grand Rapids City Council
Barb Baird, Director of Finance



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1679 **Version:** 1 **Name:** 2016 LaPrairie Financial Agreement
Type: Agenda Item **Status:** Administration Department
File created: 10/6/2015 **In control:** City Council
On agenda: 10/13/2015 **Final action:**
Title: An Interlocal Agreement between the City of Grand Rapids and the City of LaPrairie for Financial Services.
Sponsors:
Indexes:
Code sections:
Attachments: [10-13-15 2016 Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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An Interlocal Agreement between the City of Grand Rapids and the City of LaPrairie for Financial Services.

Background Information:

The City of Grand Rapids has been providing financial services to the City of LaPrairie for most of 2015 at a rate of \$3,000/month or \$36,000/year. The City of LaPrairie would like to continue this relationship. The attached resolution identifies modifications to the existing agreement. The agreement also requires both parties to review the rates on an annual basis and mutually agree to rates.

Staff Recommendation:

City staff is recommending an Interlocal Agreement between the City of Grand Rapids and the City of LaPrairie for Financial Services at a rate of \$3,000/month.

Requested City Council Action

Consider the approval of an Interlocal Agreement between the City of Grand Rapids and the City of LaPrairie for Financial Services at a rate of \$3,000/month.

**INTERLOCAL AGREEMENT BETWEEN
CITY OF GRAND RAPIDS AND CITY OF LAPRAIRIE
FOR ~~OFFICE MANAGEMENT AND~~ FINANCIAL SERVICES**

THIS AGREEMENT is entered into this ____ day of _____, 2015, by the City of Grand Rapids (“Grand Rapids” and “Responding Party”) and City of LaPrairie (“LaPrairie” and “Requesting Party”), neighboring municipal corporations organized and existing under the laws of the State of Minnesota.

RECITALS

WHEREAS, LaPrairie and Grand Rapids desire to continue in full force and effect its existing mutual aid agreement with the other party for the provision of ~~public works maintenance~~financial services; and

WHEREAS, LaPrairie has requested, as a Requesting Party, and the City of Grand Rapids desires to assist LaPrairie, as a Responding Party, to provide additional mutual aid in the form of ~~office management and~~ financial services, and the City of Grand Rapids has the ability and desire to provide such additional services to the extent and on terms provided for herein, and

WHEREAS, under *Minn. Stat. Sec. 471.59*, two or more governmental units, by agreement, may jointly or cooperatively exercise any power common to the units;

WHEREAS, both entities are governmental units possessing the authority to enter into a cooperative agreement for this purpose;

WHEREAS, this Agreement replaces and nullifies all prior agreements relating to the subject matter of this Agreement, which is ~~office management and~~ financial services.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1. Scope of Services:

1.1 The City of LaPrairie does hereby designate the City of Grand Rapids to fulfill all of the obligations and duties of a ~~City Clerk and~~ Treasurer for the City of LaPrairie as dictated by Minnesota Law and such other obligations and duties as are specifically enumerated in Exhibit A attached hereto and incorporated herein by reference.

1.2 Grand Rapids will maintain responsibility for all personnel providing services under this Agreement and shall maintain workers compensation coverage for its employees, and LaPrairie agrees to maintain adequate liability insurance under state law and to hold harmless and indemnify Grand Rapids for any and all liability claims occurring while Grand Rapids personnel and equipment are working under the direction of LaPrairie, all as set forth in Section 7 to this Agreement. These indemnities shall include attorney’s fees and costs that may arise from third-party claims related to the provision of services under this Agreement.

2. Consideration:

2.1 In consideration of the services provided by Grand Rapids to LaPrairie pursuant to this Agreement, ~~LaPrairie shall pay Personnel Dynamics, or any other temporary employment agency, directly for the services of all of their employees who provide services for the benefit of LaPrairie.~~ LaPrairie will pay the City of Grand Rapids \$3,000 per month for ~~—Office Management and~~ Financial services as described in Exhibit A. In each successive year beyond 2016, the both parties shall review the rate and mutually amend the rate if necessary.

2.2 All work performed by Grand Rapids staff on behalf of LaPrairie under this Agreement must be invoiced for and billed to LaPrairie by the 15th of every month. Payment shall be due within thirty (30) days and shall be payable to the City of Grand Rapids Finance Department. Failure to pay invoices within thirty (30) days shall result in a late penalty for that payment calculated at the rate of five percent (5%) per annum.

3. Designated Representative: The only designated representative of LaPrairie authorized to request the performance of services under this Agreement is the Mayor or Mayor Pro Tem in the absence of the Mayor.

4. Term and Termination: The term of this Agreement shall be from ~~March 24, 2015~~ from the date both parties execute, through December 31, 2015; ~~provided however, that the parties may extend the term by mutual agreement and shall extend until terminated by either party.~~ Any party hereto may terminate this Agreement any time after the effective date hereof upon sixty (60) day's written notice of termination to the other party. The parties may annually review the services being provided by Grand Rapids and the consideration paid by LaPrairie for the same, and may modify this Agreement if necessary pursuant to Section 9 of this Agreement. All rates stated in Section 2.1 shall remain in effect until modified pursuant to this Section.

5. Property: No fixed assets or personal or real property will be jointly or cooperatively held, acquired, or disposed of pursuant to this Agreement.

6. Non-Exclusivity: This Agreement is non-exclusive between the parties. Grand Rapids and LaPrairie have the right to enter into similar agreements with other entities.

7. Liability and Indemnification:

7.1 Notwithstanding any other provision of this Agreement, the following provisions shall apply:

For the purposes of the Minnesota Municipal Tort Liability Act (Minn. Stat. 466), the employees and officers of the Responding Party are deemed to be employees (as defined in Minn. Stat. 466.01, subdivision 6) of the Requesting Party.

The Requesting Party agrees to defend and indemnify the Responding Party against any claims brought or actions filed against the Responding Party or any officer, employee, or volunteer of the Responding Party for injury to, death of, or damage to the property of any third person or persons,

arising from the performance and provision of assistance in responding to a request for assistance by the Requesting Party pursuant to this Agreement.

Under no circumstances, however, shall a party be required to pay on behalf of itself and other parties, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for some or all of the parties may not be added together to determine the maximum amount of liability for any party.

The intent of this subdivision is to impose on each Requesting Party a limited duty to defend and indemnify a Responding Party for claims arising within the Requesting Party's jurisdiction subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts among defendants, and to permit liability claims against multiple defendants from a single occurrence to be defended by a single attorney.

No party to this Agreement nor any officer of any party shall be liable to any other party or to any other person for failure of any party to furnish assistance to any other party, or for recalling assistance, both as described in this Agreement.

7.2 This Section shall survive termination of this Agreement.

8. Dispute Resolution: In the event of any dispute or difference arising by reason of this Agreement or any provision or term thereof, the dispute or difference shall be resolved jointly by the Grand Rapids City Administrator and the LaPrairie Mayor or Mayor Pro Tem in the absence of the Mayor. If these parties cannot so resolve the dispute, said dispute shall be resolved by the parties by submitting the matter to binding arbitration in accordance with the then existing rules and procedures established by the National Arbitration Forum. A single arbitrator shall be selected by mutual consent of both entities.

9. Amendments: The parties may mutually waive, amend or modify parts of this Agreement, but such amendments, modifications, changes or waivers shall not be binding unless they are in writing and signed by personnel authorized to bind the parties. Waiver of breach of any term of this Agreement shall not be considered a waiver of any prior or subsequent breach.

10. Venue: This Agreement will be governed by the laws of the State of Minnesota, both as to interpretation and performance. Any actions at law, suit in equity, or other judicial proceeding for the enforcement of this Agreement may be instituted only in a court of competent jurisdiction in the State of Minnesota and County of Itasca.

11. Severability: In the event any term or condition of this agreement or application thereof to any person or circumstance is held invalid, such invalidity shall not affect other terms, condition or application of this agreement which can be given effect without the invalid term, condition or application. To this end the terms and conditions of this agreement are declared severable.

12. Integration Clause: This document embodies the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained in this Agreement.

This Agreement supersedes all previous communications, representations or agreements, whether oral or written, between the parties relating to the subject matter.

13. Assignment: Neither Grand Rapids nor LaPrairie will assign or transfer any rights or interest in this Agreement without the prior written consent of the other party.

13. Notices: All notices hereunder may be delivered or mailed. If mailed, they shall be sent to the following person designated on behalf of each entity at their respective address:

City of Grand Rapids
Attn: Tom Pagel
420 No. Pokegama Avenue
Grand Rapids, MN 55744

City of LaPrairie
Attn: Mayor
15 Park Drive
LaPrairie, MN 55744

CITY OF GRAND RAPIDS

By: _____
Dale Adams
Its: Mayor

By: _____
Tom Pagel
Its: City Administrator

CITY OF LAPRAIRIE

By: _____
Michael Fall
Its: Mayor

By: _____
Steve Feyma
Its: Council Member

EXHIBIT A

Specific Services under the Agreement to be provided by Grand Rapids include:

Collaborative Duty Efforts between Grand Rapids and LaPrairie's staff.

Deposits

Bank Reconciliations

Monthly, Quarterly and Annual Financials and Audits

Payment of Authorized Claims and Cash Receipt Transactions

Tax Reporting

Governmental Reporting and Filing

Payroll

General Leger and Financial Reporting

All Statutory duties of the ~~City Clerk and~~ Treasurer under Minnesota Law

~~Any other office management and financial duties determined by the parties from time to time. Grand Rapids will not provide any staffing of the LaPrairie City Hall, nor will Grand Rapids provide any staffing of any LaPrairie City Council, Board, or Commission meetings. In addition, LaPrairie will be solely responsible for the preparation of agendas and keeping and drafting meeting minutes for all LaPrairie City Council, Commission and Board meetings.~~



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 15-1681 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 10/7/2015 **In control:** City Council
On agenda: 10/13/2015 **Final action:**
Title: 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.

Sponsors:

Indexes:

Code sections:

Attachments: [Grand Rapids Council Bill List 10-13-15.pdf](#)

Date	Ver.	Action By	Action	Result
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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.

Requested City Council Action

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.

CITY OF GRAND RAPIDS BILL LIST - OCTOBER 13, 2015

DATE: 10/07/2015
 TIME: 10:45:07
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/13/2015

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
0500050	E3 CONSULTING SERVICES	-33.75
1309335	MINNESOTA REVENUE	63.75
	TOTAL	30.00
CITY WIDE		
1215630	LOREN SOLBERG CONSULTING, LLC	1,000.00
1920240	CHAD B STERLE	9,500.00
	TOTAL CITY WIDE	10,500.00
ADMINISTRATION		
0102660	ABRAMS & SCHMIDT LLC	735.00
0718060	GRAND RAPIDS NEWSPAPERS INC	161.00
1415377	NORTHERN BUSINESS PRODUCTS INC	91.78
	TOTAL ADMINISTRATION	987.78
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	30.72
0221650	BURGGRAF'S ACE HARDWARE INC	139.99
0301685	CARQUEST AUTO PARTS	9.03
1301168	MARKETPLACE FOODS	64.99
1909510	SIM SUPPLY INC	139.70
	TOTAL BUILDING MAINTENANCE-CITY HALL	384.43
COMMUNITY DEVELOPMENT		
0718060	GRAND RAPIDS NEWSPAPERS INC	172.50
1305065	MEDTOX LABORATORIES INC	12.21
1920240	CHAD B STERLE	805.00
	TOTAL COMMUNITY DEVELOPMENT	989.71
COUNCIL/COMMISSION/BOARDS		
1301168	MARKETPLACE FOODS	44.95
	TOTAL COUNCIL/COMMISSION/BOARDS	44.95
FINANCE		

CITY OF GRAND RAPIDS BILL LIST - OCTOBER 13, 2015

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/13/2015

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FINANCE		
1415377	NORTHERN BUSINESS PRODUCTS INC	21.12
	TOTAL FINANCE	21.12
FIRE		
0221650	BURGGRAF'S ACE HARDWARE INC	63.94
0321505	CUMMINS	221.62
0401804	DAVIS OIL	190.83
0513235	EMERGENCY RESPONSE SOLUTIONS	540.78
0717995	GRAND FORKS FIRE EQUIPMENT LLC	191.17
1100550	KOZY/KMEY RADIO INC	340.00
1305065	MEDTOX LABORATORIES INC	12.21
1901535	SANDSTROM COMPANY INC	108.74
1920555	STOKES PRINTING COMPANY	3.50
	TOTAL FIRE	1,672.79
INFORMATION TECHNOLOGY		
0500050	E3 CONSULTING SERVICES	225.00
	TOTAL INFORMATION TECHNOLOGY	225.00
PUBLIC WORKS		
0100002	3D SPECIALTIES	352.42
0100046	ASV, LLC	1,825.15
0104799	ADVANCED SERVICES INC	998.00
0121721	AUTO VALUE - GRAND RAPIDS	467.14
0221650	BURGGRAF'S ACE HARDWARE INC	142.48
0301685	CARQUEST AUTO PARTS	59.57
0315455	COLE HARDWARE INC	56.04
0401804	DAVIS OIL	734.75
0421695	DUST B GONE	340.65
0601690	FASTENAL COMPANY	8.86
0718215	GREEN AGAIN LAWN & AERATION	331.17
1200500	L&M SUPPLY	51.96
1315725	THE MOTOR SHOP	91.00
1415484	NORTHERN LIGHTS TRUCK	30.19
1601753	PAUL HADDIX LOCKSMITHING	34.50
1621125	PUBLIC UTILITIES COMMISSION	8,783.55
1801897	RAYMOND JOHNSON	495.00
1908248	SHERWIN-WILLIAMS	258.40
2209421	VIKING ELECTRIC SUPPLY INC	60.04
2300765	W.W. WALLWORK INC	84.77

CITY OF GRAND RAPIDS BILL LIST - OCTOBER 13, 2015

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/13/2015

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
2305453	WESCO DISTRIBUTION INC	8,250.16
TOTAL PUBLIC WORKS		23,455.80
FLEET MAINTENANCE		
0201737	BATTERY WHOLESALE INC	235.86
0301685	CARQUEST AUTO PARTS	821.71
0805640	HERC-U-LIFT	330.67
1109500	KIMBALL MIDWEST	136.27
1500700	OSI ENVIRONMENTAL BR 50	50.00
1801232	RADKO IRON & SUPPLY INC	52.00
1801590	RAPIDS FORD LINCOLN	105.05
1908099	SHARP GUY SHARPENING	22.50
TOTAL FLEET MAINTENANCE		1,754.06
POLICE		
0114200	ANDERSON GLASS	48.00
0301685	CARQUEST AUTO PARTS	293.26
0315455	COLE HARDWARE INC	1.89
0409501	DIMICH LAW OFFICE	4,583.33
1200500	L&M SUPPLY	112.93
1201434	LAKE WOODS CHRYSLER	385.64
1309167	MN BUREAU OF CRIMINAL	390.00
1415377	NORTHERN BUSINESS PRODUCTS INC	144.06
1608560	PHOTO EXPRESS	4.98
2000400	T J TOWING	295.00
TOTAL POLICE		6,259.09
RECREATION		
0321712	CUSTOMINK LLC	0.00
TOTAL RECREATION		0.00
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	132.38
0114200	ANDERSON GLASS	42.00
0221650	BURGGRAF'S ACE HARDWARE INC	5.97
0609457	FILTHY CLEAN INC	1,300.00
0701650	GARTNER REFRIGERATION CO	320.90

CITY OF GRAND RAPIDS BILL LIST - OCTOBER 13, 2015

DATE: 10/07/2015
 TIME: 10:45:07
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/13/2015

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
1301067	MANGSETH PAINTING INC	920.00
1801555	RAPID PEST CONTROL INC	57.50
TOTAL		2,778.75
AIRPORT		
0121721	AUTO VALUE - GRAND RAPIDS	11.44
0301685	CARQUEST AUTO PARTS	71.36
0315455	COLE HARDWARE INC	17.80
0801450	HALI-BRITE INC	972.29
1921501	SUMMIT COMPANIES	500.00
TOTAL		1,572.89
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	90.23
0221650	BURGGRAF'S ACE HARDWARE INC	29.85
0312109	CLAFTON SALES - CLAFTON SKATE	9.00
1200500	L&M SUPPLY	120.61
1301168	MARKETPLACE FOODS	26.93
1415655	NORVEND INC	80.00
1605611	PEPSI-COLA	845.47
1608345	PHILS GARAGE DOOR	311.00
1901535	SANDSTROM COMPANY INC	286.97
1909510	SIM SUPPLY INC	136.35
1921501	SUMMIT COMPANIES	27,120.12
TOTAL GENERAL ADMINISTRATION		29,056.53
RECREATION PROGRAMS		
0221650	BURGGRAF'S ACE HARDWARE INC	16.68
0321712	CUSTOMINK LLC	1,142.40
TOTAL		1,159.08
STATE HAZ-MAT RESPONSE TEAM		
0513235	EMERGENCY RESPONSE SOLUTIONS	284.88
0717995	GRAND FORKS FIRE EQUIPMENT LLC	271.39

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INVOICES DUE ON/BEFORE 10/13/2015

VENDOR #	NAME	AMOUNT DUE

STATE HAZ-MAT RESPONSE TEAM		
	TOTAL	556.27
POLICE DESIGNATED FORFEITURES		
1309161	MINNESOTA COMMERCE DEPARTMENT	21.50
	TOTAL	21.50
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	38.21
1200500	L&M SUPPLY	14.95
1309355	MINNESOTA TORO	379.76
1615427	POKEGAMA LAWN AND SPORT	175.89
	TOTAL	608.81
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	13.94
	TOTAL	13.94
GENERAL CAPITAL IMPRV PROJECTS		
2014 BLDG IMPROVEMENTS		
1405460	NELSON ROOFING INC	28,743.00
	TOTAL 2014 BLDG IMPROVEMENTS	28,743.00
STORM WATER UTILITY		
0401804	DAVIS OIL	1,304.97
0920060	ITASCA COUNTY TREASURER	462.30
1621125	PUBLIC UTILITIES COMMISSION	9,356.03
	TOTAL	11,123.30
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 121,958.80
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		

CITY OF GRAND RAPIDS BILL LIST - OCTOBER 13, 2015

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 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/13/2015

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0114210	D. ANDERSON - CHANGE FUND	1,820.00
0201354	B. BAIRD-PETTY CASH FUND	23.25
0201355	BARBARA BAIRD	196.65
0305530	CENTURYLINK COMMUNICATIONS LLC	54.17
0405447	DELTA DENTAL OF MINNESOTA	2,721.95
0405505	JAMES DENNY	319.50
0504610	RON EDMINSTER	74.75
0512230	ELEMENT PAYMENT SERVICES	65.00
0609685	FIREMEN'S RELIEF ASSOCIATION	129,097.91
0718015	GRAND RAPIDS CITY PAYROLL	212,893.98
0718070	GRAND RAPIDS STATE BANK	65.00
1121695	LANCE KUSCHEL	66.13
1201402	LAKE COUNTRY POWER	51.94
1205090	LEAGUE OF MINNESOTA CITIES	30.00
1305046	MEDIACOM	75.90
1309162	MN BCA/TRAINING & EDUCATION	360.00
1309199	MINNESOTA ENERGY RESOURCES	2,456.37
1405550	NEOPOST USA INC	1,000.00
1415035	NORTH COUNTRY BUSINESS PROD	2,634.73
1601750	PAUL BUNYAN COMMUNICATIONS	275.51
1615500	SHAUN POMPLUN	1,000.00
1621130	P.U.C.	2,725.69
1903320	STEVEN SCHAAR/PETTY CASH	1,000.00
1913336	MORGAN STANLEY	145,000.00
2000100	TASC	7,989.60
2018128	ERIC D. TRAST	89.70
2205638	VERIZON WIRELESS-VSAT NORTH	50.00
2301700	WASTE MANAGEMENT	2,303.13
T001027	KATHLEEN RASMUSSEN	1,000.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:\$ 515,440.86

TOTAL ALL DEPARTMENTS 637,399.66