



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Monday, June 22, 2015

5:00 PM

City Hall Council Chambers

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**5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, June 22, 2015 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

### CALL OF ROLL

### PRESENTATIONS/PROCLAMATIONS

[15-1418](#) \$1,000 Waste Management Scholarship Award ~ Darrell Hoekstra, Presenter

### 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.*

**5:05 PM PUBLIC FORUM**

**5:10 PM COUNCIL REPORTS**

### APPROVAL OF MINUTES

[15-1395](#) Approve Council minutes for Monday, June 8, 2015 Worksession & Regular meetings.

**Attachments:** [June 8, 2015 Worksession](#)  
[June 8, 2015 Regular Meeting](#)  
[June 2, 2015 Comp Plan Review Meeting](#)

**5:15 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. [15-1394](#) Authorize Police Department to Apply for a Grant for Emergency Equipment from Minnesota Energy Resources

2. [15-1420](#) Adopt a resolution to accept a Lake Country Power Grant for the Grand Rapids Fire Department
3. [15-1421](#) Allow the Grand Rapids Fire Department to apply for a grant provide by Minnesota Energy Resources
4. [15-1424](#) Approve Court Data Services Subscriber Amendment to the CJDN Subscriber Agreement  
**Attachments:** [PD Joint Powers Agr for BCA](#)  
[Amended Court Data Services Agreement](#)
5. [15-1425](#) Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule pertaining to Community Development Department Services.  
**Attachments:** [Community Development Fee Schedule Resolution: State Surcharge Reduction](#)  
[Memo RE: State Surcharge Fee](#)
6. [15-1428](#) Retirement of Rick Luoma from the Grand Rapids Fire Department.  
**Attachments:** [Luoma letter of retirement](#)
7. [15-1429](#) Approve temporary liquor license for the Grand Rapids Players for event to be held on Wednesday, July 29, 2015 at Showboat Landing.  
**Attachments:** [Grand Rapids Players Temp Liquor](#)
8. [15-1431](#) Request by the Police Department to adopt a resolution accepting a donation of 12 bags of dog food with a value of \$940.68, \$78.39 per bag from North Country Veterinary Clinic.  
**Attachments:** [PD Res Accpt Donation from Vet clinic](#)
9. [15-1432](#) Consider authorizing City Staff to request a grant from the Federal Aviation Administration (FAA) in the amount of \$466,947 and a grant from the MnDOT Office of Aeronautics in the amount of \$25,941.50 for the Grand Rapids - Itasca County Airport for Federal Fiscal Year 2015.  
**Attachments:** [6-22-15 Attachment FFY 2015 Grant Request Letter.pdf](#)
10. [15-1433](#) A letter of support to the City of Cohasset to designate the Tioga Mine Recreation Area as being regionally significant.  
**Attachments:** [6-22-15 Cohasset letter of support.pdf](#)
11. [15-1435](#) Accept resignation of Katherine Sedore from the Grand Rapids Planning Commission and authorize staff to begin the process of filling the vacancy.  
**Attachments:** [Sedore - Resignation](#)

**5:17 SETTING OF REGULAR AGENDA  
PM**

*This is an opportunity to approve the regular agenda as presented or add/delete by a*



majority vote of the Council members present an agenda item.

### ACKNOWLEDGE BOARDS & COMMISSIONS

12. [15-1430](#) Acknowledge minutes for Boards & Commissions.
- Attachments:** [March 18, 2015 PUC Regular Meeting](#)  
[March 30, 2015 Joint PUC & Council Meeting](#)  
[April 15, 2015 PUC Regular Meeting](#)  
[April 23, 2015 PUC Special Meeting](#)  
[April 30, 2015 Joint PUC & Council Meeting](#)  
[April 30, 2015 PUC Special Meeting](#)  
[May 5, 2015 Arts & Culture minutes](#)  
[May 19, 2015 Golf Board minutes](#)

### 5:20 DEPARTMENT HEAD REPORT PM

13. [15-1434](#) Administration/Human Resources ~ Lynn DeGrio

### 5:30 PUBLIC HEARINGS PM

14. [15-1422](#) Conduct a public hearing to consider the vacation of public easements, retained by the Village of Grand Rapids in 1936, located within Block 26, Town of Grand Rapids.
- Attachments:** [Blandin Foundation Easement Vacation-Map](#)  
[Blandin Foundation Easement Vacation-Meeting Info](#)
15. [15-1423](#) Consider the adoption of a resolution either approving or denying the vacation of public easements located within Block 26, Town of Grand Rapids.
- Attachments:** [Resolution: Public Easement Vacation](#)

### 6:00 ENGINEERING PM

16. [15-1370](#) Consider approving a professional services agreement with SEH in the amount of \$17,000 to complete the construction administration and observation for the 2015 Crack Repair project.
- Attachments:** [6-22-15 Attachment SEH SLA Crack Repair Project - CA Proposal.pdf](#)
17. [15-1390](#) Consider approving a professional services agreement with SEH in the amount of \$368,100 to complete the professional services for AP 2015-2, Master Plan Project.
- Attachments:** [6-22-15 Attachment SEH Prof Svcs Agrmt - Master Plan.pdf](#)

### 6:10 FINANCE DEPARTMENT PM

18. [15-1389](#) Consider entering into a three year Professional Services contract with Redpath and Company, Ltd. for auditing services for 2015, 2016 and 2017.

**Attachments:** [Contract for Auditing Services.pdf](#)

**6:15 GOLF COURSE  
PM**

19. [15-1426](#) Award a quote to Hawkinson Construction for a bituminous trail at the golf course.

**Attachments:** [Pokegama Cart Path.pdf](#)

**6:20 VERIFIED CLAIMS  
PM**

20. [15-1436](#) Consider approving the verified claims for the period June 2, 2015 to June 15, 2015 in the total amount of \$471,422.84.

**Attachments:** [City Council Bill List 06-22-15.pdf](#)

**6:22 ADJOURNMENT  
PM**

*NEXT REGULAR MEETING IS SCHEDULED FOR JULY 13, 2015, AT 5:00 P.M.*

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

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

*Attest: Kimberly Gibeau, City Clerk*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 15-1418      **Version:** 1      **Name:** Scholarship Presentation  
**Type:** Agenda Item      **Status:** PRESENTATIONS/PROCLAMATIONS  
**File created:** 6/15/2015      **In control:** City Council  
**On agenda:** 6/22/2015      **Final action:**  
**Title:** \$1,000 Waste Management Scholarship Award ~ Darrell Hoekstra, Presenter

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

| Date | Ver. | Action By | Action | Result |
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\$1,000 Waste Management Scholarship Award ~ Darrell Hoekstra, Presenter



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 15-1395      **Version:** 1      **Name:** Council minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 6/9/2015      **In control:** City Council  
**On agenda:** 6/22/2015      **Final action:**  
**Title:** Approve Council minutes for Monday, June 8, 2015 Worksession & Regular meetings.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [June 8, 2015 Worksession](#)  
[June 8, 2015 Regular Meeting](#)  
[June 2, 2015 Comp Plan Review Meeting](#)

| Date | Ver. | Action By | Action | Result |
|------|------|-----------|--------|--------|
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Approve Council minutes for Monday, June 8, 2015 Worksession & Regular meetings & June 2, 2015 Comp Plan Review Minutes.





# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, June 8, 2015

4:00 PM

Conference Room 2A

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**CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, June 8, 2015 at 4:03 p.m. in City Hall, Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

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

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

### Discussion Items

1. West Range Racing Association ~ Tim Carlson  
  
*Tim Carlson, West Range Racing, presents the Council with season schedule. Requesting extra time beyond 10:00 PM, for June 25th, and Sept. 4th. Mr. Carlson acknowledges that the races did go over on opening night, and the association will continue to make efforts to limit this by working on earlier start times during the school year. Also noted correct fair dates, August 19-21.*
2. Discuss a Resolution of Support for the Polymet Project  
  
*Itasca County has already taken action on this matter. EIS review is still in process, but anticipate completion within the next month. Resolution should be restructured and brought back for review. Should be targeted appropriately.*
3. Review energy efficiency improvements on city buildings  
  
*Benchmarking program, used by Ron Edminster, shows current and future year energy use. Major improvements have been made to several City buildings.*
4. Review 5:00 PM Regular Meeting  
  
*Addition of Proclamation for GFWC Federation and include Hunter Shepard on Item #8 for new hire, as beach house attendant at the rate of \$8.00 per hour.*

### ADJOURN

*There being no further business, the meeting adjourned at 5:02 pm.*

Respectfully submitted: Kimberly Gibeau, City Clerk

*Kimberly Gibeau*



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, June 8, 2015

5:00 PM

City Hall Council Chambers

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### AMENDED 6-5-2015

**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, June 8, 2015 at 5:03 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

#### CALL OF ROLL

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

#### Others present:

*Tom Pagel, Lasha Karels, Erik Scott, Steve Schaar, Mike Lieble, Barb Baird, Julie Kennedy, Lynn DeGrio*

#### MEETING PROTOCOL POLICY

#### PRESENTATIONS/PROCLAMATIONS

General Federation of Women's Clubs Day Proclamation

**Received and Filed**

**5:02 PM PUBLIC FORUM**

**5:07 PM COUNCIL REPORTS**

*Councilor Zabinski states that the search committee has identified four finalists for the position of RAMS Executive Director. Interviews will be conducted on the 25th of June.*

*Mayor Adams notes the following: Grand Rapids is once again recognized as a GreenStep City; a Consumer Finance website has ranked the City of Grand Rapids 16 out of 123 as one of the best cities to start a business; Judy Garland Festival is June 10th to 14th; City staff working with area residents regarding recycling; Bruce Aiton, former Council member, will be honoring former Mayor John Craig, more information to follow.*

**5:12 APPROVAL OF MINUTES  
PM**

Approve Council minutes for Tuesday, May 26, 2015 Worksession & Regular meetings.

**A motion was made by Councilor Rick Blake, seconded by Councilor Bill Zeige, to approve Council minutes for Tuesday, June 26, 2015 Worksession & Regular meetings as presented. The motion PASSED by unanimous vote.**

**5:13 CONSENT AGENDA  
PM**

1. Consider approving a Supplemental Letter Agreement (SLA) with SEH for \$5000 to complete the FAA closeout report for the 2013 federal grant related to improvements made to the airport.

**Approved by consent roll call**

2. Completion of Introductory Period for Police Officer Justin Edmundson.

**Approved by consent roll call**

3. Request by the Police Department to donate some of our abandoned and found bicycles to Circles of Support - KOOTASCA Community Action.

**Approved by consent roll call**

4. Completion of Introductory Period for Police Officer Gregory Lease.

**Approved by consent roll call**

5. Retirement of Firefighter David Protelsch.

**Approved by consent roll call**

6. Appointment of Matthew Moen to the position of part-time Parking Enforcement Officer.

**Approved by consent roll call**

7. Adopt resolutions supporting the submission of requests for 2016 state bond appropriations for improvements at the IRA Civic Center, Mississippi River Pedestrian Bridge & Mississippi River Amphitheatre.

**Adopted City Resolutions 15-35, 15-36 & 15-37 by consent roll call**

8. Hire temporary employees for Park & Recreation / I.R.A. Civic Center

**Approved by consent roll call with the addition of Hunter Shepard, Beach House Attendant, at the rate of \$8.00 per hour.**

9. Consider approving a revised Trail License Agreement with the Regents of the University of Minnesota for a 20-year term for the purposes of reconstructing the Mesabi Trail.

**Approved by consent roll call**

10. Approve temporary liquor license for MacRostie Art Center for First Friday Art Walk event on July 3, 2015.

**Approved by consent roll call**

#### **Approval of the Consent Agenda**

**A motion was made by Councilor Christy, seconded by Councilor Zabinski, to approve the Consent agenda as amended. The motion carried by the following vote**

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

#### **5:15 SETTING OF REGULAR AGENDA PM**

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

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

11. Acknowledge minutes for:  
Human Rights April 29, 2015  
HRA Minutes April 15, 2015

**Acknowledge Boards and Commissions**

#### **5:16 DEPARTMENT HEAD REPORT PM**

12. Information Technology ~ Erik Scott

*Erik Scott, IT Director reviews recent event regarding Laserfische failure. No data was lost but the recovery was a two and half day job with loss of productivity due to heavy reliance on laserfische.*

**Received and Filed**



**5:26 ENGINEERING  
PM**

13. Consider selecting Martinez Geospacial (MTZ) for the A-GIS work and Applied Ecological Services for the WHSV and Management Plan work, two components of the Airport Master Plan Update project, and authorizing Kramer Aerotek Inc to perform the FAA-required Independent Fee Estimate (IFE) work for the Airport Master Plan Proposal for an estimated fee of \$1500.

**A motion was made by Councilor Blake, seconded by Councilor Zeige, to approve 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

**5:30 INFORMATION TECHNOLOGY  
PM**

14. Authorize the IT Department to solicit quotes and purchase disaster recovery equipment at a cost not to exceed \$15,000.
- IT Director Scott explained in greater detail the need for updating our current system and efforts for partnering with the County if possible. Councilor Zabinski would like IT to bring back information on proposals prior to completing the purchase.*

**A motion was made by Councilor Blake, seconded by Councilor Zeige, solicitation of quotes and purchase of disaster recovery equipment at a cost not to exceed \$15,000. The motion carried by the following vote.**

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

**Nay** 1 - Councilor Ed Zabinski

**5:35 ADMINISTRATION DEPARTMENT  
PM**

15. Continuation of Phased Retirement Agreement for Facilities Maintenance Manager Ronald Edminster.

**A motion was made by Councilor Zeige, seconded by Councilor Christy, to approve continued Phased Retirement Agreement for Facilities Maintenance Manager Ron Edminster through December 31, 2016. The motion carried by the following vote.**

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

**5:40 VERIFIED CLAIMS****PM**

16. Consider approving the verified claims for the period May 19, 2015 to June 1, 2015 in the total amount of \$337,492.18.

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

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

**5:45 ADJOURNMENT****PM**

**A motion was made by Councilor Bill Zeige, seconded by Councilor Ed Zabinski, to adjourn the meeting at 5:57 PM. The motion PASSED by unanimous vote.**

Respectfully submitted: Kimberly Gibeau, City Clerk





# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Tuesday, June 2, 2015

11:00 AM Grand Rapids/Itasca County Airport Terminal Building

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### COMPREHENSIVE PLAN REVIEW

**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Tuesday, June 2, 2015 at 11:00 a.m. at the Grand Rapids/Itasca County Airport Terminal Building, 1500 SE 7th Avenue, Grand Rapids, Minnesota.

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

**Present** 4 - Mayor Dale Adams, Councilor Dale Christy, Councilor Ed Zabinski, and Councilor Bill Zeige

**Absent** 1 - Councilor Rick Blake

*Councilor Zabinski arrived at 11:17 AM.*

**Others present:**

*Tom Pagel, Rob Mattei, Scott Johnson, Steve Schaar, Barb Baird, Bob Cahill, Lynn DeGrio, Jeff Davies, Marcia Anderson, Tony Clifton, Erik Scott, Tony Ward*

**Discussion Items**

Comprehensive Plan Review and Goal Setting

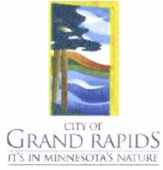
*Community Development Director, Rob Mattei, provided overview of the City Comprehensive Plan, the Arts & Culture Plan and the Trails & Use Plan.*

*Council requested an update on the status of the Police Community Advisory Board. Staff will provide as soon as possible.*

**ADJOURN**

**A motion was made by Councilor Bill Zeige, seconded by Councilor Dale Christy, to adjourn the meeting at 1:03 PM. The motion PASSED by unanimous vote.**

*Respectfully submitted: Lynn DeGrio, Human Resources Director*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

|                      |  |                      |   |              |  |
|----------------------|--|----------------------|---|--------------|--|
| <b>File #:</b>       | 15-1394  | <b>Version:</b>      | 1 | <b>Name:</b> | Authorize the Police Department to apply for a grant for emergency equipment |
| <b>Type:</b>         | Agenda Item  | <b>Status:</b>       |   |              | Consent Agenda   |
| <b>File created:</b> | 6/9/2015   | <b>In control:</b>   |   |              | City Council   |
| <b>On agenda:</b>    | 6/22/2015  | <b>Final action:</b> |   |              |  |
| <b>Title:</b>        | Authorize Police Department to Apply for a Grant for Emergency Equipment from Minnesota Energy Resources |                      |   |              |  |

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

| Date | Ver. | Action By | Action | Result |
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Authorize Police Department to Apply for a Grant for Emergency Equipment from Minnesota Energy Resources

**Background Information:**

Minnesota Energy Resources, a supplier of natural gas has announced a grant program available to government first-responders. Grant funds may be used for the purchase of emergency equipment.

The police department is asking permission to submit a grant application in the amount of \$1,438. If awarded the grant, funds will be used to purchase an additional medical oxygen unit used by officers responding to medical emergency calls such as difficulty breathing, heart attack and stroke. The funds will also be used to purchase five "Hooligan Tools" which are heavy-duty pry bars used to pry open car doors to gain access to victims of traffic crashes.

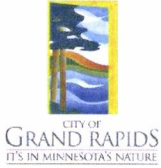
**Staff Recommendation:**

It is the recommendation of the police department that the City Council authorize the department to apply for grant funding from Minnesota Energy Resources to purchase equipment to used at medical emergencies and traffic crashes. If authorized, the department should know by September whether or not grant funding will be awarded.

**Requested City Council Action**

If the Council so desires, authorize the police department to submit a grant request in the amount of \$1,438 to Minnesota Energy Resources to purchase emergency equipment.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1420      **Version:** 1      **Name:** GRFD Resolution to accept Lake Country Power Grant  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/15/2015      **In control:** City Council  
**On agenda:** 6/22/2015      **Final action:**  
**Title:** Adopt a resolution to accept a Lake Country Power Grant for the Grand Rapids Fire Department  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

| Date | Ver. | Action By | Action | Result |
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Adopt a resolution to accept a Lake Country Power Grant for the Grand Rapids Fire Department

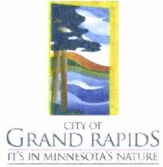
**Background Information:**

The Grand Rapids Fire Department applied for and was awarded a \$1,000 grant from Lake Country Power. Lake Country Power's Operation Round-Up is a community trust that make contributions to nonprofit, civic or community based organizations that demonstrate a commitment to enhance the quality of life in the region. This grant is provided to the local area services by Lake Country Power; this grant is a non-matching grant. This award will be used to update the ropes rescue life safety equipment.

**Staff Recommendation:**

Adopt a resolution to accept a Lake Country Power Grant for the Grand Rapids Fire Department

Consider adopting a resolution to accept the \$1,000 Lake Country Power Grant for the Grand Rapids Fire Department



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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|                       |   |                      |   |                      |                             |
|-----------------------|---|----------------------|---|----------------------|-----------------------------|
| <b>File #:</b>        | 15-1421   | <b>Version:</b>      | 1 | <b>Name:</b>         | GRFD Minnesota Energy Grant |
| <b>Type:</b>          | Agenda Item   | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda              |
| <b>File created:</b>  | 6/15/2015   | <b>In control:</b>   |   | <b>In control:</b>   | City Council                |
| <b>On agenda:</b>     | 6/22/2015   | <b>Final action:</b> |   | <b>Final action:</b> |                             |
| <b>Title:</b>         | Allow the Grand Rapids Fire Department to apply for a grant provide by Minnesota Energy Resources |                      |   |                      |                             |
| <b>Sponsors:</b>      |   |                      |   |                      |                             |
| <b>Indexes:</b>       |   |                      |   |                      |                             |
| <b>Code sections:</b> |   |                      |   |                      |                             |
| <b>Attachments:</b>   |   |                      |   |                      |                             |

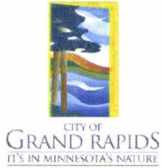
| Date | Ver. | Action By | Action | Result |
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Allow the Grand Rapids Fire Department to apply for a grant provide by Minnesota Energy Resources

**Background Information:**

Minnesota Energy Resources "Safety- It's Worth the Energy" Grant is a comittment to the safety of their employees and the communities that they serve. It provides local response agencies the opportunitiy to apply for money that can be used to purchase equipment and professional development. Departments can be awarded up to a maximum of \$2,000 under this grant. This grant will be used to purchase life safety equipment or training for our firefighters.

Consider allowing the Grand Rapids Fire Department to apply for a grant provided by Minnesota Energy Resources.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

|                       |  |                      |   |                      |   |
|-----------------------|--|----------------------|---|----------------------|---|
| <b>File #:</b>        | 15-1424  | <b>Version:</b>      | 1 | <b>Name:</b>         | Approve Court Data Services Subscriber Amendment to the CJDN Subscriber Agreement |
| <b>Type:</b>          | Agenda Item  | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda  |
| <b>File created:</b>  | 6/16/2015  | <b>In control:</b>   |   | <b>In control:</b>   | City Council  |
| <b>On agenda:</b>     | 6/22/2015  | <b>Final action:</b> |   | <b>Final action:</b> |   |
| <b>Title:</b>         | Approve Court Data Services Subscriber Amendment to the CJDN Subscriber Agreement                    |                      |   |                      |   |
| <b>Sponsors:</b>      |  |                      |   |                      |   |
| <b>Indexes:</b>       |  |                      |   |                      |   |
| <b>Code sections:</b> |  |                      |   |                      |   |
| <b>Attachments:</b>   | <a href="#">PD Joint Powers Agr for BCA</a><br><a href="#">Amended Court Data Services Agreement</a> |                      |   |                      |   |

| Date | Ver. | Action By | Action | Result |
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Approve Court Data Services Subscriber Amendment 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, enter 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). This agreement, the CJDN (Criminal Justice Data Network) Subscriber Agreement was previously approved by the City Council.

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 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. Frankly, law enforcement has no choice in the matter.

Since the BCA's network is the pass through to the State Courts, the BCA has informed us that a Court Data Services Subscriber Amendment to the CJDN Subscriber Agreement must be approved by each City Council and County Board.

This amendment document has been reviewed by City Attorney Sterle and it his recommendation that the amendment be brought before the City Council for approval.

### **Staff Recommendation:**

It is the recommendation of the Police Department that the Court Data 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 Data Services Subscriber Amendment to the CJDN Subscriber Agreement.



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

RESOLUTION NO. 15-

A RESOLUTION APPROVING AN AMENDED 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 Chief of Police, Scott A. Johnson, or his or her 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, Deputy Chief is appointed as the Authorized Representative's designee.

3. That the City Attorney, John Dimich, or his or her 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 C. 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.

Adopted this 22th day of June 2015.

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Dale C. Adams, Mayor

Attest:

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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.

## **COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT**

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

### **Recitals**

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, Contract number DPS-M-0931, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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



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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

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

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

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

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

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

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.**

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



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

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

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

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

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



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

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

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

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

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



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

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

**11.** [reserved]

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

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

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

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

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

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

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

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

**15. WARRANTY DISCLAIMERS.**

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

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

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



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

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

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

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

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

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

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

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

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

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SWIFT Contract No. \_\_\_\_\_

**2. SUBSCRIBER (AGENCY)**

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

Date: \_\_\_\_\_

**4. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

Date: \_\_\_\_\_

**5. COURTS**

Authority granted to Bureau of Criminal Apprehension

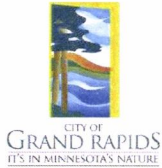
Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

Date: \_\_\_\_\_





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

|                       |   |                      |   |                      |   |
|-----------------------|---|----------------------|---|----------------------|---|
| <b>File #:</b>        | 15-1425   | <b>Version:</b>      | 1 | <b>Name:</b>         | Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule pertaining to Community Development Department Services. |
| <b>Type:</b>          | Agenda Item   | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda  |
| <b>File created:</b>  | 6/16/2015   | <b>In control:</b>   |   | <b>In control:</b>   | City Council  |
| <b>On agenda:</b>     | 6/22/2015   | <b>Final action:</b> |   | <b>Final action:</b> |   |
| <b>Title:</b>         | Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule pertaining to Community Development Department Services. |                      |   |                      |   |
| <b>Sponsors:</b>      |   |                      |   |                      |   |
| <b>Indexes:</b>       |   |                      |   |                      |   |
| <b>Code sections:</b> |   |                      |   |                      |   |
| <b>Attachments:</b>   | <a href="#">Community Development Fee Schedule Resolution: State Surcharge Reduction</a><br><a href="#">Memo RE: State Surcharge Fee</a>          |                      |   |                      |   |

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

Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule pertaining to Community Development Department Services.

### **Background Information:**

On June 9, 2015 the City's Building Official received notice that beginning on July 1, 2015, the state surcharge applied to "fixed fee" building permits changes from \$5.00 for each fixed fee permit, to \$1.00 for each fixed fee permit. *(Several examples of "fixed fee" permits are: residential roofing, residential siding, residential garage door replacement, residential window replacement, residential furnace/water heater/softener replacement)*

The proposed amendments to the City's fee schedule are as follows:

Reduce the State Surcharge Fee applied to "fixed fee" building permits from \$5.00 for each fixed fee permit, to \$1.00 for each fixed fee permit, effective July 1, 2015. *These changes are reflected in the draft resolution for consideration.*

### **Requested City Council Action**

Consider the adoption of a resolution approving amendments to the City-wide Fee Schedule pertaining to Community Development Department Services.

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

RESOLUTION NO. 15-\_\_

**A RESOLUTION AMENDING THE GRAND RAPIDS CITY-WIDE FEE SCHEDULE FOR CITY SERVICES**

WHEREAS, Minnesota Law establishes that all municipalities establish fees that are commensurate with service, and that they be fair, reasonable, and proportionate to the actual cost of the service for which the fee is imposed; and

WHEREAS, consistent with Minnesota Law, the Grand Rapids City Council establishes the rates to be applied, or charges for, specific areas of service, provided by the City, through the adoption and periodic amendment of a fee schedule; and

WHEREAS, from time to time, staff reviews the department fee schedule to ensure consistency with fees charged, for City services provided; and

NOW THEREFORE, BE IT RESOLVED, that the Grand Rapids City Council hereby amends the Grand Rapids' City Wide Fee Schedule for City Services, as of July 1, 2015, as follows:

| <i>COMMUNITY DEVELOPMENT Fee Schedule</i> |   |
|---|---|
| Building Permits                          |   |
| \$1.00 - \$500.00                         | \$23.50 *   |
| \$501.00 - \$2,000.00                     | \$23.75 * for the first \$500.00 plus \$3.50 for each additional \$100.00 or fraction thereof, to and including \$2,000.00                  |
| \$2,001.00 - \$25,000.00                  | \$70.00 * for the first \$2,000.00 plus \$14.20* for each additional \$1,000.00 or fraction thereof, to and including \$25,000.00 (3-27-06) |
| \$25,001.00 to \$50,000.00                | \$391.65* for the first \$25,000.00 plus \$10.20* for each additional \$1,000.00 or fraction thereof, to and including \$50,000.00          |
| \$50,001.00 to \$100,000.00               | \$650.20* for the first \$50,000.00 plus \$7.10* for each additional \$1,000.00 or fraction thereof, to and including \$100,000.00          |
| \$100,001.00 to \$500,000.00              | \$1,003.70* for the first \$100,000.00 plus \$5.66* for each additional \$1,000.00 or fraction thereof, to and including \$500,000.00       |
| \$500,001.00 to \$1,000,000.00            | \$3,266.10* for the first \$500,000.00 plus \$4.80* for each additional \$1,000.00 or fraction thereof, to and including \$1,000,000.00     |
| \$1,000,001.00 and up                     | \$5,664.85* for the first \$1,000,000.00 plus \$3.18* for   |



|   |   |                       |                            |                  |
|---|---|-----------------------|----------------------------|------------------|
|   | each additional \$1,000.00 or fraction thereof  |                       |                            |                  |
|   | Projects valued at greater than \$5,000,000.00 the City may, at its own discretion, negotiate this component of the building permit fee with the project owner/developer. (revised 4-12-04) |                       |                            |                  |
| Annual building Permit (as per MN Rule 1300.0120, Subparts 2 and 3)             | \$505.00*   |                       |                            |                  |
| Plan Review Fee (3-27-06)   | 65% of the Permit fee   |                       |                            |                  |
| Plan Review Fee (Similar Plans)   | 25% of the Permit fee   |                       |                            |                  |
| State Surcharge   | (As per MN Statute 16B.70)  |                       |                            |                  |
| <b>Other Inspections and Fees:</b>  |   |                       |                            |                  |
| 1. Outside of normal business hours   | \$55.55/hour*   |                       |                            |                  |
| 2. Re-inspection fees   | \$55.55/hour*   |                       |                            |                  |
| 3. Inspections for which no fee is specifically indicated                       | \$55.55/hour*   |                       |                            |                  |
| 4. Additional plan review required by changes, additions, or revisions to plans | \$55.55/hour*   |                       |                            |                  |
| 5. Investigation Fee  | \$55.55/hour*   |                       |                            |                  |
| 6. Work commencing without a building permit.                                   | Investigative Fee/Double building permit fee. (as per MN Rule 1300.0160, Subpart 8).  |                       |                            |                  |
| 7. For use of outside consultants for plan checking and inspections or both.    | Actual costs, including administrative and overhead   |                       |                            |                  |
| 8. Investigating and resolving Property Maintenance Code violations             | \$55.55/hour*   |                       |                            |                  |
| <b>Flat fees for small Residential projects</b>                                 | <b>Base Permit Fee</b>  | <b>Plan Check Fee</b> | <b>State Surcharge Fee</b> | <b>Total Fee</b> |
| Re-roofing (12-17-12)   | \$60.00   |                       | \$15.00                    | \$6561.00        |
| Garage Door (12-17-12)  | \$40.00   |                       | \$15.00                    | \$4541.00        |
| Siding Replacement (3-27-06)  | \$60.00   |                       | \$15.00                    | \$6561.00        |
| All Regulated Signs-requiring structural review. (3-27-06)                      | \$57.88   | \$37.62               | \$15.00                    | \$40096.50       |
| Detached Steps/Deck over 30" high (non enclosed)                                | \$40.30   | \$26.20               | \$51.00                    | \$7167.50        |
| Attached Steps/Deck (non enclosed)  | \$79.70   | \$51.80               | \$15.00                    | \$436132.50      |
| Covered porch (non enclosed)  | \$113.03  | \$73.47               | \$15.00                    | \$494186.50      |
| Fence over 6 feet in height (3-27-06)   | \$57.88   | \$37.62               | \$15.00                    | \$40096.50       |
| Retaining Wall -Over 4 feet in height (3-27-06)                                 | \$57.88   | \$37.62               | \$15.00                    | \$40096.50       |
| Egress Windows (new)  | \$40.30   | \$26.20               | \$15.00                    | \$7167.50        |
| Residential Window Replacement (8-9-10)   | \$60.00   |                       | \$51.00                    | \$6561.00        |
| Furnace-Replacement (3-27-06)   | \$40.30   | \$26.20               | \$15.00                    | \$7167.50        |
| Water Heater/Softener   | \$40.30   | \$26.20               | \$15.00                    | \$7167.50        |

|  |   |         |         |           |
|--|---|---------|---------|-----------|
| Replace sink, toilet, faucet, tub (minor repairs)  | \$14.50   |         | \$15.00 | \$1915.50 |
| Residential and Commercial Demolitions -(3-27-06)  | \$40.00*  |         | \$51.00 | \$4541.00 |
| Fireplaces -& free standing stoves (Gas or Wood)<br>(3-27-06)  | \$54.85*  | \$35.65 | \$15.00 | \$9591.50 |
| Emergency Number Sign (10-13-09)   | \$50.00 each  |         |         |           |
| Comprehensive Plan (3-27-06)   | \$15.15* each   |         |         |           |
| Comprehensive Plan Appendix (3-27-06)  | \$25.25* each   |         |         |           |
| Zoning Letter  | \$35.35* each   |         |         |           |
| Zoning Map   | \$15.15*each  |         |         |           |
| Zoning Ordinance   | \$30.30* each   |         |         |           |
| Subdivision Ordinance  | \$5.05* each  |         |         |           |
| Zoning Permit (Residential)  | \$55.55*  |         |         |           |
| Zoning Permit (Commercial)   | \$65.65*/hour (actual cost)   |         |         |           |
| Fill Permit  | \$75.75*  |         |         |           |
| Sign permit (for signs not requiring structural review) (3-27-06)  | \$55.55*  |         |         |           |
| Conditional Use Permit   | \$505.00*   |         |         |           |
| Conditional Use Permit-General Sales and Service with a building footprint greater than 70,000 s.f. (5-14-07-Res. 07-35) | Total Actual Cost Incurred by the City (\$3,500 deposit required via escrow agreement)                                  |         |         |           |
| Environmental Assessment Worksheet preparation, review and processing  | Total Actual Cost Incurred by the City (\$10,000 deposit required via escrow agreement) (amended fee schedule 10/24/05) |         |         |           |
| Subdivision  | \$2,525.00*   |         |         |           |
| Minor Subdivision  | \$1,200.00  |         |         |           |
| Payment in Lieu of Commercial Land Dedication  | \$135.00 per Worker   |         |         |           |
| Planned Unit Development   | \$2,525.00*   |         |         |           |
| Rezoning or zoning Text Amendment  | \$505.00*   |         |         |           |
| Variance   | \$252.50*   |         |         |           |
| Right-of-Way/Easement Vacation<br>(Excluding vacations associated with new subdivisions)                                 | \$505.00*   |         |         |           |

Adopted by the City Council this 22<sup>nd</sup> day of June 2015.

\_\_\_\_\_  
Dale Adams, Mayor

ATTEST:



---

Kim Gibeau, City Clerk

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

DRAFT

**Eric Trast**

---

**From:** Travis Cole  
**Sent:** Tuesday, June 09, 2015 3:47 PM  
**To:** Aurimy Groom; Rob Mattei; Eric Trast  
**Subject:** Fwd: Surcharge fee reduced July 2015

FYI

Sent from my iPhone

Begin forwarded message:

**From:** "Scott McLellan, Director/State Building Official, Construction Codes & Licensing Division" <[lyndy.lutz@state.mn.us](mailto:lyndy.lutz@state.mn.us)>  
**Date:** June 9, 2015 at 3:35:33 PM CDT  
**To:** <[tcole@ci.grand-rapids.mn.us](mailto:tcole@ci.grand-rapids.mn.us)>  
**Subject:** **Surcharge fee reduced July 2015**  
**Reply-To:** <[lyndy.lutz@state.mn.us](mailto:lyndy.lutz@state.mn.us)>

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443 Lafayette Road N.  
St. Paul, Minnesota 55155  
[www.dli.mn.gov](http://www.dli.mn.gov)



MINNESOTA DEPARTMENT OF  
**LABOR & INDUSTRY**  
CONSTRUCTION CODES AND LICENSING

(651) 284-5005  
1-800-342-5354

**Construction Codes and Licensing Division (CCLD)**

**June 9, 2015**

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**Minnesota Building Official**

**Surcharge fee reduced**

Beginning on July 1, 2015, the state surcharge applied to "fixed fee" building permits changes from \$5 for each fixed fee permit to \$1 for each fixed fee permit.

The second paragraph of Minnesota Statutes 326B.148, SURCHARGE, outlines the change: Subdivision 1. Computation.

*...If the fee for the permit issued is fixed in amount the surcharge is equivalent to one-half mill (.0005) of the fee or \$1, except that effective July 1, 2010, until*

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The CCLD Review is a quarterly publication of the Minnesota Department of Labor and Industry. Its purpose is to promote safe, healthy work and living environments in Minnesota and to inform construction and code professionals about the purpose, plans and progress of Construction Codes and Licensing Division.

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June 30, 2015, the permit surcharge is equivalent to one-half mill (.0005) of the fee or \$5, whichever amount is greater. View the entire section at: <https://www.revisor.mn.gov/statutes/?id=326B.148>

For questions about the change, contact Cindy Chapel at (651) 284-5878 or [Cynthia.Chapel@state.mn.us](mailto:Cynthia.Chapel@state.mn.us)

**Building Officials attend Forum**

More than 60 building officials and others participated in a forum June 5 at Camp Ripley. The discussion was upbeat and productive and breakfast with coffee didn't hurt. While the meeting appeared to be a short-term success, we hope that the discussion will result in real long-term solutions. More to come.

Scott McLellan  
Director/State Building Official  
Construction Codes and Licensing Division  
Minnesota Department of Labor and Industry

If you have any questions or concerns, contact [Lyndy.Lutz@state.mn.us](mailto:Lyndy.Lutz@state.mn.us)

**Forward this email**

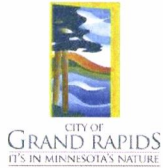


This email was sent to [tcole@ci.grand-rapids.mn.us](mailto:tcole@ci.grand-rapids.mn.us) by [lyndy.lutz@state.mn.us](mailto:lyndy.lutz@state.mn.us)  
[Update Profile/Email Address](#) Rapid removal with [SafeUnsubscribe™](#) [Privacy Policy](#).





Construction Codes & Licensing Division, Department of Labor and Industry 443 Lafayette Road N. St. Paul  
MN 55155



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1428      **Version:** 1      **Name:** Retirement of Rick Luoma from the Grand Rapids Fire Department.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/16/2015      **In control:** City Council  
**On agenda:** 6/22/2015      **Final action:**  
**Title:** Retirement of Rick Luoma from the Grand Rapids Fire Department.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Luoma letter of retirement](#)

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

Retirement of Rick Luoma from the Grand Rapids Fire Department.

### **Background Information:**

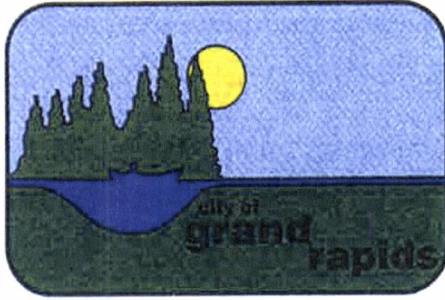
Rick Luoma, Firefighter, has given his notice of retirement effective June 29, 2015, which happens to be a milestone birthday for him. Rick was hired as a firefighter on November 10, 1993. Rick was appointed Fire Inspector effective April 1, 2004, a position he held until February 27, 2007. One of the first things Rick did in 2004 was to get the City to adopt the International Fire Code. In doing the inspections, he found that there were, in fact, many Fire Code violations occurring in the City. Most of the violations occurred not because of neglect, but because of the lack of education. Rick spent many hours educating property owners and worked hard to gain the owners' trust by treating people fairly and having a good understanding of the barriers there may have been in fixing the violations. When Rick needed to resign from the position, he was instrumental in training the next Fire Inspector to allow for continued success. The position has now been merged with the Building Inspector. Since resigning from the Fire Inspector position, Rick has maintained his status as a Firefighter where his experience and education has been beneficial to the newer firefighters.

### **Staff Recommendation:**

Fire Chief Mike Liebel and Human Resources Director Lynn DeGrio are recommending accepting the notice of retirement from Rick Luoma, Firefighter, with the expression of gratitude towards the services rendered to the City during the past 22 years and on behalf of City staff would like to wish Rick continued success.

### **Requested City Council Action**

Consider accepting the notice of retirement from Rick Luoma from the position of Firefighter with Grand Rapids Fire Department effective June 29, 2015.



## FIRE DEPARTMENT



420 North Pokegama Avenue  
Grand Rapids, Minnesota 55744-2662

June 9, 2015

City of Grand Rapids and the Grand Rapids Fire Department:

After 21 and a half years on the Fire Department it is time to retire. On June 29, 2015 I will officially retire from the Grand Rapids Fire Department.

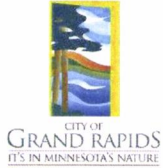
I would like to thank the City of Grand Rapids, the Grand Rapids Fire Department and all the firefighters I have served with over the years. I have met a lot of people, been to a lot of places, and done a lot of things I would not have been able to do.

I have enjoyed serving the City of Grand Rapids. I wish everyone all the best and be safe. Remember that you didn't create the situation you are there to make it better.

Sincerely,

Rick Luoma  
Grand Rapids Fire Department.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

---

**File #:** 15-1429      **Version:** 1      **Name:** Temp Liquor Application  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/17/2015      **In control:** City Council  
**On agenda:** 6/22/2015      **Final action:**  
**Title:** Approve temporary liquor license for the Grand Rapids Players for event to be held on Wednesday, July 29, 2015 at Showboat Landing.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Grand Rapids Players Temp Liquor](#)

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

Approve temporary liquor license for the Grand Rapids Players for event to be held on Wednesday, July 29, 2015 at Showboat Landing.

**Background Information:**

The Grand Rapids Players have submitted an application for a temporary liquor license for an event on July 29, 2015 at the Showboat Landing. Insurance requirement has been met and fee has been received.

**Staff Recommendation:**

Approve temporary liquor license.

**Requested City Council Action**

Approve temporary liquor license for the Grand Rapids Players for event to be held on Wednesday, July 29, 2015 at Showboat Landing.



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

|  |  |   |                                   |
|--|--|---|-----------------------------------|
| Name of organization<br><b>Grand Rapids Players</b>            |  | Date organized<br>1965  | Tax exempt number<br>416053919    |
| Address<br>PO BOX 26   |  | City<br>Grand Rapids  | State<br>Minnesota                |
|  |  | Zip Code<br>55744   |                                   |
| Name of person making application<br>John Schroeder            |  | Business phone<br>218-326-4434  | Home phone<br>218-398-7806 (cell) |
| Date(s) of event<br>July 29, 30, 31, August 1                  |  | Type of organization<br><input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit |                                   |
| Organization officer's name<br><b>X Sharon Marty-Rasmussen</b> |  | City<br>Grand Rapids  | State<br>Minnesota                |
|  |  | Zip<br>55744  |                                   |
| <input type="button" value="Add New Officer"/>                 |  |   |                                   |

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

**Showboat Landing, 121 NW 16th Ave, Grand Rapids, MN 55744**

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

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

**Great Lakes Insurance Agency/West Bend Mutual \$1,000,000**

APPROVAL

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

|                 |                            |
|-----------------|----------------------------|
| City/County     | Date Approved              |
| City Fee Amount | Permit Date                |
| Date Fee Paid   | City/County E-mail Address |

Signature City Clerk or County Official

Approved Director Alcohol and Gambling Enforcement

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

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



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

|  |   |                   |          |
|--|---|-------------------|----------|
| Name of organization                           | Date organized  | Tax exempt number |          |
| Grand Rapids Players                           | 1965  | 416053919         |          |
| Address  | City  | State             | Zip Code |
| Po Box 26                                      | Grand Rapids  | Minnesota         | 55744    |
| Name of person making application              | Business phone  | Home phone        |          |
| John Schroeder                                 | 218 326-4434  | 218 398-7800      |          |
| Date(s) of event                               | Type of organization  |                   |          |
| July 29, 2015                                  | <input type="checkbox"/> Club <input type="checkbox"/> Charitable <input type="checkbox"/> Religious <input checked="" type="checkbox"/> Other non-profit |                   |          |
| Organization officer's name                    | City  | State             | Zip      |
| X Sharon Marty-Rasmussen                       | Grand Rapids  | Minnesota         | 55744    |
| <input type="button" value="Add New Officer"/> |   |                   |          |

Location where permit will be used. If an outdoor area, describe.  
Shawbeat Landing, 121 New 16<sup>th</sup> Ave, Grand Rapids, MN 55744

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

If the applicant will carry liquor liability insurance please provide the carrier's name and amount of coverage.  
Great Lakes Insurance Agency/West Bend Mutual \$1,000,000

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

|                 |               |
|-----------------|---------------|
| City/County     | Date Approved |
| City Fee Amount | Permit Date   |
| Date Fee Paid   |               |

Signature City Clerk or County Official \_\_\_\_\_ Approved Director Alcohol and Gambling Enforcement \_\_\_\_\_  
NOTE: Submit this form to the city or county 30 days prior to event. Forward application signed by city and/or county to the address above. If the application is approved the Alcohol and Gambling Enforcement Division will return this application to be used as the permit for the event.





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/16/2015

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

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

|   |   |                  |        |
|---|---|------------------|--------|
| PRODUCER<br>Great Lakes Insurance Agency<br>5 North 13th Street<br>Cloquet MN 55720 | CONTACT NAME<br>Producer HOUSE          | FAX<br>(A/C No.) |        |
|   | PHONE<br>(A/C No., Ext.) (218) 879-9913 |                  |        |
| INSURED<br>GRAND RAPIDS PLAYERS, INC<br>PO BOX 26<br>GRAND RAPIDS MN 55744          | INSURER(S) AFFORDING COVERAGE           |                  | NAIC # |
|   | INSURER A                               | West Bend Mutual | 15350  |
|   | INSURER B                               |                  |        |
|   | INSURER C                               |                  |        |
|   | INSURER D                               |                  |        |
|   | INSURER E                               |                  |        |

## COVERAGES

CERTIFICATE NUMBER: CL1531200485

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE   | ADD'L SUBR INSR, WVD   | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |
|----------|---|--|---------------|-------------------------|-------------------------|--|
| A        | GENERAL LIABILITY<br><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR   |  | NSO2044252    | 10/16/2014              | 10/16/2015              | EACH OCCURRENCE \$ 1,000,000<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$ 1,000,000<br>GENERAL AGGREGATE \$ 2,000,000<br>PRODUCTS (COMBOP AGG) \$ 2,000,000<br>GENL AGGREGATE LIMIT APPLIES PER<br><input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |
|          | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS |  |               |                         |                         |  |
|          | UMBRELLA LIAB<br><input type="checkbox"/> EXCESS LIAB<br>DED <input type="checkbox"/> RETENTION \$  | <input type="checkbox"/> OCCUR<br><input type="checkbox"/> CLAIMS-MADE |               |                         |                         | EACH OCCURRENCE \$<br>AGGREGATE \$   |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/ MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | <input type="checkbox"/> Y <input type="checkbox"/> N                  | N/A           |                         |                         | STATE OF NH<br>POLICY LIMITS \$<br>POLICY LIMITS \$<br>POLICY LIMITS \$  |
| A        | Liquor Liability  |  | NSO2044252    | 10/16/2014              | 10/16/2015              | 1,000,000  |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Location of event: Showboat Landing, 121 16th Ave. NW, Grand Rapids, MN, 55744

## CERTIFICATE HOLDER

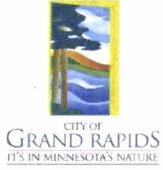
## CANCELLATION

Showboat Landing  
121 16th Ave. NW  
Grand Rapids, MN 55744

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Don Lathrop Jr. /DON



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1431      **Version:** 1      **Name:** Request by the Police Department to adopt a resolution accepting a donation of 12 bags of dog food with a value of \$940.68, \$78.39 per bag from North Country Veterinary Clinic.

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

**File created:** 6/17/2015      **In control:** City Council

**On agenda:** 6/22/2015      **Final action:**

**Title:** Request by the Police Department to adopt a resolution accepting a donation of 12 bags of dog food with a value of \$940.68, \$78.39 per bag from North Country Veterinary Clinic.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [PD Res Accept Donation from Vet clinic](#)

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

Request by the Police Department to adopt a resolution accepting a donation of 12 bags of dog food with a value of \$940.68, \$78.39 per bag from North Country Veterinary Clinic.

**Background Information:**

The Police Department uses North Country Veterinary Clinic for Vet services for our K-9 Officer Radar. North Country Veterinary Clinic would like to donate 12 large Breed bags of Royal Canin dog food to our K-9 program with a total value of \$940.68.

**Staff Recommendation:**

It is staff's recommendation that the City Council Adopt a resolution accepting this donation in the amount of \$940.68 from North Country Veterinary Clinic for 12 bags of Royal Canin dog food.

**Requested City Council Action**

If the City Council so desires, consider adopting a resolution accepting 12 bags of Royal Canin dog food for our K-9 program in the amount of \$940.68.

Councilor            introduced the following resolution and moved for its adoption:

RESOLUTION NO. 15 -

A RESOLUTION ACCEPTING A DONATION OF 12 BAGS OF DOG FOOD FROM THE  
NORTH COUNTY VETERINARY CLINIC TO THE GRAND RAPIDS POLICE  
DEPARTMENT DOMESTIC ANIMAL CONTROL FACILITY

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:

- 12 bags of dog food with a value of \$78.39 per bag from North Country Veterinary Clinic.

Adopted this 22<sup>nd</sup> day of June, 2015

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Dale C. Adams, Mayor

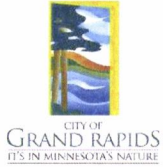
Attest:

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Kimberly Gibeau, City Clerk

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





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

|                       |   |                      |   |                      |                      |
|-----------------------|---|----------------------|---|----------------------|----------------------|
| <b>File #:</b>        | 15-1432   | <b>Version:</b>      | 1 | <b>Name:</b>         | FFY 15 Grant Request |
| <b>Type:</b>          | Agenda Item   | <b>Status:</b>       |   | <b>Status:</b>       | Consent Agenda       |
| <b>File created:</b>  | 6/17/2015   | <b>In control:</b>   |   | <b>In control:</b>   | City Council         |
| <b>On agenda:</b>     | 6/22/2015   | <b>Final action:</b> |   | <b>Final action:</b> |                      |
| <b>Title:</b>         | Consider authorizing City Staff to request a grant from the Federal Aviation Administration (FAA) in the amount of \$466,947 and a grant from the MnDOT Office of Aeronautics in the amount of \$25,941.50 for the Grand Rapids - Itasca County Airport for Federal Fiscal Year 2015. |                      |   |                      |                      |
| <b>Sponsors:</b>      |   |                      |   |                      |                      |
| <b>Indexes:</b>       |   |                      |   |                      |                      |
| <b>Code sections:</b> |   |                      |   |                      |                      |
| <b>Attachments:</b>   | <a href="#">6-22-15 Attachment FFY 2015 Grant Request Letter.pdf</a>  |                      |   |                      |                      |

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

Consider authorizing City Staff to request a grant from the Federal Aviation Administration (FAA) in the amount of \$466,947 and a grant from the MnDOT Office of Aeronautics in the amount of \$25,941.50 for the Grand Rapids - Itasca County Airport for Federal Fiscal Year 2015.

### **Background Information:**

The FAA and MnDOT Aeronautics provide funding assistance to local agencies on airport projects. Currently, the federal participation is 90%, the state participation is 5%, and the City and County each contribute 2.5% of the project cost. The attached letter itemizes the 3 projects included in the grant request with their costs. The total FFY 15 project cost is \$518,830.00 so the federal request is \$466,947 (90%), the state request is \$25,941.50 (5%), and then the City and the County will each be responsible for \$12,970.75 (2.5%).

### **Staff Recommendation:**

City Staff recommends authorizing City Staff to request a grant from the Federal Aviation Administration (FAA) in the amount of \$466,947 and a grant from the MnDOT Office of Aeronautics in the amount of \$25,941.50 for the Grand Rapids - Itasca County Airport for Federal Fiscal Year 2015.

### **Requested City Council Action**

Consider authorizing City Staff to request a grant from the Federal Aviation Administration (FAA) in the amount of \$466,947 and a grant from the MnDOT Office of Aeronautics in the amount of \$25,941.50 for the Grand Rapids - Itasca County Airport for Federal Fiscal Year 2015.



June 22, 2014

RE: Grand Rapids – Itasca County Airport  
FY 2015 Federal Grant Request

Don Berre  
Regional Airport Engineer  
Minnesota Department of Transportation  
Office of Aeronautics  
222 East Plato Blvd.  
St. Paul, MN 55107

Dear Mr. Berre:

The City of Grand Rapids is requesting a grant from the Federal Aviation Administration (FAA) for the Grand Rapids – Itasca County Airport for Federal Fiscal Year 2015. The grant request is for the 2015 Crack Seal Project and Master Plan. Associated costs with this project are as follows:

|  |                      |
|--|----------------------|
| <b>Crack Seal Project</b>                          |                      |
| Construction (Fahrner Asphalt Sealers)             | \$ 107,630.00        |
| Design Engineering (SEH)                           | \$ 16,100.00         |
| Construction Engineering and Administration (SEH)  | \$ 17,000.00         |
| <b>Master Plan (SEH)</b>                           | \$ 368,100.00        |
| <b>Obstruction Removal (SEH)</b>                   | \$ 5,000.00          |
| <b>Administrative Costs (City of Grand Rapids)</b> | \$ 5,000.00          |
| <b>TOTAL PROJECT COSTS:</b>                        | <b>\$ 518,830.00</b> |

The City of Grand Rapids is requesting federal participation for this project at 90 percent, for a total grant request of \$466,947.00.

Additionally, the City is requesting state funding for 5 percent of the total project costs, or approximately \$25,941.50.

Please contact me if you have any questions.

Sincerely,

Julie Kennedy, PE  
City of Grand Rapids

Cc: Benita Crow, PE, SEH





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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1433      **Version:** 1      **Name:** Cohasset Tioga Letter of Support  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/18/2015      **In control:** City Council  
**On agenda:** 6/22/2015      **Final action:**  
**Title:** A letter of support to the City of Cohasset to designate the Tioga Mine Recreation Area as being regionally significant.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [6-22-15 Cohasset letter of support.pdf](#)

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

A letter of support to the City of Cohasset to designate the Tioga Mine Recreation Area as being regionally significant.

**Background Information:**

The City of Cohasset is requesting that the Greater MN Regional Parks and Trails Commission designate the Tioga Mine Recreation Area as being regionally significant. If designated, it will open up additional grant funding opportunities to further enhance the park area.

**Staff Recommendation:**

City staff recommends approving the attached letter of support.

**Requested City Council Action**

Consider approving the attached letter of support.



June 22, 2015

Mr. Max Peters  
City Administrator  
305 NW 1<sup>st</sup> Avenue  
Cohasset, MN 55721

Re: Letter of Support for Tioga Mine Recreation Area – Cohasset, Minnesota

Dear Mr. Peters;

The City of Grand Rapids, located on the east boarder of the City of Cohasset, fully supports the Cohasset's goal of having the Tioga Mine Recreation Area designated as being regionally significant.

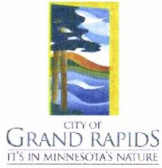
Although we are two separate incorporated cities, our residents, businesses, and governments, live, collaborate, utilize public resources, and support each other on a daily basis. Having this recreation area designated would only enhance the recreation opportunities and improve its attractiveness to residents and tourists.

Our City's Comprehensive Plan has a goal to connect our trail systems, containing over 50 miles, with connection to the Mesabi Trail, to Cohasset's Tioga Trail that leads to the Tioga Mine Recreation Area, further enhancing the regional trail system and the significance that the recreation area brings to our communities.

This letter of support was unanimously supported by our City Council and we look forward to continued development of the Tioga Mine Recreation Area.

Best Regards,

Dale Adams, Mayor



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1435      **Version:** 1      **Name:** Sedore Resignaton  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 6/18/2015      **In control:** City Council  
**On agenda:** 6/22/2015      **Final action:**  
**Title:** Accept resignation of Katherine Sedore from the Grand Rapids Planning Commission and authorize staff to begin the process of filling the vacancy.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Sedore - Resignation](#)

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

Accept resignation of Katherine Sedore from the Grand Rapids Planning Commission and authorize staff to begin the process of filling the vacancy.

**Background Information:**

Katherine Sedore has served on the Planning Commission since her appointment November 25, 2013, when she stepped in to fill an unexpired term. Ms. Sedore has submitted her resignation, attached for your review, effective immediately. Staff would like to begin the process of advertising to fill the vacancy as soon as possible.

**Staff Recommendation:**

Accept resignation and authorize advertising to fill the vacancy.

**Requested City Council Action**

Accept resignation of Katherine Sedore from the Grand Rapids Planning Commission and authorize staff to begin the process of filling the vacancy.



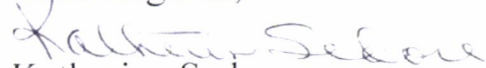
June 17, 2015

To Rob Mattei,

Because of a change in my family circumstances, I am unable to attend most Planning and Zoning commission meetings. It is therefore, I feel it is in the best interest of the commission that I vacate my seat on the commission and resign from the Grand Rapids Planning and Zoning Commission as of June 18, 2015.

It has been a pleasure to serve as a member of the Grand Rapids Planning and Zoning Commission for the past year and a half and I thank you for having been given this opportunity.

Kind Regards,



Katherine Sedore

1104 NW 2<sup>nd</sup> Avenue

Grand Rapids, MN 55744



# CITY OF GRAND RAPIDS

## Legislative Master

File Number: 15-1438

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|  |                          |                                 |
|--|--------------------------|---------------------------------|
| <b>File ID:</b> 15-1438                    | <b>Type:</b> Agenda Item | <b>Status:</b> Consent Agenda   |
| <b>Version:</b> 1                          | <b>Reference:</b>        | <b>In Control:</b> City Council |
|  |                          | <b>File Created:</b> 06/22/2015 |
| <b>File Name:</b> GRAHA Fireworks Donation |                          | <b>Final Action:</b>            |

**Title:** A resolution accepting a \$100 donation from Grand Rapids Amateur Hockey Association (GRAHA) Gambling to be utilized on Fourth of July Fireworks at Pokegama Lake.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** GRAHA Fireworks Resolution

**Enactment Number:**

**Contact:**

**Hearing Date:**

**Drafter:** Tom Pagel

**Effective Date:**

### History of Legislative File

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| Ver-<br>sion: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return<br>Date: | Result: |
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|
|---------------|--------------|-------|---------|----------|-----------|-----------------|---------|

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### Text of Legislative File 15-1438

A resolution accepting a \$100 donation from Grand Rapids Amateur Hockey Association (GRAHA) Gambling to be utilized on Fourth of July Fireworks at Pokegama Lake.

**Background Information:**

GRAHA Gambling would like to donate \$100 to the City for use on Fourth of July Fireworks at Pokegama Lake. The attached resolution formally accepts the donation.

**Staff Recommendation:**

City staff is recommending a resolution accepting a \$100 donation from GRAHA Gambling to be utilized on Fourth of July Fireworks at Pokegama Lake.

**Requested City Council Action**

Consider a resolution accepting a \$100 donation from GRAHA Gambling to be utilized on Fourth of July Fireworks at Pokegama Lake.

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

RESOLUTION NO. 15-

A RESOLUTION ACCEPTING A \$100 DONATION FROM THE GRAND RAPIDS AMATEUR HOCKEY ASSOCIATION (GRAHA) FOR THE INDEPENDENCE DAY FIREWORKS AT POKEGAMA LAKE

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

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

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

- The Grand Rapids Amateur Hockey Association (GRAHA) has donated \$100 to be used toward the 4<sup>th</sup> of July Fireworks at Pokegama Lake.

Adopted this 22nd day of June 2015.

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Dale C. Adams, Mayor

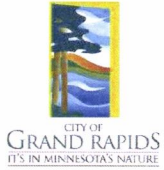
Attest:

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Kim 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 #:** 15-1430      **Version:** 1      **Name:** Board & Commission Minutes  
**Type:** Minutes      **Status:** Approved  
**File created:** 6/17/2015      **In control:** City Council  
**On agenda:** 6/22/2015      **Final action:**  
**Title:** Acknowledge minutes for Boards & Commissions.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [March 18, 2015 PUC Regular Meeting](#)  
[March 30, 2015 Joint PUC & Council Meeting](#)  
[April 15, 2015 PUC Regular Meeting](#)  
[April 23, 2015 PUC Special Meeting](#)  
[April 30, 2015 Joint PUC & Council Meeting](#)  
[April 30, 2015 PUC Special Meeting](#)  
[May 5, 2015 Arts & Culture minutes](#)  
[May 19, 2015 Golf Board minutes](#)

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

Acknowledge minutes for Boards & Commissions.

A regular meeting of the Grand Rapids Public Utilities Commission was held on March 18, 2015 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street.

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

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

President Welliver acknowledged the publication and posting of the change in meeting date.

Motion by Zabinski to approve the minutes of February 11, 2015 special meeting and the February 12, 2015 regular meeting. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

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

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

Public Forum: None present.

Commission Member Reports:

GRPUC Personnel Committee minutes were distributed to the Commission.

City Council Member and Commissioner Zabinski congratulated Commissioner Hodgson on his reappointment to the GRPUC. The Commissioner explained that the appointment was for a four year term and that future appointments to the GRPUC will be made so rotations on the Commission will avoid the possibility that two Commissioner's terms end in the same year.

Administration:

Motion by Hodgson to approve the contract between the GRPUC and Kootasca to designate up to \$50,000.00 of GRPUC Conservation Improvement Program Funds for Low Income Weatherization Projects for the year 2015. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.



Motion by Chandler to accept the retirement resignation of Mr. Kevin Roy, Wastewater Treatment Facility Operator, effective March 27, 2015. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to declare a vacancy exists and authorize the posting and/or advertising for a Wastewater Treatment Facility Operator, allowing consideration of applicants from the advertisement for the vacancy declared on February 12, 2015, since that vacancy was filled internally. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to declare a vacancy exists and authorize the posting and/or advertising to fill the position of Wastewater Treatment Facility Maintenance Foreman. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

President Welliver introduced two additional agenda items, at the request of General Manager Ward, as follows:

- Consider accepting the resignation of Richard Heinritz, Wastewater Treatment Facility Laboratory Operations Director.
- Consider accepting the resignation of Delbert Emerson, Wastewater Treatment Facility Truck Driver.

Motion by Hodgson to accept the resignation of Richard Heinritz, Wastewater Treatment Facility Laboratory Operations Director. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Lenius to accept the resignation of Delbert Emerson, Wastewater Treatment Facility Truck Driver. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to declare a vacancy exists and authorize the posting and/or advertising to fill the position of Wastewater Treatment Facility Laboratory Operations Director. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

General Manager Ward reviewed the 2010-2014 Minnesota Power bill summary with the Commission.



Accounting and Finance:

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

Electric Department:

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

Motion by Hodgson to approve the plans and specifications and authorize solicitation of quotes for the installation of the underground cable and for the installation of bridge conduit and cable hangers for the Feeder 320 Extension and the River Crossing Project. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted

Wastewater Treatment Facility Operations:

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

Water/Wastewater Collection:

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

Motion by Zabinski to approve a request from Cingular Wireless PCS, LLC for the Pending Modifications to the antennas located on the South Water Tower, and authorize signing the Letter of Consent. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Safety Training Procedures and Updates:

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

GRPUC Discussion/Correspondence:

APPA Webinar-Public Power's Unique Business Model and Governance Structure, February 12, 2015, Grand Rapids, MN –Anthony Ward, Jeremy Goodell, Tyanne Betts, Glen Hodgson.

Northern Minnesota Builder Association/Viking Electric Supply-“Tables of the NEC 2014” and Grounding vs. Bonding” Continuing Education, February 12-13, 2015, Grand Rapids, MN – Jim Foss.

MN Rural Water Association (MRWA) 31st Annual Water & Wastewater Technical Conference, March 3-5, 2015, St. Cloud, MN – James Bocinsky, Rich Heinritz, Doug Green.

Change Orders:

Motion by Chandler to approve Change Order #1 from GE/Dresser, Inc. for the Wastewater Treatment Facility Secondary Blower #4 Project in the amount of \$17,750.00. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Claims for Payment:

Motion by Lenius to approve a claim for payment in the amount of \$586.38 from Short Elliot Hendrickson, Inc. (SEH). Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Chandler, Zabinski and Lenius; Against: None; Abstained: Hodgson, whereby the motion was declared duly passed and adopted.

Motion by Chandler to approve Pay Request #1 from Plackner Tree Care for the 2015 Vegetation Control Contract #17 in the amount of \$27,253.13. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Hodgson to authorize the verified claims for payment in the amount of \$1,801,033.70 (\$1,288,283.04 computer checks and \$512,750.66 manual checks) per attached lists. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

The next regular Commission meeting is Wednesday, April 15, 2015 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street.

By call of the chair, the meeting was declared adjourned at 5:07 PM.

Attest:

\_\_\_\_\_  
Stephen R. Welliver, President

\_\_\_\_\_  
Gregory A. Chandler, Secretary



**GRAND RAPIDS  
PUBLIC UTILITIES COMMISSION  
ACCOUNTS PAYABLE  
FEBRUARY 2015**

| NAME                             | AMOUNT    | NAME                                | AMOUNT     |
|----------------------------------|-----------|-------------------------------------|------------|
| 1st Avenue Condos LLC            | 5,068.27  | Kaman Industrial Tech.              | 607.79     |
| ABM                              | 2,147.37  | KOZY                                | 588.00     |
| AE2S                             | 1,487.50  | L & M Supply                        | 997.58     |
| Advantage Systems Group          | 1,137.06  | Lano, O'Toole, Bengston             | 646.00     |
| Alcola Solutions Group           | 17,328.00 | Local- Boy                          | 408.57     |
| American Public Power Assoc      | 80.50     | Marco                               | 1,071.00   |
| AmeriPride Services              | 108.13    | Steve Mattson                       | 35.65      |
| Arrowhead Procure Insurance Pool | 440.00    | Mavo Systems                        | 1,100.00   |
| Autumn Creek Consulting          | 1,163.80  | McGrann Shea Carnival Straughn      | 1,256.25   |
| Baker Tilly Virchow Krause       | 2,365.00  | Microbiologics                      | 524.23     |
| Border States                    | 380.92    | Mielke Electronics                  | 101.44     |
| Burggraf's Ace Hardware          | 262.14    | Mind Tools                          | 494.00     |
| Busy Bees Quality Cleaning       | 1,858.00  | Minnesota Dept of Commerce          | 2,947.82   |
| Call Net                         | 995.00    | Minnesota Dept of Public Safety     | 200.00     |
| Carquest                         | 101.89    | Minnesot Municipal Utilities        | 71.00      |
| Casper Construction              | 4,579.50  | Minnesota Office of Enterprise Tech | 36.00      |
| Citi Lights                      | 277.00    | Minnesota Pollution Control Agency  | 14,750.00  |
| City of Grand Rapids             | 419.50    | Minnesota Power                     | 966,075.85 |
| Climate Makers                   | 261.00    | Neo Solutions                       | 33,634.19  |
| Cogsdale                         | 58,850.27 | Nextera                             | 595.29     |
| Cole Hardware                    | 458.48    | North Central Laboratories          | 920.62     |
| Compass Minerals                 | 2,602.48  | NTS                                 | 1,568.00   |
| Dakota Supply Group              | 4,332.87  | Northern Business Products          | 1,343.07   |
| Dales Autobody                   | 896.36    | Northern Drug Screening             | 18.00      |
| Davis Oil                        | 852.01    | Northern Minnesota Builders Asso    | 250.00     |
| DCR Communications Inc           | 262.50    | Nuch's in the Corner                | 82.00      |
| Deer River Hired Hands, Inc      | 15.00     | Otis                                | 1,672.80   |
| DeZurik Inc.                     | 20,118.00 | Pace Analytical                     | 1,636.80   |
| Door Service                     | 1,530.85  | Paul Haddix Locksmithing            | 10.00      |
| Dennis Doyle                     | 55.78     | Personnel Dynamics                  | 14,560.91  |
| Energy Insight Inc.              | 4,645.46  | Plackner Tree Care                  | 774.84     |
| EPG Companies                    | 5,763.80  | Pokegama Electric Inc               | 2,587.85   |
| Era Laboratories                 | 250.00    | Public Utilities Commission         | 6,619.13   |
| Express Employment Professionals | 2,053.36  | Quality Flow Systems                | 6,378.00   |
| Fastenal Company                 | 36.90     | R & K Hillman                       | 228.00     |
| Figgins Truck & Trailer Repair   | 985.22    | Radtke Trucking                     | 10,697.12  |
| Tony Flinck-Devries              | 19.90     | Rapids Ford                         | 447.14     |
| Gopher State One-Call            | 21.75     | Rapid Pest Control                  | 92.50      |
| Grainger                         | 1,341.50  | Red Rock Radio Corp                 | 472.00     |
| Grand Rapids Herald Review       | 60.00     | Resco                               | 3,092.33   |
| Grand Rapids Newspapers          | 582.50    | Rides LLC                           | 159.99     |
| Grand Rapids United Methodist    | 787.89    | River Road Market                   | 1,329.58   |
| HD Waterworks Supply             | 1,731.87  | Sandstroms                          | 311.57     |
| Hach                             | 4,055.15  | Scheck Industrial                   | 10,485.39  |
| Harris Computer Systems          | 3,275.00  | SelectAccount                       | 157.60     |
| Hawkins Inc                      | 9,723.27  | Shaw Florists                       | 69.47      |
| Hawkinson Sand & Gravel          | 34.27     | Source Water Solutions              | 1,267.50   |
| Itasca Computer Resources        | 5,485.60  | Stuart Irby                         | 2,358.04   |
| Itasca County Farm Service       | 1,917.00  | Viking Electric Supply              | 427.71     |
| Itasca County Recorder           | 230.00    | Virden Automation Inc               | 585.00     |
| Itasca County Treasurer          | 1,279.92  | Waste Management                    | 1,045.19   |
| Job HQ                           | 1,063.76  | Wells Fargo Business Cards          | 2,829.24   |



**GRAND RAPIDS  
PUBLIC UTILITIES COMMISSION  
ACCOUNTS PAYABLE  
FEBRUARY 2015**

| <b>NAME</b>                   | <b>AMOUNT</b>       | <b>NAME</b> | <b>AMOUNT</b> |
|-------------------------------|---------------------|-------------|---------------|
| Wesco                         | 7,154.97            |             |               |
| Wisconsin Energy Conservation | 843.46              |             |               |
| Works Computing               | 2,187.45            |             |               |
| WP & RS Mars                  | 1,526.46            |             |               |
| Xerox                         | 43.35               |             |               |
| Energy Star Rebates:          |                     |             |               |
| Jon & Shannah How             | 130.00              |             |               |
| <b>TOTAL</b>                  | <u>1,288,283.04</u> |             |               |
| SEH                           | 586.38              |             |               |

**PUBLIC UTILITIES COMMISSION  
MANUAL CHECK REGISTER - FEBRUARY 2015**

| <b>Date</b> | <b>Check</b> | <b>Vendor Name</b>                      | <b>Amount</b> |
|-------------|--------------|---|---------------|
| 2/2/2015    | 2753         | Wells Fargo Corporate Trust             | 113,868.75    |
| 2/2/2015    | 2754         | Selectaccount                           | 1,934.78      |
| 2/2/2015    | 2755         | Delta Dental of Minnesota               | 3,557.00      |
| 2/6/2015    | 2756         | Minnesota Dept. of Revenue              | 3,581.08      |
| 2/6/2015    | 2757         | Wells Fargo Bank                        | 22,240.39     |
| 2/6/2015    | 2758         | Public Employees Retirement Association | 12,798.13     |
| 2/6/2015    | 2759         | ING Institutional Plan Service LLC      | 6,663.40      |
| 2/6/2015    | 2760         | Selectaccount                           | 80.00         |
| 2/18/2015   | 2761         | MN Public Facilities Authority          | 5,198.40      |
| 2/18/2015   | 2762         | Wells Fargo Corporate Trust             | 25,187.36     |
| 2/20/2015   | 2763         | Minnesota Dept. of Revenue              | 3,643.38      |
| 2/20/2015   | 2764         | Wells Fargo Bank                        | 22,703.56     |
| 2/20/2015   | 2765         | ING Institutional Plan Service LLC      | 6,836.92      |
| 2/20/2015   | 2766         | Public Employees Retirement Association | 13,004.32     |
| 2/12/2015   | 2767         | Selectaccount                           | 2,350.39      |
| 2/16/2015   | 2768         | Selectaccount                           | 624.33        |
| 2/19/2015   | 2769         | Selectaccount                           | 2,350.39      |
| 2/20/2015   | 2770         | Minnesota Department of Revenue         | 64,051.00     |
| 2/27/2015   | 2771         | Selectaccount                           | 1,084.93      |
| 2/27/2015   | 2772         | Blue Cross Blue Shield                  | 49,263.26     |
| 2/2/2015    | 66398        | Customer Refunds- Utility Accounts      | 77.12         |
| 2/2/2015    | 66399        | U.S. Post Office                        | 823.14        |
| 2/6/2015    | 66400        | Minnesota Rural Water Association       | 225.00        |
| 2/6/2015    | 66401        | United Parcel Service                   | 123.67        |
| 2/6/2015    | 66402        | Verizon Wireless                        | 240.57        |
| 2/6/2015    | 66404        | Minnesota Pollution Control Agency      | 1,575.00      |
| 2/6/2015    | 66405        | Fox, Richard                            | 267.95        |
| 2/6/2015    | 66406        | Standard Insurance Company              | 927.25        |
| 2/6/2015    | 66407        | U.S. Post Office                        | 693.05        |
| 2/9/2015    | 66408        | Customer Refunds- Utility Accounts      | 135.25        |
| 2/6/2015    | 66409        | MN Child Support Payment Center         | 659.88        |
| 2/6/2015    | 66410        | Prudential Group Insurance              | 1,693.75      |
| 2/12/2015   | 66411        | Minnesota Energy Resources Corp.        | 16.36         |
| 2/12/2015   | 66412        | Fox, Richard                            | 248.98        |
| 2/12/2015   | 66413        | Minnesota Pollution Control Agency      | 23.00         |
| 2/12/2015   | 66414        | United Parcel Service                   | 24.68         |
| 2/17/2015   | 66415        | U.S. Post Office                        | 596.18        |
| 2/20/2015   | 66416        | Minnesota Benefit Association           | 158.65        |
| 2/20/2015   | 66417        | Minnesota Council 65                    | 1,824.00      |
| 2/20/2015   | 66418        | MN NCPERS Life Insurance                | 272.00        |
| 2/20/2015   | 66419        | MN Child Support Payment Center         | 659.88        |
| 2/20/2015   | 66420        | Dickie, Brett                           | 352.09        |
| 2/20/2015   | 66421        | Selectaccount                           | 715.20        |
| 2/23/2015   | 66422        | Dickie, Brett                           | 96.00         |
| 2/23/2015   | 66423        | Hunt Electric Corporation               | 7,831.00      |
| 2/25/2015   | 66424        | Flannigan, Chris                        | 140.00        |
| 2/27/2015   | 66534        | Wells Fargo Bank                        | 5,000.00      |
| 2/25/2015   | 66535        | U.S. Post Office                        | 789.38        |
| 2/26/2015   | 66536        | City of LaPrairie                       | 13,541.78     |
| 2/27/2015   | 66537        | City of Grand Rapids                    | 46,967.72     |

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**PUBLIC UTILITIES COMMISSION  
MANUAL CHECK REGISTER - FEBRUARY 2015**

| <b>Date</b> | <b>Check</b> | <b>Vendor Name</b>                    | <b>Amount</b>    |    |
|-------------|--------------|---------------------------------------|------------------|----|
| 2/27/2015   | 66538        | City of Grand Rapids                  | 72,333.33        |    |
| 2/27/2015   | 66539        | Bocinsky, James                       | 375.42           |    |
| 2/27/2015   | 66541        | Customer Refunds- Utility Accounts    | 152.61           |    |
|             |              | Previously approved Disbursements     | 7,831.00         | ** |
|             |              | February Manual Checks to be approved | 512,750.66       |    |
|             |              | Total Manual Checks                   | <hr/> 520,581.66 |    |



A Joint meeting of the Grand Rapids Public Utilities Commission and the Grand Rapids City Council was held on Monday, March 30, 2015 at 12:00 Noon in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street, Grand Rapids, MN.

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

Council Members present: Mayor Adams, Councilor Christy, Councilor Zeige.

Others present: GRPUC General Manager Ward, City Administrator Pagel, City Engineer Kennedy, GRPUC Administrative/HR Assistant Flannigan, Attorney Bengtson, David Valine, MN Energy Resources NE Region Operations Manager, and Pamela Sarvela, MN Energy Resources External Affairs Manager.

President Welliver acknowledged the posting of the special joint meeting date, time and purpose. The purpose of the meeting stated was to discuss the process or processes for providing natural gas service to citizens in unserved areas.

General Manager Ward, City Administrator Pagel and City Engineer Kennedy reviewed discussions they have had with Minnesota Energy Resources Corporation since the last joint meeting on November 24, 2014. Priority areas were determined based on population density and economic feasibility of the cost to serve the area. Three unserved areas identified as priorities are Remer DeSchepper Addition, Stoeke Maxwell Addition, and Strader/McGuire Additions.

City Engineer Kennedy gave a presentation natural gas service expansion to the priority areas. Discussion followed on potential savings to homeowners, funding possibilities for the contribution in aid of construction required, proposed legislation, and other funding assistance that may be available. Minnesota Energy Resources stated that the areas identified would not be economically feasible for them to pursue, and would not served without the involvement of the City of Grand Rapids.

A meeting with Grand Rapids Economic Development Authority will be scheduled by City staff to discuss options for entering into an agreement with Minnesota Energy Resources. Neighborhood meetings will be scheduled in April to survey potential customers and answer any question the residents in those areas may have regarding natural gas service. No formal action was taken at this time.

Upon a motion duly made and seconded, the meeting was adjourned at 1:10 PM.

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Stephen R. Welliver, President

Attest:

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Glen Hodgson, Secretary

A regular meeting of the Grand Rapids Public Utilities Commission was held on April 15, 2015 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street.

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

Members Absent: Commissioner Zabinski,

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

Motion by Lenius to approve the minutes of the March 18, 2015 regular meeting and the March 30, 2015 special meeting. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

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

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

Public Forum: None present.

Commission Member Reports:

Commissioner Hodgson and Commissioner Chandler presented a draft outline of the proposed timetable and work session topics for the management transition planning process they prepared on April 13, 2015. A special meeting/work session will be scheduled at the conclusion of this meeting to continue the discussion and move forward with the process.

Administration:

Motion by Hodgson to confirm the hiring of Mr. Kyle Potter for the position of Wastewater Plant Operator, effective April 15, 2015. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to declare a vacancy exists and authorize the posting and/or advertising for two Wastewater Treatment Plant Operators. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler and Lenius; Against: None, whereby the motion was declared duly passed and adopted.



Motion by Chandler to accept the retirement resignation of Mr. John Hachey, Journey Line Worker, effective May 31, 2015. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Hodgson to renew the Professional Services Agreement with Mr. John Miner, Collaboration Unlimited, including Exhibit A Fees for Services and Exhibit B Scope of Services, contingent upon review by General Manager Ward and Attorney Bengtson. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to authorize the sale of Truck # 73, a 2004 GMC Sierra 1/2 ton two-wheel drive pickup, through public bid. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

General Manager Ward reviewed the 2010-2014 Minnesota Power bill summary with the Commission.

Accounting and Finance:

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

Electric Department:

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

Wastewater Treatment Facility Operations:

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

Motion by Hodgson to approve the electrical portion of the Blower revamp project to be completed by Electrical Installation & Maintenance Company (EIM) for the low quote of \$9,170.00. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Water/Wastewater Collection:

General Manager Ward reviewed the March 2015 Operations Report with the Commission.



Safety Training Procedures and Updates:

General Manager Ward reviewed the safety initiatives for the month.

GRPUC Discussion/Correspondence:

CSWEA Wastewater School - 32 Innovative Approaches, February 10, 2015, St. Cloud, MN – Rick Fox.

MWOA Suburban Wastewater School, February 11, 2015, Forest Lake, MN – Rick Fox.

MMUA Cross Training School, February 25-27, 2015, Marshall, MN – Brett Dickie.

MMUA 2015 Meter School, March 11-13, 2015, Marshall, MN – Jason Blanchard, Jim Schmitt.

APPA Webinar-Legal Obligations, Duties and Responsibilities of Public Power Governing Boards, March 26, 2015, Grand Rapids, MN –Anthony Ward, Tyanne Betts, Greg Chandler.

Claims for Payment:

Motion by Lenius to approve Pay Request #2 from Plackner Tree Care for the 2015 Vegetation Control Contract #17 in the amount of \$43,605.00. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Hodgson to authorize the verified claims for payment in the amount of \$1,927,609.19 (\$1,217,304.66 computer checks and \$710,304.53 manual checks) per attached lists. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

A Special meeting/work session was scheduled for Thursday, April 23, 2015 at 12:00 Noon to review and discuss the management transition planning process.

The next regular Commission meeting is Wednesday, May 13, 2015 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street.

By call of the chair, the meeting was declared adjourned at 4:40 PM.

Attest:

\_\_\_\_\_  
Stephen R. Welliver, President

\_\_\_\_\_  
Gregory A. Chandler, Secretary

**PUBLIC UTILITIES COMMISSION  
ACCOUNTS PAYABLE**

MARCH 2015

| <b>NAME</b>                         | <b>AMOUNT</b> | <b>NAME</b>                        | <b>AMOUNT</b>       |
|-------------------------------------|---------------|------------------------------------|---------------------|
| Acheson Tire                        | 2,480.00      | Minnesota Pollution Control Agency | 691.33              |
| AE2S                                | 800.00        | Minnesota Power                    | 899,329.79          |
| Alcola Solutions Group              | 12,567.93     | Mobile Predictive Services         | 2,100.00            |
| American Payment Centers            | 142.00        | NAPA Auto Parts                    | 66.76               |
| AmeriPride Services                 | 108.86        | Neo Solutions                      | 11,196.47           |
| Arrow Embroidery                    | 82.90         | Nextera                            | 603.92              |
| Autumn Creek Consulting             | 2,582.80      | North Central Laboratories         | 1,684.17            |
| Baldwin Supply Company              | 1,687.84      | NTS                                | 1,937.72            |
| Border States                       | 11,984.79     | Northern Business Products         | 2,204.36            |
| Burggraf's Ace Hardware             | 177.01        | Northern Drug Screening            | 18.00               |
| Busy Bees Quality Cleaning          | 1,930.00      | Pace Analytical                    | 623.34              |
| Call Net                            | 995.00        | Personnel Dynamics                 | 8,465.92            |
| Carquest                            | 20.66         | Pitney Bowes                       | 2,616.03            |
| Casper Construction                 | 1,169.50      | Polydyne                           | 44,601.60           |
| Citi Lights                         | 78.50         | Post-Bulletin Company              | 1,569.80            |
| City of Grand Rapids                | 10,328.64     | Public Utilities Commission        | 8,202.29            |
| Cogsdale                            | 4,002.16      | Quality Flow Systems               | 12,660.00           |
| Cole Hardware                       | 607.41        | Radtke Trucking                    | 11,839.08           |
| Comfort Heating LLC                 | 240.00        | Railroad Management Co             | 2,810.26            |
| Commercial Asphalt Repair           | 400.00        | Rapids Welding Supply              | 88.00               |
| Compass Minerals                    | 5,306.74      | Red Rock Radio Corp                | 520.00              |
| Dakota Supply Group                 | 4,102.71      | Resco                              | 2,704.95            |
| Davis Oil                           | 643.39        | Rides LLC                          | 40.08               |
| Door Service                        | 157.90        | Rick Riordan                       | 93.49               |
| Energy Insight Inc.                 | 4,091.13      | River Road Market                  | 1,270.83            |
| Environmental Resource Assoc        | 875.67        | Sandstroms                         | 482.55              |
| Era Laboratories                    | 250.00        | Scooters Septic                    | 150.00              |
| Express Employment Professionals    | 529.80        | SelectAccount                      | 153.60              |
| Fastenal Company                    | 678.37        | Shaw Florists                      | 127.13              |
| Figgins Truck & Trailer Repair      | 1,374.30      | Seimens                            | 6,105.33            |
| Gopher State One-Call               | 29.00         | Silvertip Signs & Designs          | 131.00              |
| Grainger                            | 387.10        | Star Tribune                       | 3,444.20            |
| Grand Rapids Newspapers             | 504.20        | Stuart Irby                        | 131.36              |
| Graybar                             | 1,592.18      | Swanson Flo                        | 193.29              |
| Hach                                | 254.00        | T J Towing                         | 724.69              |
| Harcros                             | 31,173.40     | Team Marinucci                     | 30.00               |
| Hawkins Inc                         | 12,599.33     | Twin Ports Testing                 | 930.00              |
| Hibbing Tribune                     | 501.70        | Tyco Simplex Grinnell              | 727.41              |
| Hope Health                         | 36.20         | U S Post Office                    | 272.00              |
| Industrial Lubricant                | 97.00         | Van Bergen & Markson               | 162.40              |
| Itasca Computer Resources           | 2,405.00      | Viking Electric Supply             | 637.86              |
| Itasca County Farm Service          | 1,917.00      | Viking Industrial Center           | 69.00               |
| Itasca County Treasurer             | 1,462.20      | Virden Automation Inc              | 405.00              |
| Job HQ                              | 5,932.00      | Jeffry Walker, Country Treas       | 180.00              |
| KOZY                                | 743.22        | Waste Management                   | 1,092.73            |
| L & M Supply                        | 628.14        | Wells Fargo Business Cards         | 5,859.87            |
| Lano, O'Toole, Bengston             | 663.00        | Wesco                              | 9,937.29            |
| L H B Inc                           | 2,426.14      | Wisconsin Energy Conservation      | 1,095.96            |
| Local- Boy                          | 408.57        | Works Computing                    | 2,933.60            |
| Locators & Supplies Inc             | 161.11        | WP & RS Mars                       | 1,511.84            |
| L & S Electric                      | 19,802.00     | Xerox                              | 293.11              |
| Steve Mattson                       | 50.60         | Zee Medical                        | 64.40               |
| Minnesota Dept of Health            | 250.00        |                                    |                     |
| Minn Dept of Labor & Industry       | 100.00        | TOTAL                              | <u>1,217,304.66</u> |
| Minnesota Municipal Utilities       | 6,965.75      |                                    |                     |
| Minnesota Office of Enterprise Tect | 36.00         |                                    |                     |



**PUBLIC UTILITIES COMMISSION  
MARCH 2015 MANUAL CHECKBOOK**

| <b>Date</b> | <b>Check</b> | <b>Vendor Name</b>                      | <b>Amount</b> |
|-------------|--------------|---|---------------|
| 3/6/2015    | 2773         | Minnesota Dept. of Revenue              | 4,024.96      |
| 3/6/2015    | 2774         | Wells Fargo Bank                        | 24,596.36     |
| 3/6/2015    | 2775         | ING Institutional Plan Service LLC      | 7,167.49      |
| 3/6/2015    | 2776         | Public Employees Retirement Association | 13,787.90     |
| 3/2/2015    | 2777         | Selectaccount                           | 366.40        |
| 3/6/2015    | 2778         | Selectaccount                           | 2,350.39      |
| 3/2/2015    | 2779         | Delta Dental of Minnesota               | 3,557.00      |
| 3/17/2015   | 2780         | Minnesota Dept. of Revenue              | 304.10        |
| 3/17/2015   | 2781         | Wells Fargo Bank                        | 1,960.85      |
| 3/17/2015   | 2782         | ING Institutional Plan Service LLC      | 11,275.20     |
| 3/20/2015   | 2783         | Minnesota Department of Revenue         | 55,735.34     |
| 3/20/2015   | 2784         | Minnesota Department of Revenue         | 1,095.66      |
| 3/24/2015   | 2785         | Wells Fargo Bank                        | 23,635.82     |
| 3/24/2015   | 2786         | Minnesota Dept. of Revenue              | 4,583.07      |
| 3/24/2015   | 2787         | ING Institutional Plan Service LLC      | 6,769.09      |
| 3/24/2015   | 2788         | Public Employees Retirement Association | 13,194.80     |
| 3/11/2015   | 2789         | Selectaccount                           | 208.33        |
| 3/24/2015   | 2790         | Selectaccount                           | 147.77        |
| 3/16/2015   | 2791         | Selectaccount                           | 1,950.00      |
| 3/20/2015   | 2792         | Selectaccount                           | 2,310.39      |
| 3/30/2015   | 2793         | Selectaccount                           | 185.56        |
| 3/31/2015   | 2799         | Blue Cross Blue Shield                  | 49,263.26     |
| 3/2/2015    | 66540        | U.S. Post Office                        | 721.90        |
| 3/2/2015    | 66542        | Dickie, Brett                           | 30.10         |
| 3/2/2015    | 66543        | United Parcel Service                   | 130.73        |
| 3/2/2015    | 66544        | Minnesota Energy Resources Corp.        | 717.84        |
| 3/4/2015    | 66545        | Postage By Phone System                 | 2,000.00      |
| 3/6/2015    | 66546        | Prudential Group Insurance              | 1,656.70      |
| 3/6/2015    | 66547        | MN Child Support Payment Center         | 659.88        |
| 3/6/2015    | 66770        | Bocinsky, James                         | 234.10        |
| 3/6/2015    | 66771        | Goodell, Jeremy                         | 96.03         |
| 3/6/2015    | 66772        | Schmitt, Jim                            | 96.00         |
| 3/6/2015    | 66773        | Riley, Joseph                           | 96.00         |
| 3/9/2015    | 66774        | U.S. Post Office                        | 701.14        |
| 3/9/2015    | 66775        | United Parcel Service                   | 24.68         |
| 3/9/2015    | 66776        | Green, Doug                             | 540.41        |
| 3/9/2015    | 66777        | Minnesota Energy Resources Corp.        | 16.36         |
| 3/9/2015    | 66778        | Customer Refunds- Utility Accounts      | 50.49         |
| 3/10/2015   | 66779        | Customer Refunds- Utility Accounts      | 727.35        |
| 3/11/2015   | 66780        | Lake Country Power                      | 78,943.98     |
| 3/12/2015   | 66781        | Green, Doug                             | 10.00         |
| 3/12/2015   | 66782        | Blanchard, Jason                        | 96.00         |
| 3/12/2015   | 66783        | Standard Insurance Company              | 919.03        |
| 3/12/2015   | 66784        | Heinritz, Richard                       | 549.26        |
| 3/12/2015   | 66785        | Schmitt, Jim                            | 96.00         |
| 3/16/2015   | 66786        | United Parcel Service                   | 52.22         |
| 3/16/2015   | 66787        | Verizon Wireless                        | 240.57        |
| 3/17/2015   | 66844        | Wells Fargo Advisors                    | 245,000.00    |
| 3/20/2015   | 66864        | Plackner Tree Care Inc                  | 27,253.13 *   |
| 3/20/2015   | 66865        | U.S. Post Office                        | 593.88        |



**PUBLIC UTILITIES COMMISSION  
MARCH 2015 MANUAL CHECKBOOK**

| <b>Date</b> | <b>Check</b> | <b>Vendor Name</b>                 | <b>Amount</b>       |
|-------------|--------------|------------------------------------|---------------------|
| 3/20/2015   | 66866        | Wells Fargo Bank                   | 5,000.00            |
| 3/26/2015   | 66980        | Minnesota Energy Resources Corp.   | 689.73              |
| 3/24/2015   | 66981        | Minnesota Council 65               | 1,767.00            |
| 3/24/2015   | 66982        | MN Child Support Payment Center    | 659.88              |
| 3/24/2015   | 66983        | Minnesota Benefit Association      | 158.65              |
| 3/24/2015   | 66984        | MN NCPERS Life Insurance           | 272.00              |
| 3/25/2015   | 66985        | Customer Refunds- Utility Accounts | 1,164.46            |
| 3/25/2015   | 66986        | City of LaPrairie                  | 12,261.58           |
| 3/26/2015   | 66987        | U.S. Post Office                   | 784.26              |
| 3/31/2015   | 66988        | City of Grand Rapids               | 72,333.33           |
| 3/31/2015   | 66989        | Minnesota Dept. of Health          | 5,041.00            |
| 3/31/2015   | 66990        | Anthony Ward - Petty Cash          | 256.93              |
| 3/31/2015   | 66991        | City of Grand Rapids               | 46,445.32           |
| 3/17/2015   |              | Refunds - Commercial Deposits      | <u>87,650.00</u> *  |
|             |              | Previously approved Disbursements  | 114,903.13 *        |
|             |              | March Manual Checks to be approved | 710,304.53          |
|             |              | Total Manual Checks                | <u>\$825,207.66</u> |

A Special meeting of the Grand Rapids Public Utilities Commission was held on Thursday, April 23, 2015 at 12:00 Noon in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street, Grand Rapids, MN.

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

Others present: General Manager Ward.

President Welliver acknowledged the posting of the special meeting date, time and purpose. The purpose of the meeting was stated as a work session to review and discuss management transition planning process.

The Commission reviewed a proposed timetable and work session topics for the management transition planning process, presented by Personnel Committee members, Secretary Chandler and Commissioner Hodgson.

The Commission also reviewed a proposal from John Miner, Collaboration Unlimited, to assist with the executive recruitment process.

No formal action was taken at this time.

The next special meeting/work session was scheduled for Thursday, April 30, 2015 at 1:15 PM to continue the review and discussion of the management transition planning process.

By call of the chair, the meeting was declared adjourned at 1:00 PM

\_\_\_\_\_  
Stephen R. Welliver, President

Attest:

\_\_\_\_\_  
Glen D. Hodgson, Commissioner

A Joint meeting of the Grand Rapids Public Utilities Commission and the Grand Rapids City Council was held on Thursday, April 30, 2015 at 12:00 Noon in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street, Grand Rapids, MN.

Commission Members present: Secretary Chandler, Commissioner Hodgson, Commissioner Zabinski.

Commission Members absent: President Welliver, Commissioner Lenius.

Council Members present: Councilor Blake, Councilor Zabinski.

Council Members absent: Mayor Adams, Councilor Christy, Councilor Zeige.

Others present: GRPUC General Manager Ward, City Administrator Pagel, City Engineer Kennedy, GRPUC Administrative/HR Assistant Flannigan, Attorney Bengtson, and Pamela Sarvela, MN Energy Resources External Affairs Manager.

Secretary Chandler acknowledged the posting of the special joint meeting date, time and purpose. The purpose of the meeting stated was to discuss the process or processes for providing natural gas service to citizens in unserved areas.

City Engineer Kennedy gave a presentation on the natural gas service expansion neighborhood meeting results, resident interest survey results, contribution in aid of construction (CIAC) financing and repayment structure, as well as the next steps necessary to move forward with the project.

Although no formal action was taken at this time, the Public Utilities Commission and members of the City Council agreed to place the item on their May regular meeting agendas.

Upon a motion duly made and seconded, the meeting was adjourned at 12:50 PM.

\_\_\_\_\_  
Gregory A. Chandler, Secretary

Attest:

\_\_\_\_\_  
Glen Hodgson, Secretary



A Special meeting of the Grand Rapids Public Utilities Commission was held on Thursday, April 30, 2015 at 1:15 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4<sup>th</sup> Street, Grand Rapids, MN.

Commission Members Present: Secretary Chandler, Commissioner Hodgson, Commissioner Zabinski.

Commissioner Members Absent: President Welliver, Commissioner Lenius.

Others present: General Manager Ward.

Secretary Chandler acknowledged the posting of the special meeting date, time and purpose. The purpose of the meeting was stated as a work session to continue to review and discuss management transition planning process.

The Commission reviewed a proposed timeline for the recruiting process for the position of General Manager from John Miner, Collaboration Unlimited.

A cost proposal from John Miner, Collaboration Unlimited for the proposed assistance will be brought to the Commission at their regular meeting on May 13, 2015.

No formal action was taken at this time.

By call of the chair, the meeting was declared adjourned at 1:30 PM

\_\_\_\_\_  
Gregory A. Chandler, Secretary

Attest:

\_\_\_\_\_  
Glen D. Hodgson, Commissioner

CITY OF GRAND RAPIDS ARTS AND CULTURE COMMISSION  
CONFERENCE ROOM 2B– GRAND RAPIDS CITY HALL  
REGULAR MEETING, TUESDAY, MAY 5, 2015 – 3:15 PM

**CALL TO ORDER: Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2B of the Grand Rapids City Hall, 420 N Pokegama Avenue, Grand Rapids, Minnesota, on Tuesday, May 5, 2015, at 3:15 pm**

CALL OF ROLL: On a Call of Roll, the following members were present: Kathy Dodge, Todd Driscoll, Harry Smith, David Marty, and Karen Walker. Benjamin Braff via Skype

Lois Bendix arrived at 3:23 pm

Commissioners absent: John Connelly, Sonja Merrild

Staff Present: Tom Pagel, Jeff Davies, Rob Mattei, Julie Kennedy, Amy Dettmer, Michele Palkki, Jessica Setness

Visitor: None

SETTING THE AGENDA: Under New Business, the following was added:

Artist in residence  
Creative place-making opportunities

**APPROVAL OF MINUTES – Regular Meeting, April 7, 2015**

**Motion by Commissioner Marty, second by Commissioner Driscoll to approve the minutes of the Regular Meeting, April 7, 2015. Motion passed by unanimous vote.**

**OLD BUSINESS - Nothing to report**

**NEW BUSINESS – Commissioner Reports**

***Arts Award – Commissioner Marty and Commissioner Merrild***

Commissioners Marty and Merrild met with Bud Stone from the Chamber of Commerce to have a discussion if having an annual business award is something the Chamber businesses would be interested in. Mr. Stone was very receptive to the idea and would be open to have further discussions on having the winner announced at the Chamber Annual Dinner in 2016. Commissioner Marty reported that he and Commissioner Merrild would follow up with the Chamber and have more details to bring back to the Commission later.

Lois Bendix arrived at 3:23 pm

***Rules and Regulations Clarified – Commissioner Driscoll***

Commissioner Driscoll put together information clarifying and streamline city rules related to street festivals, performances in parks, street performers, food trucks, and serving alcohol at events.

Organizations wishing to use city public property are asked to fill out a Park and Recreation Facility Rental Agreement, which is very basic and easy to fill out, and submit it with Dale Anderson, Park and Recreation Director. He will initiate the coordination within the city for events.

Commissioner Driscoll distributed a map of the showboat landing park parcel. There are performances planned for the summer, however, this will be the last year for the use of Showboat Landing and that a future location will need to be sought. The City is supportive and would be willing to help in any way they can.

Regarding the use of alcohol, individuals should contact Kim Johnson, City Clerk regarding the application process.

Questions were asked if we could put quick links on the City web page. Commissioner Driscoll will follow up on this and report back.

***Showboat Site – Commissioner Merrild and Commissioner Braff***

Commissioner Braff was available via Skype. The Showboat Board now considered the “Mississippi River Board” has been meeting and working on scheduling more performances and events at the showboat site. Commissioner Braff reported that he and Commissioner Merrild have met with City Staff regarding the future of this site.

Mr. Pagel reported that this would be the final year that the City will allow the use of this property; however, the City is willing to collaborate with the Arts and Culture Commission on a possible location for the future.

Commissioner Braff reported that they had met with Jeff Johns of the Forest History Center as a possible future location.

It was determined that the longer we delay to find a new location the harder it is on the partners/funders and that they are going to work with the Forest History Center. Other locations were looked at but determined that not only would it be difficult to build but also the river heights/depths are a factor.

Commissioner Braff reported that they would like to see a venue where multiple agencies come on board as individuals or groups and grow independently and that the use for performances will vary depending on size, type etc.



Commissioner Braff noted that they will need help moving to a new location and that if the City would be willing to do whatever they can to help it would be greatly appreciated.

***Creative Place-Making – Commissioner Braff***

Commissioner Braff reported that he has been working with Gems of Itasca who currently are working on “life right now and how you can experience it”

There are three events that they would like to showcase at Showboat Landing

1 – Kenny Steel creates an amazing collection of animals from steel. He could bring some of this sculptures to display down by the Mississippi River.

2 – Dine on the Mississippi. They would like to create an experience where people can actually have dinner, that would be catered in, and experience outdoor dining.

3 – An Hour of Gospel – To draw and/lead area artists and/or bands to have a 1 hour concert on the river celebrating life along the Mississippi

The Commission did express a vote of confidence to help with these ideas in concept and making more experiences available to the public along the Mississippi River.

Commissioner Walker left at 3:30 pm

***City Administrator Pagel***

Grand Rapids Township Hall: Is currently up for sale. The goal is to use the funds from this sale to go toward the Active Living Center located at the YMCA. There have been conversations with the landowner to the North and the contractor but nothing has been determined.

Rialto Theater: Nothing has been pursued with the owner of this building.

Central School Report: Community Development Director Rob Mattei has just received the report and is going through it at this time.

Central School Room Vacancy- There will be two vacancies beginning July 1. The areas could be used for a number of things, the Commission will discuss this.

***Kremer’s Parking Lot – Commissioner Dodge***

Commissioner Dodge is continuing to work on providing music, food, etc. during 1<sup>st</sup> Fridays on a portion of the Kremer’s parking lot. Commissioner Dodge will continue to work with Mr. Davies to reserve a part of the Kremer’s parking lot for 1<sup>st</sup> Fridays this summer.

***Artist in Residence – Commissioner Bendix***

Commissioner Bendix reported that beginning May 15 we do not have any new requests for the artist in residence program. Commissioner Bendix did speak with both the Uncommon Loons and Leah Yellowbird to see if they would like to continue for another 3 months and they both accepted that offer. Both of these residents really work well with the visitors.

**APPROVAL OF ARTIST IN RESIDENCE – MAY 15 – AUGUST 15**

**Motion by Commissioner Bendix, second by Commissioner Marty to approve the Artist in Residents, Uncommon Loons and Leah Yellowbird for May 15 – August 14. Motion passed by unanimous vote.**

***Next Regular Meeting Change***

A discussion took place, that due to several Commission Members being gone on June 2 and the possibility of not having a quorum; it was discussed to move the meeting to a date at a later time in June. It was determined that the next regular meeting will be moved to Tuesday, June 9.

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

Respectfully submitted by Michele Palkki, Administrative Assistant

Reminder, the next regular meeting of the Grand Rapids Arts and Culture Commission will be held on **Tuesday, June 9, 2015** beginning at 3:15 pm at the Grand Rapids City Hall, Conference Room 2B.

GRAND RAPIDS GOLF COURSE BOARD  
REGULAR MONTHLY MEETING  
May 19, 2015  
7:30 AM

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

Absent: Brad Gallop, Dan Richter

Staff: Bob Cahill Director of Golf  
Steve Ross Grounds Superintendent

- I. Pat Pollard called the meeting to order.
- II. Josh Solem made a motion to accept the minutes of the April 21, 2015 Board meeting. Larry O'Brien seconded the motion. The motion passed.
- III. Consideration of monthly bills: Josh Solem made a motion to approve the bill list. Larry O'Brien seconded the motion. The motion passed.

|                             |           |
|-----------------------------|-----------|
| ACHESON TIRE COMPANY INC    | 48.09     |
| ACUSHNET COMPANY            | 1,299.66  |
| PGA ASSOC OF AMERICAN       | 409.00    |
| BURGGRAF'S ACE HARDWARE INC | 6,213.29  |
| CDW GOVERNMENT INC          | 1,277.72  |
| CLUB CAR LLC                | 1,196.43  |
| CITY OF COHASSET            | 247.56    |
| COLE HARDWARE INC           | 161.73    |
| DELTA DENTAL OF MINNESOTA   | 117.70    |
| ELEMENT PAYMENT SERVICES    | 16.66     |
| GARTNER REFRIGERATION CO    | 578.50    |
| GRAND RAPIDS CITY PAYROLL   | 8,941.90  |
| GRAND RAPIDS STATE BANK     | 3,241.86  |
| ITASCA COUNTY TREASURER     | 4,044.00  |
| L&M SUPPLY                  | 160.01    |
| MINNESOTA REVENUE           | 1,601.98  |
| MINNESOTA TORO              | 2,840.58  |
| PIPELINE SUPPLY INC         | 115.93    |
| PRESTO PRINT                | 19.24     |
| P.U.C.                      | 1,414.15  |
| NORTHERN MN WATER COND DBA  | 222.89    |
| RUTTGER'S SUGAR LAKE LODGE  | 8,626.00  |
| SIM SUPPLY INC              | 147.70    |
| STOKES PRINTING COMPANY     | 265.23    |
| TDS Metrocom                | 317.50    |
| TESSMAN SEED COMPANY        | 22,810.14 |
| TURFWERKS                   | 851.21    |
| WASTE MANAGEMENT            | 259.42    |
| TOTAL ALL VENDORS:          | 67,446.08 |

IV. Visitors: None

- V. Grounds Superintendent: Steve Ross reported. The contract with Erik Christiansen Design Group is not going to be issued. Instead, Mike Reynolds will be doing some hourly work relating to a new well, holding pond improvements, pump house, and irrigation. Most of the trouble spots on the fairways were winterkill and as the ground temperature increases we should see continued



improvement. The greens are doing quite well and within a few weeks should be at their summer cut height and verti cutting will begin.

VI. Concessions: No report

VII. Director of Golf: Bob Cahill reported. Finances are in good shape. Memberships seem normal for this time of year. Several items, including 2 old carts and the bathrooms from #14 have been auctioned off. The huts on # 3 and number #5 will be reroofed and stained soon by Pat and Brad Pollard. Cement work and landscaping at the new bathroom site should be completed by July 1.

VIII. Old Business: None

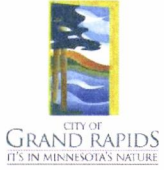
IX. New Business: None

X. Correspondence and Open Discussion: None.

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

Respectfully Submitted,

Larry O'Brien  
Recording Secretary



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 15-1434      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Department Head Report  
**File created:** 6/18/2015      **In control:** City Council  
**On agenda:** 6/22/2015      **Final action:**  
**Title:** Administration/Human Resources ~ Lynn DeGrio  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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

Administration/Human Resources ~ Lynn DeGrio

# Administration/Human Resources Department Head Report

June 22, 2015



# Administration Staff

|                           |                 |
|---------------------------|-----------------|
| City Administrator        | Tom Pagel       |
| Human Resources Director  | Lynn DeGrio     |
| City Clerk                | Kim Gibeau      |
| Administrative Assistant  | Michele Palkki  |
| Communications Specialist | Jessica Setness |

# Tom Pagel

## City Administrator

- Comprehensive Plan Review
- Natural Gas extensions
- Collaboration
- Human Rights Indigenous Peoples Day  
planning
- State bonding submittals

# Kim Gibeau

## City Clerk

- Assisting City of LaPrairie with City Clerk duties
- Document imaging
- Creating fillable forms on City website
- Gambling permits
- Liquor licensing
- Transient Merchant applications
- Region II Vice President of the MCFOA



# Michele Palkki

## Administrative Assistant

- Assists Finance Department with purchase orders
- Records retention
- Arts and Culture Commission
- Human Rights Commission

# Jessica Setness

## Communications Specialist

- Facebook pages
  - Transferred all official City pages out of personally held accounts
  - Brought all pages in line with newly adopted social media policies
- Ongoing maintenance/posts for City Facebook, GRMN Creates, and created the new K9 Facebook page.
- #MNnature photo contest
- Monthly newsletter
- Regular website articles, participation in web administration
- Council photos/updates

# Lynn DeGrio

## Human Resources Director

- Compensation administration
- Personnel policy manual
- Implemented third party administration for HRA
- Contracted with new labor relations attorney
- Hired Facilities Maintenance Manager
- Firefighters
- Building/Fire Inspector
- Branding



# 274 City Employees

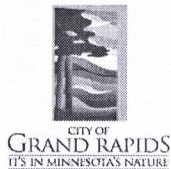
- 5 City Council Members
- 76 Full-time employees
- 97 Part-time/Temporary employees
  - Administration (1)
  - Civic Center (28)
  - Community Development (1)
  - Engineering (1)
  - Library (1)
  - Park & Recreation (57)
  - Police Department (6)
- 30 Paid On-Call (Firefighters)
- 66 Seasonal
  - Election Judges (21)
  - Golf Course (22)
  - Public Works (23)

# 2015 Outlook

- Continue to explore opportunities to collaborate with other communities
- Continue to improve communications with the public.
- Electronic Documentation/Records Retention
- Continue to research software program for Personnel Policy Manual and amendments
- Compensation Evaluation System

Questions?





# CITY OF GRAND RAPIDS

## Legislative Master

File Number: 15-1437

**File ID:** 15-1437      **Type:** Agenda Item      **Status:** Civic Center, Parks & Recreation

**Version:** 1      **Reference:**      **In Control:** City Council

**File Created:** 06/22/2015

**File Name:** GRAHA \$50k Donation Civic Center      **Final Action:**

**Title:** A resolution accepting a \$50,000 donation from Grand Rapids Amateur Hockey Association (GRAHA) Gambling to be utilized on a future capital improvement project at the IRA Civic Center.

**Notes:**

**Sponsors:**

**Enactment Date:**

**Attachments:** GRAHA Cap Imp Resolution

**Enactment Number:**

**Contact:**

**Hearing Date:**

**Drafter:** Tom Pagel

**Effective Date:**

### History of Legislative File

| Version: | Acting Body: | Date: | Action: | Sent To: | Due Date: | Return Date: | Result: |
|----------|--------------|-------|---------|----------|-----------|--------------|---------|
|----------|--------------|-------|---------|----------|-----------|--------------|---------|

### Text of Legislative File 15-1437

A resolution accepting a \$50,000 donation from Grand Rapids Amateur Hockey Association (GRAHA) Gambling to be utilized on a future capital improvement project at the IRA Civic Center.

**Background Information:**

GRAHA Gambling would like to donate \$50,000 to the City for use on a future capital improvement project at the IRA Civic Center. The attached resolution formally accepts the donation.

**Staff Recommendation:**

City staff is recommending a resolution accepting a \$50,000 donation from GRAHA Gambling to be utilized on a future capital improvement project at the IRA Civic Center.

**Requested City Council Action**

Consider a resolution accepting a \$50,000 donation from GRAHA Gambling to be utilized on a future capital improvement project at the IRA Civic Center.

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

RESOLUTION NO. 15-

A RESOLUTION ACCEPTING A \$50,000 DONATION FROM THE GRAND RAPIDS AMATEUR HOCKEY ASSOCIATION (GRAHA) FOR A FUTURE CAPITAL IMPROVEMENT PROJECT AT THE IRA CIVIC CENTER

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

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

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

- The Grand Rapids Amateur Hockey Association (GRAHA) has donated \$50,000 to be utilized on a future capital improvement project at the IRA Civic Center.

Adopted this 22nd day of June 2015.

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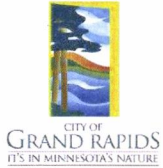
Dale C. Adams, Mayor

Attest:

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Kim 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)

|                       |  |                      |   |              |  |
|-----------------------|--|----------------------|---|--------------|--|
| <b>File #:</b>        | 15-1422  | <b>Version:</b>      | 1 | <b>Name:</b> | Conduct a public hearing to consider the vacation of public easements, retained by the Village of Grand Rapids in 1936, located within Block 26, Town of Grand Rapids. |
| <b>Type:</b>          | Public Hearing   | <b>Status:</b>       |   |              | Public Hearing   |
| <b>File created:</b>  | 6/16/2015  | <b>In control:</b>   |   |              | City Council   |
| <b>On agenda:</b>     | 6/22/2015  | <b>Final action:</b> |   |              |  |
| <b>Title:</b>         | Conduct a public hearing to consider the vacation of public easements, retained by the Village of Grand Rapids in 1936, located within Block 26, Town of Grand Rapids. |                      |   |              |  |
| <b>Sponsors:</b>      |  |                      |   |              |  |
| <b>Indexes:</b>       |  |                      |   |              |  |
| <b>Code sections:</b> |  |                      |   |              |  |
| <b>Attachments:</b>   | <a href="#">Blandin Foundation Easement Vacation-Map</a><br><a href="#">Blandin Foundation Easement Vacation-Meeting Info</a>  |                      |   |              |  |

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

Conduct a public hearing to consider the vacation of public easements, retained by the Village of Grand Rapids in 1936, located within Block 26, Town of Grand Rapids.

**Background Information:**

In 1936, the Village of Grand Rapids vacated various portions of streets/avenues and alleys within Blocks 25 and 26, Town of Grand Rapids (Miscellaneous Record No. 34). At that time the Village retained the “rights and privileges” (easements) for public purposes; “street construction, installation, repair and maintenance of water mains, sewer, gas lines, poles, wires, and cable for the transmission and distribution of electric light and power” in those areas.

The C.K. Blandin Foundation owns and occupies the properties the subject easements were retained upon. As part of a proposed remodeling/addition project, the Foundation would like to additionally encroach into one of the subject easements with a portion of their building. City Staff has met with them regarding the easements, and by letter dated May 18, 2015 they have requested the City to move forward with the vacation of easements described as:

*Easements within the N/S platted alley LYG between Lots 1-6 and 19-24, Block 26, and within the W/E platted alley LYG ADJ to Lots 7-12 and the E 7 ft. of Lot 13, Block 26, all within the Plat of Town of Grand Rapids, Itasca County, Minnesota*

There were no concerns or objections regarding the easement vacation from the staff review committee which consists of the Public Works Department, Engineering Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission.

Pursuant to Minnesota Statute 412.851, the City Council initiated the process to consider these easement vacations at their May 26, 2015 meeting.

The Planning Commission will formally review the easement vacations at a special meeting on June 17, 2015, and make a recommendation to the City Council. A summary of the Planning Commission’s recommendation along with a revised (if necessary) draft resolution citing their findings will be presented to the City Council at the June 22nd City Council meeting.



**Requested City Council Action**

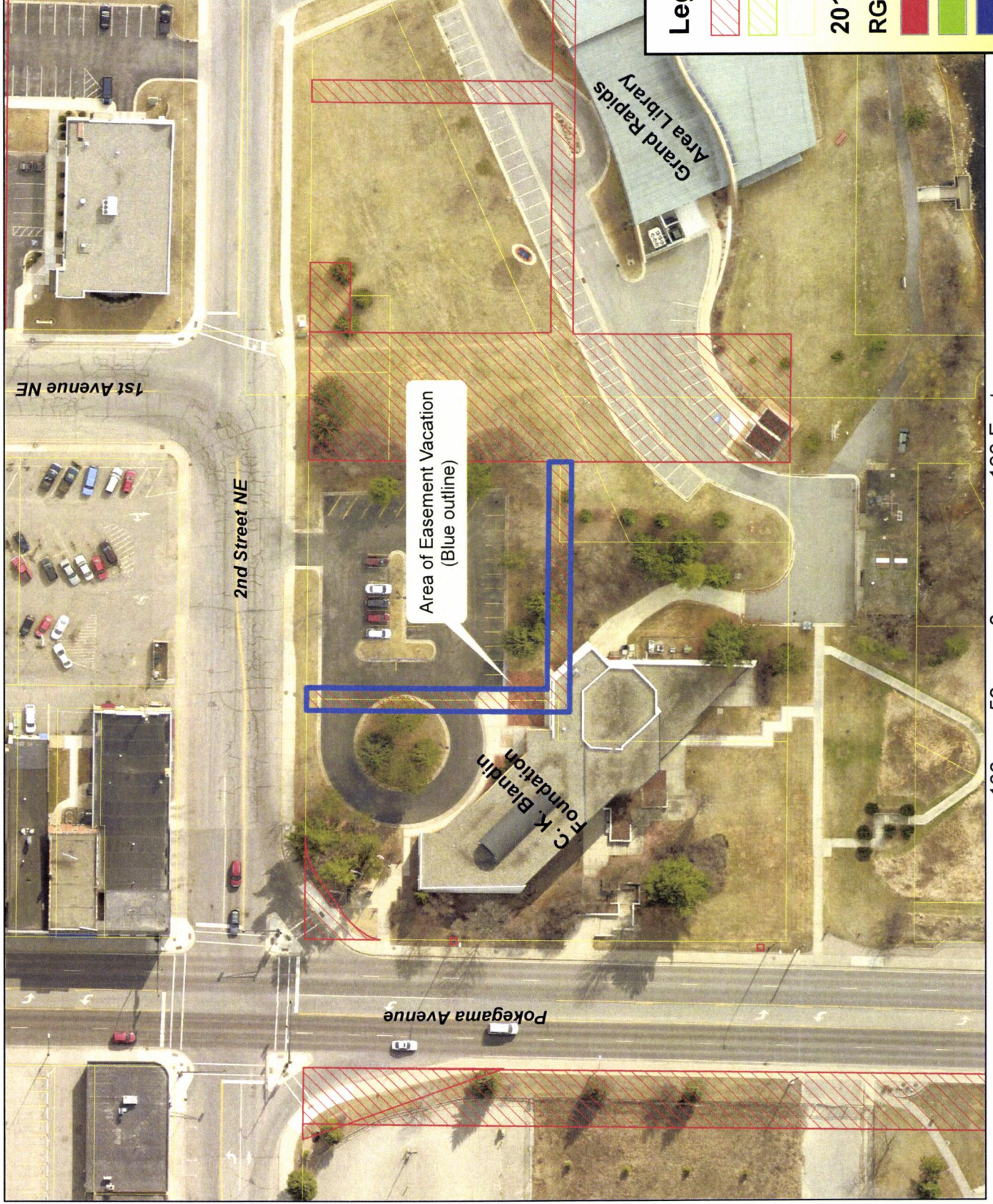
Conduct a public hearing to consider the vacation of public easements, retained by the Village of Grand Rapids in 1936, located within Block 26, Town of Grand Rapids.





# C. K. Blandin Foundation Easement Vacation



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



**Legend**

-  Easements
-  Ease. Pending
-  Parcels

**2015 Aerial Photo**

**RGB**

-  Red: Red
-  Green: Green
-  Blue: Blue





## MEMO

From: Jean M. Lane  
To: Rob Mattei, Director of Community Development  
Subject: City of Grand Rapids - Easement vacation request  
Date: May 18, 2015

---

This memo is to request the City of Grand Rapids proceed with the vacation of a historically old easement on the Blandin Foundation property for the mutual benefit of the owner, C. K. Blandin Foundation and the City of Grand Rapids.

This easement vacation was discussed in a joint meeting between the City and Foundation staff on May 6, 2015 at City hall.

There may also be a need to update a utility easement on the Foundation property in which the Foundation would consider upon request from the City of Grand Rapids.

Rob, please let me know if you have any further questions.

Thank you.



## RESOLUTION VACATING CERTAIN STREETS AND ALLEYS

Village of Grand Rapids

to

The Public

Filed for record June 4, 1936 at 4:00 o'clock P. M.

Jerome R. Meyers, Register of Deeds

By Gertrude Hoollinan, Deputy.

WHEREAS, a petition signed by all of the owners of land abutting thereon has been duly presented to the Village Council praying for the vacation and discontinuance of the streets and alleys hereinafter described, and

WHEREAS, the said Village Council has duly caused a Notice of Hearing to be issued thereon, the said hearing being set for Wednesday, May 6th, 1936, at 8 o'clock P. M., at the council rooms, in the Village Hall, in the Village of Grand Rapids, and

WHEREAS, the said notice of hearing has been duly published and posted as provided by law, and

WHEREAS, the said hearing has been duly held, and as a result thereof, the Council is convinced that it is necessary and expedient that said streets and alleys be vacated:

NOW, THEREFORE, BE IT RESOLVED by the Village Council of the Village of Grand Rapids, Minnesota, that the following described streets and alleys within the limits hereinafter set forth, to-wit:

First Avenue East, also known as Sleeper Avenue, between First Street East and Second Street East; Second Avenue East, also known as Simpson Avenue, between Second Street East and the Mississippi River; all the alleys in Block Twenty-five, and that part of the Alleys which run East and West located in the East Half of Block Twenty-six, and the alleys running North and South in said Block Twenty-six; all in Town of Grand Rapids, according to the recorded plat thereof;

be, and the same hereby are vacated, except as to the right and privilege to use and occupy said street for the construction, installation, repair and maintenance of water mains, sewer, gas lines, poles, wire and cable for the transmission and distribution of electric light and power, when said rights are to continue in the Village the same as if these proceedings to vacate had not been commenced.

BE IT FURTHER RESOLVED, That a certified copy of this Resolution be filed and recorded in the office of the Register of Deeds of Itasca County, Minnesota.

Dated at Grand Rapids, Minnesota, this 6th day of May, 1936.

John W. Mills

President of Village Council

ATTEST:

Carl J. Eiler

Village Recorder

STATE OF MINNESOTA )  
County of Itasca ) ss.

I hereby certify that the foregoing Resolution is a true and correct copy of Resolution Vacating Certain Streets and Alleys passed by the Village Council on May 6th, 1936, and of the whole thereof.

Done at May 6, 1936.

Carl J. Eiler

Carl J. Eiler

Village Recorder





## Eric Trast

---

**From:** atward@grpuc.org  
**Sent:** Thursday, May 28, 2015 10:16 AM  
**To:** Eric Trast  
**Subject:** Re: Blandin Foundation Easement Vacation

Eric,

The GRPUC does not object to the Blandin Foundation Easement Vacation as presented.

Thank you for the opportunity to review and comment on the request.

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

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From: Eric Trast <ETrast@ci.grand-rapids.mn.us>  
To: Tony Ward <atward@grpuc.org>, Julie Kennedy <jkennedy@ci.grand-rapids.mn.us>, Jeff Davies <jdavies@ci.grand-rapids.mn.us>  
Cc: Rob Mattei <rmattei@ci.grand-rapids.mn.us>, Tom Pagel <tpagel@ci.grand-rapids.mn.us>  
Date: 05/26/2015 04:46 PM  
Subject: Blandin Foundation Easement Vacation

To All-

Please see attached, the background information for a City initiated easement vacation on the grounds of the Blandin Foundation. I believe most of us have been in discussions pertaining to this, but if there are additional questions, let Rob or I know... If additional utility easements are to be requested of the Blandin Foundation, we will want to make that a condition of approval for the City Council to consider.

Thanks,



## Eric Trast

---

**From:** Jeff Davies  
**Sent:** Monday, June 01, 2015 6:45 AM  
**To:** Eric Trast; Rob Mattei  
**Cc:** Julie Kennedy  
**Subject:** RE: Blandin Foundation Easement Vacation

Public Works has no issues with the proposed vacation at the Blandin Foundation Property

### Jeff Davies

Director of Public Works  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744-2662  
**Office:** 218-326-7480  
**Mobile:** 218-259-8688  
**Fax:** 218-326-7688  
[www.cityofgrandrapidsmn.com](http://www.cityofgrandrapidsmn.com)

**From:** Jeff Davies  
**Sent:** Friday, May 29, 2015 12:23 PM  
**To:** Jeff Davies  
**Subject:** Fwd: Blandin Foundation Easement Vacation

Jeff Davies  
Public Works Director  
City of Grand Rapids

Begin forwarded message:

**From:** "Eric Trast" <[ETrast@ci.grand-rapids.mn.us](mailto:ETrast@ci.grand-rapids.mn.us)>  
**To:** "Tony Ward" <[atward@grpuc.org](mailto:atward@grpuc.org)>, "Julie Kennedy" <[jkennedy@ci.grand-rapids.mn.us](mailto:jkennedy@ci.grand-rapids.mn.us)>, "Jeff Davies" <[jdavies@ci.grand-rapids.mn.us](mailto:jdavies@ci.grand-rapids.mn.us)>  
**Cc:** "Rob Mattei" <[rmattei@ci.grand-rapids.mn.us](mailto:rmattei@ci.grand-rapids.mn.us)>, "Tom Pagel" <[tpagel@ci.grand-rapids.mn.us](mailto:tpagel@ci.grand-rapids.mn.us)>  
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Thanks,

Eric

**Eric Trast**  
Community Development Specialist  
City of Grand Rapids



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

|                       |   |                      |   |                      |   |
|-----------------------|---|----------------------|---|----------------------|---|
| <b>File #:</b>        | 15-1423   | <b>Version:</b>      | 1 | <b>Name:</b>         | Consider the adoption of a resolution either approving or denying the vacation of public easements located within Block 26, Town of Grand Rapids. |
| <b>Type:</b>          | Agenda Item   | <b>Status:</b>       |   | <b>Status:</b>       | Public Hearing  |
| <b>File created:</b>  | 6/16/2015   | <b>In control:</b>   |   | <b>In control:</b>   | City Council  |
| <b>On agenda:</b>     | 6/22/2015   | <b>Final action:</b> |   | <b>Final action:</b> |   |
| <b>Title:</b>         | Consider the adoption of a resolution either approving or denying the vacation of public easements located within Block 26, Town of Grand Rapids. |                      |   |                      |   |
| <b>Sponsors:</b>      |   |                      |   |                      |   |
| <b>Indexes:</b>       |   |                      |   |                      |   |
| <b>Code sections:</b> |   |                      |   |                      |   |
| <b>Attachments:</b>   | <a href="#">Resolution: Public Easement Vacation</a>  |                      |   |                      |   |

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

Consider the adoption of a resolution either approving or denying the vacation of public easements located within Block 26, Town of Grand Rapids.

**Background Information:**

After the public hearing on this matter, the City Council will want to consider the public testimony received and review the recommendation put forward by the Planning Commission.

The Council can accept the recommendation of the Planning Commission, if they are in agreement with it, and adopt the resolution as prepared, or the Council can make its own findings to support its reasons for approving or denying the public easement vacations.

**Requested City Council Action**

Consider the adoption of a resolution approving the vacation of public easements located within Block 26, Town of Grand Rapids.

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

RESOLUTION NO. 15-\_\_

**A RESOLUTION VACATING PUBLIC EASEMENTS WITHIN BLOCK 26,  
TOWN OF GRAND RAPIDS**

WHEREAS, the Grand Rapids City Council, at a their regular meeting on May 26, 2015, initiated the consideration of the vacation of public easements retained by the Village of Grand Rapids of Minnesota in 1936; and

WHEREAS, the City Planning Commission, at a special meeting on June 17, 2015 reviewed the vacation of public easements described as:

*Easements within the N/S platted alley LYG between Lots 1-6 and 19-24, Block 26, and within the W/E platted alley LYG ADJ to Lots 7-12 and the E 7 ft. of Lot 13, Block 26, all within the Plat of Town of Grand Rapids, Itasca County, Minnesota*

WHEREAS, the Planning Commission found the easement vacations to be in the best interest of the public's health, safety, and general welfare; and

WHEREAS, the Planning Commission forwarded a recommendation for approval of the easement vacations; and

WHEREAS, the City Clerk's affidavit of publication of Notice of Public Hearing and of mailing notices to area residents were provided; and

WHEREAS, the Grand Rapids City Council conducted a public hearing on June 22, 2015, to consider the vacation of the public easements described above; and

WHEREAS, all persons who wished to voice their opinion in regard to the above mentioned vacations were allowed to be heard; and

WHEREAS, it appears that it will be in the best interest of the City to approve such vacations;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA: that the City Council does concur with the Planning Commission's findings that these vacations are in the best interest of the public's health, safety, and general welfare, and hereby vacates the above described public easements based on the following findings of fact:

- The easements are not needed for traffic purposes.
- The easements are not needed for pedestrian purposes, there are sidewalks adjacent to the subject property.
- The easements are not needed for utility purposes.
- Vacating the easements will not put additional land on the tax rolls.
- Vacating the easements will help facilitate minor economic development in the City



through the proposed construction project on the subject property.

AND BE IT FURTHER RESOLVED, that;

1. The City Council instructs City Staff to submit a copy of this resolution to the Itasca County Recorder.

Adopted by the Council this 22<sup>nd</sup> day of June, 2015.

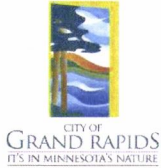
\_\_\_\_\_  
Dale Adams, Mayor

ATTEST:

\_\_\_\_\_  
Kim Gibeau, City Clerk

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

This document was drafted by:  
Eric Trast, Community Development Specialist  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1370      **Version:** 1      **Name:** AP 2015-1, Pavement Rehab Prof Svcs Agr for CA  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 5/28/2015      **In control:** City Council  
**On agenda:** 6/22/2015      **Final action:**  
**Title:** Consider approving a professional services agreement with SEH in the amount of \$17,000 to complete the construction administration and observation for the 2015 Crack Repair project.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [6-22-15 Attachment SEH SLA Crack Repair Project - CA Proposal.pdf](#)

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

Consider approving a professional services agreement with SEH in the amount of \$17,000 to complete the construction administration and observation for the 2015 Crack Repair project.

### **Background Information:**

Attached is Contract Amendment No. 1 to the AP 2015-1 Crack Repair Project Professional Services Agreement with SEH that includes the completion of the construction administration and observation for the 2015 Crack Repair project. The 2015 Crack Repair project includes the necessary preventative maintenance on the Runway 16/34, Runway 5/23, and Taxiway A pavements. The project is on the 2015 CIP, has an approximate total project cost of \$150K with a funding program as follows: 90% FAA (\$135K), 5% State (\$7,500), 2.5% City (\$3,750) and 2.5% County (\$3,750).

### **Staff Recommendation:**

City Staff recommends approving a professional services agreement with SEH in the amount of \$17,000 to complete the construction administration and observation for the 2015 Crack Repair project.

### **Requested City Council Action**

Consider approving a professional services agreement with SEH in the amount of \$17,000 to complete the construction administration and observation for the 2015 Crack Repair project.

**Contract Amendment  
No. 1  
Between**

**City of Grand Rapids and  
Short Elliott Hendrickson Inc. (SEH) (Consultant)**

**Dated: June 22, 2015**

---

The Contract between the Owner and Consultant dated March 25, 2015 shall be amended to include construction administration and observation for the 2015 Crack Repair project (Grand Rapids – Itasca County Airport, Grand Rapids, MN).

Unless specifically modified by this Amendment, the original contract provisions remain in effect. A description of the additional services is included in Attachment A.

Compensation by the Owner to the Consultant shall be a lump sum amount of \$17,000.


Detailed estimates of labor cost and expenses is enclosed (Attachment B).

**APPROVED:**

**City of Grand Rapids, Minnesota**

**Short Elliott Hendrickson Inc.**

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

  
\_\_\_\_\_  
Benita L. Crow, PE | Principal

\_\_\_\_\_  
6-22-2015  
Date

\_\_\_\_\_  
Date

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



## ATTACHMENT A

### PROPOSAL FOR ENGINEERING SERVICES

#### 2015 CRACK SEAL PROJECT GRAND RAPIDS – ITASCA COUNTY AIRPORT

##### *CONSTRUCTION ADMINISTRATION AND OBSERVATION*

##### PROJECT SCOPE:

The project consists of improvements to the Grand Rapids - Itasca Airport in Grand Rapids, Minnesota. Major elements of the improvements are:

1. Crack Seal runway and taxiway pavements
2. Repair construction joints

This proposal will provide engineering services associated with the construction phase of the project. The time of substantial completion for construction is 14 calendar days, with an additional 30 calendar days provided for final completion and acceptance. It is predicted that work will be performed during the weekdays, with occasional work on Saturday. Construction is anticipated to start in August, pending weather and site conditions.

##### SCOPE OF SERVICES:

Services to be provided for under this proposal include professional engineering for construction observation, management and administration. Specific tasks to be performed by SEH include the following:

1. Preconstruction Activities. A preconstruction conference will be held prior to beginning construction to outline and discuss project requirements, administration procedures, and other construction related information. SEH will administer the preconstruction conference, issue notifications, and record meeting minutes.
2. Submittal and Shop Drawing Review. SEH will review product and material data, shop drawings, samples, and other items required to be submitted by the contractor.
3. Construction Observation. SEH will provide daily construction observation for the duration of construction. A Resident Project Representative (RPR) will be on-site to assist in ensuring that construction is performed in accordance with contract documents. The RPR will document and record construction progress through a daily journal and weekly progress reports.
4. Pay Estimates. SEH will prepare one partial pay estimate during construction and a final pay estimate upon completion of construction. Actual completed quantities will be tabulated for use in preparing pay estimates.
5. Final Inspection / Punchlist. A final inspection will be conducted by SEH after completion of the project. SEH will issue notifications and prepare a punch list of any outstanding items needing correction.
6. Record Drawings. Record drawings will incorporate any modifications or additions that occurred during construction. A final plan set will be plotted and distributed to the Airport for their records.
7. Project Management. Time required for the overall administering of the project, including preparing contract modifications, reviewing quality control and testing results, and coordination with the City, Contractor, FAA, Mn/DOT, and other regulatory agencies and utilities.

**ATTACHMENT B**

**ESTIMATE OF ENGINEERING FEES AND EXPENSES  
2015 CRACK SEAL PROJECT  
GRAND RAPIDS - ITASCA COUNTY AIRPORT**

*CONSTRUCTION ADMINISTRATION AND OBSERVATION*

**TASK ITEMIZATION:**

| Task No.                              | Task Description                  | Project Manager | Project Engineer | Senior Technician | Admin Technician |
|---------------------------------------|-----------------------------------|-----------------|------------------|-------------------|------------------|
| 1.                                    | Preconstruction Activities        | 4               | 8                |                   | 2                |
| 2.                                    | Submittal and Shop Drawing Review |                 | 2                |                   |                  |
| 3.                                    | Construction Observation          |                 |                  | 80                |                  |
| 4.                                    | Pay Estimates                     |                 | 2                |                   |                  |
| 5.                                    | Final Inspection/Punchlist        | 4               | 8                |                   |                  |
| 6.                                    | Record Drawings                   |                 |                  | 4                 |                  |
| 7.                                    | Project Management                | 8               |                  |                   |                  |
| <b>Total hours per labor category</b> |                                   | 16              | 20               | 84                | 2                |

**ESTIMATE OF LABOR COSTS:**

| Labor Category                            | Hours | Rate    | Extension          |
|---|-------|---------|--------------------|
| Project Manager                           | 16    | \$59.13 | \$946.08           |
| Project Engineer                          | 20    | \$48.38 | \$967.60           |
| Senior Technician                         | 84    | \$30.38 | \$2,551.92         |
| Admin Technician                          | 2     | \$24.00 | \$48.00            |
| <b>Total Direct Labor Costs:</b>          | 122   |         | \$4,513.60         |
| Salary and Administrative Overhead (172%) |       |         | \$7,763.39         |
| <b>Total Labor Costs</b>                  |       |         | <b>\$12,276.99</b> |

**ESTIMATE OF EXPENSES:**

| Direct Expenses               | Quantity | Rate     | Extension         |
|-------------------------------|----------|----------|-------------------|
| Employee Mileage              | 1170     | \$0.57   | \$666.90          |
| Construction Auto Allowance   | 10       | \$13.00  | \$130.00          |
| Per Diem                      | 10       | \$113.00 | \$1,130.00        |
| Computer Charges              | 122      | \$3.00   | \$366.00          |
| Reproductions / miscellaneous | 1        | \$200.00 | \$200.00          |
| <b>Total Expenses</b>         |          |          | <b>\$2,492.90</b> |

**SUMMARY:**

|                              |                    |
|------------------------------|--------------------|
| Total Labor Costs + Expenses | \$14,769.89        |
| Fee (15%)                    | \$2,215.48         |
| <b>Total</b>                 | <b>\$16,985.37</b> |
| <b>Estimated Total</b>       | <b>\$17,000</b>    |



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1390      **Version:** 1      **Name:** Prof Svcs Agmt with SEH for AP 2015-2 Master Plan Project  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 6/8/2015      **In control:** City Council  
**On agenda:** 6/22/2015      **Final action:**

**Title:** Consider approving a professional services agreement with SEH in the amount of \$368,100 to complete the professional services for AP 2015-2, Master Plan Project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [6-22-15 Attachment SEH Prof Svcs Agrmt - Master Plan.pdf](#)

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

Consider approving a professional services agreement with SEH in the amount of \$368,100 to complete the professional services for AP 2015-2, Master Plan Project.

**Background Information:**

Attached is a professional services agreement with SEH for AP 2015-2, the Master Plan with Airport Layout Plan (ALP) Project. The Master Plan with ALP project is on the 2015 CIP and in general will evaluate the condition and adequacy of the existing facilities, produce 20-year activity forecasts, recommend improvements, and prepare an implementation plan for the recommended development at the airport. The detailed scope of work is provided in Attachment A of the professional services agreement. The current ALP was last done in 2003 prior to commercial air service ceasing in March 2004 and it is necessary to complete a Master Plan with ALP that correctly reflects the current usage and needs of the airport. The total project cost of \$368,100 is included in the FFY '15 FAA grant request and would have a funding program as follows: 90% FAA (\$331,290), 5% State (\$18,405), 2.5% City (\$9,202.50) and 2.5% County (\$9,202.50).

**Staff Recommendation:**

City Staff recommends approving a professional services agreement with SEH in the amount of \$368,100 to complete the professional services for AP 2015-2, Master Plan Project.

**Requested City Council Action**

Consider approving a professional services agreement with SEH in the amount of \$368,100 to complete the professional services for AP 2015-2, Master Plan Project.



ARCHITECT/ENGINEER AGREEMENT  
Between

City of Grand Rapids, Minnesota

---

(OWNER)

and

Short Elliott Hendrickson Inc.

---

(CONSULTANT)

for

PROFESSIONAL SERVICES

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_, by and between the City of Grand Rapids, Minnesota, hereinafter referred to as the OWNER, and Short Elliott Hendrickson Inc.® (SEH), with a regular place of business at 3535 Vadnais Center Drive, St. Paul, Minnesota 55110, hereinafter referred to as the CONSULTANT.

WITNESSETH:

That the OWNER and CONSULTANT, for the consideration hereinafter named, agree as follows:

ARTICLE 1. GENERAL DESCRIPTION OF WORK TO BE DONE

The OWNER agrees to and hereby does retain and employ CONSULTANT and CONSULTANT agrees to perform Architectural, Engineering and/or other Professional Services for the project at the Grand Rapids – Itasca County Airport, entitled:

**Master Plan with Airport Layout Plan**

hereinafter referred to as the Project.

The Project and those services to be performed hereunder are more particularly described in ATTACHMENT A, a part hereof, and may be financed in part by grant-in-aid programs of the Minnesota Department of Transportation (Mn/DOT), Office of Aeronautics, and/or the Federal Aviation Administration (FAA) as described in Article 14.

## ARTICLE 2. PERIOD OF SERVICE

Compensation for CONSULTANT'S services as provided elsewhere in this Agreement has been agreed to in anticipation of an orderly and continuous progress of CONSULTANT'S services through completion. In this regard, if the services covered by this Agreement have not been completed within 24 months of the date hereof, through no fault of CONSULTANT, any lump sum or maximum payment amounts shall be equitably adjusted.

## ARTICLE 3. COMPENSATION TO CONSULTANT

A. Compensation to CONSULTANT for services described in this Agreement shall be on a Lump Sum basis, Cost Reimbursement Plus Fixed Fee basis and/or an Hourly Rate basis, as designated in the box below, and in ATTACHMENT B and as hereinafter described.

1. A Lump Sum method of payment for CONSULTANT'S services shall typically apply to all or parts of a work scope here CONSULTANT'S tasks can be readily defined and/or where the level of effort required to accomplish such tasks can be estimated with a reasonable degree of accuracy. The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on an estimated percentage of completion of CONSULTANT'S services.

Reimbursement for Direct Expenses incurred in the performance of the work shall be included in the Lump Sum amount, unless otherwise set forth in ATTACHMENT B.

2. A Cost Reimbursement Plus Fixed Fee method of payment for CONSULTANT'S services shall typically apply to all or parts of work scope where CONSULTANT'S tasks cannot be readily defined and/or where the level of effort required to accomplish such tasks cannot be established with any reasonable degree of accuracy. Under a Cost Reimbursement Plus Fixed Fee method of payment, the CONSULTANT shall be paid for the actual costs of providing required services plus a fixed fee payment as defined in FAA Advisory Circular 150/5100-14B, dated November 21, 1988, and as further defined as follows:
- a. Direct Salary Costs incurred by CONSULTANT for employee's time directly chargeable to the Project, and in accordance with the CONSULTANT'S SALARY SCHEDULE included in ATTACHMENT B. Periodic revisions to the schedule may be made and any such revisions shall be submitted by CONSULTANT to the OWNER for approval.
  - b. Overhead Costs including overhead on direct labor including, but not limited to, employment taxes, fringe benefits, holidays, vacation, and sick leave and all allowable general and administrative overhead costs. Overhead Costs shall be calculated as a percentage of Direct Salary Costs, with such percentage based on CONSULTANT'S audited records. The Overhead Rate to be applied to this Agreement and any special provisions relating thereto shall be set forth in ATTACHMENT B.

- c. Direct Non-Salary Expenses incurred by CONSULTANT for costs directly chargeable to the project, including but not limited to:
  - 1) Travel and subsistence.
  - 2) Computer services.
  - 3) Outside professional and technical services.
  - 4) Identifiable reproduction and reprographic charges.
  - 5) Expendable field supplies and special field equipment rental.
  - 6) Other acceptable costs for such additional items and services as may be required by the OWNER to fulfill the terms of this Agreement.
- d. Fixed Fee. In addition to the above reimbursement of costs, CONSULTANT shall be paid a fixed fee in the amount set forth in Attachment B. It is agreed that the fixed fee will be subject to adjustment in case of a work scope change, abandonment of the work prior to completion, or deletion of specific tasks.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, including a proportionate amount of the fixed fee. Invoices shall be accompanied by supporting evidence as required.

- 3. If no Federal funds are involved in this Agreement, an Hourly Rate method of payment for CONSULTANT'S services may be utilized as an alternative to the Lump Sum or Cost Reimbursement Plus Fixed Fee methods. Under an Hourly Rate method of payment, CONSULTANT shall be paid for the actual hours worked on the Project by CONSULTANT'S technical personnel times an hourly billing rate established for each employee. Hourly billing rates shall include compensation for all salary costs, payroll burden, general and administrative overhead and professional fee. A rate schedule shall be furnished by CONSULTANT to OWNER upon request.

In addition to the foregoing, CONSULTANT shall be reimbursed at cost for the following Direct Expenses when incurred in the performance of the work:

- a. Travel and subsistence.
- b. Computer services.
- c. Owner approved outside professional and technical services.
- d. Identifiable reproduction and reprographic charges.
- e. Expendable field supplies and special field equipment rental.



- f. Other acceptable costs for such additional items and services as may be required by the Owner to fulfill the terms of this Agreement.

The OWNER shall make monthly payments to CONSULTANT within 30 calendar days of date of invoice based on computations made in accordance with the above charges for services provided and expenses incurred to date, accompanied by support evidence as required.

- B. The OWNER, The Mn/DOT, Office of Aeronautics, the FAA, or their authorized representatives shall have access to CONSULTANT'S records for the purpose of accounting and audit. The CONSULTANT shall maintain all records relative to this Agreement for a period of not less than three years, subsequent to the OWNER'S final payment to CONSULTANT and until the project is financially closed-out by the FAA.

#### ARTICLE 4. EXTRA WORK AND SERVICES NOT INCLUDED IN THIS CONTRACT

If CONSULTANT is of the opinion that any services it has been directed to perform is beyond the Scope of this Agreement, or that the level of effort required significantly exceeds that estimated due to changed conditions and thereby constitutes extra work, it shall promptly notify the OWNER of that fact. Extra work, additional compensation for same, and extension of time for completion shall be covered by a Supplemental Agreement entered into by both parties and approved by Mn/DOT and FAA, prior to proceeding with any extra work or related expenditures.

#### ARTICLE 5. ABANDONMENT, CHANGE OF PLAN AND TERMINATION

Either Party has the right to terminate this Agreement upon seven calendar days' written notice. In addition, the OWNER may at any time, reduce the scope of this Agreement. Such reduction in scope shall be set forth in a written notice from the OWNER to CONSULTANT. In the event of unresolved dispute over change in scope or changed conditions, this Agreement may also be terminated, upon seven calendar days' written notice as provided above.

In the event of termination, all documents finished or unfinished, prepared by CONSULTANT under this Agreement shall be made available by CONSULTANT to the OWNER pursuant to Article 7, and there shall be no further obligation of the OWNER to CONSULTANT under this Agreement, except for payment of amounts due and owing for work performed and expenses incurred to the date and time of termination, computed in accordance with Article 3.

In the event of a reduction in scope of the Project work, CONSULTANT shall be paid for the work performed and expenses incurred on the project work thus reduced and for any completed and abandoned work for which payment has not been made, computed in accordance with Article 3.

## ARTICLE 6. DISPUTE RESOLUTION

In the event of an irreconcilable dispute under this Agreement, which is not resolvable through informal means, the parties may, upon written agreement, submit to the resolution process set out in this provision. Once the parties have agreed to the resolution process, each party shall have seven (7) calendar days to designate one representative, who shall have authority to act on this Agreement. If either party fails within that time to inform the other party in writing of its designation, the other party is free to pursue all other legal and equitable remedies. Within ten (10) calendar days of designation of the representative, the representatives shall meet and shall entertain such presentation of testimony and other evidence as the CONSULTANT and the OWNER may wish to present with respect to the dispute. Within seven (7) calendar days after the close of such presentation, the representative shall resolve the dispute or either party is free to pursue all other legal and equitable remedies. When the representatives resolve the dispute, their decision shall be final and conclusive. Should the representatives be unable to agree on a resolution of the dispute, then the parties are free to pursue all other legal and equitable remedies. Each party's costs for the dispute resolution shall be borne by the respective party.

If the parties do not agree in writing to the resolution process set out above, either party is entitled to pursue any other legal or equitable remedies available.

## ARTICLE 7. DISPOSITION OF PLANS, REPORTS, AND OTHER DATA

At the time of completion or termination of the work, CONSULTANT shall make available to the OWNER, all maps, tracings, reports, resource materials and other documents pertaining to the work or to the Project. All such documents are not intended or represented to be suitable for reuse by the OWNER or others on extension of the Project or any other project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. In this regard, the OWNER will indemnify and hold harmless CONSULTANT from any and all suits or claims of third parties arising out of such reuse, which is not specifically verified, adapted or authorized by CONSULTANT.

## ARTICLE 8. DOCUMENTS FORMING THE CONTRACT

The contract documents shall be deemed to include this Agreement with all accompanying attachments of part hereof.

## ARTICLE 9. OWNER'S RESPONSIBILITY

- A. To permit CONSULTANT to perform the services required hereunder, the OWNER shall supply in proper time and sequence, the following at no expense to CONSULTANT.
  - 1. Provide all necessary information regarding its requirements as necessary for orderly progress of the work.



2. Designate in writing, a person to act as OWNER'S representative with respect to the services to be rendered under this Agreement. Such person shall have authority to transmit instructions, receive instructions, receive information, interpret, and define OWNER'S policies with respect to CONSULTANT'S services.
3. Furnish, as required for performance of CONSULTANT'S services (except to the extent provided otherwise in ATTACHMENT A), data prepared by or services of others, including without limitation, core borings, probings and subsurface explorations, hydrographic and geohydrologic surveys, laboratory tests and inspections of samples, materials and equipment; appropriate professional interpretations of all of the foregoing; environmental assessment and impact statements; property, boundary, easement, right-of-way, topographic and utility surveys; property descriptions; zoning, deed and other land use restriction; and other special data not covered in ATTACHMENT A.
4. Provide access to, and make all provisions for CONSULTANT to enter upon publicly- and privately-owned property as required to perform the work.
5. Act as liaison with other agencies to carry out necessary coordination and negotiations; furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.
6. Examine all reports, sketches, drawings, specifications and other documents prepared and presented by CONSULTANT, obtain advice of an attorney, insurance counselor or others as OWNER deems necessary for such examination and render in writing, decisions pertaining thereto within a reasonable time so as not to delay the services of CONSULTANT.
7. Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT'S services or any defect in the work of Construction Contractor(s), Consultants or CONSULTANT.
8. Initiate action, where appropriate, to identify and investigate the nature and extent of asbestos and/or pollutant in the Project and to abate and/or remove the same as may be required by federal, state or local statute, ordinance, code, rule, or regulation now existing or hereinafter enacted or amended. For purposes of these General Provisions, "pollution" shall mean any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Hazardous or toxic waste means any substance, waste, pollutant or contaminant now or hereafter included within such terms under any federal, state or local statute, ordinance, code, rule or regulation now existing or hereinafter enacted or amended.



If CONSULTANT encounters, or reasonably suspects that it has encountered, asbestos, or pollution, including soil contamination in the project area, CONSULTANT shall cease activity in said area and promptly notify the OWNER who shall proceed as set forth above. Unless otherwise specifically provided in ATTACHMENT A, the services to be provided by CONSULTANT do not include identification of asbestos or pollution, including soil contamination and CONSULTANT has no duty to identify or attempt to identify the same in the project area.

9. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as OWNER may require or CONSULTANT may reasonably request with regard to legal issues pertaining to the Project and such auditing services as OWNER may require to ascertain how or for what purpose any Contractor has used the monies paid under the construction contract.
  10. Provide such inspection services (except to the extent provided otherwise in ATTACHMENT A) as OWNER may require to ascertain that Contractor (s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
  11. Provide "record" drawings and specifications for all existing physical plants or facilities which are pertinent to the Project.
  12. Provide written notice to CONSULTANT when the project has been financially closed-out by FAA.
  13. Provide other services, materials, or data as may be set forth in ATTACHMENT A.
- B. CONSULTANT shall be entitled to rely on the accuracy and completeness of information or services furnished by the OWNER. If CONSULTANT finds that any information or services furnished by the OWNER is in error or is inadequate for its purpose, CONSULTANT shall promptly notify the OWNER.

#### ARTICLE 10. OPINIONS OF COST

Opinions of probable project cost, construction cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs provided for in ATTACHMENT A, a part hereof, are to be made on the basis of CONSULTANT'S experience and qualifications and represent CONSULTANT'S best judgment as an experienced and qualified design professional. It is recognized, however, that CONSULTANT does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractor's methods of determining their prices, and that any evaluation of any facility to be constructed or reacquired, or work to be performed on the basis of CONSULTANT'S cost opinions, must of necessity, be speculative until completion of construction or acquisition. Accordingly, CONSULTANT cannot and does not guarantee that proposals, bids, or actual costs will not substantially vary from opinions, evaluations or studies submitted by CONSULTANT to OWNER hereunder.

## ARTICLE 11. CONSTRUCTION PHASE SERVICES

OWNER acknowledges that it is customary for the architect or engineer who is responsible for the preparation and furnishing of Drawings and Specifications and other construction-related documents to be employed to provide professional services during the Bidding and Construction Phases of the Project, (1) to interpret and clarify the documentation so furnished and to modify the same as circumstances revealed during bidding and construction may dictate, (2) in connection with acceptance of substitute or equal items of materials and equipment proposed by bidders and contractor(s), (3) in connection with approval of shop drawings and same submittals, and (4) as a result of and in response to CONSULTANT'S detecting in advance of performance of affected work inconsistencies or irregularities in such documentation. OWNER agrees that if CONSULTANT is not employed to provide such professional services during the Bidding (if the work is put out for bids) and the Construction Phases of the Project, CONSULTANT will not be responsible for, and OWNER shall indemnify and hold CONSULTANT (and CONSULTANT'S professional associates and consultants) harmless from, all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, any interpretation, clarification, substitution acceptance, shop drawing or sample approval or modification of such documentation issued or carried out by OWNER or others. Nothing contained in this paragraph shall be construed to release CONSULTANT (or CONSULTANT'S professional associates or consultants) from liability for failure to perform in accordance with professional standards any duty or responsibility which CONSULTANT has undertaken or assumed under this Agreement.

## ARTICLE 12. INSURANCE

CONSULTANT shall procure and maintain insurance for protection from claims against it under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any and all employees or of any person other than such employees, and from claims for damages against it because of injury to or destruction of property including loss of use resulting therefrom.

Also, CONSULTANT shall procure and maintain professional liability insurance for protection from claims arising out of performance of professional services caused by any negligent act, error, or omission for which CONSULTANT is legally liable. However, CONSULTANT hereby states and the OWNER acknowledges, that CONSULTANT has no professional liability (errors and omissions) or other insurance, and is unable to reasonably obtain such insurance, for claims arising out of the performance or failure to perform professional services, including but not limited to the preparation of reports, designs, drawings and specifications, related to the investigation, detection, abatement, replacement, modification, removal or disposal of (1) pollutants or of (2) products, materials or processes containing asbestos. Pollutants herein under (1) above meaning any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, alkalis, chemicals and hazardous or toxic waste. Accordingly, the OWNER hereby agrees to bring no claim for non-negligent services, breach of contract, or other cause of action against CONSULTANT, its principals, employees, agents and consultants if such claim in any way arises out of the actual, alleged or threatened discharge, dispersal, release or escape of pollutants, or the investigation of or remedial work related to such pollutants or asbestos in the project. Certificates of insurance will be provided to the OWNER upon request.



ARTICLE 13. INDEPENDENT CONTRACTOR

The CONSULTANT in performance of work hereunder operates as an independent contractor and covenants and agrees that it will conduct itself consistent with such status, that is will neither hold itself out as nor claim to be an officer or employee of the OWNER by reason hereof, and that it will not by reason hereby, make any claim, demand or shall it apply for any right or privilege applicable to an officer or employee of the OWNER, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

ARTICLE 14. FEDERAL AND STATE PARTICIPATION

Work performed under this Agreement may be financed in part by State and Federal funds. However, payments to CONSULTANT will be made by the OWNER.

The State of Minnesota and the United States are not parties to this Contract and no reference herein to the Mn/DOT, Office of Aeronautics, and to the FAA or any representatives thereof makes the State of Minnesota or the United States a party to the Contract.

ARTICLE 15. COVENANT AGAINST CONTINGENT FEES

The CONSULTANT warrants that no person or legal entity has been employed or retained to solicit or secure this contract upon an Agreement or understanding for a commission, percentage, brokerage, or contingent fee excepting bona-fide employees or bona-fide established commercial or selling agencies maintained by CONSULTANT for the purpose of securing business. For breach or violation of this warranty, the OWNER shall have the right to annul this Agreement without liability or in its discretion to deduct from payment to CONSULTANT the full amount of each commission, percentages, brokerage, or contingent fee.

ARTICLE 16. FEDERAL CONTRACT CLAUSES

If this Agreement is to be financed in part by Federal funds, certain federally-required, contract clauses must be incorporated. These federally-required, contract clauses, included as ATTACHMENT C, are hereby incorporated herein and made a part of this Agreement. The ATTACHMENT C incorporated is for Non-Construction Contract of (check as appropriate):

- \$10,000 or less
- \$10,001 to \$25,000
- \$25,001 to \$100,000 or
- \$100,001 and over

The term "contractor" as used in said ATTACHMENT is understood to mean CONSULTANT.

ARTICLE 17. ASSIGNMENT

This Agreement, being intended to secure the personal service of the individuals employed by and through whom CONSULTANT performs work hereunder, shall not be assigned, sublet or transferred without written consent of the OWNER.



## ARTICLE 18. NOTICES

All notices required by law or by this Agreement to be given to the CONSULTANT must be written and may be given personally or by depositing the same in the United States mail, postage prepaid, and addressed to CONSULTANT at such premises and at the following address:

Short Elliott Hendrickson Inc.  
3535 Vadnais Center Drive  
St. Paul, Minnesota 55110

All notices required or permitted to be given to the OWNER hereunder shall be given by United States mail, postage prepaid, and addressed to:

City of Grand Rapids  
c/o City Engineer  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

Notice shall be deemed given as of the date said notice is deposited in the mail or personally delivered.

The parties must notify each other promptly in the event of a change in name or address.

## ARTICLE 19. CONTROLLING LAW

This Agreement is to be governed by the laws of the State of Minnesota.

ARTICLE 20. SPECIAL CONDITIONS

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**City of Grand Rapids, Minnesota**

OWNER

**Short Elliott Hendrickson Inc.**

CONSULTANT

By \_\_\_\_\_

By \_\_\_\_\_

Attest \_\_\_\_\_

Attachments: A, B, C

**Attachment A**  
**Grand Rapids/Itasca County Airport (GPZ)**  
**Master Plan with Airport Layout Plan**  
**Scope of Work Outline –**

**General** – This master plan study (including an Airport Layout Plan (ALP)) will evaluate the condition and adequacy of the existing facilities, produce 20-year activity forecasts, recommended improvements, and prepare an implementation plan for the recommended development for the airport.

The current ALP was conditionally approved in 2005 (approved by the Sponsor in 2003). At the time of the planning work associated with the 2003 ALP, the airport experienced approximately 6,500 annual commercial enplanements. Commercial air service (provided by Mesaba) ceased in March 2004, after the sponsor completed the current ALP. As a result, the airport no longer maintains a Part 139 Certificate. The sponsor wishes to complete a Master Plan and ALP that reflect the current usage and evaluate the needs of the airport.

Areas of initial interest include:

1. Aviation Forecasts –The airport sponsor wants to develop activity forecasts to better understand the existing and forecasted users of the airport and their needs.
2. Approach Category and Visibility Minimums – The airport sponsor desires to review the existing and proposed approach category and visibility minimums and identify whether or not any changes are necessary to best serve the users of the airport.
3. Runway Length Evaluation – The existing ALP shows an ultimate length of 7,100 feet for the primary runway, Runway 16/34. This will be evaluated in order to determine if it remains the appropriate ultimate length for Runway 16/34.
4. Hangar/Aeronautical Business Development Areas – The airport sponsor wishes to evaluate options for hangar development as well as development of areas for additional aeronautical development. There is minimal vacancy for aircraft storage within the existing facilities. The current ALP does not include any areas for future hangar or other aeronautical development. There has been discussions of potential demand at the local level and the sponsor wishes to evaluate options to accommodate the demand.
5. Long-term Implementation Plan and Funding Plan – The airport sponsor wants to prepare a prioritized long-term development plan for a strategic approach to accomplishing airport improvements. This objective includes developing a long-term sustainable funding plan for airport improvements.
6. AGIS –The Airports Surveying Geographic Information System (Airports GIS) helps the Federal Aviation Administration (FAA) collect airport and aeronautical data to meet the demands of the Next Generation National Airspace System.
7. Wildlife Hazard Site Visit –There are features surrounding the airport that are likely wildlife attractants including woodland, the Mississippi River, Lily Lake, waste water treatment ponds and wetland environments. Development of recommendations to reduce and prevent wildlife is of interest to the sponsor.

The Master Plan will include an airport inventory, analysis of existing and anticipated future airport property, aviation activity forecasts, airside and landside facility needs, alternative



analysis, environmental overview, and an implementation plan. The recommendations from the Master Plan process will be depicted on an ALP.

**Project Deliverables** – The project deliverables of this scope include the following:

1. Airport Master Plan
2. Airport Layout Plan
3. Exhibit A Property Map
4. AGIS Airport Layout Plan Data Submission
5. Wildlife Hazard Site Visit Report
6. Federal Closeout Report

**This work scope includes:**

**Study Element 1: Project Initiation, Coordination and Administration**

**Task 1.1 – Project Scoping and Contract Development** – Short Elliott Hendrickson (SEH and/or Consultant) will coordinate with the City of Grand Rapids and Itasca County (sponsor) to develop the appropriate work scope, define tasks, lines of communication and establish project goals, objectives or areas of interest. Project fees will be prepared using the final Scope of Work. An agreement will be developed from the Final Scope of Work and approved fees. The agreement will be provided to the FAA for its review and approval prior to a contract being executed.

**Task 1.2 – Client Meetings** – Up to four (4) meetings with the sponsor are included. It is anticipated that these meetings will include appropriate sponsor representation as well as any other local stakeholders as deemed appropriate and selected by the sponsor. It is anticipated that up to two (2) of the meetings may include a Public Open House during or on the same day as the meeting with the sponsor. Appropriate local and state agencies may also be invited to the Public Open Houses. No public hearings are included in this scope.

**Task 1.3 – Project Coordination** – SEH will maintain contact with the sponsor, MnDOT, and the FAA through e-mail, regular mail, phone, and deliverables. The sponsor, MnDOT, and FAA will have the opportunity to review and comment on the project deliverables. This task includes time to coordinate, meet, and build consensus with these groups and also time to make revisions per their recommendations. It is anticipated that up to four (4) meetings will take place with MnDOT and/or the FAA at either of their offices, through internet meetings or conference calls. The four meetings may cover the following topics or decision points: 1. Inventory, forecasts and critical aircraft, 2. Facility recommendations and alternatives analysis, 3. Implementation plan and 4. Final master plan and ALP review. The topics and schedule of the coordination meetings (up to four) will be determined and scheduled as needed throughout the project with input from the sponsor, FAA and MnDOT. In addition, MnDOT and FAA may be invited to the client meetings listed in **Task 1.2**.

**Task 1.4 – Project Administration** – SEH will provide project administration and management services as required to complete the project within the conditions of this agreement. Administration and management duties include preparation of a budget and schedule, holding internal project meetings to monitor progress, and preparing monthly invoices.

**Task 1.5 – Quality Assurance and Control** – SEH will implement and carry-out internal quality control for the project. Independent peer review will be conducted at each phase of the project to check content and product quality. Throughout the project,

SEH will be responsible for draft and final proof-reading, final word processing, editing, graphics, reports and other products included in this Scope of Work.

**Deliverable: Project scope, agreement, and meetings.**

## **Study Element 2: Airport Master Plan**

The Master Plan (MP) will be prepared in accordance with federal and state guidelines. Advisory Circulars (AC) 150/5300-13A, *Airport Design* and 150/5070-6B, *Airport Master Plans*, will be utilized in the development of this Master Plan. The FAA Standard Operating Procedure (SOP) for FAA Review and Approval of narrative reports (ARP SOP 2.00, effective October 1, 2013) will be utilized in the preparation of the Master Plan. The report will include the items described below. The deliverable for this element is stated at the end of this section:

**Task 2.1 – Airport Inventory** - SEH will inventory the existing facilities on the airport including the runways, taxiways, hangars, terminal building, all aviation buildings, entrance road, fueling facilities, aircraft ramp, automobile parking, airport property, etc. Existing services including pilot services, airport businesses, etc., will be included. In addition, built and natural environment, community features, economy and trends will also be documented.

**Task 2.2 – General Aviation (GA) and Business Use Evaluation** - SEH will prepare a pilot, business, and user survey to be mailed to registered aircraft owners, businesses, and identified users within the airport service area. The sponsor will provide SEH a list of existing and potential business users to survey and will provide addresses and contact person for these businesses and any known general aviation users. SEH will guide in the development of this list. The list should contain known users of the airport and businesses who would use the airport if the airport facilities were improved.

SEH will tabulate the results of the survey and use this information to generate independent forecasts in **Tasks 2.3** and **2.4** and recommended facility improvements as part of **Task 2.5**.

**Task 2.3 – General Aviation Activity Forecasts** – SEH will prepare independent forecasts by reviewing historical data including economic indicators such as population and per capita income and the results of the GA and business survey completed in **Task 2.2**. The airport/sponsor will supply historic based aircraft and hangar demand data (waiting lists) for the previous 10 years, if available, along with any other available activity data or trend documentation. Since the airport does not have an air traffic control tower, the sponsor and airport users/businesses will be interviewed to help provide information valuable in determining the baseline activity data. Fleet mix, seasonal trends, based and transient aircraft operations and identification of the existing and forecasted most demanding (critical) aircraft will be included. Existing and available federal, state and local forecasts will also be evaluated and compared to the independent forecasts.

**Task 2.4 - Demand/Capacity Analysis** – The demand determined in the forecasting section will be compared to the existing capacity of the airfield identified in **Task 2.1**.

**Task 2.5 – Facility Development/Recommendations** – All facilities (including, but not limited to, runways, NAVAIDs, weather reporting, instrument approaches, taxiways, aprons, parking lots, fueling, terminal building, FBO, airport access, hangars,



fencing, security, lighting, etc.) will be compared to forecast demand to evaluate development requirements. Additional focus will be given to hangar area development needs.

Also, rehabilitation, replacement and upgrade projects will be recommended for deteriorating facilities. FAA and State of Minnesota guidance and planning documents including Advisory Circulars and the State Airport System Plan will be utilized in developing the facility recommendations and evaluating alternatives.

Existing seaplane use of Lily Lake will also be evaluated and recommendations will be made.

A vegetation management plan will also be developed for airport property and off airport property (in the vicinity of). The vegetation management plan will utilize the data collected as part of Task 3.10 and will include an evaluation of obstructions and recommendations for their management including the best alternative to protect the instrument and visual operations surfaces from penetration. This analysis will include evaluation of the feasibility of removing the existing obstruction lights on the Runway 34 end. The recommendations in this task will conform to Engineering Brief 91. Past FAA participation in obstruction clearing grants will also be considered and documented.

**Task 2.6 – Alternatives Analysis** – Up to five (5) alternatives will be evaluated for runway development and up to six (6) alternatives will be evaluated for building area development. The existing and ultimate runway location, facilities, and approaches will be evaluated recently updated Airport Design AC 150/5300-13A. These various alternatives may include alternative taxiway facilities, shifts of the runway(s), different approach types, as well as various runway lengths in order to meet any unmet FAA or MnDOT standards. If necessary, an RPZ analysis of the ultimate conditions will be completed and submitted to the FAA (see **Task 4.1**).

**Task 2.7 – Environmental Overview (EO)** – The EO chapter will identify potential environmental concerns to the built and natural environment that may need to be taken into consideration with the proposed airport development. These concerns would be addressed in a formal federal environmental document which is not included in this work scope. Environmental concerns may include potential impacts to wetlands, residential, farmland, floodplains, rare species, etc. Not all impact categories identified through the National Environmental Policy Act (NEPA) will be evaluated. However, if development of a facility has the potential to impact one of these categories, then the general potential impacts to that category will be discussed. Noise analysis is not included in this scope of work. Field surveys are not included in this scope. Any potential environmental impacts will be identified through use of existing mapping, aerial photography and other readily available Federal, state, regional and local studies and maps.

**Task 2.7.1 – Sustainability Plan** – This task includes development of a brief Sustainability Plan addressing solid waste recycling at the airport.

As part of the Sustainability Plan, a brief waste audit will be conducted that includes an evaluation of the volume of solid waste generated, current recycling practices, and current recycling practices as an estimated percent of the total volume of solid waste generated. This evaluation will be completed through phone interview with sponsor staff to discuss current waste and recycling practices at the airport. This will include evaluation of deplaned waste and waste created at airport owned and operated areas.



In addition, the user survey identified in **Task 2.2** will gather information from hangar owners to identify material source, amount, and current disposal practices. An on-site waste audit is not included in this scope of work. The evaluation will only consider those tenants that are willing and able to participate in the survey. Current construction and demolition waste practices will also be documented and reviewed.

The Sustainability Plan will identify areas over which the airport has direct control, some level of influence, and areas of little or no influence or control in the collection and disposal of solid waste, yard and food waste (compostables) and construction and demolition (C & D) wastes. The plan will also document sources of waste, type of waste and who "owns" the waste. This information will be documented along with information and evaluation of any existing waste management contracts.

An evaluation will be completed on the feasibility for additional recycling and recommendations and goals to implement the additional recycling and reduce waste generation will be included. These may include recommendations for reducing solid waste generation through logistical changes, lease requirements, purchasing policies, minimum standards, recycling, reuse, etc. These recommendations will also include potential operational and maintenance improvements and/or requirements, including recommended roles and responsibilities.

The plan will evaluate and provide recommendations for cost savings or revenue generation related to waste generation, reuse, recycling, reduction and disposal and will also identify the technical and economic factors affecting the feasibility of recycling at the airport including the local market for recyclable commodities.

A brief written summary of the Sustainability Plan including waste audit (not on-site audit) will be included as a section of the Facility Recommendations chapter.

**Task 2.7.2 – Wildlife Hazard Site Visit –This task will be completed by Applied Ecological Services (AES).**

All work will be conducted by a qualified airport wildlife biologist according to FAA AC 150/5200-36A, and completed in accordance with guidance available in FAA AC 150/5200-33B, Hazardous Wildlife Attractants On or near Airports, draft FAA AC 150/5200-38, Protocol for the Conduct and Review of Wildlife Hazard Site visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans, and the Wildlife Hazard Management at Airports, A Manual for Airport Personnel.

**Desktop Analysis**

AES will complete a desktop/data review to analyze historical and current wildlife strike event records, and other information. During this task, AES will review wildlife strike history (Airport Strike Log/FAA database), aircraft movement/operations information, previous wildlife control efforts (including any previous hazard assessments or management plans), and relevant airport personnel responsibilities. Desktop mapping will inform the recommendations regarding the potential development of a full WHA plan for wildlife surveying within a 5-mile radius around the airport.

**Site Visit**

AES will also conduct a two-day Site Visit to identify wildlife attractants on and near the airport (within a 10,000 foot radius from the AOA), including food sources (both plant and animals), roosting/structural habitat, access points, etc. This site visit

will be conducted during a suitable time frame to document strike risks at GPZ (ex. fall waterfowl migration).

AES will identify and document food sources, access points, structural habitat, and other attractants which are currently supporting wildlife population in the AOA and larger study area. Largely, this task will cover faunal and vegetative observations and simple survey methods, but wildlife attractants will also be documented on a separate, standardized data sheet and be geo-referenced and displayed via mapping separately from the faunal and floral assessments.

### **Complete and Submit a Site Visit Report and Wildlife Hazard Management Plan**

A Wildlife Hazard Site Visit Report will be completed using background studies and the 2 day Site Visit and data gathering exercise. This report will provide determination as to whether a full, 12 month Wildlife Hazard Assessment will be recommended or not. A summary of the site visit assessment methods and wildlife data will also be included. Adhering closely to FAA requirements, AES will provide a site visit report that summarizes the following:

1. Executive Summary with recommendations
2. Introduction and objectives
3. Synopsis of the National Strike Database for the airport
4. Section on Wildlife Attractants
5. Section on Operations and Communication
6. Recommendations to reduce hazards to operations at GPZ
7. Professional opinion regarding whether a one-year WHA is recommended
8. Literature Cited
9. Appendices

The wildlife biologist may identify certain unexpected wildlife attractants or hazard issues that may require further study including separate studies and/or the completion of a WHA. In this event, the biologist will deliver the WHSV report and identify the additional needs for FAA review and concurrence. The FAA will review and accept the WHSV report. The FAA will determine if a WHA in lieu of a WHMP is required. The completion of any work beyond the WHSV (and WHMP) is outside of the scope of this project.

Upon completion of the WHSV report, it will be incorporated into and used to develop a Wildlife Hazard Management Plan (WHMP) for GPZ. Using the findings of the WHSV, AES prepare a WHMP in accordance with FAA AC 150/5200-33B, *Hazardous Wildlife Attractants On or near Airports* and *Wildlife Hazard Management at Airports, A Manual for Airport Personnel*, FAR Part 139.337, *Wildlife Hazard Management* applicable to this general aviation airport, as well as draft FAA AC 150/5200-38, *Protocol for the Conduct and Review of Wildlife Hazard Site visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans* to identify recommended Sponsor actions to minimize wildlife attractants. This WHMP will provide prioritized and actionable site-specific land management objectives, active hazing and depredation inventory and protocols, operations and communications methodology, and wildlife monitoring tasks for maintaining a safe airspace and AOA for operations at GPZ. The WHMP will be delivered to the City of Grand Rapids for submission to the FAA for approval.



SEH will incorporate the findings of this task into the Master Plan document.

**Task 2.8 – Capital Improvement Plan (CIP)/Implementation Plan** – A CIP for the development and maintenance projects will be developed that includes estimated project costs, a prioritization discussion, year of implementation or planning levels and events that would support project development and funding as well as projects that should be linked together. Estimated costs will be expressed in 2015 dollars with no adjustments for inflation. A funding plan will be developed for the proposed improvements. The results of this analysis will be presented in a CIP format consistent with MnDOT and FAA requirements.

**Task 2.9 – Executive Summary** – An executive summary of the MP will be developed to summarize the findings and recommendations of the study. The summary will include the items listed in Standard Operating Procedure (SOP) 2.0 Standard Procedures for FAA Review and Approval of Airport Layout Plans (ALPs), effective date October 1, 2013.

**Deliverables:** FAA, MNDOT, and locally accepted Master Plan. Review handouts and reports will be provided prior to each of the meetings outlined in **Task 1.2**. In addition, up to six (6) draft copies of the final Master Plan will be submitted to the sponsor for review. Up to two (2) copies of the draft report will be submitted to each the FAA and MnDOT for review. Up to five (5) printed copies of the final report will be submitted to MnDOT (one (1) of which will be forwarded to FAA), and four (4) copies will be provided to the sponsor.

### **Study Element 3: Airport Layout Plan Update**

Elements of the final deliverables will be prepared in accordance with FAA Advisory Circulars (AC) 150/5300-13A, *Airport Design* and other applicable AC's, Orders, Regulations and Policy Memorandums. The FAA Standard Operating Procedure (SOP) for FAA Review and Approval of ALPs (ARP SOP 2.00, effective October 1, 2013) and SOP for FAA review of Exhibit 'A' Airport Property Inventory Maps (ARP SOP 3.00, effective October 1, 2013), and MnDOT ALP preparation submittal guidelines (dated 1/18/05) will be utilized in the preparation of the ALP Update.

The ALP set will be developed in color on 22" x 34" sheet size. Coordinates will be shown in NAD 83 datum and elevations in NAVD 88 datum. The ALP set will include the sheets described below. The deliverable for this element is stated at the end of this section:

**Task 3.1 –Sheet 1: Title Sheet** - The title sheet will include an airport location and vicinity map, wind roses and wind coverage for the existing runways, airport data table and an index to the ALP set. The airport diagram will be updated as needed to as-built conditions. The most recent and readily available wind data collected at the nearest wind data collection site will be used to determine updated wind coverage. The magnetic declination for the airport will be updated. The critical aircraft data will also be documented.

**Task 3.2 –Sheet 2: Existing Airport Layout Plan Drawing** – The Airport Layout Plan drawing will be a graphic representation of the airport and its "as-built" facilities and will include as a minimum all existing: runways, taxiways, aprons, hangars and buildings, auto parking, fueling systems, ground contours, surrounding roads and homes, access roads, property boundaries, navigational aids, runway data, design detail and spacing requirements. A color aerial image will be used as a background. The tables and plan view will be updated to reflect any development completed since the last ALP update. The true bearing of each runway will be updated. Non-standard



items will be identified and changes to facilities to correct these items will be developed. Information and tables required per SOP 2.00 will be included.

**Task 3.3 – Sheet 3: Proposed Airport Layout Plan Drawing** – The Proposed Airport Layout Plan sheet will be a graphic representation of proposed development and ultimate facility data and will include as a minimum existing and proposed: runways, taxiways, aprons, hangars and buildings, auto parking, fueling systems, ground contours, surrounding roads and homes, access roads, property boundaries, navigational aids, runway data, design detail and spacing requirements. The tables included in **Task 3.2** will be updated to reflect the future and ultimate conditions. If appropriate, this sheet will be combined with Sheet 2.

**Task 3.4 – Sheet 4: Airport Airspace Drawing** – This drawing will show obstructions and penetrations to 14 CFR, Part 77 Imaginary Surfaces that are not shown on the Inner Portion of the Approach Surface Drawings. Airspace surfaces will be depicted for the ultimate runway configurations and lengths with a color USGS map as a background. This sheet will include an obstruction data table noting obstructions and penetrations to the Part 77 surfaces as determined from an obstruction survey (**Task 3.14** below), FAA 5010 inspections, visual observation and information gathered from United States Geological Survey (USGS) mapping, Sectional Charts, Approach plates, FAA tower data, and NOAA surveyed obstruction mapping, if available. The plan will be overlain on the USGS map for the area at the scale of 1"=2,000'. The plan will include 50-foot elevation contours on the Part 77 surfaces. The sheet will also include small scale profile views of the ultimate approaches.

**Task 3.5 – Sheet 5: Inner Portion of the Approach Surface Drawing – Runway 16 Exist. and Ult. Approach** - The sheet will show plan and profile view and an obstruction data table of each obstruction penetration to the Part 77 surfaces and TERPS Approach and Departure Surfaces utilizing the data gathered in **Task 3.14** below. An aerial photograph will be added as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

**Task 3.6 – Sheet 6: Inner Portion of the Approach Surface Drawing – Runway 34 Exist. and Ult. Approach** - The sheet will show plan and profile view and an obstruction data table of each obstruction penetration to the Part 77 surfaces and TERPS Approach and Departure Surfaces utilizing the data gathered in **Task 3.14** below. An aerial photograph will be added as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

**Task 3.7 – Sheet 7: Inner Portion of the Approach Surface Drawing – Runway 5 Exist. and Ult. Approach** - The sheet will show plan and profile view and an obstruction data table of each obstruction penetration to the Part 77 surfaces and TERPS Approach and Departure Surfaces, if applicable, utilizing the data gathered in **Task 3.14** below. An aerial photograph will be added as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

**Task 3.8 – Sheet 8: Inner Portion of the Approach Surface Drawing – Runway 23 Exist. and Ult. Approach** - The sheet will show plan and profile view and an obstruction data table of each obstruction penetration to the Part 77 surfaces and TERPS Approach and Departure Surfaces, if applicable, utilizing the data gathered in **Task 3.14** below. An aerial photograph will be added as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.

- Task 3.9 – Sheet 9: Inner Portion of the Approach Surface Drawing – Runway 10 Exist. and Ult. Approach** - The sheet will show plan and profile view and an obstruction data table of each obstruction penetration to the Part 77 surfaces and TERPS Approach and Departure Surfaces, if applicable, utilizing the data gathered in **Task 3.14** below. An aerial photograph will be added as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.
- Task 3.10 – Sheet 10: Inner Portion of the Approach Surface Drawing – Runway 28 Exist. and Ult. Approach** - The sheet will show plan and profile view and an obstruction data table of each obstruction penetration to the Part 77 surfaces and TERPS Approach and Departure Surfaces, if applicable, utilizing the data gathered in **Task 3.14** below. An aerial photograph will be added as a background to this sheet per FAA SOP 2.00. If needed, the ultimate approach may be shown on a separate sheet.
- Task 3.11 – Sheet 11: Existing Terminal Area Drawing** - This sheet will show existing and future buildings, taxilanes, tie-downs, aprons, and other facilities located in the terminal area. Buildings will be identified by number, ownership, use, and top elevation in a table. The critical aircraft for the apron and building area will also be evaluated and identified.
- Task 3.12– Sheet 12: Future Terminal Area Drawing** - This sheet will show a future building area including buildings, taxilanes, tie-downs, aprons, and other facilities located in a future building area or expansion area. Buildings will be identified by number, ownership, use, and top elevation in a table. The critical aircraft for the building area will also be evaluated and identified. If possible, the future terminal area will be combined with the main terminal area drawing.
- Task 3.13 – Sheet13: Land Use Drawing** – The land use drawing will include existing on and off-airport land uses such as agriculture, industrial, residential, undeveloped, etc. Properties within the ultimate airport boundary and in surrounding areas will be identified. The RVZ, crop restriction line, boundaries of local government and public facilities will also be depicted on this sheet. The existing and proposed Airport Zoning will also be depicted on this sheet.
- Task 3.14 – Sheet 14: Airport Property Map/Exhibit A** – The airport property map will conform to the standards described with ARP SOP 3.00, and will include existing and proposed land acquisition in both fee and easement. The tables will be updated to include information related to parcels purchased since the last ALP update. Historical property records will be researched to verify existing parcel information and how each parcel was purchased. Existing and future property will be identified by parcel number, acres, current owner, type of purchase, and date of purchase. SEH will identify which parcels should be purchased for future development or to protect the existing airport environment. The sponsor will provide the State or FAA project number related to state or federally funded existing airport property. Any state or federal obligations relative to each parcel will also be documented. An airport boundary survey is not included in this report. Title Opinions for all airport property is included as well as owners and encumbrances reports for adjoining parcels. Encumbrances and all other pertinent information obtained from the reports will be noted. Additionally, the Exhibit A map will note any possible encroachments. Releases of property interests will also be noted. Field work is not included. Field work is not included.



A summary of the Exhibit A map will be prepared and will serve as a narrative description of the information on the Exhibit A map (included in the Master Plan Inventory) as well as any required next steps for the Airport Sponsor based on the results of the Exhibit A map research (Included in Master Plan Facility Recommendations). Copies of the title opinions and owners and encumbrances reports will also be provided to the City, MnDOT and FAA (hard copy and electronic).

**Task 3.15 – Airport GIS (AGIS)** The purpose of this task is to develop the airport’s first GIS dataset, in compliance with the FAA Airports-GIS (AGIS) program and the current versions of FAA Advisory Circulars 150/5300-16, 17, and 18. Data collection will be accomplished through a combination of field-survey and remote-sensing technologies. The dataset will include both “safety-critical” (Airspace, Runway & NAVAID data) and “non-safety-critical” (planimetric & topographic mapping) elements.

AC 150/5300-18, Table 2-1, Column ‘Airport Layout Plan’ will be used as a basis for determining the specific data collection tasks to be accomplished. Considerations for specific included/excluded tasks will be based on relevance to the Grand Rapids Airport, at the direction of the Dakota Minnesota Airports District Office (DMA ADO), and through the process of defining the Final Project Statement of Work.

This task will be completed by the subconsultant as outlined in the attached Scope provided by Martinez Geospatial with the additional services provided by SEH as outlined in the following subtasks.

**Task 3.15.1 - FAA Airports-GIS (AGIS) Project Initiation** – SEH will provide quality control reviews of the AGIS Statement of Work (SOW) and Imagery/Remote Sensing Plan.

**Task 3.15.2 - Project Geodetic Control** – SEH will provide quality control reviews of the Survey & Quality Control Plan. Additionally, SEH will conduct one site visit to conduct an airport access and safety meeting prior to the land surveying effort.

**Task 3.15.3 – Planimetric & Topographic Basemaps** – SEH will provide quality control reviews of the data.

**Task 3.15.4 – Runway & Navigational Aid Surveys** – SEH will coordinate airport access, provide land surveying oversight, and provide quality control reviews of the data. This task includes a site visit to monitor quality and airport access/infrastructure reviews.

**Task 3.15.5 – Airport Airspace Analysis** – SEH will provide quality control reviews.

**Task 3.15.6 - FAR Part 77 Obstruction Analysis** – SEH will provide the ultimate Part 77 surfaces as developed in **Task 3.4** and will create and provide the existing Part 77 surfaces to the subconsultant for use in modeling/analysis. Quality control checks will be completed by SEH in preparation for data use in **Tasks 3.4** through **3.6**.

**Task 3.15.7 – FAA AGIS Data Processing and Submission** – SEH will assist subconsultant by coordinating sponsor-provided airport information and attribute



data for inclusion with/completion of AGIS data. SEH will also provide quality control reviews of the completed Final Survey File and Final Project Report prior to AGIS website upload.

**Deliverable:** Airport Layout Plan Set. The final set will be delivered to the FAA, MnDOT and the sponsor. Electronic plans will be prepared using AutoCAD. Draft and review copies will be submitted in paper format only. Up to two (2) 22" x 34" draft copies will be submitted to the sponsor. Up to three (3) 22" x 34" copies of the draft ALP will be submitted to MnDOT and two (2) 22" x 34" copies of the draft ALP will be submitted to FAA for review. Three (3) 22" x 34" printed copies of the final ALP will be submitted to the sponsor. One (1) 22" x 34" printed copy, one (1) 11"x17" printed copy, and one (1) CD with PDFs of the final ALP will be provided to the FAA for their records. Two (2) 22" x 34" printed copies of the final ALP will be submitted to the MnDOT. Electronic copies of the final ALP will be submitted to the sponsor, MnDOT and FAA. Paper and electronic copies of the owners and encumbrances reports will be provided to MnDOT and FAA.

#### **Study Element 4: RPZ Analysis**

Road(s) or other incompatible land uses in the ultimate Runway Protection Zones (RPZ) will require an FAA RPZ Alternative Analysis. Should a shift, extension or other development causing a change in location, size or use of the RPZ be included on the ultimate ALP, or any other triggering event as indicated in FAA Interim Guidance Memorandum dated 9/27/2012, an RPZ analysis will be required.

**Task 4.1 – RPZ Analysis** –This task includes preparation and submittal of a Runway Protection Zone (RPZ) alternatives analysis which includes identification of the preferred alternative, evaluation of alternatives including cost estimates, a practicability assessment, an analysis of sponsor control of the land within the RPZ, and other relevant factors for consideration. This task includes time to create and evaluate alternatives for crosswind runway plans as well as time to coordinate with the FAA and submit an RPZ analysis document. The analysis will also be documented in the Master Plan.

Up to 24 hours of time is included in this task to address FAA comments on the analysis.

#### **Study Element 5: Closeout Report**

A grant closeout report will be completed as part of this scope of work.



A GEOSPATIAL SERVICE PROVIDER

## Scope and Fee Proposal

Photogrammetry, Field-Survey and Airports-GIS Services

Grand Rapids / Itasca County Airport (GPZ)

6/4/2015

2915 Waters Road Suite 100 Eagan, Minnesota 55121

Tel: 651-686-8424 • [www.mtzgeo.com](http://www.mtzgeo.com)

**PROJECT SUMMARY**

|                         |  |
|-------------------------|--|
| <b>CLIENT</b>           | Short Elliott Hendrickson, Inc. (SEH)                |
| <b>CLIENT CONTACT</b>   | Kaci Nowicki   |
| <b>CLIENT ADDRESS</b>   | 3535 Vadnais Center Drive<br>St. Paul, MN 55110-5196 |
| <b>PROJECT LOCATION</b> | Grand Rapids / Itasca County Airport (GPZ)           |

**Martinez Geospatial, Inc. (MTZ)** will provide **Short Elliot Hendrickson, Inc (SEH)** with photogrammetry and Airports-GIS services in support of an **Airport Layout Plan Update**. The main objective of this effort will be to fulfill the data-collection requirements for updating a paper ALP, adhering to the following guidance:

|  |
|--|
| <b>AC-150/5070-6B</b>  |
| <b>National Airport Layout Plan Checklist (ARP SOP No. 2.00)</b> |

All survey and photogrammetry work will be accomplished in accordance with the following Advisory Circulars:

|                              |
|------------------------------|
| <b>AC-150/5300-16A (16A)</b> |
| <b>AC-150/5300-17C (17C)</b> |
| <b>AC-150/5300-18B (18B)</b> |

In addition to fulfilling the requirements for updating the paper ALP, MTZ will fulfill the data collection, formatting, and delivery requirements of the FAA Airports-GIS program. In general, MTZ's approach to fulfilling the GIS requirements will be accomplishing those required tasks as outlined in **Table 2-1 (Survey Requirements Matrix) of 18B, Column "Airport Layout Plan."**

**PROJECT SPECIFICATIONS**

|                                     |   |
|-------------------------------------|---|
| <b>STATE</b>                        | MINNESOTA   |
| <b>COUNTY</b>                       | ITASCA  |
| <b>PROJECT TYPE</b>                 | AVIATION (AIRPORTS-GIS)   |
| <b>COORDINATE SYSTEM</b>            | MN STATE PLANE – NORTH ZONE   |
| <b>HORIZONTAL DATUM</b>             | NAD83   |
| <b>VERTICAL DATUM</b>               | NAVD88 – GEOID12A   |
| <b>FIELD-SURVEY PROVIDED BY</b>     | MARTINEZ GEOSPATIAL   |
| <b>MAPPING SCALE</b>                | 1"=100' PLANIMETRICS, 2' Topographic Contour Interval                         |
| <b>MAPPING FORMATS REQUIRED</b>     | STANDARD CAD and AIRPORTS-GIS   |
| <b>ORTHO RES &amp; PHOTO FORMAT</b> | 0.50' GSD & 1.0' GSD, TIFF & TFW FORMAT (IN ACCORDANCE WITH 18B REQUIREMENTS) |



**PROJECT AREA DEFINITION**

The total project area consists of three major components:

|               |  |
|---------------|--|
| <b>AREA A</b> | <b>Airspace Analysis Limits, which includes:</b><br><br>- Horizontal Limits of the applicable Obstruction Identification Surfaces (OIS) as defined in AC-150/5300-18B.           |
| <b>AREA B</b> | <b>Part 77 Airspace Limits, which includes:</b><br><br>- Horizontal Limits of the applicable the applicable Obstruction Identification Surfaces (OIS) as defined by FAR Part 77. |
| <b>AREA C</b> | <b>Planimetric &amp; Topographic Mapping Limit</b> - This area defines the limit for the compilation of planimetric/topographic data, necessary for the ALP update.              |

**PROJECT TASKS**

**Project Planning/Project Management/FAA Airports-GIS Coordination**

MTZ will develop, submit, and gain approval of the “Statement of Work” for the project through the ADO and FAA Airports-GIS. MTZ will also assist develop, submit, and gain approval of the “Imagery/Remote Sensing Plan” and the “Survey & Quality Control Plan” required by the FAA Airports-GIS Program.

**Aerial Imagery Acquisition**

New color aerial imagery will be captured for all areas defined in the **PROJECT AREA DEFINITION** section of this proposal utilizing a digital photogrammetric camera. The aerial imagery acquisition flight mission will be executed in accordance with all guidelines and specifications within FAA AC 150/5300-17C.

The aerial imagery acquisition flight mission will consist of the following specifications:

| <b>RESOLUTION</b> | <b>PURPOSE/USE</b>  |
|-------------------|---|
| 10cm              | Planimetric/Topographic Mapping, Ortho Photography, Airspace Analysis/Obstruction Surveys |
| 15cm              | Ortho Photography, Airspace Analysis/Obstruction Surveys                                  |

Upon completion of the flight mission, the imagery will be reviewed through in-house Quality Assurance procedures for photogrammetric acceptability and compliance with AC 150/5300-17C requirements.

**Establish Project Geodetic Control** – GPZ does not have Primary Airport Control Stations or Secondary Airport Control Stations (PACS, SACS). In lieu of PACS and SACS, MTZ will establish at least two temporary control monuments in the project area through the utilization of the NGS OPUS

Program. These temporary control marks will be used to tie all survey and remote-sensing data to the National Spatial Reference System (NSRS), in accordance with AGIS requirements.

**Survey Imagery Photo Control**

Once the geodetic control network has been established, MTZ will survey **approximately 42 imagery-control points** for use in georeferencing the new aerial imagery. A combination of photo-identifiable control points and artificial targets will be selected or set/surveyed for use as imagery ground control. Imagery Control will be set, surveyed (properly tied to NSRS), and documented in accordance with AC-150/5300-17C and FAA Airports-GIS requirements. Ground Control data and documentation will be submitted to FAA Airports-GIS along with the AP Acquisition Report.

**Aero Triangulation**

The digital aerial imagery will be imported onto a digital photogrammetric workstation where it will be oriented with field-surveyed ground control. This procedure will establish both horizontal and vertical control for orienting individual photogrammetric models. This orientation will be accomplished using Soft Copy Aerial Triangulation methods.

**Create Digital Ortho Imagery**

Digital orthophotos will be produced to meet the needs of SEH and the Airport as well as to comply with the requirements of the FAA Airports-GIS program and AC 150/5300-17C. Two sets of ortho imagery will be produced, covering the following defined areas and meeting the following specifications:

| RESOLUTION | COVERAGE LIMIT |
|------------|----------------|
| 0.5' GSD   | AREA C         |
| 1.0' GSD   | AREA A         |

**Runway Surveys**

MTZ will accomplish survey of Runways 05/23, 10/28, and 13/31 at GPZ; survey tasks will include survey of runway-end-points and runway-centerline-profile. For each runway-end-point, a monument will be set, surveyed, and documented in accordance with AC-150/5300-18B. The runway-profile will be surveyed at 50-foot stations. Runway survey data will be utilized for the Airport Airspace Analysis/Obstruction Surveys task. Runway survey data will be reported in the FAA Airports-GIS deliverable.

**NAVAID Surveys**

MTZ will accomplish survey of NAVAIDs associated with GPZ. Each NAVAID will be surveyed and documented in accordance with AC-150/5300-18B. NAVAID survey data will be reported in the FAA Airports-GIS deliverable. NAVAIDS included in this survey are the following:

|                 |
|-----------------|
| Airport Beacon  |
| Runway 5 PAPI   |
| Runway 23 PAPI  |
| Runway 5 REILs  |
| Runway 23 REILs |
| Runway 16 PAPI  |
| Runway 34 PAPI  |
| Runway 16 REILs |



|  |
|--|
| Runway 34 MALSR                        |
| Runway 34 Glideslope                   |
| Runway 34 Localizer                    |
| Runway 34 Locator Outer Marker (GALEX) |
| Grand Rapids VOR/DME                   |
| AWOS Equipment                         |
| Windcones                              |

**Airport Airspace Analysis/Obstruction Surveys**

An Airport Airspace Analysis will be performed in accordance with AC 150/5300-18B. This task will be performed in order to comply with the requirements of the FAA Airports-GIS Program for projects involving Airport Layout Plan updates and Instrument Approach Procedures. The Airport Airspace Analysis will meet the following specifications:

| RUNWAY           | ANALYSIS TYPE                     |
|------------------|-----------------------------------|
| 16/34 - EXISTING | Runways-With-Vertical-Guidance    |
| 5/23 – EXISTING  | Runways-Without-Vertical-Guidance |
| 10/28 – EXISTING | Runways-Without-Vertical-Guidance |

Formatting of final reported obstacles will adhere to the specifications of AC 150/5300-18B, Chapter 5 *Airport Data Features*.

**An FAR Part 77 Obstruction Survey** will be performed in support of the Airport Layout Plan Update. Using the digital stereo imagery, the prescribed Part 77 Obstruction-Identification-Surfaces will be examined and analyzed to identify natural and manmade objects penetrating the surfaces. The Part 77 Obstruction Survey will meet the following specifications:

| RUNWAY        | ANALYSIS TYPE                     |
|---------------|-----------------------------------|
| 16 - EXISTING | Non-Precision-C                   |
| 34 - EXISTING | Precision-Instrument-Runway (PIR) |
| 5 – EXISTING  | Visual-Utility (A(V))             |
| 23 – EXISTING | Visual-Utility (A(V))             |
| 10 – EXISTING | Visual-Utility (A(V))             |
| 28 – EXISTING | Visual-Utility (A(V))             |

Part 77 obstruction data will be reported and delivered in two ways:

| DELIVERABLE         | NOTES   |
|---------------------|---|
| CAD FILE            | Contains Part 77 OIS and Obstruction Points (including object type, number, and elevation)  |
| SPREADSHEET (EXCEL) | Contains X-Y coordinates & MSL elevation of each obstruction point. The following calculations will also be included for each obstruction: <ul style="list-style-type: none"> <li>• Object type</li> <li>• Object number (corresponding to CAD File)</li> <li>• Height-Above-Runway-End</li> <li>• Height-Above-Touchdown-Zone</li> <li>• Height-Above-Airport-Elevation</li> <li>• Distance-to-Runway-End</li> <li>• Distance-From-Runway-Centerline (and direction)</li> <li>• Penetration Value</li> </ul> |



### Planimetric & Topographic Mapping Compilation

Utilizing the aerotriangulated digital imagery, photographic stereo pairs will be oriented and compiled on digital photogrammetric workstations within **AREA C**. Mapping data will be compiled meeting the following specifications:

|                               |  |
|-------------------------------|--|
| <b>PLANIMETRIC DATA SCALE</b> | 1"=100' SCALE (CLASS II STANDARDS)       |
| <b>TOPOGRAPHIC DATA SCALE</b> | 2' CONTOUR INTERVAL (CLASS II STANDARDS) |

| <b>MAPPING DELIVERABLE</b> | <b>FORMAT</b> |
|----------------------------|---------------|
| PLANIMETRIC FILE           | AutoCAD       |
| CONTOUR FILE               | AutoCAD       |
| DIGITAL-TERRAIN-MODEL FILE | AutoCAD       |

The CAD products above will be delivered directly to **SEH** for the updating of ALP drawings.

### Mapping Edit and GIS Formatting

In addition to generating mapping data in CAD formats, all collected data will be edited and formatted in the appropriate GIS format. In terms of GIS-attributes, MTZ will be responsible for populating all critical attributes required for upload.

Final GIS data will meet the following specifications:

|                                    |  |
|------------------------------------|--|
| <b>DATA TO BE FORMATTED IN GIS</b> | Planimetric/Topographic Data<br>Runway Data<br>NAVAID Data<br>Airport Airspace Analysis Data |
| <b>GIS DATA-MODEL UTILIZED</b>     | FAA Airports-GIS (AC 150/5300-18B, Chapter 5)  |
| <b>GIS DELIVERY FORMAT</b>         | ArcGIS Shapefile   |

### Airports-GIS Data Submission and Final Reporting

All data will be formatted into compliant Airports-GIS format and prepared for submission. Prior to submission, the survey-files will be tested using the FAA's survey-file-test tool in order to ensure acceptability. A "Final Report" will be generated in accordance with Advisory Circular 150/5300-18B and submitted with the final project file. Project close-out will also consist of ensuring receipt and acceptance of the obstruction survey and digital mapping data by SEH, the FAA and NGS.

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**DELIVERABLE OVERVIEW**

| <b>DELIVERABLE</b>  | <b>NOTES</b>                              |
|---|---|
| FAA AIRPORTS-GIS STATEMENT-OF-WORK  | ASSIST SEH WITH PREP, REVIEW, & SUBMITTAL |
| FAA AIRPORTS-GIS IMAGERY PLAN   | MTZ WILL SUBMIT TO AGIS                   |
| FAA AIRPORTS-GIS SURVEY/QUALITY CONTROL PLAN                              | MTZ WILL SUBMIT TO AGIS                   |
| AP ACQUISITION REPORT (RAW AERIAL IMAGERY, CONTROL DATA, AND A.T. REPORT) | MTZ WILL SUBMIT TO AGIS                   |
| AIRPORTS-GIS AIRPORT AIRSPACE ANALYSIS DATA                               | ArcGIS SHAPEFILE                          |
| PART 77 OBSTRUCTION DATA  | CAD FILE AND SPREADSHEET                  |
| PLANIMETRIC & TOPOGRAPHIC MAPPING DATA                                    | CAD FILE                                  |
| AIRPORTS-GIS FORMATTING FOR ALL DATA                                      | ArcGIS SHAPEFILE                          |
| DIGITAL ORTHO IMAGERY OF AREA 'A' (1.0' GSD)                              | COPIES WILL BE MADE FOR SEH AND FAA       |
| DIGITAL ORTHO IMAGERY OF AREA 'C' (0.50' GSD)                             | COPIES WILL BE MADE FOR SEH AND FAA       |
| FAA AIRPORTS-GIS FINAL REPORT   | MTZ WILL SUBMIT TO AGIS                   |

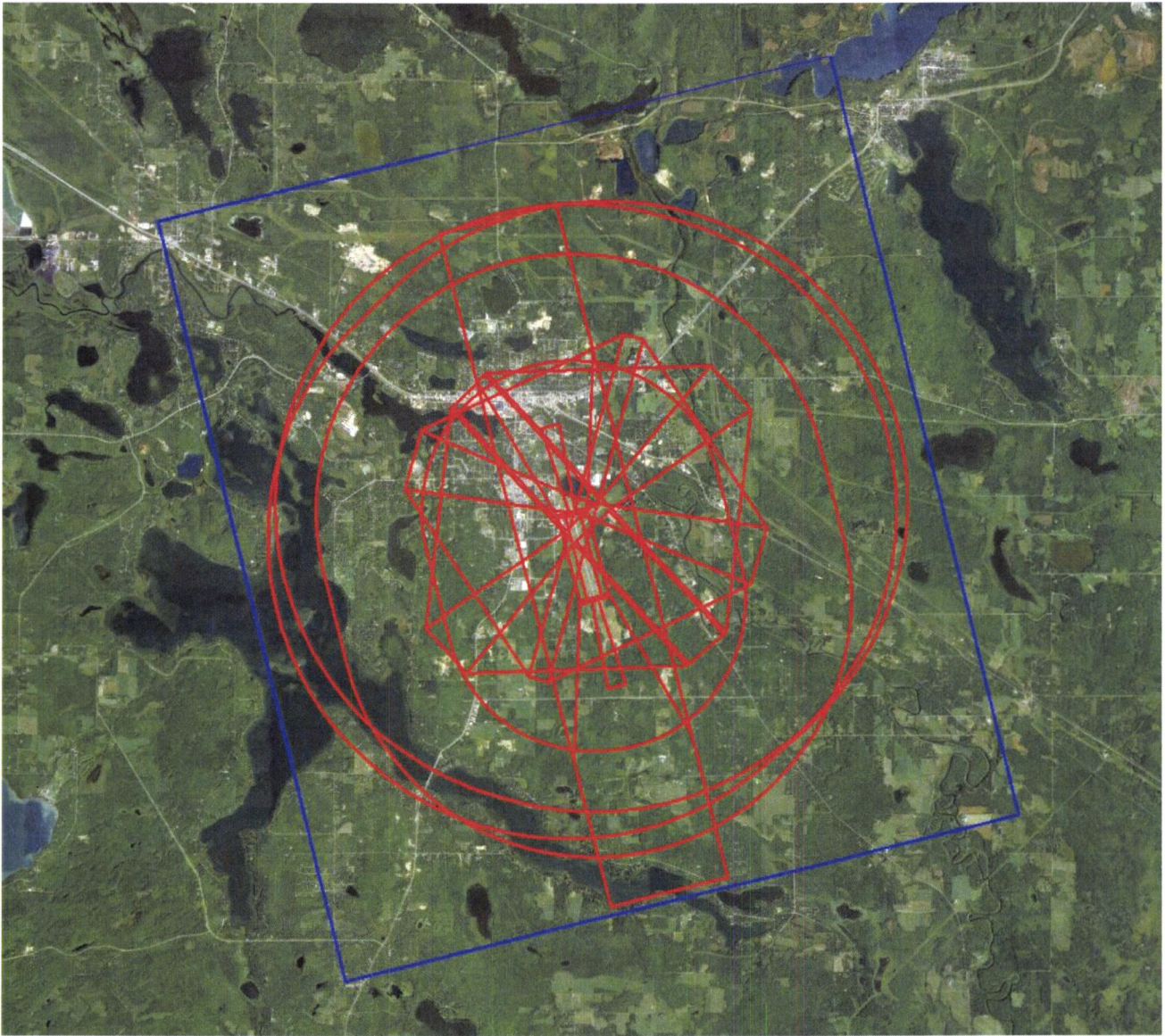
**FEE SCHEDULE**

It is understood that compensation for this project will be on a **LUMP SUM** basis. MTZ will invoice SEH monthly based on percent-complete of each category below. The following is a proposed fee schedule based on major production processes/work category:

| <b>TASK</b>  | <b>FEE</b>          |
|--|---------------------|
| Management (Airports-GIS Plans, Coordination, Oversight)                                 | 4,389.00            |
| Imagery Acquisition (Flight Mission)   | 14,990.00           |
| Control Selection  | 288.00              |
| Aerotriangulation  | 3,456.00            |
| Orthophoto Production (0.5' GSD)   | 2,700.00            |
| Orthophoto Production (1.0' GSD)   | 6,507.00            |
| Planimetric/Topographic Mapping  | 4,149.60            |
| Airports-GIS Airspace Analysis/ Part 77 Obstruction Survey                               | 9,240.00            |
| GIS Formatting / FAA Compliance (Mapping & Obstruction Survey)                           | 4,815.75            |
| Field-Survey Services<br>(Geodetic Control, Imagery Control, Runway, and NAVAID Surveys) | 35,200.00           |
| <b>TOTAL</b>   | <b>\$ 85,735.35</b> |



# Area A - Airports-GIS Airspace Analysis Limits



Red Limit - 18B/Airports-GIS Obstruction Identification Surfaces  
Blue Limit - 1.0' GSD Ortho Imagery Limit

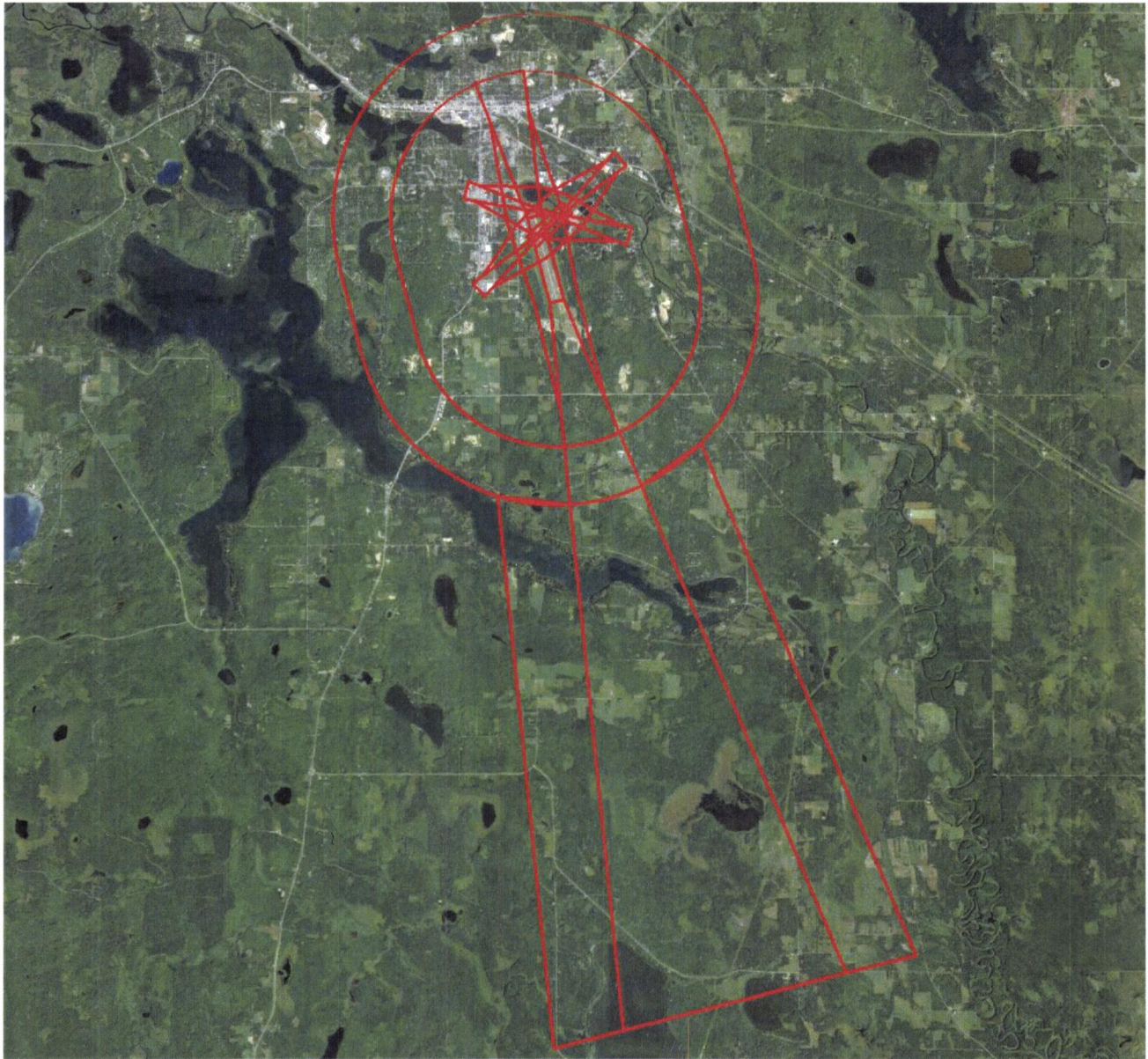


**MTZ | Martinez Geospatial**  
2915 Waters Road Suite 100  
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## Area B - Part 77 Airspace Analysis Limits



Red Limit - Part 77 Obstruction Identification Surfaces



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# Area C - Planimetric & Topographic Mapping Limit



Red Limit - Planimetric & Topographic Mapping Limit  
Blue Limit - 0.50' GSD Ortho Imagery Limit



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Eagan, Minnesota 55121  
Tel: 651.686.8424 Fax: 651.686.8389





## **Applied Ecological Services Scope of Work**

All work will be conducted by a qualified airport wildlife biologist according to FAA AC 150/5200-36A, and completed in accordance with guidance available in FAA AC 150/5200-33B, *Hazardous Wildlife Attractants On or near Airports*, draft FAA AC 150/5200-38, *Protocol for the Conduct and Review of Wildlife Hazard Site visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans*, and the *Wildlife Hazard Management at Airports, A Manual for Airport Personnel*. AES proposes the following tasks for completion of the WHSV and the final summary report:

### **Task 1 Desktop Analysis**

AES will complete a desktop/data review to analyze historical and current wildlife strike event records, and other information. During this task, AES reviews wildlife strike history (Airport Strike Log/FAA database), aircraft movement/operations information, previous wildlife control efforts (including any previous hazard assessments or management plans), and relevant airport personnel responsibilities. Desktop mapping will inform our recommendations regarding the potential development of a full WHA plan for wildlife surveying within a 5-mile radius around the airport.

**Professional Fee: \$800**

### **Task 2 Site Visit**

We will also conduct a two-day Site Visit to identify wildlife attractants on and near the airport (within a 10,000 foot radius from the AOA), including food sources (both plant and animals), roosting/structural habitat, access points, etc. This site visit will be conducted during a suitable time frame to document strike risks at KGPZ (ex. fall waterfowl migration).

We will identify and document food sources, access points, structural habitat, and other attractants which are currently supporting wildlife population in the AOA and larger study area. Largely, this task will cover faunal and vegetative observations and simple survey methods, but wildlife attractants will also be documented on a separate, standardized data sheet and be geo-referenced and displayed via mapping separately from the faunal and floral assessments.

**Professional Fee: \$2,000**

### **Task 3 Complete and Submit a Site Visit Report and Wildlife Hazard Management Plan**

A Wildlife Hazard Site Visit Report will be completed using background studies and the 2 day site visit and data gathering exercise. This report will provide determination as to whether a full, 12 month Wildlife Hazard Assessment will be recommended or not. A summary of the site visit assessment methods and wildlife data will also be included. Adhering closely to FAA requirements, AES will provide a site visit report that summarizes the following:

1. Executive Summary with recommendations
2. Introduction and objectives
3. Synopsis of the National Strike Database for the airport
4. Section on Wildlife Attractants
5. Section on Operations and Communication
6. Recommendations to reduce hazards to air carrier operations at KGPZ
7. Professional opinion regarding whether a one-year WHA is recommended
8. Literature Cited
9. Appendices

The wildlife biologist may identify certain unexpected wildlife attractants or hazard issues that may require further study including separate studies and/or the completion of a WHA. In this event, the biologist will deliver the WHSV report and identify the additional needs for FAA review and concurrence. The FAA will review and accept the WHSV report. The FAA will determine if a WHA in lieu of a WHMP is required. The completion of any work beyond the WHSV (and WHMP) is outside of the scope of this project.

Upon completion of this report, it will be incorporated into and used to develop a Wildlife Hazard Management Plan (WHMP) for KGPZ. Using the findings of the WHSV, AES prepare a WHMP in accordance with FAA AC 150/5200-33B, *Hazardous Wildlife Attractants On or near Airports* and *Wildlife Hazard Management at Airports, A Manual for Airport Personnel*, FAR Part 139.337, *Wildlife Hazard Management* applicable to this general aviation airport, as well as draft FAA AC 150/5200-38, *Protocol for the Conduct and Review of Wildlife Hazard Site visits, Wildlife Hazard Assessments, and Wildlife Hazard Management Plans* to identify recommended Sponsor actions to minimize wildlife attractants. This WHMP will provide prioritized and actionable site-specific land management objectives, active hazing and depredation inventory and protocols, operations and communications methodology, and wildlife monitoring tasks for maintaining a safe airspace and AOA for all air carrier operations at KGPZ. The WHMP will be delivered to the City of Grand Rapids for submission to the FAA for approval and incorporation into KGPZ's procedures.

**Professional Fee: \$3,500**

### Fee Schedule

| Task | Description  | Cost    | Total   |
|------|--|---------|---------|
| 1    | Desktop Analysis   | \$800   | \$6,300 |
| 2    | 2-day Site Visit   | \$2,000 |         |
| 3    | Site Visit Report, Professional Opinion, and Wildlife Hazard Management Plan | \$3,500 |         |



**ESTIMATED FEES AND EXPENSES**  
**ATTACHMENT B**  
**Master Plan / Airport Layout Plan**  
**Grand Rapids/Itasca County Airport (GPZ)**  
**Grand Rapids, Minnesota**

| Task No. | Task Description  | Principal  | Project Engineer A | Planner    | GIS       | Scientist | Senior Technician | Project Engineer B | Licensed Surveyor | FAA Doc. Specialist | Admin Technician | Task Total |
|----------|---|------------|--------------------|------------|-----------|-----------|-------------------|--------------------|-------------------|---------------------|------------------|------------|
| 1.1      | Project Scoping/Contract Development  | 8          | 10                 | 26         |           |           |                   | 6                  |                   |                     | 2                | 52         |
| 1.2      | Client Meetings   | 24         | 24                 | 48         |           |           |                   |                    |                   |                     |                  | 96         |
| 1.3      | Project Coordination and Agency Meetings                                    |            | 24                 | 24         |           |           |                   |                    |                   |                     |                  | 48         |
| 1.4      | Project Administration  | 4          | 2                  | 32         |           |           |                   | 20                 |                   |                     | 2                | 60         |
| 1.5      | Quality Assurance and Control   | 24         | 8                  | 8          |           |           |                   |                    |                   |                     |                  | 40         |
| 2.0      | <b>Airport Master Plan</b>  |            |                    |            |           |           |                   |                    |                   |                     |                  |            |
| 2.1      | Airport Inventory   | 6          | 6                  | 34         | 10        | 18        | 1                 |                    | 10                |                     | 0.5              | 85.5       |
| 2.2      | General Aviation and Business Use Evaluation                                |            |                    | 30         | 2         |           |                   |                    |                   |                     | 4                | 36         |
| 2.3      | General Aviation Forecasts  | 4          |                    | 40         | 2         |           |                   |                    |                   |                     | 0.5              | 46.5       |
| 2.4      | Demand/Capacity Analysis  |            |                    | 4          |           |           |                   |                    |                   |                     | 0.5              | 4.5        |
| 2.5      | Facility Development/Recommendations  | 4          | 10                 | 50         | 1         |           | 12                |                    |                   |                     | 0.5              | 77.5       |
| 2.6      | Airside Development Alternatives Analysis                                   | 8          | 8                  | 40         | 1         | 1         | 8                 |                    |                   |                     | 0.5              | 66.5       |
| 2.7      | Environmental Overview  |            |                    | 8          | 6         | 18        |                   |                    |                   |                     | 0.5              | 32.5       |
| 2.7.1    | Sustainability Plan   |            |                    | 10         |           | 16        |                   |                    |                   |                     | 0.5              | 26.5       |
| 2.7.2    | Wildlife Hazard Site Visit  |            |                    | 4          |           |           |                   |                    |                   |                     | 0.25             |            |
| 2.8      | Capital Improvement Plan / Implementation Plan                              | 8          | 20                 | 20         |           |           |                   |                    |                   |                     | 0.5              | 48.5       |
| 2.9      | Executive Summary   |            | 2                  | 10         |           |           |                   |                    |                   |                     | 0.5              | 12.5       |
| 3.0      | <b>Airport Layout Plan</b>  |            |                    |            |           |           |                   |                    |                   |                     |                  |            |
| 3.1      | Sheet 1: Title Sheet  |            | 0.5                | 8          | 1         |           |                   |                    |                   |                     | 0.25             | 9.75       |
| 3.2      | Sheet 2: Existing Airport Layout Plan Drawing                               |            | 1                  | 24         | 1         |           | 8                 |                    |                   |                     | 0.25             | 34.25      |
| 3.3      | Sheet 3: Proposed Airport Layout Plan Drawing                               |            | 1                  | 20         |           |           | 10                |                    |                   |                     | 0.25             | 31.25      |
| 3.4      | Sheet 4: Airport Airspace Drawing   |            | 2                  | 6          | 1         |           | 1                 |                    |                   |                     | 0.25             | 10.25      |
| 3.5      | Sheet 5: Inner Portion of the Approach Surface Drawing - Rwy 16 Ext & Ult.  |            | 2                  | 16         |           |           | 1                 | 8                  |                   |                     | 0.25             | 27.25      |
| 3.6      | Sheet 6: Inner Portion of the Approach Surface Drawing - Rwy 34 Ext & Ult.  |            | 2                  | 16         |           |           | 1                 | 8                  |                   |                     | 0.25             | 27.25      |
| 3.7      | Sheet 7: Inner Portion of the Approach Surface Drawing - Rwy 5 Ext & Ult.   |            | 1                  | 12         |           |           | 1                 | 8                  |                   |                     | 0.25             | 22.25      |
| 3.8      | Sheet 8: Inner Portion of the Approach Surface Drawing - Rwy 23 Ext & Ult.  |            | 1                  | 12         |           |           | 1                 | 8                  |                   |                     | 0.25             | 22.25      |
| 3.9      | Sheet 9: Inner Portion of the Approach Surface Drawing - Rwy 10 Ext & Ult.  |            | 1                  | 12         |           |           | 1                 | 8                  |                   |                     | 0.25             | 22.25      |
| 3.10     | Sheet 10: Inner Portion of the Approach Surface Drawing - Rwy 28 Ext & Ult. |            | 1                  | 12         |           |           | 1                 | 8                  |                   |                     | 0.25             | 22.25      |
| 3.11     | Sheet 11: Existing Terminal Area Drawing                                    |            | 0.5                | 14         |           |           |                   |                    |                   |                     | 0.25             | 14.75      |
| 3.12     | Sheet 12: Future Terminal Area Drawing                                      |            | 0.5                | 12         |           |           |                   |                    |                   |                     | 0.25             | 12.75      |
| 3.13     | Sheet 13: Land Use Drawing  |            | 0.5                | 12         | 2         |           | 1                 |                    |                   |                     | 0.25             | 15.75      |
| 3.14     | Sheet 14: Airport Property Map / Exhibit A                                  | 4          | 0.5                | 16         |           |           | 4                 |                    | 381.25            |                     | 0.5              | 406.25     |
| 3.15     | Airport GIS (AGIS)  |            |                    |            |           |           |                   |                    |                   |                     |                  |            |
| 3.15.1   | FAA Airports GIS (AGIS) Project Initiation                                  |            |                    |            |           |           |                   | 6                  |                   |                     |                  | 6          |
| 3.15.2   | Project Geodetic Control  |            |                    |            |           |           |                   | 12                 |                   |                     |                  | 12         |
| 3.15.3   | Generate Planimetric & Topographic Basemaps                                 |            |                    |            |           |           | 2                 | 10                 |                   |                     |                  | 12         |
| 3.15.4   | Runway & Navigational Aid Surveys   |            |                    |            |           |           | 2                 | 18                 |                   |                     |                  | 20         |
| 3.15.5   | Airport Airspace Analysis   |            |                    |            |           |           |                   | 6                  |                   |                     |                  | 6          |
| 3.15.6   | FAR Part 77 Obstruction Analysis  |            | 1                  | 4          |           |           | 4                 | 4                  |                   |                     |                  | 13         |
| 3.15.7   | FAA AGIS Data Processing and Submission                                     |            |                    |            |           |           | 2                 | 12                 |                   |                     |                  | 14         |
|          |   |            |                    |            |           |           |                   |                    |                   |                     |                  | 0          |
| 4.0      | <b>Runway Protection Zone (RPZ) Analysis</b>                                | 4          | 2                  | 32         |           |           |                   |                    |                   |                     |                  | 38         |
| 5.0      | <b>Closeout Report</b>  | 2          |                    | 4          |           |           |                   |                    |                   | 24                  |                  | 30         |
|          | <b>Total hours per labor category</b>                                       | <b>100</b> | <b>131.5</b>       | <b>620</b> | <b>27</b> | <b>53</b> | <b>61</b>         | <b>142</b>         | <b>391.25</b>     | <b>24</b>           | <b>16.5</b>      |            |

**ESTIMATE OF LABOR COSTS:**

| Labor Category                    | Hours        | Rate    | Extension           |
|-----------------------------------|--------------|---------|---------------------|
| Principal                         | 100          | \$60.90 | \$6,090.39          |
| Project Engineer A                | 132          | \$49.83 | \$6,552.83          |
| Planner                           | 620          | \$47.26 | \$29,298.97         |
| GIS                               | 27           | \$41.80 | \$1,128.53          |
| Scientist                         | 53           | \$32.21 | \$1,707.03          |
| Senior Technician                 | 61           | \$31.29 | \$1,908.78          |
| Project Engineer B                | 142          | \$40.82 | \$5,796.28          |
| Licensed Surveyor                 | 391          | \$32.32 | \$12,645.75         |
| FAA Documentation Specialist      | 24           | \$46.70 | \$1,120.80          |
| Admin Technician                  | 17           | 24.88   | \$410.60            |
| <b>Total Direct Labor Costs</b>   | <b>1,566</b> |         | <b>\$66,659.96</b>  |
| Labor and Administrative Overhead |              |         | <b>\$114,655.13</b> |
| <b>Total Labor Costs</b>          |              |         | <b>\$181,315.09</b> |

**ESTIMATE OF EXPENSES:**

| Direct Expenses  | Quantity | Rate        | Extension           |
|--|----------|-------------|---------------------|
| AGIS Geospatial (Subconsultant - Martinez Geospatial)  | 1        | \$85,735.35 | \$85,735.35         |
| Wildlife Hazard Site Visit (Subconsultant)             | 1        | \$6,300.00  | \$6,300.00          |
| Flights  | 4        | \$1,500.00  | \$6,000.00          |
| Mileage  | 724      | \$0.56      | \$405.44            |
| Travel Expenses  | 1        | \$200.00    | \$200.00            |
| O&E Report (20 parcels)                                | 60       | \$100.00    | \$6,000.00          |
| Title Opinion (95 parcels)                             | 95       | \$250.00    | \$23,750.00         |
| Computer Usage   | 1,566    | \$3.00      | \$4,698.75          |
| Airport Layout Plan Reproductions (9 sheets - 12 sets) | 12       | \$135.00    | \$1,620.00          |
| Presentation Materials                                 | 1        | \$600.00    | \$600.00            |
| IFR Flight Plan Data                                   | 1        | \$2,000.00  | \$2,000.00          |
| Master Plan Reports (13 copies)                        | 13       | \$75.00     | \$975.00            |
| Reproductions  | 1        | \$300.00    | \$300.00            |
| Survey Mailings / Miscellaneous                        | 200      | \$1.00      | \$200.00            |
| <b>Total Expenses</b>                                  |          |             | <b>\$138,784.54</b> |

**SUMMARY:**

|                              |                     |
|------------------------------|---------------------|
| Total Labor Costs + Expenses | \$320,099.63        |
| Fee (15%)                    | \$48,014.94         |
| <b>Total</b>                 | <b>\$368,114.57</b> |
| <b>Estimated Total</b>       | <b>\$368,100.00</b> |



## Attachment C

### NON CONSTRUCTION CONTRACT

#### CIVIL RIGHTS ACT OF 1964, TITLE VI – CONTRACTOR CONTRACTUAL REQUIREMENTS

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

**1.1 Compliance with Regulations.** The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

**1.2 Nondiscrimination.** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

**1.3 Solicitations for Subcontracts, Including Procurements of Materials and Equipment.** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

**1.4 Information and Reports.** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

**1.5 Sanctions for Noncompliance.** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination, or suspension of the contract, in whole or in part.

**1.6 Incorporation of Provisions.** The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

#### AIRPORT AND AIRWAY IMPROVEMENT ACT OF 1982, SECTION 520 - GENERAL CIVIL RIGHTS PROVISIONS

The contractor assures that it will comply with pertinent statutes, Executive orders and such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision obligates the tenant/concessionaire/lessee or its transferee for the period during which Federal assistance is



extended to the airport a program, except where Federal assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon. In these cases the provision obligates the party or any transferee for the longer of the following periods: (a) the period during which the property is used by the airport sponsor or any transferee for a purpose for which Federal assistance is extended, or for another purpose involving the provision of similar services or benefits or (b) the period during which the airport sponsor or any transferee retains ownership or possession of the property. In the case of contractors, this provision binds the contractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964.

## **DISADVANTAGED BUSINESS ENTERPRISES**

**Contract Assurance (§26.13)** - The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

**Prompt Payment (§26.29)** - The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than *[specify number]* days from the receipt of each payment the prime contractor receives from *[Name of recipient]*. The prime contractor agrees further to return retainage payments to each subcontractor within *[specify the same number as above]* days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the *[Name of Recipient]*. This clause applies to both DBE and non-DBE subcontractors.

## **LOBBYING AND INFLUENCING FEDERAL EMPLOYEES**

(1) No Federal appropriated funds shall be paid, by or on behalf of the contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant and the amendment or modification of any Federal grant.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any Federal grant, the contractor shall complete and submit Standard Form-LLL, "Disclosure of Lobby Activities," in accordance with its instructions.

## **ACCESS TO RECORDS AND REPORTS**

The Contractor shall maintain an acceptable cost accounting system. The Contractor agrees to provide the Sponsor, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers, and records of the contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

## **RIGHTS TO INVENTIONS**

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

## **TRADE RESTRICTION CLAUSE**

The contractor or subcontractor, by submission of an offer and/or execution of a contract, certifies that it:

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);



b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;

c. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a contractor or subcontractor who is unable to certify to the above. If the contractor knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the contractor agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor unless it has knowledge that the certification is erroneous.

The contractor shall provide immediate written notice to the sponsor if the contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The subcontractor agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## **TERMINATION OF CONTRACT**

a. The Sponsor may, by written notice, terminate this contract in whole or in part at any time, either for the Sponsor's convenience or because of failure to fulfill the contract obligations. Upon receipt of such notice services shall be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this contract, whether completed or in progress, delivered to the Sponsor.

b. If the termination is for the convenience of the Sponsor, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.

c. If the termination is due to failure to fulfill the contractor's obligations, the Sponsor may take over the work and prosecute the same to completion by contract or otherwise. In such case, the contractor shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.

d. If, after notice of termination for failure to fulfill contract obligations, it is determined that the contractor had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor. In such event, adjustment in the contract price shall be made as provided in paragraph 2 of this clause.

e. The rights and remedies of the sponsor provided in this clause are in addition to any other rights and remedies provided by law or under this contract.



**Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 180 & Title 2 CFR Part 1200**

The contract agreement that ultimately results from this solicitation is a “covered transaction” as defined by Title 2 CFR Part 180. Bidder must certify at the time they submit their proposal that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction. The bidder with the successful bid further agrees to comply with Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”.

**Certification Regarding Debarment and Suspension (Non-Procurement) – Title 2 CFR Part 1200 and Title 2 CFR Part 180, Subpart C**

The successful bidder by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction” must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder shall accomplish this by:

- i. Checking the System for Award Management at website: <http://www.sam.gov>
- ii. Collecting a certification statement similar to paragraph a.
- iii. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that an individual failed to tell a higher tier that they were excluded or disqualified at the time they entered the covered transaction with that person, the FAA may pursue any available remedy, including suspension and debarment.

**TEXTING WHEN DRIVING**

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving" (10/1/2009) and DOT Order 3902.10 "Text Messaging While Driving" (12/30/2009), FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or sub-grant. The Contractor must promote policies and initiatives for employees and other work personnel that decrease crashes by distracted drivers, including policies to ban text messaging while driving. The Contractor must include these policies in each third party subcontract involved on this project.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1389      **Version:** 1      **Name:** Contract for Auditing Services  
**Type:** Agenda Item      **Status:** Finance  
**File created:** 6/8/2015      **In control:** City Council  
**On agenda:** 6/22/2015      **Final action:**  
**Title:** Consider entering into a three year Professional Services contract with Redpath and Company, Ltd. for auditing services for 2015, 2016 and 2017.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Contract for Auditing Services.pdf](#)

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

Consider entering into a three year Professional Services contract with Redpath and Company, Ltd. for auditing services for 2015, 2016 and 2017.

**Background Information:**

On April 27, 2015, the Council approved the Request for Proposal (RFP) for auditing services. The RFP submittal forms were sent to six accounting firms, we also posted on the League of Minnesota Cities website as well as the City's website and we received four responses. Tom Pagel, City Administrator, Laura Pfeifer, Assistant Finance Director and myself performed the review of the proposals. One firm respectfully declined to offer a proposal. After we reviewed the other three proposals, a firm was eliminated due to size and depth of experience of the office doing the audit and the three year contract was \$264,000. Two auditing firms were left, Redpath and Company as well as Abdo Eick & Meyers, LLP.

The total three-year contract for Redpath and Company is \$153,000 and the three year contract price for Abdo Eick & Meyers is \$147,947. We are recommending Redpath and Company as they quoted 400 hours for the audit and would be providing more hours with Senior Auditors. Abdo Eick & Meyers quoted 298 hours with the majority of the hours worked by the accounting staff. Abdo Eick & Meyers also had a contingency that this estimate assumes that the City completes their audit plan provided upon proposal acceptance. If the plan is not completed, additional charges may be billed at their standard hourly rate. The consensus was that both firms were qualified, and based on the past relationship and experience the City has had with Redpath and Company we are recommending entering into a Professional Services Contract with Redpath and Company, Ltd. for the years 2015 - 2017, with the option of auditing its financial statements for each of the two subsequent fiscal years.

The proposed contract for Auditing Services is attached for your consideration.

**Staff Recommendation:**

Tom Pagel, City Administrator, Laura Pfeifer, Assistant Finance Director and myself are recommending entering into a Professional Services Contract with Redpath and Company, Ltd. for the years of 2015, 2016 and 2017, with the option of auditing its financial statements for each of the two subsequent fiscal years.

**Requested City Council Action**

Consider entering into a Professional Services contract for Auditing Services with Redpath and Company, Ltd. for the years of 2015, 2016 and 2017 for a total amount of \$159, 000, with the option of auditing its financial statements for each of the two subsequent fiscal years.



## **AMENDED CONTRACT FOR AUDITING SERVICES**

THIS CONTRACT is made and entered into by and between the City of Grand Rapids, Minnesota, hereinafter referred to as the "City", and Redpath and Company, Ltd. hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, the City is seeking auditing services; and

WHEREAS, the Contractor can provide those services needed.

NOW THEREFORE, in consideration of the mutual covenants and considerations hereinafter contained, it is agreed by and between the City and the Contractor as follows:

**1. Scope of Services**

It shall be the general intent of the Scope of Services to have the Contractor perform auditing services as defined in Exhibit "A".

**2. Rate of Compensation**

Compensation to the Contractor will be as specified in Exhibit "B".

**3. Condition of Payment**

All services provided by the Contractor pursuant to this Contract shall be performed to the satisfaction of the City, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations. Payment shall be withheld for work found by the City to be unsatisfactory, or performed in violation of federal, state, and local laws, ordinances, rules or regulations.

Invoices will be submitted on a monthly basis for work performed.

**4. Time of Performance**

The contract will be for the years 2015 through 2017.

All work authorized by the City through this Agreement will be performed in a timely manner and in accordance with a time schedule shown in Exhibit "A".

**5. Ownership of Work Product**

The original documents and work product prepared by the Contractor under this Contract shall be the property of the Contractor.

**6. Termination of the Contract**

Either party may cancel this Contract at any time by giving written notice to the other party at east fifteen (15) calendar days prior to the effective date of the termination. The Contractor shall be paid for the work performed prior to the effective date of termination based upon the payment terms of this Contract. Such payment shall not exceed the maximum amount provided for by the terms of this Contract. Notice to the City shall be mailed or delivered to Barbara Baird, Finance Director, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, Minnesota 55744. Notice to the Contractor shall be delivered to ATTN:



David J. Mol, Redpath and Company, Ltd., 4810 White Bear Parkway, White Bear Lake, Minnesota 55110.

**7. Independent Contractor**

It is agreed that nothing contained in this Contract is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association with the City and Contractor. Contractor is an independent contractor and neither it, its employees, agents, subcontractors or representatives shall be considered employees, agents, or representatives of the city. Except as otherwise provided herein, Contractor shall maintain, in all respects, its present control over the means and personnel by which this Contract is performed. From any amounts due Contractor, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Contractor.

**8. Choice of Law**

The laws of the State of Minnesota shall govern all questions as to the execution, nature, obligation, instruction, validity, and performance of this Contract.

**9. Additional Services**

In the event that a substantial change is made in the scope, complexity or character of the work contemplated under this Contract, or if it becomes necessary for the Contractor to make substantial revisions to documentation completed or in progress and which has been approved by the City, such work will be deemed extra work. For extra work, the Contractor will be compensated as mutually agreed upon by the parties to this Contract. Such extra work costs will not be charged against the maximum fee set forth above. Time extensions may be granted by the City to the Contractor for completion of this project if the City feels that the "extra work" warrants the extension. An amendment to this Contract will be executed by both parties, Contractor, and City, for any work deemed "extra work".

**10. Accuracy of Work**

The Contractor shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation.

All items of work to be performed by the Contractor shall be done in accordance with the requirements and recommendations of, and subject to the approval of, the City.

**11. Subletting, Assignment, or Transfer**

No portion of the work under the Contract shall be sublet, sold, transferred, assigned, or otherwise disposed of except with the prior written consent of the City.

**12. Indemnity**

To the fullest extent of and only to the extent of proceeds available from Contractor's professional liability insurance, the contractor shall save and protect, hold harmless, indemnify and defend the City, its council members, officers, agents, employees and volunteer workers against any and all Liability, causes of action, claims, loss, damages or cost and expense arising from any professional errors and omissions and/or negligent acts and omissions of Contractor in the performance of this Contract.

Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by Contractor under this Contract. Contractor shall, without additional compensation, correct or revise any errors or deficiencies in contractor's final reports and services.

**13. Insurance**

Consultant shall not commence work under this Contract until it has obtained at its own cost and expenses all insurance required herein. All insurance coverage is subject to approval of the City and shall be maintained by Consultant until final completion of the work. Consultant further agrees that to protect itself as well as the City under the indemnity Contract set forth above, it shall at all times during the term of the Contract have and keep in force:

**A. Comprehensive General Liability**

Consultant shall obtain at its own cost and expenses all insurance required herein. All insurance coverage is subject to approval of the City and shall be maintained by Consultant at all times this Agreement is in effect. Consultant further agree that to protect themselves as well as the City of Grand Rapids under the indemnity Contract set forth above, they Consultant shall at all times during the term of the Agreement have and keep in force insurance protection as specified by Minn. Stat. Cpt. 466.04, subd. 1 as may be modified from time to time by the State Legislature.

**B. Professional Liability**

Professional liability insurance in a policy form acceptable to the City with a combined single limit of \$1,000,000 per occurrence, \$2,000,000 aggregate. Coverage shall include, but not be limited to reports, change orders, audits, or other work product of the Contractor.

**C. Workers' Compensation**

The consultant shall obtain and maintain for the duration of this Contract, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.



1. State: Minnesota – Statutory
2. Employer's Liability

Insurance certificates evidencing that the above insurance is in force with companies acceptable shall be submitted for examination and approval prior to the execution of the Contract, after which they shall be filed with the City. The insurance certificates shall specifically provide that a certificate shall not be modified, canceled, or non-renewed except upon thirty (30) days prior written notice. Neither the City's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes Consultant's responsibility to comply with the insurance specifications.

The City may withhold payment for failure of the consultant to furnish certificates of insurance as required above.

**14. Settlement of Claims**

In any case where the Contractor deems that extra compensation is due for services, materials or damages not expressly required by the Contract or not ordered in writing by the City as extra work, the Contractor shall notify the City in writing before it begins any such work on which the claim is based. If such notification is not previously given or the claim is not separately and strictly accounted for, and approved by the City in writing before the Contractor commences said work, the Contractor hereby waives and releases forever any claim or costs for such extra compensation. However, such notice or accounting shall not in any way be construed as proving the validity of any claim by Contractor.

The parties agree that any dispute over extra services, or questions of whatever nature arising out of this contract not resolved between the parties must be submitted to mediation prior to any Litigation.

**15. Successors and Assigns**

The City and Contractor, respectively, bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Contract and to the partners, successors, assigns, and Legal representatives of such other party with respect to all covenants of this Contract. Neither the City nor Contractor shall assign, sublet, or transfer any interest in this Contract without the prior written consent of the other.



**16. Equal Employment and Nondiscrimination and Affirmative Action**

In connection with the work under this Contract, Contractor agrees to comply with the applicable provisions of state and federal equal employment opportunity and nondiscrimination statutes and regulations.

**17. Separability**

In the event any provision of this Contract shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties unless such invalidity or non-enforceability would cause the Contract to fail its purpose. One or more waivers by either party of any provision, term, condition, or covenant shall not be construed by the other party as a waiver of a subsequent breach of the same by the other party.

**18. Entire Contract**

It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between the City and Contractor relating to the subject matter hereof.

**19. Relationship with Others**

The Contractor shall cooperate fully with the City, local government officials, other auditors or City staff, and others as may be directed by the City.

**20. Covenant Against Contingent Fees**

The Contractor warrants that it has not employed or retained any company or person other than a bona fide employee working solely for the Contractor to solicit or secure this Contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Contractor and fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, the City shall have the right to annul this Contract without liability, or in its discretion, to deduct from the Contract price or consideration or otherwise recover the full amount of such fee, commission, percentage, brokerage fee) gifts or contingent fee.

**21. Laws**

The Contractor shall keep himself fully informed of all existing and current regulations of the city, county, state and federal laws which in any way limit or control the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations and shall protect and indemnify the City as provided in Article 12 of this Contract.

**22. Authorized Agent of the City of Grand Rapids**

The City of Grand Rapids shall appoint an authorized agent for the purpose of administration of this Contract. Contractor is notified of the authorized agent of the City is as follows:

Barbara Baird  
Finance Director  
420 North Pokegama Avenue  
Grand Rapids, Minnesota 55744

**23. Modification of Contract**

Any alterations, variations, modifications, or waivers of provisions of this Contract shall only be valid when they have been reduced to writing, signed by the Mayor and City Administrator of the City and the contractor and attached to the original of this Contract.

IN WITNESS WHEREOF, the City and the Contractor by their authorized partner or office have hereunto subscribed their names.

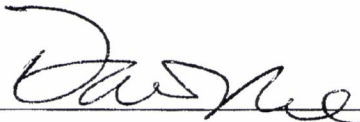
DATE: \_\_\_\_\_ CITY OF GRAND RAPIDS, MINNESOTA

By: \_\_\_\_\_  
Dale Adams, Mayor

By: \_\_\_\_\_  
Tom Pagel, City Administrator

DATE: 6/10/15 \_\_\_\_\_ CONTRACTOR

\_\_\_\_\_  
REDPATH AND COMPANY, LTD.

By:  \_\_\_\_\_  
David J. Mol  
Its: Partner

**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
SCOPE OF SERVICES**

*Page 1*

We are pleased to confirm our understanding of the services we are to provide the City of Grand Rapids, Minnesota and Grand Rapids for the years ending December 31, 2015, 2016 and 2017. The scope of services includes the following for each year of the engagement.

**Audit and Related Services**

- Audit of the basic financial statements with an “in-relation-to” opinion on the combining and individual fund statements, required supplementary information and other schedules. The Public Utilities Commission component unit will be audited by other auditors.
- Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management’s discussion and analysis (MD&A), to supplement the City’s basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context.
- As part of our engagement, we will apply certain limited procedures to the City’s RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management’s responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:
  - Management’s discussion and analysis
  - Schedule of funding progress - OPEB
- State Legal Compliance Audit.
- Preparation of separate Management Letter.
- Federal Single Audit, if needed.



**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
SCOPE OF SERVICES**

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**Nonaudit Services**

- Preparation of draft financial statement documents and processing the final documents.
- If required, preparation of draft single audit documents and processing the final documents.

**Audit Objectives**

The objective of our audit is the expression of opinions as to whether your financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the additional information referred to in the first paragraph when considered in relation to the basic financial statements taken as a whole. The objective also includes reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The Government Auditing Standards report on internal control over financial reporting and on compliance and other matters will include a paragraph that states (1) that the purpose of the report is solely to describe the scope of testing of internal control over financial reporting and compliance and the result of that testing and not to provide an opinion on the effectiveness of internal control over financial reporting or on compliance, and (2) that the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering internal control over financial reporting and compliance. The OMB Circular A-133 report on internal control over compliance will include a paragraph that states that the purpose of the report on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of OMB Circular A-133. Both reports will state that the report is not suitable for any other purpose.

**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
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Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America, the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; and the provisions of OMB Circular A-133, and will include tests of the accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and render the required reports. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or the single audit compliance opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

**Audit Procedures – General**

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform the appropriate level of management of any material errors, any



**CONTRACT FOR AUDITING SERVICES  
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fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We include such matters in the reports required for a Single Audit. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; schedule of expenditures of federal awards; federal award programs; compliance with laws, regulations, contracts and grant agreements; and other responsibilities required by generally accepted auditing standards.

**Audit Procedures – Internal Controls**

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.



**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
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An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

**Audit Procedures – Compliance**

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with the provisions of applicable laws, regulations, contracts, agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of these procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

The Minnesota Legal Compliance Audit Guide for Local Government requires that we test whether the auditee has complied with certain provisions of Minnesota Statutes. Our audit will include such test of the accounting records and other procedures as we consider necessary in the circumstances.

**Other Services**

As part of the audit, we will assist with preparation of your financial statements, schedule of expenditures of federal awards, and related notes. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*.

**Management Responsibilities**

Management is responsible for (a) establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives

**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
EXHIBIT A  
SCOPE OF SERVICES**

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are met; (b) following laws and regulations; (c) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (d) ensuring that management is reliable and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) additional information that we may request for the purpose of the audit, and (3) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on



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reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan.

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for preparation of the schedule of expenditures of federal awards in conformity with OMB Circular A-133. You agree to include our report on the schedule of expenditures of federal awards in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards. You also agree to make the audited financial statements readily available to intended users of the schedule of expenditures of federal awards no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with OMB Circular A-133; (2) that you believe the schedule of expenditures of federal awards, including its form and content, is fairly presented in accordance with OMB Circular A-133; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

You are also responsible for the preparation of the other supplementary information, which we have been engaged to report on, in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) that you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) that the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance



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**EXHIBIT A**  
**SCOPE OF SERVICES**

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audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards, related notes and other nonaudit services we provide. You will be required to acknowledge in the written representation letter our assistance with preparation of the financial statements and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services; and accept responsibility for them.

**Engagement Administration, Fees and Other**

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service providers.

We understand that your employees will prepare all cash, accounts receivable, or other confirmations we request and will locate any documents selected by us for testing.

**CONTRACT FOR AUDITING SERVICES**  
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At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Redpath and Company, Ltd. and constitutes confidential information. However, subject to applicable laws and regulations and documentation and appropriate individuals will be made available upon request in a timely manner to a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Redpath and Company, Ltd. personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies.

The audit documentation will be retained for a minimum of five years after the report release date or for any additional period requested by the federal agency. If we are aware that a federal awarding agency or auditee is contesting a finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

David J. Mol, CPA is the engagement partner and is responsible for supervising the engagement and signing the report.

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**Nonaudit Services**

The City employee(s) assigned to oversee the nonaudit services is as follows:

- Finance Director
- Assistant Finance Director
- Other Employee (name and title) \_\_\_\_\_



**CONTRACT FOR AUDITING SERVICES  
CITY OF GRAND RAPIDS, MINNESOTA AND REDPATH AND COMPANY, LTD.  
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FEES**

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We agree that our fee for these services, including expenses, will not exceed the following:

|   | 2015             | 2016             | 2017             |
|---|------------------|------------------|------------------|
| City, including financial statement preparation | \$ 42,000        | \$ 42,000        | \$ 42,000        |
| Federal single audit, if needed <sup>(1)</sup>  | 5,000            | 5,000            | 5,000            |
| Out-of-pocket expenses                          | 4,000            | 4,000            | 4,000            |
| Subtotal  | 51,000           | 51,000           | 51,000           |
| PUC delay fee                                   | 2,000            | 2,000            | 2,000            |
| Total   | <u>\$ 53,000</u> | <u>\$ 53,000</u> | <u>\$ 53,000</u> |

<sup>(1)</sup> Assumes one major program

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary due to a change in the scope of services or delays in receiving audit information requests, we will discuss it with you and arrive at a new fee estimate.



**LIEM & COMPANY, P.C.**  
Certified Public Accountants & Business Consultants

Member:  
Private Companies Practice  
Section, Division of Firm,  
American Institute of Certified Public Accountants  
Arizona Society of Certified Public Accountants

### System Review Report

September 26, 2013

To the Shareholders of  
HLB Tautges Redpath, Ltd.  
and the Peer Review Committee of the Minnesota Society of CPAs

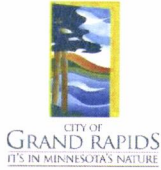
We have reviewed the system of quality control for the accounting and auditing practice of HLB Tautges Redpath, Ltd. (the firm) in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary).

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards* and audits of employee benefit plans.

In our opinion, the system of quality control for the accounting and auditing practice of HLB Tautges Redpath, Ltd. in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. HLB Tautges Redpath, Ltd. has received a peer review rating of *pass*.

*LIEM & COMPANY, P.C.*

4455 East Camelback Road  
Suite E290  
Phoenix, Arizona 85018  
Telephone (602) 667-6040  
Fax (602) 667-6039  
[www.liemcpa.com](http://www.liemcpa.com)



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 15-1426      **Version:** 1      **Name:** Golf Course Bituminous  
**Type:** Agenda Item      **Status:** Golf Course  
**File created:** 6/16/2015      **In control:** City Council  
**On agenda:** 6/22/2015      **Final action:**  
**Title:** Award a quote to Hawkinson Construction for a bituminous trail at the golf course.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Pokegama Cart Path.pdf](#)

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

Award a quote to Hawkinson Construction for a bituminous trail at the golf course.

**Background Information:**

The Pokegama Golf Board and staff request approval to install 210' of bituminous cart path near the new on-course restroom. This cart path is one of our budgeted items within our 2015 on-course improvement plan. Hawkinson Construction has submitted a price quote of \$8,900 to prepare the base and install the bituminous. Hawkinson Construction is the only producer of bituminous in the area. Because of the small quantity and single source only one quote was obtained. Funding for this item will come from the 2015 Pokegama Golf Course Capital Improvement fund.

**Staff Recommendation:**

Authorize Pokegama Golf Course staff to hire Hawkinson Construction to construct 210' of bituminous cart path at Pokegama Golf Course for the amount of \$8,900 plus any applicable sales tax.

**Requested City Council Action**

Authorize Pokegama Golf Course staff to hire Hawkinson Construction to construct 210' of bituminous cart path at Pokegama Golf Course for the amount of \$8,900 plus any applicable sales tax.





June 11, 2015

Pokegama Golf Course  
3910 Golf Course Road  
Grand Rapids, MN 55744

Attn: Pat Pollard

RE: Quote to Final Shape and Pave Cart Path by New Restroom Facility  
(Approx. 210' x 6' Bituminous Cart Path)

Dear Pat,

We are pleased to quote the following on the above mentioned project:

1. Mobilization
2. Remove Turf & Topsoil (to be stockpiled on-site at Maintenance Facility Building)
3. Furnish & Install (6") Class 5 Base (70 Ton)
4. (2 ½") Type SP 9.5 Bituminous Wearing Course (2, B) (20 Ton)

**Total Cost = \$ 8,900.00**

Note:

1. Bond not included
2. Area will be shaped 210' x 9' with Class 5 in order to pave.
3. Placement of topsoil and turf establishment to be done by others.
4. Hawkinson Construction is not responsible for turf damages associated with cart path construction.

Sincerely,

A handwritten signature in blue ink, appearing to read "Derek", with a long horizontal flourish extending to the right.

Derek Hawkinson

**EQUAL OPPORTUNITY EMPLOYER**

501 West Co. Rd. 63, PO Box 278, Grand Rapids, MN 55744 • Office (218) 326-0309 Fax: (218) 326-0755



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 15-1436      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 6/18/2015      **In control:** City Council  
**On agenda:** 6/22/2015      **Final action:**  
**Title:** Consider approving the verified claims for the period June 2, 2015 to June 15, 2015 in the total amount of \$471,422.84.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [City Council Bill List 06-22-15.pdf](#)

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

Consider approving the verified claims for the period June 2, 2015 to June 15, 2015 in the total amount of \$471,422.84.

**Requested City Council Action**

Consider approving the verified claims for the period June 2, 2015 to June 15, 2015 in the total amount of \$471,422.84.

## CITY OF GRAND RAPIDS BILL LIST - JUNE 22, 2015

DATE: 06/18/2015  
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 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/22/2015

| VENDOR #                       | NAME                                 | AMOUNT DUE |
|--------------------------------|--------------------------------------|------------|
| -----                          |                                      |            |
| GENERAL FUND                   |                                      |            |
| CITY WIDE                      |                                      |            |
| 1215630                        | LOREN SOLBERG CONSULTING, LLC        | 4,217.80   |
| 1618542                        | PROFESSIONAL COMPUTER TECH           | 2,619.00   |
|                                | TOTAL CITY WIDE                      | 6,836.80   |
| ADMINISTRATION                 |                                      |            |
| 0102660                        | ABRAMS & SCHMIDT LLC                 | 885.00     |
| 0718060                        | GRAND RAPIDS NEWSPAPERS INC          | 397.00     |
| 1309332                        | MN STATE RETIREMENT SYSTEM           | 1,015.39   |
|                                | TOTAL ADMINISTRATION                 | 2,297.39   |
| BUILDING MAINTENANCE-CITY HALL |                                      |            |
| 0113233                        | AMERIPRIDE LINEN & APPAREL           | 30.72      |
| 0315455                        | COLE HARDWARE INC                    | 20.97      |
| 1909510                        | SIM SUPPLY INC                       | 57.30      |
|                                | TOTAL BUILDING MAINTENANCE-CITY HALL | 108.99     |
| COMMUNITY DEVELOPMENT          |                                      |            |
| 0718060                        | GRAND RAPIDS NEWSPAPERS INC          | 172.50     |
| 0920060                        | ITASCA COUNTY TREASURER              | 27.68      |
| 1920555                        | STOKES PRINTING COMPANY              | 22.99      |
|                                | TOTAL COMMUNITY DEVELOPMENT          | 223.17     |
| COUNCIL/COMMISSION/BOARDS      |                                      |            |
| 0315455                        | COLE HARDWARE INC                    | 4.99       |
| 0914197                        | INDEPENDENCE FIREWORKS ACCOUNT       | 3,500.00   |
|                                | TOTAL COUNCIL/COMMISSION/BOARDS      | 3,504.99   |
| FINANCE                        |                                      |            |
| 0221650                        | BURGGRAF'S ACE HARDWARE INC          | 9.18       |
|                                | TOTAL FINANCE                        | 9.18       |
| FIRE                           |                                      |            |
| 0100025                        | ASAP HEATING & AIR                   | 360.00     |
| 0121721                        | AUTO VALUE - GRAND RAPIDS            | 158.21     |



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| VENDOR #               | NAME                         | AMOUNT DUE |
|------------------------|------------------------------|------------|
| -----                  |                              |            |
| GENERAL FUND           |                              |            |
| FIRE                   |                              |            |
| 0221650                | BURGGRAF'S ACE HARDWARE INC  | 18.75      |
| 0401804                | DAVIS OIL                    | 483.47     |
| 0513235                | EMERGENCY RESPONSE SOLUTIONS | 814.20     |
| 0717996                | GRAND ITASCA CLINIC          | 325.00     |
| 0805350                | HEIMAN INC                   | 144.51     |
| 0920060                | ITASCA COUNTY TREASURER      | 103.47     |
|                        | TOTAL FIRE                   | 2,407.61   |
| INFORMATION TECHNOLOGY |                              |            |
| 0400015                | D.C.R. COMMUNICATIONS INC    | 75.00      |
|                        | TOTAL INFORMATION TECHNOLOGY | 75.00      |
| PUBLIC WORKS           |                              |            |
| 0104799                | ADVANCED SERVICES INC        | 1,157.00   |
| 0121721                | AUTO VALUE - GRAND RAPIDS    | 147.33     |
| 0221650                | BURGGRAF'S ACE HARDWARE INC  | 654.89     |
| 0301685                | CARQUEST AUTO PARTS          | 124.13     |
| 0305510                | CENTRAL LANDSCAPE SUPPLY INC | 475.20     |
| 0315455                | COLE HARDWARE INC            | 704.34     |
| 0321125                | CUB FOODS STORE# 9036        | 26.40      |
| 0401804                | DAVIS OIL                    | 902.72     |
| 0421695                | DUST B GONE                  | 1,351.00   |
| 0512220                | ELECTRO-MECH SCOREBOARD CO   | 221.00     |
| 0518366                | ERICKSON'S ITASCA LUMBER INC | 26.40      |
| 0601690                | FASTENAL COMPANY             | 34.18      |
| 0801535                | HAMMERLUND CONSTRUCTION INC  | 586.59     |
| 0801836                | HAWKINSON SAND & GRAVEL      | 5,659.58   |
| 0920040                | ITASCA COUNTY FARM SERVICE   | 62.55      |
| 1200500                | L&M SUPPLY                   | 385.89     |
| 1421155                | NUCH'S IN THE CORNER         | 44.33      |
| 1605105                | TODD R. PEART                | 450.00     |
| 1615427                | POKEGAMA LAWN AND SPORT      | 150.64     |
| 1618557                | PROFORMA ROSA SHORMA         | 328.72     |
| 1621125                | PUBLIC UTILITIES COMMISSION  | 1,215.68   |
| 1801615                | RAPIDS WELDING SUPPLY INC    | 15.70      |
| 1908248                | SHERWIN-WILLIAMS             | 265.38     |
| 2209421                | VIKING ELECTRIC SUPPLY INC   | 533.20     |
| 2605225                | ZEE SERVICE COMPANY          | 113.35     |
|                        | TOTAL PUBLIC WORKS           | 15,636.20  |

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| VENDOR #                | NAME                           | AMOUNT DUE |
|-------------------------|--------------------------------|------------|
| GENERAL FUND            |                                |            |
| FLEET MAINTENANCE       |                                |            |
| 0103325                 | ACHESON TIRE COMPANY INC       | 33.00      |
| 0121725                 | AUTOMOTIVE ELECTRIC LLC        | 175.00     |
| 0301685                 | CARQUEST AUTO PARTS            | 447.29     |
| 0315455                 | COLE HARDWARE INC              | 12.63      |
| 1301015                 | MACQUEEN EQUIPMENT INC         | 2,163.55   |
| 1301720                 | MATCO TOOLS                    | 109.91     |
| 1415030                 | NAPA SUPPLY OF GRAND RAPIDS    | 67.96      |
| 1605740                 | PETROCHOICE-ANDERSON LUBRICANT | 914.27     |
| 1615427                 | POKEGAMA LAWN AND SPORT        | 155.14     |
| TOTAL FLEET MAINTENANCE |                                | 4,078.75   |
| POLICE                  |                                |            |
| 0103325                 | ACHESON TIRE COMPANY INC       | 666.08     |
| 0118625                 | ARROW EMBROIDERY               | 109.96     |
| 0121721                 | AUTO VALUE - GRAND RAPIDS      | 5.99       |
| 0301685                 | CARQUEST AUTO PARTS            | 231.65     |
| 0315455                 | COLE HARDWARE INC              | 4.49       |
| 0712225                 | GLEN'S ARMY NAVY STORE INC     | 930.00     |
| 0920060                 | ITASCA COUNTY TREASURER        | 3,271.12   |
| 1608560                 | PHOTO EXPRESS                  | 11.95      |
| 1801570                 | RAPIDS AUTO WASH               | 82.50      |
| 1920233                 | STREICHER'S INC                | 836.73     |
| 2000400                 | T J TOWING                     | 440.00     |
| TOTAL POLICE            |                                | 6,590.47   |
| RECREATION              |                                |            |
| 1809165                 | RICOH USA INC                  | 327.99     |
| TOTAL RECREATION        |                                | 327.99     |
| CENTRAL SCHOOL          |                                |            |
| 0113233                 | AMERIPRIDE LINEN & APPAREL     | 132.38     |
| 1909510                 | SIM SUPPLY INC                 | 12.18      |
| TOTAL                   |                                | 144.56     |
| AIRPORT                 |                                |            |
| 0221650                 | BURGGRAF'S ACE HARDWARE INC    | 11.99      |

## CITY OF GRAND RAPIDS BILL LIST - JUNE 22, 2015

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| VENDOR #                    | NAME                          | AMOUNT DUE |
|-----------------------------|-------------------------------|------------|
| -----                       |                               |            |
| AIRPORT                     |                               |            |
| 0315455                     | COLE HARDWARE INC             | 144.85     |
| 0504825                     | EDWARDS OIL INC               | 405.46     |
| 0920060                     | ITASCA COUNTY TREASURER       | 42.58      |
| 2018680                     | TRU NORTH ELECTRIC LLC        | 657.00     |
|                             | TOTAL                         | 1,261.88   |
| CIVIC CENTER                |                               |            |
| GENERAL ADMINISTRATION      |                               |            |
| 0113233                     | AMERIPRIDE LINEN & APPAREL    | 90.23      |
| 0221650                     | BURGGRAF'S ACE HARDWARE INC   | 16.58      |
| 0618080                     | FRAME UP                      | 265.88     |
| 0920060                     | ITASCA COUNTY TREASURER       | 101.44     |
| 1301168                     | MARKETPLACE FOODS             | 24.17      |
| 1605611                     | PEPSI-COLA                    | 997.42     |
| 1608345                     | PHILS GARAGE DOOR             | 735.00     |
| 1615423                     | POKEGAMA ELECTRIC INC         | 2,277.70   |
| 1809165                     | RICOH USA INC                 | 327.99     |
| 1901535                     | SANDSTROM COMPANY INC         | 1,223.97   |
| 1905150                     | SECURITY ACCESS CONTROL       | 54.00      |
| 1909510                     | SIM SUPPLY INC                | 294.64     |
|                             | TOTAL GENERAL ADMINISTRATION  | 6,409.02   |
| RECREATION PROGRAMS         |                               |            |
| 0221650                     | BURGGRAF'S ACE HARDWARE INC   | 68.66      |
| 0312109                     | CLAFTON SALES - CLAFTON SKATE | 1,220.25   |
| 1301168                     | MARKETPLACE FOODS             | 85.51      |
|                             | TOTAL                         | 1,374.42   |
| STATE HAZ-MAT RESPONSE TEAM |                               |            |
| 2300600                     | W.P. & R.S. MARS COMPANY      | 287.50     |
|                             | TOTAL                         | 287.50     |
| CEMETERY                    |                               |            |
| 0221650                     | BURGGRAF'S ACE HARDWARE INC   | 133.16     |
| 0301685                     | CARQUEST AUTO PARTS           | 2.62       |



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| VENDOR #                                   | NAME                          | AMOUNT DUE   |
|--|-------------------------------|--------------|
| CEMETERY                                   |                               |              |
| 0421455                                    | DULUTH NEWS TRIBUNE           | 338.52       |
| 1615427                                    | POKEGAMA LAWN AND SPORT       | 232.10       |
| TOTAL                                      |                               | 706.40       |
| DOMESTIC ANIMAL CONTROL FAC                |                               |              |
| 0113233                                    | AMERIPRIDE LINEN & APPAREL    | 13.94        |
| 0920060                                    | ITASCA COUNTY TREASURER       | 82.91        |
| TOTAL                                      |                               | 96.85        |
| CAPITAL EQPT REPLACEMENT FUND              |                               |              |
| CAPITAL OUTLAY-ENGINEERING                 |                               |              |
| 2009500                                    | TIMMONS GROUP INC             | 618.91       |
| TOTAL CAPITAL OUTLAY-ENGINEERING           |                               | 618.91       |
| CAPITAL OUTLAY-IT DEPT                     |                               |              |
| 1915248                                    | SOFTWARE HARDWARE INTEGRATION | 5,360.00     |
| TOTAL CAPITAL OUTLAY-IT DEPT               |                               | 5,360.00     |
| STORM WATER UTILITY                        |                               |              |
| 0401804                                    | DAVIS OIL                     | 1,102.90     |
| 0801836                                    | HAWKINSON SAND & GRAVEL       | 49.26        |
| 0920060                                    | ITASCA COUNTY TREASURER       | 242.40       |
| 1605665                                    | PERSONNEL DYNAMICS LLC        | 975.00       |
| 1621125                                    | PUBLIC UTILITIES COMMISSION   | 3,259.19     |
| 1801340                                    | RAILROAD MANAGEMENT COMPANY   | 597.02       |
| 1809154                                    | RICHARD RYSAVY                | 120.00       |
| 1912350                                    | SLINGERS TRAPPING SERVICE     | 75.00        |
| 2009500                                    | TIMMONS GROUP INC             | 928.35       |
| TOTAL                                      |                               | 7,349.12     |
| TOTAL UNPAID TO BE APPROVED IN THE SUM OF: |                               | \$ 65,705.20 |
| CHECKS ISSUED-PRIOR APPROVAL               |                               |              |
| PRIOR APPROVAL                             |                               |              |
| 0100053                                    | AT&T                          | 573.93       |
| 0200024                                    | BP                            | 58.18        |

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| VENDOR #                     | NAME                           | AMOUNT DUE |
|------------------------------|--------------------------------|------------|
| -----                        |                                |            |
| CHECKS ISSUED-PRIOR APPROVAL |                                |            |
| PRIOR APPROVAL               |                                |            |
| 0212750                      | BLUE CROSS & BLUE SHIELD OF MN | 37,351.50  |
| 0212751                      | BLUE CROSS BLUE SHIELD         | 92.40      |
| 0305530                      | CENTURYLINK COMMUNICATIONS LLC | 259.00     |
| 0312104                      | TONY CLAFTON                   | 336.45     |
| 0405305                      | LYNN DEGRIO                    | 220.65     |
| 0605191                      | FIDELITY SECURITY LIFE INS CO  | 52.70      |
| 0705350                      | GEISLER CONSTRUCTION           | 1,000.00   |
| 0718015                      | GRAND RAPIDS CITY PAYROLL      | 274,692.72 |
| 0718070                      | GRAND RAPIDS STATE BANK        | 25.00      |
| 0920036                      | ITASCA COUNTY ATTORNEY OFFICE  | 7,587.87   |
| 0920055                      | ITASCA COUNTY RECORDER         | 92.00      |
| 1201402                      | LAKE COUNTRY POWER             | 49.09      |
| 1205105                      | GREG LEASE                     | 925.00     |
| 1209522                      | LINCOLN REPUBLIC INSURANCE CO  | 258.71     |
| 1301805                      | MAVEN PERSPECTIVES LLC         | 40.00      |
| 1305046                      | MEDIACOM                       | 86.93      |
| 1309098                      | MINNESOTA DEPT OF ADMN         | 590.00     |
| 1309332                      | MN STATE RETIREMENT SYSTEM     | 1,820.00   |
| 1405850                      | NEXTERA COMMUNICATIONS LLC     | 456.83     |
| 1516220                      | OPERATING ENGINEERS LOCAL #49  | 34,180.00  |
| 1621130                      | P.U.C.                         | 15,311.02  |
| 1809500                      | CHRIS RIMA-CARLSON             | 98.33      |
| 2205637                      | VERIZON WIRELESS               | 3,057.29   |
| 2209665                      | VISA                           | 3,989.47   |
| 2209705                      | VISIT GRAND RAPIDS             | 22,442.80  |
| 2301700                      | WASTE MANAGEMENT               | 49.58      |
| 2405650                      | XEROX CORPORATION              | 20.19      |

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:\$ 405,717.64

TOTAL ALL DEPARTMENTS 471,422.84