

Meeting Agenda Full Detail City Council

Monday, November 24, 2014

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, November 24, 2014 immediately following the worksession in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

MEETING PROTOCOL POLICY

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

PUBLIC FORUM

COUNCIL REPORTS

APPROVAL OF MINUTES

14-0928

Approve Council minutes for Monday, November 10, 2014 Canvass Board, Worksession and Regular meetings and Monday, November 17, 2014 Special

Worksession.

Attachments: November 10, 2014 Canvass Board Meeting

November 10, 2014 Worksession

November 10, 2014 Regular Meeting

November 17, 2014 Special Worksession

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. <u>14-0885</u> Approve issuance of 2015 Liquor License renewals as described in the attachment.

Attachments: 2015 LIQUOR LICENSE RENEWAL RCA Attachment

 14-0931 Consider entering into an Agreement for Consulting Services for an actuarial study with Hildi Incorporated for \$1,800 plus out-of-pocket costs.

		Attachments: Revised Hildi Inc. Consulting Contract City of Grand Rapids 1.1.2014.pdf
3.	14-0935	Adoption of Proposed Ordinance: Disposal of Unclaimed or Abandoned Property
		Attachments: ORDINANCE re abandoned property
4.	14-0936	Schedule a public hearing on December 8, 2014 at 5:30 PM to receive input as it relates to the issuance of an on-sale and off-sale liquor license for Gabe and Brandi Miskovich dba Maddens Dutch Room Bar.
5.	14-0938	Hire temporary employees for Park & Recreation / I.R.A. Civic Center-Nov. 25, 2014
6.	14-0942	Entering into rental agreements with area businesses for advertising at the IRA Civic Center.
7.	<u>14-0945</u>	Consider adopting a resolution approving transferring approximately \$4,516 to the IRA Civic Center-Special Revenue Fund from the IRA Civic Center-Capital Fund and closing the Fund.
		Attachments: Close fund 429 & transfer \$4,516 from 429 to 228.pdf
8.	14-0947	Consider approving Securities & Exchange Commission (SEC) Municipalities Continuing Disclosure Cooperation (MCDC) Initiative questionnaire for self-reporting entities and authorize the Mayor to sign required documents.
		Attachments: SEC Questionnaire
9.	14-0962	Consider adopting a resolution accepting the donation of a bench from Ms. Kathy Selmser in honor of her father and mother, Jim and Babe Lyons.
		Attachments: 11-24-14 Attachment Selsmer Bench.pdf
		11-24-14 Resolution Selmser Bench.pdf
10.	<u>14-0965</u>	Request by the Police Department to sell forfeited vehicles at the Minnesota DNR auction.
11.	14-0969	Consider adoption of a resolution approving the First Amendment to the Purchase and Development Agreement with River Hills Apartments of Grand Rapids LLLP.
		Attachments: Grand Rapids River Hills TIF Res Approving Amendment - 453094v1
		Grand Rapids River Hills TIF First Amendment to CPD - 453093v1
12.	14-0950	Approve an amendment to the not to exceed amount for the Laserfiche upgrade project to \$39,000.

SETTING OF REGULAR AGENDA

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

ACKNOWLEDGE BOARDS & COMMISSIONS

13. <u>14-0944</u> Acknowledge minutes for Boards & Commissions

Attachments: September 10, 2014 Civic Ctr, Park & Rec Board

September 24, 2014 Human Rights Minutes
October 8, 2014 Library Board Meeting
October 21, 2014 Golf Board minutes
August 20, 2014 Airport Advisory Board

DEPARTMENT HEAD REPORT

14. 14-0953 Department Head Report: Library

Attachments: Library Report to council 11 24 14

GOLF COURSE

15. 14-0943 Golf Concessionaire Contract Extension

Attachments: Concessionaire Contract Extension.pdf

2013-2015 Concessionaire Agreement.pdf

ADMINISTRATION DEPARTMENT

16. 14-0927 A contract with Loren Solberg

Attachments: 11-17-14 Solberg Contract.pdf

11-24-14 2015 Legislative Priorities.pdf

PUBLIC HEARINGS

17. 14-0937 Conduct a public hearing to receive public input on granting an On-Sale Liquor License to MUY Pizza Minnesota, LLC dba Pizza Hut located at 3150 S. Pokegama Avenue,

Suite 101, Grand Rapids.

18. 14-0940 Consider approval of an On-Sale Liquor License for MUY Pizza Minnesota, LLC dba

Pizza Hut located at 3150 S. Pokegama Avenue, Suite 101, Grand Rapids for the

license year 2015.

VERIFIED CLAIMS

19. 14-0939 Consider approving the verified claims for the period November 4, 2014 to November

17, 2014 in the total amount of \$498,394.15.

Attachments: COUNCIL BILL LIST 11-24-2014.pdf

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 8, 2014, 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 Glbeau, City Clerk



Legislation Details (With Text)

File #:

14-0928

Version: 1 Name:

Council Minutes

Type:

Agenda Item

Status:

Approval of Minutes

File created:

11/13/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Approve Council minutes for Monday, November 10, 2014 Canvass Board, Worksession and Regular

meetings and Monday, November 17, 2014 Special Worksession.

Sponsors:

Indexes:

Code sections:

Attachments:

November 10, 2014 Canvass Board Meeting

November 10, 2014 Worksession

November 10, 2014 Regular Meeting

November 17, 2014 Special Worksession

Date

Ver. Action By

Action

Result

Approve Council minutes for Monday, November 10, 2014 Canvass Board, Worksession and Regular meetings and Monday, November 17, 2014 Special Worksession.



Minutes - Final - Draft City Council

Monday, November 10, 2014

4:00 PM

Conference Room 2A

ELECTION CANVASS

CALL TO ORDER: Pursuant to due notice and call thereof a Canvass Board Meeting of the Grand Rapids City Council was held on Monday, November 10, 2014 at 4:00 p.m. in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

1.

Present 3 - Councilor Barb Sanderson

Councilor Ed Zabinski Mayor Dale Adams

Absent 2 - Councilor Dale Christy

Councilor Joe Chandler

Adopt a resolution canvassing and declaring results by resolution of the November 4, 2014 City of Grand Rapids General Election.

A motion was made by Councilor Sanderson, seconded by Councilor Zabinski, to adopt Resolution 14-97 - declaring results of 2014 Municipal Elections. The motion carried by the following vote.

Aye 3 - Councilor Barb Sanderson Councilor Ed Zabinski Mayor Dale Adams

ADJOURNMENT

A motion was made by Councilor Ed Zabinski, seconded by Councilor Barb Sanderson, to adjourn the meeting at 4:06 PM. The motion PASSED by unanimous vote.

Respectfully submitted: Kimberly Gibeau, City Clerk



Minutes - Final - Draft City Council Work Session

Monday, November 10, 2014

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, November 10, 2014 at 4:07 PM, following the Canvass Board Meeting in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

Present 3 - Mayor Dale Adams, Councilor Ed Zabinski, and Councilor Barb Sanderson

Absent 2 - Councilor Dale Christy, and Councilor Joe Chandler

Discussion Items

1. 2015 Budget Discussion

City Administrator Pagel and Human Resources Director Lynn DeGrio review Administration budget, FTEs, marketing, as well as city wide and Council budgets. Also discussed the process now in place for any salary increase for the City Council.

Dale Anderson, Park/Rec/Civic Center Manager, discusses budgets for programs and staff. Possible partnerships for future revenue building.

Review Regular meeting agenda and other business as noted.

Council confirms addition of items 6a and 6b to Consent agenda.

ADJOURN

There being no further business, the meeting adjourned at 4:44 PM.

Respectfully submitted: Kimberly Gibeau, City Clerk

2.



Minutes - Final - Draft City Council

Monday, November 10, 2014

5:00 PM

City Hall Council Chambers

5:00 CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the
 PM Grand Rapids City Council was held on Monday, November 10, 2014 at 5:00 p.m. in
 Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 3 - Councilor Barb Sanderson

Councilor Ed Zabinski Mayor Dale Adams

Absent 2 - Councilor Dale Christy

Councilor Joe Chandler

MEETING PROTOCOL POLICY

PUBLIC FORUM

None.

COUNCIL REPORTS

Councilor Sanderson reminds residents that there will be a public meeting on Wednesday, November 12th at the Blandin Foundation regarding the Itasca County Housing Study. All are invited.

Mayor Adams notes the presence of newly elected Councilors for terms to begin 2015, offering congratulations and welcome aboard.

5:08 APPROVAL OF MINUTES PM

Approve Council minutes for October 27, 2014 Worksession & Regular meetings.

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

5:10 CONSENT AGENDA PM

1.

Consider approval of Change Order 2, Balancing Change Order, in the amount of \$0.00 related to CP 2013-4 YMCA Active Living Center Improvements.

Approved by consent roll call

2. Consider approval of Change Order 3, Balancing Change Order, in the amount of \$0.00 related to CP 2012-12 SRTS Murphy-Middle School Improvements.

Approved by consent roll call

3. Consider hiring the list of part-time intermittent maintenance workers for the 2014-15 Snow Removal Season.

Approved by consent roll call

4. Extend the current Lease Agreement between the City of Grand Rapids ("Landlord") and Ray's Sport & Marine ("Tenant") for a three (3) year Term effective January 1, 2015 through December 31, 2017.

Approved by consent roll call

Consider adopting a resolution approving transferring approximately \$1,643 from the Permanent Improvement Revolving Fund to the Debt Service Fund 2012C Grant Anticipation Note and closing the Fund.

Adopted Resolution 14-98 by consent roll call

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

Approved by consent roll call

Consider allowing the sale of the Fire Departments 2003 Dodge Durango first response vehicle to the Itasca County Sheriffs Office

Approved by consent roll call

Schedule a public hearing on November 24, 2014 at 5:30 pm to receive public input as it relates to the issuance of an on-sale liquor license for MUY Pizza Minnesota, LLC.

Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Zabinski, seconded by Councilor Sanderson, to approve the Consent agenda as amended with the addition of items 6a and 6b. The motion carried by the following vote

Aye 3 - Councilor Barb Sanderson Councilor Ed Zabinski Mayor Dale Adams

SETTING OF REGULAR AGENDA

A motion was made by Councilor Ed Zabinski, seconded by Councilor Barb

Sanderson, to approve the Regular agenda as presented. The motion PASSED by unanimous vote.

ACKNOWLEDGE BOARDS & COMMISSIONS

7. Acknowledge minutes for Boards & Commissions.

October 7, 2014 Arts & Culture, October 27, 2014, Special Meeting and Community Meeting

Acknowledge Boards and Commissions

5:11 DEPARTMENT HEAD REPORT

PM

8. Pokegama Golf Course ~ Bob Cahill

Bob Cahill, Director of Golf, provides update on Pokegama Golf Course, specifically noting the following:

- ~ Golf Course is funded by user fees, not tax payer dollars
- ~ Featured in current Business North publication
- ~ Fund balance overview
- ~ Concessions
- ~ Course conditioning
- ~ Update on golf course projects
- ~ Equipment replacement

5:21 INFORMATION TECHNOLOGY

PM

9. Consider authorizing the IT Department to accept quotes from Crabtree Companies and SHI for the upgrade of our Laserfiche server at a cost not to exceed \$38,200.

IT Director, Erik Scott, provides information regarding Laserfische and the needed upgrades.

A motion was made by Councilor Sanderson, seconded by Councilor Zabinski, to accept quotes from Crabtree Companies & SHI for laserfische server upgrades. The motion carried by the following vote.

Aye 3 - Councilor Barb Sanderson Councilor Ed Zabinski Mayor Dale Adams

5:25 ADMINISTRATION DEPARTMENT

PM

11. Accept the resignation of Michael Davis from Arts & Culture Commission and appoint applicants to fill two vacancies.

Councilor Sanderson states that she conducted interviews with both applicants, as did Councilor Christy. Councilor Sanderson believes both candidates will be fine additions to the Arts & Culture Commission and recommends appointment of both. Also recommended is appointment for the term to expire on December 31, 2014 and a consecutive term through December 2017.

A motion was made by Councilor Barb Sanderson, seconded by Councilor Ed Zabinski, to accept Michael Davis resignation and appoint John Connolly to complete unexpired term through December 31, 2014 and fill consecutive term to expire December 31, 2017 and appoint Harry Smith to fill unexpired term through December 31, 2016. The motion PASSED by an unanimous vote.

5:55 VERIFIED CLAIMS

PM

12.

Consider approving the verified claims for the period October 21, 2014 to November 3, 2014 in the total amount of \$531,870.19.

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

Aye 3 - Councilor Barb Sanderson Councilor Ed Zabinski Mayor Dale Adams

5:30 PUBLIC HEARINGS PM

Recess regular meeting for public hearing

11.

Conduct a Public Hearing to consider the issuance and sale not to exceed \$4,400,000 in Revenue Notes for Northland Counseling Center and approve a resolution authorizing the issuance and sale of the following Revenue Notes for Northland Counseling Center: Series 2014, and authorize the Mayor and City Administrator to sign required documents.

Finance Director Baird provided information regarding the project for Northland Counseling, for which the City is the fiscal agent.

Colleen MacKay, Northland Counseling, provides overview of project for building addition. There is a high need for crisis care and in-house treatment in Itasca County and surrounding areas.

Gina Fiorini, Kennedy & Graven, also provides information from a legal aspect for Council consideration.

Mayor Adams states that this is the time and place for all those who wish to address the Council regarding bond sales related to Northland Counseling to be heard. City Clerk Gibeau notes that all notice requirements have been met and the Administration Office has not received correspondence regarding this issue.

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

A motion was made by Councilor Ed Zabinski, seconded by Councilor Barb Sanderson, that this Public Hearing be Close . The motion PASSED by an unanimous vote.

Mayor Adams notes that he is on the board for Northland Counseling but this does not benefit him personally or the City.

A motion was made by Councilor Sanderson, seconded by Councilor Zabinski, to adopt Resolution 14-99, authorizing issuance and sale of Revenue Notes for Northland Counseling Center, Series 2014. The motion carried by the following vote.

Aye 3 - Councilor Barb Sanderson Councilor Ed Zabinski Mayor Dale Adams

6:00 ADJOURNMENT PM

A motion was made by Councilor Barb Sanderson, seconded by Councilor Ed Zabinski, to adjourn the meeting at 5:45 PM. The motion PASSED by unanimous vote.

Respectfully submitted: Kimberly Gibeau, City Clerk



Minutes - Final - Draft City Council Work Session

Monday, November 17, 2014

4:00 PM

Conference Room 2A

Amended 11-13-14

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, November 17, 2014 at 4:00 p.m. in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

Present 4 - Mayor Dale Adams, Councilor Ed Zabinski, Councilor Joe Chandler, and Councilor Barb Sanderson

Absent 1 - Councilor Dale Christy

Others present:

Tom Pagel, Chad Sterle, Barb Baird, Ron Niemela, Rob Ward, Scott Johnson

Discussion Items

A contract with Loren Solberg

Mr. Loren Solberg is present and introduced by Administrator Pagel. Specific issues addressed are future transportation and trails systems, the IRA Civic Center, rail system, funding for industrial development at the airport, continued local sales tax legislation, golf course irrigation rules, fiscal disparity amendments, LGA increases, etc.

Mr. Solberg discusses issues that the City will face on a legislative level and the scope of assistance that he may be able to provide.

US Securities and Exchange Commission Bond Reporting

Discussed bond issuance review conducted by Springsted. Non-compliance items are reviewed and options for reporting. Attorney for Kennedy & Graven feels this is a policy decision that the City Council needs to review and will not make a formal recommendation.

Administrator Pagel states that the City should self report. Also noted that the City did not sell bonds within the six month period in question. Springsted is working on a model policy that will be proposed to clients regarding self reporting in the future.

A discussion on the topic of Indigenous People's Day

Councilor Sanderson presents the proposed resolution calling for Indigenous Peoples Day to be declared in place of Columbus Day. Also reviewed is the history surrounding the designation of Columbus Day and the opposition presented through the years.

Councilor Chandler acknowledges that honoring the indigenous people in the community/county has merit. History is presented showing that other governments have designated dates to celebrate the Native Americans but do not use in place of Columbus Day.

Councilor Zabinski notes an appreciation for this issue and supports indigenous peoples day, in place of Columbus Day or not.

Councilor Christy has sent written correspondence regarding his views of this issue. Councilor Zabinski states that the Council should discuss this at another meeting to allow Councilor Christy to discuss specific issues in greater detail.

Mayor Adams acknowledges Councilors points and states that the Council should always consider recognizing groups without alienating other groups. This issue will be addressed at a later date to allow for all Councilors to be present.

Discuss proposed ordinance for the disposal of unclaimed or abandoned property.

Attorney Sterle discusses the background regarding the proposed ordinance. Ordinance would require annual posting requesting property owners to come forward and claim property. Any property remaining after a specified time period will be used, sold, donated or properly disposed of by the Police Department. This will be moved forward to the City Council on Monday, November 24, 2014.

ADJOURN

There being no further business, the meeting adjourned at 5:53 PM:

Respectfully submitted: Kimberly Gibeau, City Clerk



Legislation Details (With Text)

File #:

14-0885

Version: 1 Name:

Annual Liquor License Renewal

Type:

Agenda Item

Status:

Consent Agenda

File created:

10/21/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Approve issuance of 2015 Liquor License renewals as described in the attachment.

Sponsors:

Indexes:

Code sections:

Attachments:

2015 LIQUOR LICENSE RENEWAL RCA Attachment

Date

Ver. Action By

Action

Result

Approve issuance of 2015 Liquor License renewals as described in the attachment.

Background Information:

Attached is the listing of submitted renewal applications for liquor licenses within the City of Grand Rapids. Renewals have passed law enforcement review and require Council approval, prior to forwarding to the State of Minnesota Alcohol and Gambling Enforcement Division.

Staff Recommendation:

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

Requested City Council Action

Approve issuance of 2015 liquor license renewals as described in the attachment.

2015 LIQUOR LICENSE RENEWAL

Club On-Sale & Sunday:

- 1. American Legion, McVeigh-Dunn Post 60
- 2. LOOM Lodge 2023 Moose Lodge
- 3. VFW 1720 Ponti Peterson Post

Wine License:

1. TKM&M Inc. – Sammy's Pizza, with Strong Beer Authorization

On-Sale Liquor:

- 1. Apple Minnesota LLC, Applebee's
- 2. Barboza LLC, El Potro Mexican Restaurant
- 3. S. Bastian Companies LLC, Pokegama Grill
- 4. FOE Aerie 2469, Eagles Club
- 5. Forest Lake Restaurant Inc.
- 6. Grand Hospitality LLC, Timberlake Lodge
- 7. Grand Rapids Ground Round Inc.
- 8. Toivo's LLC
- 9. Thunder Alley XL
- 10. Grand Rapids Development Corp. Sawmill Inn

Off-Sale Liquor:

- 1. Wal-Mart Stores Inc., Wal-Mart Supercenter
- 2. Pokegama Plaza Liquors Inc.
- 3. Frontier Liquors Inc.
- 4. Jerry's Warehouse Liquor Inc.
- 5. Madden's Dutch Room Bar

On-Sale 3.2 Malt Liquor:

- 1. Itasca Curling Club
- 2. TKM&M Inc. Sammy's Pizza

Off-Sale 3.2 Malt Liquor:

- 1. Holiday Stationstores Inc. Holiday Stationstore #162
- 2. Holiday Stationstores Inc. Holiday Stationstore #248



Legislation Details (With Text)

File #:

14-0931

Version: 1 Name:

Actuarial Services Agreement

Type:

Agenda Item

Status:

Consent Agenda

File created:

11/14/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Consider entering into an Agreement for Consulting Services for an actuarial study with Hildi

Incorporated for \$1,800 plus out-of-pocket costs.

Sponsors:

Indexes:

Code sections:

Attachments:

Revised Hildi Inc. Consulting Contract City of Grand Rapids 1.1.2014.pdf

Date

Ver. Action By

Action

Result

Consider entering into an Agreement for Consulting Services for an actuarial study with Hildi Incorporated for \$1,800 plus out-of-pocket costs.

Background Information:

The Governmental Accounting Standards Board (GASB) established GASB Statement 45, Other Post Employment Benefits, that was required to be implemented in 2008. The standard requires state and local governments to measure and report the long-term costs of post-employment benefits other than pension retiree benefits-such as health, dental, and life insurance, as well as the funding status of these programs. The last actuarial the City had done was in 2011 and it provided information for three years. There needs to be another study completed for 2014, 2015, and 2016.

We solicited quotes from three actuarial firms: Van Iwaarden Associates, Hanf Actuarial Incorporated, and Hildi Incorporated. The City only received a quote from Hildi Incorporated at \$1,800 plus out-of-pocket costs and the other two firms declined submitting quotes at this time. We are not anticipating any out-of-pocket costs, as we will be able to provide all of the information electronically.

This is a 2014 budgeted item.

Staff Recommendation:

Staff is recommending entering into an Agreement for Consulting Services for an actuarial study with Hildi Incorporated for \$1,800 plus out-of-pocket costs.

Requested City Council Action

Consider entering into an Agreement for Consulting Services for an actuarial study with Hildi Incorporated for \$1,800 plus out-of-pocket costs.

AGREEMENT FOR CONSULTING SERVICES

This Agreement for Consulting Services ("Agreement") is entered into and dated November 18, 2014 by and between Hildi Inc. with offices located at 11800 Singletree Lane, Suite 305, Minneapolis, MN 55344 (hereinafter referred to as the "Consultant") and City of Grand Rapids with offices located at 420 North Pokegama Avenue, Grand Rapids, MN 55744 (hereinafter referred to as the "Company"). Company and Consultant are jointly referred to as the "parties."

IN CONSIDERATION OF THE MUTUAL PROMISES CONTAINED HEREIN, AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE SUFFICIENCY OF WHICH IS HEREBY ACCEPTED, THE PARTIES MUTUALLY AGREE AS FOLLOWS:

- 1. <u>Description of Services</u>. Consultant will perform certain services for Company upon terms and conditions specified herein and as such services are more particularly described in Exhibit(s), which are attached hereto and incorporated by this reference.
- 2. Prices and Payment. Company agrees to pay Consultant the fees set forth in the applicable Exhibit(s). Consultant anticipates invoicing the Company monthly for services provided. Payment will be due in full within fifteen (15) days of receipt of Consultant's invoice. Company agrees to pay interest on all overdue amounts at a rate of twelve percent (12%) per annum or the rate allowed by law, which ever is less, plus costs of collection, court costs, and reasonable attorney fees on all such amounts.
- 3. <u>Travel Expenses</u>. Company agrees to reimburse Consultant for its reasonable and necessary out-of-pocket lodging, transportation, and food incurred at the Company's request. Consultant agrees to provide reasonable expense documentation. Whenever possible, Consultant agrees to take advantage of travel discounts. All air travel by Consultant shall be on major national or regional airlines, and Consultant and its representatives may keep their frequent flier miles earned for their personal usage.
- 4. Ownership of Work Product. Ownership of, and all rights in, the work product which is the subject matter of this Agreement (the "Work"), including trademarks, patents and copyrights applicable to same, shall belong exclusively to Company. The parties expressly agree to consider as a "work made for hire" any Work ordered or commissioned by the Company which qualifies as such under the United States copyright laws. To the extent that the Work cannot be a "work made for hire" or where necessary for any other reason, Consultant will provide Company with all such assignments of rights, covenants and other assistance which may be required for Company, through trademark, patent or copyright applications or otherwise, to obtain the full benefit of the rights provided for herein. If the Work contains materials previously developed or copyrighted by Consultant or others, Consultant grants and agrees to grant to Company, or

obtain for Company, an unrestricted, royalty-free license to use and copy such materials. Any license so granted or obtained shall include the right for Company to grant an unrestricted, royalty-free license to any affiliate of Company. Consultant is allowed to retain one copy of the Work for archival purposes. Consultant shall place a copyright notice on the Work at Company's request. The Work shall be considered "Information" under the Section entitled "Nondisclosure."

- 5. Nondisclosure. Any technical or business information, including, but not limited to, computer programs, files, specifications, drawings, sketches, models, samples, tools, cost data, customer information, financial data, business or marketing plans or other data, whether oral, written or otherwise ("Information"), furnished or disclosed to Consultant hereunder or in contemplation hereof, shall No license, express or implied, under any remain Company's property. trademark, patent or copyright is granted by Company to Consultant by virtue of such disclosure. All such information in written, graphic or other tangible form shall be returned to the Company immediately upon request and copies shall be returned to the Company or, at Company's option, certified by Consultant as having been located and destroyed. Consultant shall be allowed to retain one copy of the Information for archival purposes. Unless such Information was previously known to Consultant free of any obligation to keep it confidential, is lawfully obtained by Consultant from any source other than Company or has been or is subsequently made public by Company or a nonparty to this Agreement, is approved for release by written authorization of the Company, or is required by law to be disclosed in response to a valid order of a court of competent jurisdiction or authorized governmental agency, provided the Company receives adequate notice to allow it to request a protective order and the Consultant reasonably cooperates with the Company's efforts to receive a protective order, it shall be kept confidential by Consultant for the benefit of Company, shall be used only in performing under this Agreement and shall not be used for other purposes except upon such terms as may be agreed upon by Company in writing. Consultant shall take reasonable steps to protect such Information to a similar extent that Consultant protects its own Information.
- 6. <u>Liability</u>. Consultant shall indemnify Company and its affiliates against, and shall hold Company and its affiliates harmless from, any loss, damage, expense or liability that may in any way arise out of or result from the performance of Consultant hereunder and caused by or resulting from the gross negligence or intentional misconduct of Consultant, including but not limited to any knowing infringement, or claim of infringement, of any patent, trademark, copyright, trade secret or other proprietary right of a third party or of Consultant or anyone claiming through Consultant who may be eligible to terminate any assignment or transfer made hereunder pursuant to the terms of the copyright laws up to the amount paid by the Company to the Consultant under a given applicable Exhibit(s). Consultant shall defend or settle, at its own expense, any action or suit against Company or its affiliates for which it is responsible hereunder. Company shall notify Consultant of any such claim, action or suit and shall

- reasonably cooperate with the Consultant (at Consultant's expense) to facilitate the defense of any such claim.
- 7. <u>Limitation</u>. In no event shall company or consultant be liable, one to the other, for indirect, special, incidental, or consequential damages arising out of or in connection with the furnishing, performance or use of any products or services provided pursuant to this agreement.
- 8. <u>Limited Warranties</u>. Consultant warrants and represents that it has full authority to enter into this Agreement and to consummate the transactions contemplated hereby and that this Agreement is not in conflict with any other agreement to which Consultant is a party or by which it may be bound.
 - Consultant warrants and represents that Consultant has the proper skill, training and background so as to be able to perform in a competent and professional manner and that all work will be performed in accordance with professional standards in the industry and/or field.
- 9. <u>Headings</u>. Section headings used in this Agreement are for convenience only, have no legal significance, and in no way change the construction or meaning of the terms hereof.
- 10. <u>Insurance</u>. Upon request by Company, Consultant shall provide to Company, copies of certificates of insurance evidencing the workers compensation, general liability and automobile insurance coverage that Consultant has in effect and Consultant shall maintain such insurance in effect through the duration of the Agreement.
- 11. <u>Amendment and Waiver</u>. No provision of this Agreement may be modified, waived, terminated or amended except by a written instrument executed by the parties. No waiver of a material breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or other provisions hereof.
- 12. <u>Relationship</u>. The Consultant shall be and act as an independent contractor hereunder, and neither Consultant nor any employee, agent, associate, representative or subcontractor shall be deemed to be employees of the Company for any purpose whatsoever.
- 13. <u>Force Majeure</u>. Neither party will be liable for any failure or delay in performance due to any cause beyond its reasonable control, including, but not limited to acts of nature, strikes, fire, flood, explosion, riots, or wars, provided that personnel changes, including unanticipated employee departures, shall not be considered to be an event or condition of force majeure.

14. <u>Notices</u>. All notices and other communications required or permitted under this Agreement shall be in writing, and hand delivered or sent by registered or certified mail, return-receipt requested, postage prepaid, or by overnight delivery service and shall be effective upon receipt at the following addresses or as either party shall have notified the other party:

If to Company: Ms. Barbara Baird

Finance Director City of Grand Rapids

420 North Pokegama Avenue Grand Rapids, MN 55744

If to Consultant: Hildi Inc.

11800 Singletree Lane

Suite 305

Minneapolis, MN 55344 Attn: Jill Urdahl, FSA

President/Consulting Actuary

- 15. <u>Assignment</u>. Consultant shall not assign this Agreement or delegate the services to be performed hereunder, in whole or in part, or any of its rights, interest, or obligations hereunder without Company's express written consent.
- 16. <u>Law Government</u>. This Agreement shall be governed by the laws of the State of Minnesota, without regard to or application of conflicts of law rules or principles.
- 17. <u>Taxes</u>. Consultant shall assume full responsibility for the payment of all taxes imposed by any federal, state, local taxes or foreign taxing authority and all contributions imposed or required under unemployment insurance, social security and income tax laws, with respect to performance of services for Company hereunder.
- 18. <u>Termination</u>. Any Exhibit(s) to this Agreement may be terminated by either party upon thirty (30) days written notice to the other party. This Agreement may be terminated by either party upon ninety (90) days written notice to the other party. Company agrees to pay for all services provided by Consultant and related travel expenses incurred by Consultant through the date of termination of the Exhibit(s) and/or the Agreement as applicable.
- Entire Agreement. This constitutes the entire agreement between the parties regarding the subject matter hereof. This Agreement shall be binding on the affiliates, administrators, executors, heirs, successors in interest, or assigns of Consultant.

IN WITNESS WHEREOF, authorized representatives of the Company and the Consultant have executed this Agreement in duplicate.

Company: City of Grand Rapids	Consultant: Hildi Inc.
By:(Authorized Signature)	By:(Authorized Signature)
Name:(Print or Type)	Name: Jill Urdahl
Title:	Title: President
Date:	Date:

Exhibit 1 to AGREEMENT FOR CONSULTING SERVICES Consultant and Rate Schedule

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
Hildi Inc. Actuaries and Consultants	Consulting Actuaries	TBD	TBD

Base Fees

The approximate budget for Hildi Inc. consulting services is as follows:

GASB 45 Actuarial Valuation: \$1,800

These Base Actuarial Fees include the following:

- An Actuarial Report including all information required by GASB Statements 43 and 45. Hildi Inc. will provide an electronic copy and three hard copies.
- A results meeting by conference call to discuss the results.
- Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated.
- Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports.

The term of the Agreement for Consulting Services is for the January 1, 2014 GASB 45 actuarial valuation which is the fiscal year of January 1, 2014 through December 31, 2014. This GASB 45 valuation can be used for the three disclosure cycles ending at December 31, 2014, December 31, 2015 and December 31, 2016. All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation. Additional charges may occur if there is out of scope work due to an OPEB Trust, changes in funding or investment policy for the OPEBs, or changes in plan provisions or assumptions.

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated November 18, 2014.

Company:	City of Grand Rapids	Consultant:	Hildi Inc.
	(Authorized Signature)		(Authorized Signature)
	(Date)		(Date)

(Please Note: A Signature is required on both page 5 and page 6. Thank you.)



Legislation Details (With Text)

File #:

14-0935

Version: 1

Name:

Adoption of proposed ordinace for the disposal of

unclaimed or abandoned property

Type:

Agenda Item

Status:

Consent Agenda

File created:

11/18/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Adoption of Proposed Ordinance: Disposal of Unclaimed or Abandoned Property

Sponsors:

Indexes:

Code sections:

Attachments:

ORDINANCE re abandoned property

Date

Ver. Action By

Action

Result

Adoption of Proposed Ordinance: Disposal of Unclaimed or Abandoned Property

Background Information:

City Attorney Sterle has suggested that the City have an ordinance regarding the disposal of Unclaimed or Abandoned Property. Most times this is property, whose ownership is unknown, that is turned into the police department such as bicycles, cash, jewelry and tools. Other items may include those connected to a criminal investigation that for whatever reason the owner does not claim.

Attached you will please find a proposed ordinance for Council's consideration that clarifies that Unclaimed or Abandoned Property becomes property of the City and provides for a mechanism to be used to dispose of this property after 120 days. The mechanism includes public sale or donation to a nonprofit organization that has a significant mission of community service, at Council's discretion.

Staff Recommendation:

Staff recommends the City Council consider adopting the proposed ordinance.

Requested City Council Action

Adopt the proposed ordinance regarding the disposal of Unclaimed or Abandoned property and authorize publication in summary form.

Councilor For its adoption:	introduced the following ordinance and moved
	CITY OF GRAND RAPIDS
OR	DINANCE NO
GRAND RAPIDS C	E ADDING A NEW SECTION TO THE ITY CODE,, AS AMENDED, REGARDING F UNCLAIMED OR ABANDONED PROPERTY
THE CITY COUNCIL OF ORDAIN:	THE CITY OF GRAND RAPIDS, MINNESOTA, DOES
That the following Section added to Grand Rapids Code	, Abandoned and Unclaimed Property, is adopted and , Chapter:
Section ABANDON	IED AND UNCLAIMED PROPERTY
01. Definitions.	
	n this chapter, the following words and phrases shall have the ess the context clearly indicates that a different meaning is
owner of which has failed	ed Property" shall mean personal property of any type the d to make satisfactory claim and proof of ownership within s been provided as described in section02.
	s a person who locates unclaimed personal property se and gives the property to an officer.
Subdivision 4. "Officer" within the scope of his or	shall mean any officer, agent or employee of the City acting her employment.
	ed Property" shall mean personal property of any type where hereabouts is unknown, or which is unclaimed for more than
02. Notice of Official	Possession.

Subdivision 1. Any officer having in his or her official possession unclaimed property and wishing to dispose of such property at a public auction or sale shall from time to

time have the City Clerk prepare and publish written notice containing the information required in subdivision 2.

Subdivision 2. The written notice shall contain the following information:

- (a) The name, designation and office address of the officer giving the notice:
- (b) The description of the unclaimed property, individually or by lot, that has come into the possession of the officer since the issuance of the last notice;
- (c) A demand that all owners of the property described in the notice make claim and proof of ownership satisfactory to the officer named in the notice within sixty days from the date of the notice;
- (d) A statement that any of the unclaimed property not so claimed within the sixty day period shall be deemed to be abandoned, and that the same may be disposed by the City; and
- (e) The date of the notice.

Subdivision 3. The notice shall be published in a newspaper of general circulation in the City at least once, a copy of the notice shall be posted at the City hall, and a copy of the notice shall be mailed to the owner, if the owner's name and address is known.

Subdivision 4. Nothing in this section shall prevent an officer from disposing of unclaimed property by a private sale through a nonprofit organization that has a significant mission of community service after the property has been in the possession of the municipality for a period of at least 120 days.

.03. Claim and Proof of Ownership.

Subdivision 1. Except as provided in subdivision 2, below, if unclaimed property remains in the possession of the officer without any person making satisfactory claim and proof of ownership for a period of sixty days from the date of the notice describing it, the personal property shall be deemed to be abandoned, and title to the property shall be deemed to be in the City by reason of abandonment by the owner and possession by the City.

.04. Disposal.

Subdivision 1. The City shall have the right to sell or otherwise dispose of abandoned property to the highest bidder at public auction or sale. Alternatively, the City may deliver abandoned property at no charge to any community, non-profit organization.

Subdivision 2. In no event shall abandoned property be sold for less than the cost of advertising and selling. The City reserves the right to reject any and all bids. If abandoned property cannot be disposed of at an amount greater than the cost of advertising and selling, the City may destroy the property or otherwise dispose of it as it sees fit.

	y Council of the City of Grand Rapids on the 24 th
day of November, 2014.	
ATTEST:	Dale Adams, Mayor
Kimberly Johnson-Gibeau, City Clerk	



Legislation Details (With Text)

File #: Type:

14-0936

Version: 1

Name:

Agenda Item

Status:

Consent Agenda

File created:

11/18/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Schedule a public hearing on December 8, 2014 at 5:30 PM to receive input as it relates to the

issuance of an on-sale and off-sale liquor license for Gabe and Brandi Miskovich dba Maddens Dutch

Room Bar.

Sponsors:

Indexes:

Code sections:

Attachments:

Date

Ver. **Action By** Action

Result

Schedule a public hearing on December 8, 2014 at 5:30 PM to receive input as it relates to the issuance of an on-sale and off-sale liquor license for Gabe and Brandi Miskovich dba Maddens Dutch Room Bar.

Background Information:

Gabe and Brandi Miskovich are in the process of purchasing the Dutch Room Bar and Off-sale Liquor, transaction to be complete beginning January 1, 2015. The current liquor licensing will expire at 12:00 AM, December 31, 2014. Mr. & Mrs. Miskovich intend to begin operation at 12:01 AM, January 1, 2015.

Staff Recommendation:

Schedule a public hearing and authorize notice in the Herald Review.

Requested City Council Action

Schedule a public hearing on December 8, 2014 at 5:30 PM to receive input as it relates to the issuance of an on-sale and off-sale liquor license for Gabe and Brandi Miskovich dba Maddens Dutch Room Bar.



Legislation Details (With Text)

File #: 14-0938 Version: 1 Name: Hire Temp Employees-Nov. 25, 2014

In control:

Type: Agenda Item Status: Consent Agenda

City Council On agenda: 11/24/2014 Final action:

11/19/2014

Title: Hire temporary employees for Park & Recreation / I.R.A. Civic Center-Nov. 25, 2014

Sponsors: Indexes:

File created:

Code sections:

Attachments:

Date Ver. **Action By** Action Result

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

Background Information:

The following individuals will be hired with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex. These positions are part of the annual operating budget and will begin employment November 25, 2014.

Lucas Dey, Outdoor Rink Attendant, Hourly Range: \$8.00 to \$10.00 per hour

Jessica McKay, Concession Worker, Hourly Wage: \$8.00

Staff Recommendation:

Approve the hiring of the part time employees with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex beginning November 25, 2014.

Consider approving the hiring of the part time employees with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex beginning November 25, 2014.



Legislation Details (With Text)

File #: 14-0942 Version: 1 Name: Adv. Cont.-McDonalds, Rapid Fitness, Tina's Team

Type: Agenda Item Status: Consent Agenda

File created: 11/19/2014 In control: City Council

File created: 11/19/2014 In control: City Council
On agenda: 11/24/2014 Final action:

Title: Entering into rental agreements with area businesses for advertising at the IRA Civic Center.

Sponsors:

Indexes:

Code sections: Attachments:

Date Ver. Action By Action Result

Entering into rental agreements with area businesses for advertising at the IRA Civic Center.

Background Information:

In 1993, the City Council approved the Civic Center advertising policy to generate revenue to offset operating cost. As part of this policy, agreements are renewed at the end of each term. The following are new agreements:

- -McDonalds-January 1, 2015-December 31, 2016. Interior wall sign and/or dasherboard advertisement-\$600 for 2015 and \$600 for 2016.
- -Rapid Fitness-January 1, 2015-December 31, 2016. Interior wall sign and/or dasherboard advertisement-\$1,200 for 2015 and \$1,200 for 2016.
- -Tina's Team, Coldwell Banker Northwoods Realty-January 1, 2015-December 31, 2016. Interior wall sign and/or dasherboard advertisement-\$1,200 for 2015 and \$1,200 for 2016.

Staff Recommendation:

Pass a motion authorizing appropriate signatures for advertising rental agreements at the IRA Civic Center.

Requested City Council Action

Consider passing a motion authorizing appropriate signatures for advertising rental agreements at the IRA Civic Center.



Legislation Details (With Text)

File #:

14-0945

Version: 1

Name:

Operating Transfer Civic Ctr & closing Cap Fund

Type:

Agenda Item

Status:

Consent Agenda

File created:

11/19/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Consider adopting a resolution approving transferring approximately \$4,516 to the IRA Civic Center-

Special Revenue Fund from the IRA Civic Center-Capital Fund and closing the Fund.

Sponsors:

Indexes:

Code sections:

Attachments:

Close fund 429 & transfer \$4,516 from 429 to 228.pdf

Date

Ver. Action By

Action

Result

Consider adopting a resolution approving transferring approximately \$4,516 to the IRA Civic Center-Special Revenue Fund from the IRA Civic Center-Capital Fund and closing the Fund.

Background Information:

In April of 2014, Dave Mol from Redpath and Company presented the City's 2013 Comprehensive Annual Financial Report to the council. Dave Mol recommended in the Audit Management Letter that a few funds be closed because they did not have significant activity for the past several years. His recommendation was to consider closing the funds to council designated funds.

Staff Recommendation:

Staff is recommending adopting a resolution approving transferring approximately \$4,516 to the IRA Civic Center-Special Revenue Fund from the IRA Civic Center-Capital Fund and closing the Fund.

Requested City Council Action

Consider adopting a resolution approving transferring approximately \$4,516 to the IRA Civic Center-Special Revenue Fund from the IRA Civic Center-Capital Fund and closing the Fund.

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

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER TO THE IRA CIVIC CENTER-SPECIAL REVENUE FUND (228) FROM THE IRA CIVIC CENTER-CAPITAL PROJECTS FUND (429) IN THE AMOUNT OF \$4,516 AND CLOSE THE FUND

WHEREAS, in April 2014, the Dave Mol from Redpath and Company presented the 2013 Comprehensive Annual Financial Report, and

WHEREAS, the Audit Management Letter recommended closing a few funds with minimal or no activity for several years, and

WHEREAS, recommended closing to them council designated funds,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorize the transfer of \$4,516 to the IRA Civic Center-Special Revenue Fund (228) from the IRA Civic Center-Capital Projects Fund (429), and to close the fund.

Adopted this 24 th day of November, 2014.	
	Dale Adams, Mayor
Attest:	
Kim Johnson-Gibeau, City Clerk	-

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



Legislation Details (With Text)

File #:

14-0947

Version: 1 Na

Name:

SEC MCDC Initiative Questionnaire

Type:

Agenda Item

Status:

Consent Agenda

File created:

11/19/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Consider approving Securities & Exchange Commission (SEC) Municipalities Continuing Disclosure Cooperation (MCDC) Initiative questionnaire for self-reporting entities and authorize the Mayor to sign

required documents.

Sponsors:

Indexes:

Code sections:

Attachments:

SEC Questionnaire

Date

Ver. Action By

Action

Result

Consider approving Securities & Exchange Commission (SEC) Municipalities Continuing Disclosure Cooperation (MCDC) Initiative questionnaire for self-reporting entities and authorize the Mayor to sign required documents.

Background Information:

At the November 17, 2014 Council Work Session, Martha Ingram, with Kennedy & Graven, Chartered discussed the two basic available courses of action in connection with the SEC's MCDC Initiative: self-reporting by filing in the SEC questionnaire, or declining to self-report. After much discussion, the City Council concluded that the best course of action would be to complete the questionnaire and get it sent in to the SEC by the December 1, 2014 deadline.

Staff Recommendation:

Approval.

Requested City Council Action

Consider approving Securities & Exchange Commission (SEC) Municipalities Continuing Disclosure Cooperation (MCDC) Initiative questionnaire for self-reporting entities and authorize the Mayor to sign required documents.



U.S. SECURITIES AND EXCHANGE COMMISSION DIVISION OF ENFORCEMENT

MUNICIPALITIES CONTINUING DISCLOSURE COOPERATION INITIATIVE QUESTIONNAIRE FOR SELF-REPORTING ENTITIES

NOTE: The information being requested in this Questionnaire is subject to the Commission's routine uses. A list of those uses is contained in <u>SEC Form 1662</u>, which also contains other important information.

1. Please provide the official name of the entity that is self-reporting ("Self-Reporting Entity") pursuant to the MCDC Initiative along with contact information for the Self-Reporting Entity:

Individual Contact Name: Barbara Baird Individual Contact Title: Finance Director Individual Contact telephone: 218-326-7615 Individual Contact Fax number: 218-326-7608

Individual Contact email address: bbaird@ci.grand-rapids.mn.us

Full Legal Name of Self-Reporting Entity: City of Grand Rapids Mailing Address (number and street): 420 North Pokegama Avenue

Mailing Address (city): Grand Rapids Mailing Address (state): Minnesota Mailing Address (zip): 55744

 Please identify the municipal bond offering(s) (including name of Issuer and/or Obligor, date of offering and CUSIP number) with Official Statements that may contain a materially inaccurate certification on compliance regarding prior continuing disclosure obligations (for each additional offering, attach an additional sheet or separate schedule):

State: Minnesota

Full Name of Issuing Entity: City of Grand Rapids

Full Legal Name of Obligor (if any):

Full Name of Security Issue: Please see attached sheet

Initial Principal Amount of Bond Issuance:

Date of Offering:

Date of final Official Statement (format MMDDYYYY):

Nine Character CUSIP number of last maturity:

3.	Please describe the role of the Self-Reporting Entity in connection with the municipal bond offerings identified in Item 2 above (select Issuer, Obligor or Underwriter):
	IssuerObligorUnderwriter
4.	Please identify the lead underwriter, municipal advisor, bond counsel, underwriter's counsel and disclosure counsel, if any, and the primary contact person at each entity, for each offering identified in Item 2 above (attach additional sheets if necessary):
	Senior Managing Underwriting Firm: Please see attached sheet Primary Individual Contact at Underwriter:
	Financial Advisor: Springsted Incorporated Primary Individual Contact at Financial Advisor: Paul T. Steinman
	Bond Counsel Firm: Kennedy & Graven, Chartered Primary Individual Contact at Bond Counsel: Martha Ingram
	Law Firm Serving as Underwriter's Counsel: Primary Individual Contact at Underwriter's Counsel:
	Law Firm Serving as Disclosure Counsel: Primary Individual Contact at Disclosure Counsel:
5.	Please include any facts that the Self-Reporting Entity would like to provide to assist the staff of the Division of Enforcement in understanding the circumstances that may have

led to the potentially inaccurate statements (attach additional sheets if necessary):

In performing our continuing disclosure due diligence, we discovered that a Moody's downgrade of the City's underlying bond rating on 11/18/2009 (from A2 to A3) had not been posted on EMMA until 5/18/2010. The City sold no municipal securities during this time, and has clearly indicated its rating on all subsequent bond issues. Neither the City nor its municipal adviser were aware of the delay until this fall, so the official statements for the City's bonds from 2010 through 2013 did not disclose the delay in reporting the downgrade, and stated that the City has not failed to comply in all material respects with its continuing disclosure undertakings. The official statement for the City's most recent bond issue was drafted after the delay was discovered, and does describe the delay.

There was no intent to withhold information related to the downgrade. In fact, we believe the material event notice related to the downgrade was filed in a timely manner, based on communications between the City and Springsted, its municipal adviser, and on internal communications within Springsted. However, the downgrade took place at the same general time that the market was transitioning from multiple NRMSIRs to EMMA. We believe that either the information was mistakenly reported to one of the previous NRMSIRs, as had been the standard practice, which resulted in a delay in being re-routed to EMMA, or that it was reported to EMMA

On behalf of City of Grand Rapids
I hereby certify that the Self-Reporting Entity intends to consent to the applicable
settlement terms under the MCDC Initiative.

By:	
	Name of Duly Authorized Signer:
	Title: Mayor

Grand Rapids, Minnesota

Full name of security	Initial principal amount	Date of Offering	Date of final OS	CUSIP of last maturity	Underwriter
2010A	\$1,750,000	October 25, 2010	October 26, 2010	3863343F1	United Bankers Bank Eric Sundberg eric.sundberg@ubb.com 952-885-9487
2011A PUC	\$3,985,000	August 8, 2011	August 9, 2011	3863343R5	Robert W. Baird Peter Anderson pranderson@rwbaird.com 414-765-7327
2011B	\$1,565,000	November 14, 2011	November 16, 2011	3863344G8	United Bankers Bank Eric Sundberg eric.sundberg@ubb.com 952-885-9487
2012A	\$2,245,000	March 12, 2012	March 14, 2012	3863344X1	United Bankers Bank Eric Sundberg eric.sundberg@ubb.com 952-885-9487
2012B	\$4,175,000	March 12, 2012	March 14, 2012	3863345N2	UMB Bank Kristin Koziol kristin.koziol@umb.com 816-860-7220
2012C	\$910,000	March 12, 2012	March 14, 2012	3863345P7	UMB Bank Kristin Koziol kristin.koziol@umb.com 816-860-7220
2012D PUC	\$1,610,000	March 12, 2012	March 14, 2012	3863346K7	Robert W. Baird Peter Anderson pranderson@rwbaird.com 414-765-7327

Grand Rapids, Minnesota

2013A	\$1,545,000	April 8, 2013	April 11, 2013	3863346T8	Country Club Bank
					Lisa Roberts
					Iroberts@countryclubbank.com
					816-751-1420
2013B	\$4,025,000	August 12, 2013	August 13, 2013	3863347J9	Piper Jaffray & Company
					Ms. Joyce Chaney
					joyce.e.chaney@pjc.com
					913-345-3360
2013C PUC	\$2,305,000	August 12, 2013	August 13, 2013	3863347Z3	BOSC, Inc
					Dustin Siehr
					dsiehr@bokf.com
					414-203-6558

Insert at No. 5

In performing our continuing disclosure due diligence, we discovered that a Moody's downgrade of the City's underlying bond rating on 11/18/2009 (from A2 to A3) had not been posted on EMMA until 5/18/2010. The City sold no municipal securities during this time, and has clearly indicated its rating on all subsequent bond issues. Neither the City nor its municipal adviser were aware of the delay until this fall, so the official statements for the City's bonds from 2010 through 2013 did not disclose the delay in reporting the downgrade, and stated that the City has not failed to comply in all material respects with its continuing disclosure undertakings. The official statement for the City's most recent bond issue was drafted after the delay was discovered, and does describe the delay.

There was no intent to withhold information related to the downgrade. In fact, we believe the material event notice related to the downgrade was filed in a timely manner, based on communications between the City and Springsted, its municipal adviser, and on internal communications within Springsted. However, the downgrade took place at the same general time that the market was transitioning from multiple NRMSIRs to EMMA. We believe that either the information was mistakenly reported to one of the previous NRMSIRs, as had been the standard practice, which resulted in a delay in being re-routed to EMMA, or that it was reported to EMMA but was not immediately posted due to the huge amounts of information being received by EMMA at that time from issuers nationwide.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 14-0962 Version: 1 Name: Selmser Bench Donation

Type:Agenda ItemStatus:Consent AgendaFile created:11/20/2014In control:City Council

On agenda: 11/24/2014 Final action:

Title: Consider adopting a resolution accepting the donation of a bench from Ms. Kathy Selmser in honor of

her father and mother, Jim and Babe Lyons.

Sponsors:

Indexes:

Code sections:

Attachments: 11-24-14 Attachment Selsmer Bench.pdf

11-24-14 Resolution Selmser Bench.pdf

Date Ver. Action By Action Result

Consider adopting a resolution accepting the donation of a bench from Ms. Kathy Selmser in honor of her father and mother, Jim and Babe Lyons.

Background Information:

The City has a "Dedicate A Bench Program" where members of the public can donate a bench with a plaque in honor of people. Ms. Kathy Selmser has offered to donate a bench and dedicate it in honor of her father and mother, Jim and Babe Lyons. The bench will be located outside of the library. Attached is the application form and wording that will go on the plaque on the bench and the resolution accepting the donation.

Staff Recommendation:

Cit staff recommends adopting a resolution accepting the donation of a bench from Ms. Kathy Selmser in honor of her father and mother, Jim and Babe Lyons.

Requested City Council Action

Consider adopting a resolution accepting the donation of a bench from Ms. Kathy Selmser in honor of her father and mother, Jim & Babe Lyons.

Bill To

Flagship Recreation LLC

5607 Cedar Lake Rd South Saint Louis Park, MN 55416

Quote

Net 30

763.550.7860 : info@flagshipplay.com Date 10/23/2014 Quote # 13427 Ship To Project City of Grand Rapids **GRAND RAPIDS PUBLIC WORKS** 762-084531-14A 420 POKEGAME AVE N 500 SE 4TH STREET Drawing # GRAND RAPIDS, MN 55744 GRAND RAPIDS, MN 55744

> Prepared By KIM

Terms

We are pleased to submit the proposal to supply the following items:

Qty	Item		Description	Price	Total
l l	58-60 FREIGHT	6FT BENCH WITH BACK, WITH 2 DELIVERY	Description "X 12" PLAQUE -022187 LYONS	1,345.00 308.00	1,345.00T 308.00T
Signature below accepting this proposal will constitute a purchase order only on approval upon Flagship Recreation, LLC. Customer receipt of an order		Subtotal	\$1,653.00		
acknowledgement constitites such approval.		Please remit payment to:	Sales Tax (0.0%)	\$0.00	
Signature			Flagship Recreation LLC	Jules Tux (U.U/6)	\$0.00
Purchase Or	der # (if applicable)		5607 Cedar Lake Rd. St. Louis Park, MN 55416	Total	\$1,653.00

In Honor of Jim and Babe Lyons For Their Love of Family and Books

Jim and Babe Lyons
For Their Love Of Books

APPROVED
APPROVED AS NOTED
REJECTED

BY_____ DATE____

INTERNAL USE ONLY

PL ORDERED:

SO/REP:

ITEM:

QTY:

EST:



2" X 12" PLAQUE

PLAQUE NOT TO SCALE

PLAQUE-022187-10 10/22/14

RESOLUTION NO. 14-xx

A RESOLUTION ACCEPTING A \$1,653.00 DONATION FOR THE INSCRIPTION AND COST OF ONE PARK BENCH

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:

• An area resident donated \$1,653.00 for the inscription and cost of a park bench to be placed at the Grand Rapids Public Library.

Adopted this 24" day of November, 2014.	
	Dale Adams, Mayor
Attest:	
Kim Johnson-Gibeau, City Clerk	



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:

14-0965

Version: 1

Name:

Request by the Police Department to sell forfeited

vehicles at the Minnesota DNR auction.

Type:

Agenda Item

Status:

Consent Agenda

File created:

11/20/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Request by the Police Department to sell forfeited vehicles at the Minnesota DNR auction.

Sponsors:

Indexes:

Code sections:

Attachments:

Date

Ver. Action By

Action

Result

Request by the Police Department to sell forfeited vehicles at the Minnesota DNR auction.

Background Information:

The Police Department has used the Minnesota DNR auction (located in Grand Rapids) in the past to dispose of our forfeited vehicles. The auction will be held at the Minnesota DNR facility located on Hwy #2 East in the City of Grand Rapids.

The vehicles held for forfeiture have gone through the forfeiture process and have been awarded to us by the courts and are now titled to the City of Grand Rapids and can be sold. Money earned from the sale of these vehicles will be distributed according to state statute and city policy. The Auction will be held on December 6, 2014.

Vehicle descriptions are as follows:

ICR#

MAKE / MODEL

VIN#

1. 13001663 1995 Chevy Camaro

2G1FP22P6S2195186

2. 14000618 1994 Jeep Chk

1J4GZ78S3RC248431

3. 14000701 2002 Dodge Int.

2B3HD46R02H168709

4. 14006280 1993 Ford Pk

1FTEX14N9PKB23095

Staff Recommendation:

We would recommend to the City Council to allow the Police Department to sell forfeited vehicles at the Minnesota DNR auction.

Requested City Council Action

Please consider a request by the Police Department to sell forfeited vehicles at the Minnesota DNR auction on December

File #: 14-0965, Version: 1

6, 2014.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: Type: 14-0969

Version: 1

Name:

Status:

Consent Agenda

File created:

Agenda Item 11/20/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Consider adoption of a resolution approving the First Amendment to the Purchase and Development

Agreement with River Hills Apartments of Grand Rapids LLLP.

Sponsors:

Indexes:

Code sections:

Attachments:

Grand Rapids River Hills TIF Res Approving Amendment - 453094v1

Grand Rapids River Hills TIF First Amendment to CPD - 453093v1

Date

Ver. Action By

Action

Result

Consider adoption of a resolution approving the First Amendment to the Purchase and Development Agreement with River Hills Apartments of Grand Rapids LLLP.

Background Information:

The Purchase and Development Agreement for the River Hills Apartments project required that the closing on the purchase of the property from the City occur no later November 30th and the commencement of construction occur no later than November 1st. The closing is now set to occur on November 25th, however the commencement of construction is not likely to occur until next spring due to the late closing and early onset of winter. The first amendment to the Purchase and Development Agreement extends the closing date to no later than December 31, 2014 and also changes the required construction start to June 1, 2015 and completion to no later than December 31, 2016.

Requested City Council Action

Consider adoption of a resolution approving the First Amendment to the Purchase and Development Agreement with River Hills Apartments of Grand Rapids LLLP.

	CITY	RESOL	UTION	NO.	
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RESOLUTION APPROVING A FIRST AMENDMENT TO THE PURCHASE AND DEVELOPMENT AGREEMENT BETWEEN THE CITY OF GRAND RAPIDS AND RIVER HILLS APARTMENTS OF GRAND RAPIDS LIMITED LIABILITY LIMITED PARTNERSHIP

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

Section 1. Recitals.

- 1.01. The City has heretofore approved the establishment of its Tax Increment Financing District No. 1-10 (the "TIF District") within Development District No. 1 (collectively, the "Project"), and have adopted a tax increment financing plan for the purpose, among other things, of financing certain improvements on real property within the Project to be developed by River Hills Apartments of Grand Rapids Limited Liability Limited Partnership (the "Developer").
- 1.02. The City and the Developer have executed a certain Purchase and Development Agreement, dated as of September 11, 2014 (the "Agreement"), whereunder the City pledged Tax Increment to pay or reimburse certain Public Development Costs (as such terms are defined in the Agreement) incurred by the Developer in connection with the development of 70 units of rental housing for occupancy, in part, by low and moderate income persons constructed in two phases on the Development Property (the "Minimum Improvements").
- 1.03. The Developer has requested and the City has agreed to an amendment to certain terms of the Agreement (the "First Amendment"), including the date of acquisition of the Development Property and the dates for commencement and completion of construction of Phase I of the Minimum Improvements.

Section 2. First Amendment Approved.

2.01. The First Amendment as presented to the City is hereby in all respects approved, subject to modifications that do not alter the substance of the transaction and that are approved by the Mayor and City Administrator, provided that execution of the document by such officials shall be conclusive evidence of approval. The Mayor and City Administrator are hereby authorized to execute, on behalf of the City, the First Amendment.

2014.	Adopted	by the (City Counci	l of the	City	of Grand	Rapids,	this 2	24th day	of N	lovem	ber,
ATTE	ST:					Mayor						
City C	lerk				-							

FIRST AMENDMENT TO PURCHASE AND DEVELOPMENT AGREEMENT

This agreement is made as of November 24, 2014, by and between the CITY OF GRAND RAPIDS, MINNESOTA, a Minnesota municipal corporation (the "City") and RIVER HILLS APARTMENTS OF GRAND RAPIDS LIMITED LIABILITY LIMITED PARTNERSHIP, a Minnesota limited liability limited partnership (the "Developer").

WHEREAS, the City and Developer entered into that certain Purchase and Development Agreement dated as of September 11, 2014 (the "Contract") providing, among other things, for the construction of certain improvements (the "Minimum Improvements") on the property legally described within the Contract (the "Development Property"); and

WHEREAS, the parties have determined to modify certain terms of the Contract as provided herein.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. <u>Amendment to Section 3.2(c) of the Contract</u>. Section 3.2(c) of the Contract is amended as follows:

The closing on conveyance of the Development Property from the City to the Developer (the "Closing") shall occur within 15 business days after satisfaction of the conditions specified in this Section, but no later than December 31, 2014.

2. <u>Amendment to Section 4.3 of the Contract</u>. Section 4.3 of the Contract is amended as follows:

Subject to Unavoidable Delays, the Developer will commence construction of Phase I of the Minimum Improvements by June 1, 2015, and substantially complete construction of Phase I by June 1, 2016, and will commence construction of Phase II of the Minimum Improvements by December 31, 2016, and substantially complete construction of Phase II by December 31, 2017. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City.

The Developer agrees for itself, its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that the Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Development Property through the construction of the Minimum Improvements thereon. After the date of this Agreement and until construction of the Minimum Improvements has been completed, the Developer shall make reports, in such detail and at such times as may reasonably be requested by the City, as to the actual progress of the Developer with respect to such construction.

(Remainder of this page intentionally left blank.)

IN WITNESS WHEREOF, the City has caused this Agreement to be duly executed in its name and behalf and its seal to be hereunto duly affixed and the Developer has caused this Agreement to be duly executed in its name and behalf on or as of the date first above written.

		CITY OF MINNESOTA	GRAND	RAPIDS,
		By: Its Mayor		
		By: Its City Administr	ator	
STATE OF MINNESOTA)			
COUNTY OF ITASCA) SS.)			
The foregoing instru 2014, by of the City of Grand Rapids	ment was acknowled and and, Minnesota, a muni	edged before me this, the Ma icipal corporation, on b	day of yor and City A behalf of the Cit	dministrator y.
		Notary Public		

RIVER HILLS APARTMENTS OF GRAND RAPIDS LIMITED LIABILITY LIMITED PARTNERSHIP

	By:	
	Its	
	By:	
	Its	
STATE OF MINNESOTA)) SS. COUNTY OF)		
The foregoing instrument was, 2014 by and	acknowledged before me this and, respectively, of River Hills Ap	day of, the partments of
Grand Rapids Limited Liability Limited partnership, on behalf of the company.	Partnership, a Minnesota limited liab	ility limited
	Notary Public	

THIS DOCUMENT DRAFTED BY:

Kennedy & Graven, Chartered (GAF) 470 US Bank Plaza 200 South Sixth Street Minneapolis, Mn 55402 (612) 337-9300



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:

14-0950

Version: 1

Name:

Approve an amendment to the not to exceed

amount for the Laserfiche upgrade project to

\$39,000.

Type:

Agenda Item

Status:

Information Technology

File created:

11/19/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Approve an amendment to the not to exceed amount for the Laserfiche upgrade project to \$39,000.

Sponsors:

Indexes:

Code sections:

Attachments:

Date

Ver. Action By

Action

Result

Approve an amendment to the not to exceed amount for the Laserfiche upgrade project to \$39,000.

Background Information:

During the November 11th meeting, Council approved a not to exceed amount of \$38,200 for the Laserfiche upgrade project. Because of numerous time-sensitive discounts built into the quoting process with Laserfiche, the actual cost ended up being slightly different from the projections. Instead of the estimated \$7,000 discount for our current support agreement, the actual calculated discount ended up being \$4,723.52.

Staff Recommendation:

Staff recommends the approval of an amendment to the not to exceed amount for the Laserfiche upgrade project to \$39,000.

Requested City Council Action

Approve an amendment to the not to exceed amount for the Laserfiche upgrade project to \$39,000.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:

14-0944

Version: 1 Name:

Board & Commission Minutes

Type:

Minutes

Status:

Approved

File created:

11/19/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Acknowledge minutes for Boards & Commissions

Sponsors:

Indexes:

Code sections: Attachments:

September 10, 2014 Civic Ctr, Park & Rec Board

September 24, 2014 Human Rights Minutes
October 8, 2014 Library Board Meeting
October 21, 2014 Golf Board minutes
August 20, 2014 Airport Advisory Board

Date

Ver. Action By

Action

Result

Acknowledge minutes for Boards & Commissions

CIVIC CENTER AND PARKS AND RECREATION ADVISORY BOARD Regular Monthly Meeting September 10, 2014 – 5:30 p.m.

The IRA Civic Center and Park and Recreation Advisory Board held its regular monthly meeting on Wednesday, September 10, 2014 at the IRA Civic Center.

I. CALL TO ORDER

Board Members Present: Lilah Crowe, Tina Glorvigen, Brad Hyduke, Justin Lamppa, Peter

Miskovich, Steve Oleheiser, and Barb Sanderson

Board Members Absent: Melanie DeBay, Kim Smith

Staff Present: Dale Anderson and Sara Holum

Visitors: None

II. FINANCIAL REPORTS

Dale discussed the financials and stated that the Civic Center was slightly over budget. Dale met with Mr. Pagel and the City is going to get rid of the yearly transfer of \$27,000 to the Civic Center. The City is going to forgive the remaining \$20,000 balance of the \$220,000 loan repayment making it a difference of \$7,000.

III. MINUTES

The minutes from the last regular meeting held on April 9, 2014 were presented to the board.

A motion was made by Crowe and second by Sanderson to accept the April 9, 2014 minutes as presented.

Upon roll call vote, the following voted in favor thereof: Crowe, Glorvigen, Hyduke, Lamppa, Miskovich, Oleheiser, and Sanderson. Those opposed: none. Motion carried.

IV. SETTING THE AGENDA

Mr. Lamppa asked that the item: <u>New Business</u>, <u>d. Discuss GRAHA shooting center request</u> be discussed earlier in the meeting due to a timeline conflict.

As GRAHA had requested an area within the arena to establish a shooting center, Dale recommends a 20 foot deep by 18 foot wide area where two kids can shoot at the same time. Upon the Boards' approval, GRAHA will be ordering hockey boards in the shape of the shooting center. Dale suggests using the cement floor for this year and synthetic ice for next year. GRAHA would assume all expenses incurred and would be responsible for the storage of all of the Civic Center staging and materials that are placed in that area now.

A motion was made by Hyduke and second by Sanderson to allow GRAHA to build a shooting center in the northeast corner of the East Venue wherein GRAHA will incur all expenses including the responsibility of finding storage for all Civic Center staging and materials that are currently in place in that location.

Upon roll call vote, the following voted in favor thereof: Crowe, Glorvigen, Hyduke, Lamppa, Miskovich, Oleheiser, and Sanderson. Those opposed: none. Motion carried.

V. OLD BUSINESS

a. Discuss the approved Parks and Trails Plan Update

Dale mentioned that he held a meeting at the civic center that was very well attended regarding the City motorized trails. Discussions took place for needing better signage on the thru town ATV trail. The group plans to meet every other month which the next meeting is set up for late October.

Dale presented an attachment (pg. 27 of the Parks & Trails Master Plan) and highlighted some of the items in the Works in Process and Priority New Actions and Projects.

Dale discussed the capital improvement project of removing the restroom/shower facility at Blandin Beach and putting up a pavilion. At this time we are not receiving the monies necessary to complete the project. There were suggestions as to ways to help fund the project such as grant money from Legacy Fund, IRRRB, and Blandin Foundation.

Dale mentioned that it is not likely to have a dog park in 2015. He also discussed the possibility of putting a dog park in at Veteran's Park.

Dale is to move forward with park land in the Remer/Deschepper park and is to check that we had accepted the park plan before we draw up site plans.

b. Locker room model project

Locker room remodel is complete and Dale just gave to GRAHA the invoice for their contribution.

c. Roof replacement update

Although there was a delay in the start, the shrubs have been ripped out and Nelson Roofing will be shoveling the rock from the roof to fill in the landscaping close to the building. Hawkinson is going to donate some large boulders for a nice architectural look.

VI. NEW BUSINESS

a. Discuss next year's dry floor rates. The Civic Center has not had an increase in prices for dry floor events since 2006. There was a discussion as to what types of events are considered dry floor.

A motion was made by Miskovich and second by Oleheiser to increase the dry floor events at the Civic Center to the following:

East Venue-MacDonald Venue-\$700 per day – receptions/parties \$1,300 per day – commercial West Venue-Kauppi Venue-\$650 per day – receptions/parties \$1,200 per day – commercial

Upon roll call vote, the following voted in favor thereof: Crowe, Glorvigen, Hyduke, Lamppa, Miskovich, Oleheiser, and Sanderson. Those opposed: none. Motion carried.

b. Discuss CIP park updates

The Park and Recreation department ordered \$35,000 in playground equipment for McGowan and Willow Parks and will be installed in October.

c. Discuss Pickleball request

Dale received a request for a pickleball court. It's similar to tennis; played with wood paddle and whiffle ball. There could be a possibility of this group working with the City to expand on the basketball across from the arena to build a court. Cohasset has one in tarred outdoor skating rink.

STAFF REPORT

- a. Summer programs went well and we had 521 total registrations for the youth sports/activities. Mud Run profited approximately \$4,000.
- b. Ice is in and GRAHA and SNSC start October 6.

CORRESPONDENCE

Nothing to report.

There being no further business, the meeting was adjourned.

Respectfully submitted: Sara Holum

CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2B of City Hall, Grand Rapids, Minnesota, on Wednesday, September 24, 2014 at 4:00 p.m.

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

Absent Commissioners: Darlene Freeman, Braidy Nichols and Melissa Weidendorf

Staff Present: Michele Palkki, Administrative Assistant

CALL TO ORDER: The meeting was called to order at 4:08 p.m.

SETTING AGENDA

MOTION BY COMMISSIONER DOWEL, SECOND BY COMMISSIONER NOYCE TO ACCEPT THE AGENDA AS PRESENTED. Motion passed unanimously.

APPROVAL OF MINUTES: August 27, 2014 Regular Meeting

MOTION BY COMMISSIONER LAPLANT, SECOND BY COMMISSIONER SANDERSON TO APPROVE THE MINUTES OF AUGUST 27, 2014 AS PRESENTED. Motion passed unanimously.

FINANCIALS

The financials were included in the Commissioner Packet. It was noted that the cost for the brochures is not listed. Staff will check with the Finance Department and have it corrected for next month.

CIRCLE OF HEALING UPDATE

Commissioner LaPlant gave a report what is happening with Circle of Healing.

At 10:00 am on Thursday, September 25, at ICC; Larry Aitkin will do a pipe ceremony welcoming the Why Treaties Matter Exhibit, everyone is invited.

The Circle of Healing is hosting a booth at the Chamber Networking Event on Wednesday, October 8th at the Timberlake. This event is open to the public and there is no charge. Commissioner Sanderson reported she still had some of the "jelly beans" that she will bring to have available on the table. In addition, it would be good to have some brochures available to the public to take. Commissioners are welcome to attend.

Human Rights Commission September 24, 2014 Page 2

OLD BUSINESS:

Save a Walleye (t-shirt) – Commissioner Dowell checked with the Police Chief and it is protected by free speech.

Discussion Regarding Mascot References Commissioner Sanderson reported that she had a conversation with Britta from the Herald Review regarding names, referring to mascots, sports team names, etc. Britta will talk with their staff regarding the concerns.

COMMISSION GOALS – The Commission brainstormed about issues that are important to them and want the Commission to work on.

- ➤ Policing Issues: Invite Scott Johnson, Police Chief, to a commission meeting to meet the commission and talk about communication, training and education, community involvement etc.
- ➤ Newsletter and website updating Commissioner LaPlant volunteered to be thek liaison from the Commission to get updated information to list on the City Website. Staff will check as to the contact person for the City and forward that information.
- > Tracks in the Snow
- ➤ Suicide Prevention / Education
- ➤ Bullying, Greenway Schools
- ➤ Bukata Hayes Have a workshop with the businesses and community. It is important that we be a welcoming community.
- ➤ Outstate Speakers try to schedule these at times in the season other than the winter. Possibly spring or fall?
- Latino's and Hispanics as minority groups
- ➤ Older teens to younger adults
- ➤ Undoing Racism have workshops offered in Grand Rapids
- ➤ Employee Training work with the City and County to buy into putting on more workshops.
- ➤ Commission would like to meet internally with different groups in City and in the County.

Human Rights Commission September 24, 2014 Page 3

Goals Continued

MOTION BY COMMISSIONER NOYCE, SECOND BY OMMISSIONER HALL TO APPROVE THE GOALS OF THE COMMISSION AS PRESENTED. Motion passed unanimously.

NEW BUSINESS:

Human Rights Conference – Commissioner Sanderson reported that this conference is going to be held at the Crown Plaza in St. Paul on Thursday, December 4th. There is money available if any of the Commissioners are interested.

Indigenous People's Day Proclamation – Commissioners Hall, Noyce, Freeman and LaPlant put together a proclamation for the Commissions to review. Commissioner Sanderson will send this to Tom Pagel, City Administrator, to put on the next City Council Meeting, which is October 14th.

MOTION BY COMMISSIONER LAPLANT, SECOND BY COMMISIONER SANDERSON TO ACCEPT THE PROCLAMATION FOR INDIGENOUS PEOPLES DAY AS PRESENTED AND DIRECT CITY STAFF TO PLACE ON THE OCTOBER 14TH, CITY COUNCIL MEETING. Motion passed unanimously

Announcements: The art of hosting will be having a Grand Gathering on Saturday, November 22, 2014 from 10:00 am - 3:00 pm at the Grand Rapids High School.

MOTION BY COMMISSIONER NOYCE, SECOND BY COMMISSIONER HALL TO ADJOURN THE MEETING AT 5:30 PM.

Respectfully submitted, Michele Palkki, Administrative Assistant

Grand Rapids Area Library Regular Board Meeting October 8, 2014

Call to Order: The monthly board meeting was called to order at 5:05 PM by Dennis Jerome.

Roll Call:

- *Members Present*: Dennis Jerome, Max Peters, Abby Kuschel, David Yankowiak, Mary Helen Haarklau, Janet Neurauter, John Soll, and Jean MacDonell
- Members Absent: Shannon Belkonen
- Staff Present: Director Marcia Anderson

Agenda: John Soll moved to approve the agenda. A second was made by Abby Kuschel. The motion passed unanimously.

Minutes: Janet Neurauter moved to approve the minutes from the September 10, 2014 board meeting. A second was made by Abby Kuschel. The motion passed unanimously.

Communications:

• Museum Pass Program ended: Director Marcia Anderson noted that the Arrowhead Library System decided to end the Museum Pass Program. It was consuming too much staff time and the privilege of the program was abused on at least one occasion by a patron listing a pass on Craigslist in order to make a profit.

${\bf Financial\ Report:}$

The Grand Rapids Area Library Bill List Invoices Due On/Before September 10, 2014

AMAZON.COM	6244 27
AMERIPRIDE LINEN & APPAREL	\$244.37 57.09
ARROWHEAD LIBRARY SYSTEM	73.31
BAKER & TAYLOR, INC	2,865.25
BLUE CROSS & BLUE SHIELD OF MN	·
	4,699.00
BUSY BEES QUALITY CLEANING	1,700.00
CDW GOVERNMENT INC	461.90
DELTA DENTAL OF MINNESOTA	216.75
GARTNER REFRIGERATION CO	590.48
GRAND RAPIDS ARTS	25.00
CITY OF GRAND RAPIDS	637.14
GRAND RAPIDS CITY PAYROLL	35,205.78
HEWLETT-PACKARD COMPANY	3,172.30
ICTV	15.00
ITASCA COUNTY FARM SERVICE	9.99
LINCOLN REPUBLIC INSURANCE CO	20.50
MINNESOTA ENERGY RESOURCES	39.49
MN DEPT OF LABOR & INDUSTRY	30.00
MINNESOTA REVENUE	48.12
NEXTERA COMMUNICATIONS LLC	89.95
NORTHERN BUSINESS PRODUCTS INC	1,364.48
OXFORD UNIVERSITY PRESS USA	84.83
PERSONNEL DYNAMICS LLC	126.92
PETERSON'S A NELNET CO	95.66
PITNEY BOWES INC	126.50
PIZZA WORKS	11.99
P.U.C.	3,084.55
RECORDED BOOKS	46.79
SHOWCASES	46.71
SIM SUPPLY INC	317.31
TRU NORTH ELECTRIC LLC	725.00
UNIQUE MANAGMENT SERVICES	205.85
VERIZON WIRELESS	52.04
VIKING ELECTRIC SUPPLY INC	70.47
THE VILLAGE BOOK STORE	88.72
VISA	137.00
XEROX CORPORATION	30.50
TOTAL ALL VENDORS	\$56,816.74

Marcia Anderson stated that nothing was extremely over or under budget this month. Abby Kuschel moved to approve the financial report. A second was made by Jean MacDonell. On a roll call vote the motion passed unanimously.

Staff Reports:

- *Director's Report:* Marcia Anderson explained to the board that the library will receive a rebate just under \$3,000 for the new chiller and lights. She also noted that the Virtual Desktop project is on track and the Horizon server has been updated. Director Anderson told the board members that the AV proposal was plodding along. The board members discussed the AV proposal.
- Assistant Director's Report: Marcia Anderson noted that there have been many class visits in September and October.

Old Business: None to report.

New Business:

- Consent Agenda:
 - 1. Approve payment of late bills
 - 2. Approve Contracts
 - a. Jessica Zikri \$300 honorarium Oct 30 "Minnesota Muslimah" program
 - 3. Approve Resolution 2014 Accepting Donations

Foreign Affairs subscription from Pete Anderson in honor of Catherine Anderson

\$200 from Al and Caron Guaper in memory of LaVerne Guaper

Abby Kuschel moved to approve the consent agenda. A second was made by Max Peters. On a roll call vote the motion passed unanimously.

- Regular Agenda:
 - 1. Approve Teen Read Week Fine Amnesty Marcia Anderson explained the Teen Read Week Fine Amnesty to the board members. Max Peters moved to approve the Teen Read Week Fine Amnesty. A second was made by David Yankowiak. On a roll call vote the motion passed unanimously.
 - 2. Authorize soliciting quotes for microfilm machine The average cost of a new microfilm machine is between \$4,000 to \$12,000. David Yankowiak asked whether digitizing the information would be practical for the library. Marcia Anderson responded that digitizing the information would be too expensive and impractical at this time.

Three quotes are needed to apply for the grant, which would pay for most, if not all, of the machine..

- 3. Authorize applying for a grant from the Minnesota Historical Society for a microfilm machine Max Peters moved to authorize soliciting quotes for microfilm machine (see Regular Agenda No.2, above) and apply for a grant from the Minnesota Historical Society for a microfilm machine. A second was made by John Soll. The motion passed unanimously.
- 4. Recruitment of Applicants for Board · Dennis Jerome, John Soll, and David Yankowiak's terms will end at the end of this year. Dennis Jerome seeks to be re-appointed. Both John Soll and David Yankowiak do not wish to be re-appointed. Marcia Anderson asked board members to suggest replacements for the two opening spots. Director Anderson said that she will ask Charlie Schweigert, a recently retired teacher, if he is interested in becoming a member.

5. Discuss policies:

• Meeting Room • Marcia Anderson explained that room fees were based on a cost recovery basis. She asked the board members if they thought that the library should continue its current policy of not charging reservation fees for book groups. The option of not charging all groups was discussed, but since no issues have been brought forward by any users, the board decided that the policy should not be changed. A discussion was had about whether the projector and sound system should be included when a group reserves the meeting room. The board decided not to change the current policy.

6. Strategic Plan brief update

Adjourn: The monthly board meeting was adjourned at 5:54 PM by Dennis Jerome.

GRAND RAPIDS GOLF COURSE BOARD REGULAR MONTHLY MEETING October 21, 2014 7:30 AM

Present:

Jeff Ericson, Ron Iannelli, Dan Richter

Absent:

Pat Pollard, Steve Forneris

Staff:

Bob Cahill

Director of Golf

Steve Ross

Grounds Superintendent

- I. Jeff Ericson called the meeting to order.
- II. Ron lannelli made a motion to accept the minutes of the September 19, 2014 Board meeting. Dan Richter seconded the motion. The motion passed.
- III. Consideration of monthly bills: Dan Richter made a motion to approve the bill list. Ron lannelli seconded the motion. The motion passed.

DAVIS OIL DELTA DENTAL OF MINNESOTA ELEMENT PAYMENT SERVICES FIDELDY BROS. WELL DRILLING FIDELDY BROS. WELL DRILLING FIDELDY BROS. WELL DRILLING FIDELDY OF GRAND RAPIDS GENE'S ELECTRIC INC CITY OF GRAND RAPIDS GRAND RAPIDS CITY PAYROLL CRAND RAPIDS STATE BANK LINCOLN REPUBLIC INSURANCE CO MINNESOTA REVENUE MINNESOTA TORO MINNESOTA WOMEN'S GOLF ASSOC THE MOTOR SHOP NORTHERN AIR PLUMBING NORTHERN AIR PLUMBING NORTHERN SAFETY & INDUSTRIAL PRECISION SMALL ENGINE CO INC PRECISION SMALL ENGINE CO INC NORTHERN MN WATER COND DBA RUTTGER'S SUGAR LAKE LODGE SIM SUPPLY INC TOSM T	ACHESON TIRE COMPANY INC AMERIPRIDE LINEN & APPAREL BURGGRAF'S ACE HARDWARE INC ROBERT CAHILL JAMES V. CARLSON DBA CHAMBER OF COMMERCE CITY OF COHASSET COLE HARDWARE INC 7	227.11 54.42 324.37 80.00 200.00 460.00 98.11 13.70
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WASTE MANAGEMENT WILLARD L PETERSON CHRIS MCGAULEY 259.42 200.00 200.00

TOTAL ALL VENDORS:

77,324.98

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- IV. Visitors: Ron Lindman
- V. Grounds Superintendent: Steve Ross reported. Steve was able to purchase the two demo utility vehicles and should take delivery this fall. Fairways will get a snow mold application this Thursday. Plackner tree removal will still be coming this fall to remove approximately 40 trees. With the warm fall lately the grass is still growing and the ground temperature is still quite warm.
- VI. Concessions: No report.
- VII. Director of Golf: Bob Cahill reported. Ron Lindman, a visitor, attended the meeting to thank the Board, Bob, and Steve for a great year at the golf course. Ron lives on the course and represented the Monday Men's group. Financials were discussed. Larry and Bob will continue to work on the budget and a special meeting will be called for late October or early November to approve the budget.
- VIII. Old Business: None
- IX. New Business: None
- X. Correspondence and Open Discussion: None.
- XI. Adjourn: Dan Richter made a motion to adjourn the meeting. Ron lannelli seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien Recording Secretary

GRAND RAPIDS/ITASCA COUNTY AIRPORT ADVISORY BOARD (AAB) August 20, 2014, 6:00 PM Eichorn's North Bound Hangar, Airport

Board members present were Barb Sanderson, Dan Erkkila, Rusty Eichorn, Jim Johnson, and Scott Johnson. Absent with notice was John Undem. Others present were Julie Kennedy, City Engineer, Benita Crow, SEH Project Manager, and June Johnson, Recording Secretary.

Chairperson Dan Erkkila called the meeting to order at 6:00 PM.

Agenda Item 3: Minutes from the May 21, 2014 meeting – Rusty Eichorn moved to approve the minutes from the May 21, 2014, AAB meeting. Motion seconded by Scott Johnson and carried.

Agenda item 4: Public Comment – There were three guests who wanted the board to know that the airport has never looked better and think that Jeff and Everett are doing a great job.

Agenda item 5: Approval of Agenda – Rusty Eichorn moved to approve the agenda as printed. Motion seconded by Barb Sanderson and carried.

Agenda Item 6: Operations and Maintenance -

a. Maintenance Report – Julie reviewed the report in the packet from Jeff Davies, Public Works Director. She advised that they had learned that the life expectancy of the PAPIS is 8 – 10 years. Four have been replaced this year and they will plan for replacing the rest in the future. She also talked about the crack fill project. It should be under a 80/20 project grant and be completed this fall.

A discussion was held on having Everett Baumgarner take the Airport Vehicle home during the winter months. Barb Sanderson moved to recommend to the City that they continue to have Everett take the work vehicle home during the winter months. Motion seconded by Jim Johnson and carried.

- b. Julie advised that there are only two vacant hangars. The leases are being updated for renewal.
- c. Terminal lease Update The FAA just approved the 911 Call Center to be in the terminal. Now only the paperwork needs to be completed.
- d. Lily Lake Possible Dredging Update Rusty advised that since the brush removal, it is a non-issue. There doesn't seem to be a need to dredge at this time.

Agenda item 7: Engineering

- a. RWY 5/23 Property Acquisition Update The acquisition is done. The documents have been signed and the grant monies have been requested.
- b. Economic Impact/Public Outreach The best way is to keep talking to people about the airport and the effect it has on our economy. Remember to mention the DNR, CAP, EAA, etc.
- c. 2014 Grant Agreements The papers are going to the City and County for approval. The State Grants are expected shortly.
- d. 2014/2019 CIP There will be a CIP meeting here the end of September. MN/DOT and the FAA will be here to discuss the five projects currently on our CIP list.

Agenda item 8: Finance

- a. 2014 YTD Capital Improvement Fund Financial Update
- b. 2014 YTD Operations Fund Financial Update Julie reviewed the financials and believed there to be no problems.

Agenda item 9: Other – Julie did receive one e-mail from the DNR requesting to hold a drill on the airport grounds.

The next meeting will be Wednesday, November 19, 2014, at City Hall, Room 2A. Meeting adjourned at 6:35 PM.

June Johnson

Recording Secretary



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:

14-0953

Version: 1

Name:

Department Head Report: Library

Type:

Department Head Report

Status:

Department Head Report

File created:

11/19/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Department Head Report: Library

Sponsors:

Indexes:

Code sections:

Attachments:

Library Report to council 11 24 14

Date

Ver. Action By

Action

Result

Department Head Report: Library



Library Department Head Report November 24, 2014



Our summer and fall have been filled with programs and activities around the Library. We continue to focus on the goals identified in our strategic plan, and on creating a welcoming place for our community.

Strategic Plan Implementation Update

The Library Board, Library staff and representatives from the Friends of the Library and the Library's volunteer Program Committee gathered input from the community this winter and developed a revised strategic plan for 2014-2017. We heard requests for more activities and a space for elementary school-aged children and more spaces for people to come together in the Library. We heard many suggestions for making better use of the outdoor space and the Mississippi River area. People are interested in opportunities to be creative at the library, and to work collaboratively. The Strategic Plan was revised to incorporate many of these suggestions, and adopted by the Library Board in April.

Service Priority # 1: Parents will feel supported in preparing their preschoolers for learning success, and primary students will develop a love of reading and learning.

- Saturday Story Times continue, thanks to the generosity of the Library Foundation. This summer and fall the attendance ranged from 37-70, now split between 2 sessions. We are the only Library in the area that is open on Saturdays during the summer, so we have drawn families from throughout Itasca County, and farther east.
- We have monthly Family Movie Nights with attendance ranging from 5 to 70.
- We have seen many class visits already this fall. Several Southwest 3rd and 4th grade classes have been walking to the Library regularly, and we have had many visits from area preschools
- Our summer Reading Program "Paws to Read" was very popular, with 819 children signing up to participate. We had 23 children's programs this summer, with attendance by 730 people, (not including Story Times)
 - Programs included a 6 week art series in collaboration with MacRostie Art Center,
 Wicked Cool Science, Cake Decorating, Stubby the Elephant (play), and Jack Pearson,
 singer and storyteller
- We are exploring ways to design a space just for 6-12 year olds, with some art or other
 interactive projects available, and will look for additional programming to engage this
 age group.
- Upcoming Programs:
 - o Balsam Puppet Team
 - Felting Wool (Duluth Art Institute)
- Kickoff for winter reading program is Winter Word Play on December 13. The theme
 is: Superheroes! The program will run from December 13 to February 21



Library Department Head Report

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Service Priority # 2: Individuals will be supported in their personal search for knowledge and development of skills and careers.

- Our recent programming for adults has included such programs as:
 History Programs: Continuing Civil War discussions (part of the ongoing series started in early 2012) Lost Towns of Minnesota, History of the Cuyuna Iron Range, History Player Virginia May Hope, WWII WASP
 Practical programs such as Landscaping for Wildlife, and Trapping 101
 Scientific programs such as the results of a study of moose in MN
- Upcoming programs in December include:
 Pictographs in Quetico, Cross Country Skiing, Plastic Bag waste.
- We provide people with **instructional or informational** materials for the practical necessities, such as building a deck, home repair or remodeling, cooking and crafts

Service Priority #3: Individuals will have access to online resources that connect them to their community and the world

- We continue to offer beginning computer classes, turning our meeting room into a computer training space. We offered 5 classes this fall, with a total of 37 participants -
- Classes are: Computer 101 for Beginners, Internet 101 for Beginners, Email 101 for Beginners, Using Google Tools, Social Networking 101 for Beginners.
- Our computers continue to be used often by people taking online classes, or doing homework for local classes.
- Our public wireless network is in constant use by people bringing their own devices
- Online Databases provide 24/7 access to a wealth of research and learning opportunities
- Live online Homework Help tutors and online resume help is available through Brainfuse.
- Test preparation and practice for education and careers is now available through Learning Express Library.

Service Priority #4: Individuals will enjoy varied options that enrich their leisure time, broaden their world view, and inspire their creativity.

- **Legacy-Funded Programs**: We have hosted several programs arranged by Arrowhead Regional Library System including:
 - Sara Pajunen with Finnish music and history, the Icebox Radio Theater, Frederick the Photographer,
- A commitment to cultural diversity in programming and displays continues.
 Recent programming has included:
 - **David Treuer**, Author of *Rez Life*, in September in collaboration with ICC. We received an award from the Minnesota Book Award Authors in Communities program to support his appearance. His program was so popular we had



Library Department Head Report

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standing room only.

Muslima in Minnesota: Jessica Zikri talked about her conversion to the Islamic faith and her experiences with cultural differences

We hosted the kickoff for the 2 year visit of the *Why Treaties Matter* exhibit to Itasca County. The welcoming ceremony, including pipe and drums, was attended by about 100 people. The exhibit was in the library for 3 weeks, then moved to ICC.

Creativity Encouraged!

We have hosted workshops for all ages on cartooning, felting, metal tooling, fiction writing, and photography .

Summer Concerts in the Tent,

Tuesday Independent Film Series in collaboration with the Reif Center.

• Alternate Formats are very popular:

Circulation of downloadable ebooks and audio books is high. Our patrons have downloaded 14,189 titles so far this year. There are more than 7000 audiobook titles and 8000 ebook titles available to all holders of an ALS library card. We also provide access to online magazines through Zinio and online children's books and games through Tumblebooks

Service Priority #5: Individuals and organizations will experience a comfortable, safe, quiet and welcoming place.

• We planned more programs to utilize the space outside the Library, including a Spring River Walk with John Latimer, a Monarch Butterfly walk in June, and a yoga class in August. These were very successful, and we will look for more opportunities to do outdoor programs utilizing the natural areas.

Service Priority # 6: Individuals will find opportunities to work together, share ideas, discuss, and collaborate.

- We have rearranged some of the tables to provide more open space and more seating near the entrance. This provides more work space and more discussion space near the doors.
- We are planning more programs that involve discussion, and collaboration.
- The teen Anime Club started this summer, bringing teens together monthly to watch an anime movie and talk about anime and manga.
- We are promoting National Novel Writing Month and inviting writers to gather on Saturdays in the River View Room to work and share progress.



Library Department Head Report

November 24, 2014



Building and work space issues

- The Riverfront Energy Center, using heat from wastewater discharged from the UPM Blandin plant, now provides the major heat source for the Library when temperatures are as low as 0 degrees.
- We are working with students in the Iron Range Engineering program on a project to look at the feasibility of using water as the source of cooling the Library for the summer.
- LED lights replaced the halogen bulbs in 26 pendant fixtures in early September. We
 noticed immediate energy savings and a cost reduction for electricity. We received a
 rebate from PUC for the new lights.
- The new chiller unit was finally completely functional during the 3rd week of June.
- The Library served as the pilot for the Virtual Desktop project. 9 staff workstations
 were replaced with thin clients and connected to a server. Erik and Lasha worked out
 bugs and unexpected glitches to meet our complex needs. Some of the newer
 workstations were repurposed to replace outdated public computers.

Communication, Publicity and outreach

- We send out an email newsletter to about 560 people once or twice each month, highlighting upcoming programs.
- 4 Library Staff members contribute to a weekly library column in the Herald Review.
- We had a table at the Community Connect event in October and promoted Homework Help and Job Search Help resources.
- Our website is heavily utilized with over 12,500 visits since its launch in late February.
 Patrons are using the web page over 1,200 times per month to check hours, search the
 catalog, request/renew materials, view the events calendar, and more. The Library's
 home page, My Account Page, and Library Calendar rank first, second and fourth in visits
 among all city department web pages. Library staff is keeping the web site up to date by
 adding new content and event listings several times per week.
- Tracy Kampa, Children's Library Assistant, provided one of the keynote presentations for the Project Read Summit in September, talking about successfully raising a reader.
- One of the June Saturday Story Times was held on the street as part of the Open Streets event
- We created a Story Walk using *Little Blue Truck*, on the grounds of Central School for the September First Friday.

The Library continues to be very busy, with many people attending programs, borrowing materials, using computers, asking for information, or just hanging out! We provide a popular, safe, spot to visit.



Legislation Details (With Text)

File #: 14-0943 Version: 1 Name: Golf Concessionaire Contract Extension

Type:Agenda ItemStatus:Golf CourseFile created:11/19/2014In control:City Council

On agenda: 11/24/2014 Final action:

Title: Golf Concessionaire Contract Extension

Sponsors:

Indexes:

Code sections:

Attachments: Concessionaire Contract Extension.pdf

2013-2015 Concessionaire Agreement.pdf

Date Ver. Action By Action Result

Golf Concessionaire Contract Extension

Background Information:

The Pokegama Golf Board and staff are requesting approval of a contract extension with our food and beverage concessionaires, Janelle and Stewart Bastian.

Aka Stewart Bastian Companies, LLC.

Both parties feel it is in our mutual interest to extend this contract for an additional three years. The current contract is due to expire after the 2015 golf season.

The extension will be from January 1, 2016 thru December 31, 2018. Both parties are satisfied with the terms of the contract and there are no changes requested.

City Attorney Chad Sterle has reviewed the contract and is satisfied that there are no legalities in the contract that need to be altered.

From the golf course viewpoint, we are very pleased with the food and beverage service provided. More importantly, our patrons are very pleased. The financial terms of the agreement have been satisfied and the Bastians are current in their payments to the City/Golf Course.

The Concessionaires requested the golf board to consider the extension at this time to assist them with their long term plans for both the facility and for their security knowing that they could plan on this for a minimum of the next four years. City Attorney Chad Sterle has drawn up an extension agreement that is attached.

Staff Recommendation:

The Pokegama Golf Board and staff recommend an extension of the concession contract as stated in the background information.

Requested City Council Action

The Pokegama Golf Board and staff request the city council to consider extending the Concessionaire Contract between Stewart Bastian Companies, LLC, on behalf of Stewart Bastian as its corporate officer, and the City of Grand Rapids, Minnesota. The extended contract will run from January 1, 2016 through December 31, 2018.

There are no changes to the terms of the contract. The current Concessionaire Contract and the Concessionaire Extension Contract are attached.

Extension of Concessionaire Contract

	n") is made this day of, 2014, for the purpose, ("Original Contract") between S. Bastian are "Parties").
1. The Original Contract, which is attached her	eto as a part of this Extension, will end on December 31, 2015
	tract for an additional period, which will begin immediately December 31, 2015 and will end on December 31, 2018.
3. This Extension binds and benefits both Partic attached Original Contract, is the entire agreement	es and any successors or assigns. This document, including the the the Parties.
All other terms and conditions of the Original Co	ontract remain unchanged.
S. Bastian Companies, LLC	City of Grand Rapids
By:	By:
By:	By:
Dated:, 2014	Dated:, 2014

CONCESSIONAIRE AGREEMENT

This Concessionaire Agreement is entered into this day of			
2012, by and between the City of Grand Rapids, Minnesota, a municipal corporation			
("City") and S. Bastian Companies, LLC on behalf of Stewart Bastian as its			
Corporate Officer ("Concessionaire").			

RECITALS

WHEREAS, City owns Pokegama Golf Course and Clubhouse and desires to contract for concessionary services; and

WHEREAS, Concessionaire has represented that they are willing and able to provide high quality concessionaire services as contemplated by this Agreement; and

WHEREAS, City and Concessionaire wish to enter into this Agreement specifying the terms and conditions under which City will retain Concessionaire to provide concessionaire services;

NOW, THEREFORE, City and Concessionaire, for goods and valuable mutual consideration, and with the intent of being legally bound, agree as follows:

ARTICLE 1 – CONCESSIONS SERVICES

- 1.1 General: City hereby grants to Concessionaire the right to provide concession services as further defined in the Concession Agreement, at Pokegama Golf Course and Clubhouse, for the term of this Concessionaire Agreement. Concessionaire commits to provide concessionaire services as required by this Concessionaire Agreement for the term hereof. "Concession services" consists of Clubhouse concession services, beverage cart services and special event concession services. The concessionaire may cater private events during the term of the contract. In the event of a conflict between golf related events and private related events, golf related events shall have first priority. Further, during private events, the bar area must be open to the golfing public and they also must be allowed access to the on-sale liquor service.
- 1.2 <u>Clubhouse Services:</u> Clubhouse services shall consist of food and beverage services prepared and served within Pokegama Golf Course Clubhouse,

including on-sale liquor service. Clubhouse services shall be provided on a schedule of days and hours per day as designated by City's Director of Golf. Clubhouse services shall be available on days when the golf course is open. The typical golf season runs from early April through late October but may be extended, weather permitting. If the Concessionaire wishes to apply for an off-sale liquor license and all conditions of such a license can be met, the City will not object to the license's issuance.

1.3 <u>Beverage Carts:</u> Concessionaire shall provide beverage service, including liquor service, from beverage carts on days and times mutually agreed between Concessionaire and City's Director of Golf. The City owns one beverage cart and will allow the Concessionaire to use said cart at no expense for as long as it is mutually agreed to by all parties.

Concessionaire shall provide liability insurance covering operation of the cart, along with liquor liability insurance covering the dispensing of beverages while using the cart. Liability coverage shall be at least \$1,500,000 combined single limit or such other amount as set forth in Minn. Stat. § 466.06, subd. 1, as may be changed from time to time, setting forth a municipality's maximum liability limit. Liquor liability coverage applicable to the cart shall be at least the minimum amounts required by statute. City shall be named as an additional insured with respect to use of the cart and copies of the policies of insurance shall be deposited with the City Clerk prior to use of the cart by Concessionaire.

- 1.4 <u>Special Events:</u> Concessionaire shall provide catering services for golf related banquets and other golf related special events at Pokegama Golf Course Clubhouse.
- 1.5 <u>Standards:</u> Concessionaire agrees to provide high quality food and beverages and diligent service and management in providing concession services under this Concessionaire Agreement, and to do those things necessary to provide good and proper service similar to that provided for the same goods and services provided under similar circumstances in the community.
- 1.6 <u>Licenses, Permits:</u> Concessionaire shall be responsible to obtain and keep in force all licenses and permits necessary to lawfully provide concession services pursuant to this Concessionaire Agreement. Concessionaire shall hold a valid on-sale

intoxicating liquor license for the premises as a condition of this Concessionaire Agreement.

1.7 <u>Employees:</u> All persons retained to provide concession services pursuant to this Concessionaire Agreement shall be employees of Concessionaire and not of City. Concessionaire shall provide City with a copy of a Minnesota workers' compensation policy evidencing coverage for all of Concessionaire's employees. Concessionaire shall deduct all legally required payroll deductions and remit same according to law.

ARTICLE 2 – FEE, BOND

2.1 <u>Fee:</u> Concessionaire shall pay to City, as consideration for the right to provide concession services pursuant to this Agreement, the amount of Eighteen Thousand Dollars (\$18,000) per year or \$2,000 per month payable in the months of April, May, June, July, August, September, October, November, and December. Rent fees for each month will be due the 1st of each month.

In addition to the annual fee outlined in the previous paragraph, beginning in the calendar year 2013, Concessionaire will also pay to the City a Franchise Fee consisting of 2% of the annual total gross sales in excess of \$400,000 as reported on the Concessionaire's Minnesota State Sales Tax returns each year. The annual payment date for the franchise fee would be due two quarters after the applicable taxable year.

- 2.2 <u>Golfing Privileges:</u> The Concessionaires, limited to Stewart, Janelle, Annika and Natalie Bastian may golf at the Pokegama Golf Course at no cost. This is agreed to, in part, to assist the Concessionaires in becoming as visible to the golfing community as possible.
- 2.3 Surety Bond: Concessionaire shall furnish to City a surety bond, letter of credit or cash deposit in the amount of Five Thousand Dollars (\$5,000.00) in order to assure compliance with the provisions of this Agreement by no later than January 1, 2013. If Concessionaire fails to comply with the provisions of this Concessionaire Agreement, City shall be entitled, without further notice to Concessionaire, to call upon said surety bond, letter of credit or cash deposit to satisfy Concessionaire's obligations

hereunder. Any surety bond or letter of credit furnished by Concessionaire shall state on its face that it shall remain in effect for the term of this Concessionaire Agreement and any renewal thereof. If Concessionaire furnishes a cash deposit, said deposit shall be held by City for the term of this Concessionaire Agreement unless earlier called upon by City to satisfy Concessionaire's obligations hereunder. It is further agreed that such cash deposit, surety bond or letter of credit will be released when this Concessionaire Agreement is no longer in effect, following the taking of an inventory and a determination by the City that the premises and any of City's equipment therein is returned to City in a condition acceptable to City.

ARTICLE 3 – UTILITIES

3.1 Concessionaire and City Responsibilities:

Concessionaire shall be solely responsible for all costs related to phone and internet services which are independent of the golf course operations.

The Concessionaire shall pay for all utility costs, including natural gas and electricity, associated with the food preparation and bar service areas, which will be metered separately from the common areas and the golf shop. In addition, Concessionaire agrees to pay twenty-five percent (25%) of the utility bills for the remaining portions of the building for the months of April through October of each year.

The Concessionaire will be responsible for all of the of garbage picked up at the Clubhouse including recyclables. Thus, the City will have no responsibility for garbage or recycled goods services.

Concessionaire will be solely responsible for one-hundred percent (100%) of the cable television charges. Pay per view and any additional premium channel charges will also be at Concessionaire's sole expense.

ARTICLE 4 – EQUIPMENT

4.1 Concessionaire.

Concessionaire will have the opportunity to use the existing restaurant equipment and beverage cart (as specified in paragraph 1.3 above) owned by the Pokegama Golf Course existing as of the date of this agreement. Concessionaire will be responsible for the acquisition of any additional equipment deemed necessary for the food and beverage operation. Concessionaire will be responsible for all repairs, maintenance and replacement of any equipment, including that owned by the City. The City will retain ownership of its equipment and will remove the equipment at the request of Concessionaire and will be responsible for the disposal or sale of said equipment.

All equipment, supplies and small wares, including glassware, flatware and serving items, purchased by the Concessionaire will be the sole responsibility of Concessionaire.

Concessionaire agrees to be fully responsible for the costs and safe-keeping of all consumables used in the execution of the restaurant/bar operations, including cleaning and cooking supplies.

4.2 <u>City.</u> City will provide a walk-in cooler/freezer for use by the Concessionaire and will be responsible for any repairs necessary for the cooler/freezer. City will not be responsible for any inventory losses resulting from the malfunction of the cooler. In the case of malfunction the City will repair or replace the cooler within a reasonable time and Concessionaire agrees to be fully responsible for any inventory losses that may have occurred as a result of said malfunction.

Concessionaire will provide the consumables and equipment necessary for the daily maintenance of the main floor and basement restrooms, including toilet paper and hand towels.

4.3 Snow Removal. City will be responsible for snow removal from the parking lot as well as the abutting County Road. Concessionaire agrees to remove the snow from the sidewalks and pedestrian walkways in a timely fashion.

ARTICLE 5 - MAINTENANCE, SECURITY

5

5.1 <u>Maintenance:</u> Concessionaire agrees to maintain and operate their business in compliance with all laws and regulations, including standards set by OSHA and the State Fire Marshall. Concessionaire shall be responsible for the daily cleaning and maintenance of the interior/exterior food service areas, including the kitchen, bar, main floor restrooms and exterior garbage collection area. Concessionaire shall also be responsible for daily cleaning of all public access basement areas.

City shall be responsible for the maintenance of the building exterior, parking lot, all interior fixtures and furniture, the building's plumbing, heating and electrical systems, outside patio furniture, outside patio, exterior walls, foundation, grounds, and the sprinkler systems.

Security: During the operating season, Concessionaire shall be responsible to secure the premises at the close of each business day by locking all doors and windows. Personal property of Concessionaire kept on the golf course premises or in the Clubhouse are kept there at the risk of Concessionaire and City shall not be liable for any damages, loss or theft thereof. The City shall furnish burglar and fire alarm systems as well as video surveillance systems of both the interior and exterior of the clubhouse, parking lot, and park areas.

ARTICLES 6 - INDEMNITY, INSURANCE

6.1 <u>Indemnity</u>: Concessionaire agrees well and truly to perform and faithfully observe and comply with all the conditions, regulations and provisions prescribed herein, and to indemnify, save and keep harmless and defend City, its officers, agents and employees of and from any liability, lien, judgment, costs, damages and expenses of whatsoever kind which may in any way be suffered by City or its officers, agents, or employees by reason of or in consequence of the operation of the concession services herein provided for on account of any act or thing done or suffered or omitted to be done under the authority or supposed authority of such grant. This indemnification

provision is also applicable to Concessionaire's use of the cart as provided in Section 1.3 of this Concessionaire Agreement.

6.2 <u>Liability Insurance</u>: Concessionaire shall provide general liability insurance for the involved premises and liquor liability insurance for any liquor or liquor related concessions for which liquor liability insurance is generally obtained. General liability coverage amounts shall be at least \$1,500,000 combined single limit or such other amount as set forth in Minn. Stat. § 466.04, subd. 1, as may be changed from time to time, setting forth a municipality's maximum liability limit. Liquor liability coverage amounts for bodily injury, property damage and loss of means of support shall be at least in the minimum amount required by statute. The insurance policies shall name the City as an additional insured. Copies of said policies shall be deposited with the City Clerk prior to commencement of the term of this Agreement.

ARTICLE 7 – TAXES

7.1 <u>Sales Tax:</u> Concessionaire shall be exclusively responsible to timely remit sales taxes based on concessions services provided by Concessionaire pursuant to this Concessionaire Agreement.

ARTICLE 8 – TERMS, CANCELLATION

- **8.1** Term: The term of this Agreement shall be from January 1, 2013 through December 31, 2015.
- **8.2** <u>Cancellation:</u> This Agreement shall be subject to cancellation during the term hereof in the event of the happening of any one or more of the following:
 - (a) Mutual agreement of City and Concessionaire;
 - (b) At the option of City if Concessionaire is adjudicated bankrupt, is in receivership, has made an assignment for the benefit of creditors, or because Concessionaire's financial condition is such that Concessionaire is unable to continue to satisfactory operation;
 - (c) Failure of Concessionaire to reasonably perform, keep and observe any of the provisions of this Concessionaire Agreement and the

failure of Concessionaire to correct any default or breach thereof within a time specified by City.

- **8.3** Should Concessionaire sell the business to a third party during the term of this contract, this contract shall be subject to renegotiation or cancellation.
- **8.4** Removal: Upon expiration or cancellation of this Agreement,
 Concessionaire shall remove all goods, chattels and fixtures belonging to Concessionaire and shall leave the premises in the condition in which they were received. In the event said goods, chattels and fixtures are not removed within 14 days from termination of this Agreement, the Concessionaire shall be deemed to have abandoned the same to City.

ARTICLE 9 - GENERAL

- 9.1 <u>Independent Contractor:</u> Concessionaire is deemed an independent contractor for purposes of this Agreement, and any and all persons employed by Concessionaire in the performance of any work or services required or provided for in this Agreement shall not be considered employees of City for any purpose whatsoever, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit and any and all such claims shall be the sole obligation and responsibility of Concessionaire.
- **9.2 No Subcontract, Assignment:** No portion of this Agreement may be assigned or subcontracted by Concessionaire to any other party without prior written consent of City.
- **9.3** Governing Law: This Concessionaire Agreement shall be governed by the laws of the State of Minnesota.
- **9.4 Waivers:** The waiver by City or by Concessionaire of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.
- **9.5** Notices: Where referred to in this Concessionaire Agreement, notice to City of Concessionaire, respectively shall be addressed as follows:

To City:

City of Grand Rapids c/o Director of Golf Course Pokegama Golf Course 3910 Golf Course Road

Grand Rapids, MN 55744

To Concessionaire:	S. Bastian Companies, LLC on behalf of Stewart
Bastian as its Corporate O	fficer ("Concessionaire").
IN WITNESS WHER	REOF, the parties have hereunto set their hands as of the date
first written above.	
	CITY OF GRAND RAPIDS
	By:
ATTEST:SHAWN GILLEN Its City Administra	
	By: S. Bastian Companies, LLC Stewart Bastian, Corporate Officer
	Subscribed and sworn to before me this day of, 2012.
	Notary Public



Legislation Details (With Text)

File #:

14-0927

Version: 2 Name:

Loren Solberg Contract

Type:

Agenda Item

Status:

Administration Department

File created:

11/10/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

A contract with Loren Solberg

Sponsors:

Indexes:

Code sections:

Attachments:

11-17-14 Solberg Contract.pdf

11-24-14 2015 Legislative Priorities.pdf

Date

Ver. Action By

Action

Result

A contract with Loren Solberg

Background Information:

The City, at a minimum has nine legislative priorities that will require State Legislative approval. A list is attached. To improve the possibility of gaining State approval on these priorities, and to be determined priorities, a proposal from Loren Solberg is attached. Loren has indicated that Itasca County has also contracted with him for assistance.

Staff Recommendation:

Staff is recommending reviewing the priorities and have a discussion with Loren regarding his proposed contract.

Loren Solberg Consulting, LLC

2114 SW 3rd Ave. Grand Rapids, MN 55744

This agreement is made and entered into between the City of Grand Rapids hereafter referred to as the "City" and Loren Solberg Consulting, LLC, hereafter referred to as "Consultant".

Whereas, the City desires purchased, professional, services to assist with State Government Relations and lobbying activities with the legislature and other administrative related matters;

And Whereas, Loren Solberg is a registered lobbyist with the State of Minnesota;

Therefore, the parties agree to contract for professional lobbying services which include representing the City's interests as designated by the City during a period of November 11, 2014 to October 30, 2015 as follows:

GENERAL SERVICES

- Provide professional lobbying services for the City at the legislature for the period of time identified in this contract.
- 2) Assist the City and City staff in development of legislative priorities and strategies as authorized by the City Council.
- 3) Coordinate, monitor, attend and/or testify as needed before relevant legislative committees or arrange for appropriate elected, appointed, city staff, or community people to testify as deemed necessary on legislation that may impact the City.
- 4) The Consultant shall work cooperatively with staff and other professional lobbyists of City affiliated associations when not in conflict with the Consultant's other clients or the legislative goals or parameters established by the City.
- 5) To coordinate informational tours or meetings which will promote the policies or interests of the City.
- 6) Facilitate requested meetings with local legislators.

- 7) Report periodically as requested by the City on activities either in person, by phone, or in writing to the City Council or their designated representative.
- 8) Meet as requested with the City Council, the city administrator, or appropriate City personnel.
- 9) Notify the City regarding any potential conflict of interest while representing other clients. Notification shall be to the City Contact Agent. For the purpose of this contract the Agent is the City Administrator.

The Consultant shall furnish qualified personnel to perform the services as required. It is agreed that Loren A. Solberg shall assume primary responsibility for delivering professional services as required by this contract.

Consultant shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein

The parties mutually recognize the need to coordinate activities and information associated with legislative initiatives and administrative policies. Therefore, Consultant shall abide by policy, direction and specific assignments as directed by the City through the City Administrator or designated representatives, as long as directive is not in conflict with state law or rule. Failure to do so may be grounds for immediately termination of this Agreement.

INDEPENDENT CONTRACTOR

At all times and for all purposes hereunder, Consultant shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find Consultant to be an employee of the City, and Consultant shall not be entitled to any rights, privileges, or benefits of employees of the City, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

Consultant acknowledges and agrees that no withholding or deduction for State and Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Consultant and that it is Consultant's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

SUBCONTRACTING, ASSIGNMENT AND INDEMINIFICATION

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by subcontracting, assignment or notation, without the prior written consent of the City.

This provision is not intended to create any cause of action in favor of any third party against Consultant or the City or to enlarge in any way Consultant's liability, but is solely to provide for indemnification of the City from liability for damages or injuries to third persons or property arising from Consultant or Consultants' agents' performance hereunder.

COMPLIANCE WITH NON-DISCRIMINATION LAWS AND DISCLOSURE OF DATA

Consultant agrees to maintain and protect data on individuals received, or which Consultant has access, according to the statutory provisions applicable to the data. No private or confidential data developed, maintained or received by Consultant under this Agreement may be released to the public by Consultant or its employees or representative. City shall prominently mark all data shared with Consultant with the data's classification under the Minnesota Government Data Practices Act.

The Consultant agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age. When required by law and requested by the City, Consultant shall furnish a written affirmation plan.

The Consultant further agrees to comply with all federal, state and local laws or ordinances and all applicable rules, regulations and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Consultant's performance of the provisions of this Agreement. It shall be the obligation of the Consultant to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

PROFESSIONAL LIABILITY INSURANCE

Consultant shall obtain a valid policy of insurance covering professional liability, arising from the acts of omission of Consultant, its agent and employees. One-half of annual payment of insurance, due January 1, 2015, shall be paid by City not to exceed \$2,000 from City. If Consultant obtains more than two governmental clients, each governmental client shall share equally in the cost of the annual liability insurance premium. Any over-payment by any governmental unit shall be refunded by consultant to respective governmental units.

COMPENSATION

In consideration of Consultant's services to be performed pursuant to this Agreement, the City agrees to make payment to Consultant of \$4,000 per the months of November, 2014 through June, 2015 and \$1,000 per the months of July, 2015 through October, 2015 plus approved expenses. Approved expenses include but are not limited to mileage when traveling outside of Itasca County at the approved federal rate, parking, approved meals and approved lodging when outside the county while providing consulting and lobbying services. Consultant is responsible for all expenses related to necessary supplies, equipment, communication costs, incidental office expenses, taxes and FICA.

Consultant shall provide an invoice to the City on a monthly basis, which includes a written statement of services provided. City agrees to pay pursuant to said invoice within thirty (30) days of receipt and approval. The City reserves the right to deny payment if sufficient information is not provided.

TERMINATION

This contract may be terminated by either party at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person to the other party, unless termination is by the City for failure to follow policy or direction, in which case termination may be immediate and may be verbal.

MODIFICATIONS/ADDENDA

This Agreement may be modified by mutual consent and be valid when modifications are in writing and signed by authorized representatives of City and Consultant.

NOTICE/COMMUNICTIONS

All notices and demands pursuant to this Agreement shall be directed in writing to:

Consultant
Loren A. Solberg
2114 SW 3rd Ave.
Grand Rapids, MN 55744

City of Grand Rapids
City of Grand Rapids
Attn; Tom Pagel, Administrator
420 Pokegama Ave.
Grand Rapids, MN 55744

Legislative Priorities for the City of Grand Rapids

1. Mississippi River Pedestrian Bridge

Objective: Secure up to \$1,031,045

<u>Background</u>: The total opinion of cost for this project is \$1,327,741. We currently have \$296,696 committed in Federal Funding. The City still needs to secure \$1,031,045. We have a grant request into the MN DNR for \$500,000. This is a transportation funding year and there will be opportunities in the legislative session to potentially secure additional state funding. The federal funds need to be utilized in 2016, so unless funding is secured in 2015 the project is unlikely to move forward.

2. IRA Civic Center Remodeling

Objective: Secure up to \$3,000,000.

<u>Background</u>: Replace the refrigeration system, rink floor, and dehumidification system at the Civic Center. Replace both propane ice resurfacer's and ice edger with battery powered machines. Complete Phase II of the flat roof replacement project. Complete a remodel of the upper lobby. The total opinion of cost for this project is \$3,000,000. To date there is no funding secured.

3. Itasca Regional Railroad Expansion

Objective: Secure up to \$75,000

<u>Background</u>: The Cities of Cohasset and Grand Rapids are assisting Itasca County is exploring the feasibility to expand the county's short-line railroad from just east of CSAH 7/TH 29, west to the City of Cohasset. This rail line extension could have significant impact for several industrial and manufacturing opportunities in Grand Rapids and Itasca County. We should have preliminary results from the study in early December. If the preliminary numbers lean towards the expansion being feasible, there is a good potential to secure addition State funding to further study the concepts and/or develop design documents. As transportation bills develop there will be opportunities that will need to be explored and pursued.

4. Industrial Development at Airport

Objective: Secure up to \$2,200,000

<u>Background</u>: With limited federal aviation funds available, yet many capital improvements scheduled for the airport over the next five years, it will be necessary secure additional state funding. At this point there is in excess of \$2.2m in need and approximately \$150k/annually in federal funds. This also does not take into account any future businesses that may want to located at the airport and the required public infrastructure to support them.

5. Golf Course Irrigation Rules

Target: Avoid \$200,000 in infrastructure cost

<u>Background</u>: Pokegama Golf Course utilizes lake water from Pokegama Lake to irrigate its turf. This is done by a permit from the MN DNR, and the agency has the power to suspend irrigation if it deems necessary. Interestingly, Eagle Ridge Golf Course, located in Coleraine, has a different threshold. Eagle Ridge is located in the Mississippi River/Grand Rapids watershed which is gauged differently than Pokegama which is located in the Mississippi/ Headwaters watershed. At this point we don't have a solution to the issue but would like to move towards legislation that would allow no suspension on irrigating at a minimum the greens.

6. Taconite Production Tax

<u>Target</u>: Identify potential new revenue, up to \$50k/year, to the City from taconite production tax receipts

<u>Background</u>: With the development of Magnetation on the edge of the City limits, it would be beneficial to review/propose some amendments to the Taconite Production Tax statutes that would assist the City.

7. Fiscal Disparities Formula Amendments

Target: Enact amendments that stabilize fiscal disparities formula

<u>Background</u>: At a minimum, it would be beneficial to try to get "averaging" to eliminate "rollercoaster" effects of tax capacity and dollars received.

8. Local Government Aid

Target: Identify additional LGA revenue

Background: Working with the CGMC it would be beneficial to gain more LGA.

9. Library/Recreation Funding Alternatives

<u>Target</u>: Identify new funding formula to shift 50% of library cost (\$389,600 or an additional \$166,482) to non-City users.

<u>Background</u>: With approximately 75% of the library funding coming from City property tax payers and 60% to 70% of the user being non-residents, it would be nice to develop alternative funding methods to create a more equitable funding mechanism. Concepts that develop may also include consideration towards recreational facilities.



Legislation Details (With Text)

File #:

14-0937

Version: 1 Na

Name:

New Liquor License for 2015

Type:

Public Hearing

Status:

Public Hearing

File created:

11/18/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Conduct a public hearing to receive public input on granting an On-Sale Liquor License to MUY Pizza Minnesota, LLC dba Pizza Hut located at 3150 S. Pokegama Avenue, Suite 101, Grand Rapids.

Sponsors:

Indexes:

Code sections:

Attachments:

Date

Ver. Action By

Action

Result

Conduct a public hearing to receive public input on granting an On-Sale Liquor License to MUY Pizza Minnesota, LLC dba Pizza Hut located at 3150 S. Pokegama Avenue, Suite 101, Grand Rapids.

Background Information:

MUY Pizza Minnesota, LLC has submitted application for a new liquor license within the city limits for a Pizza Hut Wings restaurant, scheduled to open in January 2015. The application is complete and the background check results were satisfactory.

Staff Recommendation:

Conduct a public hearing.

Requested City Council Action

Conduct a public hearing to receive public input on granting an On-Sale Liquor License to MUY Pizza Minnesota, LLC dba Pizza Hut located at 3150 S. Pokegama Avenue, Suite 101, Grand Rapids.



Legislation Details (With Text)

File #:

Type:

14-0940

Version: 1

Name:

Status:

Public Hearing

File created:

Agenda Item 11/19/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Consider approval of an On-Sale Liquor License for MUY Pizza Minnesota, LLC dba Pizza Hut

located at 3150 S. Pokegama Avenue, Suite 101, Grand Rapids for the license year 2015.

Sponsors:

Indexes:

Code sections:

Attachments:

Date

Ver. **Action By** Action

Result

Consider approval of an On-Sale Liquor License for MUY Pizza Minnesota, LLC dba Pizza Hut located at 3150 S. Pokegama Avenue, Suite 101, Grand Rapids for the license year 2015.

Background Information:

Following the scheduled public hearing, MUY Pizza Minnesota, LLC requests that the City Council consider their request for an On-Sale liquor license for Pizza Hut.

Staff Recommendation:

Approve.

Requested City Council Action

Consider approval of an On-sale Liquor License for MUY Pizza Minnesota, LLC dba Pizza Hut located at 3150 S. Pokegama Avenue, Suite 101, Grand Rapids for the license year 2015, contingent upon receipt of required documentation and fees.



Legislation Details (With Text)

File #:

14-0939

Version: 1 Name:

Verified Claims

Type:

Agenda Item

Status:

Verified Claims

File created:

11/19/2014

In control:

City Council

On agenda:

11/24/2014

Final action:

Title:

Consider approving the verified claims for the period November 4, 2014 to November 17, 2014 in the

total amount of \$498,394.15.

Sponsors:

Indexes:

Code sections:

Attachments:

COUNCIL BILL LIST 11-24-2014.pdf

Date

Ver. Action By

Action

Result

Consider approving the verified claims for the period November 4, 2014 to November 17, 2014 in the total amount of \$498,394.15.

Requested City Council Action

Consider approving the verified claims for the period November 4, 2014 to November 17, 2014 in the total amount of \$498,394.15.

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
1309315	MINNESOTA REC & PARK ASSOC	277.00
	TOTAL	277.00
CITY WIDE		
0715150	GO COLLABORATIVE, LLC ITASCA COUNTY SHERIFFS DEPT NEOPOST USA INC	5,450.00 74.81 50.00
	TOTAL CITY WIDE	5,574.81
ADMINISTRATION		
0315455 0421455 0612085 0718060		9.98 153.40 866.13 707.50 4.00
	TOTAL ADMINISTRATION	1,741.01
0113233 0315455 0701650 0920060 1909510	ENANCE-CITY HALL AMERIPRIDE LINEN & APPAREL COLE HARDWARE INC GARTNER REFRIGERATION CO ITASCA COUNTY TREASURER SIM SUPPLY INC TRU NORTH ELECTRIC LLC	28.11 4.37 2,546.61 173.96 146.45 63.79
	TOTAL BUILDING MAINTENANCE-CITY HALL	2,963.29
0718060 0920055	LOPMENT BURGGRAF'S ACE HARDWARE INC GRAND RAPIDS NEWSPAPERS INC ITASCA COUNTY RECORDER ITASCA COUNTY TREASURER TOTAL COMMUNITY DEVELOPMENT	30.96 92.00 4.00 60.08
ENGINEERING 0920060 1900225	ITASCA COUNTY TREASURER SEH-RCM	38.40 1,602.50

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	INVOICES DOE ON/DEFORE II/24/2014	
VENDOR #	NAME	AMOUNT DUE
GENERAL FUND ENGINEERING		
	TOTAL ENGINEERING	1,640.90
FIRE 0113233 0121721 0221650 0401804 0701650 0717995 0805350 0920048 1920555 2300600	AMERIPRIDE LINEN & APPAREL AUTO VALUE - GRAND RAPIDS BURGGRAF'S ACE HARDWARE INC DAVIS OIL GARTNER REFRIGERATION CO GRAND FORKS FIRE EQUIPMENT LLC HEIMAN INC ITASCA COUNTY PUBLIIC HEALTH STOKES PRINTING COMPANY W.P. & R.S. MARS COMPANY	12.92 56.58 102.34 440.89 230.61 694.96 318.20 165.00 89.89 25.90
	TOTAL FIRE	2,137.29
PUBLIC WORKS 0100046 0121721 0301685 0315455 0315501 0401804 0409730 05501650 0518366 0601690 0801825 0920060 1105444 1205250 1415536 1415640 1503150 1618555 1621125 2300600 2305453 2605225	ASV, INC. AUTO VALUE - GRAND RAPIDS CARQUEST AUTO PARTS COLE HARDWARE INC COMPASS MINERALS AMERICA, INC. DAVIS OIL DIVERSIFIED INSPECTIONS, INC. EARL F ANDERSEN ERICKSON'S ITASCA LUMBER INC FASTENAL COMPANY HAWKINSON CONSTRUCTION CO INC ITASCA COUNTY TREASURER KELLER FENCE COMPANY LEFTYS TENT & PARTY RENTAL NORTHLAND HYDRAULIC SERVICE NORTRAX EQUIPMENT COMPANY OCCUPATIONAL DEVELOPMENT CTR PROFESSIONAL TURF & RENOVATION PUBLIC UTILITIES COMMISSION W.P. & R.S. MARS COMPANY WESCO DISTRIBUTION INC ZEE SERVICE COMPANY	8.60 30.67 114.42 15.11 10,064.26 1,109.96 398.48 148.09 57.30 33.54 300.00 806.96 2,285.00 255.85 447.70 1,230.65 2,555.00 2,500.00 3,104.26 57.00 3,014.57 37.20
	TOTAL PUBLIC WORKS	28,574.62

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	INVOICES DOE ON/BEFORE 11/24/2014	
VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENA		
0301685	CARQUEST AUTO PARTS	49.11
0415550		425.00
	HERC-U-LIFT ITASCA COUNTY TREASURER	300.70
		114.78
	LAWSON PRODUCTS INC MACQUEEN EQUIPMENT INC	744.08
	RAPIDS WELDING SUPPLY INC	288.78 29.01
1001010		
	TOTAL FLEET MAINTENANCE	1,951.46
POLICE		
0221650	BURGGRAF'S ACE HARDWARE INC	39.98
0301685	CARQUEST AUTO PARTS	317.38
0312750	CLUSIAU SALES	332.00
0315455	COLE HARDWARE INC	19.58
0618080	FRAME UP	148.28
0718195	GREAT ENGRAVINGS	164.85
0920060	ITASCA COUNTY TREASURER	4,301.04
	RAPIDS AUTO WASH	44.00
2018225	T J TOWING TREASURE BAY PRINTING INC	1,600.00 125.50
2010223		
	TOTAL POLICE	7,092.61
RECREATION		
1909450	SILVERTIP GRAPHICS SIGNS	370.00
	TOTAL RECREATION	370.00
CENTRAL SCHOOL		
0315455	COLE HARDWARE INC	22.97
	FILTHY CLEAN INC	1,300.00
	GARTNER REFRIGERATION CO	5,285.47
1909510	SIM SUPPLY INC	136.02
	TOTAL	6,744.46
AIRPORT		
0121721	AUTO VALUE - GRAND RAPIDS	59.80
	TOTAL	59.80

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VENDOR #	NAME	AMOUNT DUE	
1721105 1801610 1901535 1909510	AMERIPRIDE LINEN & APPAREL ANDERSON GLASS BURGGRAF'S ACE HARDWARE INC COLE HARDWARE INC COMMERCIAL REFRIGERATION THE EARTHGRAINS COMPANY INC FERRELLGAS ITASCA COUNTY TREASURER MARKETPLACE FOODS NORVEND INC PEPSI-COLA QUALITY REFRIGERATION & HTG RAPIDS PLUMBING & HEATING INC SANDSTROM COMPANY INC	27.90 190.55 87.91 5.16 2,109.89 79.20 384.47 50.12 64.81 80.00 945.54 152.50 388.00 942.08 344.99 679.49	
	TOTAL GENERAL ADMINISTRATION	6,532.61	
STATE HAZ-MAT RESPO	DNSE TEAM		
0121721	AUTO VALUE - GRAND RAPIDS	3.99	
	TOTAL	3.99	
POLICE DESIGNATED E	FORFEITURES		
1920233	STREICHER'S INC	9,370.00	
	TOTAL	9,370.00	
CEMETERY			
0103325 0920060	ACHESON TIRE COMPANY INC ITASCA COUNTY TREASURER	74.47 183.48	
	TOTAL	257.95	
DOMESTIC ANIMAL CONTROL FAC			
0920060	ITASCA COUNTY TREASURER	160.04	
	TOTAL	160.04	

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VENDOR # N	NAME	AMOUNT DUE	
GENERAL CAPITAL IMPRV PROJECTS			
	VEMENTS MOODY'S INVESTORS SERVICE SPRINGSTED	2,116.80 3,526.03	
	TOTAL 2014 BLDG IMPROVEMENTS	5,642.83	
YMCA ACTIVE LIVI			
1900225 S	SEH-RCM	8,815.91	
	TOTAL YMCA ACTIVE LIVING CENTER	8,815.91	
AIRPORT CAPITAL IMPRV	/ PROJECTS		
	SEH-RCM	9,000.00	
	TOTAL NO PROJECT	9,000.00	
2014 CAPITAL EQUIP CE	ERTIFICATE		
1315545 M 1916650 S	MOODY'S INVESTORS SERVICE SPRINGSTED	805.35 1,341.50	
	TOTAL	2,146.85	
IT DEPT			
0318095 C	CRABTREE COMPANIES INC	18,486.74	
	TOTAL IT DEPT	18,486.74	
2014 INFRASTRUCTURE E			
	GRAND RAPIDS NEWSPAPERS INC MOODY'S INVESTORS SERVICE	316.10 7,577.85 12,622.70	
	TOTAL 2011-2 CRYSTAL LAKE BLVD	20,516.65	
PIR-PERMANENT IMPRV R	REVOLV FND		
NO PROJECT 1900225 S	SEH-RCM	667.50	
	TOTAL NO PROJECT	667.50	

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	INVOICES DUE ON/BEFORE 11/24/2014	
VENDOR #	NAME	AMOUNT DUE
PIR-PERMANENT IMPRV 2012-12 MIDDLE 0218115 1900225	-MURPHY ROUTES	9,651.00 1,263.75
	TOTAL 2012-12 MIDDLE-MURPHY ROUTES	10,914.75
STORM WATER UTILITY		
0920120	DAVIS OIL DOOR SERVICE INC HAMMERLUND CONSTRUCTION INC HAWKINSON REDI-MIX HAWKINSON SAND & GRAVEL ITASCA COUNTY TREASURER ITASCA UTILITIES INC PERSONNEL DYNAMICS LLC SEH-RCM	1,895.09 425.00 7,063.14 431.25 2,359.50 142.06 988.38 195.00 105.00
	TOTAL	13,604.42
CHECKS ISSUED-PRIOR PRIOR APPROVAL 0114210 0200024 0201655 0212750 0212751 0305506 0305530 0308100 0312104 0315451 0504610 0717996 0718015 0801825 0805358 0809115 0809445 0900060 0920059 1015323 1015342 1201402 1205090	TOTAL UNPAID TO BE APPROVED IN THE SUM OF: APPROVAL	

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INVOICES DUE ON/BEFORE 11/24/2014

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR PRIOR APPROVAL	APPROVAL	
1305046	MEDIACOM MINNESOTA DEPT OF ADMN MN BCA/TRAINING & EDUCATION MN BUREAU OF CRIMINAL MINNESOTA DEPARTMENT OF HEALTH	86.93 590.00 240.00 30.00 598.00
1309199 1309266	MINNESOTA ENERGY RESOURCES MN DEPT OF LABOR & INDUSTRY ASHLEY MORAN	251.79 100.00 40.00
1405850 1415026 1502645	NEXTERA COMMUNICATIONS LLC MICHELLE NORRIS GARY O'BRIEN	446.58 65.72 653.80
1518550 1621130	MATTHEW O'ROURKE P.U.C. WILLIAM RICHTER	40.00 21,520.80 39.20
1901323 1921620	ST. CLOUD TECHNICAL COLLEGE SUPERIOR USA BENEFITS CORP VERIZON WIRELESS	120.00 247.00 2,651.88
2209665	VISA VISIT GRAND RAPIDS WASTE MANAGEMENT WELLS FARGO BANK NA XEROX CORPORATION ELDER JONES BUILDING PERMIT	4,470.24 31,226.04 446.25 400.00 20.19 90.00
T000717	GRAND RAPIDS BAPTIST CHURCH JOHNSON WILSON CONSTRUCTORS ANDREA & OREN DANSON TRUSTEE GRAND RAPIDS ASSEMBLIES OF GOD	1,000.00 1,000.00 1,000.00 1,007.72

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:\$ 332,959.62

TOTAL ALL DEPARTMENTS

\$ 498,394.15