



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail

### City Council

---

Monday, February 24, 2014

5:00 PM

City Hall Council Chambers

---

**5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, February 24, 2014 at 5:00 p.m. 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.*

**5:01 PM PUBLIC FORUM**

**5:06 PM COUNCIL REPORTS**

**5:10 PM APPROVAL OF MINUTES**

**14-0238** Approve Council minutes for Monday, February 10, 2014 Regular Meeting.

**Attachments:** [February 10, 2014 Regular Meeting](#)

**5:11 PM CONSENT AGENDA**

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

1. **14-0216** Consider adopting a resolution approving a \$28,500 transfer from the General Fund to the Domestic Animal Control Facility Fund and a \$24,671 transfer from the Capital Equipment Fund to the General Fund as of December 31, 2013.

**Attachments:** [2013 Op transfer DACF and radio depr.pdf](#)

2. **14-0226** Consider adopting a resolution closing Fund (473) Capital Project Fund-2011 Infrastructure Bonds and transferring the remaining balance of approximately \$950,060 to Fund (363) Debt Service Fund-General Obligation Grant Anticipation Notes 2012C as of December 31, 2013.

**Attachments:** [Close fund 473 Resolution.pdf](#)

3. [14-0229](#) Hire temporary employees for Park & Recreation / I.R.A. Civic Center
4. [14-0231](#) Consider approving and signing the required amendment for partial payment of the Minnesota Department of Natural Resources Community Forest Bonding Grant.  
**Attachments:** [2014 2-24 DNR Tree Grant Amendment](#)
5. [14-0237](#) Consider approval of a lease agreement with Isabella's Fashions Inc., dba The Purple Pinecone, for space in Central School.  
**Attachments:** [2014 Purple Pinecone gardent level lease draft.pdf](#)
6. [14-0243](#) Consider authorizing the IT Department to dispose of or donate retired equipment to PCs for People.  
**Attachments:** [2014 Equipment Removal.pdf](#)
7. [14-0244](#) Approve and authorize payment of merit pay for City Administrator in the amount of \$4000.
8. [14-0245](#) Abolish the current eligibility list for Firefighter and authorize staff to begin the process of advertising and establishing a new list.
9. [14-0248](#) Adopt a resolution supporting legislation allowing cities to designate their City website to publish public notices.  
**Attachments:** [2-24-14 Supporting Legislation for website publications](#)

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

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

**5:14 ACKNOWLEDGE BOARDS & COMMISSIONS  
PM**

10. [14-0241](#) Acknowledge minutes for Boards & Commissions.  
**Attachments:** [September 26, 2013 Library Board Special Meeting](#)  
[January 8, 2014 Library Board](#)  
[October 9, 2013 Civic Center-Park & Rec Board](#)

**5:15 DEPARTMENT HEAD REPORT  
PM**

11. [14-0247](#) Housing & Redevelopment Authority ~ Jerry Culliton  
**Attachments:** [HRA Dept Head Report](#)



**5:25 COMMUNITY DEVELOPMENT****PM**

12. [14-0230](#) Consider approving the sale of City parcels 91-425-1320 and 91-425-2030 to Hernesman Brothers Partnership  
**Attachments:** [Hernesman Sale deeds.pdf](#)
13. [14-0239](#) Consider a resolution ording the razing or removal of structures located upon 1900 NW 5th St.  
**Attachments:** [Resolution to Raze \(Wittstruck\).pdf](#)  
[1900 NW 5th St. 1.JPG](#)  
[1900 NW 5th St. 2.JPG](#)
14. [14-0242](#) Consider authorizing a financial contribution of \$3,010.00 toward the collaborative funding of a housing study for the Grand Rapids Area  
**Attachments:** [Letter from Itasc County Housing Institute Team.pdf](#)

**5:30 INFORMATION TECHNOLOGY****PM**

15. [14-0233](#) Consider accepting bid from Mediacom to install cable internet service at the Itasca Calvary Cemetery.

**5:35 POLICE DEPARTMENT****PM**

16. [14-0227](#) Request by the police department to purchase seven Digital-Ally body camera's and 1 VuVault Server Software DVD.  
**Attachments:** [Body Cam](#)

**5:40 ADMINISTRATION DEPARTMENT****PM**

17. [14-0235](#) Appointments to Boards & Commissions  
**Attachments:** [Board & Commission Applicants](#)
18. [14-0240](#) Accept bid to renovate restrooms in City Hall and Fire Hall.  
**Attachments:** [Fire Hall Bathroom bids - 2014](#)

**5:50 VERIFIED CLAIMS****PM**

19. [14-0246](#) Consider approving the verified claims for the period February 4, 2014 to February 17, 2014 in the total amount of \$487,219.14.

Attachments: [022414 Bill List.pdf](#)

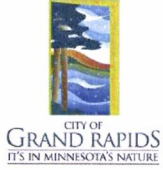
**5:56 ADJOURNMENT  
PM**

*NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 10, 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: Tom Pagel, City Administrator*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

---

**File #:** 14-0238      **Version:** 1      **Name:** Council minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 2/19/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Approve Council minutes for Monday, February 10, 2014 Regular Meeting.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [February 10, 2014 Regular Meeting](#)

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

Approve Council minutes for Monday, February 10, 2014 Regular Meeting.





# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

---

Monday, February 10, 2014

5:00 PM

City Hall Council Chambers

---

**5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, February 10, 2014 at 5:04 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

### CALL OF ROLL

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

**Absent** 1 - Councilor Dale Christy

### MEETING PROTOCOL POLICY

**5:01 PM PUBLIC FORUM**

**5:06 PM COUNCIL REPORTS**

**5:10 PM APPROVAL OF MINUTES**

Approve Council minutes for January 27, 2014 Worksession and Regular meetings.

**A motion was made by Councilor Barb Sanderson, seconded by Councilor Ed Zabinski, to approve Council minutes for Monday, January 27, 2014 meetings as presented. The motion PASSED by unanimous vote.**

**5:11 PM CONSENT AGENDA**

1. Consider approving a resolution adopting the 2014-2018 Amended Capital Improvement Plan.

**Adopted Resolution 14-6 by consent roll call**

2. Consider adopting a resolution closing Fund 347 Debt Service Fund-Special Assessment Improvement Bonds-2004A and transferring the remaining balance of approximately \$351,000 to Fund 364 Debt Service Fund-General Obligation

Refunding Bonds-2013A as of December 31, 2013.

**Adopted Resolution 14-7 by consent roll call**

3. Consider adopting a resolution accepting donations totaling \$34,288 for the Pokegama Golf Course Restroom Project in 2013.

**Adopted Resolution 14-8 by consent roll call**

4. Authorize staff to solicit quotes for HVAC chiller unit for Library

**Approved by consent roll call**

5. Consider adopting a resolution accepting the Feasibility Report and calling for a Public Hearing for CP 2011-2, Crystal Lake Boulevard Reconstruction.

**Adopted Resolution 14-9 by consent roll call**

6. Allow the Fire Department to apply for a grant from Minnesota Power Foundation.

**Approved by consent roll call**

7.

Request by the Grand Rapids Police Department to sell forfeited and impounded vehicles at the MSA (Mid-State Auto Auction) in New York Mills, MN between February 11th and February 28, 2014.

**Approved by consent roll call**

8. Approve Consumption & Display Permit for Itasca Curling Club, Inc.

**Approved by consent roll call**

- 8a. Accept quote form DSGW for Reroofing Portions of the IRA Civic Center and the Grand Rapids Firehall.

**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 item #8a. The motion carried by the following vote**

**Aye** 4 - Councilor Barb Sanderson  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

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

**A motion was made by Councilor Joe Chandler, seconded by Councilor Ed Zabinski, to approve the Regular agenda as presented. The motion PASSED by**

---

unanimous vote.

### ACKNOWLEDGE BOARDS & COMMISSIONS

9. Acknowledge minutes for Boards & Commissions.

*Council acknowledged the following minutes:*

*December 10, 2014 Police Civil Service*

*December 11, 2014 Library Board*

*November 20, 2014 & December 11, 2014 PUC*

*November 7, 2014 Special PUC*

*January 8, 2014 Human Rights*

*January 7, 2014 Arts & Culture*

**Acknowledge Boards and Commissions**

### 5:15 DEPARTMENT HEAD REPORT

PM

10. Department Head Report - Fire Department

*Fire Chief Steve Flaherty presented a brief summary for 2013 including:*

*~ 174 calls for fire service*

*~ 86 other calls for service*

*~ 0 fatalities/1 minor injury*

*~ \$610,000 in fire loss for the year*

*~ Ongoing problem of no fire detectors present or working are prime problem*

*~ Highlighted additional staff*

*~ New pumper delivered*

*~ Key fob system for access and security*

*~ Feasibility study and shared services*

*Chief Flaherty states that the Grand Rapids Fire Department is committed to safety,*

*and only reports one minor injury to fire fighter in 2013, noting that this was the first injury in three years.*

### 5:25 FIRE DEPARTMENT

PM

11. Allow the Fire Department to purchase an SCBA unit.

**A motion was made by Councilor Sanderson, seconded by Councilor Chandler, to approve purchase of SCBA Unit for the Fire Department. The motion carried by the following vote.**

**Aye** 4 - Councilor Barb Sanderson  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

### 5:30 PUBLIC WORKS DEPARTMENT

PM



12. Consider approving Amendment Number One to the Mutual Aid Agreement for the City of Grand Rapids Public Works Department and the City of Cohasset Public Works Department.

**A motion was made by Councilor Zabinski, seconded by Councilor Sanderson, to approve the amended Mutual Aid Agreement for City of Grand Rapids and City of Cohasset Public Works Departments. The motion carried by the following vote.**

**Aye** 4 - Councilor Barb Sanderson  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

**5:35 PM ADMINISTRATION DEPARTMENT**

13. Retirement of Fire Chief Steve Flaherty from the Grand Rapids Fire Department.

**A motion was made by Councilor Zabinski, seconded by Councilor Chandler to accept the notice of retirement from Fire Chief Steve Flaherty and authorized staff to begin the process of filling the position. The motion carried by the following vote.**

**Aye** 4 - Councilor Barb Sanderson  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

**5:40 PM VERIFIED CLAIMS**

14. Consider approving the verified claims for the period January 21, 2014 to February 3, 2014 in the total amount of \$430,879.97.

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

**Aye** 4 - Councilor Barb Sanderson  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

**6:00 PM PUBLIC HEARINGS**

15. **Conduct a public hearing to inform residents and receive comment on the City of Grand Rapids' submission of a full application to the Department of Employment and Economic Development for Small Cities Development Program (SCDP) funds for 6 commercial and 16-27 residential unit (both rental and owner occupied) rehabilitation projects in Grand Rapids.**

*Mayor Adams notes the reason for the public hearing and City Clerk Gibeau notes*

*that all notifications have been made and no correspondence has been received to date.*

*Community Development Director, Rob Mattei, presents background information relative to submission of application to DEED.*

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

*No one wish to speak, therefore the following motion was made.*

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

16. Consider approval of a Citizen Participation Plan in connection with the final application for commercial and housing rehab project funding from the Small Cities Development Program.

**A motion was made by Councilor Chandler, seconded by Councilor Sanderson, to approve Citizen Participation Plan for final application of commercial and housing rehab project. The motion carried by the following vote.**

**Aye** 4 - Councilor Barb Sanderson  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

17. **Consider adopting a resolution authorizing the submission of a full application to the Department of Employment and Economic Development for Small Cities Development Program (SCDP) funds for 6 commercial and 16-27 residential unit (both rental and owner occupied) rehabilitation projects in Grand Rapids.**

**A motion was made by Councilor Zabinski, seconded by Councilor Sanderson, to adopt Resolution 14-10, authorizing submission of application to DEED for Small Cities Development Program. The motion carried by the following vote.**

**Aye** 4 - Councilor Barb Sanderson  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

18. **Consider authorizing the submission of a letter to DEED providing support for the Small Cities Development Program (SCDP) application and certifying the target area for commercial rehabilitation projects meets the Program's standards for a blighted area.**

**A motion was made by Councilor Sanderson, seconded by Councilor Zabinski to authorize letter signed by Mayor providing support for SCDP application. The motion carried by the following vote.**

**Aye** 4 - Councilor Barb Sanderson  
Councilor Ed Zabinski  
Councilor Joe Chandler  
Mayor Dale Adams

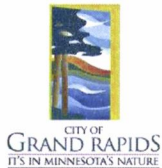
7:00 **ADJOURNMENT**  
PM

6:23 PM

A motion was made by Councilor Zabinski, seconded by Councilor Chandler to adjourn the meeting at 6:23 PM.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

---

**File #:** 14-0216      **Version:** 1      **Name:** DACF and Radio Dep Transfer  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 2/7/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Consider adopting a resolution approving a \$28,500 transfer from the General Fund to the Domestic Animal Control Facility Fund and a \$24,671 transfer from the Capital Equipment Fund to the General Fund as of December 31, 2013.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2013 Op transfer DACF and radio depr.pdf](#)

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

Consider adopting a resolution approving a \$28,500 transfer from the General Fund to the Domestic Animal Control Facility Fund and a \$24,671 transfer from the Capital Equipment Fund to the General Fund as of December 31, 2013.

### **Background Information:**

The City Council adopted the 2013 budget on December 17, 2012. That budget included an operating transfer in the amount of \$22,400 from the General Fund to the Domestic Animal Control Facility Fund. Due to an unexpected expenditure for replacing a condenser in the facility and also the timing of contracts with other entities, the fund needs a transfer in the amount of \$28,500.

The budget also included an operating transfer in the amount of \$19,322 from the Capital Equipment Fund to the General Fund for radio depreciation that is paid to Itasca County. When the City received the invoices from the County for the radio depreciation they totaled \$24,671.

### **Requested City Council Action**

Consider adopting a resolution approving a \$28,500 transfer from the General Fund to the Domestic Animal Control Facility Fund and a \$24,671 transfer from the Capital Equipment Fund to the General Fund as of December 31, 2013.

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

RESOLUTION NO. 14-

A RESOLUTION AUTHORIZING THE FOLLOWING BUDGETED OPERATING TRANSFER FROM THE GENERAL FUND TO THE DOMESTIC ANIMAL CONTROL FACILITY IN THE AMOUNT OF \$28,500 AND A TRANSFER FROM THE CAPITAL EQUIPMENT REPLACEMENT FUND TO THE GENERAL FUND IN THE AMOUNT OF \$24,671 AS OF DECEMBER 31, 2013

WHEREAS, on December 17, 2012, the Grand Rapids City Council approved the 2013 budget which included the following transfers:

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the following budgeted operating transfers as of December 31, 2013:

\$28,500	from the General Fund to the Domestic Animal Control Facility
\$24,671	from the Capital Equipment Replacement Fund to the General Fund for radio depreciation for the Fire and Police Departments

Adopted this 24<sup>th</sup> day of February, 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.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0226      **Version:** 1      **Name:** Close Fund 473 to Fund 363  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 2/8/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Consider adopting a resolution closing Fund (473) Capital Project Fund-2011 Infrastructure Bonds and transferring the remaining balance of approximately \$950,060 to Fund (363) Debt Service Fund-General Obligation Grant Anticipation Notes 2012C as of December 31, 2013.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Close fund 473 Resolution.pdf](#)

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

Consider adopting a resolution closing Fund (473) Capital Project Fund-2011 Infrastructure Bonds and transferring the remaining balance of approximately \$950,060 to Fund (363) Debt Service Fund-General Obligation Grant Anticipation Notes 2012C as of December 31, 2013.

**Background Information:**

In April of 2012, the City issued General Obligation Grant Anticipation Notes 2012C in the amount of \$905,000. This was done in anticipation of receiving federal funding for Capital Project 2010-3 19th Avenue NW in the amount of \$877,500. In October of 2013, the City received the federal grant award for \$877,500. These funds need to be transferred from the Capital Project Fund-2011 Infrastructure Bonds to the General Obligation Grant Anticipation Notes 2012C for a scheduled maturity of February 1, 2014.

**Requested City Council Action**

Consider adopting a resolution closing Fund (473) Capital Project Fund-2011 Infrastructure Bonds and transferring the remaining balance of approximately \$950,060 to Fund (363) Debt Service Fund-General Obligation Grant Anticipation Notes 2012C as of December 31, 2013.



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

RESOLUTION NO. 14-  
A RESOLUTION CLOSING FUND-2011 INFRASTRUCTURE BONDS (473) AND  
TRANSFERRING THE REMAINING BALANCE OF APPROXIMATELY \$950,060 TO  
FUND (363) GENERAL OBLIGATION GRANT ANTICIPATION NOTES 2012C AS OF  
DECEMBER 31, 2013

WHEREAS, in 2012, the City issued General Obligation Grant Anticipation Notes for CP 2010-3 19<sup>th</sup> Avenue NW Project, and

WHEREAS, the Federal grant proceeds were received in October of 2013, and

WHEREAS, these funds need to be transferred to the General Obligation Grant Anticipation Notes 2012C for a scheduled maturity of February 1, 2014,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorize the transfer of \$950,060 from the 2011 Infrastructure Bonds Fund (473) to the General Obligation Grant Anticipation Notes 2012C (363) and to close the fund as of December 31, 2013.

Adopted this 24<sup>th</sup> day of February, 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.



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0229      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 2/17/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Hire temporary employees for Park & Recreation / I.R.A. Civic Center  
**Sponsors:**  
**Indexes:**  
**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 March 1, 2013.

Kaitlyn Kessler	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Lindsey Rhode	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Rilee Wokash	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Makenzie Shaffer	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Mya Olin	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
M'Kayla Guertin	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Tyler LaValle	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Bailey Seifert	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour

**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.

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.



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

<b>File #:</b>	14-0231	<b>Version:</b>	1	<b>Name:</b>	Amendment for MN DNR Community Forest Bonding Grant
<b>Type:</b>	Agenda Item	<b>Status:</b>		<b>Status:</b>	Consent Agenda
<b>File created:</b>	2/18/2014	<b>In control:</b>		<b>In control:</b>	City Council
<b>On agenda:</b>	2/24/2014	<b>Final action:</b>		<b>Final action:</b>	
<b>Title:</b>	Consider approving and signing the required amendment for partial payment of the Minnesota Department of Natural Resources Community Forest Bonding Grant.				
<b>Sponsors:</b>					
<b>Indexes:</b>					
<b>Code sections:</b>					
<b>Attachments:</b>	<a href="#">2014 2-24 DNR Tree Grant Amendment</a>				

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

Consider approving and signing the required amendment for partial payment of the Minnesota Department of Natural Resources Community Forest Bonding Grant.

**Background Information:**

On May 14, 2012, the City Council authorized the City's application for the Minnesota Department of Natural Resources Community Forest Bonding Grant. This grant awards \$10,000 to local governments for tree planting on public lands. Last year, the Public Works Department planted trees throughout the city according to the bonding grant specifications. In order to receive partial payment of the \$10,000 grant, the attached amendment needs to be approved and signed by the Mayor and City Clerk.

**Staff Recommendation:**

The Public Works Director recommends approving the attached amendment allowing partial payment for the tree planting throughout the city.

**Requested City Council Action:**

Approve the attached ammendment for partial payment of the Minnesota Department of Natural Resources Community Forest Bonding Grant and have Mayor and City Clerk sign.

**Amendment to**  
**General Obligation Bond Proceeds**  
**Grant Agreement for Tree Removal and Replanting or Planting for Diversity**

**THIS AMENDMENT** shall be effective as of October 3, 2012 or upon the date that the final required signature is obtained by the State, pursuant to Minn. Stat. Sec. 16C.05, subd. 2, whichever occurs later, and is between City of Grand Rapids a political subdivision of the State of Minnesota (the "Public Entity"), and the Department of Natural Resources, 500 Lafayette Road, St. Paul, MN 55155 (the "DNR")

**RECITALS**

A. The DNR and the Public Entity entered into a General Obligation Bond Proceeds Grant Agreement for Tree Removal and Replanting or Planting for Diversity dated April 2, 2012 (the "Grant Agreement"), which provided for disbursement of the Program Grant to the Public Entity in a single payment at the conclusion of the Project.

B. The DNR and the Public Entity wish to amend the Grant Agreement to allow one or more interim disbursements before the Project is completed.

**Therefore, in consideration of the foregoing,** the parties to this Amendment agree as follows:

1. All capitalized terms not otherwise defined herein shall have the meanings given to them in the Grant Agreement.

2. The following definitions are added to **Section 1.01** of the Grant Agreement:

"Advance" – means an advance made or to be made by the DNR to the Public Entity and disbursed in accordance with the provisions contained in Article V hereof.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to the DNR when an Advance is requested, as referred to in Section 5.02.

3. **Article V** of the Grant Agreement is amended in its entirety to read as follows:

**Article V**  
**DISBURSEMENT OF GRANT PROCEEDS**

Section 5.01 **The Advances.** The DNR agrees, on the terms and subject to the conditions set forth herein, to make Advances from the Program Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the Program Grant. If the amount of Program Grant that the DNR cumulatively disburses hereunder to the Public Entity is less than the amount of the Program Grant indicated in paragraph D of the Recitals, then the DNR and the Public Entity shall enter into and execute whatever documents the DNR may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.10, the DNR's obligation to make Advances shall terminate as of the dates specified in such Section even if the entire Program Grant has not been disbursed by such dates.



Advances shall only be for expenses that (i) are for those items of a capital nature for the Project, and (ii) were accrued no earlier than the effective date of the State Program Enabling Legislation, or have otherwise been consented to, in writing, by the DNR and the Commissioner of MMB.

**Section 5.02 Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the Program Grant, which shall be no more often than once each calendar month, the Public Entity shall submit to the DNR a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on or between the 1<sup>st</sup> day and the 15<sup>th</sup> day of the month in which an Advance is requested, and shall be submitted at least seven calendar days before the date the Advance is desired.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to the DNR such supporting evidence as may be requested by the DNR to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and, if applicable, Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the DNR: (i) such supporting evidence as may be requested by the DNR to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and the DNR approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the DNR shall disburse the amount of the requested Advance to the Public Entity.

**Section 5.03 Additional Funds.** If the DNR shall at any time in good faith determine that the sum of the undisbursed amount of the Program Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the DNR may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the DNR's notice.

**Section 5.04 Conditions Precedent to Any Advance.** The obligation of the DNR to make any Advance hereunder (including the initial Advance) to the Public Entity is subject to the following conditions precedent:

A. The DNR shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount, when added to all prior requests for an Advance, shall not exceed the amount of the Program Grant set forth in Recital D.

B. The DNR shall have received a duly executed Certification and/or Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The DNR shall have received evidence acceptable to the DNR that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement, the Certification and/or the Declaration, and (ii) this Agreement, the Certification and/or the Declaration are binding on and enforceable against the Public Entity.

D. The DNR shall have received evidence acceptable to the DNR that the Public Entity has sufficient funds to completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The DNR shall have received evidence acceptable to the DNR that the Public Entity is in compliance with the matching funds requirements in Section 6.20, if any.

F. The DNR shall have received evidence acceptable to the DNR that all required permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

G. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

H. No determination shall have been made by the DNR that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 5.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.

I. The Public Entity has supplied to the DNR all other items that the DNR may reasonably require.

**IN TESTIMONY HEREOF**, the Public Entity and the DNR have executed this Amendment to General Obligation Bond Proceeds Grant Agreement for Tree Removal and Replanting or Planting for Diversity as of the day and date indicated immediately below their respective signatures.

**PUBLIC ENTITY:**

City of Grand Rapids,  
a political subdivision of the State of Minnesota

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**DEPARTMENT OF NATURAL RESOURCES**

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

Name: Forrest Boe

Its: Director, Division of Forestry

Dated: \_\_\_\_\_



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

---

**File #:** 14-0237      **Version:** 1      **Name:** Purple Pinecone Lease  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 2/19/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Consider approval of a lease agreement with Isabella's Fashions Inc., dba The Purple Pinecone, for space in Central School.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2014 Purple Pinecone gardent level lease draft.pdf](#)

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

Consider approval of a lease agreement with Isabella's Fashions Inc., dba The Purple Pinecone, for space in Central School.

**Background Information:**

The Purple Pinecone, a retail store selling clothing, gift and home decor items, desires to relocate into Central School. The most time sensitive element of this relocation is the rapid move of their shipping and receiving for internet sales and inventory storage. The second phase to be considered, possibly at the next City Council meeting, involves rental of retail space on the second floor. The Purple Pinecone desires to lease space on the Garden Level (Suite 1) for their shipping, receiving, internet sales and inventory storage. The attached lease is for the Suite 1 space, which consists of a 755 square foot area. The lease rate for this space is the same as another exiting lease for storage needs of another tenant. The rental rate for this lease is \$7.27/sf . Also consistent with all recent leases, the term is for one year (through the end of 2014) and the rental rate does not involve the City in covering the cost of property taxes.

**Requested City Council Action**

Consider approval of a lease agreement with Isabella's Fashions Inc., dba The Purple Pinecone, for space in Central School.



## **LEASE AGREEMENT**

This Lease Agreement, by and between the City of Grand Rapids, Minnesota hereinafter referred to as "Lessor" and Isabella's Fashions Inc, dba The Purple Pinecone, hereinafter referred to as "Lessee", entered into this **24th** day of **February, 2014**.

### **ARTICLE 1 - LEASED PREMISES**

1.1 In consideration of and subject to the mutual covenants, condition and obligations of this Lease Agreement to be kept and performed, the Lessor does hereby lease and demise to Lessee the premises identified in Exhibit "A" attached hereto, comprising approximately 755 square feet together with the right to use in common with other lessees of the Central School their invitees, customer and employees, the elevators, stairways, halls, toilets and sanitary facilities, and all other general common facilities contained in the Central School, as well as the sidewalks, delivery areas, and appurtenances thereto, to be used by Lessee for the purposes generally described in Exhibit "B" attached hereto, in the Central School, Grand Rapids, Minnesota.

This Lease Agreement will also include one parking pass for the Lessee's use in the Central School lot at no additional cost to the Lessee. The Lessee will be provided one parking pass that must be displayed conspicuously by the Lessee. The Lessee will be able to park in any location within the parking lot of Central School. There will not be a designated parking spot. If the lot is full, the Lessee will utilize off street parking. This pass only applies to the Central School lot. If the pass is lost, stolen or needs to be replaced for any reason, there will be a \$25 plus tax replacement fee.

### **ARTICLE 2 - TERM**

2.1 The Term of this Lease Agreement shall commence on **January 13, 2014** and shall continue through **December 31, 2014** unless earlier terminated in accordance with the provisions of this Lease Agreement.

### ARTICLE 3 -RENT

3.1 Lessee shall pay to Lessor as rent for the leased premises the sums hereinafter provided in this Article 3.

The term "operating costs for the Central School Building" as used in this Article 3 shall exclude all costs related to the exterior grounds except signs promoting tenants but shall otherwise include all those direct costs of operation and maintenance to be incurred by Lessor, including by way of illustration but not limitation, (1) all utility charges (sewer, water, electricity, heat, garbage collection, elevator service) except telephone and other communications equipment; (2) maintenance, insurance, repairs, parts and supplies, equipment and tools, and electrical maps, tubes, starters and ballasts; (3) the annual costs for a custodian and/or manager; and (4) promotion costs; and (5) a capital reserve equal to 5% of the total projected operation costs, excluding the capital reserve. The term "operating costs for the Central School Building" shall not include the original capital investment or associated debt service.

The term "rented square footage in the Central School Building" as used in the Article 3 shall exclude common areas, exterior grounds and space not rented.

3.2 Calendar year **2014** base rent shall be in the amount of **\$7.27** per square foot annually, payable in equal monthly installments beginning on the **1<sup>ST</sup>** day of **March, 2014** and continuing on the first day of each month thereafter through **December 31, 2014**. Additionally, tenant is solely responsible for paying any, and all, property taxes associated with the rental space.

3.3 Lessee shall pay as additional rent a late charge in the amount of 1.5% of the monthly rental payment in the event that the monthly rental payment is received after the fifth day of the month due. This late charge shall be exclusive of any other remedy which Lessor may have for Lessee's failure to timely pay rent.

3.4 At the commencement of the term of this Lease Agreement, Lessee shall furnish to Lessor a surety bond, letter of credit or cash deposit in an amount equivalent to one month's rent, to assure compliance with the provisions of this Lease Agreement. If Lessee fails to comply with the provisions of this Lease Agreement, Lessor shall be entitled, without further notice to Lessee, to call upon said surety bond, letter of credit or cash deposit to satisfy Lessee's obligation hereunder. Lessor's right to call upon the surety bond, letter of credit or cash deposit shall be exclusive of any other remedy which Lessor may have for Lessee's failure to comply with the provisions of this Lease Agreement. The surety bond or letter of credit furnished by Lessee shall be maintained in effect for

the term of this Lease Agreement and during any period of holding over. If Lessee furnishes a cash deposit pursuant to this Paragraph, said cash deposit shall be held by Lessor for the term of this Lease Agreement unless earlier called upon by Lessor to satisfy Lessee's obligations hereunder. Said cash deposit shall be invested by Lessor and any interest earned shall be paid annually to Lessee.

3.5 Rental payments shall be made to the order of the City of Grand Rapids and mailed or delivered to: **City Finance Director, 420 N. Pokegama Avenue, Grand Rapids, MN 55744.**

3.6 Lessee shall timely pay when due any personal property or real property tax on the leasehold estate.

#### **ARTICLE 4 - IMPROVEMENTS**

4.1 In taking possession of the leased premises, Lessee acknowledges that same were on the date of occupancy in good, clean and tenable condition, subject only to the repairs or improvements which Lessor has agreed to make at Lessor's expense and which are set forth on Exhibit "C" attached hereto, if there are any.

4.2 Lessee agrees to make at its own expense all alterations and improvements to the leased premises except as otherwise indicated to be the obligation of Lessor under this Lease Agreement. All such improvements and alterations made by Lessee shall be undertaken only upon advance approval of Lessor, shall be made under the supervision, direction and control of Lessor's architect, shall be made in good and workmanlike manner according to the terms, conditions and requirements set by Lessor and its architect, and shall be in keeping with the historical character of the building. All alterations and improvements performed on the leased premises by Lessee shall be performed by competent contractors and subcontractors approved by Lessor, which approval shall not unreasonably be withheld. Lessee shall pay for all architectural, engineering and other services and all costs incurred by Lessor in connection with Lessee's improvement or alteration of the leased premises, including the work, if any, of Lessor's engineer, architect and other agents connected therewith. Prior to undertaking any alterations or improvements to the leased premises, Lessee shall



obtain and deliver to Lessor a valid waiver and release of mechanic's liens by each party who will furnish labor, materials or services to the lease premises.

4.3 At the expiration or termination of the term of this Lease Agreement, all improvements and alterations made to the leased premises by Lessee shall remain with the leased premises and shall be the property of Lessor. Lessee shall, at its expense, remove Lessee's goods and effects, including trade fixtures, machinery, and equipment, and quit and deliver up the leased premises to Lessor, peaceably and quietly in as good order and condition as same were in on the original date of occupancy, reasonable wear and tear excepted. Any property left in the leased premises at the expiration or termination of this term of this lease shall be deemed to have been abandoned and shall become the property of Lessor to be disposed of as Lessor deems expedient, with all costs of cleanup and disposal of goods abandoned at the leased premises to be paid by Lessee. Lessee shall not permit any mechanic's or materialmen's liens to stand against the leased premises or against the Central School and Lessor may require appropriate assurances by way of bond, deposit or other reasonable procedure to protect against such liens and may, should such liens arise out of Lessee's acts hereunder, pay and discharge same and such amounts shall become due and payable to Lessor from Lessee with interest at the rate of eight percent (8%), or such greater amount as shall then be permitted by law, per annum.

#### **ARTICLE 5 - MAINTENANCE, REPAIRS**

5.1 Lessee shall at all times be responsible for maintaining at its own expense the leased premises in a clean, orderly and safety condition, except as hereinafter provided. Lessee shall be responsible, at its own expense, to clean and maintain all trade fixtures, machinery and equipment furnished by Lessee within the leased premises. Lessee shall be responsible to deposit normal office waste and rubbish at a location at the Central School as designated by Lessor.

5.2 Lessee shall be responsible to perform all repairs the need for which is caused by Lessee's use of the premises except that Lessor shall be responsible to perform major repairs of a structural nature. Lessor shall be responsible to arrange for removal of waste and rubbish from the



location designated as the deposit location for lessees. All costs incurred by Lessor pursuant to the obligations of this Paragraph shall be included within "operating costs".

5.3 Lessor shall provide custodian services for the common areas of Central School. Costs incurred by Lessor in providing such custodian services shall be included within "operating costs".

#### **ARTICLE 6 - UTILITIES**

6.1 Lessor shall furnish such heat, water, sewer, electricity, elevator services, central air conditioning and garbage removal in and about the leased premises as shall be necessary, in Lessor's judgment, for comfortable occupancy of the leased premises, under normal business conditions. Lessor's obligation to provide electricity to the leased premises shall include only electricity for standard building lighting and office use. Any electricity supplied to the leased premises for extraordinary purposes, such as kitchen equipment, refrigeration equipment and air conditioning units, shall be paid by the Lessee upon Lessor's billing of same.

It is understood and agreed that Lessee shall be responsible to pay to Lessor, as additional rent, the cost of separately-metered-electricity supplied to the leased premises. Lessee shall also be responsible for the construction of insulation of a separate electrical meter when required.

6.2 Lessee shall conserve heat, water and electricity and shall not neglect or misuse water, fixtures, electrical lights, or other equipment or facilities furnished in conjunction with Lessor's provisions of utilities pursuant to this Article.

6.3 In the event energy use restrictions are established by Federal or State authorities or that an energy supply emergency is declared by Federal or State authorities, Lessor may reduce the quantity or quality of any utilities or other services to be provided under this Article as may be necessary to comply with directives and regulations promulgated by said authorities.

6.4 Lessor shall be responsible to provide light, heat and other utility services to the common areas of the Central School as, in Lessor's discretion, is appropriate. The cost of providing such heat, lighting and other utilities shall be included within "operating costs".

#### **ARTICLE 7 - BUILDING USE, REGULATIONS, SECURITY**

7.1 Lessee shall use the leased premises only for the purpose of purposes generally described in Exhibit "B". Lessee shall keep the leased premises in a clean, orderly and safe condition and shall not permit any hazardous or dangerous activity thereon or any activity which will increase insurance risks or premiums on the leased premises. Lessee shall at all times comply with all statutes, ordinances, codes, and regulations of any governmental authority concerning the use and maintenance of the leased premises and the Central School. Lessee shall not overload the floors in the leased premises.

7.2 Lessee shall use the leased premises and the common areas of the Central School in accordance with such reasonable rules and regulations as may from time to time be promulgated by Lessor or the Central School Commission for the general safety, comfort and convenience of Lessor and Lessees of the Central School and their invitees and Lessee shall cause its clients, employees and invitees to abide by such rules and regulations. The Lessor will allow the Lessee to utilize up to 12 square feet of floor space in the common areas adjacent to the Lessee's business for display purposes only. Storage of equipment, recycling, or anything deemed not to be display items, is prohibited. The items placed in this space must not be affixed permanently to the floor or wall in any way. The usage of a table, shelf, or rack is acceptable. The Lessee will adhere to all fire and building access codes.

If the Lessee wishes to use more than 12 square feet of floor space, a written letter to the Lessor with the Lessee's intent is required. The Lessee cannot proceed with their plans until the Lessor has granted the request in writing.

The Lessee is required to supply the Lessor with documentation from the Lessee's insurance company that the Lessee's property is covered while in the common areas of Central School.

7.3 Lessee shall keep the leased premises open to the public during such days and hours of operation of the Central School as may from time to time be determined by Lessor.

7.4 Lessee shall be responsible for securing the leased premises by locking doors and windows providing direct access to the leased premises. Lessor covenants that other Lessees within the Central School will have similar responsibilities to those required of Lessee under this Paragraph.

7.5 Lessee shall pay to Lessor on demand for any damage done to the Central School or the leased premises, including broke glass, caused by Lessee, Lessee's agents or employees, or Lessee's invitees.

7.6 Lessee shall not conduct or permit to be conducted on the leased premises any business or permit any act which is contrary to or in violation of the laws, ordinances or regulations of any governmental unit, federal, state or local.

#### **ARTICLE 8 - COMMON AREAS, EXTERNAL GROUNDS**

8.1 Lessee's use of the common areas and external grounds of Central School shall be in compliance with rules and regulations which may be promulgated from time by Lessor.

8.2 Lessee shall place nothing in the common areas of the Central School, including displays, advertising, merchandise, or other items of any sort whatsoever, without the advance written approval of the Central School Commission.

8.3 Lessee shall place no signs which will be visible outside the leased premises, including no signs which may be visible through a window and no signs which may be visible within the common areas of the Central School or from the external grounds of the Central School or beyond, without the advance written approval of Lessor. Lessor shall provide signs, of a number, style and quality as deemed appropriate in Lessor's exclusive judgment, to be placed on the external grounds of the Central School, which signs will identify the lessees within Central School. Cost incurred by Lessor in providing said signs shall be included within "operating costs". Signs within



the interior common areas of Central School shall be approved in advance by Lessor and, if provided by Lessor, the expense thereof shall be included within "operating costs".

#### **ARTICLE 9 - INSURANCE**

9.1 Lessor shall maintain general liability, fire and extended coverage insurance on the Central School, including common areas and exterior grounds, and Lessor's fixtures and equipment and Lessor shall cause Lessee to be named as an additional insured. Lessee shall insure its own personal property on the premises as it sees fit. All personal property placed upon or in the leased premises or common areas or external grounds shall be at the risk of Lessee or the owner of the personal property and Lessor shall not be liable to Lessee or any other party for any damage or destruction of said personal property arising from any cause whatsoever. Lessee shall maintain at its own cost and expenses general liability insurance required herein. All insurance coverage is subject to approval of the City and shall be maintained by Lessee at all times this Agreement is in effect. Lessee further agrees that to protect themselves as well as the City of Grand Rapids under the indemnity Contract set forth above, the Lessee shall at all times during the term of the Agreement have and keep in force insurance protection as specified by Minn. Stat. Cpt. 466.04, subd. 1 as may be modified from time to time by the State Legislature and Lessee shall name Lessor as an additional insured on said policy. Throughout the term of this Lease Agreement, Lessee shall provide Lessor with evidence that Lessee has obtained the insurance required by this Article and that Lessor is an additional insured under said policies of insurance. All costs incurred by Lessor in maintaining insurance coverage pursuant to this Article shall be included within "operating costs".

9.2 Notwithstanding anything in this Lease Agreement to the contrary, Lessor shall not be liable to Lessee and Lessee shall not be liable to Lessor for any damage to or destruction of the Central School Building by fire or other perils or for any claim or cause of action arising out of any death, injury or damage to property in, on or about the leased premises or the common areas or exterior grounds of Central School. Lessor and Lessee shall furnish to each other appropriate written consents from their respective insurers to this waiver of liability provision.

#### **ARTICLE 10 - LESSOR ACCESS**

10.1 Lessor, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspection, cleaning, repairing, altering or improving



the premises, or to exhibit the premises to prospective tenants. Lessor's reserved rights hereunder shall include, without limitation, free, unhampered and unobstructed access to the airways, equipment ducts, stairways, access panels and all utilities and services to the Central School. There shall be no diminution of rent and no liability on the part of Lessor by reason of any inconvenience, annoyance or injury to business caused by Lessor's reasonable exercise of rights reserved by Lessor in this Article.

#### **ARTICLE 11 - FIRE OR OTHER CASUALTY: CONDEMNATION**

11.1 If during the term of this Lease the leased premises shall be damaged or destroyed by fire or other casualties so that the premises shall thereby be rendered unfit for use or occupation, Lessor shall have the option to either (a) repair such damage with all reasonable diligence and restore the premises to substantially the condition immediately prior to such event, and until such premises have been duly repaired and restored the rent herein reserved, or a just and proportionate part thereof according to the nature and extent of the injury which has been sustained shall be abated, or (b) Lessor may terminate this lease and end the term hereof, and in case of such termination and cancellation the rent shall be paid to the date of such fire or other casualty and all other further obligations on the part of either party hereto shall cease. Lessor is required to notify Lessee of whether it will repair or terminate within thirty (30) days of the date of such damage or destruction. Provided, however, that in the event the premises are not so restored within one hundred eighty (180) days after the occurrence, Lessee may, at its option, terminate this lease.

11.2 Lessee shall be entitled in any full or partial taking by eminent domain to take that portion of the net award representing payment for Lessee's leasehold interest, trade fixtures, moving expenses or business interruption. All amounts paid pursuant to an agreement with a condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking. Lessee agrees that this Lease shall control rights of Lessor and Lessee in any such award, and any contrary provision of any present or future law is hereby waived. If any taking shall result in Lessee being deprived of space in excess of 5 percent of the space then leased to Lessee, Lessee shall have the right on thirty (30) days advance written notice, to terminate the obligations hereunder

effective as of such taking. If Lessee continues occupancy following a partial taking, rent will be adjusted of a pro-rata basis for the remainder of the lease term.

**ARTICLE 12 - QUIET POSSESSION**

12.1 Lessor hereby warrants and covenants that it has full authority to execute this Lease Agreement and further agrees that Lessee, upon paying rent and performing the covenants and conditions of this Lease Agreement, shall quietly have, hold and enjoy the leased premises during the term hereof.

**ARTICLE 13 - NOTICE**

13.1 Any notice, demand, request or other communication which may or shall be given or served by Lessor or Lessee pursuant to this Lease Agreement shall be deemed to have been given or served on the date the same is deposited in the United States mail, registered or certified, postage prepaid and addressed as follows:

To Lessee:

Katrina Jacobson  
Isabella's Fashions Inc.  
24867 Channel Heights Road  
Cohasset MN 55721

To: Lessor

City Administrator  
City Hall  
420 N. Pokegama Avenue  
Grand Rapids, MN 55744

**ARTICLE 14 - ASSIGNMENT, SUBLETTING**

14.1 Lessee agrees that neither the leased premises nor any part thereof shall be sublet nor shall this Lease Agreement be assigned by Lessee without prior written consent of Lessor, which consent shall not be unreasonably withheld. If Lessor does give consent, such consent shall not release Lessee from its obligation hereunder, unless a release is specifically given by Lessor.

## **ARTICLE 15 - NO PARTNERSHIP**

15.1 Nothing contained in this Lease Agreement shall be deemed or construed to create a partnership or joint venture of or between Lessor and Lessee or to create any other relationship between the parties hereto other than that of Lessor and Lessee.

## **ARTICLE 16 - DEFAULT BY LESSEE**

16.1 Lessor and Lessee agree that this Lease Agreement is made upon the condition that if the Lessee shall neglect or fail to keep, observe and perform any of the covenants and agreements contained in this Lease Agreement which are to be kept, observed or performed by Lessee, so as to be in default, or if the leasehold interest of Lessee shall be taken by execution or other legal process of law, or if Lessee shall petition to be or be declared to be bankrupt or insolvent according to law, or if Lessee shall vacate said premises or abandon the same for a period of 45 days during the term of this Lease Agreement, then and in any of said cases the Lessor may, at its option, immediately or at any time thereafter without further notice or demand, enter into and upon the leased premises, or any part thereof, in the name of the whole, and take absolute possession of the same without such re-entry working a forfeiture of the rents to be paid and the covenants to be performed by Lessee for the full term of this Lease Agreement, and may, at Lessor's election, lease or sublet the leased premises, or any part thereof, on such terms and conditions and for such rents and for such time as the Lessor may elect, and after crediting the rent actually collected by Lessor from such reletting, collect the balance of rent owed pursuant to this Lease Agreement from Lessee, charging Lessee such reasonable expenses as the Lessor may expand in putting the premises in tenable condition and collecting said rentals from Lessee, including reasonable attorney's fees.

Alternatively, Lessor may at its election and upon written notice to Lessee declare this Lease Agreement forfeited and void under the condition set forth above, and Lessor may re-enter and take full and absolute possession of said premises as the owner thereof, free from any right or claim of Lessee or any person or persons claiming through or under Lessee, and such election and re-entry shall be and constitute an absolute bar to any right to enter by Lessee. The commencement by Lessor of any action to recover possession of the leased premises or any part thereof shall not be deemed an election by Lessor to treat this Lease Agreement as void and terminated, without the written notice above specified. In the event of termination or re-entry by Lessor for default by Lessee, Lessor shall make every reasonable effort to re-rent, lease or sublet the premises. Lessor, at its option, may make



such alterations, repairs, replacements and/or decorations to the leased premises as Lessor, in its sole judgment, considers advisable and necessary for the purpose of reletting the premises; and the making of such alterations, repairs, replacements and/or decorations shall not operate to be construed to release Lessee for liability hereunder as aforesaid.

**ARTICLE 17 - DEFAULT BY LESSOR, LESSEE**

17.1 Lessor shall not be deemed to be in default under this Lease Agreement until Lessee shall have given Lessor written notice specifying the nature of the default and Lessor shall have not cured such default within ten (10) days after receipt of such notice, or within such reasonable time thereafter as may be necessary to cure such default where such default is of a character as to reasonably require more than ten (10) days to cure.

17.2 Except with respect to the payment of rent, for which no notice of default shall be necessary, Lessee shall not be deemed to be in default under this Lease Agreement until Lessor shall have given Lessee written notice specifying the nature of default and Lessee shall have not cured such default within ten (10) days after receipt of such notice or within such reasonable time thereafter as may be necessary to cure such default where such default is of a character as to reasonably require more than ten (10) days to cure.

**ARTICLE 18 - WAIVER, MODIFICATION, ENTIRE AGREEMENT**

18.1 No waiver of any condition, covenant, right of option of this Lease Agreement by the Lessor shall be deemed to imply or constitute a further waiver of any like condition or covenant of said Lease Agreement.

18.2 No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties hereto in the same manner as the execution of this Lease Agreement. The City Council shall consider the recommendation of the Central School Commission in determining whether to approve any amendment or modification of this Lease Agreement.

18.3 Neither Lessor nor any agent or employee of Lessor has made any representations or promises with respect to the leased premises or the Central School except as herein expressly set forth, and no rights, privileges, easements or licenses are acquired by Lessee except as herein expressly set forth.



**ARTICLE 19 - WINDOW TREATMENT**

19.1 Lessee, at its expense, may install shades, drapes or window coverings and, if installed, Lessee shall maintain said window coverings in an attractive and safe condition, provided however, in the sole judgment of Lessor said window coverings are in harmony with the exterior and interior appearance of Central School and will create no safety or fire hazard.

**ARTICLE 20 - PARKING**

20.1 Lessor has established public parking facilities on the grounds of Central School. Lessee warrants that it will enforce regulations providing that its employees will not park their private vehicles in said public parking area during time when said employees are working at the leased premises (except on a short-term basis for emergencies or for deliveries).

**DISCRIMINATION PROHIBITED:** The Landlord shall not discriminate based upon race, color, creed, religion, national origin, sex, marital status, age, handicap, or disability, familial status or recipients of public assistance; and shall comply with all nondiscrimination requirements of Federal, State and local law.

**IN WITNESS WHEREOF,** the parties have hereunto set their hands on the date first written above.

LESSOR:

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

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

LESSEE:

\_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Its \_\_\_\_\_

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

## Exhibit A – Location in the Building

The Purple Pinecone is located in the Garden Level, Suite 1, consisting of 755 square feet.

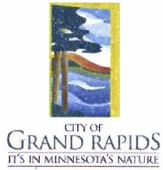
## Exhibit B – Use of Space

The Purple Pinecone is a retail establishment which sells clothing, gift and home décor items. The space will be used to accommodate shipping and receiving, internet based sales, and storage of inventory.

Exhibit C – Improvements

None





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0243      **Version:** 1      **Name:** Consider authorizing the IT Department to dispose of or donate retired equipment to PCs for People.

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

**File created:** 2/20/2014      **In control:** City Council

**On agenda:** 2/24/2014      **Final action:**

**Title:** Consider authorizing the IT Department to dispose of or donate retired equipment to PCs for People.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2014 Equipment Removal.pdf](#)

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

Consider authorizing the IT Department to dispose of or donate retired equipment to PCs for People.

**Background Information:**

Attached to this item is a list of equipment slated for disposal or donation. We retain any retired equipment that can be used as a spare or parted out for maintenance of other equipment. When neither of these scenarios apply, the equipment needs to be disposed of or donated. We are proposing to donate operational equipment to PCs for People of Grand Rapids for refurbishing.

**Staff Recommendation:**

We recommend you consider authorizing the IT Department to dispose of or donate retired equipment.

**Requested City Council Action**

Consider authorizing the IT Department to dispose of or donate listed retired equipment to PCs for People.



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

## 2014 Equipment Disposal List

Equipment Category	Equipment Make	Model / Type	Serial Number
Access Gateway	NOMADIX	AG3000	0050E8016EB3
Dummy Terminal	HP	T5000	CNV701012Y
Firewall	WatchGuard	X10e	7072342CC-CEE8
Firewall	WatchGuard	X500	808013094-EEED
Laptop	Panasonic Toughbook	CF-29	3KKYA04974
Laptop	PANASONIC TOUGHBOOK	CF-52	9FTYA61540
Laptop	HP COMPAQ	6735S	CNU9D66C89
Laptop	Nobilis	S14Y	SY8271003264
Laptop	Nobilis	S14Y	SY8271003363
Laptop	Nobilis	S14Y	SY8461001096
Laptop	Nobilis	S14Y	SY8461002861
Laptop	Nobilis	S14Y	SY8461002863
Laptop	Nobilis	S14Y	SY8461002876
Laptop	Nobilis	S14Y	SY8461003245
Laptop	HP COMPAQ	NX6325	CNU7050V7R
Laptop	HP COMPAQ	NW8240	CNU6191GMR
Laptop	PANASONIC TOUGHBOOK	CF-52	51KSB59645
Laptop	PANASONIC TOUGHBOOK	CF-52	5KKSA82226
Laptop	Nobilis	AL51	5331W300210Q00001
Laptop	Nobilis	AC413	2371072B21K0159A
Laptop	HP Pavillion	CRVSA-02T1-90	TW22207035
Laptop	Nobilis	A2500H	4ANG001620
Laptop	HP COMPAQ	NX9030	CNF43727Q5
Laptop	Nobilis	AC413	2371072B21K0154A
PC	Connecting Point	White Box	060147
PC	Computer Enterprises	White Box	AZRQ00300YLP
PC	Computer Enterprises	White Box	BQF64000AKR
PC	Computer Enterprises	White Box	BQGF639006ZG
PC	Computer Enterprises	White Box	BQGF63900GVQ



CITY OF  
**GRAND RAPIDS**  
 ITS IN MINNESOTA'S NATURE

## 2014 Equipment Disposal List

Equipment Category	Equipment Make	Model / Type	Serial Number
PC	Computer Enterprises	White Box	BQGF6410051T
PC	Computer Enterprises	White Box	BY63K-H92QJ-YWYCF-B7BXD-29G7Q
PC	Connecting Point	White Box	CPT0207-33
PC	Connecting Point	White Box	CPT0207-43
PC	Connecting Point	White Box	CPT0406-15
PC	Connecting Point	White Box	CPT0409-14
PC	Connecting Point	White Box	CPT0409-7
PC	Connecting Point	White Box	CPT1205-56
PC	Connecting Point	White Box	CPT1206-26
PC	Computer Enterprises	White Box	PDKFK-8XM8Y-FFMMT-MQBVJ-TB9XT
PC	HP COMPAQ	DC5000MT	USU4220WQ5
PC	Computer Enterprises	White Box	V3WY7-X4R4P-JWGTX-CDY7G-FFXWJ
PC	Computer Enterprises	White Box	GK2VX-GH4VB-Y3499-Q6DHF-C66CY
PC	Connecting Point	White Box	CPT0110-1
Printer	HP	CLJ 3800N	CNYBB82262
Printer	HP	CLJ 4600N	JPCCK35953
Printer	HP	CLJ CP1518ni	CNAC81Q1F3
Projector	Proxima	6850+	40J301086
Receipt Printer	Itaca	Series 150	KG004026225
Recorder	MIL4000	MIL4000	103248
Router	Cisco	1605R	JMX04154DTA
Router	Cisco	1605R	JAB034140CV
Router	Cisco	1721	JMX0624E035
Scanner	Panasonic	KV-S7065C	7235XDB1273
Security Appliance	Cisco Pix	506	44405321380
Security Appliance	Cisco Pix	506-e	88807031963
Server	Connecting Point	White Box	545498/EQ052902
Server	Nobilis	White Box	723557-2/EQ011005
Server	Connecting Point	White Box	545498/EQ052902





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

## 2014 Equipment Disposal List

Equipment Category	Equipment Make	Model / Type	Serial Number
Switch	Adtron	ADS-624	05F4100090
Switch	Linksys	EF2S 24	46000833
Switch	3Com	3C16471	0101/LV5G390158761
Switch	3Com	3C16471	0101/LV5G210046203
Switch	3Com	3C16464 4C	0100/7HFF011125
Switch	3Com	3C16471	0101/LV5G2Z0132011
Switch	Adtron	ADS-624	SF4100421
Switch	3Com	3C16593A	0100/7E1F033207
Switch	3Com	3C16471	0101/LV5G390158701
Switch	3Com	3C16471	0101/LV5G310135913
Switch	Linksys	EZXS88R	136000249
Switch	Linksys	EF2S 24	45000209
Web Security Appliance	iPrism	25H	11241257
Web Security Appliance	iPrism	1200	67734





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

## 2014 Equipment Donation

Equipment Category	Equipment Make	Model / Type	Serial Number
Keyboard	Microsoft	PS2	N/A
Keyboard	Microsoft	PS2	N/A
Keyboard	Microsoft	PS2	N/A
Keyboard	Microsoft	PS2	N/A
Laptop	Panasonic Toughbook	CF-52	9FTYA61534
Laptop	HP COMPAQ	NW8240	CNU6191GMR
Laptop	HP COMPAQ	NX6325	CNU7050V7R
Laptop	Nobilis	S14Y	SY8271003288
Laptop	Nobilis	S14Y	SY8271002874
Laptop	Nobilis	S14Y	SY8271003360
Laptop	Nobilis	S14Y	SY8461000541
Laptop	Nobilis	S14Y	SY8461002865
Laptop	Nobilis	S14Y	SY8461003203
PC	Computer Enterprises	White Box	BP4MP-32FGC-G43Q9-8K94G-RCJ2B
PC	Computer Enterprises	White Box	CRQTK-KTFWT-TYX4B-PP276-G2V4D
PC	Connecting Point	White Box	F8223-CHJT6-J8PQJ-H23HV-WY9WQ
PC	Computer Enterprises	White Box	MHPFM-Q9XWV-MTWTY-R4WXY-9KG83
PC	Computer Enterprises	White Box	QC6XF-4GK3M-MPPFP-HVWJP-XDRGJ
PC	Computer Enterprises	White Box	QRKV4-QM46T-Q2D4Q-K2RB4-CC67Y
PC	Computer Enterprises	White Box	QXQX6-99RRT-3W6Y3-2KMDB-4MPQJ
PC	Computer Enterprises	White Box	TDXFG-TM3FM-GM7VG-TD7KH-PGH6B
PC	Connecting Point	White Box	TX8HF-XWHGF-R7XVT-37QTT-CV2M3
PC	Computer Enterprises	White Box	TXQM7-TVJKM-339QQ-DKCQM-TB9WB
PC	Computer Enterprises	White Box	VD6G6-7VQPD-VKKD3-M8249-84MQT
PC	Connecting Point	White Box	VDC6M-8H923-P6MYV-R7RM6-7K4F6
PC	Computer Enterprises	White Box	W3J43-WBKT4-8G74D-TCT96-PRMR8
PC	Computer Enterprises	White Box	XG39Y-2RKQ4-P93JV-TY4PC-DRCMG
PC	Connecting Point	White Box	XRQPP-CRTXP-GBPHT-6WKQY-C9G8G
PC	Computer Enterprises	White Box	DYW6W-BW63J-86FT9-M4QBB-68KVM



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

## 2014 Equipment Donation

Equipment Category	Equipment Make	Model / Type	Serial Number
PC	Computer Enterprises	White Box	R87MJ-4267R-4TM62-6B9P9-HQGBT
Switch	LINKSYS	SRW2016	0014BF5A4A41
Switch	Netgear	JFS524	1DW2013N00EF6



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0244      **Version:** 1      **Name:** City Administrator Merit Pay  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 2/20/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Approve and authorize payment of merit pay for City Administrator in the amount of \$4000.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

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

Approve and authorize payment of merit pay for City Administrator in the amount of \$4000.

**Background Information:**

The Employment Contract between the City of Grand Rapids and City Administrator Tom Pagel, , In addition to Employee's base salary, Employer agrees to pay to Employee merit pay in an amount not to exceed \$5,000 per calendar year based upon the Employee's performance. The amount of the merit pay will be based on an evaluation of the employee by the employer in a manner specified by the Memorandum of Understanding attached herein. The evaluations shall be completed by April 15th in calendar year 2013, and then by March 1 of every year thereafter. The first increase due the Employee shall be considered for his performance in 2013. The merit pay will be paid in a lump sum within 30 (thirty) days after completion of the evaluation.

The City Council has recently completed the performance evaluation of City Administrator Tom Pagel and has determined merit pay in the amount of \$4000.

**Staff Recommendation:**

Approve merit pay and direct staff to process payment.

**Requested City Council Action:**

Approve and authorize payment of merit pay for City Administrator Tom Pagel in the amount of \$4000.



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

---

**File #:** 14-0245      **Version:** 1      **Name:** Firefighter eligibility list  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 2/20/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Abolish the current eligibility list for Firefighter and authorize staff to begin the process of advertising and establishing a new list.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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

Abolish the current eligibility list for Firefighter and authorize staff to begin the process of advertising and establishing a new list.

**Background Information:**

With recent changes in staffing in the Grand Rapids Fire Department, staff would like to begin the process of advertising for firefighter positions and establish a new eligibility list in 2014.

**Staff Recommendation:**

Authorize advertising for new firefighter applicants.

**Requested City Council Action**

Abolish the current eligibility list for Firefighter and authorize staff to begin the process of advertising and establishing a new list.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0248      **Version:** 1      **Name:** Publication resolution  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 2/20/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Adopt a resolution supporting legislation allowing cities to designate their City website to publish public notices.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2-24-14 Supporting Legislation for website publications](#)

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

Adopt a resolution supporting legislation allowing cities to designate their City website to publish public notices.

**Background Information:**

Minnesota state law currently requires cities to publish certain types of information in one "qualified newspaper" designated by the city. These items are referred to as "official notices," "legal notices" and "public notices" in state statute. While the requirements vary based on a city's population, most cities must publish: meeting minutes; new ordinances; advertisements for bids; various financial reports; meeting and hearing notices; and notices of elections and sample ballots. Technology has changed dramatically since this mandate became law more than 60 years ago. Cities rely on and value citizen engagement and participation and have invested heavily in city government web sites and other electronic communication.

**Staff Recommendation:**

Adopt the attached resolution and authorize staff to forward as support in the upcoming legislative session.

**Requested City Council Action**

Adopt a resolution supporting legislation allowing cities to designate their City website to publish public notices.

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

RESOLUTION NO. 14-

**A RESOLUTION SUPPORTING LEGISLATION ALLOWING CITIES TO DESIGNATE THEIR CITY WEBSITE TO PUBLISH PUBLIC NOTICES**

WHEREAS, cities are currently required by law to publish public notices in a designated official newspaper for the city (Minn. Stat. 331A); and

WHEREAS, cities are committed to providing information to citizens and increasing access to information about city operations and business; and

WHEREAS, citizens expect and demand information in an immediate format; and

WHEREAS, cities have limited resources and must utilize tax dollars in the most efficient way possible; and

WHEREAS, cities should have the authority to determine the best and most efficient method of communicating information to citizens based on citizen expectations; and

WHEREAS, cities are continuously improving and investing in technology to reach more citizens in a timely manner; and

WHEREAS, utilizing city websites to publish public notices would eliminate the time and costly burden of publishing in newspapers; and

WHEREAS, city websites are increasingly the first place citizens look for information about their cities; and

WHEREAS, the ability of city websites to provide citizens with up-to-date, detailed information exceeds that of print media.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids supports HF 1286 and SF 1152, legislation now before the 2014 legislature that would allow cities to publish certain public notices on their websites instead or, or in addition to, in an official newspaper.

Adopted by the Council this 24<sup>th</sup> day of February, 2014.

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

ATTEST:

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

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



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0241      **Version:** 1      **Name:** Board & Commission Minutes  
**Type:** Minutes      **Status:** Approved  
**File created:** 2/19/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Acknowledge minutes for Boards & Commissions.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [September 26, 2013 Library Board Special Meeting](#)  
[January 8, 2014 Library Board](#)  
[October 9, 2013 Civic Center-Park & Rec Board](#)

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

Acknowledge minutes for Boards & Commissions.

Grand Rapids Area Library Board  
Special Meeting  
September 26, 4:30 pm 2013

**Members Present:** John Soll, Shannon Benolken, , David Yankowiak, Abby Kuschel, Jean MacDonell, Mary Helen Haarklau

Members Absent: Max Peters, Jemma Baker, Dennis Jerome

Staff Present: Director Marcia Anderson

The special board meeting was called to order at 4:30 PM by Shannon Benolken.

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

**B. Approve Payment of late bills** as listed below:

Abby Kuschel moved to approve the agenda. Second by John Soll. Motion passed unanimously on a roll call vote.

*“Approve Payment of Bills as listed below:*

*Abby Kuschel moved to approve Payment of bills as listed below. Second by John Soll. Motion passed unanimously on a roll call vote. “*

**C. Consent Agenda:**

1. Approve payment of late bills

- |  |                              |
|--|------------------------------|
| a. Carquest: paint for sunflower poles   | \$310.19 (sales tax removed) |
| b. Unique Management: August Collections | \$286.40                     |
| c. Mike Russell: Carpet Cleaning         | \$520.00                     |
| d. EBSCO : magazine renewals             | \$6,859.58                   |
| EBSCO credit statement                   |                              |

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

The special board meeting was adjourned at 4:35 PM by Shannon Benolken



**Financial Report:**

Library Bill List for September  
Invoices due on or before September 11, 2013

Amazon.com	36.98
Ameripride Linen and Apparel	34.60
Baker and Taylor Inc.	1,303.64
Blue Cross and Blue Shield of MN	4,138.00
Busy Bees Quality Cleaning	1,700.00
CDW Government Inc.	57.44
Computer Enterprises	7,865.00
Delta Dental of Minnesota	238.45
Fidelity Security Life Ins. Co.	11.27
Grand Rapids Arts	25.00
Grand Rapids City Payroll	35,164.02
Grand Rapids Newspapers Inc.	60.00
Junior Library Guild	28.00
Lincoln National Life	90.70
Media Working Group Inc.	25.99
Minnesota Energy Resources	35.00
Minnesota Sales and Use Tax	53.69
Nextera Communication LLC	98.94
Northern Business Products Inc.	344.94
Paul Bunyan Communications	254.21
Personnel Dynamics LLC	126.92
Pioneer Mutual Life Ins. Co.	20.50
Pizza Works	11.99
P.U.C	3,977.50
QA Graphics Inc.	2,061.00
Rapid Pest Control Inc.	80
Sammy's Pizza	39.14
Sim Supply Inc.	66.47
The Village Book Store	37.54
Two Little Hands Productions	629.95
Verizon Wireless	62.65
Viking Electronic Supply Inc.	456.28
Visa	53.00
Waste Management	117.19
Xerox Corporation	27.73
<b>Total All Vendors</b>	<b>59,333.73</b>

**Grand Rapids Area Library  
Regular Board Meeting  
January 8, 2014**

**Members Present:** John Soll, Jean MacDonell, Max Peters, Shannon Benolken, David Yankowiak, Abby Kuschel, and Dennis Jerome

**Members Absent:** Mary Helen Haarklau

**Staff Present:** Director Marcia Anderson

Eric Scott was a guest at this meeting. Eric is the IT Director for the City, and his department supports at the library, responsible for the planning, development, and implementation of infrastructure and other important elements that contribute to the library's condition. He came to the meeting to explain why the library needs to purchase 2 new network switches.

The monthly board meeting was called to order at 5:00 PM by Dennis Jerome.

**Agenda:** Shannon Benolken moved to approve the agenda. A second was made by David Yankowiak. The motion passed unanimously.

*Election of Officers:* John Soll moved to approve the current slate of officers: Dennis Jerome, President, Shannon Benolken, Vice president, and Abby Kuschel Secretary. A second was made by Abby Kuschel. The motion passed unanimously

*Standing Committees:* John Soll moved to approve that the standing committees continue their present structure. A second was made by Jean MacDonell. The motion passed unanimously. John Soll also mentioned that if there was a member of the board who was interested in his position as the Liaison to the Program Committee then he/she was welcome to have it. Nobody was interested, so John will resume his position. Jean MacDonell also mentioned that if there was a member of the board who was interested in her position as the Liaison to the Library Foundation then he/she was welcome to have it. Dennis Jerome will be taking her position.

**Minutes:** Abby Kuschel moved to approve the minutes from the December 11, 2013 board meeting. A second was made by Jean MacDonell. The motion passed unanimously.

**Communications:** None to report.

**Financial Report:** Marcia Anderson noted that she was surprised to see that the library was \$30,000 under for income in 2013. However, the library will be receiving late payments throughout January that will somewhat make up for this loss.

Grand Rapids Area Library Bill List  
Invoices due on/before January 8, 2014

AMAZON.COM	\$175.09
AMERIPRIDE LINEN & APPAREL	33.41
ARROWHEAD LIBRARY SYSTEM	79.63
BAKER & TAYLOR, INC	2,969.82
BLUE CROSS & BLUE SHIELD OF MN	4,699.00
BUSY BEES QUALITY CLEANING	1,700.00
CDW GOVERNMENT INC	1,855.39
CENGAGE LEARNING INC	53.48
COLE HARDWARE INC	108.93
FIDELITY SECURITY LIFE INS CO	11.27
GALE	4,597.00
GARTNER REFRIGERATION CO	2,732.53
GAYLORD BROTHERS	621.86
GRAND RAPIDS CITY PAYROLL	35,936.91
HASHI SHAFI	500.00
HENRIKSEN, BONNIE	51.74
LEARNING OPPORTUNITIES INC	72.90
MINNESOTA ENERGY RESOURCES	674.05
NARDINI FIRE EQUIPMENT CO. INC	225.00
NEXTERA COMMUNICATIONS LLC	98.48
NORTHERN BUSINESS PRODUCTS INC	75.82
PAUL BUNYAN COMMUNICATIONS	254.21
PERSONNEL DYNAMICS LLC	54.00
PITNEY BOWES	143.34
PIZZA WORKS	9.99
P.U.C.	2,484.54
RECORDED BOOKS	850.00
SIM SUPPLY INC	207.20
TRU NORTH ELECTRIC LLC	148.85
UNIQUE MANAGMENT SERVICES	250.60
VERIZON WIRELESS	122.75
THE VILLAGE BOOK STORE	43.17
VISA	794.76
WASTE MANAGEMENT	248.24
TOTAL ALL VENDORS	\$62,883.96

John Soll moved to approve the financial report. A second was made by Jean MacDonell. On a roll call vote the motion passed unanimously.



**Staff Reports:** Marcia Anderson's report mentioned that the Energy Center hasn't been operating for the past few weeks because of the extreme cold. Once the temperature rises above zero (January/February) it will be able to operate again. Director Anderson's report also noted that the library could not get the new lights for the pendant lights by the end of 2013. It is expected that the lights will be replaced in January or February. Her report also mentioned that the library's new website will be live soon. Users will be directed from the old website to the new one. Lastly, her report noted that circulation has been down about 1-2 percentage points from the previous year.

### **Old Business:**

*Nominations for New Board Member:* Janet Neurauter will fill out an application and submit it soon. She's very excited to be on the board, and will be ready to begin by February.

### **New Business:**

*Consent Agenda:*

#### **1. Approve payment of late bills**

- a. Unique management \$259.55
- b. Xerox \$68.33
- c. Itasca Area Schools \$1,160.00 (Saturday story time)
- d. Hawkinson Redi-Mix \$150.00
- e. Baker & Taylor \$243.68

#### **2. Approve contracts**

#### **3. Approve Resolution 2014-01 Accepting Donations**

\$100 Ken and Barb Sanderson for materials in memory of Breck Leistman  
Subscription to Mother Jones Magazine Jackie Dowell

Shannon Benolken moved to approve the consent agenda. A second was made by David Yankowiak. On a roll call vote the motion passed unanimously.

**Regular Agenda:** Jean MacDonell moved to approve the acceptance of the low quote from Works Computing for the purchase of 2 network switches and support and moved to authorize the payment of \$4,412.00. A second was made by Max Peters. On a roll call vote the motion passed unanimously.

The monthly board meeting was adjourned at 5:52 PM by Dennis Jerome.



**CIVIC CENTER AND PARKS AND RECREATION ADVISORY BOARD**  
**Regular Monthly Meeting**  
**October 9, 2013**

The IRA Civic Center and Park and Recreation Advisory Board held its regular monthly meeting on Wednesday, October 9, 2013 at the IRA Civic Center.

**I. CALL TO ORDER**

**Board Members Present:** Lilah Crowe, Melanie DeBay, Tina Glorvigen, Brad Hyduke, Justin Lamppa

**Board Members Absent:** Peter Miskovich, Steve Oleheiser, Barb Sanderson and Kim Smith

**Staff Present:** Dale Anderson and Sara Holum

**Visitors:**

**II. FINANCIAL REPORTS**

No discussion. Dale to email out financials on Thursday for the year to date and proposed 2014 budgets.

**III. MINUTES**

The minutes from the last regular meeting held on July 10, 2013 were presented to the board.

**A motion was made by Hyduke and second by Crowe to accept the July 10, 2013 minutes as presented.**

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

**IV. SETTING THE AGENDA**

No items were added for discussion.

**V. OLD BUSINESS**

There was a brief discussion on the Bill Baker and Alex Goligoski banners that are now displayed in the lower lobby. We are waiting on three more to be completed: Jon Casey, Don Lucia and Chris Marinucci.

**VI. NEW BUSINESS**

John Powers of Applied Insights North attended the meeting and there were discussions regarding the outcomes of the two public meetings from August 21 and September 18. Attached are copies of the information discussed:

1. Public Input Session #1 Notes.
2. Public Input Session #2 Notes.

3. Updating the Grand Rapids Parks and Trails Master Plan
4. Strategic Directions [First Principles]
5. Updating the Grand Rapids Parks and Trails Review of Possible Actions

### **STAFF REPORT**

No report.

### **CORRESPONDENCE**

Nothing to report.

**A motion was made by Glorvigen and second by DeBay adjourn.**

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

There being no further business, the meeting was adjourned.

Respectfully submitted: Sara L. Holum



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

---

**File #:** 14-0247      **Version:** 1      **Name:** Department Head Report  
**Type:** Agenda Item      **Status:** Department Head Report  
**File created:** 2/20/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Housing & Redevelopment Authority ~ Jerry Culliton  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [HRA Dept Head Report](#)

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

Housing & Redevelopment Authority ~ Jerry Culliton

**Housing and Redevelopment Authority  
of Grand Rapids, Minnesota**

411 Seventh Street NW  
Grand Rapids, MN 55744  
Telephone: (218) 326-9515  
Fax: (218) 326-5019



February 20, 2014

To: Grand Rapids City Council

From: Jerry Culliton, Grand Rapids HRA

RE: HRA Updates and Developments

The GRHRA has basically three components. They are the "public" housing located at 411 NW 7<sup>th</sup> Street and 401 River Road, which are subsidized one bedroom apartments, with rents based on 30% of your adjusted gross income, which contain 92 units, in two separate buildings. We also own and operate Crystal Lake Town Homes which contain 6 buildings, with 48 total units which are 24 two bedroom, and 24 three bedroom units. This complex is a project based section 8 complex, again with 30 % of your adjusted gross income used for determining your rent for that facility. Forest Park West and Lakeshore Place contain 96 units in four separate buildings, and are one, two and three bedroom units with garages, as well as balconies.

Forest Park West and Lakeshore Place are affordable/ moderate rate rental housing complexes. We have 16 years remaining on the outstanding principal that financed the four buildings, two facilities, with a yearly debt service of approximately \$326,875. This amount includes the principal and interest yearly. Crystal Lake Town homes have a first and second mortgage on the property for 30 years. The second mortgage is for 30 years at 0%, and the first mortgage is for 30 years at 6.5%, with a starting principal balance of 1,555,383, and monthly payments of approximately \$9,345.00. The two "public" buildings do not carry a mortgage, and the GRHRA own them in their entirety.

We were notified that we are eligible in applying for and obtaining Capital Fund Improvement money for fiscal year "2014". We are completing the steps for fiscal year "2014" capital funds, but will not know this amount for a several more months. These funds will be placed towards "public housing" building improvements only. These funds are used strictly for modernization and building improvements. They are only used for the "public" subsidized housing portion of the GRHRA, and are not part of our routine monthly operations. The capital funds **are not** part of any funding for Crystal Lake Town Homes, Forest Park West or Lakeshore Place. This money is used to maintain our two "public housing" buildings in proper condition.



We did a roof construction remodel project this past year at the 411 building and 401 River Road building. The roof was replaced at the "411" building as well as the venting of the attic. There was also additional venting and insulation upgrades done at the "401" River Road building.

In order to be eligible for these funds the GRHRA must write yearly, and have approved, a five year agency plan. The buildings are also inspected by an independent third party and must pass that inspection. Thirdly, we must pass financially, and we are starting that process by submitting our un-audited financial information by February 28th. Once our CPA audits are completed, around June, we will then submit our official audited information, which the Federal Government then reviews and grades, which finishes the audit process. We also must submit, and are in the process of submitting, our Management Assessment Information. After passing these criteria, we are then eligible for funding of Capital Funds on the monies appropriated, and approved by the Federal Government for that particular fiscal year.

Our un-audited findings for fiscal year "2013" just ended, show that the GRHRA which handles four separate funds operated in positive numbers for all funds. The "General Fund" showed a year-end balance of \$10,973, the "Public Housing Fund" showed a year end net income of \$116,975 excluding depreciation expense, Crystal Lake Townhomes showed a year end net income of \$90,502 not including complete principal and interest payments due to final closing, Forest Park West and Lake Shore Place showed a year end net income of \$221,071. Therefore, the GRHRA continues to operate in positive numbers for all four funds, without levying a tax to the business community, and residential taxpayers in the City of Grand Rapids.

We would also like to note that the GRHRA contributes to the property tax base of Grand Rapids, and in "2013" we paid our property tax PILOT payment, "payment in lieu of taxes" in the amount of \$85,107. This payment is forwarded to the Itasca County Auditor in October, and they then distribute proportionally to the representative districts.

I shall be attending the February 24, 2014 meeting to answer any questions that the Grand Rapids City Council may have pertaining to the GRHRA.

Respectfully Submitted,



Jerry Culliton  
GRHRA

Enclosures: None



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

---

**File #:** 14-0230      **Version:** 1      **Name:** Hernesman Land Sale  
**Type:** Agenda Item      **Status:** Community Development  
**File created:** 2/17/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Consider approving the sale of City parcels 91-425-1320 and 91-425-2030 to Hernesman Brothers Partnership  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Hernesman Sale deeds.pdf](#)

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

Consider approving the sale of City parcels 91-425-1320 and 91-425-2030 to Hernesman Brothers Partnership

**Background Information:**

Hernesman Brothers Partnership has submitted an offer to purchase a 20' wide x 340' deep strip of City owned property that extends north and south through their business location at 710 NE 4th St. The Hernesmans have submitted an offer of \$2,000 for the purchase of parcels 91-425-1320 and 91-425-2030, which would allow for the westward expansion of the Ray's Sport & Marine store at a point in the future. Because of its narrow configuration, it is thought that at some point in the past the City may have felt there would be a need for an alleyway through this block, a situation that has not developed and isn't any longer anticipated. This narrow parcel is not a developable property on its own, yet, in combination with the parcels already owned by the Hernesmans, it will allow for further development of the City's tax base.

**Staff Recommendation:**

Pass a motion approving the sale of City parcels 91-425-1320 and 91-425-2030 to Hernesman Brothers Partnership for a sale price of \$2,000.

**Requested City Council Action**

Consider approving the sale of City parcels 91-425-1320 and 91-425-2030 to Hernesman Brothers Partnership for a sale price of \$2,000, and authorize the Mayor and City Administrator's execution of necessary documents.

(Top 3 inches reserved for recording data)

M/D 1894 Miller/Davis Company - millerdavis.com

QUIT CLAIM DEED  
Business Entity to Business Entity

Minnesota Uniform Conveyancing Blanks  
Form 10.3.5 (2011)

DEED TAX DUE: \$ 6.60

DATE: \_\_\_\_\_  
(month/day/year)

FOR VALUABLE CONSIDERATION, the City of Grand Rapids  
(insert name of Grantor)

a municipal corporation under the laws of the State of Minnesota ("Grantor"),  
hereby conveys and quitclaims to Hernesman Brothers Partnership  
(insert name of Grantee)

a Partnership under the laws of the State of Minnesota ("Grantee"),  
real property in Itasca County, Minnesota, legally described as follows:

The East Twenty (20) feet of Lot Six (6), Block Thirteen (13), and the East Twenty (20) feet of Lot Six (6), Block Twenty (20), and the North 1/2 of Vacated Third Street lying South and Adjacent thereto, THIRD DIVISION OF GRAND RAPIDS

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: \_\_\_\_\_.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

Grantor

\_\_\_\_\_  
(name of Grantor)

By: \_\_\_\_\_  
(signature)

Dale Adams

Its: Mayor  
(type of authority)

By: \_\_\_\_\_  
(signature)

Thomas Pagel

Its: City Administrator  
(type of authority)



State of Minnesota, County of Itasca

This instrument was acknowledged before me on \_\_\_\_\_, by Dale Adams  
(month/day/year) (name of authorized signer)

as Mayor  
(type of authority)

and by Thomas Pagel  
(name of authorized signer)

as City Administrator of the City of Grand Rapids  
(type of authority) (name of Grantor)

(Seal, if any)

\_\_\_\_\_  
(signature of notarial officer)

Title (and Rank): \_\_\_\_\_

My commission expires: \_\_\_\_\_  
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:  
(insert name and address)

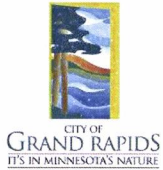
Chad B. Sterle (AIN #288330)  
Sterle Law Office  
502 NW Fifth Ave.  
Grand Rapids, MN 55744  
Telephone: 218.326.9646

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:

(insert legal name and residential or business address of Grantee)

Hernesman Brothers Partnership  
710 Fourth St. NE  
Grand Rapids, MN 55744





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0239      **Version:** 1      **Name:** Resolution to raze structures (1900 NW 5th St.)  
**Type:** Agenda Item      **Status:** Community Development  
**File created:** 2/19/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Consider a resolution ording the razing or removal of structures located upon 1900 NW 5th St.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Resolution to Raze \(Wittstruck\).pdf](#)  
[1900 NW 5th St. 1.JPG](#)  
[1900 NW 5th St. 2.JPG](#)

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

Consider a resolution ording the razing or removal of structures located upon 1900 NW 5th St.

### **Background Information:**

In response to a fire call concerning a residence at 1900 NW 5th St. being filled with smoke, Travis Cole (Building Official) and Nate Morlan (Building/Fire Inspecture) observed the hazardous condition of the exterior and interior of the home. Because of the numerous hazards, the family found alternative housing arrangements. As a result of this situation Mr. Cole and Mr. Morlan, soon after, returned to do a follow-up inspection and posted the structure as un-inhabitable. On January 2, 2014, the owner was formally notified by certified mail to either raze or remove the structures at that location. The Building Safety Division's inspection summary listed the following existing structure conditions leading to our determination that the structures met the definition of a hazardous structure under the Minnesota State Statute 463.15 to 463.26:

1. The buildings are found to be hazardous due to dilapidation taking place due to lack of maintenance and abandonment, and are so old, dilapidated and out of repair as to be dangerous, unsafe and otherwise unfit for human habitation or occupancy.
2. The exterior properties and premises have not been maintained in a clean, safe and sanitary condition.
3. The accessory structures have not been maintained in good repair and are structurally unsound.
4. One or more motor vehicles are in a state of major disassembly/disrepair.
5. The structural members are deteriorating such that they are not capable of safely supporting the imposed dead and live load.
6. The foundation walls have open cracks and breaks to permit the entry of rodents and other pests.
7. The roofs and flashings are in such disrepair as to admit rain.
8. The windows, skylights, doors and frames have not been maintained in good condition and are not weather tight.
9. There is rubbish and garbage accumulating around the exterior and interior.
10. The kitchen sinks, lavatories, laundry facilities, bathtubs and showers are not supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.
11. The plumbing fixtures have not been maintained in a safe, sanitary and functional order and are not capable of performing the function for which they are designed.
12. The dwellings are incapable of maintaining a room temperature of 68F in all habitable rooms based on the

winter outdoor design temperature for the locality as indicated in Appendix D of the International Plumbing Code.

13. The mechanical appliances have not been maintained in a safe working condition and are incapable of performing their intended function.
14. The electrical systems constitutes a hazard to the occupants or structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage.

To date, the property owner has not applied for a building permit to either raze or repair the structures.

The next step in rectifying this situation is the adoption of the attached resolution to order the razing of the structure. Within this action, the property owner still has the ability to commence with removal or repair of the building, on their own accord, within 20 days of receiving notice of this order and if commenced within 20 days, the removal must be complete within 60 days. If no action is taken within these timeframes, the City will move the District Court of Itasca County for summary enforcement of the order and all costs incurred by the City in the demolition would be assessed against the property.

**Requested City Council Action**

Consider a resolution ording the razing or removal of structures located upon 1900 NW 5th St.



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

**GRAND RAPIDS RESOLUTION 13-\_\_**  
**ORDER TO RAZE OR REMOVE STRUCTURES LOCATED UPON**  
**1900 NW FIFTH STREET, GRAND RAPIDS, MINNESOTA**

WHEREAS, the City of Grand Rapids is a governing body entitled to order the owner of any hazardous building to raze or remove the building.

WHEREAS, under Minnesota Statute 463.15, a hazardous building or property means any building or property which, because of inadequate maintenance, dilapidation, physical damage, unsanitary conditions, or abandonment constitutes a fire hazard to public safety or health.

WHEREAS, the owners of record of structures and property legally described as: Lots Twelve (12) and Thirteen (13) of block Two (2), HUNTLEY ADDITION TO GRAND RAPIDS, according to the map or plat thereof on file and of record in the office of the Register of Deeds, Itasca County, Minnesota (also known as 1900 N.W. Fifth Street, Grand Rapids, Minnesota), are Dennis E. Wittstruck and Diana F. Wittstruck. The property contained two (2) principle structures and four (4) accessory "shed" buildings, in addition to an old building foundation.

WHEREAS, the City finds the buildings upon the premises to be hazardous and to constitute a fire hazard and a hazard to public safety and health, as outlined below:

1. The buildings are found to be hazardous due to dilapidation taking place due to lack of maintenance and abandonment, and are so old, dilapidated and out of repair as to be dangerous, unsafe and otherwise unfit for human habitation or occupancy.
2. The exterior property and premises has not been maintained in a clean, safe and sanitary condition and includes numerous old vehicles, mowers, small engine parts, garbage and miscellaneous materials.
3. The accessory structures have not been maintained in good repair and are structurally unsound.
4. One or more motor vehicles are in a state of major disassembly/disrepair.
5. The structural members are deteriorating such that they are not capable of safely supporting the imposed dead and live load.
6. The foundation walls have open cracks and breaks to permit the entry of rodents and other pests.

7. The roof and flashing is in such disrepair as to admit rain.
8. The windows, skylights, doors and frames have not been maintained in good condition and are not weather tight.
9. There is rubbish and garbage accumulating around the exterior and interior.
10. The kitchen sinks, lavatories, laundry facilities, bathtubs and showers are not supplied with hot or tempered and cold running water in accordance with the International Plumbing Code.
11. The plumbing fixtures have not been maintained in a safe, sanitary and functional order and are not capable of performing the function for which they are designed.
12. The dwellings are incapable of maintaining a room temperature of 68F in all habitable rooms based on the winter outdoor design temperature for the locality as indicated in Appendix D of the International Plumbing Code.
13. The mechanical appliances have not been maintained in a safe working condition and are incapable of performing their intended function.
14. The electrical system constitutes a hazard to the occupants or structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage.

WHEREAS, the City has given the owner of this property notice on January 2, 2014, to clean and repair premises and bring it to a condition where it no longer poses a danger and has met with no action by the owner.

WHEREAS, pursuant to the above-stated facts and in accordance with Minnesota Statutes, Sections 463.15 to 463.26, the Grand Rapids City Council hereby Orders that the owners of record of said hazardous buildings raze or remove the buildings, or within the time allotted, make repairs to the same described above.

WHEREAS, it is further Ordered that unless action is commenced to raze or remove the buildings within twenty (20) days after service of this Order and completed within sixty (60) days of such service, or unless such repairs are commenced within twenty (20) days after service of this Order and completed within sixty (60) days after service, or answer served upon the City of Grand Rapids in the manner provided for the service of answer in a civil action within twenty (20) days from the date of service of this Order, then the City of Grand Rapids will move the District Court of Itasca County for summary enforcement of this Order.

BE IT RESOLVED that the Council further Orders that if the City is compelled to take any corrective action herein, all necessary costs expended by the City will be assessed against the real estate concerned and collected in accordance with Minnesota Statutes as required by law.



BE IT FURTHER RESOLVED that the owners be served a copy of this Order, and the owners shall have to take the following action:

1. Remove or raze the buildings presently upon the property indicated above.

Failure to comply with or answer this Order as required by Minnesota Statute 463.18 will result in the City of Grand Rapids filing a Motion for Summary Enforcement of this Order in the District Court, Itasca County, Minnesota. The owners shall have twenty days from the date of service of this Order to answer specifically and deny such facts contained in this Order if any are in dispute.

Adopted by the Council this \_\_\_\_ day of \_\_\_\_\_, 2014.

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

ATTEST:

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

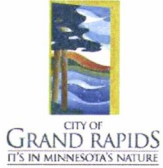












# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0242      **Version:** 2      **Name:** Housing Study Contribution  
**Type:** Agenda Item      **Status:** Community Development  
**File created:** 2/19/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Consider authorizing a financial contribution of \$3,010.00 toward the collaborative funding of a housing study for the Grand Rapids Area  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Letter from Itasca County Housing Institute Team.pdf](#)

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

Consider authorizing a financial contribution of \$3,010.00 toward the collaborative funding of a housing study for the Grand Rapids Area

### **Background Information:**

A collaboration of area entities interested in affordable area housing, including: Itasca County HRA, Kootasca, Northland Counseling Center, Grace House, Itasca County Health and Human Services, Itasca County Probation, and Grace House have formed as the Itasca County Housing Institute Team with support from the Minnesota Housing Partnership. The Housing Institute Team, in pursuit of their goal of developing transitional housing in the area, has recognized the need for an updated Housing Study for the Grand Rapids area, a study which was last updated in 2003.

The Housing Institute Team sought proposals and has selected Maxfield Research to prepare the new housing study, the total cost of which is \$24,610. The Team has received grants from the Blandin Foundation, the Northland Foundation and the Minnesota Housing Partnership totaling 20,000. In addition to their in-kind contribution, the Team will contribute a cash donation of \$1,600. Within the attached letter, the Team is requesting a donation of \$3,010 from the City to fund the balance of the remaining cost of the study.

From staff's perspective, the information provided by an updated study would be valuable in the City's efforts in attracting private investment interest in the creation of both affordable and market rate housing development. The information would also provide an accurate picture of the current housing needs in the community, particularly useful when the City Council is considering the use of public financial incentives in the attraction of that investment.

The City Administrator has presented a request to the Grand Rapids HRA to cost share in the requested contribution. The HRA has not yet responded. The Community Development Department requests authorization of an expenditure for the full amount of the requested contribution at this time, which would be reduced if the Grand Rapids HRA agrees to contribute. Although this is not a budgeted item for the Community Development Department, the opportunity to benefit from a new housing study at a very low cost is one that staff feels should be taken advantage of.

### **Requested City Council Action**

Consider authorizing a financial contribution of \$3,010.00 toward the collaborative funding of a housing study for the Grand Rapids Area





January 29, 2014

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

Dear Rob:

In early 2013 a collaboration of partners interested in affordable housing applied to the Minnesota Housing Partnership (MHP) to be part of a Housing Institute process. Our team was selected and we have since participated in trainings, meetings, research, and work related to affordable housing in the Itasca County area. Members of our team include: Grace House, Itasca County Probation, Itasca County Health & Human Services, Itasca County HRA, Kootasca, MN Dept. of Corrections, and Northland Counseling Center.

Through our collaborative work, the need for an updated comprehensive Housing Study for the Grand Rapids area became apparent. In December an RFP was sent out to firms that conduct these studies. In January, Maxfield Research Group was selected to conduct the study which is the firm that conducted the last Housing Study in 2003 for the City of Grand Rapids. The total cost of the study is \$24,610.00. The Itasca County Housing Institute Team wrote grants and raised \$20,000.00 towards this cost from the Blandin Foundation (\$5,000), Northland Foundation (\$5,000) and MHP (\$10,000).

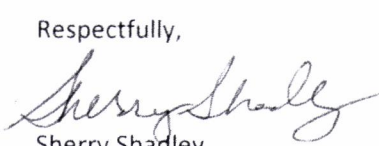
In addition to an approximate \$7,000.00 in-kind donation from team members, the team has agreed to contribute \$1,600.00 towards the study. In total \$21,600.00 has been raised, leaving a balance of \$3,010.00. We are seeking a financial contribution from the City of Grand Rapids for the \$3,010.00. In addition we are asking for assistance from the Community Development Department for some GIS mapping information that will assist Maxfield Research Group.

Maxfield Research Group is a reputable firm and we believe they will conduct a study that will examine demographic and economic factors, current housing market conditions, and will determine the market potential for developing additional housing products in Grand Rapids. The City of Grand Rapids will greatly benefit with the research done in this housing study

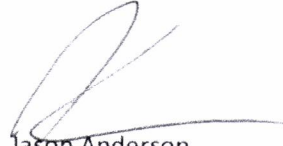
CREATING AFFORDABLE HOUSING OPPORTUNITIES

Thank you for your consideration of this request. Should you require any further information, please do not hesitate to contact any one of the Housing Institute Partners listed below.

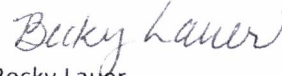
Respectfully,




Sherry Shadley  
Grace House



Jason Anderson  
Itasca County Probation



Becky Lauer  
Itasca County Health & Human Services



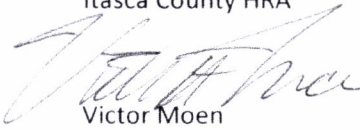
Diane R. Larson  
Itasca County HRA



Dana Herschbach  
Kootasca



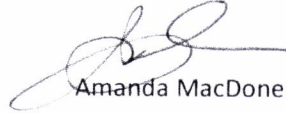
Audrey Moen  
Northland Counseling Center



Victor Moen  
MN Dept. of Corrections



Lorna Mix  
Northland Counseling Center



Amanda MacDonell  
Itasca County HRA



Isaac Meyer  
Kootasca

Cc: Tom Pagel, Grand Rapids City Administrator



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0233      **Version:** 1      **Name:** Consider accepting bid from Mediacom to install cable internet service at the Itasca Calvary Cemetery.

**Type:** Agenda Item      **Status:** Information Technology

**File created:** 2/19/2014      **In control:** City Council

**On agenda:** 2/24/2014      **Final action:**

**Title:** Consider accepting bid from Mediacom to install cable internet service at the Itasca Calvary Cemetery.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

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

Consider accepting bid from Mediacom to install cable internet service at the Itasca Calvary Cemetery.

### **Background Information:**

With new technology tools having been developed to assist Cemetery operations, there is a need to install a computer and network connection. The IT Department approached engineers at both Mediacom and Paul Bunyan to request quotes on the installation of an internet connection. Paul Bunyan declined to bid. Mediacom surveyed the site and returned a quote for construction at a total of \$3832.77. They agreed that, with a signed 36 month contract for internet services, they would contribute \$1282.77 towards construction, leaving the City's construction cost at \$2550.00 and \$69.95/month for 36 months for internet service.

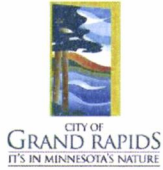
### **Staff Recommendation:**

Staff recommends the consideration to accept the bid from Mediacom to install cable internet service at the Itasca Calvary Cemetery.

### **Requested City Council Action**

Consider accepting bid from Mediacom to install cable internet service at the Itasca Calvary Cemetery at a construction cost of \$2550.00 and authorize the Mayor to sign a 36 month contract at \$69.95/month for internet services.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0227      **Version:** 1      **Name:** Request by the police department to purchase seven Digital-Ally body camera's and 1 VuVault Server Software DVD.

**Type:** Agenda Item      **Status:** Police

**File created:** 2/13/2014      **In control:** City Council

**On agenda:** 2/24/2014      **Final action:**

**Title:** Request by the police department to purchase seven Digital-Ally body camera's and 1 VuVault Server Software DVD.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Body Cam](#)

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

Request by the police department to purchase seven Digital-Ally body camera's and 1 VuVault Server Software DVD.

### **Background Information:**

At the request of patrol officers, the police department for the past few months has been demoing several different types of body camera's. At the conclusion of the testing period, officers concluded that the Digital-Ally First Vu camera was the best camera that suited their needs.

The police department feels there is a direct benefit of the use of video in law enforcement. Numerous studies and polls have shown the power of video. For instance, 82% of drunk driving offenders have been shown to plead no contest and filed complaints against officers are reduced 97% upon learning of video evidence. When available, video has been found to vindicate officers 99.1% of the time.

With this knowledge and a greater understanding of how the systems work, officer acceptance of video has also increased. The cost for seven cameras and one software DVD is \$8,020.00. The police department intends to purchase these cameras with funds from the 2014 budget and the police forfeiture fund.

### **Staff Recommendation:**

It is the recommendation of the police department to purchase the above mentioned cameras and DVD.

### **Requested City Council Action**

Please consider authorizing the police department to purchase seven body cameras and one software DVD from Digital-Ally in the amount of \$8,020.00 with funding from the 2014 police budget and police forfeiture fund.





Quote	QUO-07584-K4N3S1
Date	2/4/2014
Page	1

9705 Loiret Blvd.  
Lenexa, KS 66219

**End User:**

Grand Rapids Police Department  
Chief Jlm Denny  
420 N Pokegama Ave  
Grand Rapids, MN 55744

Customer ID	Salesperson	Shipping Method	Payment Terms	Created By	Quote Valid	
GRAMN0	CH2	UPS GROUND	Net 30	Chris Hartl	90 Days	
Ordered	Item Number	Description	Retail Price	Item Discount	Discount	Ext. Price
7	001-00203-00	FirstVu HD Complete Kit	\$995.00	\$0.00		\$6,965.00
1	860-00152-00	VuVault Server Software DVD	\$1595.00	\$600.00	\$600.00	\$995.00

Notes:

Total Discount	\$600.00
Subtotal	\$7,960.00
Misc	
Tax	\$0.00
Freight	\$60.00
<b>Total</b>	<b>\$8,020.00</b>

Thank you for your interest!

If you would like to place an order, please contact Digital Ally or your local rep.

**TERMS OF SALE**

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("**Digital Ally**") will be governed by the following terms of sale ("**Terms**"). You will be referred to throughout these Terms as "**you**".

**TERMS OF SALE**

Your purchase of goods from Digital Ally, Inc., a Nevada corporation ("**Digital Ally**") will be governed by the following terms of sale

("Terms"). You will be referred to throughout these Terms as "**you**".

**1. Exclusion of Other Terms; Entire Agreement.** Additional or different terms or conditions proposed by you (including any additional or different terms provided in a purchase order) will be void and of no effect unless specifically accepted in writing by Digital Ally. Digital Ally's sales invoice, these Terms, the warranty and any special conditions executed by you and Digital Ally (collectively, the "**Order**") supersedes and cancels all prior communications between us, whether verbal or written, and constitutes the entire agreement between us unless modified in writing and signed by each of us.

**2. Payment.** Payment terms are cash on delivery, except where credit has been established and maintained to Digital Ally's satisfaction. If you have established credit, payment terms are net 30 days from date of shipment. Any invoice that you fail to pay when due will bear interest at the rate of 1-1/2% per month or the highest rate then



Quote	QUO-07584-K4N3S1
Date	2/4/2014
Page	2

permitted by law, whichever is less. You must also reimburse Digital Ally for its costs incurred (including internal administrative expenses and reasonable attorneys' fees) in the collection of your past due invoices.

3. **Security Interest.** Digital Ally retains a security interest in all goods delivered to you and all proceeds until paid in full. You agree, without further consideration, at any time to do or cause to be done, all acts, and to execute and deliver, all such documents as may reasonably be requested in order to protect Digital Ally's security interest in the goods, including the filing of financing statements may be deemed necessary to perfect its security interest.

4. **Taxes.** In addition to the purchase price, you must pay any sales, excise or similar taxes applicable to the transaction, unless you provide Digital Ally with a valid tax exemption certificate. You must pay use taxes, if applicable to the transaction, directly to the appropriate taxing authority.

5. **Shipment.** Digital Ally will use commercially reasonable efforts to comply with your shipping instructions. You must prepay all transportation and insurance charges prior to shipment. Unless otherwise stated by Digital Ally, all shipments will be F.O.B. (free onboard) Digital Ally's manufacturing facility in Grain Valley, Missouri.

6. **Force Majeure.** Digital Ally will not be liable to you for any loss, damage, delay, or failure of delivery resulting from causes that are beyond Digital Ally's reasonable control. DIGITAL ALLY WILL NOT BE LIABLE FOR CONSEQUENTIAL DAMAGES FROM ANY DELAY WHATSOEVER.

7. **Limitation of Liability.** You assume all risk from your purchase and use of the goods. Neither you nor Digital Ally will be liable to the other for any consequential damages, punitive damages, special, incidental or exemplary damages suffered by the other in connection with its performance of its obligations under this Order. DIGITAL ALLY'S AGGREGATE LIABILITY UNDER THIS ORDER WILL NOT EXCEED AMOUNTS PAID BY YOU TO DIGITAL ALLY UNDER THIS ORDER.

8. **Warranty; Limitations on Remedies.** Digital Ally's warranty on the goods provided under the Order is set out in a separate statement, which sets forth the only warranty applicable to the goods sold under this Order. THAT WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES. THERE ARE NO WARRANTIES THAT EXTEND BEYOND DIGITAL ALLY'S WARRANTY STATEMENT. ALL IMPLIED WARRANTIES ARE DISCLAIMED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. YOUR SOLE AND EXCLUSIVE REMEDY FOR A WARRANTY CLAIM WILL BE THE REPAIR OR REPLACEMENT OF THE GOODS.

9. **Indemnity.** You will defend Digital Ally, its managers, agents, employees, successors and assigns, and will pay all damages, losses, costs and expenses, including reasonable attorney's fees, incurred by the indemnified party arising out of, or incidental to, your selection, purchase and use of the goods under this Order. This indemnification will survive the expiration or termination of this Order.

10. **Risk of Loss.** Risk of loss to goods purchased will pass to you at the earlier of the time the goods are (a) duly delivered to the carrier, or (b) duly tendered to you for delivery.

11. **Acceptance; Claims for Shortage or Error.** Delivered goods will be deemed accepted upon the earlier of your formal acceptance of the goods or the expiration of 30 days from receipt. If you discover upon initial inspection that (a) some or all of the goods are defective or (b) do not conform to Digital Ally's warranty, they may be returned to Digital Ally for replacement or a refund of the purchase price. Digital Ally is not responsible for goods lost or damaged in transit. You are solely responsible for filing claims against the carrier for any loss or damage. Digital Ally will furnish all available information and give any other reasonable assistance requested to assist you in filing a claim. Claims for shortages in shipment not chargeable against the carrier will not be considered unless notice is given within 10 days from date of receipt.

12. **Compliance with Laws.** You will comply with all laws and regulations applicable to you, including those dealing





Quote	QUO-07584-K4N3S1
Date	2/4/2014
Page	3

with the purchase and distribution of the products purchased under this Agreement. You will further keep Digital Ally informed of any laws, regulations, governmental orders, or requirements, which affect the ordering, shipment, importation, sale, marketing, or distribution of the Products within your jurisdiction and will, in all cases, refrain from engaging in any activities or conduct, which would cause Digital Ally to be in violation of the laws of any jurisdiction. You agree at all times to comply with all United States laws or regulations, as they may exist from time to time, regarding export licenses or the control or regulation of exportation or re-exportation of products or technical data sold or supplied to you. Without limiting the generality of the foregoing, you specifically agree not to resell any Products purchased under this Agreement to any party, if such a sale would constitute a violation of any laws or regulations of the United States. You represent and warrant that neither you, nor any of its directors or any of its members, managers, officers, employees, or agents is an official agent, or employee of any government or governmental agency or political party. You agree to promptly notify Digital Ally of the occurrence of any event, which would render the foregoing representation and warranty incorrect or misleading. In addition, you will at all times comply with all applicable laws of the United States concerning foreign corrupt practices or which in any manner prohibits the giving of anything of value to any official, agents or employee of any government, governmental agency, political party or any officer, employee, or agent thereof.

13. **Governing Law; Jurisdiction and Venue.** This Order and all disputes arising under this Order are exclusively subject to, governed by, and construed in accordance with the law of the State of Kansas, without regard to rules of conflicts of law. Any action relating to this Order must be brought in state or federal courts located in Johnson County, Kansas, and the parties hereby irrevocably consent to the exclusive jurisdiction of, and venue in such courts.

14. **Prevailing Party's Attorneys' Fees.** In the event of any litigation or arbitration related to this Order, the prevailing party will be entitled to recover from the non-prevailing party, the costs and expenses (including attorneys' fees) reasonably incurred by the prevailing party in connection therewith.

15. **Cancelled Orders and/or Returns.** All cancelled orders and/or product returns may be subject to a 20% restocking fee

## VuVault System Requirements

This is a quick reference guide to qualify on site machines for VuVault compatibility. These include specifications for minimum requirements and recommended machines. Our minimum requirements are higher on VuVault versus VideoManager to avoid issues for now and future released features to the program. **Computers that do not meet these requirements in many cases will work however we cannot guarantee stability or performance and will not support related issues.**

Standalone Software (with or without wireless software)

### Minimum Requirements

- Intel® I-Series Dual Core Processor (2.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify customer)



Quote	QUO-07584-K4N3S1
Date	2/4/2014
Page	4

- DVD+/- RW Drive
- Intel® HD4000 chipset or comparable video card
- 100Mb Network Connection
- USB 2.0 CF/SD Card Reader

**Recommended Specifications**

- Intel® I-Series Quad Core Processor (2.0Ghz or higher)
- 8GB RAM
- Windows 7 Professional Operating System (64-bit)
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer)
- DVD +/- RW Drive
- Nvidia® GeForce 8800GS or comparable video card
- Gigabit Network Connection
- SanDisk USB 2.0 CF/SD Card Reader

**Server Software (with or without wireless software)**

**Minimum Requirements**

- Intel® I-Series Dual Core Processor (2.4Ghz or higher)
- 4GB RAM
- Windows 7 Professional Operating System (32 or 64-bit) or Windows Server 2008
- 40GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- 100Mb Network Connection

**Recommended Specifications**

- Intel® I-Series Quad Core Processor (3.00Ghz or higher)
- 8GB RAM
- Windows Server 2008 R2
- 250GB Free Space (Boot Drive)
- Storage Drive (Qualify Customer) Local NTFS (no FAT32 removable drives or **network drives**)
- Gigabit Network Connection

**Client/Viewer Software**

**Minimum Requirements**

- Intel® I-Series Dual Core Processor (2.0Ghz or higher)
- 2GB RAM
- Windows XP Service Pack 3 or Windows 7 Pro (32 or 64-bit)
- 40GB Free Space (Boot Drive)
- DVD+/- RW
- Intel® HD4000 chipset or comparable video card
- USB 2.0 CF/SD Card Reader
- 100Mb Network Connection

**Recommended Specifications**

- Intel® I-Series Dual Core Processor (3.0Ghz or higher)
- 4GB RAM
- Windows 7 Professional (64-bit)
- 40GB Free Space (Boot Drive)
- DVD+/-RW
- Nvidia® GeForce 8800GS or comparable video card
- SanDisk USB 2.0 CF/SD Card Reader
- Gigabit Network Connection

**Wireless Requirements and Recommendations**





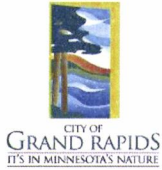
Quote	QUO-07584-K4N3S1
Date	2/4/2014
Page	5

**Minimum Requirements**

- Dedicated Outdoor Business Class Wireless Access Point (802.11n & 2.4Ghz)
- 5 cars transferring simultaneously per Access Point
- WPA-PSK w/TKIP Encryption (WPA2-PSK w/AES preferred)
- DHCP Component (Can be integrated to AP or external)

**Recommended Model Access Points**

- DLINK DAP-3520
- Ubiquiti UniFi Outdoor
- Cisco Aironet 1300 Outdoor



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0235      **Version:** 1      **Name:** Board & Commission Appointments  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 2/19/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Appointments to Boards & Commissions  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Board & Commission Applicants](#)

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

### Appointments to Boards & Commissions

#### **Background Information:**

The Council's By-Laws provide for the orderly appointments to City Boards & Commissions on an annual and as needed basis. Staff has advertised in the Herald Review for Board & Commission vacancies and has also contacted those Board & Commission members that wish to be re-appointed.

Minnesota Statutes authorize the City Council and Mayor to establish Boards & Commissions to advise the City Council and Mayor or to operate some programs and facilities. These Boards and Commissions are for the purpose of facilitating the orderly conduct of City business and to provide an opportunity to receive public input into various functions and programs of the City.

**MAYOR AND COUNCIL APPOINTMENTS:** Appendix C. Mayor and Council discuss candidates for Board & Commission appointments and through a nomination and voting process, determine who the appointees shall be. Planning Commission, Golf Course Board, Human Rights Commission, Grand Rapids Public Utilities Commission, Library Board, Airport Advisory Board and Police Civil Service Commission.

#### Airport Advisory Board:

1 vacancy/1 applicant

Appoint one for 2 year term to expire December 31, 2015

#### Planning Commission:

3 vacancies/3 applicants

Appoint 3 for terms to expire March 1, 2018

#### Golf Course Board:

2 vacancies/2 applicants

Appoint 2 for terms to expire March 1, 2017

#### Human Rights Commission:

3 vacancies/4 applicants

Appoint 3 for terms to expire March 1, 2017

#### Police Civil Service:

1 vacancy/1 applicant  
Appoint 1 for term to expire March 1, 2017

Public Utilities Commission:  
2 vacancies/3 applicants  
Appoint 2 for terms to expire March 1, 2017

MAYOR APPOINTMENTS AND COUNCIL APPROVAL PROCESS: Appendix D. Minnesota Statutes authorizes the Mayor to appoint and the Council to approve membership on various Boards & Commissions created by the Mayor and Council. The Economic Development Authority, Civic Center/Park & Rec Advisory Board, Housing and Redevelopment Authority and Local Board of Appeal & Equalization.

Housing & Redevelopment Authority:  
2 vacancies/3 applicants  
Appoint 2 for terms to expire March 1, 2019

Civic Center/Park & Rec Advisory Board:  
3 vacancies/5 applicants  
Appoint 3 for terms to expire March 1, 2017

**Staff Recommendation:**

Conduct interviews with applicants and make appointments.

**Requested City Council Action**

Appoint members to various Boards & Commissions.



## List of Applicants

### ***Airport Advisory Board: Appoint 1***

1. John Udem

### ***Housing & Redevelopment Authority: Appoint 2***

1. Rick Blake
2. Dave Christy
3. Len Salmela – current

### ***Golf Course Board: Appoint 2***

1. Steve Forneris – current
2. Pat Pollard

### ***Human Rights Commission: Appoint 3***

1. Jackie Dowell – current
2. Darlene Freeman – current
3. Frieda Hall – current
4. Mary Jo Wimmer

### ***Planning Commission: Appoint 1***

1. Charles Burress

### ***Civic Center/Park & Rec Advisory Board: Appoint 3***

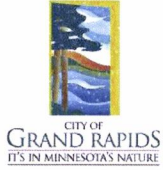
1. Mehgan Bown
2. Brian Carlson
3. Lilah Crowe - current
4. Brad Hyduke - current
5. Peter Miskovich – current

### ***Public Utilities Commission: Appoint 2***

1. Greg Chandler – current
2. Don Evans
3. Steve Welliver – current

### ***Police Civil Services: Appoint 1***

1. Jim Martinetto - current



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 14-0240      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 2/19/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Accept bid to renovate restrooms in City Hall and Fire Hall.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Fire Hall Bathroom bids - 2014](#)

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

Accept bid to renovate restrooms in City Hall and Fire Hall.

**Background Information:**

In an effort to make the bathrooms at City Hall and the Grand Rapids fire hall ADA compliant, we received bids from two local contractors. The bids includes permits, disposal, materials and labor. Bids received were:

Hammerlund Construction Inc.	\$18,000.00
Hawk Construction, Inc.	\$17,300.00

**Staff Recommendation:**

Review bids and accept the low quote from Hawk Construction, Inc.

**Requested City Council Action**

Accept low quote from Hawk Construction, Inc. for City Hall third floor bathroom remodel/Fire Hall bathroom adjustments in the amount of \$17,300.



**1833 West Highway #2  
Grand Rapids, MN 55744**

# Proposal Letter

**DATE:** February 10th, 2014  
**TO:** Ron Edminster  
**FROM:** Zac Preble  
**RE:** GR City Hall Upper Bathroom Remodel/Fire Hall Adjustments

Hawk Construction proposes to do the following as listed below:

Provide all labor and materials per the notes provided by Mr. Edminster and walk through of the upper bathrooms in the GR City Hall, Fire Hall bathroom, and the Coffee Bar for the amount of: **Seventeen Thousand Three Hundred Dollars and 00/100 (\$17,300.00).**

Notes: - Proposal **includes** disposal  
- Proposal **includes** permit  
- Proposal valid for 30 days

\*Proposal includes removal and new toilet partition in men's restroom and removal of existing partition in women's.

Thank you for considering HAWK Construction.

Sincerely,

Zac Preble

Proposal Accepted By:

---





Attn: Ron Edminster

3201 Hwy. 2 West • Grand Rapids, MN 55744  
218-326-1881

PROPOSAL SUBMITTED TO City of Grand Rapids		PHONE 218-326-7600	DATE February 11, 2014
STREET 420 N Pokegama Avenue		JOB NAME ADA Bathroom Improvements	
CITY, STATE AND ZIP CODE Grand Rapids MN 55744		JOB LOCATION	
ARCHITECT	DATE OF PLANS	JOB PHONE	

We hereby submit specifications and estimates for

**Price includes:**

**All Labor and Materials to make ADA Bathroom improvements at the Grand Rapids Fire Hall meeting room and bathrooms located on the third floor of Grand Rapids City Hall.**

**We Propose** hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

**Eighteen Thousand**

**\$18,000.00**

Payment to be made as follows: \_\_\_\_\_ dollars (\$ \_\_\_\_\_ )

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Authorized Signature \_\_\_\_\_

Note: This proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

**Acceptance of Proposal** — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

Signature \_\_\_\_\_



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

---

**File #:** 14-0246      **Version:** 1      **Name:** VERIFIED CLAIM  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 2/20/2014      **In control:** City Council  
**On agenda:** 2/24/2014      **Final action:**  
**Title:** Consider approving the verified claims for the period February 4, 2014 to February 17, 2014 in the total amount of \$487,219.14.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [022414 Bill List.pdf](#)

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

Consider approving the verified claims for the period February 4, 2014 to February 17, 2014 in the total amount of \$487,219.14.

**Requested City Council Action**

Consider approving the verified claims for the period February 4, 2014 to February 17, 2014 in the total amount of \$487,219.14.

CITY OF GRAND RAPIDS COUNCIL BILL LIST - FEBRUARY 24, 2014

DATE: 02/20/2014  
 TIME: 12:23:40  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 02/24/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0920057	ITASCA COUNTY SHERIFFS DEPT	21,606.24
	TOTAL CITY WIDE	21,606.24
ADMINISTRATION		
0400015	D.C.R. COMMUNICATIONS INC	70.00
0612085	FLAHERTY & HOOD	4,380.43
2305711	WESTERN MESABI MINE PLANNING	350.00
	TOTAL ADMINISTRATION	4,800.43
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	25.56
0315455	COLE HARDWARE INC	15.19
0920060	ITASCA COUNTY TREASURER	207.89
1909510	SIM SUPPLY INC	308.63
2209421	VIKING ELECTRIC SUPPLY INC	74.70
	TOTAL BUILDING MAINTENANCE-CITY HALL	631.97
ENGINEERING		
0920060	ITASCA COUNTY TREASURER	39.58
	TOTAL ENGINEERING	39.58
FINANCE		
0300200	CDW GOVERNMENT INC	153.21
1309178	MINNESOTA GFOA	60.00
1309330	MINNESOTA SOCIETY OF CPA'S	259.00
2001750	TAUTGES REDPATH & CO LTD	10,052.79
	TOTAL FINANCE	10,525.00
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	861.50
0221650	BURGGRAF'S ACE HARDWARE INC	130.11
0301666	CARROT-TOP INDUSTRIES INC	69.07
0513233	EMERGENCY AUTOMOTIVE TECH INC	1,245.00
0718211	GREAT PLAINS FIRE INC	46.42
0805350	HEIMAN INC	147.26
0920060	ITASCA COUNTY TREASURER	34.92



CITY OF GRAND RAPIDS COUNCIL BILL LIST - FEBRUARY 24, 2014

DATE: 02/20/2014  
 TIME: 12:23:40  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 02/24/2014

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
1309118	MINNESOTA CHAPTER I.A.A.I.	25.00
1309134	MINNESOTA STATE COMMUNITY	300.00
1909450	SILVERTIP GRAPHICS SIGNS	89.50
1920555	STOKES PRINTING COMPANY	70.00
2209421	VIKING ELECTRIC SUPPLY INC	19.05
2300600	W.P. & R.S. MARS COMPANY	114.60
T000936	KRISTIN K KLINEFELTER	75.00
TOTAL FIRE		3,227.43
INFORMATION TECHNOLOGY		
0300200	CDW GOVERNMENT INC	72.14
TOTAL INFORMATION TECHNOLOGY		72.14
PUBLIC WORKS		
0103325	ACHESON TIRE COMPANY INC	160.00
0121721	AUTO VALUE - GRAND RAPIDS	151.35
0121725	AUTOMOTIVE ELECTRIC SERVICE	34.00
0221650	BURGGRAF'S ACE HARDWARE INC	40.96
0301685	CARQUEST AUTO PARTS	90.09
0315455	COLE HARDWARE INC	113.22
0315472	COMFORT HEATING LLC	180.00
0401804	DAVIS OIL	6,763.75
0801535	HAMMERLUND CONSTRUCTION INC	3,857.14
0920060	ITASCA COUNTY TREASURER	1,103.52
1200500	L&M SUPPLY	373.00
1301213	DAN MARTIN	1,099.00
1301720	MATCO TOOLS	39.38
1309039	MIDWAY REPAIR	64.70
1415484	NORTHERN LIGHTS TRUCK	98.80
1415640	NORTRAX EQUIPMENT COMPANY	467.14
1421155	NUCH'S IN THE CORNER	164.08
1503150	OCCUPATIONAL DEVELOPMENT CTR	3,030.00
1621125	PUBLIC UTILITIES COMMISSION	673.31
2300765	W.W. WALLWORK INC	133.58
2305453	WESCO DISTRIBUTION INC	1,641.50
TOTAL PUBLIC WORKS		20,278.52
FLEET MAINTENANCE		
0121721	AUTO VALUE - GRAND RAPIDS	64.85
0201725	BATTERIES PLUS	53.49

CITY OF GRAND RAPIDS COUNCIL BILL LIST - FEBRUARY 24, 2014

DATE: 02/20/2014  
 TIME: 12:23:40  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 02/24/2014

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	105.11
0315455	COLE HARDWARE INC	103.61
TOTAL FLEET MAINTENANCE		327.06
POLICE		
0118625	ARROW EMBROIDERY	14.95
0221650	BURGGRAF'S ACE HARDWARE INC	6.49
0301685	CARQUEST AUTO PARTS	70.64
0312750	CLUSIAU SALES	93.65
0718021	GRAND RAPIDS GM INC	331.00
0920060	ITASCA COUNTY TREASURER	5,149.65
1801609	RAPIDS TOWING	570.00
2000400	T J TOWING	440.00
2001657	TASER INTERNATIONAL INC	69.95
2114345	UNIFORMS UNLIMITED	224.50
2209421	VIKING ELECTRIC SUPPLY INC	261.60
TOTAL POLICE		7,232.43
GENERAL FUND-LIQUOR/CHART GAMB		
2114345	UNIFORMS UNLIMITED	243.05
TOTAL		243.05
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	120.36
0718010	CITY OF GRAND RAPIDS	8,100.00
1015355	JOHNSON'S LOCK & SAFE INC	159.00
1801610	RAPIDS PLUMBING & HEATING INC	106.50
1909510	SIM SUPPLY INC	89.32
TOTAL		8,575.18
AIRPORT		
0315455	COLE HARDWARE INC	3.00
0315472	COMFORT HEATING LLC	395.00
0415550	DOOR SERVICE INC	195.00
0504825	EDWARDS OIL INC	1,214.00

CITY OF GRAND RAPIDS COUNCIL BILL LIST - FEBRUARY 24, 2014

DATE: 02/20/2014  
 TIME: 12:23:40  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 02/24/2014

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0920060	ITASCA COUNTY TREASURER	223.86
	TOTAL	2,030.86
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	82.50
0116605	APPERTS INC	110.25
0221650	BURGGRAF'S ACE HARDWARE INC	155.34
0315455	COLE HARDWARE INC	42.20
0315495	COMMERCIAL REFRIGERATION	305.00
0315508	COMPUTER ENTERPRISES	79.99
0501656	THE EARTHGRAINS COMPANY INC	51.44
0605670	FERRELLGAS	161.74
0718010	CITY OF GRAND RAPIDS	3,500.00
0718035	GRAND RAPIDS GIRLS FASTPITCH	139.56
0920060	ITASCA COUNTY TREASURER	94.54
1301168	MARKETPLACE FOODS	39.89
1415655	NORVEND INC	160.00
1605611	PEPSI-COLA	1,927.90
1901535	SANDSTROM COMPANY INC	3,359.39
1909510	SIM SUPPLY INC	726.90
2116600	UPPER LAKE FOODS INC	240.15
	TOTAL GENERAL ADMINISTRATION	11,176.79
RECREATION PROGRAMS		
1309495	MINUTEMAN PRESS	505.42
	TOTAL	505.42
STATE HAZ-MAT RESPONSE TEAM		
0920057	ITASCA COUNTY SHERIFFS DEPT	3,064.80
	TOTAL	3,064.80
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	263.14
0401804	DAVIS OIL	1,477.92



CITY OF GRAND RAPIDS COUNCIL BILL LIST - FEBRUARY 24, 2014

DATE: 02/20/2014  
 TIME: 12:23:40  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 02/24/2014

VENDOR #	NAME	AMOUNT DUE
-----		
CEMETERY		
0920060	ITASCA COUNTY TREASURER	59.65
	TOTAL	1,800.71
DOMESTIC ANIMAL CONTROL FAC		
0221650	BURGGRAF'S ACE HARDWARE INC	41.99
0718010	CITY OF GRAND RAPIDS	500.00
0920060	ITASCA COUNTY TREASURER	116.72
	TOTAL	658.71
GENERAL CAPITAL IMPRV PROJECTS		
YMCA ACTIVE LIVING CENTER		
1900225	SEH-RCM	243.00
	TOTAL YMCA ACTIVE LIVING CENTER	243.00
AIRPORT CAPITAL IMPRV PROJECTS		
2011 CIP/GA APRON DESIGN		
2000425	TKDA	1,697.58
	TOTAL 2011 CIP/GA APRON DESIGN	1,697.58
8/10 APRON DESIGN/GA RECONST		
2000425	TKDA	1,115.01
	TOTAL 8/10 APRON DESIGN/GA RECONST	1,115.01
2014 INFRASTRUCTURE BONDS		
2011-2 CRYSTAL LAKE BLVD		
0218115	BRAUN INTERTEC CORPORATION	2,787.00
	TOTAL 2011-2 CRYSTAL LAKE BLVD	2,787.00
PIR-PERMANENT IMPRV REVOLV FND		
2012-12 MIDDLE-MURPHY ROUTES		
1900225	SEH-RCM	1,212.31
	TOTAL 2012-12 MIDDLE-MURPHY ROUTES	1,212.31

CITY OF GRAND RAPIDS COUNCIL BILL LIST - FEBRUARY 24, 2014

DATE: 02/20/2014  
 TIME: 12:23:40  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 02/24/2014

VENDOR #	NAME	AMOUNT DUE
STORM WATER UTILITY		
0401804	DAVIS OIL	3,387.42
0920060	ITASCA COUNTY TREASURER	646.96
1205090	LEAGUE OF MINNESOTA CITIES	760.00
1421155	NUCH'S IN THE CORNER	111.01
1621125	PUBLIC UTILITIES COMMISSION	799.44
	TOTAL	5,704.83

TOTAL UNPAID TO BE APPROVED IN THE SUM OF \$ 109,556.05

CHECKS ISSUED-PRIOR APPROVAL

PRIOR APPROVAL

0114210	D. ANDERSON - CHANGE FUND	3,980.00
0200024	BP	32.36
0212750	BLUE CROSS & BLUE SHIELD OF MN	41,223.00
0212751	BLUE CROSS BLUE SHIELD	85.80
0305530	CENTURYLINK INC	249.92
0315451	CITY OF COLERAINE	522.00
0315454	TRAVIS COLE	924.02
0405200	CITY OF DEER RIVER	876.36
0405537	DENVER CHIROPRACTIC CLINIC	19.16
0409655	TIMOTHY DIRKES	16.00
0601350	FAIRVIEW RANGE	26.84
0605191	FIDELITY SECURITY LIFE INS CO	58.01
0612224	FLEET SERVICES	5,806.34
0717996	GRAND ITASCA CLINIC	126.87
0718015	GRAND RAPIDS CITY PAYROLL	219,786.47
0805358	JACKIE HEINRICH	40.00
0809445	CITY OF HILL CITY	1,150.46
0900060	ICTV	9,722.89
0920055	ITASCA COUNTY RECORDER	138.00
1115643	ADAM KORTEKAAS	467.40
1201402	LAKE COUNTRY POWER	42.82
1209527	JOHN R. LINDER	238.80
1305046	MEDIACOM	11.79
1309098	MINNESOTA DEPT OF ADMN	590.00
1309118	MINNESOTA CHAPTER I.A.A.I.	60.00
1309199	MINNESOTA ENERGY RESOURCES	1,210.68
1309292	MN PEACE OFFICER STANDARDS	315.00
1309332	MN STATE RETIREMENT SYSTEM	1,468.00
1309335	MINNESOTA REVENUE	4,494.58
1315630	ASHLEY MORAN	40.00
1315654	NATHAN MORLAN	101.90
1405550	NEOPOST USA INC	1,000.00
1405850	NEXTERA COMMUNICATIONS LLC	449.44
1503151	OCCUPATION DEVELOPMENT CENTER	41.50
1516220	OPERATING ENGINEERS LOCAL #49	30,732.00

DATE: 02/20/2014  
 TIME: 12:23:40  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 02/24/2014

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1518725	ORTHOPAEDIC ASSOC OF DULUTH PA	288.24
1601750	PAUL BUNYAN COMMUNICATIONS	275.16
1621130	P.U.C.	29,329.71
1901325	ST CLOUD STATE UNIVERSITY	79.00
1913344	HEATH SMITH	80.00
2205637	VERIZON WIRELESS	2,001.85
2209665	VISA	2,812.77
2209705	VISIT GRAND RAPIDS	14,850.06
2309452	JEFF ERIK WILSON	40.00
2405650	XEROX CORPORATION	20.19
T000871	KENNETH WAGNER	949.48
T000938	ROBERT E & KYLA WARD JR	402.58
T000939	ROBERT E WARD	485.64

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF \$ 377,663.09

TOTAL ALL DEPARTMENTS 487,219.14