



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, October 28, 2013

5:00 PM

City Hall Council Chambers

AMENDED ~ October 25, 2013

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, October 28, 2013 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.

PUBLIC FORUM

5:05 PM COUNCIL REPORTS

5:10 PM APPROVAL OF MINUTES

13-0644 Approve Council minutes for Tuesday, October 15, 2013 Regular meeting.

Attachments: [October 15, 2013 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. **13-0583** Consider adopting a resolution approving a request from property owner of Parcel Identification Number 91-600-0130 to defer assessments for City Project 2010-2 City Wide Overlays in the amount of \$1,175.00 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

Attachments: [Assessment Deferral 91-600-0130.pdf](#)

2. **13-0584** Consider adopting a resolution approving a request from property owner of Parcel Identification Number 91-580-1220 to defer assessments for City Project 2010-2 City

Wide Overlays in the amount of \$1,757.22 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

Attachments: [Assessment Deferral 91-580-1220.pdf](#)

3. [13-0607](#) Consider adopting a resolution approving a \$49,715 transfer from the Enterprise Fund-Storm Water Utility and a \$49,715 transfer from the Capital Project Fund-Municipal State Aid to the Capital Equipment Replacement Fund for the purchase of the WK800 SnowGo Snowblower.
Attachments: [2013 Op transfer SWU and MSAS.pdf](#)
4. [13-0609](#) Consider adopting a resolution approving a request from property owner of Parcel Identification Number 91-410-7140 to defer assessments for City Project 2004-3 Pokegama Ave 4th Street SW/SE (2nd Ave SW to 7th Ave SE) in the amount of \$1,260.01 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.
Attachments: [Assessment Deferral 91-410-7140.pdf](#)
5. [13-0631](#) Adopt a resolution to accept donations to the Fire Department for Prevention and Education
Attachments: [FD Prevention Ed Donations](#)
6. [13-0633](#) Request by the police department to accept a federal grant to purchase bulletproof vests.
Attachments: [PD Bulletproof Vest Grant](#)
[PD Bulletproof Vest Grant](#)
7. [13-0634](#) Consider authorizing the City Engineer to submit the MS4 SWPPP Application for Reauthorization form electronically via email to the MPCA staff by October 31, 2013.
Attachments: [10-28-13 2013 MS4 Reissuance](#)
8. [13-0639](#) Consider authorizing the Public Works Department's request to auction a vehicle and other miscellaneous items on "Do.Bid.com".
Attachments: [2013 10-28 Auction Items List](#)
9. [13-0640](#) Hire temporary employees for Park & Recreation / I.R.A. Civic Center
10. [13-0641](#) Solicit quotes for restroom improvements at the IRA Civic Center.
11. [13-0642](#) Adopt a resolution allowing the Grand Rapids Police Department to accept a donation of \$250.00 from Blandin Foundation.
Attachments: [PD Blandin Foundation Citizen Academy](#)
12. [13-0650](#) Consider waiving the statutory liability to the extent of the coverage purchased.
Attachments: [Liability Coverage Waiver Form](#)

13. [13-0651](#) Adopt a Resolution to Accept a Donation from ServPro to the Fire Department.
Attachments: [FD Serv Pro donation](#)
14. [13-0652](#) Authorize Mayor to sign Acknowledgement of insurance placement that is not subject to the protection and benefit of the state insurance guaranty associations.
Attachments: [Acknowledgement](#)
15. [13-0660](#) Modified agreement with Arbo Township
Attachments: [10-25-13 Final Amendment 1 GR-Arbo Agreement for Public Works](#)

**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**

16. [13-0646](#) Acknowledge attached minutes for Boards & Commissions.
Attachments: [August 28, 2013 Human Rights Commission](#)
[September 11, 2013 PUC](#)
[September 17, 2013 Golf Board](#)
[October 4, 2013 Special Golf Board Minutes](#)

**5:15 DEPARTMENT HEAD REPORT
PM**

17. [13-0645](#) Finance Department ~ Barb Baird
Attachments: [2013 Dept Head Rpt 102813.pdf](#)
18. [13-0648](#) Public Works Department - Jeff Davies
Attachments: [2013 10-28 PW Fall DH Report](#)
[2013 10-28 PW Fall Labor Report](#)

**5:30 AIRPORT
PM**

19. [13-0635](#) Consider adopting the revised Bylaws of the Grand Rapids / Itasca County Airport Advisory Board as recommended by the Airport Advisory Board.
Attachments: [9-25-13 AAB AMENDED BYLAWS](#)

**5:35 CIVIC CENTER, PARKS & RECREATION
PM**

20. [13-0654](#) Enter into an agreement with the University of Minnesota for an economic impact study of the IRA Civic Center.
- Attachments:** [Grand Rapids Proposal 10-22-13](#)
[Grand Rapids Program Agreement](#)

**5:40 COMMUNITY DEVELOPMENT
PM**

21. [13-0643](#) Consider approval of Piskel land lease
- Attachments:** [Piskel - Wayne's Automotive](#)
[Piskel maps.pdf](#)

**5:45 PUBLIC WORKS DEPARTMENT
PM**

22. [13-0637](#) Consider passing a resolution to enter into the proposed Routine Maintenance Agreement No. 04867 between the Minnesota Department of Transportation and the City of Grand Rapids for the amount of \$47,716.12 (Fiscal Year 2014 - \$23,858.06 and Fiscal Year 2015 - \$23,858.06), and authorize the Mayor to sign the attached resolutions.
- Attachments:** [2014-15 04867 MNDOT Routine Maint Agrmnt](#)
2014-15 04867 MNDOT Routine Maint Agrmnt Res

**5:50 VERIFIED CLAIMS
PM**

23. [13-0653](#) Consider approving the verified claims for the period October 8, 2013 to October 21, 2013 in the total amount of \$725,964.40.
- Attachments:** [10/28/13 Bill List](#)

**6:00 PUBLIC HEARINGS
PM**

24. [13-0636](#) Conduct a Public Hearing to consider the adoption of an Ordinance amending the Zoning Ordinance that would add the Clinic (outpatient treatment center) use, as a use permitted with restrictions, within the PU (Public Use) zoning district.
- Attachments:** [Text Amendment: YMCA Application](#)
25. [13-0638](#) Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-512, Table-1 and Section 30-564 of the Zoning Ordinance, to add the Clinic (outpatient treatment center) use, as a use permitted with restrictions, within the PU (Public Use) zoning district.
- Attachments:** [Ordinance-Clinic Use in PU Text Amendment w/Exhibits](#)

AMENDED October 25, 2013

7:00 ADJOURNMENT
pm

*NEXT REGULAR MEETING IS SCHEDULED FOR TUESDAY, NOVEMBER 12, 2013,
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
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Legislation Details (With Text)

File #: 13-0644 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 10/23/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Approve Council minutes for Tuesday, October 15, 2013 Regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [October 15, 2013 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Approve Council minutes for Tuesday, October 15, 2013 Regular meeting.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Tuesday, October 15, 2013

5:00 PM

City Hall Council Chambers

5:00 PM **CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Tuesday, October 15, 2013 at 5:03 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

CALL OF ROLL

Present 5 -

Councilor Barb Sanderson, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

5:01 PM **PRESENTATIONS/PROCLAMATIONS**

Proclaim October 2013 Domestic Violence Awareness Month.

Received and Filed

Proclaim October 20th to 26th, 2013 National Friends of Libraries Week.

Received and Filed

MEETING PROTOCOL POLICY

5:07 PM **PUBLIC FORUM**

Carol Steel, expresses appreciation for proclamation on behalf of Friends of the Library.

5:10 PM **COUNCIL REPORTS**

Councilor Sanderson gives background on Grace House playground recently installed. Hoping that the recent projects for play areas for neighborhoods will encourage others in the community to work together with the City to help meet community needs.

5:13 PM **APPROVAL OF MINUTES**

Approve Council minutes for Monday, September 23, 2013 Worksession and Regular Meetings and October 7, 2013 special meeting.

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

**5:14 CONSENT AGENDA
PM**

1. Consider hiring temporary employees for Park & Recreation.

Approved by consent roll call

2. Consider adopting a resolution approving a request from property owner of Parcel Identification Number 91-600-0130 to defer assessments for City Project 2010-2 City Wide Overlays in the amount of \$1,500.00 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

Postponed

3. Consider adopting a resolution approving a request from property owner of Parcel Identification Number 91-580-1220 to defer assessments for City Project 2010-2 City Wide Overlays in the amount of \$2,243.26 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

Postponed

4. Consider proposed changes to the Checks that can be issued by prior approval.

Approved by consent roll call

5. Approve temporary liquor license for Grand Rapids Players for event on October 24, 2013, located at MacRostie Art Center, contingent upon receipt of insurance certificate.

Approved by consent roll call

6. *Request by the Police Department to accept and adopt a resolution accepting two (2) donated DMV 750 in-squad car digital video recorder cameras from the Itasca County Sheriff's Department.*

Adopted Resolution 13-100 by consent roll call

7. Consider adopting a resolution allowing the Grand Rapids Parks and Recreation Department to accept a donation of \$100.00 from the Fraternal Order of Eagles to be used for the Maplewood Park playground equipment.

Adopted Resolution 13-101 by consent roll call

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

Adopted Resolution 13-102 by consent roll call

9. Change Order 4 related to CP 2012-3, 4th Avenue NE Reconstruction.
Approved by consent roll call
10. Approve the hiring of temporary employees with the IRA Civic Center and Grand Rapids Sports Complex beginning October 16, 2013.
Approved by consent roll call
11. Change Order 2 related to the Airport 8 & 10 Hangar Apron Reconstruction.
Approved by consent roll call
12. Adopt a resolution accepting amendment to the Grand Rapids Fee Schedule to include the permit fee of \$600 for Synthetic Drug Establishments.
Adopted Resolution 13-103 by consent roll call
13. Purchase of paid-up life insurance policy for Dorothy Monroe.
Approved by consent roll call
14. Adopt a Resolution to Accept a \$10,000 HSEM Grant to the Grand Rapids Chemical Assessment Team
Adopted Resolution 13-104 by consent roll call
15. Adopt a Resolution to Accept a \$25 Donation to the Fire Department
Adopted Resolution 13-105 by consent roll call
16. Adopt a Resolution to Accept a \$20 Donation to the Fire Department
Adopted Resolution 13-106 by consent roll call
17. A resolution approving the submittal of a IRRRB Public Works Grant for the YMCA
Adopted Resolution 13-107 by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Chandler, seconded by Councilor Zabinski, to approve the Consent agenda as amended, postponing items #2 & 3. The motion carried by the following vote

Aye 5 -

Councilor Barb Sanderson, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**5:16 SETTING OF REGULAR AGENDA
PM**

A motion was made by Councilor Barb Sanderson, seconded by Councilor Ed Zabinski, approve regular agenda as amended with the addition of item #19a. The motion PASSED by unanimous vote.

**5:17 ACKNOWLEDGE BOARDS & COMMISSIONS
PM**

18. Acknowledge minutes for Boards & Commissions.

Council Acknowledged the following minutes: August 21, 2013 HRA and August 28, 2013 Human Rights.

**5:18 ENGINEERING
PM**

19. Consider authorizing Itasca Utilities to construct water and sanitary sewer services to the Airport's future hangar site in conjunction with the utility extensions to the adjacent EAA hangar.

A motion was made by Councilor Sanderson, seconded by Councilor Christy, authorizing construction by Itasca Utilities for water and sanitary sewer to future airport hangar site as requested. The motion carried by the following vote.

Aye 5 -

Councilor Barb Sanderson, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

- 19a. Consider adopting a revised resolution adopting final assessments for CP 2010-2, City Wide Overlays - Urban and CP 2012-4A, Remer-DeSchepper Overlays - Rural.

A motion was made by Councilor Christy, seconded by Councilor Chandler, adopted Resolution 13-108 adopting revised final assessments for CP 2012-2 & CP 2012-4A City Wide Overlays. The motion carried by the following vote.

Aye 5 -

Councilor Barb Sanderson, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**5:20 FINANCE DEPARTMENT
PM**

20. A proposal from HLB Tautges Redpath, LTD. to perform projections for the Special Fund-Fire Relief.

A motion was made by Councilor Chandler, seconded by Councilor Sanderson, accepting proposal from HLB Tautges Redpath for Special Fund-Fire Relief. The motion carried by the following vote.

Aye 5 -

Councilor Barb Sanderson, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**5:25 FIRE DEPARTMENT
PM**

21. Allow for upgrades to the plumbing fixtures in the Fire Hall.

A motion was made by Councilor Christy, seconded by Councilor Chandler, to approve upgrades to plumbing in fire hall. The motion carried by the following vote.

Aye 5 -

Councilor Barb Sanderson, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**5:30 GOLF COURSE
PM**

22. Approve Purchase of John Deere Golf Tractor

A motion was made by Councilor Sanderson, seconded by Councilor Zabinski, approving purchase of used John Deere tractor for Pokegama Golf Course. The motion carried by the following vote.

Aye 5 -

Councilor Barb Sanderson, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**5:25 VERIFIED CLAIMS
PM**

23. Consider approving the verified claims for the period September 17, 2013 to October 7, 2013 in the total amount of \$2,270,516.44.

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

Aye 5 -

Councilor Barb Sanderson, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**5:26 ADJOURNMENT
PM**

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

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



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Legislation Details (With Text)

File #: 13-0583 **Version:** 1 **Name:** Special Assessment Deferral
Type: Agenda Item **Status:** Consent Agenda
File created: 9/25/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**

Title: Consider adopting a resolution approving a request from property owner of Parcel Identification Number 91-600-0130 to defer assessments for City Project 2010-2 City Wide Overlays in the amount of \$1,175.00 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

Sponsors:

Indexes:

Code sections:

Attachments: [Assessment Deferral 91-600-0130.pdf](#)

Date	Ver.	Action By	Action	Result
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10/15/2013	1	City Council		
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Consider adopting a resolution approving a request from property owner of Parcel Identification Number 91-600-0130 to defer assessments for City Project 2010-2 City Wide Overlays in the amount of \$1,175.00 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

Background Information:

A request has been received to defer assessments against the owner of property legally described as E 143ft of Lot 5 & N 25ft of E 143ft of Lot of McGowans Addition to Grand Rapids, PIN 91-600-0130. Upon reviewing the application, the property owner qualifies for an assessment deferral.

This is for City Project 2010-2 City Wide Overlays in the amount of \$1,175.00.

Requested City Council Action

Consider adopting a resolution approving a request from property owner of Parcel Identification Number 91-600-0130 to defer assessments for City Project 2010-2 City Wide Overlays in the amount of \$1,175.00 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

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

RESOLUTION NO. 13-
A RESOLUTION TO DEFER ASSESSMENTS LEVIED IN 2013 FOR THE OWNER OF
PARCEL IDENTIFICATION NUMBER 91-600-0130 FOR CITY PROJECT 2010-2 CITY
WIDE OVERLAYS IN THE AMOUNT OF \$1,175.00

WHEREAS, an application for deferral of special assessments was submitted by Duane & Renee Danielson, owners of Parcel Identification Number 91-600-0130, described as the E 143ft of LT 5 & N 25ft of E 143ft of LT, there to that were placed against the property in 2013; and

WHEREAS, the requirements in Chapter 54 which allows an assessment deferral under certain conditions have been met; and

WHEREAS, the assessment that would qualify for the deferment is:

City Project 2010-2 City Wide Overlays	
Total amount to be deferred:	\$1,175.00

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, to approve the application of Duane & Renee Danielson to defer special assessment against above described property, at an interest rate of 2.94% and instruct the City to record this deferment with the Itasca County Recorder with a copy to be submitted to the Itasca County Auditor.

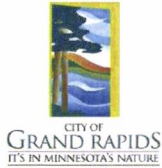
Adopted this 28th day of, October 2013.

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 #: 13-0584 **Version:** 1 **Name:** Special Assessment Deferral
Type: Agenda Item **Status:** Consent Agenda
File created: 9/25/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Consider adopting a resolution approving a request from property owner of Parcel Identification Number 91-580-1220 to defer assessments for City Project 2010-2 City Wide Overlays in the amount of \$1,757.22 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

Sponsors:

Indexes:

Code sections:

Attachments: [Assessment Deferral 91-580-1220.pdf](#)

Date	Ver.	Action By	Action	Result
10/15/2013	1	City Council		

Consider adopting a resolution approving a request from property owner of Parcel Identification Number 91-580-1220 to defer assessments for City Project 2010-2 City Wide Overlays in the amount of \$1,757.22 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

Background Information:

A request has been received to defer assessments against the owner of property legally described as Lots 4-6 Block 12 of Johnson-Black Addition to Grand Rapids, PIN 91-580-1220. Upon reviewing the application, the property owner qualifies for an assessment deferral.

This is for City Project 2010-2 City Wide Overlays in the amount of \$1,757.22.

Requested City Council Action

Consider adopting a resolution approving a request from property owner of Parcel Identification Number 91-580-1220 to defer assessments for City Project 2010-2 City Wide Overlays in the amount of \$1,757.22 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

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

RESOLUTION NO. 13-
A RESOLUTION TO DEFER ASSESSMENTS LEVIED IN 2013 FOR THE OWNER OF
PARCEL IDENTIFICATION NUMBER 91-580-1220 FOR CITY PROJECT 2010-2 CITY
WIDE OVERLAYS IN THE AMOUNT OF \$1,757.22

WHEREAS, an application for deferral of special assessments was submitted by Duane & Renee Danielson, owners of Parcel Identification Number 91-580-1220, described as the LOTS 4-6 BLK 12, there to that were placed against the property in 2013; and

WHEREAS, the requirements in Chapter 54 which allows an assessment deferral under certain conditions have been met; and

WHEREAS, the assessment that would qualify for the deferment is:

City Project 2010-2 City Wide Overlays
Total amount to be deferred: \$1,757.22

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, to approve the application of Rita Wichmann to defer special assessment against above described property, at an interest rate of 2.94% and instruct the City to record this deferment with the Itasca County Recorder with a copy to be submitted to the Itasca County Auditor.

Adopted this 28th day of, October 2013.

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.



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Legislation Details (With Text)

File #:	13-0607	Version:	1	Name:	Snowblower Transfer
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	10/8/2013	In control:		In control:	City Council
On agenda:	10/28/2013	Final action:		Final action:	
Title:	Consider adopting a resolution approving a \$49,715 transfer from the Enterprise Fund-Storm Water Utility and a \$49,715 transfer from the Capital Project Fund-Municipal State Aid to the Capital Equipment Replacement Fund for the purchase of the WK800 SnowGo Snowblower.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2013 Op transfer SWU and MSAS.pdf				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving a \$49,715 transfer from the Enterprise Fund-Storm Water Utility and a \$49,715 transfer from the Capital Project Fund-Municipal State Aid to the Capital Equipment Replacement Fund for the purchase of the WK800 SnowGo Snowblower.

Background Information:

On April 22, 2013, the Grand Rapids City Council approved the purchase of the WK800 SnowGo Snowblower which included the transfers from the Enterprise Fund-Storm Water Utility and the Capital Project Fund-Municipal State Aid for a total of \$99,430.

Requested City Council Action

Consider adopting a resolution approving a \$49,715 transfer from the Enterprise Fund-Storm Water Utility and a \$49,715 transfer from the Capital Project Fund-Municipal State Aid to the Capital Equipment Replacement Fund for the purchase of the WK800 SnowGo Snowblower.

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

RESOLUTION NO. 13-

A RESOLUTION AUTHORIZING THE FOLLOWING BUDGETED OPERATING TRANSFER FROM THE ENTERPRISE FUND-STORM WATER UTILITY TO THE CAPITAL EQUIPMENT REPLACEMENT FUND IN THE AMOUNT OF \$49,715 AND A TRANSFER FROM THE CAPITAL PROJECT FUND-MUNICIPAL STATE AID TO THE CAPITAL EQUIPMENT REPLACEMENT FUND IN THE AMOUNT OF \$49,715 FOR THE PURCHASE OF THE WK800 SNOWGO SNOWBLOWER

WHEREAS, on April 22, 2013, the Grand Rapids City Council approved the purchase of the WK800 SnoGo Snowblower 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 operating transfers:

\$49,715	from the Municipal State Aid Fund to the Capital Equipment Replacement Fund
\$49,715	from the Storm Water Utility Fund to the Capital Equipment Replacement Fund

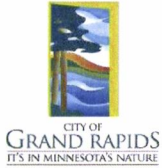
Adopted this 28th day of October, 2013.

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 #: 13-0609 **Version:** 1 **Name:** Assessment Deferral
Type: Agenda Item **Status:** Consent Agenda
File created: 10/8/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Consider adopting a resolution approving a request from property owner of Parcel Identification Number 91-410-7140 to defer assessments for City Project 2004-3 Pokegama Ave 4th Street SW/SE (2nd Ave SW to 7th Ave SE) in the amount of \$1,260.01 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.
Sponsors:
Indexes:
Code sections:
Attachments: [Assessment Deferral 91-410-7140.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving a request from property owner of Parcel Identification Number 91-410-7140 to defer assessments for City Project 2004-3 Pokegama Ave 4th Street SW/SE (2nd Ave SW to 7th Ave SE) in the amount of \$1,260.01 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

Background Information:

A request has been received to defer assessments against the owner of property legally described as Lots 9-10 Block 71 Town of Grand Rapids, PIN 91-410-7140. Upon reviewing the application, the property owner qualifies for an assessment deferral.

This is for City Project 2004-3 Pokegama Ave 4th Street SW/SE (2nd Ave SW to 7th Ave SE) in the amount of \$1,260.01.

Requested City Council Action

Consider adopting a resolution approving a request from property owner of Parcel Identification Number 91-410-7140 to defer assessments for City Project 2004-3 Pokegama Ave 4th Street SW/SE (2nd Ave SW to 7th Ave SE) in the amount of \$1,260.01 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

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

RESOLUTION NO. 13-
A RESOLUTION TO DEFER ASSESSMENTS LEVIED IN 2013 FOR THE OWNER OF
PARCEL IDENTIFICATION NUMBER 91-410-7140 FOR CITY PROJECT 2004-3
POKEGAMA AVE 4TH STREET SW/SE (2ND AVE SW TO 7TH AVE SE) IN THE
AMOUNT OF \$1,260.01

WHEREAS, an application for deferral of special assessments was submitted by Duane & Renee Danielson, owners of Parcel Identification Number 91-410-7140, described as Lots 9-10 Block 71 the Town of Grand Rapids, there to that were placed against the property in 2013; and

WHEREAS, the requirements in Chapter 54 which allows an assessment deferral under certain conditions have been met; and

WHEREAS, the assessment that would qualify for the deferment is:

City Project 2004-3	Pokegama Ave 4th Street SW/SE (2nd Ave SW to 7th Ave SE)
Total amount to be deferred:	\$1,260.01

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, to approve the application of Clifford Somers to defer special assessment against above described property, at an interest rate of 2.94% and instruct the City to record this deferment with the Itasca County Recorder with a copy to be submitted to the Itasca County Auditor.

Adopted this 28th day of, October 2013.

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 #: 13-0631 **Version:** 1 **Name:**

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

File created: 10/15/2013 **In control:** City Council

On agenda: 10/28/2013 **Final action:**

Title: Adopt a resolution to accept donations to the Fire Department for Prevention and Education

Sponsors:

Indexes:

Code sections:

Attachments: [FD Prevention Ed Donations](#)

Date	Ver.	Action By	Action	Result
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Adopt a resolution to accept donations to the Fire Department for Prevention and Education

Background Information:

The following people/businesses have made donations to the Grand Rapids Fire Department's Prevention and Education program: 5 Star Pest Control - \$100; Kristina Gaalaas (dba Edward Jones) - \$25; Midwest Safety, LLC - \$100; Greg & Rita Craiglow - \$40; Hawgs, Inc. - \$25; Affinity Plus - \$100; Arrow Embroidery/Photo Express - \$100; and Midwest Safety Consulting - \$40.

Staff Recommendation:

Adopt a resolution to accept donations to the Fire Department for Prevention and Education.

Requested City Council Action

Consider adopting a resolution to accept donations to the Fire Prevention and Education Program from various people and businesses in the amount of \$530.00.

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

RESOLUTION NO. 13-

A RESOLUTION ACCEPTING THE FOLLOWING DOATIONS: \$100.00 FROM 5 STAR PEST CONTROL; \$25.00 FROM KRISTINA GAALAAS (DBA EDWARD JONES); \$100.00 FROM MIDWEST SAFETY, LLC; \$40.00 FROM GREG & RITA CRAIGLOW; \$25.00 FROM HAWGS, INC.; \$100.00 FROM AFFINITY PLUS; \$100.00 FROM ARROW EMBROIDERY/PHOTO EXPRESS; AND \$40.00 FROM MIDWEST SAFETY CONSULTING FOR THE GRAND RAPIDS FIRE DEPARTMENT'S FIRE PREVENTION AND EDUCATION PROGRAM

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

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

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

- 5 Star Pest Control donated \$100.00; Kristina Gaalaas (dba Edward Jones) donated \$25.00; Midwest Safety, LLC donated \$100.00; Greg & Rita Craighlow donated \$40.00; Hawgs, Inc. donated \$25.00; Affinity Plus donated \$100.00; Arrow Embroidery/Photo Express donated \$100.00; and Midwest Safety Consulting donated \$40.00 to be used toward the Grand Rapids Fire Department's Fire Prevention and Education Program.

Adopted this 28th day of October 2013.

Dale C. 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 #: 13-0633 **Version:** 1 **Name:** Request by the police department to accept a federal grant to purchase bulletproof vests
Type: Agenda Item **Status:** Consent Agenda
File created: 10/21/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Request by the police department to accept a federal grant to purchase bulletproof vests.
Sponsors:
Indexes:
Code sections:
Attachments: [PD Bulletproof Vest Grant](#)
[PD Bulletproof Vest Grant](#)

Date	Ver.	Action By	Action	Result
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Request by the police department to accept a federal grant to purchase bulletproof vests.

Background Information:

The Bureau of Justice Assistance (BJA), an agency under the United States Department of Justice, has a program available to all law enforcement agencies to help in the purchasing of bulletproof vests. BJA will reimburse agencies 50% of the total costs associated in the purchasing of new vests. Under this grant cycle, the Grand Rapids Police Department has been awarded \$6,166.50 towards the purchase of new vests.

Under Minnesota State Statute, agencies are able to apply for funding to help in the purchasing of new bulletproof vests. The state will reimburse agencies 50% of the total costs associated in the purchasing of new vests.

Bulletproof vests have a usage life of 5 years, several members of the police department will need new vests in the 2014 fiscal year. With the acceptance of this award and the state award, there should be little to no costs associated in the purchase of new vests for department members.

Staff Recommendation:

It is staff's recommendation to accept the federal award of \$6,166.50 for the purchase of bulletproof vests.

Requested City Council Action

Consider authorizing the police department to accept \$6,166.50 from the Bureau of Justice Assistance Office and allow for the signing of the attached resolution.

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

RESOLUTION NO. 13-

A RESOLUTION ACCEPTING A \$6,166.50 MATCHING GRANT FROM THE BUREAU OF JUSTICE ASSISTANCE TO THE GRAND RAPIDS POLICE DEPARTMENT FOR THE PURCHASE OF BULLETPROOF VESTS

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

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

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

- The Bureau of Justice Assistance has granted the Grand Rapids Police Department a \$6,166.50 matching grant for the purchase of bulletproof vests.

Adopted this 28th day of October, 2013

Dale C. Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

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

RESOLUTION NO. 13-

A RESOLUTION ACCEPTING A \$6,166.50 MATCHING GRANT FROM THE BUREAU OF JUSTICE ASSISTANCE TO THE GRAND RAPIDS POLICE DEPARTMENT FOR THE PURCHASE OF BULLETPROOF VESTS

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

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

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

- The Bureau of Justice Assistance has granted the Grand Rapids Police Department a \$6,166.50 matching grant for the purchase of bulletproof vests.

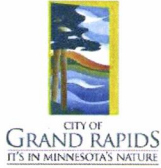
Adopted this 28th day of October, 2013

Dale C. Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0634 **Version:** 1 **Name:** MS4 SWPPP Reissuance
Type: Agenda Item **Status:** Consent Agenda
File created: 10/21/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Consider authorizing the City Engineer to submit the MS4 SWPPP Application for Reauthorization form electronically via email to the MPCA staff by October 31, 2013.

Sponsors:

Indexes:

Code sections:

Attachments: [10-28-13 2013 MS4 Reissuance](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the City Engineer to submit the MS4 SWPPP Application for Reauthorization form electronically via email to the MPCA staff by October 31, 2013.

Background Information:

In May 2013, the MPCA authorized the reissuance of the General NPDES/SDS Permit MNR040000 for Municipal Separate Storm Sewer Systems (MS4s) that regulates stormwater discharge from counties, cities, and other government entities in urbanized areas. The Permit reissuance requires that the City submit a MS4 SWPPP Application for Reauthorization. This form is required to ensure continued permit coverage under the new Permit. The form must be submitted electronically via email to the MPCA staff by October 31, 2013. The draft form is attached for your reference.

Staff Recommendation:

City staff recommends the City Engineer be able to submit the MS4 SWPPP Application for Reauthorization form electronically via email to the MPCA staff by October 31, 2013.

Requested City Council Action

Consider authorizing the City Engineer to submit the MS4 SWPPP Application for Reauthorization form electronically via email to the MPCA staff by October 31, 2013.



Minnesota Pollution
Control Agency

520 Lafayette Road North
St. Paul, MN 55155-4194

MS4 SWPPP Application for Reauthorization

**for the NPDES/SDS General Small Municipal Separate
Storm Sewer System (MS4) Permit MNR040000
reissued with an effective date of August 1, 2013**
Stormwater Pollution Prevention Program (SWPPP) Document

Doc Type: Permit Application

Instructions: This application is for authorization to discharge stormwater associated with Municipal Separate Storm Sewer Systems (MS4s) under the National Pollutant Discharge Elimination System/State Disposal System (NPDES/SDS) Permit Program. **No fee** is required with the submittal of this application. Please refer to "Example" for detailed instructions found on the Minnesota Pollution Control Agency (MPCA) MS4 website at <http://www.pca.state.mn.us/ms4>.

Submittal: This MS4 SWPPP Application for Reauthorization form must be submitted electronically via e-mail to the MPCA at ms4permitprogram.pca@state.mn.us from the person that is duly authorized to certify this form. All questions with an asterisk (*) are required fields. All applications will be returned if required fields are not completed.

Questions: Contact Claudia Hochstein at 651-757-2881 or claudia.hochstein@state.mn.us, Dan Miller at 651-757-2246 or daniel.miller@state.mn.us, or call toll-free at 800-657-3864.

General Contact Information (*Required fields)

MS4 Owner (with ownership or operational responsibility, or control of the MS4)

*MS4 permittee name: City of Grand Rapids *County: Itasca
(city, county, municipality, government agency or other entity)

*Mailing address: 420 N Pokegama Avenue

*City: Grand Rapids *State: MN *Zip code: 55744

*Phone (including area code): 218-326-7625 *E-mail: jkennedy@ci.grand-rapids.mn.us

MS4 General contact (with Stormwater Pollution Prevention Program [SWPPP] implementation responsibility)

*Last name: Kennedy *First name: Julie
(department head, MS4 coordinator, consultant, etc.)

*Title: City Engineer

*Mailing address: 420 N Pokegama Avenue

*City: Grand Rapids *State: MN *Zip code: 55744

*Phone (including area code): 218-326-7625 *E-mail: jkennedy@ci.grand-rapids.mn.us

Preparer information (complete if SWPPP application is prepared by a party other than MS4 General contact)

Last name: _____ First name: _____
(department head, MS4 coordinator, consultant, etc.)

Title: _____

Mailing address: _____

City: _____ State: _____ Zip code: _____

Phone (including area code): _____ E-mail: _____

Verification

- I seek to continue discharging stormwater associated with a small MS4 after the effective date of this Permit, and shall submit this MS4 SWPPP Application for Reauthorization form, in accordance with the schedule in Appendix A, Table 1, with the SWPPP document completed in accordance with the Permit (Part II.D.). Yes
- I have read and understand the NPDES/SDS MS4 General Permit and certify that we intend to comply with all requirements of the Permit. Yes

Certification (All fields are required)

- Yes - I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted.

I certify that based on my inquiry of the person, or persons, who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete.

I am aware that there are significant penalties for submitting false information, including the possibility of civil and criminal penalties.

This certification is required by Minn. Stat. §§ 7001.0070 and 7001.0540. The authorized person with overall, MS4 legal responsibility must certify the application (principal executive officer or a ranking elected official).

By typing my name in the following box, I certify the above statements to be true and correct, to the best of my knowledge, and that this information can be used for the purpose of processing my application.

Name: Julie Kennedy
(This document has been electronically signed)

Title: City Engineer Date (mm/dd/yyyy): 09/30/2013

Mailing address: 420 N Pokegama Avenue

City: Grand Rapids State: MN Zip code: 55744

Phone (including area code): 218-326-7625 E-mail: jkennedy@ci.grand-rapids.mn.us

Note: The application will not be processed without certification.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0639 **Version:** 1 **Name:** Auction Vehicle and Equipment on Do.Bid.com
Type: Agenda Item **Status:** Consent Agenda
File created: 10/22/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Consider authorizing the Public Works Department's request to auction a vehicle and other miscellaneous items on "Do.Bid.com".
Sponsors:
Indexes:
Code sections:
Attachments: [2013 10-28 Auction Items List](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the Public Works Department's request to auction a vehicle and other miscellaneous items on "Do.Bid.com".

Background Information:

In the past, the City Council authorized the Public Works Department to use Oberfoell Auctioneers called "Do.Bid.com" to sell and dispose of surplus vehicles and equipment. Public Works would like to auction a 1989 Dump Truck with its plow and other miscellaneous items and the Golf Course requested to list their 1975 John Deere 301A Tractor. Please see the attachment for the list of items.

Staff Recommendation:

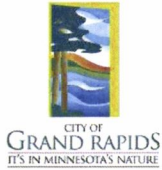
Public Works Staff recommends auctioning items on the "Do.Bid.com" auction site.

Requested City Council Action

Approve the Public Works Department auctioning a vehicle and other miscellaneous items on "Do.Bid.com".

Surplus Items to be Auctioned on Do-Bid.com

Description	Fixed Asset #	Vin/Serial #
1989 Ford L8000 Dump Truck W/Plow	101-70-0085	1FDYK82A2KVA07180
1975 John Deere Tractor-from GCourse Drill Press	613-00-0154	301A
Miscellaneous Equipment		



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0640 **Version:** 2 **Name:** Hire temporary employees for Park & Recreation / I.R.A. Civic Center
Type: Agenda Item **Status:** Consent Agenda
File created: 10/22/2013 **In control:** City Council
On agenda: 10/28/2013 **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
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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 October 29, 2013.

Cole Stejovich	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Alex Roy	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Hunter Brutlag	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Jacob Johnson	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Samantha Muchler	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Evelyn Magner	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

Legislation Details (With Text)

File #: 13-0641 **Version:** 1 **Name:** Quotes for restroom improvements
Type: Agenda Item **Status:** Consent Agenda
File created: 10/23/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Solicit quotes for restroom improvements at the IRA Civic Center.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Solicit quotes for restroom improvements at the IRA Civic Center.

Background Information:

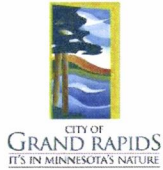
In an effort to meet current ADA accessibility standards, several improvements need to be made to the restroom facilities at the IRA Civic Center. DSGW Architects have drawn plans to retrofit the restrooms in the upper lobby and to alter the stall dividers in the main lobby. These improvements will be funded by the 2014 CIP.

Staff Recommendation:

Solicit quotes for restroom improvements at the IRA Civic Center.

Requested City Council Action

Consider soliciting quotes for restroom improvements at the IRA Civic Center.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0642 **Version:** 1 **Name:** Adopt a resolution allowing the Grand Rapids Police Department to accept a donation of \$250.00 from Blandin Foundation.

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

File created: 10/23/2013 **In control:** City Council

On agenda: 10/28/2013 **Final action:**

Title: Adopt a resolution allowing the Grand Rapids Police Department to accept a donation of \$250.00 from Blandin Foundation.

Sponsors:

Indexes:

Code sections:

Attachments: [PD Blandin Foundation Citizen Academy](#)

Date	Ver.	Action By	Action	Result
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Adopt a resolution allowing the Grand Rapids Police Department to accept a donation of \$250.00 from Blandin Foundation.

Background Information:

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

In the past, members of the Blandin Foundation have participated in the academy. The Blandin Foundation recognizes the importance of the program and would like to make a donation of \$250.00 dollars to the program. The Foundation appreciates the opportunity to be part of the program and would like to help in keeping our department costs down.

Staff Recommendation:

Accept the donation from the Blandin Foundation

Requested City Council Action

Consider adopting a resolution allowing the Grand Rapids Police Department to accept a donation of \$250.00 from the Blandin Foundation in support of the Grand Rapids Citizens Academy.

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

RESOLUTION NO. 13-

A RESOLUTION ACCEPTING A \$250.00 DONATION FROM THE BLANDIN FOUNDATION TO THE GRAND RAPIDS POLICE DEPARTMENT FOR THE CITIZENS ACADEMY PROGRAM

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

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

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

- The Blandin Foundation has donated \$250.00 to the Grand Rapids Police Department for the Citizens Academy Program.

Adopted this 28th day of October, 2013

Dale C. Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0650 **Version:** 1 **Name:** Consider waiving the statutory liability to the extent of Liability Coverage Waiver

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

File created: 10/23/2013 **In control:** City Council

On agenda: 10/28/2013 **Final action:**

Title: Consider waiving the statutory liability to the extent of the coverage purchased.

Sponsors:

Indexes:

Code sections:

Attachments: [Liability Coverage Waiver Form](#)

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

Background Information:

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

Staff Recommendation:

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

Requested City Council Action

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

SECTION I: LIABILITY COVERAGE WAIVER FORM

Cities obtaining liability coverage from the League of Minnesota Cities Insurance Trust must decide whether or not to waive the statutory tort liability limits to the extent of the coverage purchased. The decision to waive or not to waive the statutory limits has the following effects:

- o *If the city does not waive the statutory tort limits*, an individual claimant would be able to recover no more than \$500,000. on any claim to which the statutory tort limits apply. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits would apply regardless of whether or not the city purchases the optional excess liability coverage.
- o *If the city waives the statutory tort limits and does not purchase excess liability coverage*, a single claimant could potentially recover up to \$1,500,000. on a single occurrence. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$1,500,000., regardless of the number of claimants.
- o *If the city waives the statutory tort limits and purchases excess liability coverage*, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total which all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.

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

This decision must be made by the city council. **Cities purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage.** For further information, contact LMCIT. You may also wish to discuss these issues with your city attorney.

City of
Grand Rapids accepts liability coverage limits of \$ 1,500,000 from the League of Minnesota Cities Insurance Trust (LMCIT).

Check one:

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

Date of city council meeting October 28, 2013

Signature _____ Position Mayor

Return this completed form to LMCIT, 145 University Ave. W., St. Paul, MN. 55103-2044



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0651 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 10/23/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Adopt a Resolution to Accept a Donation from ServPro to the Fire Department.
Sponsors:
Indexes:
Code sections:
Attachments: [FD Serv Pro donation](#)

Date	Ver.	Action By	Action	Result
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Adopt a Resolution to Accept a Donation from ServPro to the Fire Department.

Background Information:

Preffered Fire & Water, LLC (dba ServPro of Grand Rapids) has been an instrumental partner in our Fire Prevention and Education program over the last year, and recently made a donation to the Fire Department in the amount of \$1,000 to be used toward offsetting costs associated with our Prevention and Education program, and specifically, our Open House that we provide free of charge to the public during Fire Prevention and Education Week.

Staff Recommendation:

Approve the donation from ServPro for the Fire Prevention and Education program.

Requested City Council Action

Consider adopting a resolution to accept a donation from Preffered Fire & Water, LLC (dba ServPro) to the Grand Rapids Fire Department Fire Prevention and Education program in the amount of \$1,000.

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

RESOLUTION NO. 13-

A RESOLUTION ACCEPTING A \$1,000.00 DONATION FROM PREFERRED FIRE & WATER, LLC (DBA SERVPRO OF GRAND RAPIDS) FOR THE GRAND RAPIDS FIRE DEPARTMENT'S FIRE PREVENTION AND EDUCATION PROGRAM

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

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

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

- Preferred Fire & Water, LLC (dba ServPro of Grand Rapids) has donated \$1,000.00 to be used toward the Grand Rapids Fire Department's Fire Prevention and Education Program.

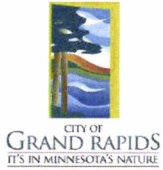
Adopted this 28th day of October 2013.

Dale C. 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 #:	13-0652	Version:	1	Name:	Acknowledgment of insurance placement
Type:	Agenda Item	Status:		Administration Department:	Administration Department
File created:	10/23/2013	In control:		City Council:	City Council
On agenda:	10/28/2013	Final action:			
Title:	Authorize Mayor to sign Acknowledgement of insurance placement that is not subject to the protection and benefit of the state insurance guaranty associations.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Acknowledgement				

Date	Ver.	Action By	Action	Result
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Authorize Mayor to sign Acknowledgement of insurance placement that is not subject to the protection and benefit of the state insurance guaranty associations.

Background Information:

The City of Grand Rapids used Wells Fargo Insurance Services as an agent for our insurance with the League of Minnesota Cities Insurance Trust. Because the League of MN Cities Insurance Trust differs in significant ways from a traditional insurance, they are requesting that an acknowledgement be signed to indicate our understanding of this.

In the event that League of MN Cities Insurance Trust becomes insolvent, the provisions of the state insurance guaranty associations will not apply. State insurance guaranty associations provided a means for the payment of covered claims under certain insurance policies in order to avoid excessive delay in payment and to lessen financial loss to claimants or policyholders because of the insolvency of an insurer.

The **maximum amount** the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer **is limited to \$300,000**. Also, the protection provided by the Guaranty Association is not a substitute for using care in selecting insurance companies that are well managed and financially stable in selecting an insurance company or policy, you should not rely on protection by the Guaranty Association.

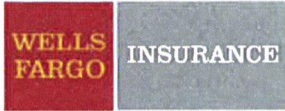
This in no way implies the League of MN Cities Insurance Trust has any type of financial problems. All property and casualty insurance or liability policies are required to provide this notice . This is not something new; it's always been this way.

Staff Recommendation:

Authorize Mayor to sign Acknowledgement of insurance placement that is not subject to the protection and benefit of the state insurance guaranty associations.

Requested City Council Action

Consider authorizing Mayor Adams to sign the attached Acknowledgement of Insurance placement that is not subject to the protection and benefit of the Minnesota Insurance Guaranty Association.



Wells Fargo
Insurance Services USA, Inc.
220 NW First Avenue
Grand Rapids, MN 55744

Tel: 218 326 9404
Fax: 866 510 9593

October 9, 2013

Barb Baird
City of Grand Rapids
420 Pokegama Avenue N
Grand Rapids, MN 55744

Dear Barb:

We have offered you insurance coverage with League of MN Cities Insurance Trust. The Wells Fargo Market Security Committee has authorized the general use of this market. The Security Committee's function is to review the financial stability of insurers with which we place coverage.

We want you to understand that League of MN Cities Insurance Trust differs in significant ways from a traditional insurer, and have provided additional material for your review. **You should have this material evaluated by your legal advisors.** Common characteristics of non-traditional markets are **joint and several liability of members** and **member assessments** for fund deficits, often beyond the end of your policy.

In the event that League of MN Cities Insurance Trust becomes insolvent, the provisions of the state insurance guaranty associations **will not** apply. State insurance guaranty associations provide a means for the payment of covered claims under certain insurance policies in order to avoid excessive delay in payment, and to lessen financial loss to claimants or policyholders because of the insolvency of an insurer.

We recommend that you exercise caution before you commit to having us place your insurance with League of MN Cities Insurance Trust. If you decide that you want to have your insurance placed with this insurer, please sign the acknowledgement below. We must receive a signed copy of this letter before your insurance can be placed into effect.

Thank you for your careful consideration of this matter. Please contact me if you want additional information about League of MN Cities Insurance Trust.

Sincerely,

A handwritten signature in black ink that reads "Brian Polovina".

Brian L. Polovina
Sr. Sales Executive Commercial

Together we'll go far





Wells Fargo
Insurance Services USA, Inc.
220 NW First Avenue
Grand Rapids, MN 55744

Tel: 218 326 9404
Fax: 866 510 9593

ACKNOWLEDGMENT

The undersigned hereby acknowledges that he/she has instructed Wells Fargo Ins Services USA, Inc. (GPZ) to place insurance coverages with the non-traditional market shown above that (is/is not) authorized by the Wells Fargo Insurance Services USA, Inc. Security Committee. The undersigned understands that the insurance coverage written is not subject to the protection and benefit of the state insurance guaranty associations.

Date: _____

By: _____

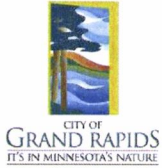
Title: _____

Date: _____

Witness: _____

Together we'll go far





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0660 **Version:** 1 **Name:** Arbo Township Agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 10/25/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Modified agreement with Arbo Township

Sponsors:

Indexes:

Code sections:

Attachments: [10-25-13 Final Amendment 1 GR-Arbo Agreement for Public Works](#)

Date	Ver.	Action By	Action	Result
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Modified agreement with Arbo Township

Background Information:

On September 23, 2013, the City Council approved a modified agreement with Arbo Township. The Township, at their last meeting, reviewed the agreement and has requested some minor text changes prior to approval. City Attorney Sterle and Administrator Pagel have completed the proposed changes and attached the proposed amended agreement for Council consideration.

Staff Recommendation:

Staff recommends approval of text amendments to agreement with Arbo Township.

Requested City Council Action

Approved modified agreement with Arbo Township.

**MODIFIED
INTERLOCAL AGREEMENT BETWEEN
CITY OF GRAND RAPIDS AND TOWNSHIP OF ARBO
FOR PUBLIC WORKS MAINTENANCE SERVICES**

THIS AGREEMENT is entered into this ____ day of _____, 2013, by the City of Grand Rapids ("Grand Rapids") and Arbo Township ("Arbo"), neighboring municipal corporations organized and existing under the laws of the State of Minnesota.

RECITALS

WHEREAS, Arbo desires to renew its contract with Grand Rapids for the provision of public works maintenance services; and

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

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

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

WHEREAS, this Modified Agreement replaces and nullifies all prior Agreements.

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

1. Scope of Services:

1.1 Grand Rapids will provide the services described on Exhibit "A" attached hereto through the services of a full-time, union, public works employee hired by Grand Rapids ~~specifically for the purpose of providing services to Arbo~~. The employee will be made available to Arbo for as many hours needed to perform the services requested by Arbo; any time not spent performing services for Arbo will be spent performing services for Grand Rapids. All employees providing services to Arbo pursuant to this agreement shall be employees of Grand Rapids only, and there shall be no direct or indirect employer-employee relationship between the employees and Arbo arising from the provision of services pursuant to this agreement. One representative from the Arbo Board of Supervisors will be allowed to sit in on the hiring board; however Grand Rapids shall have final hiring approval authority over the employee.

1.2 In addition to the services described above, Grand Rapids will supply to Arbo an Ice Rink Attendant.

1.3 Grand Rapids agrees to furnish the labor necessary to perform its obligations under this agreement. Arbo agrees to supply the equipment, facilities and supplies necessary for Grand Rapids to perform its obligations. All such property shall remain the property of Arbo and Grand Rapids shall not obtain any interest therein. Should it become necessary for Grand Rapids to use its own equipment in the performance of services on behalf of Arbo, Arbo agrees to pay the rates identified in Exhibit "B".

1.4 Grand Rapids will maintain responsibility for all personnel providing services under this agreement and shall maintain workers compensation coverage for its employees. Arbo agrees to maintain adequate liability insurance under state law and to hold harmless and indemnify Grand Rapids for any and all liability claims occurring while Grand Rapids personnel and equipment are working under the direction of Arbo. These indemnities shall include attorney's fees and costs that may arise from third-party claims related to the provision of services under this agreement.

2. Consideration:

2.1 In consideration of the services provided by Grand Rapids to Arbo pursuant to this Agreement, Arbo shall pay to Grand Rapids an hourly fee for the public works employee as identified in the following table:

Effective Date	Rate
10-1-13 through 12-31-13	\$32.38 per hour
1-1-14 through 6-30-14	\$33.04 per hour
7-1-14 through 12-31-14	\$34.55 per hour

2.2 In addition to ~~an the hourly rate fee billed for the actual hours worked,~~ Arbo shall pay for a portion of the public works benefits that are not ~~included in the hourly rate billed in the hourly fee.~~ These benefits include Flexible Time Off (FTO), Comp Time, Holiday, Training Hours, and one pair of work boots per year. Arbo's annual expense for these items will be based on the utilization rate of the public works employee. The utilization rate will be calculated by taking hours worked in Arbo and dividing it by the actual total hours worked in Arbo and Grand Rapids. The total benefits cost will then be prorated by the utilization rate and invoiced as a lump sum expense to Arbo once per year within 30 days after December 31st of said year.

2.3 If the public works employee is laid off and Grand Rapids incurs Unemployment Compensation expenses, Arbo shall cost participate in those expenses based on the utilization rate from the previous calendar year.

2.4 The hourly fee for the Rink Attendant shall be \$8.00 per hour plus FICA, Medicare, Workers Comp, and any other required expense. If a specific person works an additional season, the rate shall increase by \$0.25 per hour plus required expenses. A season is typically December 1st to March 1st of the next year.

2.5 All work performed by Grand Rapids Public Works staff and the ice rink attendant on behalf of Arbo must be submitted in the form of a time card to Public Works Director Jeff Davies. Any overtime that is to be performed on behalf of Arbo Township must

first be authorized in writing by the Arbo Board Chair or Vice Board Chair in absence of the Chairperson. ~~Overtime requested and authorized will be charged for at the hourly fee that uses an employee wage rate of 1.5 times the employee wage rate used in deriving the hourly fee set forth in 2.1 plus the related additional FICA, Medicare and PERA for the increased employee wage rate. If the employee uses compensatory time for the overtime, the hourly fee set forth in 2.1 applies to the compensatory time used. Overtime requested and authorized will be charged for at an hourly rate in excess of the fee agreement under Section 2.1.~~

2.6 All work performed by Grand Rapids Public Works staff on behalf of Arbo under this agreement must be invoiced for and billed to the Arbo Town Board by the 15th of every month. Payment shall be due within thirty (30) days and shall be payable to the City of Grand Rapids Finance Department. Failure to pay invoices within thirty (30) days shall result in a 5% late penalty for that payment.

3. Designated Representative: The only designated representative of Arbo authorized to request the performance of services under this Agreement is the Board Chair or Vice Board Chair in the absence of the Chairperson.

4. Term and Termination: The term of this agreement shall be from October 1, 2013, through December 31, 2014. Any party hereto may terminate this agreement upon sixty (60) day's written notice to the other. The parties may annually review the services being provided by Grand Rapids and the consideration paid by Arbo for the same, and may modify this agreement if necessary pursuant to Section 9 of this agreement. All rates stated in Section 2.1 shall remain in effect until modified pursuant to this Section.

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

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

7. Indemnification:

7.1 Each party agrees to and shall defend, indemnify and hold harmless the other party, its officials, officers, agents and employees from and against any and all claims, losses, damages, judgments or liabilities of whatever nature, including any portion thereof, arising from or related to the indemnifying party's acts, omissions or performance under this agreement, except as otherwise stated in Section 1.4 of this agreement. It is the intent of the parties that each party be responsible for its own actions occurring under this agreement.

7.2 This section shall survive termination of this agreement.

8. Dispute Resolution: In the event of any dispute or difference arising by reason of this agreement or any provision or term thereof, the dispute or difference shall be resolved jointly by the Grand Rapids City Administrator and the Arbo Board Chair or Vice Board Chair in the absence of the Chairperson. If these parties can't resolve the dispute, said dispute shall be

resolved by the parties attending mediation. A mediator shall be selected by mutual consent of both entities.

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

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

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

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

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

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

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

Arbo Township
Attn: Elaine Johnson, Clerk
28915 Bello Circle
Grand Rapids, MN 55744

CITY OF GRAND RAPIDS

ARBO TOWNSHIP

By: _____

By: _____

Its: Mayor

Its: _____

By: _____

By: _____

Its: City Clerk

Its: _____

EXHIBIT A

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

Street cleaning

Maintenance and upkeep of public facilities and grounds

Maintenance and upkeep of streets, roads and drainage ditches

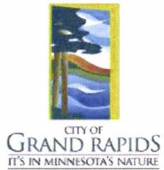
Design, manufacture and installation of street signs

Storm water management functions necessary to maintain compliance

Snow removal

EXHIBIT B

PUBLIC WORKS	
Equipment Hourly rates: **	
Pickups #201-255, 257-290, 294	\$25.00
Trucks -#252, 286-289, 293, 295-299	\$45.00
Heavy equipment #256, 281, 284, 285, 292	\$80.00
Equipment #27, 28, 38	\$25.00
Chipper, compressor, steamer	\$25.00
Lawn movers/weed eaters	\$15.00
Zamboni Ice Resurfacer	\$175.00 per resurface (includes labor & transportation)
Materials: **	
MC Mix	\$75.00/ton
Salt/Sand	\$30.00/yard
Salt	\$53.00/yard
Paint	\$13.37/gal.
Magnesium Chloride	\$.69/gal.
<p>** Rates apply to contract services provided for Intergovernmental agencies such as Itasca County, MNDOT, ICC, School District 318, and the DNR. Hourly wage and benefits to be included in addition to listed hourly equipment rates. ; except for the Zamboni charge which includes the labor. When the employee shared with Arbo is working as part of the Zamboni crew, the hours worked will not be separately billed to Arbo.</p>	



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0646 **Version:** 1 **Name:** Board & Commission minutes
Type: Minutes **Status:** Approved
File created: 10/23/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Acknowledge attached minutes for Boards & Commissions.

Sponsors:

Indexes:

Code sections:

Attachments: [August 28, 2013 Human Rights Commission](#)
[September 11, 2013 PUC](#)
[September 17, 2013 Golf Board](#)
[October 4, 2013 Special Golf Board Minutes](#)

Date	Ver.	Action By	Action	Result
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Acknowledge attached minutes for Boards & Commissions.

CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2B of City Hall, Grand Rapids, Minnesota, on Wednesday, August 28, 2013 at 4:00 p.m.

CALL OF ROLL: On a Call of Roll, the following members were present: Commissioners: Dowell, Hall, Sanderson, Weidendorf, Noyce, LaPlant and Learmont. Absent: Commissioners Freeman, Nichols.

Staff Present: Lynn DeGrio, Kimberly Johnson-Gibeau

CALL TO ORDER: The meeting was called to order at 4:00 p.m.

ADDITIONS: Student Outreach

APPROVAL OF MINUTES: **July 31, 2013 regular meeting**

MOTION BY COMMISSIONER SANDERSON, SECOND BY COMMISSIONER WEIDENDORF TO APPROVE THE MINUTES OF JULY 31, 2013 AS PRESENTED. Motion passed by unanimous vote.

Financials: reviewed financials, noting balance and the total of \$2,150.00 remitted to City by sponsors for Robin Poor Bear presentation.

Circle of Healing Update: Commissioner LaPlant distributed invitations to members for the flag installation scheduled for September 11th. There have been thousands of invitations sent out to various groups and individuals. LaPlant reviews the scheduled agenda for the flag installation event, noting speakers, entertainment and the presence of individuals from Any Klobuchar's office and Commission Roy, Department of Corrections.

Follow up on Pat Helmberger letter – Indians as Mascots: Commissioner Sanderson stated that she has heard a great deal of positive feedback. Although the letter was received by Superintendent Joe Silko and the District 318 School Board, this issue was not discussed at length at the School Board meeting. Discussed Herald Review article printed regarding the intent to donate the bust to the school district and the response from the School Board. Also discussed was the "Memories of Grand Rapids" facebook page, the selling of Indian mascot paraphernalia, correspondence submitted to the facebook account by Commissioner LaPlant and the response that followed.

Commissioner Sanderson discusses the need to use this as a "teaching moment" for the community and individual organizations. Ms. Sanderson is willing to make contact with prominent individuals to further this cause.

Commissioner Weidendorf will draft a letter of thanks from the Human Rights Commission to Superintendent Silko and the School Board with praise for the way in which this was handled.

NEW BUSINESS:

2014 Human Rights Essay Contest: Individual Commissioners will make contact with various schools and try to encourage participation. Will forward information to Dale Christy for Gifted and Talented Students.

Student Outreach: Discussed challenges for people of color in the Grand Rapids community, ICC for example. Recommended contacting the college to plan a round table type discussion held with interested students and hosted by a sub-committee of the Commission. Commissioners Noyce, Hall and Weidendorf will serve as representatives.

Reports on calls & inquiries: None

Pending Complaints: None

Other: Human Resources Director DeGrio notes that the City is working on a Communications Policy and this could benefit the Commission by way of distribution information in the future. Updates will be provided as available.

There being no further business, the meeting adjourned at 5:27 pm.

Respectfully submitted, Kimberly Johnson-Gibeau, City Clerk

A regular meeting of the Grand Rapids Public Utilities Commission was held on September 11, 2013 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

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

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

Motion by Hodgson to approve the minutes of the August 14, 2013 regular meeting and the August 12, 2013 special meeting. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Finance Manager Betts reviewed the August 2013 City Treasurer's Report and Investment Activity Report with the Commission.

Motion by Chandler to approve the City Treasurer's Report and Investment Activity Report for August 2013. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

President Welliver acknowledged the public forum. Mr. Jim Lemke of locally owned and operated KOZY/KMFY radio requested the Commission consider a reduced antenna rental agreement rate for the radio station to place an FM repeater/translator on the South water tower. Mr. Lemke is in the initial stages of studying the feasibility of the installation to better serve and provide local news, weather, and sports to the greater Grand Rapids area. The Commission informed Mr. Lemke that they will take the issue under advisement, prepare a response for the October 16th regular meeting, and directed Manager Doyle to research the issue and prepare information on similar rentals for review and consideration.

Commission Member Reports:

Commissioner Zabinski reported the City Council certified the preliminary levy for 2014. The City Council will continue to work with staff and evaluate methods to lower costs, as well as looking for opportunities for collaboration.

Accounting and Finance:

Finance Manager Betts reviewed the August 2013 Operations Report with the Commission.

Electric Department:

Superintendent of Electric Distribution Goodell reviewed the August 2013 Operations Report with the Commission.

General Manager Ward and Superintendent Goodell reviewed the request to authorize expenditures necessary for the acquisition of identified electric service territories and discussed the cost and process required for the acquisition of annexed areas. The City has agreed to consider waiving the Payment in Lieu of taxes (PILOT) for ten years for the areas that are acquired. This project was not budgeted in 2013 and, if approved, would be funded through reserves.

Motion by Zabinski to authorize management to continue working on the acquisition process for the McGuire Drive and Soldier's Lane areas. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Wastewater Treatment Facility Operations:

Wastewater Treatment Department Manager Mattson reviewed the August 2013 Operations Report with the Commission.

Water/Wastewater Collection:

Water/Wastewater Collection/Safety Manager Doyle reviewed the August 2013 Operations Report with the Commission.

Motion by Zabinski to approve the renewal of antenna rental agreement with AT&T Wireless, located on the North Water Tower, for five years with an additional optional five year renewal term, commencing December 1, 2013 for \$22,971.05 per year with an annual 3% escalator. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Safety Training Procedures and Updates:

Water/Wastewater Collection/Safety Manager Doyle reviewed the safety initiatives for the month. There were two first aid incidents to report in August. The safety action review report will be passed to the Commission when completed.

GRPUC Discussion/Correspondence:

University of MN 2013-2014 Erosion and Stormwater Management Certification, August 14, 2013, Shoreview, MN – Steve Mattson.

Minnesota Municipal Utilities Association 2013 Summer Conference, August 19-21, 2013, Brainerd, MN – Anthony Ward, Jeremy Goodell.

Employment Law Update-Supervisor Training presented by Jessica Durbin from the Law Firm: Johnson, Killen & Seiler. P.A., August 28, 2013, Grand Rapids, MN - Anthony Ward, Tyanne Betts, Dennis Doyle, Steve Mattson, Jeremy Goodell, Christine Flannigan.

Claims for Payment:

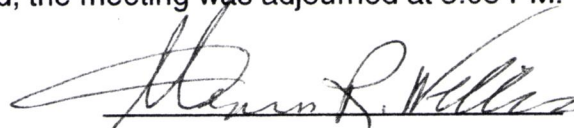
Motion by Chandler to approve Pay Request #4-Final from Utility Systems of America, Inc. for the retainage previously held for the Lift Station #1 Improvements Project in the amount of \$8,092.21. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Chandler to approve a claim for payment in the amount of \$400.00 from Short Elliot Hendrickson, Inc. (SEH) for easement drafting services. Motion seconded by Lenius and upon roll call the following voted in favor thereof: Welliver, Chandler, Zabinski and Lenius; Against: None; Abstained: Hodgson, whereby the motion was declared duly passed and adopted.

Motion by Hodgson to authorize the verified claims for payment in the amount of \$1,923,699.20 (\$1,329,874.59 computer checks and \$593,824.61 manual checks) per attached lists. Motion seconded by Zabinski and upon roll call the following voted in favor thereof: Welliver, Hodgson, Chandler, Zabinski and Lenius; Against: None, whereby the motion was declared duly passed and adopted.

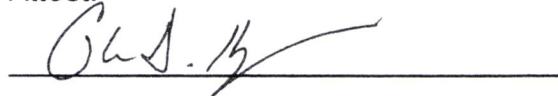
The next regular Commission meeting is Wednesday, October 16, 2013 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Upon a motion duly made and seconded, the meeting was adjourned at 5:05 PM.



Stephen R. Welliver, President

Attest:



Glen D. Hodgson, Secretary

GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
AUGUST 2013

NAME	AMOUNT	NAME	AMOUNT
Acheson Tire	60.00	Nextera	816.78
AE2S	11,276.75	North Central Laboratories	1,134.69
Alcola Solutions	2,508.02	Northeast Technical Services	986.11
AmeriPride Services	94.30	Northern Business Products	1,044.21
Autumn Creek Consulting	6,230.70	Northland Machine Inc	210.00
Bob Howendobler	4,152.50	Northwest Gas	101.09
Border States Electric	30,203.64	ODC	470.25
Burggrafs Ace Hardware	627.37	Pace Analytical	634.54
Busy Bees Quality Cleaning	1,964.36	Personnel Dynamics	14,543.59
Call Net	995.00	Polydyne	48,380.39
Citi Lights	5,962.50	Power Process	400.00
City of Grand Rapids	1,579.95	Precision Calibration & Sales	125.00
Cole Hardware	1,059.49	Public Utilities Commission	2,774.50
Cogsdale	5,670.00	R K Hillman	234.00
Davis Oil	2,750.63	Radtke Trucking	27,374.75
Dennis Doyle	118.09	Rapids Printing	748.57
Dust Be Gone	3,275.90	Range Paging	166.74
En Pointe Technologies Sales	8,370.75	River Road Market	1,554.80
Energy Insight Inc	3,077.12	Sandstroms	634.69
Era Laboratories	400.00	Sawmill Inn	42.29
Express Services Inc	4,579.56	Scheck Industrial Corp	3,298.05
Ferguson Enterprises	1,242.48	Stokes	33.13
Gopher State One-Call	774.30	Stuart Irby Co	320.62
Grainger	50.36	T & R Electric	1,362.65
Grand Rapids Newspapers	417.50	Treasure Bay Printing	1,321.20
Grand Rapids Post Office	100.00	Trout Enterprises	928.00
Great Northern Services	2,848.79	Turf & Tree Inc	8,347.79
H D Waterworks	930.73	Viking Electric Supply	87.30
Hawkins Inc	6,691.55	Viking Industrial Center	399.98
Hawkinson Construction	448.00	Waste Management	945.88
Hawkinson Sand & Gravel	45.56	WDIO-TV	360.00
Hope Health	35.53	Wells Fargo Business Card	379.25
HVAC	156.00	Wesco	11,410.87
Industrial Fluid Technologies	837.77	Wisconsin Energy Conservation	493.75
Itasca Computer Resources	1,603.47	WP & RS Mars Co	1,284.90
Itasca County Recorder	230.00	Xerox	174.65
Itasca County Treasurer	2,241.75	Zee Medical Service	34.41
Itasca Utilities Inc	2,020.00		
JDI Contracts Inc	8,455.63	Energy Star Rebates:	
Johnson, Killen, & Seiler	1,809.79	Jeff Davies	50.00
KOZY	588.00	Michael Eckert	25.00
L & M Supply	646.59	Rod & Kathy South	25.00
Lano, O'toole, Bengston	561.00		
The Local Boy	408.57		
Steve Mattson	21.47	Total	1,329,874.59
Marco Inc	1,947.52		
Mavo Systems	4,640.00		
Measurement Specialties	1,226.52		
Minnesota Dept of Commerce	2,930.05		
Minnesota Energy Resources	18.60	S E H	400.00
Minnesota Pollution Control Agency	45.00		
Minnesota Power	998,280.87		
Minuteman Press	76.95		
Neo Solutions	58,928.19		

WELLS FARGO BANK

CHECK NO	CHECK DATE	VEN NO	V E N D O R	Check Amount
MANUAL CHECKS				
2398	8/01/2013	1762	WELLS FARGO CORPORATE TRUST	24,768.75
2399	8/01/2013	1613	DELTA DENTAL OF MINNESOTA	3,650.00
2400	8/02/2013	1734	ING INSTITUTIONAL PLAN SERVICES LLC	19.05
2401	8/05/2013	700	MINNESOTA DEPT OF REVENUE	457.08
2402	8/05/2013	1232	WELLS FARGO BANK	2,947.28
2403	8/09/2013	700	MINNESOTA DEPT OF REVENUE	7,131.04
2404	8/09/2013	1232	WELLS FARGO BANK	42,713.10
2405	8/09/2013	458	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION	23,955.78
2406	8/09/2013	1734	ING INSTITUTIONAL PLAN SERVICES LLC	12,969.48
2407	8/13/2013	1611	SELECTACCOUNT	150.30
2408	8/13/2013	1612	SELECTACCOUNT	4,600.92
2409	8/07/2013	1612	SELECTACCOUNT	2,850.00
2410	8/09/2013	1611	SELECTACCOUNT	459.70
2411	8/16/2013	890	MINNESOTA DEPARTMENT OF REVENUE	12,720.28
2412	8/16/2013	890	MINNESOTA DEPARTMENT OF REVENUE	68,303.00
2413	8/20/2013	1611	SELECTACCOUNT	382.00
2414	8/30/2013	67	BLUE CROSS BLUE SHIELD	52,394.29
63579	8/01/2013		LILGREEN, DOREEN	58.50
63580	8/01/2013	1364	COLLABORATION UNLIMITED	8,425.35
63581	8/02/2013	374	MINNESOTA POLLUTION CONTROL AGENCY	33.00
63582	8/02/2013	570	U S POST OFFICE	747.06
63583	8/05/2013	1762	WELLS FARGO CORPORATE TRUST	116,624.65
63584	8/05/2013	1550	MN PUBLIC FACILITIES AUTHORITY	68,083.20
63585	8/05/2013	921	UNITED PARCEL SERVICE	24.53
63586	8/05/2013	1572	MINNESOTA ENERGY RESOURCES CORP	15.50
63587	8/05/2013	1835	VERIZON WIRELESS	238.98
63588	8/08/2013		WHITE & BRIGHT LAUNDRY SERVICE LLC	69.25
63589	8/08/2013		ITASCA COUNTY HUMAN RESOURCE CENTER	6.01
63590	8/09/2013	282	ITASCA COUNTY TREASURER	5,720.00
63591	8/09/2013	570	U S POST OFFICE	656.84
63594	8/16/2013	92	CASPER CONSTRUCTION INC	23,084.89
63595	8/16/2013	288	ITASCA UTILITIES INC	9,023.60
63596	8/16/2013	921	UNITED PARCEL SERVICE	56.47
63597	8/16/2013	1959	MATTSON, STEVE	338.72
63598	8/16/2013		PIZZA WORKS SANDWICH-N-DELI	150.16
63732	8/16/2013	1607	SELECTACCOUNT	161.60
63735	8/19/2013	570	U S POST OFFICE	564.46
63736	8/21/2013		RUFF, JAN	1.51
63741	8/23/2013	1218	CITY OF LAPRAIRIE	12,999.85
63742	8/26/2013		RUDOLPH, ROMI	4.46
63743	8/27/2013	570	U S POST OFFICE	740.22
63744	8/27/2013	603	WARD, ANTHONY T.	118.17
63745	8/27/2013	921	UNITED PARCEL SERVICE	58.87
63746	8/27/2013		COMPUDYNE INC	75.44
63747	8/29/2013		BLAINE, JEFFREY A	32.97
63748	8/29/2013		MEYER, MILDRED ARLEEN	35.79

LINDA

*** GRAND RAPIDS PUBLIC UTILITIES ***
ACCOUNTS PAYABLE CHECK REGISTER 8/31/2013
WELLS FARGO BANK

CHECK NO	CHECK DATE	VEN NO	V E N D O R	Check Amount
63749	8/31/2013	100	CITY OF GRAND RAPIDS	72,333.33
63750	8/31/2013	100	CITY OF GRAND RAPIDS	44,939.14
63751	8/30/2013		NORTHERN ACCENTS CUSTOM UPHOLSTERY	38.53
			Previously Approved 8/14/13	32,108.49 *
			Manual checks to be approved	<u>593,824.61</u>
			Total	625,933.10

GRAND RAPIDS GOLF COURSE BOARD
 REGULAR MONTHLY MEETING
 September 17, 2013
 7:00 AM

Present: Jeff Ericson, Steve Forneris, Larry O'Brien, Ron Iannelli, Dan Richter

Absent: None

Staff: Bob Cahill Director of Golf
 Steve Ross Grounds Superintendent

- I. Jeff Ericson called the meeting to order.
- II. Steve Forneris made a motion to accept the minutes of the August 20, 2013 Board meeting. Dan Richter seconded the motion. The motion passed.
- III. Consideration of monthly bills: Dan Richter made a motion to approve the bill list. Steve Forneris seconded the motion. The motion passed. Dan Richter made a motion to approve two additional bills: one to Midwest Golf Cars for \$1080.00 and one to Northern Air Plumbing for \$1,000.00. Steve Forneris seconded the motion. The motion passed.

AMERIPRIDE LINEN & APPAREL	114.98
BURGGRAF'S ACE HARDWARE INC	230.04
CLUB CAR MINNESOTA	244.04
COLE HARDWARE INC	36.32
D.C.R. COMMUNICATIONS INC	70.00
DELTA DENTAL OF MINNESOTA	111.20
FASTENAL COMPANY	78.63
CITY OF GRAND RAPIDS	114.72
GRAND RAPIDS CITY PAYROLL	37,512.43
GRAND RAPIDS STATE BANK	2,523.65
KELLER FENCE COMPANY	30.99
L&M SUPPLY	415.42
MINNESOTA SALES & USE TAX	6,120.11
MINNESOTA TORO	1,434.76
NORTHERN LAKES WINDOW CLEANING	144.28
NORTHERN SAFETY CO. INC.	229.84
NORTHERN TURF SERVICES	275.00
PIONEER MUTUAL LIFE INS CO	4.10
NORTHERN MN WATER COND DBA	100.44
STOKES PRINTING COMPANY	89.64
TDS Metrocom	241.36
TDS MEDICA DIRECT INC	175.00
TURFWERKS	356.25
WASTE MANAGEMENT	254.33
WITTEK GOLF SUPPLY COMPANY INC	764.72
TOTAL ALL VENDORS:	51,672.25

IV. Visitors: None

- V. Grounds Superintendent: Steve Ross reported. A few remaining fairways are being aerated this week. Aerification of greens should start Monday the 23rd. Snow mold treatment will be applied in early October. Tee box aerification will start today. It is being recommended that placement of large tents for weddings etc. should be done in front of the driving range tee box, rather than on the tee box. A fall Board tour of the golf course was done today, prior to the close of the meeting.

- VI. Concessions: None
- VII. Director of Golf: Bob Cahill reported. Financials looked a bit better in August. Larry and Bob will meet to begin to work on the budget and prepare an inventory of larger maintenance equipment.
- VIII. Old Business: None
- IX. New Business: None
- X. Correspondence and Open Discussion: None.
- XI. Adjourn: Dan Richter made a motion to adjourn the meeting. Steve Forneris seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien
Recording Secretary

GRAND RAPIDS GOLF COURSE BOARD
SPECIAL MEETING
October 4, 2013
7:30 AM

Present: Jeff Ericson, Larry O'Brien, Ron Iannelli, Steve Forneris

Absent: Dan Richter

Staff: Bob Cahill Director of Golf
Steve Ross Grounds Superintendent

- I. Jeff Ericson, Chair, called the meeting to order.
- II. Visitors: None
- III. Steve Forneris made a motion recommend to the City Council the purchase of a used John Deere tractor priced at \$16,400. Ron Iannelli seconded the motion. The motion passed.
- IV. Steve Forneris made a motion to adjourn the meeting. Ron Iannelli seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien
Recording Secretary



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0645 **Version:** 1 **Name:** Finance Department Head Report
Type: Department Head Report **Status:** Department Head Report
File created: 10/23/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Finance Department ~ Barb Baird
Sponsors:
Indexes:
Code sections:
Attachments: [2013 Dept Head Rpt 102813.pdf](#)

Date	Ver.	Action By	Action	Result
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Finance Department ~ Barb Baird



M E M O R A N D U M

DATE: October 28, 2013
TO: Mayor Dale Adams, Council members Joe Chandler, Dale Christy, Barb Sanderson, and Ed Zabinski
C: Tom Pagel, City Administrator
FROM: Barb Baird, Finance Director
RE: Department Head Report

Since the last report, the Finance Department has been involved in the following activities:

- Completed the 2012 audit and submitted 2012 Comprehensive Annual Financial Report (CAFR) for the Certificate of Achievement for Excellence in Financial Reporting.
- The City received the Certificate of Achievement for Excellence in Financial Reporting for 2011. This is the twentieth year the City has received this award.
- Assisted in issuance of \$1,525,000 GO Improvement Refunding Bonds, 2013A-net present value savings of \$279,000.
- Started 2014 budget process and preparing for the certification of the preliminary levy on September 15, 2013.
- In June, we had the retirement of Shirley Miller, Finance Director along with the appointment of myself to the Finance Director position.
- Assisted Human Resources Director in interviewing for the Assistant Finance Director position, resulting in the appointment of Tim Adamich to the position in July.
- Completed the 2012 Schedule of Expenditures of Federal Awards Audit.
- We assisted in the issuance of two bond issues in September:
\$4,025,000 GO Street Reconstruction Bonds, 2013B
\$2,305,000 GO Utility Revenue Bonds, 2013C

- Assisting Northland Counseling, Incorporated with issuing not to exceed \$1,500,000 in Revenue Notes; Series 2013.
- In October, we had the retirement of Dorothy Monroe, Accounting Technician/Payroll.
- Assisted Human Resources Director in interviewing for the Payroll/Human Resources Technician, resulting in the appointment of Cindy Phillips to the position with a start date of October 21, 2013.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0648 **Version:** 1 **Name:** PW Dept Head Report
Type: Department Head Report **Status:** Department Head Report
File created: 10/23/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Public Works Department - Jeff Davies

Sponsors:

Indexes:

Code sections:

Attachments: [2013 10-28 PW Fall DH Report](#)
[2013 10-28 PW Fall Labor Report](#)

Date	Ver.	Action By	Action	Result
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Public Works Department - Jeff Davies



The last Public Works Department Head Report was April 8th, 2013. April 2013 snowfall totaled 23.5 inches which brought our Oct through May snowfall for the winter of 2012-13 to 94.5 inches. That was the second highest winter season snowfall on record, which spans over 98 years. As it pertains to the calendar year of 2013 our total snowfall so far is 71.9 inches. If we have a snowy November/December it's likely we might approach another record year for snow. Our 30 year average is 53.6 inches.

This summer half of our outsourced line item expenditures (\$66,417) were spent on tree removal. Hazard tree identification, visibility issues at intersections and clearing alley ROW's were most of the work. This increase is directly related to the 2012 July windstorm.

It was another busy season at the Grand Rapids Sports Complex and American Legion Baseball Field. Fields are irrigated, fertilized, mowed and lined for association league play as well as High School and ICC games.

Crack sealing was completed and slightly over budget. \$25,000 was budgeted with expenditures of \$26,071.

We are responsible for 110 storm water outfalls that drain into the Mississippi River. We have completed 100% of our inspections and the required maintenance is 90% complete. We are hoping for an extended fall to complete the required maintenance.

Until the snow season begins, Public Works will continue to maintain City Parks and the Central Business District.

**2013 PW In-House ROW Labor & Equipment Reports 10-28-13
May to October 2013**

ROW Alley/Road Maint-Grading

Labor	Eqpt	Total
8,334.14	14,965.00	23,299.14

ROW Pothole Patch RES

Labor	Eqpt	Total
3,961.31	3,235.00	7,196.31

ROW Blvd Maint

Labor	Eqpt	Total
4,386.80	8,200.00	12,586.80

ROW Blvd Maint-MNDOT

Labor	Eqpt	Total
1,573.59	3,367.50	4,941.09

Sign Repairs

Labor	Eqpt	Total
15,525.34	8,085.00	23,610.34

Sidewalk Repairs

Labor	Eqpt	Total
1,478.87	1,937.50	3,416.37

ROW Totals:

Labor	Eqpt	Total
35,260.05	39,790.00	75,050.05

**2013 PW In-House Labor & Equipment Reports 10-28-13
May to October 2013**

Blvd Tree Maint

Labor	Eqpt	Total
23,071.61	26,922.50	49,997.11

Central School Maint

Labor	Eqpt	Total
5,596.54	9,438.75	15,035.29

Community Parks-Grounds Maint

Labor	Eqpt	Total
21,839.42	27,333.75	49,173.17

Sports Complex Maint

Labor	Eqpt	Total
18,057.36	32,916.25	50,973.61

Legion Field Maint

Labor	Eqpt	Total
13,815.73	21,026.25	34,841.98

Soccer Field Maint

Labor	Eqpt	Total
4,911.14	6,911.25	11,822.39

Community Events

Labor	Eqpt	Total
23,524.37	11,750.00	35,274.37

**2013 PW In-House SWU Labor & Equipment Reports 10-28-13
May to October 2013**

SWU Apron Maint includes Inspections for Outfalls

Labor	Eqpt	Total
8,818.03	7,977.50	16,795.53

SWU Best Management Practices-Inspections

Labor	Eqpt	Total
1,362.26	275.00	1,637.26

SWU Catchbasin Maint-Cleaning/Inspections

Labor	Eqpt	Total
9,432.88	12,093.75	21,526.63

SWU Ditch Maint-Clean/Inspections

Labor	Eqpt	Total
2,667.05	2,445.00	5,112.05

SWU General Category- Flushing/Sweeping Walks/Rplc Culverts

Labor	Eqpt	Total
10,696.94	13,796.25	24,493.19

SWU Maint/Inspect/Explore/Clean Ditch Systems

Labor	Eqpt	Total
3,367.09	3,317.50	6,684.59

SWU Totals:

Labor	Eqpt	Total
36,344.25	39,905.00	76,249.25



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	13-0635	Version:	1	Name:	AAB Bylaws Update
Type:	Agenda Item	Status:		Status:	Airport
File created:	10/21/2013	In control:		In control:	City Council
On agenda:	10/28/2013	Final action:		Final action:	
Title:	Consider adopting the revised Bylaws of the Grand Rapids / Itasca County Airport Advisory Board as recommended by the Airport Advisory Board.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	9-25-13 AAB AMENDED BYLAWS				

Date	Ver.	Action By	Action	Result
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Consider adopting the revised Bylaws of the Grand Rapids / Itasca County Airport Advisory Board as recommended by the Airport Advisory Board.

Background Information:

The Airport Advisory Board (AAB) Bylaws were originally established in 2012. Under Article Three of the existing Bylaws, the terms of the Board members are limited to one year. Recognizing that the Board only meets four times per year, and that institutional knowledge is important to the vitality of the airport, City staff recommended that the AAB consider amending Article Three of the Bylaws to include four 3-year terms and two 2-year terms. In addition, during discussion at their most recent meeting, the AAB also requested that Article Eight be changed to state that the secretary duties would be performed by the recording secretary rather than the corporate secretary. Attached are the proposed, amended Bylaws that the AAB is recommending for your consideration.

Staff Recommendation:

City staff recommends adopting the revised Bylaws of the Grand Rapids / Itasca County Airport Advisory Board as recommended by the Airport Advisory Board.

Requested City Council Action

Consider adopting the revised Bylaws of the Grand Rapids / Itasca County Airport Advisory Board as recommended by the Airport Advisory Board.

**GRAND RAPIDS/ITASCA COUNTY
AIRPORT ADVISORY BOARD**

**BYLAWS OF APRIL 18, 2012
AND
AMENDED OCTOBER 28, 2013**

ARTICLE ONE

The office of the Board shall be located in the City Hall, City of Grand Rapids, County of Itasca, State of Minnesota.

ARTICLE TWO

The Board shall meet quarterly at such time and place as agreed upon by a majority of the Board. Meetings will be rescheduled when they conflict with major holidays. The chair or any two Board Members together may call special meetings of the Board as is deemed appropriate, on 72 hours written notice to all members of the Board. No business shall be conducted at a special meeting that was not stated in the written notice of the special meeting. All notices of meetings shall comply with the Minnesota's open meeting law.

ARTICLE THREE

The Board has six members. Three members are appointed by the Grand Rapids City Council and three members are appointed by the Itasca County Board. *The terms of office shall be staggered in nature to ensure consistency and the retention of institutional knowledge. Beginning in 2014, there shall be four members appointed for three-year terms and two members appointed for two-year terms. There shall be two three-year terms and one two-year term held by each Itasca County and City of Grand Rapids appointed members.* Members who are appointed to the Board to fill an unexpired term shall be appointed to the unexpired portion of the previous Boarder's term.

ARTICLE FOUR

Each Member present shall be entitled to one vote in the actions and decisions of the Board. A quorum is necessary in all voting by the Board. A majority of Members shall constitute a quorum at meetings of the Board. Any action taken or decision made must be by a majority vote of Members present.

ARTICLE FIVE

The elective officers of the Board shall be a chair and a secretary. The Board shall appoint the initial chair. The election of each officer shall take place annually at the time and place of the regular Spring quarter meeting of the Board. A candidate for office must be nominated by a Member and seconded by at least one other Member. Any Member

shall be eligible for office, but only Members who are present shall be entitled to vote. Candidates who receive a majority of votes so cast shall be elected.

ARTICLE SIX

The chair shall be the chief officer of the Board. The chair shall perform or delegate to the secretary all duties necessarily incident to the office including but not limited to, organizing meetings, meeting with outside community organizations or persons, and providing overall leadership for the Board. In the event the chair is absent from a meeting or unable to attend to a duty, the secretary shall fill in for the chair. In the event both the chair and secretary are unable to attend a meeting, a temporary chair shall be elected by a majority of Members present.

ARTICLE SEVEN

The secretary shall perform the duties of the chair in the absence or at the request of the chair. The secretary shall assist the chair in planning, administering and conducting Board business.

ARTICLE EIGHT

The **recording** secretary shall keep a complete record of all proceedings of the Board. The **recording** secretary shall keep a roll of the members of the Board and shall perform all other duties usually appertaining to the office of secretary. In the event that the **recording** secretary is absent from a meeting, the chair shall appoint a secretary pro tempore to record the proceedings of the Board meeting. Minutes of each meeting shall be submitted to City Administrator and will be mailed or e-mailed out to all Board members the Friday before the next meeting. Copies shall be submitted to the City Administrator and the City Council.

ARTICLE NINE

At the quarterly meetings of the Board, the order of business shall in general be as follows:

1. Call to order;
2. Welcome guests;
3. Minutes of preceding meeting and action thereon;
4. Public comment;
5. Administration;
6. Operations and Maintenance;
7. Engineering;
8. Finance;
9. Adjournment.

ARTICLE TEN

Every member of the Board shall be required to attend at least seventy five percent of all meetings each calendar year. Board members who are unable to meet the attendance requirement may be removed from the Board. Any member of the Board may voluntarily terminate membership by written resignation to the chair and the City Council or County Board that appointed them.

ARTICLE ELEVEN

These Bylaws may be amended by the affirmative vote of two-thirds of the membership, at any regular meeting of the Board, provided notice of such amendment or amendments and the nature thereof shall have been given to the members at least one month prior to the date of the meeting at which said amendment or amendments are to be presented for consideration. The proposed amendment(s) must meet with the approval of the Grand Rapids City Council and the Itasca County Board by majority vote of each entity prior to the newly amended bylaws becoming effective.

ARTICLE TWELVE

As determined by a Joint Powers Agreement of the City of Grand Rapids and Itasca County, this Advisory Board shall act solely in an advisory capacity to the City and County. The Board will have no formal powers and shall take no formal action other than recommending a course of action. The Board shall not have the authority to make or enter into contracts, to hire agents or fire agents or employees, to incur debts or liabilities related to the purpose of this agreement, or to take any legal action on behalf of the joint powers authority.

The Board shall make recommendations to the City Council relating to airport staffing requirements. All airport employees shall be subject to the City's Personnel Policies and Procedures, or appropriate collective bargaining agreements. The County Coordinator or his/her designee shall be included, at his/her discretion, in the recruitment and hiring process for all airport employees and the Airport Manager.

Any modifications to this provisions may only be made upon a modification of the Joint Powers Agreement of the City and the County by majority vote of each entity.

ARTICLE THIRTEEN

The foregoing Bylaws comprising four (4) pages, constitute the Bylaws of the Grand Rapids/Itasca County Airport Advisory Board, as duly amended at the regular meeting of the Boarder, duly held on _____.

IN TESTIMONY WHEREOF, we the undersigned directors, have recommended acceptance of the above by-laws to be the By-Laws of the Grand Rapids/Itasca County

Airport Advisory Board. They will become effective once ratified by majority vote of the Grand Rapids City Council and the Itasca County Board of Commissioners.

Recommended for adoption by the Grand Rapids/Itasca County Airport Advisory Board on the 25th day of September, 2013 on the following roll call vote:

Motioned by: _____

Seconded by: _____

Ayes: _____

Nays: _____

ATTEST: _____
Grand Rapids/Itasca County Airport Advisory Board Chair

ATTEST: _____
Grand Rapids/Itasca County Airport Advisory Board Secretary

RATIFIED BY: _____
Chairperson
Itasca County Board of Commissioners

Attest: _____
Clerk to the County Board

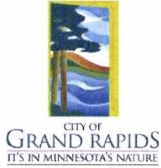
Date: _____

CITY OF GRAND RAPIDS:

RATIFIED BY: _____
Hon. Dale Adams, Mayor

Attest: _____
Tom Pagel
City Administrator

Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0654 **Version:** 1 **Name:** Economic Impact Agreement
Type: Agenda Item **Status:** Civic Center, Parks & Recreation
File created: 10/24/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Enter into an agreement with the University of Minnesota for an economic impact study of the IRA Civic Center.
Sponsors:
Indexes:
Code sections:
Attachments: [Grand Rapids Proposal 10-22-13](#)
[Grand Rapids Program Agreement](#)

Date	Ver.	Action By	Action	Result
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Enter into an agreement with the University of Minnesota for an economic impact study of the IRA Civic Center.

Background Information:

In an effort to pursue bonding funds to complete major renovations at the IRA Civic Center, City Administrator Pagel feels it is critical to perform a study showing the economic impact this facility has on our community. If approved, the project will begin November 15, 2013 and be completed on December 31, 2014. City staff and volunteers from GRAHA will assist in conducting surveys and gathering data from visitors throughout the duration of the project.

The fee for the research and report is \$9,000.00. We contacted IRRB but unfortunately they do not have funds available for this type of study. We are waiting to hear back from the Blandin Foundation to see if they would contribute to the project. If no other funds are secured, I propose that we cover this expense through the Civic Center's 2014 operating budget.

Copies of the Economic Assessment Proposal and the Agreement are attached for your review.

Staff Recommendation:

Enter into an agreement with the University of Minnesota to Assess the Annual Economic Contribution of the IRA Civic Center and authorize necessary signatures.

Requested City Council Action

Consider entering into an agreement with the University of Minnesota to Assess the Annual Economic Contribution of the IRA Civic Center and authorize necessary signatures.

UNIVERSITY OF MINNESOTA PROPOSAL: ASSESSING THE ANNUAL ECONOMIC CONTRIBUTION OF THE GRAND RAPIDS IRA CIVIC CENTER

PROJECT TITLE

Assessing the Annual Economic Contribution of the Grand Rapids IRA Civic Center

CLIENT

City of Grand Rapids

PROJECTED START AND END

Start - November 15, 2013 (approx.)

Preliminary Analysis Complete - December 15, 2014

End - December 31, 2014

KEY EXTENSION STAFF

Dan Erkkila and Xinyi (Lisa) Qian

PROJECT OVERVIEW

The City of Grand Rapids has over 200 acres of parks and open-space lands, and nearly 50 miles of city trails for recreational activities. One of the many opportunities the city creates for residents and visitors alike is the IRA Civic Center, a venue that can hold up to 4,000 people with 50,000 square feet of exhibit space for ice (hockey, figure skating) and dry floor events, including concerts, trade shows, wedding reception and banquets.

As it contemplates future upgrades to the facility, the city would like to better understand the economic and social contribution of the civic center to the surrounding community and region. To achieve this goal, they would like to conduct a research project in partnership with the University of Minnesota Extension.

PROJECT APPROACH

Regional economic impacts are typically described by three components: direct, indirect and induced impacts or effects. Direct impacts are the immediate, first-round expenditures generated as firms expand production to supply the increased demand of their products or services. Indirect impacts are the intermediate sales as businesses buy inputs for their productive use. An example of this would include a restaurant replenishing food supplies or hiring services (e.g. accountants). Finally, induced impacts come from increased household income and the resulting expenditures of employees spending earnings in the local economy.

Impact measures typically quantify the following:

- Gross Industry Output - total industry production (shipments plus net additions to inventory)
- Employment - annual average full and part-time jobs
- Total Value Added - value added to intermediate goods and services. Total of employee compensation plus self-employment income, plus other property income plus indirect business taxes.

Determination of the three components of impact, measured in gross output, employment and total value added will be done with the help of the IMPLANⁱ forecasting model. IMPLAN is based on an input-output method of economic impact estimation that traces commodity flows from producers to intermediate and final consumers. Its level of detail is the county level (or aggregations of counties as appropriate) and is based on the U.S. Department of Commerce, Bureau of Economic Analysis conventions for input-output analyses.

A model of the Itasca County area will be constructed with IMPLAN using the most recent IMPLAN data set for Minnesota. The model will be used to estimate the impact of nonlocal annual visitors/attendees to the IRA Civic Center on the local economy for the study period.

A necessary consideration, in addition to the estimate of nonlocal visitors, will be the amount of daily spending these visitors exhibit during their stay in the area. Because this information is not available, primary data collection to determine average spending of visitors who attend civic center events will be done for this project by using intercept surveys of nonlocal attendees of ice or dry-floor events across a 12-month period. Interviewers will ask potential respondents at the civic center several questions to ascertain whether the individual meets the definition of tourist (i.e. out of home community, self-determined) and willingness to participate. Assuming the person meets the definition of tourist and is willing to participate, they will be given a questionnaire to take with them to fill out upon completion of their trip and return to St. Paul via U.S. post. Target survey quotas will be to achieve 100 completed, usable responses per quarter, 400 for the 12-month period.

STUDY AREA

Itasca County.

RESEARCHER ROLES AND RESPONSIBILITIES

Dr. Dan Erkkila (Principal Investigator)

- Design research and approach
- Carry out IMPLAN analysis
- Write report

- Present analysis results to community as selected by client

Dr. Xinyi (Lisa) Qian (Co-Principal Investigator)

- Assist in survey design
- Train city surveyors (one on-site training session)
- Manage survey process (overseeing data collection and input)
- Clean and analyze data
- Write report

CLIENT ROLES AND RESPONSIBILITIES

City of Grand Rapids

- Provide estimates of nonlocal visitor for the study period, as well as capital investments to the facility and other appropriate annual financial (e.g., sales), operations and visitor data to be used in the impact analysis.
- Provide personnel to serve as intercept surveyors for the full 12-month period.

PROJECT DELIVERABLES

- A research report will be completed that includes study approach, assumptions, methods and results. Economic impacts from IRA Civic Center visitors and any center gate/sales will be identified by direct, indirect and induced effects measuring gross output, employment and value added. The report will be completed no later than December 31, 2014.
- Presentation conducted for the client if requested.

KNOWN CONSTRAINTS

- While “gate” totals may be known by the city for every center event, it may be challenging to identify how many are not local attendees. If this proves difficult for the client to provide, several estimates can be made with impact assessments for each to see the range of impacts across several assumed levels.

PROJECT COSTS AND UNIVERSITY CONTRIBUTIONS

The costs for this project have been estimated to be \$9,000, which includes all travel and direct expenses for the University of Minnesota Extension Team.

¹ IMPLAN (Impact Analysis for PLANning) was originally developed for the USDA Forest Service for land and resource management planning. It is a sophisticated, yet flexible tool that uses federal and state data sources to allow for economic impact assessments and analyses. It is now managed and supported internationally by the Minnesota IMPLAN Group (MIG, Inc., Hudson, WI).



UNIVERSITY OF MINNESOTA
PROGRAM AGREEMENT

THIS PROGRAM AGREEMENT (the “**Agreement**”) is between Regents of the University of Minnesota (the “**University**”), a Minnesota constitutional corporation, and **the City of Grand Rapids**, a(n) **statutory city** (the “**Organization**”). This Agreement is entered into by University through Extension.

The parties agree as follows:

1. Description of Program. University shall deliver the following program to Organization: **Assessing the Annual Economic Contribution of the Grand Rapids IRA Civic Center research and report** on the following dates **Project starting November 15, 2013 and project completion December 31, 2014. Per an agreed upon proposal (attached) dated October 22, 2013** at the following location(s) **City of Grand Rapids, MN** (the “**Program**”).

1.1 University is the owner of or has obtained the right to use, distribute, publish, copyright (if applicable) and otherwise disseminate the Program and all materials related to the Program. Organization expressly disclaims any ownership or copyright to the Program and all materials related to the program.

1.2 Reference to Program in this Agreement shall be deemed to include any deliverables provided to Organization in connection with the Program, including without limitation, curriculum, reports, results, materials, products, and information.

2. Fee. For the Program described in Section 1, Organization shall pay the University: \$9,000.00, plus any sales or use tax, if applicable.

2.1 The fee shall be paid (check one of the two boxes):

- in full upon the signing of this Agreement; or
- in installments, payable on the following dates: **December 31, 2014**

2.2 Invoices shall be sent to:

City of Grand Rapid
Attn: Barbara Baird
420 N. Pokegama Avenue
Grand Rapids MN 55744

Phone No.: **218-326-7615**
Facsimile No.: **218-326-7608**
Email: **finance@cityofgrandrapidsmn.com**

2.3 Organization represents to University that no funds received under any grant or separate funding agreement will be used to pay the fee to University.

3. Term. The term of this Agreement shall commence on **November 15, 2013** (“**Effective Date**”) and shall expire on **December 31, 2014** unless terminated earlier as provided in Section 4.

4. Termination. Either party may terminate this Agreement if the other party (i) fails to perform any material obligation under this Agreement and (ii) does not correct such failure within 30 days after having received written notice of such failure. Additionally, either party may terminate this Agreement for its convenience upon 60 days’ prior written notice to the other party. Upon any termination under this Section 4, Organization shall promptly pay University for all components of the Program delivered and costs incurred up to and including the effective date of termination.

5. Compliance with Applicable Regulations. University shall be responsible for complying with all federal, state and local laws and regulations relating to criminal background checks for all University staff members having direct contract with minors as a result of this Agreement.

6. DISCLAIMER OF WARRANTIES. UNIVERSITY MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION, ORIGINALITY OR SUITABILITY OF THE PROGRAM OR DELIVERABLES PROVIDED UNDER THIS AGREEMENT. UNIVERSITY EXPRESSLY DISCLAIMS WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY FOR BREACH OF CONTRACT. IN NO EVENT SHALL EITHER PARTY’S LIABILITY FOR BREACH OF THIS AGREEMENT INCLUDE DAMAGES FOR WORK STOPPAGE, LOST DATA, OR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFIT) OF ANY KIND. EXCEPT FOR EACH PARTY’S OBLIGATIONS UNDER SECTIONS 10.1 AND 10.2, EACH PARTY’S LIABILITY TO THE OTHER FOR BREACH OF THIS AGREEMENT SHALL NOT EXCEED AN AMOUNT EQUAL TO THE MONETARY CONSIDERATION PAID TO UNIVERSITY UNDER THIS AGREEMENT.

8. Use of University Name or Logo. Organization agrees not to use the name, logo, or any other marks (including, but not limited to, colors and music) owned by or associated with University or the name of any representative of University in any form whatsoever without the prior written permission of University in each instance. However, Organization may use the name of University in a document required to be filed with, or provided to, any governmental authority or regulatory agency to comply with applicable legal or regulatory requirements. Organization agrees to provide University with a copy of any such document.

9. Export Controls. Organization shall notify University in writing if any technological information or data to be provided to University is subject to export controls under U.S. law or if

technological information or data that Organization is requesting University to produce during the course of work under this Agreement is expected to be subject to such controls. Organization shall notify University of the applicable export controls (for example, Commerce Control List designations, reasons for control, and countries for which an export license is required). University shall have the right to decline export controlled information or tasks requiring production of such information. If the Services cannot reasonably be performed without University access to export controlled information or data, the Agreement may be terminated by either party for convenience in accordance with Section 4, except that such termination shall occur immediately upon written notice to the other instead of at the end of the thirty (30)-day period set forth in Section 4. Organization shall not release export controlled information or data to University until Organization has been notified in writing by University that University has implemented a technology control plan for such information.

10. Indemnification and Insurance.

10.1 Except as provided in Section 10.2, each party shall be responsible for its own acts and omissions, including the acts of its directors, employees, agents and contractors, and the results thereof and shall not be responsible for the acts of the other party and the results thereof. Liability of University is subject to the terms and limitations of the Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, as amended.

10.2 Organization shall indemnify, defend, and hold harmless University, its regents, faculty members, students, employees, agents, contractors, and authorized volunteer workers against any and all claims, costs, or liabilities, including attorneys' fees and court costs at both trial and appellate levels, for any loss, damage, injury, or loss of life (other than that attributable to willful, wanton or intentional acts or omissions of University) arising out of (i) use by Organization (or any third party acting on behalf of or under authorization from Organization) of the Program or any information, reports, deliverables, materials, products or other results of University's work under this Agreement or (ii) Organization's infringement of a third party's intellectual property rights or Organization's violation of any law, rule, or regulation in the provision of any materials to University.

10.3 Each party represents that it has and will maintain the following levels of insurance or self-insurance during the term of this Agreement: (i) Workers' Compensation in statutory compliance with Minnesota law; and (ii) general liability insurance in an amount not less than \$1,000,000 each occurrence. If requested by University, Organization's policy shall name Regents of the University of Minnesota as an additional insured. Certificates of all insurance detailed above shall be furnished to the other party upon request.

11. General Provisions.

11.1 Amendment. This Agreement shall be amended only in writing duly executed by all the parties to this Agreement.

11.2 Assignment. The parties may not assign any rights or obligations of this Agreement without the prior written consent of the other party. Any assignment attempted to be made in violation of this Agreement shall be void.

11.3 Entire Agreement. This Agreement (including all documents attached or referenced) is intended by the parties as the final and binding expression of their agreement and as the complete and exclusive statement of its terms. This Agreement cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the subject matter of this Agreement, including without limitation, any non-disclosure agreements. The terms and conditions of any purchase order or similar document submitted by Organization in connection with the Program provided under this Agreement shall not be binding upon University.

11.4 Force Majeure. No party to this Agreement shall be responsible for any delays or failure to perform any obligation under this Agreement due to acts of God, strikes or other disturbances, including, without limitation, war, insurrection, embargoes, governmental restrictions, acts of governments or governmental authorities, and any other cause beyond the control of such party. During an event of force majeure the parties' duty to perform obligations shall be suspended.

11.5 Governing Law and Jurisdiction. The internal laws of the state of Minnesota shall govern the validity, construction and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, actions, claims and causes of action relating to the construction, validity, performance and enforcement of this Agreement shall be in the courts of Hennepin County, Minnesota.

11.6 Independent Contractor. In the performance of their obligations under this Agreement, the parties shall be independent contractors, and shall have no other legal relationship, including, without limitation, partners, joint ventures, or employees. Each party's employees (i) shall be regarded as the employees of such party and shall not be regarded as the employees of the other party; (ii) shall be subject to the employment policies and procedures of such party and shall not be subject to the employment practices and procedures of the other party; and (iii) shall not be entitled to any employment benefits of the other party. Neither party shall have the right nor power to bind the other party and any attempt to enter into an agreement in violation of this section 11.6 shall be void. Neither party shall take any actions to bind the other party to an agreement.

11.7 Notices. All notices and other communications that a party is required or elects to deliver shall be in writing and shall be delivered personally or by facsimile or by a recognized courier service or by United States Mail (first-class, postage pre-paid, certified return receipt requested) to the other party at the following addresses. Such notices and other communications shall be deemed made when delivered; faxed; submitted to the courier service; or, with respect to U.S. mail, three (3) days after mailing.

If to University: University of Minnesota
Extension Center for Community Vitality
Attn: **Mary Ann Kiddie**
468 Coffey Hall
1420 Eckles Ave.
St. Paul MN 55108
Phone No.: **612-624-5429**
Facsimile No.: **612-625-1955**
E-mail: **kiddi001@umn.edu**

With a copy to: University of Minnesota
Office of the General Counsel
Attn: Transactional Law Services Group
360 McNamara Alumni Center
200 Oak Street S.E.
Minneapolis, MN 55455-2006
Facsimile No.: (612) 626-9624
E-mail: contracts@mail.ogc.umn.edu

With a copy to: University of Minnesota
Extension Finance and Planning
415 Coffey Hall
1420 Eckles Avenue
St. Paul, MN 55108
E-mail: **m-mone@umn.edu**

If to Organization: **City of Grand Rapids**
Attn: **Barbara Baird**
420 N. Pokegama Avenue
Grand Rapids MN 55744

Phone No.: **218-326-7615**
Facsimile No.: **218-326-7608**
E-mail: **finance@cityofgrandrapidsmn.com**

11.8 Survival. Upon termination or expiration of this Agreement, Sections 2, 5, 6, 7, 8, 9, 10 and 11 shall survive.

IN WITNESS WHEREOF, the parties have entered into the Agreement as of the dates indicated below. Each individual signing below represents that they have the authority to bind the party on whose behalf they are signing.

Regents of the University of Minnesota

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: **Dale Adams**
Title: **Mayor, City of Grand Rapids**
Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0643 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Community Development
File created: 10/23/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Consider approval of Piskel land lease

Sponsors:

Indexes:

Code sections:

Attachments: [Piskel - Wayne's Automotive](#)
[Piskel maps.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approval of Piskel land lease

Background Information:

Mr. Joe Piskel, owner of Wayne's Automotive, approached staff with a desire to expand his business to include converting vehicles from gasoline to compressed natural gas (CNG). In order to pursue this business expansion, he would need to install two pieces of equipment for compressing and fueling. His intentions are not to have the equipment available as a fueling station, but for his own use and for an initial fueling of vehicles he has performed the conversion on. He does not have room available to install this equipment inside Wayne's Automotive nor does he have any excess property to locate it on.

The proposed land lease would allow for the equipment to be installed in compliance with Fire Code and would utilize a small, unused, area of the City's public parking lot. The lease is for an initial one year term and has the option of entering into a new agreement for an additional 3 years. The land lease rate is \$45.00 per month, which is based on 8% of the estimate land value. The lease also requires that any fencing or other improvements located on the leased land be approved by the Community Development Director.

Requested City Council Action

Consider approval of Piskel land lease

LEASE AGREEMENT

This Lease Agreement is made this ____ day of _____, 2013, by and between the City of Grand Rapids, a Minnesota municipal corporation with its principal offices at 420 North Pokegama Avenue, Grand Rapids, Minnesota (hereinafter "City") and Wayne's Automotive, a Minnesota corporation duly organized under the laws of the State of Minnesota, with its principal office at 200 North Pokegama Avenue, Grand Rapids, Minnesota (hereinafter "Lessee").

RECITALS

WHEREAS, the City is a municipality and the owner of property located within the City, the legal description of which is set forth on Exhibit "A" attached hereto (the "Premises"); and

WHEREAS, Lessee is a Minnesota corporation that wishes to build, operate and maintain a compressed natural gas (CNG) fueling facility on the Premises owned by City.

NOW, THEREFORE, in consideration of the covenants, terms and conditions of this agreement the parties agree as follows:

1. **Premises:** City shall lease to Lessee the Premises described on Exhibit "A" attached hereto. The parties acknowledge and agree that Lessee intends to design, build and operate a public access CNG fueling station pursuant to the terms of this lease. The site will only be used for purposes reasonably related to the operation of a CNG station.

2. **Term:** This Lease will commence on _____ and remain in effect through _____ (the "initial term" of 1 year). At the expiration of the initial term of the Lease, Lessee shall have the option to enter into a new agreement leasing the Premises for 3 -years upon terms and conditions mutually agreeable to both parties; provided the terms of the new agreement must be mutually agreed upon by the parties within thirty (30) days from expiration of the initial term, or this Lease shall terminate automatically without notice and Lessee's rights and interest in the use and occupancy of the Premises shall be null and void. Upon termination or expiration of this Lease without renewal, Lessee may elect, at Lessee's sole discretion, to either (a) sell the CNG station to the City at a mutually-agreeable price or, if a price is not mutually agreed upon, (b) to remove ~~or abandon~~ the station pursuant to paragraph 17 below and vacate the Premises.

3. **Rent:** The Lessee shall pay to the City rental payments, due on the 1st day of each month, in the amount of \$45.00; payments will be mailed to the City of Grand Rapids, Attn: Finance Department, 420 North Pokegama Avenue, Grand Rapids, MN 55744.

4. **Site Improvements and Construction:** Lessee shall make all necessary site improvements to the property and shall be responsible for all permitting, material and labor costs associated with said site improvements, subject to the removal provisions of paragraph 17 below at either termination or expiration of this lease. Lessee will also be responsible for the design, permitting, material and labor costs associated with constructing said CNG station, including, but

not limited to, obtaining planning board approval. Lessees shall utilize an underground location service to determine the underground infrastructure prior to any underground work performed. Lessee also further agrees that it shall not permit liens to attach or remain on upon the leased premises for labor or material furnished in connection with said construction.

The Lessee agrees that the improvements above and beyond the installation of the CNG equipment, including fences, landscaping, etc. be approved by the City Community Development Director and shall be done in a manner that is aesthetically appealing.

5. **Utilities:** In the event Lessee requires any additional utilities or related equipment, the installation and maintenance thereof shall be the Lessee's sole obligation, provided that such installation shall be subject to prior written consent of the City.

6. **Use of Leased Premises:** The Lessee shall use the leased premises only for the purpose of operating and maintaining a CNG fuel station. All of Lessee's personnel working at the CNG fuel station on the premises shall be trained in CNG station operation and maintenance.

7. **Use of Hazardous Materials:**

A. **Consent to Use Materials.** City recognizes that once Lessee takes possession of the Premises and commences its operations, Lessee shall introduce and use hazardous materials on, in or about the Premises for business operations. Lessee hereby covenants not to permit or introduce any other hazardous materials onto the Premises except as may be necessary and useful to Lessee's operation hereunder. Lessee shall maintain current listings of all hazardous materials used on the Premises and will provide the list to City upon request.

B. **Breach of Obligation:**

(1) **Indemnification** – If Lessee breaches its obligations hereunder such that the presence of hazardous materials in, on or under the Premises, caused, permitted, or brought on the Premises by Lessee, its agents, representatives, or invitees, results in the contamination of the Premises, Lessee shall; indemnify, defend, and hold City and their officers, agents, and employees harmless from any and all damages, losses, costs, claims, judgments, penalties, fines, or liabilities, including without limitation sums paid in settlement of claims, attorney's fees, consultant fees, and expert fees (collectively referred to as "Claim") which arise as a result of such contamination caused by Lessee, its officers, employees, agents, representatives and invitees. City hereby agrees to not settle or attempt to settle or compromise any claim defended by Lessee without Lessee's written consent.

In addition to the above, this indemnification of City by Lessee includes, without limitation, costs incurred in connection with any cleanup, remediation, removal, or restoration work required under any federal, state or local environmental laws, rules, ordinances, or codes resulting from contamination for which Lessee is legally liable to City under this paragraph.

Without limiting the foregoing, if any hazardous material in, on or under the Premises caused, permitted or brought on the Premises by Lessee, its agents, representatives, or invitees, results in any contamination of the Premises, Lessee shall promptly take all actions at its sole expense as are necessary to return the Premises to the condition existing prior to the introduction of any such hazardous material to the Premises, provided that City's approval of such actions shall first be obtained, which approval shall not be unreasonably withheld.

C. Conditions of Indemnification: Lessee's obligations and liabilities for the above indemnification shall be subject to the following terms and conditions:

(1) Notice—City shall give notice to Lessee immediately upon its receipt of any notice of contamination or the presence of hazardous materials in, on or under the Premises. In the event Lessee is advised of such hazardous materials or contamination by any authority prior to City receiving notice of the same, Lessee shall provide notice to City.

(2) Investigation by Independent Environmental Consultant—During the Lease period and any Option period, if exercised, upon notice of the presence of hazardous material in, on or under the Premises or notice of contamination, Lessee shall retain an independent environmental consultant to be mutually agreed to by Lessee and City to undertake an investigation of the Premises. City has the right, at its sole expense and if it deems necessary, to obtain its own independent environmental consultant to examine the Premises and/or review results of said independent environmental consultant's report. If the investigation of the Premises reveals hazardous material in, on or under the Premises caused, permitted or brought on the Premises by Lessee, its agents, representatives, or invitees, has resulted in the contamination of the Premises, Lessee shall promptly undertake, at its sole expense, the defense of any claim resulting from such contamination and commence and complete any cleanup, remediation or restoration work required by any federal, state or local laws, rules, regulations, ordinances or codes and required under the terms of this Agreement. If any investigation report of the Premises reveals hazardous materials in, on or under the Premises which has not been accused, permitted or brought on the Premises by Lessee, its agents, officers, employees, representatives or invitees, City shall reimburse Lessee for the costs of the Lessee's independent environmental consultant and promptly undertake, at its sole expense, the defense of any claim resulting from such contamination. In the event any contamination not caused by Lessee necessitates remediation by City, the parties have forty-five (45) days from City's receipt of the environmental assessment report to agree upon the manner of remediation and the cost thereof, or this Agreement shall automatically terminate and be null and void. Upon such termination Lessee may elect, at its sole discretion, to either (a) sell the station to the City at a mutually-agreeable price, providing City with the written Bill of Sale and vacating the Premises, or (b)

remove or abandon the station and promptly vacating the Premises or be held in trespass.

D. Survival of Indemnity: The foregoing indemnity shall survive the expiration or earlier termination of this Lease; provided, however, that Lessee shall have an opportunity to eliminate this indemnification obligation if no later than sixty (60) days following said expiration or termination of this Lease, requiring Lessee to vacate the Premises, Lessee, at its sole expense, retains an independent environmental consultant approved by City and commences and completes an inspection of the Premises to determine if said Premises are in compliance with municipal, state, and federal environmental protection and toxic waste laws, health and safety laws, and other ordinances, codes, rules, and regulations promulgated thereunder. Lessee's retained independent consultant's assessment shall cover the entire leased Premises and improvements and cover Lessee's entire period of occupation, possession, use of and operation of the Premises. City may, ~~iff~~ it deems necessary, retain its own independent environmental consultant to examine the Premises and improvements in a like manner.

In the event the environmental assessments reveal no evidence of contamination and requires no further testing under the applicable federal, state and local environmental laws, rules, regulations, ordinances and codes, and City has been provided all assessment reports, then and in that event, Lessee's indemnity obligation hereunder shall cease as of the date of all completed assessments.

In the event any or all environmental assessments reveal contamination of the Premises for which Lessee is legally liable to City to remediate, Lessee shall, at its sole expense, remediate and remedy the total contamination and indemnify City pursuant to the terms of this paragraph until City is in receipt of a written report from City's independent environmental consultant that the remediation performed successfully has remedied and eliminated all environmental dangers and no further remediation is necessary as required under federal, state, and local environmental laws, rules, regulations, ordinances and codes.

E. Inspection: City and its agents shall have the right, but not the duty, to inspect the Premises during business hours, upon 24 hours prior notice, except in the event of an emergency, in which event such entry may be made without notice and at any time to determine whether Lessee is complying with the terms of this paragraph 8. If Lessee is not in compliance with this paragraph and has failed to remedy the noncompliance within thirty (30) days after a written request by City, or failed to commence remediation efforts if the noncompliance is of a nature which cannot reasonably be remedied within thirty (30) days, City shall have the right to immediately enter the Premises to remedy any contamination caused by Lessee's failure to comply. Notwithstanding any other provisions of this Lease, if Lessee has failed to comply with the provisions of this paragraph and City is required to act on Lessee's behalf, the cost of remedy shall be borne exclusively by Lessee; however, City shall use its best efforts to minimize interference with Lessee's business, but shall not be liable for any interference caused thereby.

G. Definitions:

(1) Hazardous Material—As used herein, the term “hazardous material” shall mean any reportable quantity of a hazardous or toxic substance, material, or waste listed in the United States Department of Transportation Hazardous Materials Table or by the Environmental Protection Agency as hazardous substances, the Toxic Substance Control Act, or such substances, materials, and wastes that are or become regulated under any applicable local, state or federal law, rules, regulations, ordinances and codes. Whether a hazardous material exists in a reportable quantity shall be defined and governed by any and all applicable local, state and federal environmental laws, rules, regulations, ordinances and codes.

(2) Contamination—As used herein, the term “contamination” shall mean the presence of hazardous material in violation of any applicable federal, state or local environmental laws, rules, regulations, ordinances and codes.

8. **Snow/Ice Removal:** Lessee shall provide snow removal services on an as-needed basis in addition to sand and/or salt applications to ensure that the CNG station fuel island lanes are safe for passage of vehicles and drivers.

9. **Maintenance:** Lessee agrees to maintain the leased premises in good condition. Lessee shall not permit the leased premises to be overloaded, damaged, stripped, defaced, nor to suffer any waste. Lessee shall obtain written consent of the City as well as applicable permits before erecting any sign on the premises.

10. **Premises Subleasing:** Lessee shall not assign or sublet the whole, or any part of, the leased premises without City’s prior written consent. Notwithstanding such consent, Lessee shall remain liable to the City for the payment of rent and the full performance of the covenants and conditions of this Lease.

11. **City’s Access:** The City and its authorized representatives shall have the right to enter the premises at all times for any of the following purposes:

A. To determine whether the premises are in good condition and whether the Lessee is complying with its obligations under this agreement;

B. To do any necessary emergency maintenance or to make any restoration to the premises.

12. **Compliance with Laws:** Lessee shall pay for, at its sole cost and expense, and maintain during the term, and any extension thereof, all applicable permits, licenses, approvals, tariffs, tolls and fees and shall comply with all laws, ordinances, rules, standards, orders and/or regulations of any government entity or agency in conjunction with the performance of this

Lease. The City assumes no liability or responsibility whatsoever with respect to Lessee's operations at the premises or the facility.

13. **Insurance**: At all times Lessee occupies the Leased Premises or any portion thereof, Lessee shall, at its sole cost and expense, carry and maintain public liability insurance in the name of both City and Lessee, insuring against claims for injury, wrongful death or property damage occurring upon, in or about the Leased Premises, with minimum limits of Five Hundred Thousand and 00/100 Dollars (\$500,000.00) on account of bodily injuries to or the death of one person, One Million and 00/100 Dollars (\$1,000,000.00) on account of bodily injuries to or the death of more than one person as a result of any one accident or disaster, and property damage insurance with minimum limits of One Hundred Fifty Thousand and 00/100 (\$150,000.00). Such coverage shall require that the City be notified not less than thirty (30) days before the cancellation of the insurance. Lessee shall, if requested by the City, provide the City evidence of such insurance.

14. **Indemnity**: Lessee hereby agrees to release, defend, to indemnify, and to save harmless City and its officers, agents, and employees from and against any and all loss of, or damage to, property, or injuries to, or death of, any person or persons, as well as from and against any and all claims, damages, suits, costs, expense, liability, actions or proceedings of any kind or nature whatsoever, of or by anyone whomever, in matters resulting from, or arising out of, or alleged to have resulted from or to have arisen out of, directly or indirectly, Lessee's operations or activities under or in connection with this Lease or Lessee's use and occupancy of any portion of the Premises, and including, without limiting the generality of the foregoing, acts and omissions of Lessee's officers, employees, representatives, suppliers, invitees, contractors or agents. Provided, however, Lessee shall not be liable for any loss occasioned by the negligence or willful misconduct of City, its respective officers, agents and employees. City covenants to give Lessee prompt notice of any claims. This indemnify provision shall survive the termination and/or expiration of this Lease for a period of ten (10) years.

15. **Damage and Vandalism by Third Parties**: Lessee will promptly notify the City of damage to the CNG fuel station facility due to acts of God or vandalism by third parties. Lessee will undertake any necessary repairs or emergency work as soon as possible. Lessee will be responsible for all costs and expenses associated with any repairs or other work to restore the CNG fuel station facility as a result of such damage to the extent not covered by insurance proceeds.

16. **Termination**: The term and this Lease shall immediately terminate without further notice upon the occurrence of any of the following events (Termination Events):

A. Lessee breaches any of its obligations under this Lease and fails to cure such breach within thirty (30) days after the City delivers written notice of such breach to Lessee, except in the case of Lessee's failure to maintain insurance as required in Section 13 hereof, termination shall be immediate upon expiration of insurance. However, if the City chooses to pay any unpaid or overdue insurance costs, Lessee shall have ten (10) business days to repay those costs and reactive this Lease.

B. Lessee commences a voluntary case under federal bankruptcy laws, or shall apply for, consent to or acquiesce in the appointment of, or taking possession by, a trustee, receiver, custodian or similar official or agent for itself or any substantial part of its property.

C. A trustee, receiver, custodian or similar official or agent is appointed by an outside party for the Lessee or any substantial part of its property.

D. Lessee is the subject of an involuntary case brought pursuant to federal bankruptcy laws, or a petition or action seeking Lessee's reorganization, readjustment, arrangement, composition, dissolution, or other similar relief, whether under federal or state law, is brought against it and remains undismissed for a period of sixty (60) days.

E. Any purported lien or attachment against the premises or Lessee's property therein, is claimed, filed, recorded or asserted and the same is not fully released, discharged or abated within a period of ninety (90) days.

F. Lessee attempts to assign or purportedly assigns this Lease without City's written prior consent.

G. The City and/or the Grand Rapids Economic Authority have entered into an agreement involving the sale or redevelopment of the premises.

H. The City has determined it is necessary to improve the premises and that improvement requires the use of the premises.

Lessee hereby warrants that none of the foregoing termination events is occurring or has occurred as of the date of inception of this Lease. Further, Lessee shall pay City all costs and expenses incurred by City in connection with the termination of the Lease and eviction of the Lessee.

17. ~~Abandonment or Removal of Station Improvements by Lessee:~~ Unless otherwise agreed to by the parties in writing, upon termination or expiration of this lease, Lessee shall be obligated to remove ~~all the~~ station alterations and improvements constructed by Lessee to the leased Premises (including any and all of Lessee's merchandise, equipment, furnishings, fixtures, machinery and tools relating to said alterations and improvements from the Premises). Subject to the Premises ~~must be being~~ restored in all material respects to its original condition as it existed upon the effective date of this Lease. Lessee shall use its best efforts to complete such removal within thirty (30) days but in no event in excess of sixty (60) days after termination or expiration of this Lease. In the event the removal causes damage to the Premises that is not repaired by Lessee, Lessee shall reimburse City for the repair and restoration by Lessee of the Premises to a condition substantially as good as the condition of the Premises prior to occupancy by Lessee. ~~Lessee shall also have the option, in lieu of removal, to abandon the station in place. Should Lessee fail to remove the alterations, improvements, equipment and its personal property from the Premises within sixty (60) days from the termination or expiration date, as the case may be, and such failure to complete removal within sixty (60) days is not due to any circumstances~~

~~beyond Lessee's control (including without limitation any action of City), then title to any property not previously removed shall vest in City automatically. In the event of abandonment, Lessee shall provide to City a fully recordable Bill of Sale warranting Lessee's right, title and interest to the station, all equipment and personal property contained therein and warranting that said property is free and clear of all liens and encumbrances to the City within forty (40) days of the abandonment date, and Lessee shall have no further rights thereto under this Lease and City may keep the personal property at its discretion.~~

18. **Dispute Resolution:** City and Lessee agree that any and all disputes shall be resolved pursuant to the terms and conditions of this paragraph.

A. City and Lessee agree to negotiate in good faith all disputes arising from or relating to this Lease or the termination thereof between them for a period of thirty (30) days from the date of notice before exercising their dispute resolution rights under this paragraph.

B. If the dispute cannot be settled through negotiation, the parties agree to endeavor in good faith to settle the dispute in an amicable manner by mediation before resorting to litigation.

C. If mediation is unsuccessful in resolving a dispute, the parties irrevocably submit to the jurisdiction and venue of the Itasca County District Court, Minnesota, for the resolution of such dispute.

19. **Notice:** Correspondence and/or other communications regarding this Lease shall be addressed to the following individuals, postpaid by registered or certified mail or via email, return receipt requested, to:

City:
City of Grand Rapids
Attn: _____
Email: _____
420 No. Pokegama Ave.
Grand Rapids, MN 55744

Lessee:
Wayne's Automotive
Attn: _____
Email: _____
200 No. Pokegama Ave.
Grand Rapids, MN 55744

20. **Entire Agreement:** This Lease agreement supersedes, terminates, and merges all _____ prior, collateral, contemporaneous agreements, written or oral, between the parties _____ relating to the subject matter hereof.

21. **General:**

A. No promises, agreements, representations, or warranties shall be binding upon either party unless the same is evidenced by a signed writing and made part of this Lease agreement.

B. Any consent, express or implied, by the city to any breach by Lessee of any term or condition of this Lease shall not constitute a waiver by the City of any prior or succeeding breach by Lessee of the same or any other term or condition of this Lease. Acceptance by the City of rent or other payment with knowledge of a breach or of default under any term hereof by Lessee shall not constitute a waiver by the City of such breach or default.

C. In the event any terms, covenants, conditions or provisions of this Lease shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other term, covenant, condition or provision hereof.

D. Lessee shall perform duties herein as an independent contractor. Nothing contained herein shall be considered to create the relationship of employer and employee, partnership, joint venture or other association between the parties, except as principal and independent contractor agent.

E. If any action at law or equity is commenced concerning this Lease or to enforce its terms, the prevailing party in such matter shall be entitled to the payment of reasonable attorney's fees and costs as determined by the court, in addition to any other relief which may be awarded to that party.

LESSOR:
CITY OF GRAND RAPIDS

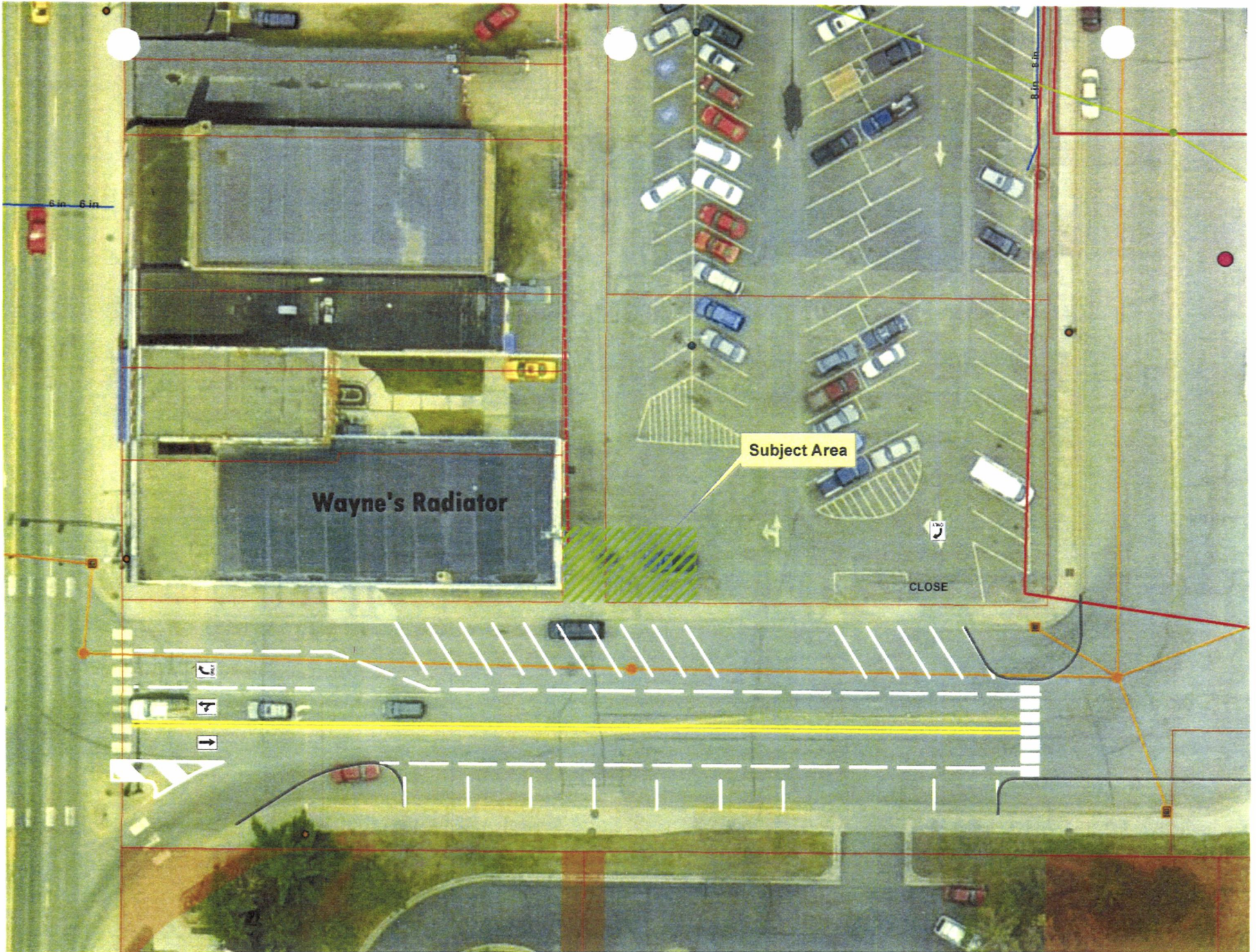
LESSEE:
WAYNE'S AUTOMOTIVE

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____

By: _____
Its: _____



Wayne's Radiator

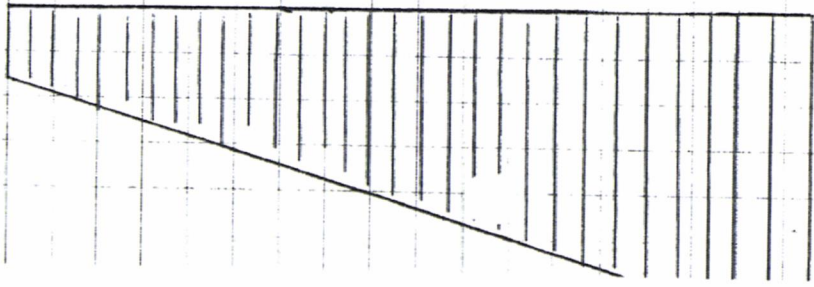
Subject Area

CLOSE

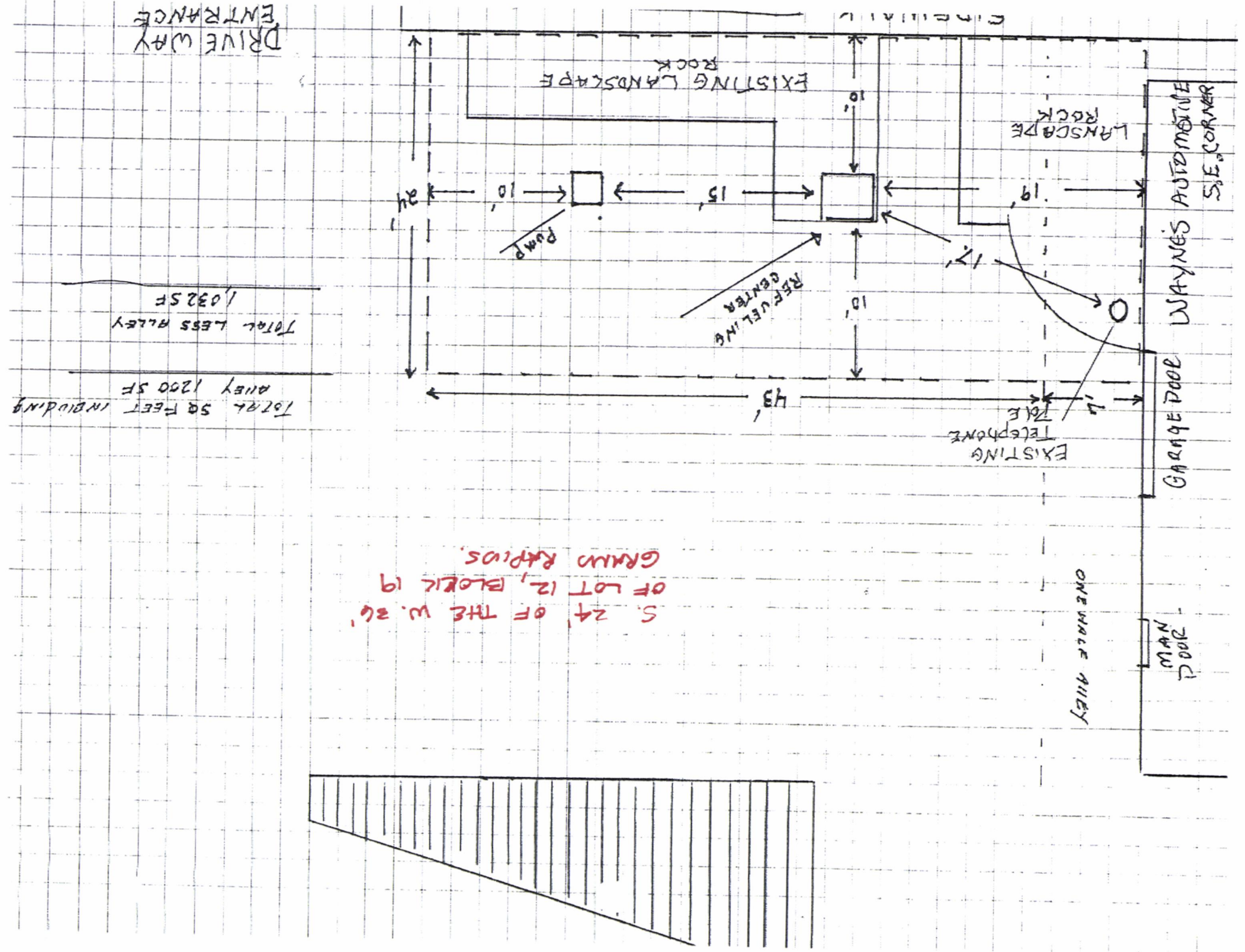
6 in 6 in

Left turn arrow
Right turn arrow
Straight ahead arrow

P.L.C.



S. 24' OF THE W. 26'
OF LOT 12, BLOCK 19
GRAND RAPIDS.



TOTAL SQ FEET INCLUDING
ALLEY 1200 SF

TOTAL LESS ALLEY
1032 SF

DRIVE WAY
ENTRANCE

WAYNES AUTOMOTIVE
S.E. CORNER

GARAGE POOL

MAN POOL

EXISTING
TELEPHONE
POLE

REFUELING
CENTER

PUMP

LANDSCAPE
ROCK

EXISTING LANDSCAPE
ROCK

ONE-WAY ALLEY

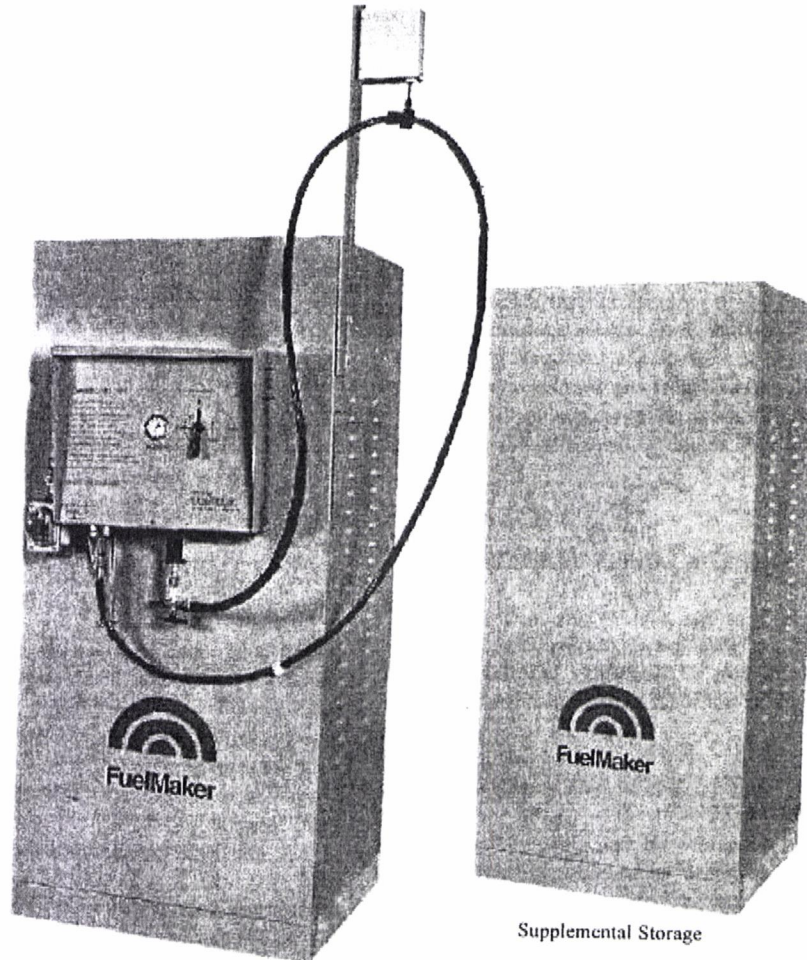
RESIDENTIAL



FuelMaker

*Models FF350
and FF350-36*

Fast-Fill Storage System



Fast-Fill Storage System

Supplemental Storage

Installation and Operating Instructions

**This Equipment Shall Only be Installed by Trained And Certified Personnel
and Shall Only be Operated by a Trained Vehicle Owner or Operator**

*FuelMaker Corporation
70 Worcester Road, Toronto, Ontario, Canada M9W 5X2
Technical Support (North America): 1-800-263-8569
Technical Support (International): +001-416-674-3034 (extension 258)
Internet: www.fuelmaker.com*



Convenient On-Site
Fueling Systems...
...for fleets vehicles
forklifts and
ice resurfacers.

VRA Specifications

Model	Max Discharge Pressure (psi ¹)	Hourly Flow Rate (gge ²)	Hourly Flow Rate (pge ³)	Flow Rate (scfm ⁴)	Gas Inlet Pressure (psi)
FMQ-10	3,000	3.9	5.3	8.0	1 to 1¼*
FMQ-8-36	3,600	3.7	5.0	7.6	1 to 1¼*
FMQ-2-36	3,600	0.9	1.3	1.9	¼
FMQ-2 & 2.5	3,000	1.0 to 1.3	1.3 to 1.5	2.0 to 2.5	¼ to 2.0

¹pounds per square inch ²gasoline gallon equivalent ³propane gallon equivalent ⁴standard cubic feet per minute * optional ¼ psi available

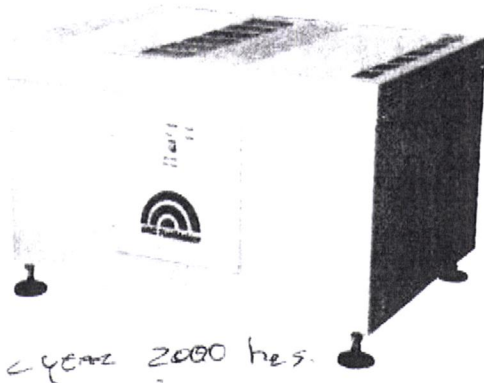
FMQ-10, FMQ-8-36

ELECTRICAL

Electrical Supply	240 Volts AC, Single Phase, 60 Hz
Full Load Amperage	28 Amps
Average Power Consumption over Typical Fill Cycle	4.0 to 4.8 kWh
Classification	General Purpose

MECHANICAL

Dimensions (LxWxH)	33"x48"x32"
Unit Weight	580 lbs
Ambient Temperature Rating	-40° to +113° F
Service Interval	4,000 Hrs.
Required Distance from Storage	15 ft
Noise Level	66 dBA @ 16.5 ft



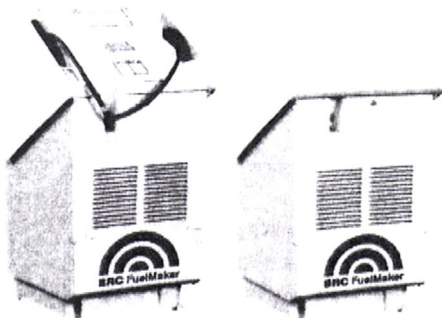
FMQ-2-36; FMQ-2, FMQ-2.5

ELECTRICAL

Electrical Supply	240 Volts AC, Single Phase, 60 Hz
Full Load Amperage	7 Amps
Average Power Consumption over Typical Fill Cycle	1.0 to 1.2 kWh
Classification	General Purpose

MECHANICAL

Dimensions (LxWxH)	21"x20"x39"
Unit Weight	145 lbs
Ambient Temperature Rating	-40° to +113° F
Service Interval	4,000 Hrs.
Required Distance from Storage	15 ft
Noise Level	49 dBA @ 16.5 ft



Certifications



For more information visit: www.brcfuelmaker.it

For a list of North American dealers please visit: www.impcotechnologies.com/fuelmaker-dealers.asp



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0637 **Version:** 1 **Name:** MNDOT Routine Maintenance Agreement FY 2014 and 2015
Type: Agenda Item **Status:** Public Works
File created: 10/22/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Consider passing a resolution to enter into the proposed Routine Maintenance Agreement No. 04867 between the Minnesota Department of Transportation and the City of Grand Rapids for the amount of \$47,716.12 (Fiscal Year 2014 - \$23,858.06 and Fiscal Year 2015 - \$23,858.06), and authorize the Mayor to sign the attached resolutions.

Sponsors:

Indexes:

Code sections:

Attachments: [2014-15 04867 MNDOT Routine Maint Agrmnt](#)

Date	Ver.	Action By	Action	Result
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Consider passing a resolution to enter into the proposed Routine Maintenance Agreement No. 04867 between the Minnesota Department of Transportation and the City of Grand Rapids for the amount of \$47,716.12 (Fiscal Year 2014 - \$23,858.06 and Fiscal Year 2015 - \$23,858.06), and authorize the Mayor to sign the attached resolutions.

Background Information:

The City of Grand Rapids and the Minnesota Department of Transportation have had a long standing relationship of intergovernmental cooperation. This Agreement formalizes both the specific areas we maintain and our duties and responsibilities.

The Routine Maintenance Agreement provides that the City performs routine maintenance and sweeping of Trunk Highways 2, 38 and 169 within the Corporate City Limits. The state bases the payment rate for routine maintenance on 11.12 lane miles times \$2,069.07 per lane mile and for sweeping it is 18.34 lane miles times \$46.35 per lane mile.

Staff Recommendation:

Public Works Director Jeff Davies recommends entering into the Routine Maintenance Agreement with MNDOT for the Fiscal Years 2014 and 2015.

Requested City Council Action

Approve and authorize passing a resolution to enter into the proposed Routine Maintenance Agreement No. 04867 between the Minnesota Department of Transportation and the City of Grand Rapids for the amount of \$47,716.12 (Fiscal Year 2014 - \$23,858.06 and Fiscal Year 2015 - \$23,858.06), and authorize the Mayor to sign the attached resolution and agreement.

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CITY OF GRAND RAPIDS
ROUTINE MAINTENANCE
AGREEMENT**

Routine Maintenance and Sweeping Performed by the City on:	Total Agreement Amount
	<u>\$47,716.12</u>
Trunk Highway Number (TH): <u>2</u>	Amount Encumbered (Fiscal Year 2014)
Trunk Highway Number (TH): <u>38</u>	<u>\$23,858.06</u>
Trunk Highway Number (TH): <u>169</u>	Amount Encumbered (Fiscal Year 2015)
	<u>\$23,858.06</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and City of Grand Rapids acting through its City Council ("City").

Recitals

1. Under Minnesota Statutes § 161.38, subdivision 3, the State and the City wish to enter into an agreement that will provide routine maintenance and sweeping performed by the City on certain trunk highway(s) located within the City limits; and
2. The State will reimburse the City for the routine maintenance and sweeping performed; and
3. Minnesota Statutes § 161.20, subdivision 2, authorizes the Commissioner of Transportation to make agreements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms

- 1.1. *Effective date.*** This Agreement will be effective on January 1, 2014 or the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2. *Expiration date.*** This Agreement will expire on June 30, 2015 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. *Survival of terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liability; Worker Compensation Claims; Insurance; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.

2. Agreement Between the Parties

2.1. *Maintenance by the City*

- A. *Routine Maintenance Locations.*** The City will perform routine maintenance of the following portions of the trunk highway system within the Corporate City limits:
 - i.** On Trunk Highway No. 2 from 8th Avenue North East to 7th Avenue North West, a total distance of 1.222 miles consisting of 5.46 lane miles.

- ii. On Trunk Highway No. 38 from junction with Trunk Highway No. 2 to 5th Street North West, a total distance of .07 miles consisting of .21 lane miles.
- iii. On Trunk Highway No. 169 from 10th Avenue North East to 10th Street West, a total distance of 1.31 miles consisting of 5.45 lane miles.

B. *Sweeping Locations.* The City will perform sweeping of the following portions of the trunk highway system within the Corporate City limits:

- i. On Trunk Highway No. 2, east from Itasca Street to MnDNR Building on North side of Trunk Highway No. 2, a total distance of 0.483 miles consisting of 1.93 lane miles.
- ii. On Trunk Highway No. 2, east from 17th Avenue North West to 7th Avenue North West, a total distance of 0.745 miles consisting of 2.98 lane miles.
- iii. On Trunk Highway No. 169, north from North East 10th Avenue to Glenwood Drive, a total distance of 0.955 miles consisting of 3.82 lane miles.
- iv. On Trunk Highway No. 169, north from 29th Street South to 10th Street South East, a total distance of 1.36 miles consisting of 5.44 lane miles.
- v. On Trunk Highway No. 38, north from 5th Street North West to end of the curb and gutter at Ref. Pt. 2.155, a total distance of 2.083 miles consisting of 4.17 lane miles.

C. *Total Mileage.* The total trunk highway mileage for the routine maintenance performed under this Agreement is 2.604 miles consisting of 11.12 lane miles. The total trunk highway mileage for the sweeping maintenance performed under this Agreement is 5.626 miles consisting of 18.34 lane miles.

2.2. *Maintenance Responsibilities (Reimbursable)* The City will perform the following routine maintenance and sweeping duties to the satisfaction of the State's District Maintenance Engineer at Duluth. All materials used in the performance of said routine maintenance and sweeping must comply with the State's current "Standard Specifications for Construction".

A. *Routine Maintenance*

- i. Maintain the trunk highway(s) to keep them smooth and in good repair for the passage of traffic and free from all obstructions and impediments to traffic. This includes all necessary preventative maintenance to preserve the roadbed in its present condition, such as proper and timely crack sealing of the surface, restoration of utility openings, and all necessary patching of the roadbed.
- ii. Keep the traveled roadway free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
- iii. Sand, salt or chemically treat the traveled roadway as necessary to provide for safe public travel.
- iv. Maintain the roadside vegetation and landscaping in a neat and orderly fashion by mowing, trimming, and providing for noxious weed control according to Minnesota Statutes § 160.23.
- v. Dispose of all snow, litter, debris and any other foreign matter collected upon, along or adjacent to the trunk highway proper and within the trunk highway right-of-way limits and State roadside development facilities (i.e. rest areas) according to all applicable laws, ordinances, and regulations.

- vi. Maintain roadway markings, traffic control devices and safety devices in operating and usable condition. The State will place, install and maintain at all times suitable guide signs, warning signs, route markers, and center lines for the guidance of traffic on the trunk highway(s).
 - vii. Furnish all labor, materials, tools, equipment and any other necessary items to perform the routine maintenance duties covered under this agreement.
- B. *Sweeping.*** The City will perform the following in conjunction with the City's normal street sweeping schedule, but not less than once each spring after the winter snow season..
- i. Sweep the traveled roadway to clear it of sand, litter, debris, and any other foreign matter of any nature.
 - ii. Dispose of all sand, litter, debris and any other foreign matter collected from sweeping operations according to all applicable laws, ordinances, and regulations.
 - iii. Furnish all labor, materials, tools, equipment and any other necessary items to perform the sweeping duties covered under this agreement.
- 2.3. *Other Maintenance Responsibilities; Agreements (Non-reimbursable)*** The City is responsible for performing the following routine maintenance duties, without cost or expense to the State:
- A. Keep the pedestrian user areas of the walkways, medians, pedestrian ramps and curb and gutter free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
 - B. Sand, salt or chemically treat, and repair joints and panels in the pedestrian user areas of the walkways, medians, pedestrian ramps, and curb and gutter.
 - C. Maintain any other facilities located within the trunk highway right of way that are covered under other agreements or Limited Use Permits. This Agreement does not supersede any other agreements between the parties.
- 2.4. *Traffic Control***
- A. The City may partially block the trunk highway to perform the routine maintenance and sweeping under this Agreement. In cases of emergency, the City may block the trunk highway and prevent passage of traffic thereon. At no time, however, may the City continue to obstruct the free passage of traffic on the trunk highway for a longer period of time than is reasonably required for making the necessary repairs.
 - B. The City may close the trunk highway to travel as necessary for the repair or installation of water or gas mains, electric or telephone cables, or sewers. The City must give the State ten days written notice and obtain a permit before such repairs or installation, except for extraordinary emergencies.
 - C. The City will not close any portion of the trunk highway to traffic for reasons other than those set forth above and in no event for a time longer than necessary to complete the required maintenance work. In the event of the total blocking or closing of the trunk highway, the City must provide a suitable detour during such time.
 - D. The City must conduct all trunk highway partial and total closures in conformance with the current Minnesota Manual on Uniform Traffic Control Devices (MNMUTCD) and Temporary Traffic Control Zone Layouts - Field Manual.
- 2.5. *Maintenance of Route Change of Trunk Highway.*** If there is a change in the routing of the trunk highway, a substitution of a new route for the trunk highway, or a variation from the present location of the trunk highway, the City will maintain the new trunk highway in accordance with this Agreement after such changes, substitution, or variation and will be paid

the amount to which it is entitled under this Agreement. If the State relocates any portion of the trunk highway and the roadway reverts to the City, the City will maintain the reverted portion at its sole expense.

- 2.6. *City's Failure to Adequately Maintain.*** If the City fails to perform any of the routine maintenance and sweeping according to the terms of this Agreement, the State may reduce the amount payable to the City by either an amount judged to be fair and equitable for such routine maintenance and sweeping, or, if the State performs such routine maintenance and sweeping, by the actual cost of the maintenance performed by the State in accordance with this Agreement.
- 2.7. *Extraordinary Maintenance.*** The City is not required to perform any extraordinary maintenance, construction or reconstruction under this Agreement. If the City is willing to perform extraordinary maintenance, and the State's District Maintenance Engineer at Duluth approves such performance, the parties to this Agreement must enter into a separate agreement therefore. No expenses may be incurred on the extraordinary maintenance prior to the full execution of such an agreement as governed by Minnesota Statutes § 16A.15, subdivision 3.
- 2.8. *Inspection of City Performed Maintenance.*** Authorized representatives of the City and the State will jointly inspect the involved trunk highways on a regular basis during the life of this Agreement to determine if the routine maintenance and sweeping is being performed according to the terms of this agreement.

3. Basis of State Cost

The State's payment to the City for routine maintenance and sweeping will be based on the number of lane miles times the dollar value to be paid per lane mile per State fiscal year. Fractional miles (to the hundredth of a mile) will be used in computing the amounts payable under this Agreement.

4. State Cost and Payment by the State

- 4.1. *State Cost.*** \$47,716.00 is the State's estimated total cost for the routine maintenance and sweeping covered under this Agreement based on the data below:
- A. Fiscal Year 2014**
- i. *Routine Maintenance:* \$23,008.00 = 11.12 lane miles times \$2,069.07 per lane mile
 - ii. *Sweeping:* \$850.06 = 18.34 lane miles times \$46.35 per lane mile
- B. Fiscal Year 2015**
- i. *Routine Maintenance:* \$23,008.00 = 11.12 lane miles times \$2,069.07 per lane mile
 - ii. *Sweeping:* \$850.06 = 18.34 lane miles times \$46.35 per lane mile
- 4.2. *Conditions of Payment.*** The State will make a lump sum payment to the City for routine maintenance and sweeping performed, on a quarterly basis, on or after September 30, December 31, March 31, and June 30 of each State fiscal year after the following conditions have been met:
- A.** Encumbrance by the State of the necessary funds for the routine maintenance and sweeping payment amount.
 - B.** Execution of this Agreement and transmittal to the City.
 - C.** The State's receipt of an invoice from the City for the applicable quarter, signed by the State's authorized representative attesting that all routine maintenance and sweeping has been performed in full conformity with this Agreement.

- i. The invoice must indicate the amount, if any, deducted from the estimated quarterly payment under Article 2.5 of this Agreement.
- ii. The City will keep records and accounts that enable it to provide the State, when requested, with documentation itemizing the labor, materials and equipment used to perform the routine maintenance and sweeping.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name/Title: Greg Pierzina/D1 Superintendent
 Address: 101 Hoover Road, Virginia, MN 55792
 Telephone: 218-742-1082
 Fax: 218-742-1087
 E-Mail: Greg.pierzina@state.mn.us

5.2. The City's Authorized Representative will be:

Name/Title: Tom Pagel/City Administrator (or successor)
 Address: 420 Pokegama Avenue North, Grand Rapids, MN 55744
 Telephone: 218-326-7600
 Fax: 218-326-7608
 E-Mail: tpagel@ci.grand-rapids.mn.us

6. Assignment; Amendments; Waiver; Contract Complete

- 6.1. **Assignment.** Neither party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. **Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. **Contract Complete.** This Agreement contains all prior negotiations and agreements, with respect to routine maintenance and sweeping, between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability; Worker Compensation Claims; Insurance

- 7.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in

connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).

- 7.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 7.3. The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

8. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

9. State Audits

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

10. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

11. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Termination

- 12.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below
- 12.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

13. Force Majeure

Neither party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**STATE ENCUMBRANCE
VERIFICATION**

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

Signed: _____

Date: _____

SWIFT Encumbrance No. _____

CITY OF GRAND RAPIDS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

**DEPARTMENT OF
TRANSPORTATION**

Recommended for Approval:

By: _____
(Area Maintenance Engineer)

Date: _____

Approved:

By: _____
(District Engineer)

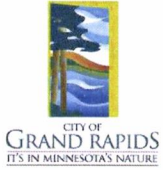
Date: _____

**COMMISSIONER OF
ADMINISTRATION**

By: _____
(With delegated authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0653 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 10/24/2013 **In control:** City Council
On agenda: 10/28/2013 **Final action:**
Title: Consider approving the verified claims for the period October 8, 2013 to October 21, 2013 in the total amount of \$725,964.40.
Sponsors:
Indexes:
Code sections:
Attachments: [10/28/13 Bill List](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period October 8, 2013 to October 21, 2013 in the total amount of \$725,964.40.

Requested City Council Action

Consider approving the verified claims for the period October 8, 2013 to October 21, 2013 in the total amount of \$725,964.40.

GRAND RAPIDS CITY COUNCIL BILL LIST - OCTOBER 28, 2013

DATE: 10/23/2013
 TIME: 15:38:49
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 10/28/2013

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0500050	E3 CONSULTING SERVICES	7,930.00
1916650	SPRINGSTED	380.00
TOTAL CITY WIDE		8,310.00
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	1,026.00
2305451	WELLSON GROUP INC	500.00
TOTAL SPECIAL PROJECTS-NON BUDGETED		1,526.00
ADMINISTRATION		
1321525	MUNICIPAL CODE CORPORATION LLC	912.72
1920240	STERLE LAW OFFICE	2,500.00
TOTAL ADMINISTRATION		3,412.72
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	24.83
0315455	COLE HARDWARE INC	10.13
0920060	ITASCA COUNTY TREASURER	62.87
1801555	RAPID PEST CONTROL INC	64.12
1801610	RAPIDS PLUMBING & HEATING INC	409.50
1909510	SIM SUPPLY INC	247.15
TOTAL BUILDING MAINTENANCE-CITY HALL		818.60
COMMUNITY DEVELOPMENT		
0920060	ITASCA COUNTY TREASURER	44.81
TOTAL COMMUNITY DEVELOPMENT		44.81
COUNCIL/COMMISSION/BOARDS		
1920240	STERLE LAW OFFICE	2,500.00
TOTAL COUNCIL/COMMISSION/BOARDS		2,500.00
ENGINEERING		
0920060	ITASCA COUNTY TREASURER	42.95
1900225	SEH-RCM	2,925.00

GRAND RAPIDS CITY COUNCIL BILL LIST - OCTOBER 28, 2013

DATE: 10/23/2013
 TIME: 15:38:49
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 10/28/2013

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
ENGINEERING		
	TOTAL ENGINEERING	2,967.95
FINANCE		
1805230	REESE RUBBER STAMP COMPANY	46.92
	TOTAL FINANCE	46.92
FIRE		
0113233	AMERIPRIDE LINEN & APPAREL	10.44
0120440	ATLAS BUSINESS SOLUTIONS INC	752.25
0121721	AUTO VALUE - GRAND RAPIDS	565.74
0221650	BURGGRAF'S ACE HARDWARE INC	5.49
0401804	DAVIS OIL	224.31
0717996	GRAND ITASCA CLINIC	975.00
0805350	HEIMAN INC	138.21
0920060	ITASCA COUNTY TREASURER	50.29
1200500	L&M SUPPLY	462.31
1301168	MARKETPLACE FOODS	183.92
1801610	RAPIDS PLUMBING & HEATING INC	48.50
1901323	ST. CLOUD TECHNICAL COLLEGE	360.00
1901535	SANDSTROM COMPANY INC	172.03
2000520	TNC INDUSTRIES INC	39.54
2300600	W.P. & R.S. MARS COMPANY	26.65
T000919	TIKES TROPHY SAUSAGE & MEATS	334.50
T000920	FOREST LAKE RESTAURANT	315.00
	TOTAL FIRE	4,664.18
INFORMATION TECHNOLOGY		
0221650	BURGGRAF'S ACE HARDWARE INC	42.72
0300200	CDW GOVERNMENT INC	250.82
	TOTAL INFORMATION TECHNOLOGY	293.54
PUBLIC WORKS		
0100002	3D SPECIALTIES	690.12
0121721	AUTO VALUE - GRAND RAPIDS	119.24
0212553	BLOOMERS GARDEN CENTER	52.16
0221650	BURGGRAF'S ACE HARDWARE INC	21.36
0301685	CARQUEST AUTO PARTS	793.61
0315455	COLE HARDWARE INC	472.98

GRAND RAPIDS CITY COUNCIL BILL LIST - OCTOBER 28, 2013

DATE: 10/23/2013
 TIME: 15:38:50
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 10/28/2013

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
0318900	CRYSTEEL TRUCK EQUIPMENT INC	315.36
0401425	DAKOTA SUPPLY GROUP	305.88
0618080	FRAME UP	117.56
0801535	HAMMERLUND CONSTRUCTION INC	13,985.57
0920040	ITASCA COUNTY FARM SERVICE	111.15
0920060	ITASCA COUNTY TREASURER	1,148.28
1200500	L&M SUPPLY	14.74
1415030	NAPA SUPPLY OF GRAND RAPIDS	19.19
1415497	NORTHERN SAFETY TECHNOLOGY INC	282.99
1503150	OCCUPATIONAL DEVELOPMENT CTR	753.47
1612045	PLAGEMANNS LANDSCAPING	2,297.81
1801590	RAPIDS FORD LINCOLN	77.43
1801615	RAPIDS WELDING SUPPLY INC	15.71
1801897	RAY JOHNSON STUMP GRINDING	85.00
1908248	SHERWIN-WILLIAMS	190.61
2021650	TURF AND TREE INC	5,945.39
TOTAL PUBLIC WORKS		27,815.61
FLEET MAINTENANCE		
0103325	ACHESON TIRE COMPANY INC	20.00
0121721	AUTO VALUE - GRAND RAPIDS	8.53
0121725	AUTOMOTIVE ELECTRIC SERVICE	178.12
0301685	CARQUEST AUTO PARTS	60.60
0315455	COLE HARDWARE INC	2.46
1301720	MATCO TOOLS	187.03
1801615	RAPIDS WELDING SUPPLY INC	59.35
TOTAL FLEET MAINTENANCE		516.09
POLICE		
0103325	ACHESON TIRE COMPANY INC	62.00
0301685	CARQUEST AUTO PARTS	34.56
0409300	DIGITAL ALLY INC	750.00
0415550	DOOR SERVICE INC	123.75
0718060	GRAND RAPIDS NEWSPAPERS INC	65.00
0920060	ITASCA COUNTY TREASURER	3,732.11
1309332	MN STATE RETIREMENT SYSTEM	1,351.67
1415048	NORTH COUNTRY VET CLINIC	65.10
1801609	RAPIDS TOWING	300.00
1801899	RAY'S SPORT & CYCLE	272.95
1909650	SIRCHIE FINGER PRINT INC	147.75
1920233	STREICHER'S INC	60.49
2000400	T J TOWING	220.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 10/28/2013

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
2018680	TRU NORTH ELECTRIC LLC	379.20
	TOTAL POLICE	7,564.58
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	94.01
0405223	DEER RIVER HIRED HANDS INC	25.00
1015331	JOHNSON LOCK & SAFE INC	26.72
1801555	RAPID PEST CONTROL INC	61.45
1909510	SIM SUPPLY INC	107.54
	TOTAL	314.72
AIRPORT		
0504825	EDWARDS OIL INC	714.24
0801836	HAWKINSON SAND & GRAVEL	210.72
1612045	PLAGEMANN'S LANDSCAPING	29,123.43
1901317	ST CLOUD FIRE EQUIP CO	456.44
	TOTAL	30,504.83
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	26.06
0221650	BURGGRAF'S ACE HARDWARE INC	131.33
0315455	COLE HARDWARE INC	35.23
0501656	THE EARTHGRAINS COMPANY INC	33.74
0920060	ITASCA COUNTY TREASURER	76.75
1315725	THE MOTOR SHOP	22.14
1415655	NORVEND INC	80.00
1605611	PEPSI-COLA	848.23
1801610	RAPIDS PLUMBING & HEATING INC	510.75
1801899	RAY'S SPORT & CYCLE	3.86
1901535	SANDSTROM COMPANY INC	1,287.40
1909510	SIM SUPPLY INC	195.12
	TOTAL GENERAL ADMINISTRATION	3,250.61
RECREATION PROGRAMS		

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VENDOR #	NAME	AMOUNT DUE
RECREATION PROGRAMS		
T000917	ANGELA JENKINS	65.00
T000918	CARRIE THORVIG	150.00
	TOTAL	215.00
STATE HAZ-MAT RESPONSE TEAM		
0717995	GRAND FORKS FIRE EQUIPMENT LLC	2,466.60
	TOTAL	2,466.60
ST HAZ MAT COST RECOVERY		
1309086	MINCO TECHNOLOGY CENTER INC	4,062.32
	TOTAL ST HAZ MAT COST RECOVERY	4,062.32
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	259.73
0920060	ITASCA COUNTY TREASURER	308.82
1200500	L&M SUPPLY	29.90
1309355	MINNESOTA TORO	964.38
1615427	POKEGAMA LAWN AND SPORT	149.22
	TOTAL	1,712.05
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	123.47
1801610	RAPIDS PLUMBING & HEATING INC	97.00
	TOTAL	220.47
2009D GO EQPT CERTIFICATE		
1916650	SPRINGSTED	95.00
	TOTAL	95.00
SP ASSESS IMP BOND-2005A		

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VENDOR #	NAME	AMOUNT DUE

SP ASSESS IMP BOND-2005A		
1916650	SPRINGSTED	96.00
	TOTAL	96.00
GO ST AID STREET BOND-2005B		
1916650	SPRINGSTED	95.00
	TOTAL	95.00
SP ASSESS IMP BOND-2006C		
1916650	SPRINGSTED	96.00
	TOTAL	96.00
GO CIP REFUNDING BOND 2006B		
1916650	SPRINGSTED	95.00
	TOTAL	95.00
SP ASSESS IMP BOND-2007A		
1916650	SPRINGSTED	95.00
	TOTAL	95.00
GO STATE-AID ST BONDS 2007B		
1916650	SPRINGSTED	95.00
	TOTAL	95.00
SP ASSESS IMP BOND-2008C		
1916650	SPRINGSTED	95.00
	TOTAL	95.00

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VENDOR #	NAME	AMOUNT DUE

GO STREET RECONST BNDS 2008B		
1916650	SPRINGSTED	95.00
	TOTAL	95.00
GO IMP REFUNDING BOND-2009B		
1916650	SPRINGSTED	95.00
	TOTAL	95.00
GO IMP BONDS 2009C		
1916650	SPRINGSTED	95.00
	TOTAL	95.00
GO IMP, CIP & REFUNDING 2010A		
1916650	SPRINGSTED	95.00
	TOTAL	95.00
GO IMP & RFNDING BONDS 2011B		
1916650	SPRINGSTED	96.00
	TOTAL	96.00
GO IMPROVEMENT BONDS 2012A		
1916650	SPRINGSTED	96.00
	TOTAL	96.00
GO STATE-AID BONDS 2012B		
1916650	SPRINGSTED	96.00
	TOTAL	96.00

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VENDOR #	NAME	AMOUNT DUE

GO GRNT ANTICIPATION 2012C		
1916650	SPRINGSTED	95.00
	TOTAL	95.00
GO IMP REFNDING BONDS-2013A		
1916650	SPRINGSTED	95.00
	TOTAL	95.00
GENERAL CAPITAL IMPRV PROJECTS		
2012-6 ICC SIGNAL		
0218115	BRAUN INTERTEC CORPORATION	3,573.75
1900225	SEH-RCM	2,064.60
	TOTAL 2012-6 ICC SIGNAL	5,638.35
AIRPORT CAPITAL IMPRV PROJECTS		
2013 HANGAR APRON RECONST		
0801535	HAMMERLUND CONSTRUCTION INC	300,572.49
	TOTAL 2013 HANGAR APRON RECONST	300,572.49
2012 INFRASTRUCTURE BONDS		
2004-3 4TH ST SE & POK TO 6TH		
1900225	SEH-RCM	812.70
	TOTAL 2004-3 4TH ST SE & POK TO 6TH	812.70
2013 INFRASTRUCTURE BONDS		
2013-01 7TH AVE NW		
0218115	BRAUN INTERTEC CORPORATION	1,429.00
1900225	SEH-RCM	2,600.00
	TOTAL 2013-01 7TH AVE NW	4,029.00
2010-02 CITY WIDE OVERLAYS		
0218115	BRAUN INTERTEC CORPORATION	111.75
1900225	SEH-RCM	13,131.98
	TOTAL 2010-02 CITY WIDE OVERLAYS	13,243.73

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INVOICES DUE ON/BEFORE 10/28/2013

VENDOR #	NAME	AMOUNT DUE
2013	INFRASTRUCTURE BONDS	
2012-03	4TH AVE NE	
0218115	BRAUN INTERTEC CORPORATION	1,538.00
1900225	SEH-RCM	6,280.00
	TOTAL 2012-03 4TH AVE NE	7,818.00
2012-4A	REMER-DESCHEPPER	
1900225	SEH-RCM	23,535.75
	TOTAL 2012-4A REMER-DESCHEPPER	23,535.75
2011-5	GC ROAD IMPROVEMENTS	
1900225	SEH-RCM	8,886.80
	TOTAL 2011-5 GC ROAD IMPROVEMENTS	8,886.80
PIR-PERMANENT IMPRV	REVOLV FND	
NO PROJECT		
1900225	SEH-RCM	160.00
	TOTAL NO PROJECT	160.00
2013-3	FRIESEN PJT NE 2ND AVE	
0218115	BRAUN INTERTEC CORPORATION	796.00
1900225	SEH-RCM	8,531.21
	TOTAL 2013-3 FRIESEN PJT NE 2ND AVE	9,327.21
STORM WATER UTILITY		
0401804	DAVIS OIL	259.42
	TOTAL	259.42
	TOTAL UN-PAID TO BE APPROVED	479,131.05
CHECKS ISSUED-PRIOR	APPROVAL	
PRIOR APPROVAL		
0114210	D. ANDERSON - CHANGE FUND	1,420.00
0305530	CENTURYLINK INC	197.54
0405305	LYNN DEGRIO	93.79
0405447	DELTA DENTAL OF MINNESOTA	2,489.20
0405506	JAMES DENNY/PETTY CASH	1,000.00

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INVOICES DUE ON/BEFORE 10/28/2013

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0409655	TIMOTHY DIRKES	80.00
0612224	FLEET SERVICES	2,577.88
0718015	GRAND RAPIDS CITY PAYROLL	195,893.92
0718070	GRAND RAPIDS STATE BANK	244.24
0900060	ICTV	14,426.88
0920036	ITASCA COUNTY ATTORNEY OFFICE	100.00
0920055	ITASCA COUNTY RECORDER	92.00
1309098	MINNESOTA DEPT OF ADMN	470.00
1309199	MINNESOTA ENERGY RESOURCES	78.75
1309332	MN STATE RETIREMENT SYSTEM	656.45
1309335	MINNESOTA SALES & USE TAX	4,256.98
1309375	MINNESOTA UNEMPLOYMENT COMP FD	2,025.02
1315630	ASHLEY MORAN	40.00
1405435	JEREMY NELSON	80.00
1405550	NEOPOST USA INC	1,000.00
1405850	NEXTERA COMMUNICATIONS LLC	470.23
1503151	OCCUPATION DEVELOPMENT CENTER	20.75
1520720	KEVIN OTT	41.01
1609561	PIONEER TELEPHONE	8.63
1621130	P.U.C.	17,364.24
1815540	CORY RONDEAU	40.00
1903557	TROY SCOTT	40.00
2000490	TDS Metrocom	1,225.84
2305447	WELLS FARGO BANK NA	350.00
T000893	ELEMENT PAYMENT SERVICES	50.00
	TOTAL PRIOR APPROVAL	246,833.35
	TOTAL ALL DEPARTMENTS	725,964.40



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0636 **Version:** 1 **Name:** Conduct a Public Hearing to consider the adoption of an Ordinance amending the Zoning Ordinance that would add the Clinic (outpatient treatment center) use, as a use permitted with restrictions, within the PU (Public Use) zoning district.

Type: Public Hearing **Status:** Public Hearing

File created: 10/22/2013 **In control:** City Council

On agenda: 10/28/2013 **Final action:**

Title: Conduct a Public Hearing to consider the adoption of an Ordinance amending the Zoning Ordinance that would add the Clinic (outpatient treatment center) use, as a use permitted with restrictions, within the PU (Public Use) zoning district.

Sponsors:

Indexes:

Code sections:

Attachments: [Text Amendment: YMCA Application](#)

Date	Ver.	Action By	Action	Result
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Conduct a Public Hearing to consider the adoption of an Ordinance amending the Zoning Ordinance that would add the Clinic (*outpatient treatment center*) use, as a use permitted with restrictions, within the PU (Public Use) zoning district.

Background Information:

On September 17, 2013, Itasca County Family YMCA, submitted a petition requesting a text amendment to the Zoning Ordinance that would allow a clinic, as a permitted use, within the PU (Public Use) zoning district.

As stated within their application, the YMCA desires to add a 1,000 sq. ft., 3-room clinic, to their current campus located at 400 River Road. The clinic would serve neighborhood residents, YMCA members, childcare families, as well as the entire community (no membership would be required).

Clinic, is currently defined within Section 30-421 Definitions of the Municipal Code: “*means an establishment where human patients who are not lodged overnight are admitted for examination and treatment by a group of physicians, dentists, mental health specialists or similar professionals*”.

Currently, within Section 30-512 Table-1 Permitted Uses, the Clinic use is permitted within the LB/*SLG (Limited Business), CBD (Central Business District), GB/SGB (General Business), MU/SMN (+Mixed Use), M/SM (Medical), BP/SBP (Business Park) zoning district. (* “S” designation identifies Shoreland districts & + Mixed Use district is currently not established on the zoning map.)

By its description, within Section 30-511 Purpose of districts: “PU public use district and SPU shoreland public use district. The public land use districts are primarily intended to be used for major public and quasipublic uses of land as set forth in the comprehensive plan. They are also intended to accommodate major essential public facilities that provide governmental, educational, recreational, cultural and health care services to the entire community”.

The uses currently permitting by right (P) within the PU zoning district, under Section 30-512, include: accessory buildings, daycare/nursery for 15+ persons, auto-truck fleet storage, health and fitness club, schools (all)- public and private, athletic facilities, cemeteries, neighborhood parks, cultural facilities, water sewage treatment, military posts, and power substations.

The uses currently permitted with additional restriction (R) within the PU zoning district include: emergency housing facilities, essential service structure, temporary buildings, general warehouse, golf and country clubs, and outdoor storage of land/sea containers. Additionally, uses permitted through a CUP (Conditional Use Permit) within the PU zoning district are: interim uses, outdoor commercial recreation facilities, and the mining of sand & gravel.

At their meeting on October 3, 2013, the Planning Commission reviewed and discussed the amendment prepared by staff, which listed the *Clinic* use, as a permitted use, within Section 30-512 Table-1. As part of their recommendation to the City Council, the Planning Commission recommends that the *clinic (outpatient treatment center)* use is best suited as a use, permitted with restrictions (Section 30-564. - *Uses with restrictions*), within the PU (Public Use) zoning district. The restriction being: Clinic (within the PU, SPU zones): Must be accessory to a permitted principal use.

The proposed amendments are incorporated into the draft Ordinance being considered, which also includes the Planning Commission's findings of fact.

Requested City Council Action

Conduct a Public Hearing to consider the adoption of an Ordinance amending the Zoning Ordinance that would add the Clinic (*outpatient treatment center*) use, as a use permitted with restrictions, within the PU (Public Use) zoning district.



Petition for Text Amendment to the Zoning Ordinance

Community Development Department
 420 North Pokegama Ave.
 Grand Rapids, MN 55744
 Tel. (218) 326-7601 Fax (218) 326-7621
 Web Site: www.grandrapidsmn.org

The undersigned do hereby respectfully request the following be granted by support of the following facts herein shown:

Itasca County Family YMCA – Betsy McBride, Executive Director 91-021-4211
 Name of Applicant Tax Parcel #*1
400 River Road
 Address
Grand Rapids MN 55744
 City State Zip
218-327-1161
 Business Telephone/E-Mail Address

**1 City Code Section 30-454(a) requires a request to amend the text of the City Zoning Ordinance be made by a person, firm or corporation owning real estate in the city. Please provide the tax parcel number of property in your ownership as verification.*

I(we) certify that, to the best of my(our) knowledge, information, and belief, all of the information presented in this application is accurate and complete and includes all required information and submittals.

Betsy McBride
 Signature(s) of Applicant(s)

9-12-13
 Date

SEP 17 2013

Office Use Only

Date Received _____ Certified Complete DM Fee Paid \$505.00

Planning Commission Recommendation: Approved _____ Denied _____

Meeting Date 10/3/2013

City Council Action: Approved _____ Denied _____

Meeting Date 10/28/2013

Required Submittals:

~~D~~ Application Fee - \$505.00 *2

*2The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.

Explanation of Request:

A. Please List the Section(s) of Article VI, Chapter 30 of the City Code (Zoning Ordinance) for which amendment is requested: Section 30-512

We request to include a clinic as a permitted use in a public use zoning district.

B. Please provide a written statement that explains the request:

The Itasca County Family YMCA has a mission to strengthen ourselves, families and communities by promoting growth in spirit, mind and body. We never turn anyone away due to an inability to pay and we serve people of all faiths, races, ages, abilities and incomes. In order to continue our mission and best serve our community, we request a text change to allow a small clinic space to be added onto the YMCA campus. A clinic space would be a benefit to the neighborhood residents, YMCA members, childcare families, and the entire community. The clinic space would be available to serve all community members – no membership would be required.

For zoning purposes, being classified as "Public Use" limits us in the services we are able to provide on our campus. Providing medical services in a high-traffic facility that serves all ages and income levels would greatly benefit our community.

C. Any additional information that the Petitioner would like to supply:

A text amendment would allow us to add a 1000 square foot, 3-room clinic on the Itasca County Family YMCA campus. The small clinic would be able to provide a variety services to a broad range of people.

Justification of Proposed Text Amendment: Please answer all of the following questions (attach additional pages if needed). The planning Commission will consider these questions and responses, and other issues (see attached list) in making their findings of fact and recommendation on the proposed rezoning.

A. How does the proposed Text Amendment conform to the City's Comprehensive Plan?

This text amendment conforms directly to the Community Vision, Values and Guiding Principles outlined in the Comprehensive Plan.

- The Vision states: "Grand Rapids is a unique blend of small town hospitality and character with big city conveniences and opportunities". This clinic presents hospitality with big city convenience.
- The Community Values names Healthy Living as one of the 11 values. "Providing opportunities for healthy living is a core value. Creating healthy living opportunities requires careful management of our built environment (housing, roads, other infrastructure), our natural systems (recreation, natural resources) and other local amenities (economic systems, education, local food systems, health care)." Wellness is at the core of the services that will be provided at the clinic; it would provide many healthy living opportunities.
- One of the Guiding Principles of the Comprehensive Plan is, "Enhance healthy lifestyles, families and community." A clinic at the Y would demonstrate that we are serious about investing in the health and wellness of our community and making healthcare accessible to all.

B. How does the proposed Text Amendment(s) preserve the spirit and intent of the Zoning Ordinance?

Building a clinic on the Itasca County Family YMCA property would preserve the spirit and intent of the Zoning Ordinance 30-511, (17) PU public use district and SPU shoreland public use district. It states, "They are also intended to accommodate major essential public facilities that provide governmental, educational, recreational, cultural and health care service to the entire community."

C. What effect will the proposed Text Amendments have on the growth and development of existing neighborhoods, other lands in the proposed district, commercial and industrial neighborhoods?

These text amendments would allow a small clinic to be included on the Itasca County Family YMCA campus. Not only would a small clinic be available to serve the 1200 Itasca County residents who come through the YMCA doors each weekday, but it would enhance the delivery of medical services in a neighborhood where 7% of available housing is located within a quarter of a mile. Many residents in the neighborhood are senior citizens or are low-income residents who reside in subsidized or senior housing; these residents would greatly benefit from a small clinic within walking distance. Seniors and those without transportation would benefit from a small clinic easily accessible by bus. A small clinic would be a benefit to all residents.

Additional Instructions:

Prior to submitting your Petition, you will need to arrange for one or more preliminary meetings with the Community Development Director. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals.

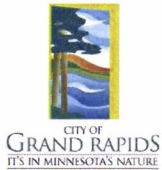
Findings for Approval:

The Planning Commission, in formulating its recommendation, and the City Council, in support of its action will make findings of fact based on their responses to the following list of considerations:

- Will the change affect the character of the neighborhoods?
- Would the change foster economic growth in the community?
- Would the proposed change be in keeping with the spirit and intent of the ordinance?
- Would the change be in the best interest of the general public?
- Would the change be consistent with the Comprehensive Plan?

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	13-0638	Version:	1	Name:	Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-512, Table-1 and Section 30-564 of the Zoning Ordinance, to add the Clinic (outpatient treatment center) use, as a use permitted with restri
Type:	Agenda Item	Status:			Public Hearing
File created:	10/22/2013	In control:			City Council
On agenda:	10/28/2013	Final action:			
Title:	Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-512, Table-1 and Section 30-564 of the Zoning Ordinance, to add the Clinic (outpatient treatment center) use, as a use permitted with restrictions, within the PU (Public Use) zoning district.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Ordinance-Clinic Use in PU Text Amendment w/Exhibits				

Date	Ver.	Action By	Action	Result
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Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-512, Table-1 and Section 30-564 of the Zoning Ordinance, to add the Clinic (*outpatient treatment center*) use, as a use permitted with restrictions, within the PU (Public Use) zoning district.

Background Information:

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

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

Requested City Council Action

Consider the recommendation of the Planning Commission regarding the adoption of an ordinance, amending Section 30-512, Table-1 and Section 30-564 of the Zoning Ordinance, to add the Clinic (*outpatient treatment center*) use, as a use permitted with restrictions, within the PU (Public Use) zoning district; *and authorize its publication in summary form.*

AN ORDINANCE AMENDING MULTIPLE SECTIONS OF CHAPTER 30 LAND DEVELOPMENT REGULATIONS ESTABLISHING THE CLINIC (OUTPATIENT TREATMENT CENTER) USE AS A USE PERMITTED WITH RESTRICTIONS WITHIN THE PU (PUBLIC USE) ZONING DISTRICT

WHEREAS, the Planning Commission on October 3, 2013 reviewed draft amendments to Section 30-512 Table-1 *Permitted Uses* of the Zoning Ordinance and made certain findings of fact, that the addition of the clinic (outpatient treatment center) use was best suited as a use permitted with restrictions (Section 30-564), within the PU (Public Use) zoning district, and as such, was consistent with the Comprehensive Plan and would be in the best interest of the public's health, safety, and general welfare, and recommended that the City Council adopt the amendment to the above referenced portion of Article VI of Chapter 30 of the City Code; and

WHEREAS, the City Council conducted a public hearing on Monday, October 28, 2013 at 6:00 p.m., to consider the recommended amendments; and

WHEREAS, the City Clerk presented the affidavit of publication of the notice of the public hearing; and

WHEREAS, the City Council has heard all persons who wished to be heard in regards to the proposed text amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that it adopts the Planning Commission's following findings of fact relative to the amendments to Sections 30-512 Table-1 and 30-564 within Chapter 30 Land Development Regulations, of the City Code:

- The amendment will not have an adverse effect on the character of neighborhoods, because, as proposed, the use will be accessory to the principal use of the property.
- The amendment would foster economic growth in the community, by providing additional and future location and growth opportunities.
- That the amendments would be in keeping with the spirit and intent of the Zoning Ordinance, as described in Section 30-511 *Purpose of districts*.
- That the amendments would be in the best interest of the general public as the use is synergistic with the purpose of the Public Use zoning district.
- That the amendments would be consistent with the Comprehensive Plan, as the advancement of medical services in the region is identified within the Plan.

NOW, THEREFORE, BE IT FURTHER RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA, that the proposed amendments to the City Code are in the best interest of the public's health, safety, and general welfare, and hereby ordains that the Grand Rapids City Code be amended as follows: See Exhibits "A" and "B".

This Ordinance shall become effective after its passage and publication.

ADOPTED AND PASSED BY THE City Council of the City of Grand Rapids on the 28th day of October, 2013

Dale Adams, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

Councilmember _____ seconded the foregoing ordinance and the following voted in favor thereof: _____. Opposed: _____, whereby the ordinance was declared duly passed and adopted.

DRAFT

EXHIBIT "A"

RR/ SRR	R-1/ R-1a SR-1/ SR-1a	R-2/ SR-2	R-3/ SR-3	R-4/ SR-4	LB/ SLB	GB/ SGB	CBD	MU/ SMU	M/ SM	RC/ SRC	BP/ SBP	I-1/ SI-1	I-2/ SI-2	CD	PU/ SP U	AG	AP	LISTING OF USES IN ZONING DISTRICTS
						R						R	R					contractor's yard, materials storage
						P												equipment/truck sales and service
						R												equipment and/or tool rental
FINANCIAL INSTITUTIONS																		
					R	P	P											bank, savings and loan, loan agency, etc.
FOOD SERVICE																		
						P	P	P	R	R								restaurant
					R	R	R	R	R			R	R		R		R	vending machines
HEALTH CARE																		
					P	P	P	P	P		P				R			clinic (outpatient treatment centers)
								P	P									hospitals
CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	CUP	INTERIM USE
					R	P	P				P						P	OFFICE-Business
					R	P	P	P	P		P						P	professional, scientific, and technical services
					R	P	P	P	P		P							administrative and support services

EXHIBIT "B"

- b. The site shall be at least one acre in size; and
- c. The use shall be subject to the site development standards defined in division 7 of this article, and for bufferyard purposes shall be treated as an R-3 property.

(9) Clinic (within the PU, SPU zones): Must be accessory to a permitted principal use.

(109) Clubs, lodges and membership organizations (within RR, LB, GB, SGB, CBD, MU, SMU, and AG zone):

- a. Within GB, SGB, CBD, MU and SMU, may not be located closer than 600 feet to any school.
- b. Within RR, LB and AG districts, no commercial (retail or service) uses shall be conducted as part of the organization's operations from the site.

(1140) Contractor's yard, material storage (within the GB, SGB, I-1, SI-1, I-2 and SI-2 zone): All outdoor storage of equipment, except automobiles and trucks up to two ton, and materials/supplies shall be screened from public view as per the requirements of section 30-594(h).

(1244) Construction material suppliers (within LB, SLB zone): Maximum size of structure shall be limited to 3,000 square feet gross floor area, and no more than 1,000 square feet GFA of retail sales space.

(1312) Customary home occupations are subject to all of the following conditions:

- a. Home occupations shall be conducted solely by persons residing in the residence.
- b. All business activity and storage shall take place within the interior of the residence and shall not take place in an accessory building or buildings.
- c. There shall be no alteration to the exterior of the residential dwelling, accessory building or yard that in any way alters the residential character of the premises.
- d. No sign, display, or device identifying the occupation shall be used.
- e. The occupation shall not be visible or audible from any property line.
- f. Such occupation shall not involve the retail sale or rental of products on the premises.
- g. No vehicle used in the conduct of the occupation shall be parked, stored or otherwise present at the premises other than such as is customarily used for domestic or household purposes such as a van or three-quarter ton truck.
- h. Only on-site off-street parking facilities normal for a residential use shall be used.
- i. The use of substances that may be hazardous to the health, safety or welfare of neighbors and neighboring property shall not be used in the conduct of a home occupation.

(1413) Day care centers (within MU, SMU, M, SM, I-1, SI-1, I-2, SI-2 zone): Must be accessory to a permitted use and available only for employees of that permitted use.