



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail

City Council

Monday, June 10, 2013

5:00 PM

City Hall Council Chambers

5:00 p.m. CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, June 10, 2013 - 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

5:01 p.m. CALL OF ROLL

5:02 p.m. PRESENTATIONS/PROCLAMATIONS

5:03 p.m. MEETING PROTOCOL POLICY

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

5:04 p.m. PUBLIC FORUM

5:09 p.m. COUNCIL REPORTS

5:14 p.m. APPROVAL OF MINUTES

13-0336

Approve Council minutes for Monday, May 13, 2013 Worksession and Regular meetings and May 28, 2013 Regular Meeting.

Attachments: [May 13, 2013 Regular Meeting](#)

[May 13, 2013 Worksession](#)

[May 28, 2013 Regular Meeting](#)

5:15 p.m. 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. 13-0296

Adopt a resolution authorizing the Grand Rapids Police Department to accept a donation of supplies from the Target Corporation with a value of approximately \$75.

- Attachments:** [Target](#)
[Target Donation Res](#)
2. [13-0341](#) Authorizing the Mayor and City Administrator to sign the School Liaison Officer Agreement for the 2013-2014 school year.
Attachments: [School Liasion](#)
[2013-2014 LIAISON](#)
3. [13-0349](#) Change Order 2 related to CP 2012-6, ICC / Glenwood Drive Intersection Improvements
Attachments: [6-10-13 Attachment CP 2012-6 CO 2](#)
4. [13-0350](#) Change Order 4 related to CP 2011-6, SAP 129-143-002 / Horseshoe Lake Road Improvements
Attachments: [6-10-13 Attachment CP 2011-6 CO 4](#)
5. [13-0353](#) Authorize the Police Department to apply for a Mdewakanton Life Program grant to buy 2 AED's (Automated External Defibrillators) from the Shakopee Mdewakanton Sioux Community.
Attachments: [1479_001.pdf](#)
6. [13-0354](#) Consider approving a lease agreement with Salmela Photography for space in Central School.
Attachments: [Salmela Photography Draft Lease v2.pdf](#)
7. [13-0356](#) Resolution Approving Plans and Specifications and Ordering Advertisement For Bids for CP 2010-2 / City Wide Overlays - Urban; CP 2012-4A / Remer Deschepper Overlays - Rural; and CP 2013-3 / 1st Avenue NE - Friesen Addition
Attachments: [6-10-13 RESOL CP 2010-2 & 2012-4A & 2013-3 Ordering Advertisement](#)
8. [13-0357](#) Consider accepting Application for Special Permit for an Amusement from Carson & Barnes Circus for event to be held at the Itasca County Fairgrounds on Sunday, June 23, 2013.
Attachments: [Carson & Barnes Circus](#)
9. [13-0360](#) Showboat Lease Agreement
Attachments: [Showboat lease - 2013](#)
[Showboat Lease-Map](#)
10. [13-0362](#) Enter into a contract with Stauber's Goalcrease
Attachments: [Stauber Contract 2013](#)
11. [13-0364](#) Consider hiring temporary employees for Park & Recreation.

12. [13-0366](#) A grant agreement with the Itasca County YMCA and Reif Center
Attachments: [6-10-13 YMCA-Rief taconite tax agreements.pdf](#)

5:20 SETTING OF REGULAR AGENDA
p.m.

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.

5:21 ACKNOWLEDGE BOARDS & COMMISSIONS
p.m.

5:22 DEPARTMENT HEAD REPORT
p.m.

13. [13-0361](#) Information Technology Department Head Report

5:32 ENGINEERING
p.m.

14. [13-0351](#) A resolution awarding a bid to Hammerlund Construction for the 2013 Hangar Apron Reconstruction Project
Attachments: [6-10-13 Attachment GPZ HangarApron Recommendation](#)
[6-10-13 Resolution 2013 Hangar Apron Reconstruction Award Contract](#)
[6-10-13 2013 Hangar Apron Reconstruction Map](#)

5:37 ADMINISTRATION DEPARTMENT
p.m.

15. [13-0319](#) Completion of Introductory Period for Building/Fire Inspector, Nathan Morlan.
16. [13-0367](#) Consider adopting the job description for Cemetery/Airport Maintenance and authorize City staff to begin the process of filling the vacancy.
Attachments: [Cemetery Grounds-Burial Maintenance](#)
17. [13-0352](#) Appoint a council member to the Airport Advisory Board (AAB)

6:00 PUBLIC HEARINGS
p.m.

18. [13-0355](#) Calling a Public Hearing for review and proposed adoption of the 2013-2017 Amended Street Reconstruction Plan and consider authorizing the issuance of General Obligation Street Reconstruction Bonds.
Attachments: [2013-2017 Street Reconstruction Plan.pdf](#)

6:15 FINANCE DEPARTMENT
p.m.

19. [13-0365](#) Consider approving a resolution adopting the Amended Street Reconstruction Plan for 2013-2017 and authorizing the issuance of General Obligation Street Reconstruction Bonds.

Attachments: [Resolution approving Street Reconstruction Plan and Authorizing Bond Issuance](#)

6:20 VERIFIED CLAIMS
p.m.

20. [13-0368](#) Consider approving the verified claims for the period 5/21/2013 to June 6, 2013 in the total amount of \$435,518.95.

Attachments: [06/10/2013 BILL LIST.pdf](#)

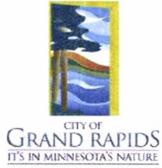
6:21 ADJOURNMENT
p.m.

NEXT REGULAR MEETING IS SCHEDULED FOR JUNE 24, 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 GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0336 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 5/23/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Approve Council minutes for Monday, May 13, 2013 Worksession and Regular meetings and May 28, 2013 Regular Meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [May 13, 2013 Regular Meeting](#)
[May 13, 2013 Worksession](#)
[May 28, 2013 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Title

Approve Council minutes for Monday, May 13, 2013 Worksession and Regular meetings and May 28, 2013 Regular Meeting.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, May 13, 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 was held on Monday, May 13, 2013 at 5:00 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

CALL OF ROLL

Others present: Tom Pagel, Chad Sterle, Steve Flaherty, Shirley Miller, Barb Baird, Lynn DeGrio, Erik Scott

PRESENTATIONS/PROCLAMATIONS

MEETING PROTOCOL POLICY

5:01 PM PUBLIC FORUM

5:05 PM COUNCIL REPORTS

5:10 PM APPROVAL OF MINUTES

Approve Council minutes for Monday, April 22, 2013 Worksession and Regular Meetings.

A motion was made by Councilor Barb Sanderson, seconded by Councilor Ed Zabinski, to approve the minutes for April 22, 2013 as presented. The motion PASSED by unanimous vote.

5:11 PM CONSENT AGENDA

1.

Request by the police department to apply for state and federal grants to purchase bulletproof vest.

Approved by consent roll call

2.

Authorize changes to City Ordinance 66-191 - 66-230 (Golf Carts) adopt a resolution establishing a \$25.00 permit fee and publish in summary form.

Adopted City Ordinance 13-05-07 and Resolution 13-35 by consent roll call

3.

Consider hiring Jeffrey Flannigan as a Maintenance employee at the IRA Civic Center.

Approved by consent roll call

4.

Allow the Fire Department to Apply for a DNR Matching Grant

Approved by consent roll call

5.

Request by the Police Department to adopt a resolution accepting a \$750.00 dollar grant from Enbridge Inc.

Adopted Resolution 13-36 by consent roll call

6.

Consider hiring Ryan Trudel as a paid GIS Intern at \$10.00 per hour to focus on Storm Water Utility data updates, cemetery, and airport.

Approved by consent roll call

7.

Flag pole relocation from Township Hall to Fairgrounds

Approved by consent roll call

8.

Consider approving the following Public Works Department part-time eligibilty list for the 2013 Spring/Summer Maintenance Season.

Approved by consent roll call

9.

Supplemental Letter Agreement (SLA) 2012-12 with SEH related to CP 2012-12 Murphy-Middle School Safe Routes to School

Approved by consent roll call

10.

Consider the adoption of a resolution calling for a June 24, 2013 public hearing to consider the establishment of Tax Incremental Financing (TIF) Housing District No 1-9 (Lakewood Apartments Three), and the creation of a TIF Plan

Adopted Resolution 13-37 by consent roll call

11.

Consider allowing City staff to begin the process of creating a new Police Officer

eligibility list.

Approved by consent roll call

12. Consider adopting a resolution calling for a Public Hearing on June 10, 2013 at 6 p.m. relating to the issuance of General Obligation Street Reconstruction Bonds for 2013 infrastructure projects.

Adopted Resolution 13-38 by consent roll call

13. Seasonal Golf Employee

Approved by consent roll call

14. Sale of Golf Course Asset

Approved by consent roll call

15. Adopt a resolution approving LG230 Application to Conduct Off-site Gambling for Confidence Learning Center.

Adopted Resolution 13-39 by consent roll call

- 15a. Consider adopting a resolution to authorize the submission of a request to IRRRB seeking partial funding of site work in the development of a new headquarters for Hammerlund Construction

Adopted Resolution 13-40 by consent roll call

- 15b. Approve Letter of support for MN Power Draft/proposed Boswell Unit 4 and denial of petition for EAW on proposed project.

Approved by consent roll call

- 15c. Establish Commission size and appoint members to the Arts & Culture Commission.

Approved setting nine member Commission and appointing: Lois Bendix, Brian Carlson and Carissa Groslund for one year terms, Todd Driscoll, David Marty and Karen Walker for two year terms and Kathy Dodge, Lea Freisen and Ashley Kolka to three year terms, by consent roll call

- 15d. Consider reducing the HRA Board Commissioners member size from seven to five.

Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Chandler, seconded by Councilor Christy, to approve the consent agenda with additions as presented. The motion carried by the following vote

Aye 4 -

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

Abstain 1 -

Councilor Dale Christy

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

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

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

16. Acknowledge minutes for Boards and Commissions.

Acknowledge Boards and Commissions

**5:15 CIVIC CENTER, PARKS & RECREATION
PM**

17. Consider entering into a Gateway Service Agreement with Element Payment Services, Inc.

A motion was made by Councilor Zabinski, seconded by Councilor Sanderson, to approve the Gateway Service Agreement with Element Payment Services Inc. 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

**5:20 ENGINEERING
PM**

18. Accept a quote from Gartner Controls for keyless entry systems at the fire hall and police department.

A motion was made by Councilor Christy, seconded by Councilor Zabinski, accepting quote from Gartner Controls for keyless entry systems at fire hall and police department. The motion carried by the following vote.

Aye 4 -

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

Nay 1 -

Councilor Joe Chandler

**5:25 ADMINISTRATION DEPARTMENT
PM**

20. Appointment of Melissa Skoglund to the position of Police Transcriptionist and certification of two-year eligibility register.
- A motion was made by Councilor Sanderson, seconded by Councilor Christy, appointing Melissa Skoglund as Police Transcriptionist. 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
21. Accept the notice retirement from Shirley Miller from the position of Finance Director.
- A motion was made by Councilor Chandler, seconded by Councilor Christy, accepting notice of retirement submitted by Finance Director Shirley Miller, with the appreciation of the City Council and staff. 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
22. Appointment of Barbara Baird to the position of Director of Finance.
- A motion was made by Councilor Christy, seconded by Councilor Zabinski, appointing Barb Baird to the position of Finance Director and authorizing staff to move forward with process of filling the position of Assistant Finance Director. 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

**5:55 VERIFIED CLAIMS
PM**

24. Consider approving the verified claims for the period April 16, 2013 to May 6, 2013 in the total amount of \$720,075.77.
- A motion was made by Councilor Chandler, seconded by Councilor Zabinski, approving the 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

28. MPCA MS4 Annual Public Meeting

Received and Filed

**6:00 PUBLIC HEARINGS
PM**

25. A public hearing regarding CP 2010-2, City Wide Overlays - Urban and CP 2012-4A, Remer-DeSchepper Overlays
City Administrator Tom Pagel presents background information to the Council regarding project.
- Mayor Adams states that this is the time and place for the public to address the Council with any questions or concerns regarding the specific project. City Clerk Johnson-Gibeau acknowledges that all notices have been sent and no written communication has been received by the Administration office regarding this item.*
- A motion was made by Councilor Dale Christy, seconded by Councilor Joe Chandler, to open the public hearing. The motion PASSED by unanimous vote.**
- Wes Bailey, 2505 Elida Drive, not opposed to preparing for City service but does not believe this project directly benefits him. Assessments for him are approximately \$4,300.*
- Bob Ruzinski, property owner, no access to roads in area of this property. Suggests the boundary line be moved to include property with homes and actually on Deschepper.*
- Anthony Marcella, 803 Rangeline Road, questions specific benefit to Rangeline Road residents. Expresses concerns of law enforcement not enforcing speed limits and reckless driving problems on Rangeline.*
- Brenda Dowling, 11833 Hale Lake Pointe Road, no city water and sewer in this area. Would like to know if these services will be added and if the new construction will be torn up if that happens.*
- Mr. Pagel indicates that there is no current plan to put city sewer and water in this area.*
- No one else wished to speak, therefor the following motion was made.*
- A motion was made by Councilor Ed Zabinski, seconded by Councilor Dale Christy, to close the public hearing. The motion PASSED by unanimous vote.**
26. A resolution ordering the improvement and plans and specifications for CP 2010-2, City Wide Overlays - Urban and CP 2012-4A, Remer-DeSchepper Overlays
- A motion was made by Councilor Christy, seconded by Councilor Sanderson, adopted resolution 13-41 specific to CP 2010-2 . 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
27. A Supplemental Letter Agreement (SLA) with SEH for design and construction engineering services related to CP 2010-2, City Wide Overlays - Urban and CP 2012-4A, Remer-DeSchepper Overlays.
- A motion was made by Councilor Chandler, seconded by Councilor Zabinski approving Supplemental Letter Agreement with SEH. 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

6:45 ADJOURNMENT
PM

There being no further business, the meeting adjourned at 7:30 PM.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, May 13, 2013

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, May 13, 2013 at 4:20 PM in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

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

Present 5 - Mayor Dale Adams, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Councilor Barb Sanderson

1. Discuss Development and Governance Agreement between the YMCA, Elders Circle, and the City
Administrator Tom Pagel reviews the contract presented to Council for collaboration with the YMCA for the Active Living Center. Betsy McBride and Kristi Kane, representing YMCA and ElderCircle, discuss proposed contract and recommended changes to contract language per City Attorney. Contract will be modified and brought back to Council for Consideration on May 28, 2013.

2. *Arts and Culture Commission discussion. Councilors Christy and Zabinski, recommend a nine member Commission and discuss the list of applicants.*

Addition of 15a and 15b to consent agenda.
Moved Items 19 & 23 to Consent.

ADJOURN

There being no further business, the meeting adjourned at 4:50 PM.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Tuesday, May 28, 2013

5:00 PM

City Hall Council Chambers

Amended May 24, 2013

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Tuesday, May 28, 2013 at 5:00 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

STAFF & OTHERS PRESENT

Tom Pagel, Chad Sterle, Jim Denny, Eric Trast, Marcia Anderson, Dale Anderson, Shirley Miller, Erik Scott, Jeff Davies, Rob Mattei, Steve Flaherty, Bob Cahill

5:01 PM PRESENTATIONS/PROCLAMATIONS

Waste Management Scholarship Presentation

Received and Filed

5:05 PM MEETING PROTOCOL POLICY

5:06 PM PUBLIC FORUM

5:10 PM COUNCIL REPORTS

5:13 PM CONSENT AGENDA

1. Consider approving 2013 budgeted operating transfers.

Adopted Resolution 13-43 by consent roll call

2.

Request by the Police Department to adopt a resolution accepting a Law Loan Yamaha Rhino side x side OHV from the Yamaha Motor Corporation, U.S.A.

Adopted Resolution 13-44 by consent roll call

3.

Request by the Police Department to adopt a resolution accepting a \$96.92 donation from Itasca Community College Student Services to the Police Reserve program.

Adopted Resolution 13-45 by consent roll call

4.

Approve the hiring of temporary employees with the IRA Civic Center and Grand Rapids Sports Complex beginning May 29, 2013.

Approved by consent roll call

5.

Renewed Fire Protection Agreement with the US Forest Service

Approved by consent roll call

6.

Purchase of Gear Lockers for the Fire Department

Approved by consent roll call

7.

Appointment of John Ophoven to the position of part-time Parking Enforcement Officer.

Approved by consent roll call

8.

Approve Golf Course Employees

Approved by consent roll call

9.

Request by the police department to adopt a new City Ordinance authorizing the use and non-use of all-terrain vehicles (ATV) within the City of Grand Rapids.

Adopted Ordinance 13-05-08 by consent roll call

10.

Pay adjustment for Samantha Hallfrisch, Animal Control Facility Attendant.

Approved by consent roll call

11.

A resolution receiving the feasibility report for CP 2013-3, 1st Avenue NE - Friesen

Addition

Adopted Resolution 13-46 by consent roll call

12. Consider the adoption of a resolution calling for a July 8, 2013 public hearing to consider the establishment of Tax Incremental Financing (TIF) Housing District No 1-9 (Majestic Pines), and the creation of a TIF Plan.

Adopted Resolution 13-47 by consent roll call

13. Work Order 2 related to CP 2004-3, 4th Street SE/SW

Approved by consent roll call

14. Work Order 1 related to CP 2012-6, ICC/Glenwood Drive Signal

Approved by consent roll call

16. A Supplemental Letter Agreement (SLA) with SEH related to CP 2013-3, 1st Avenue NE - Friesen Addition

Approved by consent roll call

17. A Cooperative Construction Agreement with Itasca County related to CP 2011-5 Golf Course Road Improvements.

Approved by consent roll call

18. A resolution ordering the improvement and plans and specifications for CP 2013-3, 1st Avenue NE - Friesen Addition

Adopted Resolution 13-48 by consent roll call

19. A resolution approving plans and specifications and ordering the advertisement for bids related to CP 2013-3, 1st Avenue NE - Friesen Addition.

Adopted Resolution 13-49 by consent roll call

20. Consider entering into a contract with E3 Consulting Services for web hosting services.

Approved by consent roll call

- 20a. Adopt a resolution in Recognition of "Active Living Week"

Adopted Resolution 13-50 by consent roll call

- 20b. Consider approval of the final plat of Friesen Addition to Grand Rapids.

Adopted Resolution 13-51 by consent roll call

Approval of the Consent Agenda

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

Aye 5 -

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

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

A motion was made by Councilor Ed Zabinski, seconded by Councilor Joe Chandler, to Approve the Regular Agenda as amended. The motion PASSED by unanimous vote.

**5:16 DEPARTMENT HEAD REPORT
PM**

21. Grand Rapids Area Library - Marcia Anderson

Received and Filed

**5:30 CIVIC CENTER, PARKS & RECREATION
PM**

22. Accept a grant from Statewide Health Improvement Program

A motion was made by Councilor Chandler, seconded by Councilor Sanderson, to adopt Resolution 13-52 - accepting SHIP grant by consent roll call. 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

23. Update the City's Parks and Trails Plan

A motion was made by Councilor Christy, seconded by Councilor Zabinski, to approve this item 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

**5:35 COMMUNITY DEVELOPMENT
PM**

**5:40 ENGINEERING
PM**

25. A natural gas joint power agreement between the City and Harris Township.

A motion was made by Councilor Zabinski, seconded by Councilor Christy, to approve this item 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

25a.

A purchase of permanent easement related to the future extension of 21st Street SW.

A motion was made by Councilor Sanderson, seconded by Councilor Zabinski, to approve this item 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

**5:45 GOLF COURSE
PM**

26.

Approve Golf Course Restroom Project

A motion was made by Councilor Zabinski, seconded by Councilor Sanderson, to approve this item 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

**6:00 PUBLIC HEARINGS
PM**

31.

Conduct a public hearing to consider the vacation of a platted alley within the plat of Kearney's 1st. Addition to Grand Rapids.

Community Development Director Rob Mattei presents background information.

Mayor Adams states that this is the time and place for the public to voice any issues regarding the current vacation request. City Clerk Johnson-Gibeau indicates that proper notices have been sent and no written correspondence has been received to date.

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

Clairene Olson, Manor House, states that they did not know about the petition and the property owners had not been contacted until after the public hearing was already scheduled. An unauthorized employee of Manor House signed the petition without understanding the vacation process. Owners disagree with the vacation of the alley. Property owner is requesting that the item be tabled until the Church and the Manor House can come to an agreement.

Greg Taylor, First Lutheran Representative, states that he had brought the petition to the Manor House and believed the individual that signed in the affirmative was authorized to do so. The Church needs the vacation for completion of the project. Asking for approval.

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

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

32. Consider the adoption of a resolution either approving or denying the vacation of a platted alley within the plat of Kearney's 1st Addition to Grand Rapids.
Mr. Mattei recommends tabling the vacation request to allow time for an agreement to be reached between the two parties.

A motion was made by Councilor Sanderson, seconded by Councilor Christy to table this item and bring back to Council for consideration on June 10, 2013. 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

5:50 ADMINISTRATION DEPARTMENT

PM

27. Retirement of Terry E. Madsen from the Itasca Calvary Cemetery.

A motion was made by Councilor Dale Christy, seconded by Councilor Ed Zabinski, to accept the notice of retirement from Terry Madsen with best wishes. The motion PASSED by unanimous vote.

28. Resignation of Police Officer Shawn Mahaney.

A motion was made by Councilor Ed Zabinski, seconded by Councilor Barb Sanderson, to accept the resignation of Officer Shawn Mahaney with best wishes. The motion PASSED by unanimous vote.

29. Closing of City Hall on Friday, July 5, 2013.

A motion was made by Councilor Barb Sanderson, seconded by Councilor Dale Christy, to approve this item as requested. The motion PASSED by unanimous vote.

30. A Development and Governance Agreement (DGA) between the City, YMCA, and Elders Circle

A motion was made by Councilor Chandler, seconded by Councilor Zabinski, to approve this agreement contingent upon inclusion of a copy of lease agreement between the YMCA and ElderCircle as an attachment for informational purposes. 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

6:30 VERIFIED CLAIMS

PM

33. Consider approving the verified claims for the period May 7, 2013 to May 20, 2013 in the total amount of \$1,868,087.68, of which \$1,419,492.82 is the refunding debt payment.

Requested City Council Action

Consider approving the verified claims for the period May 7, 2013 to May 20, 2013 in the total amount of \$1,868,087.68, of which \$1,419,492.82 is the refunding debt payment.

A motion was made by Councilor Christy, seconded by Councilor Sanderson to approve the 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

**6:35 ADJOURNMENT
PM**

There being no further business, the meeting adjourned at 6:42 PM.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0296 **Version:** 1 **Name:** Target Donation
Type: Agenda Item **Status:** Consent Agenda
File created: 5/20/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Adopt a resolution authorizing the Grand Rapids Police Department to accept a donation of supplies from the Target Corporation with a value of approximately \$75.
Sponsors:
Indexes:
Code sections:
Attachments: [Target](#)
[Target Donation Res](#)

Date	Ver.	Action By	Action	Result
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Title

Adopt a resolution authorizing the Grand Rapids Police Department to accept a donation of supplies from the Target Corporation with a value of approximately \$75.

Body

Background Information:

The local Target store brought in a basket of supplies they want to donate to the Grand Rapids Police Department in appreciation for National Police Week and for the assistance we give them throughout the year. The basket contains everyday supplies we use during a normal work day which consists of hand sanitizers, wipes, insect repellent etc.

Staff Recommendation:

It is recommended to accept the donation from Target.

Requested City Council Action

Consider adopting a resolution accepting a donated gift basket from the Target Corporation in appreciation of National law Enforcement week.

Target
2140 S. Pokegama Ave.
Grand Rapids, MN 55744



May 15, 2013

Chief of Police Jim Denny
City of Grand Rapids Police Department
Grand Rapids, MN.

Dear Chief Denny:

National Police Week is a time we are reminded of the sacrifice your officers make each and every day to protect and serve the community of Grand Rapids, MN. We honor the men and women of law enforcement and believe it is important to support those that work tirelessly to protect our communities.

Target is deeply committed to doing all that we can to help law enforcement build strong, healthy and safe communities. The entire Target Corporation Assets Protection team stands in support of you and your department.

We partner with the National Law Enforcement Officers Memorial Fund on a variety of projects including National Police Week and its namesake museum, the National Law Enforcement Museum, which is scheduled to open in Washington, D.C. in late 2014 and will include the Target "Take the Case" Exhibit.

We look forward to continuing our partnership with you in helping create safer communities. If you have any ideas of how we can better partner with your department (City of Grand Rapids Police Department), please do not hesitate to call me at 326-3011, email me at Diane.Hannah@target.com, or stop by the store.

Sincerely,

A handwritten signature in cursive script, reading "Diane Hannah", is written above the typed name.

Diane Hannah
Assets Protection Leader
(218) 326-3011 x209

dh

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

RESOLUTION NO. 13-

A RESOLUTION ACCEPTING A DONATION OF SUPPLIES FROM THE TARGET CORPORATION TO THE GRAND RAPIDS POLICE DEPARTMENT WITH AN APPROXIMATE VALUE OF \$75.00 IN HONOR OF NATIONAL POLICE WEEK

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 Target Corporation has donated supplies to the Grand Rapids Police Department with an approximate value of \$75.00 in honor of National Police Week.

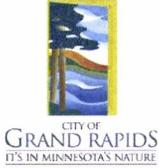
Adopted this 28th day of May, 2013

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 #: 13-0341 **Version:** 1 **Name:** School Liaison Agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 5/28/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Authorizing the Mayor and City Administrator to sign the School Liaison Officer Agreement for the 2013-2014 school year.
Sponsors:
Indexes:
Code sections:
Attachments: [School Liaison](#)
[2013-2014 LIAISON](#)

Date	Ver.	Action By	Action	Result
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Title

Authorizing the Mayor and City Administrator to sign the School Liaison Officer Agreement for the 2013-2014 school year.

Body

Background Information:

Since 1999 the City of Grand Rapids and School District 318 have had an annual agreement for a School Liaison Officer at the Grand Rapids Senior High School. In 2006 the district requested an additional School Liaison for the Robert J. Elkington Middle School.

With the start 2013-2014 school year fast approaching, the police department would like to get in place the agreement for the 2013-2014 school year. The police department will be providing Officer Ashley Moran and Officer William Saw to the school district for the Liaison Officer positions. The fees for the 2013-2014 school year is \$109,257.06 for the School Liaison position and \$ 2,500.00 for costs incurred by the city for the D.A.R.E. program.

Attached for your review is the 2013-2014 School Liaison Agreement

Staff Recommendation:

It is staff's recommendation to sign the attached School Liaison Officer Agreement for the 2013-2014 school year.

Requested City Council Action

Consider authorizing the Mayor and City Administrator to sign the School Liaison Agreement for the 2013-2014 school year.

**SCHOOL LIAISON OFFICER
AGREEMENT
For the School Year 2013-2014**

This AGREEMENT is made pursuant to Minnesota Statutes section 471.59, by and between the City of Grand Rapids ("City") and Independent School District 318 ("School District").

1. PURPOSE

The City and School District wish to participate in a School Liaison Officer Program. Both the City and School District believe that a more formalized approach to the School Liaison Officer Program is needed to improve understanding and promote mutual respect between police, school, staff, counselors, parents, and students. The purpose of this agreement is to set forth the terms and conditions to create, fund and implement the position of Police School Liaison Officer.

2. SERVICES

The City shall provide the services of *two police officers*, and related support services and supplies, to assist the School District in establishing and maintaining a School Liaison Officer Program for the School District. The officers will have primary responsibility in serving as a resource person to faculty, classroom members and school administrators in the prevention and diversion of juvenile problem behavior. The City agrees to provide vehicle, fuel, maintenance and other equipment as deemed necessary by the Chief of Police. The School District agrees to provide adequate office space, telephone and clerical support services at the site of majority assignment.

3. TERM

This Agreement shall commence on the first day of the teacher workshop in August 2013 and shall end on the last student day in May of 2014. This Agreement may be renewed on an annual basis, as agreed by both parties.

4. PAYMENT

The School District shall pay to the City \$109,257.06 pursuant to Minnesota Statutes Section 126C.44 to partially reimburse the City for the costs incurred by the City for salary, benefits, and transportation costs of the Police School Liaison Officers in the School District's senior high, middle and secondary schools.

The School District shall pay to the City \$2,500.00 for the costs incurred by the City for a DARE Program in the middle school.

Upon execution of this Agreement, the School District shall provide the City with the population of the School District at the time of the levy.

One-half of the sum owing under this contract shall be payable upon the execution of this Agreement. The remaining half of the sum owing under this contract should be payable on the last student day of May of 2014.

5. GENERAL PROVISIONS

The Police School Liaison Officer's are City employee's and shall not be considered employee's of the School District for any purpose, including but not limited to salaries, wages, other compensations or fringe benefits, worker's compensation, unemployment compensation, P.E.R.A., Social Security, liability insurance, keeping of personnel records, termination of employment or other contract rights. The officer's will report to and be directed by the Chief of Police. Resolution of unforeseen problems arising in this program shall be negotiated by representatives of the School District and the Chief of Police.

6. SCHEDULING

The duty hours of the School Liaison Officer on school days shall be determined by the Chief of Police with input by the School District. The duty hours of the School Liaison Officer on school days are flexible and will be primarily coordinated with the school day, and/or activities, but will be consistent with the City's labor contract with the Police Union. During non-school periods, the officer's duties and schedule will be determined by the Chief of Police.

Dated: _____

GRAND RAPIDS SCHOOL DISTRICT # 318

Business Manager

Dated: _____

CITY OF GRAND RAPIDS

Mayor

City Administrator

CITY OF GRAND RAPIDS
SCHOOL DISTRICT LIAISON OFFICER CHARGES

YEAR	EMPLOYEE	WAGE	PERA	MEDICARE	HEALTH	LIFE	DENTAL	WORK COMP	TOTAL
2013	William Saw	26.030	3.670	0.377	6.264	0.012	0.149	1.000	37.5023
2013	Ashley Moran	24.990	3.524	0.362	6.264	0.012	0.149	0.960	36.2607
2014	William Saw	27.240	4.17	0.395	6.677	0.012	0.143	1.046	39.6800
2014	Ashley Moran	25.780	3.94	0.374	6.677	0.012	0.143	0.990	37.9194

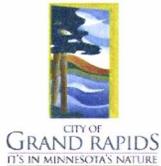
Hourly Rate per 2080 hours

Per Ben Hawkins - 180 days per school year = 1,440 hours
 Sept-Dec = 80 days = 45% = 648 hours
 Jan-May = 100 days = 55% = 792 hours

2013 William S	37.5023
2013 Ashley M	36.2607
2014 William S	39.6800
2014 Ashley M	37.9194

William S Sept-Dec 2013	24,301.50
Ashley M Sept-Dec 2013	23,496.91
Total	<u>47,798.40</u>

William S Jan-May 2014	31,426.53
Ashley M Jan-May 2014	30,032.13
Total	<u>61,458.66</u>



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0349 **Version:** 1 **Name:** CP 2012-6 CO2
Type: Agenda Item **Status:** Consent Agenda
File created: 5/31/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Change Order 2 related to CP 2012-6, ICC / Glenwood Drive Intersection Improvements
Sponsors:
Indexes:
Code sections:
Attachments: [6-10-13 Attachment CP 2012-6 CO 2](#)

Date	Ver.	Action By	Action	Result
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Title

Change Order 2 related to CP 2012-6, ICC / Glenwood Drive Intersection Improvements

Body

Background Information:

Change Order 2 is related to the relocation of a trail further to the west on ICC property. ICC will be reimbursing the City for Change Order 2. See attached Change Order for further detail.

Staff Recommendation:

City Staff is recommending Change Order 2 related to CP 2012-6, ICC / Glenwood Drive Intersection Improvements with Casper Construction in the amount of \$1,211.70.

Requested City Council Action

Consider approval of Change Order 2 related to CP 2012-6, ICC / Glenwood Drive Intersection Improvements with Casper Construction in the amount of \$1,211.70.

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Nov 2007

City/County of City of Grand Rapids

Change Order No. 2

FEDERAL PROJECT NO.	STATE PROJECT NO. SAP 031-685-001	LOCAL PROJECT NO. 2012-6	CONTRACT NO. 121161
CONTRACTOR NAME AND ADDRESS Casper Construction PO Box 480 Grand Rapids, MN 55744		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$1,211.70	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.
During construction, it was determined by ICC that the location of the west entrance road trail should be moved. This change order covers the additional costs to relocate the trail.

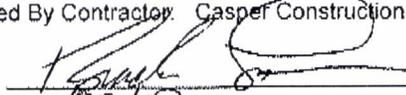
COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 003					
2104.501	REMOVE PIPE CULVERTS	LF	\$15.00	41	\$615.00
2105.501	COMMON EXCAVATION	CY	(\$5.80)	196	(\$1,136.80)
2211.503	AGGREGATE BASE (CV) CLASS 5	CY	\$20.00	20	\$400.00
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	\$88.90	15	\$1,333.50
Funding Category No. 003 Total:					\$1,211.70
Change Order No. 2 Total:					\$1,211.70

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)
Due to this change the Contract Time:

a. Is Increased by _____ Working Days b. Is Not Changed
 Is Decreased by _____ Working Days
 Is Increased by _____ Calendar Days c. May be revised if work affected the controlling operation
 Is Decreased by _____ Calendar Days

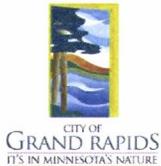
Approved By Project Engineer: Tom Pagel	Approved By Contractor: Casper Construction
Signed _____	Signed 
Date: _____ Phone: (218) 326-7601	Date: <u>5/29/13</u> Phone: (218) 326-9637

Original to Project Engineer; Copy to Contractor

Once contract has been fully executed, forward a copy to DSAE for funding review:

The State of Minnesota is not a participant in this contract; signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This project is eligible for: _____ Federal Funding _____ State Aid Funding _____ Local funds
 District State Aid Engineer: _____ Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0350 **Version:** 1 **Name:** CP 2011-6 CO 4
Type: Agenda Item **Status:** Consent Agenda
File created: 5/31/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Change Order 4 related to CP 2011-6, SAP 129-143-002 / Horseshoe Lake Road Improvements
Sponsors:
Indexes:
Code sections:
Attachments: [6-10-13 Attachment CP 2011-6 CO 4](#)

Date	Ver.	Action By	Action	Result
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Title

Change Order 4 related to CP 2011-6, SAP 129-143-002 / Horseshoe Lake Road Improvements

Body

Background Information:

Change Order 4 is related to the final completion date of June 15, 2013 specified in the contract. Due to poor weather this spring, the contractor is requesting a two week extension to complete the remaining work. See attached Change Order for further detail.

Staff Recommendation:

City Staff is recommending Change Order 4 related to CP 2011-6, SAP 129-143-002 / Horseshoe Lake Road Improvements with Casper Construction to extend the final completion date from June 15, 2013 to June 28, 2013.

Requested City Council Action

Consider approval of Change Order 4 related to CP 2011-6, SAP 129-143-002 / Horseshoe Lake Road Improvements with Casper Construction to extend the final completion date from June 15, 2013 to June 28, 2013.

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Nov 2007

City/County of City of Grand Rapids

Change Order No. 4

FEDERAL PROJECT NO.	STATE PROJECT NO. SAP 129-143-002	LOCAL PROJECT NO. GRANR 118053	CONTRACT NO. 2011-6
CONTRACTOR NAME AND ADDRESS Casper Construction PO Box 480 Grand Rapids, MN 55744		LOCATION OF WORK Horseshoe Lake Road	
		TOTAL CHANGE ORDER AMOUNT \$0.00	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.
Due to poor weather this spring, the contractor will not be able to finish the remaining work within the specified contract dates. This change order extends the final completion date from June 15, 2013 to June 28, 2013.

COST BREAKDOWN

There are no items associated with this Change Order.

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)
Due to this change the Contract Time:

a. Is Increased by _____ Working Days
 Is Decreased _____ Working Days
by _____ 13 Calendar Days
 Is Increased _____ Days
by _____ Calendar Days
 Is Decreased _____ Days

b. Is Not Changed

c. May be revised if work affected the controlling operation

Approved By Project Engineer: Tom Pagel	Approved By Contractor: Casper Construction
Signed _____	Signed 
Date: _____ Phone: (218) 326-7601	Date: <u>5/23/13</u> Phone: (218) 326-9637

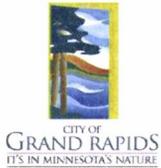
Original to Project Engineer; Copy to Contractor

Once contract has been fully executed, forward a copy to DSAE for funding review:

The State of Minnesota is not a participant in this contract; signing by the District State Aid Engineer is for FUNDING PURPOSES ONLY. Reviewed for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This project is eligible for: _____ Federal Funding _____ State Aid Funding _____
Local funds _____

District State Aid Engineer: _____ Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	13-0353	Version:	1	Name:	Authorize the Police Department to apply for a grant from the Shakopee Mdewakanton Sioux Community for AED's
Type:	Agenda Item	Status:			Consent Agenda
File created:	6/5/2013	In control:			City Council
On agenda:	6/10/2013	Final action:			
Title:	Authorize the Police Department to apply for a Mdewakanton Life Program grant to buy 2 AED's (Automated External Defibrillators) from the Shakopee Mdewakanton Sioux Community.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	1479_001.pdf				

Date	Ver.	Action By	Action	Result
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Title

Authorize the Police Department to apply for a Mdewakanton Life Program grant to buy 2 AED's (Automated External Defibrillators) from the Shakopee Mdewakanton Sioux Community.

Body

Background Information:

The Police Department would like to apply for a grant offered by the Shakopee Mdewakanton Sioux Community. The Shakopee Mdewakanton Sioux Community has a program called Mdewakanton Life Program where they donate money to different organizations around the state to purchase AED's (Automated External Defibrillators).

We currently have 8 AED's in use, we would be requesting a donation that would add two more AED's to our department. The eight we currently have were donated to us through Operation Jarrett, which no longer has monies available for AED's. In the time that we have had our current AED's, they have been used several times and are a great asset to our department on medical calls since we are generally the first ones on scene at medical call in our city.

Staff Recommendation:

I would recommend to the Mayor and City Council that we apply for this grant so we would be able to have more AED's in our squad cars that patrol our city.

Requested City Council Action

Please consider authorizing the Police Department to apply for a Mdewakanton Life Program grant offered by the Shakopee Mdewakanton Sioux Community.

Mdewakanton Life Program

Each year the Shakopee Mdewakanton Sioux Community donates Automated External Defibrillators to charitable organizations, schools, and governments through its Mdewakanton LIFE Program.

Lives Being Saved

At least sixteen lives have been saved by law enforcement officers and emergency medical personnel using defibrillators donated by the Shakopee Mdewakanton Sioux Community's Mdewakanton LIFE Program. Numerous other lives have been saved by Mdewakanton Emergency Services and trained SMSC First Responders using AEDs on the reservation over the past ten years.

In fiscal year 2011, sixty-one AEDs valued at \$78,824 were donated to 38 organizations. A total of 733 AEDs have been donated since the program began in 2004.

"We saw the program working on the reservation and wanted to extend it to help others," said SMSC Chairman Stanley R. Crooks. "We're proud that 16 lives have been saved because of AEDs that we donated."

SAFE Event Program

The SMSC operates a SAFE Event Program through which AEDs are available for loan to organizations where large numbers of people are in attendance. In fiscal year 2011, fifteen AEDs were loaned to the Minneapolis Half Marathon and ten AEDs to the Minnesota State Fair. An additional 19 AEDs were loaned out through this program.



5 AEDs to:

Benedictine Health Services

Red Lake Schools

Savage Police Department

3 AEDs to:

Crystal Police Department

Jordan Fire Department

2 AEDs to:

Carlton School District
Cheyenne River Sioux Tribe
Friendship Church
of Prior Lake and Shakopee
Grand Portage Health Services/EMS

Haskell Indian Nations University
Lakeville Fire Department
Mahnomen County Sheriff
Minneapolis American Indian Center

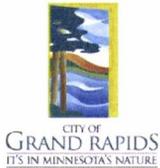
Minnesota State Fair
New Prague Police Department
Seven Clans Casino, Red Lake Nation
Gaming Enterprise
White Earth Tribal Police

1 AED to:

American Legion Post 45
Carver County Library
Cass Lake Volunteer Rural Fire
Association
Churches United in Ministry
City Employees Organization Fargo
First Nations Recovery Center
Fridley Fire Department
Good Thunder Police Department
Hennepin County Sheriff's Office
(SWAT)
Inter Tribal Elder Services
Jackson Elementary School, Shakopee

Kasota Fire Department
Lakefront Plaza Condominiums
Le Sueur Fire Department
Lutsen Ski Patrol
Marble Fire Department
Merlakarta Reservation
Mille Laes Emergency Services
Minnesota Chippewa Tribe
New Richland Fire Department
Ortonville Police Department
Overcomer's Ministry/First Nations
Recovery Center
Pathways Outdoor Ministry

Porcupine School
Prior Lake High School
Scott Carver CAP Agency
Scott County Community
Development Agency
Scott County Minnesota River Valley
Education Cooperative
St Croix Tribal Headstart
St Johns Lutheran Church (Shakopee)
Stillwater Fire Department
Wells Community Ambulance Service
Wolf Ridge Environmental Learning
Center
Zimmerman/Livonia Fire District



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0354 **Version:** 1 **Name:** Consider approving a lease agreement with Salmela Photography for space in Central School.

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

File created: 6/5/2013 **In control:** City Council

On agenda: 6/10/2013 **Final action:**

Title: Consider approving a lease agreement with Salmela Photography for space in Central School.

Sponsors:

Indexes:

Code sections:

Attachments: [Salmela Photography Draft Lease v2.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approving a lease agreement with Salmela Photography for space in Central School.

Body

Background Information:

Staff has negotiated the attached lease terms with Janna Salmela, dba Salmela Photography, a professional photography studio. Salmela Photography will be occupying a space on the second floor in the South Middle room (Suite 202) consisting of a total of 362 sq. ft.

The lease follows our recently developed revised format. The lease is for a term of one year and rental rates do not include property taxes, which are the individual responsibility of the tenant. The lease rate for the space is \$11.65/sf.

While this lease rate will not recover our full cost of operation, the shortened term will allow us to renegotiate rates as economic conditions improve and as businesses have established themselves. Additionally, this lease rate will also further our objective of returning to a consistent rate structure within the various building levels.

Requested City Council Action

Consider approving a lease agreement with Salmela Photography for space in Central School.

LEASE AGREEMENT

This Lease Agreement, by and between the City of Grand Rapids, Minnesota hereinafter referred to as "Lessor" and Janna Salmela Photography, a sole proprietorship hereinafter referred to as "Lessee", entered into this day of **June 10, 2013**.

ARTICLE 1 - LEASED PREMISES

1.1 In consideration of and subject to the mutual covenants, condition and obligations of this Lease Agreement to be kept and performed, the Lessor does hereby lease and demise to Lessee the premises identified in Exhibit "A" attached hereto, comprising approximately 362 square feet together with the right to use in common with other lessees of the Central School their invitees, customer and employees, the elevators, stairways, halls, toilets and sanitary facilities, and all other general common facilities contained in the Central School, as well as the sidewalks, delivery areas, and appurtenances thereto, to be used by Lessee for the purposes generally described in Exhibit "B" attached hereto, in the Central School, Grand Rapids, Minnesota.

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

ARTICLE 2 - TERM

2.1 The Term of this Lease Agreement shall commence on **January 1, 2013** and shall continue through **December 31, 2013** unless earlier terminated in accordance with the provisions of this Lease Agreement.

ARTICLE 3 -RENT

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

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

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

3.2 Calendar year **2013** base rent shall be in the amount of **\$11.65** per square foot annually, payable in equal monthly installments beginning on the **1ST** day of **July, 2013** and continuing on the first day of each month thereafter through **December 31, 2013**. Additionally, tenant is solely responsible for paying any, and all, property taxes associated with the rental space.

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

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

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

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

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

ARTICLE 4 - IMPROVEMENTS

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

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

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

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

ARTICLE 5 - MAINTENANCE, REPAIRS

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

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

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

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

ARTICLE 6 - UTILITIES

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

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

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

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

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

ARTICLE 7 - BUILDING USE, REGULATIONS, SECURITY

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

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

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

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

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

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

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

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

ARTICLE 8 - COMMON AREAS, EXTERNAL GROUNDS

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

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

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

advance by Lessor and, if provided by Lessor, the expense thereof shall be included within "operating costs".

ARTICLE 9 - INSURANCE

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

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

ARTICLE 10 - LESSOR ACCESS

10.1 Lessor, its agents and employees shall have the right to enter the leased premises upon reasonable advance notice for the purpose of inspection, cleaning, repairing, altering or improving the premises, or to exhibit the premises to prospective tenants. Lessor's reserved rights hereunder shall include, without limitation, free, unhampered and unobstructed access to the airways, equipment ducts, stairways, access panels and all utilities and services to the Central School. There shall be no diminution of rent and no liability on the part of Lessor by reason of any inconvenience, annoyance or injury to business caused by Lessor's reasonable exercise of rights reserved by Lessor in this Article.

ARTICLE 11 - FIRE OR OTHER CASUALTY: CONDEMNATION

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

11.2 Lessee shall be entitled in any full or partial taking by eminent domain to take that portion of the net award representing payment for Lessee's leasehold interest, trade fixtures, moving expenses or business interruption. All amounts paid pursuant to an agreement with a condemning authority in connection with any taking shall be deemed to constitute an award on account of such taking. Lessee agrees that this Lease shall control rights of Lessor and Lessee in any such award, and any contrary provision of any present or future law is hereby waived. If any

taking shall result in Lessee being deprived of space in excess of 5 percent of the space then leased to Lessee, Lessee shall have the right on thirty (30) days advance written notice, to terminate the obligations hereunder effective as of such taking. If Lessee continues occupancy following a partial taking, rent will be adjusted of a pro-rata basis for the remainder of the lease term.

ARTICLE 12 - QUIET POSSESSION

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

ARTICLE 13 - NOTICE

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

To Lessee:

Janna Salmela
Janna Salmela Photography
10 NW 5th St., Suite 202
Grand Rapids, MN 55744

To: Lessor

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

ARTICLE 14 - ASSIGNMENT, SUBLETTING

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

ARTICLE 15 - NO PARTNERSHIP

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

ARTICLE 16 - DEFAULT BY LESSEE

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

Alternatively, Lessor may at its election and upon written notice to Lessee declare this Lease Agreement forfeited and void under the condition set forth above, and Lessor may re-enter and take full and absolute possession of said premises as the owner thereof, free from any right or claim of Lessee or any person or persons claiming through or under Lessee, and such election and re-entry shall be and constitute an absolute bar to any right to enter by Lessee. The commencement by Lessor of any action to recover possession of the leased premises or any part

thereof shall not be deemed an election by Lessor to treat this Lease Agreement as void and terminated, without the written notice above specified.

In the event of termination or re-entry by Lessor for default by Lessee, Lessor shall make every reasonable effort to re-rent, lease or sublet the premises. Lessor, at its option, may make such alterations, repairs, replacements and/or decorations to the leased premises as Lessor, in its sole judgment, considers advisable and necessary for the purpose of reletting the premises; and the making of such alterations, repairs, replacements and/or decorations shall not operate to be construed to release Lessee for liability hereunder as aforesaid.

ARTICLE 17 - DEFAULT BY LESSOR, LESSEE

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

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

ARTICLE 18 - WAIVER, MODIFICATION, ENTIRE AGREEMENT

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

18.2 No amendment or modification of this Lease Agreement shall be valid or binding unless expressed in writing and executed by duly authorized representatives of the parties hereto in the same manner as the execution of this Lease Agreement. The City Council shall consider

the recommendation of the Central School Commission in determining whether to approve any amendment or modification of this Lease Agreement.

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

ARTICLE 19 - WINDOW TREATMENT

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

ARTICLE 20 - PARKING

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

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

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

LESSOR:

LESSEE:

Salmela Photography

Mayor

BY: _____

City Clerk

BY: _____

Its _____

Date: _____

Date: _____

Exhibit A – Location in the Building

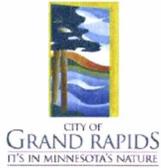
Salmela Photography is located on the Second Floor in the South Middle Room (Suite 202) consisting of a total of 362 sq. ft.

Exhibit B – Use of Space

Salmela Photography is a professional photography studio.

Exhibit C – Improvements

None



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0356 **Version:** 1 **Name:** CP 2010-2; CP 2012-4A ; & CP 2013-3 Order Advertisement
Type: Agenda Item **Status:** Consent Agenda
File created: 6/5/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Resolution Approving Plans and Specifications and Ordering Advertisement For Bids for CP 2010-2 / City Wide Overlays - Urban; CP 2012-4A / Remer Deschepper Overlays - Rural; and CP 2013-3 / 1st Avenue NE - Friesen Addition
Sponsors:
Indexes:
Code sections:
Attachments: [6-10-13 RESOL CP 2010-2 & 2012-4A & 2013-3 Ordering Advertisement](#)

Date	Ver.	Action By	Action	Result
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Title

Resolution Approving Plans and Specifications and Ordering Advertisement For Bids for CP 2010-2 / City Wide Overlays - Urban; CP 2012-4A / Remer Deschepper Overlays - Rural; and CP 2013-3 / 1st Avenue NE - Friesen Addition

Body

Background Information:

Plans and specifications are complete and ready to advertise for CP 2010-2 / City Wide Overlays - Urban; CP 2012-4A / Remer Deschepper Overlays - Rural; and CP 2013-3, 1st Avenue NE - Friesen Addition. The attached resolution approves the plans and specifications and orders the advertisement for bids.

Staff Recommendation:

City Staff is recommending a resolution approving plans and specifications and ordering advertisement for bids for CP 2010-2 / City Wide Overlays - Urban; CP 2012-4A / Remer Deschepper Overlays - Rural; and CP 2013-3 / 1st Avenue NE - Friesen Addition.

Requested City Council Action

Consider a resolution approving plans and specifications and ordering the advertisement for bids related to CP 2010-2 / City Wide Overlays - Urban; CP 2012-4A / Remer Deschepper Overlays - Rural; and CP 2013-3 / 1st Avenue NE - Friesen Addition.

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

RESOLUTION NO. 13-__

**A RESOLUTION TO APPROVE PLANS AND SPECIFICATIONS AND
ORDER ADVERTISEMENT FOR BIDS FOR
City Wide Overlays - Urban
Project 2010-2
And
Remer-Deschepper Overlays - Rural
Project 2012-4A
And
1st Avenue NE - Friesen Addition
Project 2013-3**

WHEREAS, Resolution __-13, ordered in the project and directed the preparations of plans and specifications for Remer-Deschepper and City Wide Overlay projects and Resolution __-13, ordered in the project and directed the preparations of plans and specifications for the 1st Avenue NE - Friesen Addition Project, and

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

1. The plans and specifications for this project, copies of which were presented to the City Council and on file in the City Engineer's office, are hereby approved.
2. The City Clerk shall prepare and cause to be inserted in the official paper an advertisement for bids upon the making of such improvement under such approved plans and specifications. The advertisement shall be published for 21 days, shall specify the work to be done, shall state that bids will be received by the Clerk until 11:00 a.m., on Tuesday, July 2, 2013, at which time they will be publicly opened in the Council Chambers of the City Hall by the City Clerk and Engineer, will then be tabulated, and will be considered by the Council at the regular meeting of the Council at 5:00 p.m., Monday, July 8, 2013, in the Council Chambers. Any bidder whose responsibility is questioned during consideration of the bids will be given an opportunity to address the Council on the issue of responsibility. No bids will be considered unless sealed and filed with the Clerk and accompanied by a cash deposit, cashier's check, bid bond, or certified check payable to the Clerk for 5 percent (5%) of the amount of such bid.

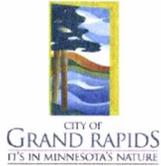
Adopted by the Council this 10th day of June, 2013.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0357 **Version:** 1 **Name:** Consider accepting application for permit for an amusement from Carson Barnes Circus for event to be held at the Fairgrounds on June 23, 2013.

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

File created: 6/6/2013 **In control:** City Council

On agenda: 6/10/2013 **Final action:**

Title: Consider accepting Application for Special Permit for an Amusement from Carson & Barnes Circus for event to be held at the Itasca County Fairgrounds on Sunday, June 23, 2013.

Sponsors:

Indexes:

Code sections:

Attachments: [Carson & Barnes Circus](#)

Date	Ver.	Action By	Action	Result
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Title

Consider accepting *Application for Special Permit for an Amusement* from Carson & Barnes Circus for event to be held at the Itasca County Fairgrounds on Sunday, June 23, 2013.

Body

Background Information:

The Carson & Barnes Circus will be at the Itasca County Fairgrounds on Sunday, June 23, 2013. The *Application for Special Permit for an Amusement* is attached for your review. The \$75.00 fee will be collected by staff along with the insurance certificate.

Staff Recommendation:

City staff is recommending the approval of a *Special Permit for an Amusement* to Carson & Barnes Circus for event to be held Sunday, June 23, 2013 at the Itasca County Fairgrounds.

Requested City Council Action

Approve authorizing a *Special Permit for an Amusement* to Carson & Barnes Circus for event to be held Sunday, June 23, 2013 at the Itasca County Fairgrounds.

APPLICATION FOR SPECIAL PERMIT
FOR AN AMUSEMENT

DATE OF APPLICATION 6/5/2013
NAME OF LICENSEE CARSON & BARNES CIRCUS
ADDRESS PO Box J, Hugo OK 74743
PHONE NUMBER 580-326-2233
CONTACT PERSON office - Dallas Cody Circus day - Kristin Parra
LOCATION OF EVENT 1336 Fairgrounds Rd - 55744
DATE(s) OF EVENT 6/23/2013
SPONSORING ORGANIZATION _____
ADDITIONAL INFORMATION:

I hereby apply for a special permit to hold a Circus as allowed by Ordinance Chapter 14.2 AMUSEMENTS. I declare that I have read and understand the requirements of Section 14.2.

CARSON & BARNES CIRCUS
Name of Licensee

[Signature]
Signature of Authorize Office

FOR OFFICE USE ONLY

Approved by the City Council on _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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

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

PRODUCER Allied Specialty Insurance, Inc. 85 N.E. Loop 410, Suite 600 San Antonio, TX 78216 210-341-1321 800-235-8774	CONTACT NAME:	
	PHONE [A/C, No., Ext]:	FAX [A/C, No]:
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : T.H.E. Insurance Company	12866
INSURED Carson & Barnes Circus Company, Inc.; Miller Equipment Company, Inc. PO Box J Hugo, OK 74743	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC.			CPP0101763-02	07/18/2012	07/18/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			CPP0101763-02	07/18/2012	07/18/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			ELP0010427-02	07/18/2012	07/18/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E L EACH ACCIDENT \$ E L DISEASE - EA EMPLOYEE \$ E L DISEASE - POLICY LIMIT \$

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

Additional insured as respects to the operations of the Named Insured only:

Itasca County Fair, Itasca County Agricultural Association, Its Board of Directors, Its Employees and Itasca County, Its Board of Commissioners are named insured.

Date: June 23, 2013

Location: Itasca County Fairgrounds 1336 Fairgrounds Rd Grand Rapids, MN 55744

CERTIFICATE HOLDER Itasca County Fair 1336 Fairgrounds Rd Grand Rapids, MN 55744	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0360 **Version:** 2 **Name:** Showboat Lease
Type: Agenda Item **Status:** Consent Agenda
File created: 6/6/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Showboat Lease Agreement

Sponsors:

Indexes:

Code sections:

Attachments: [Showboat lease - 2013](#)
[Showboat Lease-Map](#)

Date	Ver.	Action By	Action	Result
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Title

Showboat Lease Agreement

Body

Background Information:

The attached lease agreement allows Showboat, Inc. to utilize City owned facilities for their performances. This is a month-to-month lease allowing either party to terminate with 90 days written notice.

Staff Recommendation:

Enter into a Lease Agreement with Showboat, Inc.

Requested City Council Action

Consider entering into a Lease Agreement with Showboat, Inc.

LEASE AGREEMENT

THIS LEASE AGREEMENT (the "Agreement") is made and executed on _____, 2013, between the CITY OF GRAND RAPIDS, a Minnesota municipal corporation, (the "Lessor"), and SHOWBOAT, INC., (the "Lessee").

WHEREAS, Lessee owns and operates a riverboat from which it performs a yearly variety show, showcasing local talent in the form of singing, dancing and theater performances; and

WHEREAS, Lessor owns property which it intends to lease to Lessee for the purpose of allowing Lessee to conduct the affairs of the Lessor described below. ("Permitted Purpose");

NOW, THEREFORE, for and in consideration of the terms and conditions herein the parties hereto do hereby agree as follows:

1. **PROPERTY:** Lessor hereby leases to Lessee the following real property, building and site amenities/furnishings (the "Premises") located in the City of Grand Rapids, County of Itasca, as depicted in the attached Exhibit A:

2. **TERM:** This Lease shall be a month to month tenancy. Either party may terminate this lease by providing the other party 90 (ninety) days written notice.

3. **PERMITTED PURPOSE:** The Premises may be used by the Lessee for the purpose of conducting Showboat Inc. organizational meetings, rehearsals and performances and storage within the building depicted in Exhibit A.

4. **RENT:** Lessee agrees to pay \$1.00 per year as rent for the Premises, with said payment due to the Lessor on or before the first day of January.

5. **INSURANCE:** Lessee shall maintain a policy of insurance at its own cost and expense insuring Lessor and Lessee from all claims, demands or actions for injury or death of any person in the same amount as the maximum liability to which the Lessor is exposed pursuant to Minnesota Statutes Section 466.04 and subsequent amendments thereto.

The policy or duly executed certificate shall provide that the insurance cannot be canceled unless at least thirty (30) days advance written notice is given to the Lessor.

6. **USE OF LEASED PROPERTY:** It is anticipated Lessee will be using the Premises for approximately 6 months of each year. During this time Lessee will use the Premises only for the Permitted Purpose and for no other use without Lessor's prior written consent. Lessee shall not, and Lessee shall ensure that its employees, agents, representatives, assigns, invitees, guests and concessionaires do not, use, store or dispose of hazardous substances on the Premises. Lessee

shall indemnify Lessor from and against any liability arising out of the use, storage or disposal of hazardous substances on the Premises during the term of the Lease.

7. IMPROVEMENTS, REPAIRS AND MAINTENANCE: Lessee shall maintain the Premises in the same condition and shall keep the Premises in a safe and sanitary condition during its Permitted Use. Lessee agrees to repair any damage to the Premises because of the use of the Premises. Lessee is responsible for restoring the Premises to its previous condition after its Permitted Use or upon termination or expiration of this Lease.

Lessee may only alter the subject area with Lessor's prior written consent. Lessee agrees that Lessee is responsible for any costs associated with any such improvements, and will not receive compensation from the Lessor for those costs upon the termination or expiration of this Lease. Lessee agrees to remove any such improvements upon termination or expiration of this Lease if requested by Lessor.

Lessee agrees to collaborate with the City Police Department to ensure that loitering or other public nuisances are prevented, to the extent possible.

8. INDEMNITY: Lessee agrees to indemnify and save Lessor harmless against any and all claims, damages, costs and expenses, including reasonable attorney's fees for the defense thereof, arising out of the use of the Premises by Lessee or its employees, agents, representatives, assigns, invitees, guests, and concessionaires, arising from the conduct of or management of the Permitted Use or from any breach or default on the part of Lessee, its agents, contractors, servants, employees, and concessionaires in or about the Premises.

In such case of any action or proceeding brought against Lessor by reason of such claim, upon notice from Lessor, Lessee covenants to defend such action and satisfy any final judgment or award resulting therefrom.

9. ASSIGNMENT AND SUBLETTING: Lessee may not assign or sublet said Premises without the prior written approval of the Lessor. The parties agree, however, that such assignment does not release the Lessee from any obligation under this Lease.

10. TERMINATION: Either party may cancel this Lease upon 90 days' written notice to the other party at:

Lessor: City of Grand Rapids
420 No. Pokegama Ave.
Grand Rapids, MN 55744

Lessee: SHOWBOAT, INC.

11. SURRENDER OF POSSESSION: At the expiration or termination of this Lease, Lessee shall surrender possession of the Premises in the same condition it was in as of the commencement date.

12. ENTIRE AGREEMENT: Lessee and Lessor agree that this Lease as written represents the entire agreement between the parties and that there are no other agreements, written or oral, between the parties hereby pertaining to the Premises.

This Lease may not be amended or supplemented orally but only by an agreement in writing which has been signed by the parties.

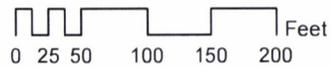
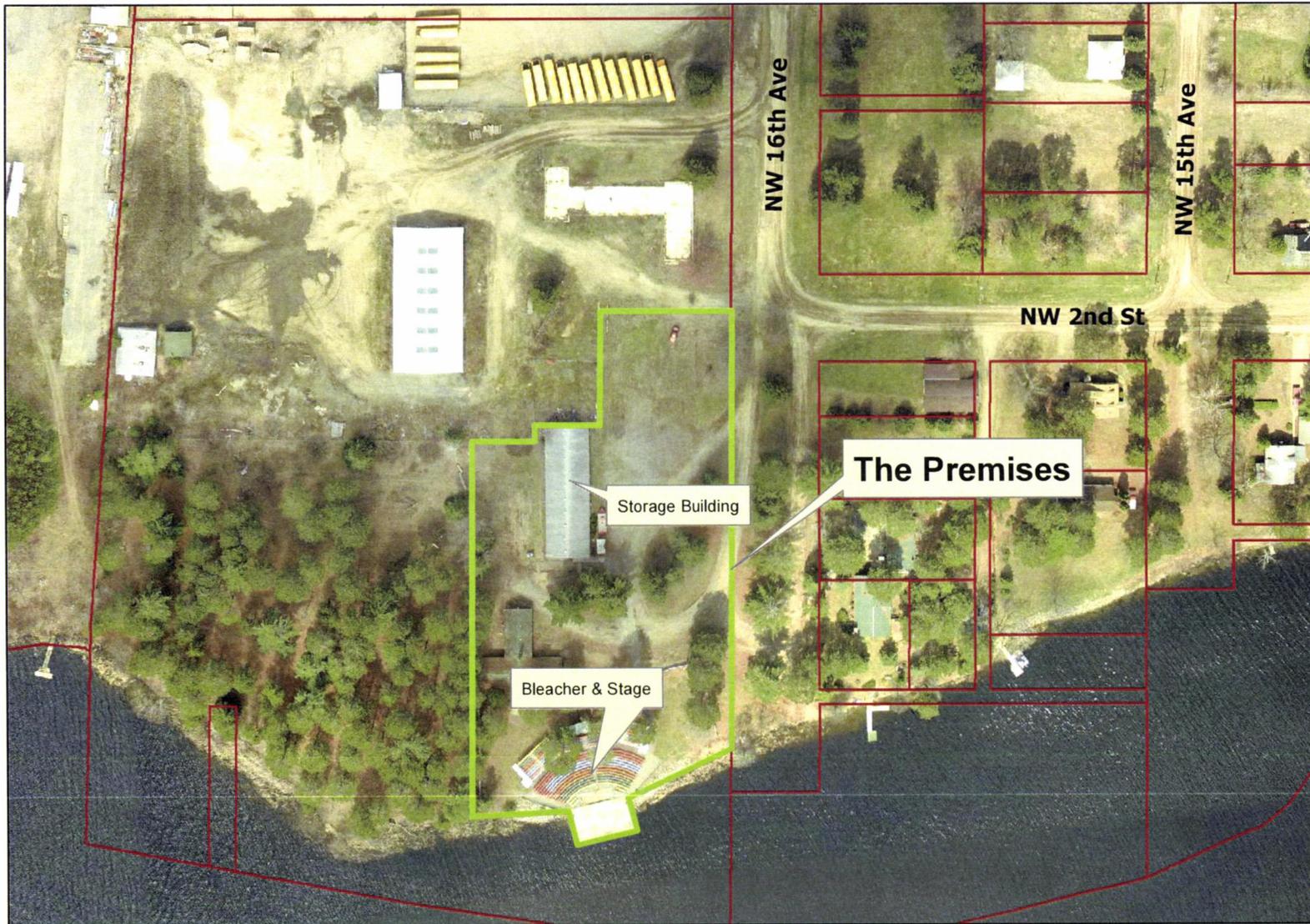
IN WITNESS WHEREOF, Lessor and Lessee have signed and sealed this as of the date and year first above written.

LESSOR:
City of Grand Rapids

LESSEE:
Showboat, Inc.

By: _____
Its: _____
Date: _____

Exhibit A Showboat Lease





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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0362 **Version:** 1 **Name:** Stauber Contract
Type: Agenda Item **Status:** Consent Agenda
File created: 6/6/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Enter into a contract with Stauber's Goalcrease

Sponsors:

Indexes:

Code sections:

Attachments: [Stauber Contract 2013](#)

Date	Ver.	Action By	Action	Result
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Title

Enter into a contract with Stauber's Goalcrease

Body

Background Information:

Since 2006 we have been offering a goalie camp featuring Stauber's Goalcrease. Robb Stauber and his staff run a quality camp attracting goaltenders from across the state. We will provide lodging to Robb and his staff during the four days of the camp. The lodging expense is covered in the camp's budget.

Staff Recommendation:

Enter into a contract with Stauber's Goalcrease to provide coaching services during the Intense Northern Goalie Camp and provide lodging for the staff.

Requested City Council Action

Consider entering into a contract with Stauber's Goalcrease to provide coaching services during the Intense Northern Goalie Camp and provide lodging for the staff.

CONTRACT FOR PROFESSIONAL SERVICES

THIS CONTRACT is made and entered into as of the ____ day of _____, 2013, by and between the **City of Grand Rapids**, a Minnesota municipal corporation, hereinafter referred to as "City", and **Robb Stauber, DBA Goalcrease**, hereinafter referred to as "Consultant".

1. **Contracted Services.** Services to be performed by Consultant, as well as the rate of compensation, time of performance and special conditions for such services are set forth in Exhibit "A".
2. **Condition of Payment.** All services provided by Consultant pursuant to this Contract shall be performed to the satisfaction of City, and in accordance with all applicable federal, state and local laws, ordinances, rules and regulations.
3. **Termination of the Contract.** Neither party may cancel this Contract except for cause. Whether appropriate cause exists for termination shall be determined by arbitration as set forth in Section 6 of this Agreement.
4. **Independent Contractor.** It is agreed that Consultant is an independent contractor and shall not be considered an employee, agent, or representative of City. No portion of the work under the Contract shall be sublet, sold, transferred, assigned, or otherwise disposed of except with the prior written consent of City.
5. **Insurance.** The goalie camp for which the services of Consultant are retained is separately insured by the City, and Consultant is not required to obtain separate insurance.
6. **Arbitration.** Any differences, claims, or matters in dispute arising between or among the parties out of or in connection with this Agreement shall be determined under Minnesota law and shall be submitted to arbitration by a single Arbitrator mutually selected by the parties. If an Arbitrator cannot be agreed upon, the dispute shall be submitted by the parties to arbitration by Cooperative Solutions, Inc. or its successor. The determination of the Arbitrator shall be final and absolute. The Arbitrator shall be governed by the subject matter of this Agreement and the pertinent provisions of the laws of the State of Minnesota relating to arbitration. The decision of the Arbitrator may entered as a judgment in any court of the State of Minnesota or elsewhere. Except as otherwise determined by the Arbitrator for the convenience of the Arbitrator, all arbitration proceedings shall be held in Itasca County, Minnesota.

7. **Entire Contract.** It is understood and agreed that the entire Contract of the parties is contained herein and that this Contract supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous contracts presently in effect between City and Consultant relating to the subject matter hereof.
8. **City Contact.** City's designated contact with regard to this Contract is Dale Anderson, City Park and Recreation Director.

City and Consultant have executed this agreement by the authorized signatures below.

DATE: _____, 2013

CITY OF GRAND RAPIDS, MINNESOTA

BY: _____
Dale Adams, Its Mayor

ATTEST: _____
, Its City Clerk

DATE: _____, 2013

CONSULTANT:

Robb Stauber

Approved as to form

Chad Sterle
City Attorney

BY _____

Date: _____, 2013

Exhibit "A"

SERVICES TO BE PERFORMED: All coaching and organizational services relating to the Intense Northern Goalie Camp, 2013 (including on-ice instruction).

RATE OF COMPENSATION: Up to \$5,500.00 for full performance of services. City shall provide lodging for Goalcrease staff during dates of the camp.

TIME OF PERFORMANCE: August 3 through August 6, 2013 together with preparatory services to be performed at such time and in such manner as deemed appropriate by Consultant.

SPECIAL CONDITIONS: City shall have the right to the use of Consultant's name in promotion of the Grand Rapids Goalie Camp 2013.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0364 **Version:** 2 **Name:** Park and Rec Employees
Type: Agenda Item **Status:** Consent Agenda
File created: 6/6/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Consider hiring temporary employees for Park & Recreation.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Consider hiring temporary employees for Park & Recreation.

Body

Background Information:

The following individuals will be hired with the Grand Rapids Park and Recreation Department and are part of the Recreation Department Budget.

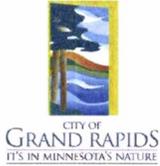
Jordan McLaughlin	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Annika Peterson	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Madeline Keute	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Sara Westerberg	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour
Chantal Holum	Various Part Time Positions	Hourly Range: \$7.25 to \$10.00 per hour

Staff Recommendation:

Approve the hiring of the part time employees listed above with the Grand Rapids Park and Recreation Department.

Requested City Council Action

Consider approving the hiring of the part time employees listed above with the Grand Rapids Park and Recreation Department



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0366 **Version:** 1 **Name:** A grant agreement with the Itasca County YMCA and Reif Center
Type: Agenda Item **Status:** Consent Agenda
File created: 6/6/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: A grant agreement with the Itasca County YMCA and Reif Center
Sponsors:
Indexes:
Code sections:
Attachments: [6-10-13 YMCA-Rief taconite tax agreements.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

A grant agreement with the Itasca County YMCA and Reif Center

Body

Background Information:

Pursuant to Minnesota Conference Committee Bill 1.2A, specifically Article 11 at 235.2 entitled “*Mineral Tax*,” the City of Grand Rapids expects to receive 2.4 cents per ton, through a production tax, for the purpose of eco-friendly heat transfer systems and the replacement of an aging affluent line as well as for parking lot re-pavement in the City of Grand Rapids. These funds were directed through the City for use at the Itasca County YMCA and the Reif Center. The attached agreements with both entities establish how each entity will receive the funds and what documentation is required.

Staff Recommendation:

City staff is recommending grant agreements with the Itasca County YMCA and Reif Center.

Requested City Council Action

Consider approving grant agreements with the Itasca County YMCA and Reif Center.

AGREEMENT

This agreement, dated this ____ day of _____, 2013, is hereby between the City of Grand Rapids and the Reif Center.

Pursuant to Minnesota Conference Committee Bill 1 2A, specifically Article 11 at 235.2 entitled "Mineral Tax," the City of Grand Rapids expects to receive 2.4 cents per ton, through a production tax, for the purpose of eco-friendly heat transfer systems and the replacement of an aging affluent line as well as for parking lot re-pavement in the City of Grand Rapids.

The City of Grand Rapids, pursuant to the legislation hereby cited, will provide the Reif Center thirty-percent (30%) of the mineral fund proceeds, currently estimated to be \$250,000.

The Reif Center will invoice the City of Grand Rapids to receive these grant funds after expenditures have occurred. The Reif Center will provide documentation in the form of architectural/engineering and/or invoices and a set of drawings for such expansion. The City of Grand Rapids will promptly reimburse the Reif Center after it is satisfied such costs have occurred.

Moreover, if the City of Grand Rapids is ever audited by the State of Minnesota and it is deemed that these funds were utilized inappropriately and they must be returned, the Reif Center will promptly reimburse the City within 60 days of request.

CITY OF GRAND RAPIDS

REIF CENTER

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

City Clerk

AGREEMENT

This agreement, dated this ____ day of _____, 2013, is hereby between the City of Grand Rapids and the Itasca County YMCA.

Pursuant to Minnesota Conference Committee Bill 1.2A, specifically Article 11 at 235.2 entitled "Mineral Tax," the City of Grand Rapids expects to receive 2.4 cents per ton, through a production tax, for the purpose of eco-friendly heat transfer systems and the replacement of an aging affluent line as well as for parking lot re-pavement in the City of Grand Rapids.

The City of Grand Rapids, pursuant to the legislation hereby cited, will provide the Itasca County YMCA seventy percent (70%) of the mineral fund proceeds, currently estimated to be \$630,000.

The YMCA will invoice the City of Grand Rapids to receive these grant funds after expenditures have occurred. The YMCA will provide documentation in the form of invoices of either engineering, architectural, or construction-related improvements along with drawings. The City of Grand Rapids will promptly reimburse the YMCA upon receipt of the invoices.

Moreover, if the City of Grand Rapids is ever audited by the State of Minnesota and it is deemed that these funds were utilized inappropriately and they must be returned, the Itasca County YMCA will promptly reimburse the City within 60 days of request.

CITY OF GRAND RAPIDS

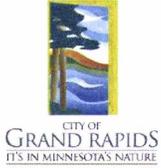
ITASCA COUNTY YMCA

By: _____
Its: _____

By: _____
Its: _____

ATTEST:

City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0361 **Version:** 1 **Name:** Information Technology Department Head Report
Type: Agenda Item **Status:** Department Head Report
File created: 6/6/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Information Technology Department Head Report

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Information Technology Department Head Report



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0351 **Version:** 1 **Name:** 2013 Hangar Apron Reconstruction
Type: Agenda Item **Status:** Engineering
File created: 5/31/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: A resolution awarding a bid to Hammerlund Construction for the 2013 Hangar Apron Reconstruction Project
Sponsors:
Indexes:
Code sections:
Attachments: [6-10-13 Attachment GPZ HangarApron Recommendation](#)
[6-10-13 Resolution 2013 Hangar Apron Reconstruction Award Contract](#)
[6-10-13 2013 Hangar Apron Reconstruction Map](#)

Date	Ver.	Action By	Action	Result
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Title

A resolution awarding a bid to Hammerlund Construction for the 2013 Hangar Apron Reconstruction Project

Body

Background Information:

Bids were received and opened on May 22, 2013 for the 2013 Hangar Apron Reconstruction Project. Two bids were received. Hammerlund Construction was the low bidder at \$290,750.00 and Casper Construction was the second bidder in the amount of \$372,000.00. TKDA, the airport engineer, is recommending an award to Hammerlund Construction. Their letter is attached. A resolution awarding the contract is also attached along with a map showing the improvement location.

Staff Recommendation:

City staff is recommending the award of a contract to Hammerlund Construction in their low bid amount of \$290,750.00.

Requested City Council Action

Consider adopting the resolution awarding the contract to Hammerlund Construction in their low bid amount of \$290,750.00.



444 Cedar Street, Suite 1500
Saint Paul, MN 55101
651.292.4400
tkda.com

May 29, 2013

Mr. Tom Pagel
City Administrator
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, Minnesota 55744

Re: Grand Rapids - Itasca County Airport
2013 Hangar Apron Reconstruction
Recommendation for Contract Award
TKDA Project No. 15203

Dear Mr. Pagel:

Bids on the above referenced project were received and opened at the Grand Rapids City Hall at 10:00 AM on May 22, 2013. Two bids were received as follows:

Hammerlund Construction, Inc.	\$290,750.00
Casper Construction, Inc.	\$372,000.00

The Engineer's Estimate for this construction was \$278,521.00.

We have reviewed the bids and found no improprieties in them. The individual bids vary by 27.9% from high to low and the low bid was 4.4% over the Engineer's Estimate. Copies of the Bid Tabulation are enclosed for your review.

We have previously worked with Hammerlund Construction, Inc. and have found their work to be satisfactory. They have previously completed projects at the airport, and are familiar with working in the airport environs.

We recommend award of the construction contract to Hammerlund Construction, Inc. of Grand Rapids, MN, the lowest responsible bidder, in the amount of \$290,750.00. The resolution for award should be subject to state and federal concurrence and availability of funding.

A Disadvantaged Business Enterprise (DBE) goal of 1.4% was established for this project. Hammerlund Construction has provided their information for DBE firms to be utilized on this project with a participation of 2.04%.

Please contact us at your convenience with any related questions or comments.

Sincerely,

A handwritten signature in black ink, appearing to read 'John N. Peterson'.

John N. Peterson
Project Manager

Enclosures

cc: Jake Martin - Mn/DOT Aeronautics, w/encl.
Dan Millenacker - FAA, w/encl.
Jeff Davies - Grand Rapids, w/encl.

BIDS OPENED: MAY 22, 2013
 TABULATION BY: MCG

TABULATION OF BIDS
GRAND RAPIDS-ITASCA COUNTY AIRPORT
2013 HANGAR APRON RECONSTRUCTION

FAA AIP NO. 3-27-0037-17-13
 STATE PROJECT NO. A3101-91
 TKDA PROJECT NO. 15203

ITEM NO.	DESCRIPTION	QUANTITY	ENGINEER'S ESTIMATE		HAMMERLUND CONSTRUCTION, INC.		CASPER CONSTRUCTION, INC.	
			UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION	UNIT PRICE	EXTENSION
40-1	MOBILIZATION	1 LS	20,000.00	20,000.00	25,664.70	25,664.70	32,942.41	32,942.41
2.24-1	TRAFFIC PROVISIONS	1 LS	5,000.00	5,000.00	2,500.00	2,500.00	7,225.00	7,225.00
2.25-1	HAUL ROUTES	1 LS	5,000.00	5,000.00	1,000.00	1,000.00	6,000.00	6,000.00
2.26-1	CONTRACTORS SITE	1 LS	5,000.00	5,000.00	500.00	500.00	3,000.00	3,000.00
43-1	REMOVE 6" BITUMINOUS PAVEMENT	13,624 SY	3.00	40,872.00	2.85	38,828.40	2.40	32,697.60
43-2	REMOVE CONCRETE VALLEY GUTTER	375 LF	6.00	2,250.00	3.00	1,125.00	6.00	2,250.00
51-1	COMMON EXCAVATION	1,060 CY	7.00	7,420.00	7.75	8,215.00	12.50	13,250.00
51-2	SUBGRADE EXCAVATION	2,037 CY	7.00	14,259.00	7.00	14,259.00	15.00	30,555.00
51-3	GRANULAR MATERIAL (CV)	2,037 CY	10.00	20,370.00	10.00	20,370.00	18.42	37,521.54
51-6	TOPSOIL BORROW (VM)	1,832 CY	6.00	9,792.00	11.00	17,952.00	22.00	35,904.00
51-7	WATER	48 MGAL	20.00	960.00	35.00	1,680.00	6.00	288.00
51-8	TOPSOIL PLACEMENT, 6" THICK	9,790 SY	1.00	9,790.00	0.80	7,832.00	1.10	10,789.00
66-1	6" PERFORATED PVC SUBDRAIN	450 LF	8.00	3,600.00	18.00	8,100.00	38.00	17,100.00
66-2	6" INSPECTION TEE CASTING	5 EA	400.00	2,000.00	325.00	1,625.00	410.00	2,050.00
72-1	8" AGGREGATE BASE	3,861 SY	5.00	19,305.00	5.90	22,779.90	5.70	22,007.70
75-1	FILTER FABRIC	4,000 SY	1.50	6,000.00	1.50	6,000.00	2.35	9,400.00
82-1	WEARING COURSE MIXTURE, TYPE SPWEB440F	1,104 TN	82.00	90,528.00	82.50	91,080.00	82.50	91,080.00
82-6	BITUMINOUS TACK COAT	386 GAL	2.50	965.00	4.00	1,544.00	4.00	1,544.00
92-1	CONCRETE VALLEY GUTTER, 3' WIDTH	377 LF	30.00	11,310.00	35.00	13,195.00	29.75	11,215.75
105-1	PAVEMENT MARKING	1 LS	1,000.00	1,000.00	2,000.00	2,000.00	1,500.00	1,500.00
105-2	PAVEMENT MARKING	50 SF	2.00	100.00	10.00	500.00	2.00	100.00
111-1	SEEDING, CLASS 1	2 AC	1,500.00	3,000.00	2,000.00	4,000.00	1,800.00	3,600.00
TOTAL				\$278,521.00		\$290,750.00		\$372,000.00

DENOTES ERROR ON THIS LINE ON EXECUTED BID PROPOSAL.

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

RESOLUTION NO. 13-__

**A RESOLUTION ACCEPTING BID FOR
2013 HANGAR APRON RECONSTRUCTION PROJECT**

WHEREAS, pursuant to an advertisement for the 2013 Hangar Apron Reconstruction project, which includes the construction of a clubhouse and associated appurtenances. Bids were received, opened, and tabulated according to law, and the following bids were received complying with the advertisement:

Bidder	Base Bid
Hammerlund Construction	\$290,750.00
Casper Construction	\$372,000.00

WHEREAS, the City Engineer is recommending the Base Bid be awarded to Hammerlund Construction;

WHEREAS, it appears that Contractor is a responsible bidder, and;

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

The Mayor and Administrator are hereby authorized and directed to enter into a contract with Hammerlund Construction in the name of the City of Grand Rapids for 2013 Hangar Apron Reconstruction project, for a total contract amount of \$290,750.00 and in accordance to the plans and specifications therefore approved by the City Council and on file in the Office of the City Clerk.

Adopted by the Council this 10th day of June, 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: _____; whereby the resolution was declared duly passed and adopted.



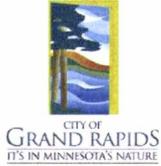
SE 7th Ave

Priority Area #1

Priority Area #2

Priority Area #3

GPZ Airport



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0319 **Version:** 1 **Name:** Completion of Introductory Period for Building/Fire Inspector, Nathan Morlan.
Type: Agenda Item **Status:** Administration Department
File created: 5/22/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Completion of Introductory Period for Building/Fire Inspector, Nathan Morlan.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Completion of Introductory Period for Building/Fire Inspector, Nathan Morlan.

Body

Background Information:

Nathan Morlan, Building/Fire Inspector, was hired on November 26, 2012. An *End of Introductory Period Employee Progress Review* was completed by Community Development Director Rob Mattei on May 2013. Through that evaluation, it was determined that Mr. Morlan either met or exceeded the requirements in all areas during this period and is doing an excellent job.

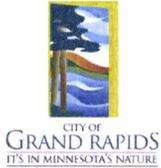
Pursuant to the City's Personnel Policy, *Upon successful completion of the introductory period of service, an employee is granted permanent status in that position.* Community Development Director Rob Mattei commented that *"Nate is a valued addition to the Community Development Department/City staff. He is very skilled in all aspects of the interpretation and enforcement of the State Building and Fire Codes. He came to us a a licensed Building Official, and since then has passed his certification as an International Code Council - Fire Inspector 1. He listens to the concerns of others, is always calm and respectful, and conducts himself with a great deal of integrity. He has established a great rapport with internal staff and has formed positive, professional relationships with our customers."*

Staff Recommendation:

Community Development Director Rob Mattei, in accordance with the policy, has recommended to the City Council that Nathan Morlan be granted permanent status. Based upon the evaluation of Mr. Morlan's performance, and in accordance with Section 4.9.7 of the Personnel Policy, it is further recommended he be granted a 3.5% salary increase effective May 26, 2013, the last day of the introductory period, bringing his adjusted annual salary to \$48,006.36.

Requested City Council Action

Consider granting permanent status to Nathan Morlan in his position as Building/Fire Inspector, and increase his salary by 3.5%, which would be effective May 26, 2013.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0367 **Version:** 1 **Name:** Consider adopting the job description for Cemetery/Airport Maintenance and authorize City staff to begin the process of filling the vacancy.
Type: Agenda Item **Status:** Administration Department
File created: 6/6/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Consider adopting the job description for Cemetery/Airport Maintenance and authorize City staff to begin the process of filling the vacancy.
Sponsors:
Indexes:
Code sections:
Attachments: [Cemetery Grounds-Burial Maintenance](#)

Date	Ver.	Action By	Action	Result
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Title

Consider adopting the job description for Cemetery/Airport Maintenance and authorize City staff to begin the process of filling the vacancy.

Body

Background Information:

With the reduction of Cemetery Staff since the 2010 Annexation date, along with the May 31st, 2013, retirement of Terry Madsen, full-time seasonal grounds maintenance employee at the Cemetery, Larry Hoopman will be the sole employee knowledgeable of the Cemetery operation. From a historical perspective prior to 2010 there were three full-time employees who had the working knowledge of the Cemetery and its business. Two of those were full-time permanent seasonal employees. The concept of a shared position with the Airport and Cemetery was developed as the realization that Public Works would be managing the Cemetery in 2010. The job description for the newly created Airport/Cemetery Director was written with Mark Hoyne then Matt Romanik acting in that capacity. They both participated in the maintenance as well as management of the Cemetery. The proposed new position will fill that void but organizationally will be under the direction of Larry Hoopman, Cemetery Grounds/Burial Services Sexton. Currently there is no succession plan, whether temporary or permanent. If a funeral home calls, Larry Hoopman is the only knowledgeable person to complete the process; he is not able to take a vacation and truly “get away”. He works with the funeral home and family to locate their plots or show the available plots for sale. If the family needs to buy a plot, Larry shows the available plots for sale, and then schedules burial arrangements around funeral services. It would require a minimum of one year of working at the Cemetery before someone could perform that function independently. It would not be a pleasant situation if Larry was to unexpectedly be unavailable. There needs to be stability and dependability for the long range viability of the cemetery. It is too much to expect from one person.

The Airport is in a similar staffing situation to the cemetery. Everett Baumgarner is the only certified full-time employee performing maintenance at the Airport which includes snowplowing, runway lighting and summer maintenance. He also oversees two college-aged employees who will be going back to school in August. Just like the cemetery, there is need for backup to ensure adequate service at the Airport. When it snows, Everett is the only authorized employee to be on the airport grounds plowing snow.

Budgeted Cemetery Funding: Terry Madsen, Permanent Full-Time Seasonal Cemetery employee who retired on May 31st, 2013 worked 1,565 hours in 2012. In 2013, these wages equates to \$27,169 plus 2012 unemployment benefits of \$4,047, for a total salary expense of \$31,216. Terry did not receive benefits. However, under the new National Health

Care Act, the City would be required to provide benefits to him in 2014. The starting salary for the full-time position is \$36,560. This equates to an additional \$5,344.

Airport Maintenance Funding: The Airport maintenance is funded by MnDot Aeronautics. We receive \$63,049 annually. In 2012, our maintenance expenditure was \$54,276 which was funded through our MnDot Maintenance Account. In 2012, \$8,700 was available for maintenance but we didn't have the personnel to perform the tasks. This revenue stream will offset the addition cost of transitioning the position from part-time to full-time.

Staff Recommendation:

City Administrator Tom Pagel, Public Works Director Jeff Davies, and Human Resources Director Lynn DeGrio recommend adopting the job description for Cemetery/Airport Maintenance and filling the vacant position.

Requested City Council Action

Consider adopting the job description for Cemetery/Airport Maintenance and authorize City staff to begin the process of filling the vacancy.

City of Grand Rapids Job Description

Job Title: Cemetery Grounds/Burial Maintenance

Department: Airport/Cemetery

FLSA Status: Non-exempt

Approved By:

Approved Date:

Summary: Performs work under the supervision of the Cemetery Grounds/Burial Maintenance Services Sexton on all required services related to cemetery business, providing burial services, operating equipment, and related work as apparent or assigned.

Essential Duties and Responsibilities include the following. The duties listed are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

- Coordinate disinterments, interments and re-interments. Be responsible for paperwork communications with funeral homes or families concerned.
- Plan, organize, and coordinate the cemetery burial services.
- Locate all grave sites for public sale and for interment.
- Work Memorial Day weekend.
- Plan work week around funerals.
- Schedule work week to minimize overtime.
- Raise and lower flags for the burial of Veterans.

Knowledge, Skills, Abilities and Competencies Required: The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions at a satisfactory level.

Education and/or Experience

High school diploma or GED and moderate experience working in construction maintenance, with heavy equipment, at a cemetery, or equivalent combination of education and experience.

Valid driver's license in the State of Minnesota.

- Considerable knowledge of the materials, methods, and techniques commonly used in cemeteries and maintenance activities.
- Considerable knowledge of the hazards and safety precautions of the work place.
- Some skill operating standard office equipment and related hardware and software.
- Ability to plan, organize, layout, and evaluate complete projects.
- Ability to understand and effectively carry out written and oral instructions.
- Ability to keep records and to prepare work and timely reports.

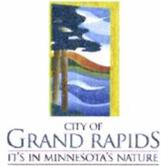
- Ability to generate and maintain applicable maps, records, reports and documents.
- Ability to operate standard lawn and snow maintenance equipment.
- Ability to make arithmetic computations using whole numbers, fractions and decimals.
- Ability to work with people in stressful or emotional environments.
- Must be capable of tolerating long and potentially stressful shifts of work which may include working in adverse weather conditions.
- Must have significant practical judgment in order to deal with unexpected.
- Must be able to communicate effectively with the public, understand oral and written directives, recognize hazardous materials, prepare reports, and supervise subordinates through both verbal and written directives.
- Must be able to operate equipment necessary for the operations and maintenance of the cemetery.

Physical Demands This work requires the regular exertion of up to 25 pounds of force, frequent exertion of up to 50 pounds of force and occasional exertion of over 100 pounds of force; work regularly requires speaking or hearing, frequently requires walking, sitting and using hands to finger, handle or feel and occasionally requires standing, climbing or balancing, stooping, kneeling, crouching or crawling, reaching with hands and arms, pushing or pulling, lifting and repetitive motions; work requires close vision, distance vision, ability to adjust focus, depth perception, color perception and peripheral vision; vocal communication is required for expressing or exchanging ideas by means of the spoken word and conveying detailed or important instructions to others accurately, loudly or quickly; hearing is required to perceive information at normal spoken word levels; work requires preparing and analyzing written or computer data, visual inspection involving small defects and/or small parts, using of measuring devices, assembly or fabrication of parts within arms length, operating machines, operating motor vehicles or equipment and observing general surroundings and activities; work regularly requires exposure to outdoor weather conditions, frequently requires working near moving mechanical parts and occasionally requires exposure to fumes or airborne particles, exposure to toxic or caustic chemicals, exposure to the risk of electrical shock and exposure to vibration; work is generally in a loud noise location (e.g. grounds maintenance, heavy traffic).

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0352 **Version:** 1 **Name:** Airport Advisory Board Council Appointment
Type: Agenda Item **Status:** Administration Department
File created: 6/4/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Appoint a council member to the Airport Advisory Board (AAB)
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title

Appoint a council member to the Airport Advisory Board (AAB)

Body

Background Information:

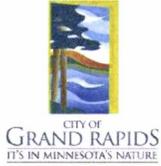
With the passing of Gary McInerney there is a vacancy on the AAB. The AAB meets four times a year and provides recommendations to the City Council and County Board on how the airport should be maintained.

Staff Recommendation:

City staff is recommending that the council appoint a member to the AAB.

Requested City Council Action

Consider appointing a council member to the AAB.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0355 **Version:** 1 **Name:** Public Hearing-Street Reconstruction Plan 3013-2017
Type: Public Hearing **Status:** Public Hearing
File created: 6/5/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Calling a Public Hearing for review and proposed adoption of the 2013-2017 Amended Street Reconstruction Plan and consider authorizing the issuance of General Obligation Street Reconstruction Bonds.
Sponsors:
Indexes:
Code sections:
Attachments: [2013-2017 Street Reconstruction Plan.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Calling a Public Hearing for review and proposed adoption of the 2013-2017 Amended Street Reconstruction Plan and consider authorizing the issuance of General Obligation Street Reconstruction Bonds.

Body

Background Information:

Under Minnesota Statutes, Section 475.58, the City is authorized to prepare a Street Reconstruction Plan for the City for the next five years, and to issue general obligation bonds to finance the cost of improvements described in the plan. The City would consider this option when the 20% special assessment requirement for General Obligation Special Assessment Bonds cannot be met.

General Obligation Street Reconstruction Bonds do count against the City's legal debt limit. The issuance of any related debt requires a public hearing and is subject to reverse referendum. The Public Hearing is being held on Monday, June 10, 2013. If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to five percent of the votes cast in the last municipal general election is filed with the City Clerk within 30 days after the public hearing, the City is required to hold a vote on the question at an election before the bonds can be issued.

A unanimous vote of the City Council is required to adopt the street reconstruction plan and for the adoption of the bond resolution. The City issued a Five Year Street Reconstruction Plan for 2008 - 2012, so consequently, the Plan being considered tonight is an Amended Plan since these projects were not in the original Plan. The total cost for the 2013 projects in the plan is approximately \$5,876,000. The principal amount of the bonds will not exceed \$4,100,000.

Street reconstruction bonds may be used to finance utility replacement and relocation and other activities incidental to the street reconstruction, turn lanes and other improvements having a substantial public safety function, realignments, other modifications to intersect with state and county roads, and the local share of state and county road projects.

Staff Recommendation:

Staff recommendation is to hold the Public Hearing.

Requested City Council Action

Hold a Public Hearing for review and proposed adoption of an Amended Street Reconstruction Plan for 2013-2017 and authorize the issuance of General Obligation Street Reconstruction Bonds.



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

**AMENDED STREET
RECONSTRUCTION PLAN**
For the Years
2013 – 2017

**CITY OF GRAND RAPIDS
AMENDED STREET RECONSTRUCTION PLAN
For the Years 2013 - 2017**

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

420 NORTH POKEGAMA AVENUE, GRAND RAPIDS, MINNESOTA 55744-2662

June 10, 2013

To the Honorable Mayor, City Council
Members and Citizens
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, Minnesota 55744

Dear Mayor, Council Members, and Citizens:

The City of Grand Rapids' Amended Street Reconstruction Plan for the Years 2013 - 2017 is submitted herewith.

The City Council conducted the public hearing on its Amended Street Reconstruction Plan on June 10, 2013, and the Council approved adoption of the 2013 - 2017 Plan.

This Amended Street Reconstruction Plan for the Years 2013-2017 has been prepared to identify potential street reconstruction projects and their funding sources to be undertaken by the City of Grand Rapids this calendar year and the following four years. This Plan is intended to satisfy the requirements of Minnesota Statutes, Section 475.58, Subdivision 3b for the City to issue street reconstruction bonds to cover a portion of the costs for the 2013 projects.

The items included for years 2014 - 2017 are proposed projects and will be evaluated during future budget cycles. In light of the City's desire to keep City taxes reasonable and affordable, the levy for street reconstruction projects must be viewed in concert with the overall City levy. The City Council may reduce these projects further, if necessary, to achieve its goal.

Sincerely,

Tom Pagel
City Administrator

RESOLUTION NO. _____

RESOLUTION RELATING TO THE ADOPTION OF AN AMENDMENT TO THE CITY'S
STREET RECONSTRUCTION PLAN
AND THE ISSUANCE OF STREET RECONSTRUCTION BONDS:
CALLING A PUBLIC HEARING

BE IT RESOLVED by the City Council ("Council") of the City of Grand Rapids, Itasca County, Minnesota ("City").

Section 1. Background; Findings.

1.01. The Council has found and determined that certain streets in the City are in need of reconstruction, repair and improvement.

1.02. The City previously prepared a five year street reconstruction plan (the "Plan") describing the streets to be reconstructed, the estimated costs of the Plan (the "Costs"), and the planned reconstruction of other streets in the City over the five-year period of 2008 through 2012.

1.03. The Council held a duly noticed public hearing on the Plan on February 11, 2008, and unanimously approved the Plan.

1.04. The City now finds that it is necessary to create an updated Plan to include various additional projects and Costs thereof not currently provided for in the Plan (the "Amended Plan") and to provide for the issuance of Bonds to finance the Costs, and further finds and determines that it is in the best financial interests of the City that the City hold a public hearing on the Amended Plan and the issuance of Bonds as provided in the Act.

Sec. 2. Public Hearing Authorized.

2.01. The City hereby authorizes its staff and consultants to prepare an Amended Plan for street reconstruction projects in the City over the five-year period of 2013 to 2017 in accordance with the Act, and to place a copy of the Amended Plan on file with the City Clerk by no later than the date of publication of the hearing notice.

2.02. As required by the Act, a public hearing on the Amended Plan and the issuance of the Bonds to finance the Costs will be conducted in the City Hall on June 10, 2013, commencing at 6:00 P.M. The City Administrator is authorized and directed to cause notice of the hearing to be published in substantially the form attached hereto as Exhibit A not less than ten nor more than 28 days prior to the date of the hearing.

Sec. 3. Miscellaneous.

3.01. As provided in the Act, the Bonds, in the amount of the Costs, will not be issued without the approval of a majority of the voters at a special election if within 30 days after approval of the Amended Plan and authorization of the issuance of the Bonds, a petition requesting such an election signed by a number of voters equal to five percent of the votes cast in the last previous City general election, is filed with the City Clerk.

Approved this May 13, 2013 by the City Council of the City of Grand Rapids, Minnesota.

Mayor

Attest:

City Clerk

EXHIBIT A

CITY OF GRAND RAPIDS
ITASCA COUNTY, MINNESOTA

NOTICE OF PUBLIC HEARING

NOTICE IS GIVEN that the City Council of the City of Grand Rapids, Minnesota will conduct a public hearing at the City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota on Monday, June 10, 2013, commencing at 6:00 P.M., to consider a proposed amendment to the City's Street Reconstruction Plan (the "Amended Plan") and the issuance of general obligation street reconstruction bonds (the "Bonds").

The Amended Plan proposes to finance the construction of street reconstruction projects by the issuance of the Bonds under the provisions of Minnesota Statutes, Section 475.58, subdivision 3b. The Bonds will not be issued without approval of the voters at a special election if within 30 days after adoption of the resolution approving the Plan and authorizing issuance of the Bonds, a petition requesting such an election is signed by a number of voters equal to five percent of the votes cast in the last previous general City election and is filed with the City Clerk.

Any person wishing to express a view about the Plan may present written or oral testimony at the public hearing.

BY ORDER OF THE CITY COUNCIL

/s/ Tom Pagel

City Administrator

Published: _____, 2013.

City of Grand Rapids, Minnesota
Amended Street Reconstruction Plan
 2013 thru 2017

PROJECTS BY YEAR

Project Name	Department	Project #	Priority	Project Cost
2013				
City Wide Overlays-Urban	Engineering	2013/2010-2	1	622,496
Golf Course Road Improvements	Engineering	2013/2011-5	2	214,500
Horseshoe LK RD - GCR to 21st Street SW	Engineering	2013/2011-6	1	2,251,539
4th Ave NE (TH 2 - 7th St)	Engineering	2013/2012-3	2	910,340
Remer-DeSchepper Overlays-Rural	Engineering	2013/2012-4A	2	1,011,556
15th St SW Storm Sewer	Engineering	2013/2012-8	1	201,670
7th Avenue NW Reconstruction	Engineering	2013/2013-1	1	664,582
Total for 2013				5,876,683
2014				
14th Street to Ridgewood Road - Phase 1	Engineering	2014/2001-14	1	920,112
Crystal Lake Blvd 1st Ave NW - 12th St NE	Engineering	2014/2011-2	2	1,482,848
City Wide Overlays-Urban	Engineering	2014/2011-4A	1	530,000
City Wide Overlays-Rural	Engineering	2014/2013-2	1	195,000
Total for 2014				3,127,960
2015				
10th Ave NE (5th St - 7th St)	Engineering	2015/2011-1	2	859,168
7th St and 11th Avenue NE	Engineering	2015/2011-3	2	1,145,111
City Wide Overlays-Urban	Engineering	2015/2012-4	2	861,450
City Wide Overlay-Urban	Engineering	2015/2013-2B	1	383,500
City Wide Overlays-Rural	Engineering	2015/2014-3	1	487,500
Total for 2015				3,736,729
2016				
5th Ave NE (TH 2 to 5th St)	Engineering	2016/2007-5	2	456,462
4th Ave NW (9th - 13th)	Engineering	2016/2009-1	2	2,633,264
6th St NE (2nd Ave - 5th Ave)	Engineering	2016/2012-1	2	1,684,947
9th St NE (3rd Ave NE to Reynolds)	Engineering	2016/2012-2	2	525,000
2nd Avenue NE (6th to 8th)	Engineering	2016/2014-2	1	1,087,500
City Wide Overlays-Urban	Engineering	2016/2014-3B	1	470,000
Total for 2016				6,857,173
2017				
3rd Ave NE (5th - 8th)	Engineering	2017/2010-1	2	995,108
NW Street Reconstruction	Engineering	2017/2016-1	1	2,652,750
5th Street North Overlay	Engineering	2017/2016-2	3	1,000,000
Total for 2017				4,647,858
GRAND TOTAL				24,246,403

City of Grand Rapids, Minnesota
Amended Street Reconstruction Plan
 2013 thru 2017

FUNDING SOURCE SUMMARY

Source	2013	2014	2015	2016	2017	Total
Assessments	605,063	252,233	506,370	472,900	506,600	2,343,166
Federal Other	72,543				500,000	572,543
GO Reconstruction Bonds	3,494,379	2,575,972	2,654,490	4,905,978	2,655,570	16,286,389
GR Public Utilities-Sanitary	132,134		71,004	638,800	114,600	956,538
GR Public Utilities-Water Main	174,826	42,000	113,712	505,400	402,880	1,238,818
MSA					250,000	250,000
MSAS-Bonding	1,184,967					1,184,967
Storm Water Utility	212,771	257,755	391,153	334,095	218,208	1,413,982
GRAND TOTAL	5,876,683	3,127,960	3,736,729	6,857,173	4,647,858	24,246,403

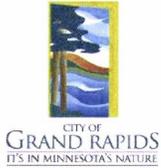
City of Grand Rapids, Minnesota
Amended Street Reconstruction Plan
 2013 thru 2017

PROJECTS & FUNDING SOURCES BY DEPARTMENT

Department	Project#	Priority	2013	2014	2015	2016	2017	Total
Engineering								
City Wide Overlays-Urban	2013/2010-2	1	622,496					622,496
<i>Assessments</i>			124,500					124,500
<i>GO Reconstruction Bonds</i>			467,996					467,996
<i>Storm Water Utility</i>			30,000					30,000
Golf Course Road Improvements	2013/2011-5	2	214,500					214,500
<i>GO Reconstruction Bonds</i>			214,500					214,500
Horseshoe LK RD - GCR to 21st Street SW	2013/2011-6	1	2,251,539					2,251,539
<i>Assessments</i>			124,410					124,410
<i>GO Reconstruction Bonds</i>			892,162					892,162
<i>MSAS-Bonding</i>			1,184,967					1,184,967
<i>Storm Water Utility</i>			50,000					50,000
4th Ave NE (TH 2 - 7th St)	2013/2012-3	2	910,340					910,340
<i>Assessments</i>			75,361					75,361
<i>GO Reconstruction Bonds</i>			666,851					666,851
<i>GR Public Utilities-Sanitary</i>			55,995					55,995
<i>GR Public Utilities-Water Main</i>			68,448					68,448
<i>Storm Water Utility</i>			43,685					43,685
Remer-DeSchepper Overlays-Rural	2013/2012-4A	2	1,011,556					1,011,556
<i>Assessments</i>			218,446					218,446
<i>GO Reconstruction Bonds</i>			749,235					749,235
<i>Storm Water Utility</i>			43,875					43,875
15th St SW Storm Sewer	2013/2012-8	1	201,670					201,670
<i>Federal Other</i>			72,543					72,543
<i>GO Reconstruction Bonds</i>			129,127					129,127
7th Avenue NW Reconstruction	2013/2013-1	1	664,582					664,582
<i>Assessments</i>			62,346					62,346
<i>GO Reconstruction Bonds</i>			374,508					374,508
<i>GR Public Utilities-Sanitary</i>			76,139					76,139
<i>GR Public Utilities-Water Main</i>			106,378					106,378
<i>Storm Water Utility</i>			45,211					45,211
14th Street to Ridgewood Road - Phase 1	2014/2001-14	1		920,112				920,112
<i>GO Reconstruction Bonds</i>				871,446				871,446
<i>Storm Water Utility</i>				48,666				48,666
Crystal Lake Blvd 1st Ave NW - 12th St NE	2014/2011-2	2		1,482,848				1,482,848
<i>Assessments</i>				112,233				112,233
<i>GO Reconstruction Bonds</i>				1,174,526				1,174,526
<i>GR Public Utilities-Water Main</i>				42,000				42,000
<i>Storm Water Utility</i>				154,089				154,089
City Wide Overlays-Urban	2014/2011-4A	1		530,000				530,000
<i>Assessments</i>				100,000				100,000
<i>GO Reconstruction Bonds</i>				400,000				400,000
<i>Storm Water Utility</i>				30,000				30,000
City Wide Overlays-Rural	2014/2013-2	1		195,000				195,000

Department	Project#	Priority	2013	2014	2015	2016	2017	Total
Assessments				40,000				40,000
GO Reconstruction Bonds				130,000				130,000
Storm Water Utility				25,000				25,000
10th Ave NE (5th St - 7th St)	2015/2011-1	2			859,168			859,168
Assessments					67,507			67,507
GO Reconstruction Bonds					573,128			573,128
GR Public Utilities-Sanitary					71,004			71,004
GR Public Utilities-Water Main					113,712			113,712
Storm Water Utility					33,817			33,817
7th St and 11th Avenue NE	2015/2011-3	2			1,145,111			1,145,111
Assessments					71,863			71,863
GO Reconstruction Bonds					963,302			963,302
Storm Water Utility					109,946			109,946
City Wide Overlays-Urban	2015/2012-4	2			861,450			861,450
Assessments					194,500			194,500
GO Reconstruction Bonds					469,560			469,560
Storm Water Utility					197,390			197,390
City Wide Overlay-Urban	2015/2013-2B	1			383,500			383,500
Assessments					75,000			75,000
GO Reconstruction Bonds					283,500			283,500
Storm Water Utility					25,000			25,000
City Wide Overlays-Rural	2015/2014-3	1			487,500			487,500
Assessments					97,500			97,500
GO Reconstruction Bonds					365,000			365,000
Storm Water Utility					25,000			25,000
5th Ave NE (TH 2 to 5th St)	2016/2007-5	2				456,462		456,462
Assessments						94,000		94,000
GO Reconstruction Bonds						291,292		291,292
GR Public Utilities-Sanitary						36,000		36,000
Storm Water Utility						35,170		35,170
4th Ave NW (9th - 13th)	2016/2009-1	2				2,633,264		2,633,264
Assessments						98,800		98,800
GO Reconstruction Bonds						2,006,787		2,006,787
GR Public Utilities-Sanitary						273,500		273,500
GR Public Utilities-Water Main						125,800		125,800
Storm Water Utility						128,377		128,377
6th St NE (2nd Ave - 5th Ave)	2016/2012-1	2				1,684,947		1,684,947
Assessments						56,100		56,100
GO Reconstruction Bonds						1,231,399		1,231,399
GR Public Utilities-Sanitary						150,300		150,300
GR Public Utilities-Water Main						176,600		176,600
Storm Water Utility						70,548		70,548
9th St NE (3rd Ave NE to Reynolds)	2016/2012-2	2				525,000		525,000
Assessments						20,000		20,000
GO Reconstruction Bonds						384,000		384,000
GR Public Utilities-Sanitary						36,000		36,000
GR Public Utilities-Water Main						60,000		60,000
Storm Water Utility						25,000		25,000
2nd Avenue NE (6th to 8th)	2016/2014-2	1				1,087,500		1,087,500
Assessments						110,000		110,000
GO Reconstruction Bonds						641,500		641,500
GR Public Utilities-Sanitary						143,000		143,000
GR Public Utilities-Water Main						143,000		143,000
Storm Water Utility						50,000		50,000
City Wide Overlays-Urban	2016/2014-3B	1				470,000		470,000
Assessments						94,000		94,000

Department	Project#	Priority	2013	2014	2015	2016	2017	Total
<i>GO Reconstruction Bonds</i>						351,000		351,000
<i>Storm Water Utility</i>						25,000		25,000
3rd Ave NE (5th - 8th)	2017/2010-1	2					995,108	995,108
<i>Assessments</i>							76,600	76,600
<i>GO Reconstruction Bonds</i>							574,500	574,500
<i>GR Public Utilities-Water Main</i>							245,800	245,800
<i>Storm Water Utility</i>							98,208	98,208
NW Street Reconstruction	2017/2016-1	1					2,652,750	2,652,750
<i>Assessments</i>							180,000	180,000
<i>GO Reconstruction Bonds</i>							2,081,070	2,081,070
<i>GR Public Utilities-Sanitary</i>							114,600	114,600
<i>GR Public Utilities-Water Main</i>							157,080	157,080
<i>Storm Water Utility</i>							120,000	120,000
5th Street North Overlay	2017/2016-2	3					1,000,000	1,000,000
<i>Assessments</i>							250,000	250,000
<i>Federal Other</i>							500,000	500,000
<i>MSA</i>							250,000	250,000
Engineering Total			5,876,683	3,127,960	3,736,729	6,857,173	4,647,858	24,246,403
GRAND TOTAL			5,876,683	3,127,960	3,736,729	6,857,173	4,647,858	24,246,403



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0365 **Version:** 1 **Name:** Resolution Adopting Street Reconstruction Plan
Type: Agenda Item **Status:** Finance
File created: 6/6/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Consider approving a resolution adopting the Amended Street Reconstruction Plan for 2013-2017 and authorizing the issuance of General Obligation Street Reconstruction Bonds.
Sponsors:
Indexes:
Code sections:
Attachments: [Resolution approving Street Reconstruction Plan and Authorizing Bond Issuance](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approving a resolution adopting the Amended Street Reconstruction Plan for 2013-2017 and authorizing the issuance of General Obligation Street Reconstruction Bonds.

Body

Background Information:

A public hearing on the Amended Five Year Street Reconstruction Plan for 2013-2017 was held on June 10, 2013 (tonight). After conducting the public hearing, the Council may take action to adopt the Five year Street Reconstruction Plan and authorize the issuance of General Obligation Street Reconstruction Bonds in an amount not-to-exceed \$4,100,000.

Staff Recommendation:

The staff recommendation is to approve the Amended Street Reconstruction Plan and authorize the issuance of General Obligation Street Reconstruction Bonds.

Requested City Council Action

Consider approving a resolution adopting the Amended Street Reconstruction Plan for 2013-2017 and authorizing the issuance of General Obligation Street Reconstruction Bonds.

CITY OF GRAND RAPIDS

RESOLUTION NO. ____

**RESOLUTION APPROVING THE ADOPTION OF AN
AMENDED STREET RECONSTRUCTION PLAN AND
AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION
STREET RECONSTRUCTION BONDS**

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

Section 1. Background.

1.01. The City is authorized under Minnesota Statutes, Section 475.58, subdivision 3b (the "Act") to prepare a plan for street reconstruction in the city over the next five years that will be financed under the Act, including a description of the proposed work and estimated costs, and to issue general obligation bonds to finance the cost of street reconstruction activities described in the plan.

1.02. Before the issuance of any bonds under the Act, the City is required to hold a public hearing on the plan and the issuance of bonds thereunder.

1.03. Following a duly noticed public hearing held on February 11, 2008, the City Council of the City approved a five-year street reconstruction plan (the "Plan") describing the streets to be reconstructed, the estimated costs of the Plan (the "Costs"), and the planned reconstruction of other streets in the City over the five-year period of 2008 through 2012.

1.04. Pursuant to the Act, the City, in consultation with its City engineer, has caused preparation of an amendment to the Plan (the "Amended Plan"), which includes various additional projects and Costs not provided for in the Plan.

1.05. The City has determined that it is in the best interests of the City to authorize the issuance and sale of street reconstruction bonds pursuant to the Act in a principal amount not to exceed \$4,100,000 (the "Bonds"). The purpose of the Bonds is to finance the additional projects and Costs as described in the Amended Plan. The Amended Plan describes the streets to be reconstructed, the estimated costs of the Amended Plan, and the planned reconstruction of other streets in the City over the five-year period of 2013-2017.

1.06. On the date hereof, the City Council held a public hearing on the Amended Plan and the issuance of the Bonds, after publication in the City's official newspaper of a notice of public hearing at least 10 days but no more than 28 days before the date of the hearing.

Section 2. Amended Plan Approved; Bonds Authorized.

2.01. The City Council finds that the Amended Plan will improve the City's system of public roads, which serves the interests of the City as a whole, and approves the Amended Plan in the form presented at the public hearing and on file at City Hall.

2.02. The City Council authorizes the issuance of the Bonds in accordance with the Amended Plan. City staff and consultants are authorized to take all actions necessary to negotiate the sale of the Bonds, subject to the contingency described in Section 2.03 hereof.

2.03. If a petition requesting a vote on the issuance of the Bonds, signed by voters equal to five percent of the votes cast in the last municipal general election, is filed with the City Clerk within 30 days after the date of the public hearing, the City may issue the Bonds only after obtaining approval of a majority of voters voting on the question at an election. The authorization to issue the Bonds is subject to expiration of the 30-day period without the City's receipt of a qualified petition under the Act, or if a qualified petition is filed, upon the approving vote of a majority of the voters voting on the question of issuance of the Bonds.

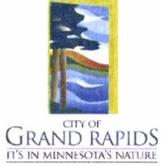
2.04. City staff are authorized and directed to take all other actions necessary to carry out the intent of this resolution.

Approved this June 10, 2013 by the City Council of the City of Grand Rapids, Minnesota.

Mayor

ATTEST:

City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 13-0368 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 6/6/2013 **In control:** City Council
On agenda: 6/10/2013 **Final action:**
Title: Consider approving the verified claims for the period 5/21/2013 to June 6, 2013 in the total amount of \$435,518.95.
Sponsors:
Indexes:
Code sections:
Attachments: [06/10/2013 BILL LIST.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approving the verified claims for the period 5/21/2013 to June 6, 2013 in the total amount of \$435,518.95.

Body

Requested City Council Action

Consider approving the verified claims for the period 5/21/2013 to June 6, 2013 in the total amount of \$435,518.95.

CITY COUNCIL BILL LIST - JUNE 10, 2013

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 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 06/10/2013

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
1903330	SCHOOL DISTRICT #318	70.14
	TOTAL	70.14
CITY WIDE		
0300200	CDW GOVERNMENT INC	46.14
0718060	GRAND RAPIDS NEWSPAPERS INC	176.90
	TOTAL CITY WIDE	223.04
ADMINISTRATION		
0718060	GRAND RAPIDS NEWSPAPERS INC	493.85
1415377	NORTHERN BUSINESS PRODUCTS INC	103.17
1920240	STERLE LAW OFFICE	1,592.50
	TOTAL ADMINISTRATION	2,189.52
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	24.83
0300200	CDW GOVERNMENT INC	141.77
0301685	CARQUEST AUTO PARTS	58.01
1801590	RAPIDS FORD LINCOLN	34.88
1909510	SIM SUPPLY INC	46.22
	TOTAL BUILDING MAINTENANCE-CITY HALL	305.71
COMMUNITY DEVELOPMENT		
1415377	NORTHERN BUSINESS PRODUCTS INC	112.76
1920240	STERLE LAW OFFICE	1,422.50
1920555	STOKES PRINTING COMPANY	16.02
	TOTAL COMMUNITY DEVELOPMENT	1,551.28
ENGINEERING		
0718060	GRAND RAPIDS NEWSPAPERS INC	192.25
1920240	STERLE LAW OFFICE	390.00
1920555	STOKES PRINTING COMPANY	37.41
	TOTAL ENGINEERING	619.66

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GENERAL FUND		
FINANCE		
0715813	GOVERNMENT FINANCE OFFICERS	435.00
0718060	GRAND RAPIDS NEWSPAPERS INC	328.00
1415377	NORTHERN BUSINESS PRODUCTS INC	44.45
TOTAL FINANCE		807.45
FIRE		
0100010	5 STAR PEST CONTROL &	106.88
0113233	AMERIPRIDE LINEN & APPAREL	10.44
0218350	BRIER CLOTHING	359.60
0701650	GARTNER REFRIGERATION CO	472.50
1309255	MINNESOTA INTERAGENCY FIRE CEN	2,548.48
1920233	STREICHER'S INC	507.50
2300600	W.P. & R.S. MARS COMPANY	44.98
TOTAL FIRE		4,050.38
INFORMATION TECHNOLOGY		
0500050	E3 CONSULTING SERVICES	480.00
0514700	ENSTROM STUDIO INC	566.44
1920240	STERLE LAW OFFICE	130.00
TOTAL INFORMATION TECHNOLOGY		1,176.44
PUBLIC WORKS		
0100002	3D SPECIALTIES	889.53
0103325	ACHESON TIRE COMPANY INC	42.06
0121721	AUTO VALUE - GRAND RAPIDS	110.47
0201353	BAILEY'S NURSERY INC	4,272.65
0205350	BEIER'S GREENHOUSE	303.43
0212553	BLOOMERS GARDEN CENTER	83.66
0212554	BLOOMERS GARDEN & LANDSCAPING	267.19
0221650	BURGGRAF'S ACE HARDWARE INC	101.39
0301685	CARQUEST AUTO PARTS	102.16
0315455	COLE HARDWARE INC	167.90
0315481	COMMERCIAL ASPHALT REPAIR LLC	2,650.00
0315494	COMMERCIAL RECREATION	947.98
0401804	DAVIS OIL	518.95
0501650	EARL F ANDERSEN	1,556.81
0518366	ERICKSON'S ITASCA LUMBER INC	76.95
0920040	ITASCA COUNTY FARM SERVICE	61.99
1200500	L&M SUPPLY	12.72
1205110	LEASE LANDSCAPING	221.71

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
1309355	MINNESOTA TORO	339.68
1415030	NORD AUTO PARTS	167.71
1415640	NORTRAX EQUIPMENT COMPANY	2,405.62
1503150	OCCUPATIONAL DEVELOPMENT CTR	2,308.50
1612045	PLAGEMANNS LANDSCAPING	1,700.00
1615650	PORTABLE JOHN	364.51
1621125	PUBLIC UTILITIES COMMISSION	7,496.63
1800140	R C RENTAL INC	106.88
1800250	RF BACKFLOW TESTING &	811.08
1801610	RAPIDS PLUMBING & HEATING INC	97.00
1801615	RAPIDS WELDING SUPPLY INC	15.71
1809794	RIVER ROAD GREENHOUSE	3,673.59
1901264	SAFETY KLEEN SYSTEMS INC	268.86
1908248	SHERWIN-WILLIAMS	317.68
2018680	TRU NORTH ELECTRIC LLC	631.65
2021646	TURFWERKS	21.52
2021650	TURF AND TREE INC	1,058.07
2300600	W.P. & R.S. MARS COMPANY	691.59
	TOTAL PUBLIC WORKS	34,863.83
FLEET MAINTENANCE		
0103325	ACHESON TIRE COMPANY INC	31.38
0121721	AUTO VALUE - GRAND RAPIDS	155.91
0301685	CARQUEST AUTO PARTS	86.02
0315455	COLE HARDWARE INC	66.75
0609305	FIGGINS TRUCK & TRAILER REPAIR	3,783.99
1605740	PETROCHOICE-ANDERSON LUBRICANT	896.12
1615427	POKEGAMA LAWN AND SPORT	70.06
	TOTAL FLEET MAINTENANCE	5,090.23
POLICE		
0103325	ACHESON TIRE COMPANY INC	20.00
0118625	ARROW EMBROIDERY	39.90
0121721	AUTO VALUE - GRAND RAPIDS	25.72
0221650	BURGGRAF'S ACE HARDWARE INC	44.86
0300200	CDW GOVERNMENT INC	177.63
0301685	CARQUEST AUTO PARTS	8.70
0315455	COLE HARDWARE INC	12.64
0409501	DIMICH LAW OFFICE	5,250.00
0601680	FASHION TO FIT	14.96
0718060	GRAND RAPIDS NEWSPAPERS INC	469.25
1415377	NORTHERN BUSINESS PRODUCTS INC	44.17

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VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
POLICE		
1605665	PERSONNEL DYNAMICS LLC	716.63
1801570	RAPIDS AUTO WASH	90.00
1801609	RAPIDS TOWING	700.00
1920240	STERLE LAW OFFICE	260.00
2000400	T J TOWING	420.00
	TOTAL POLICE	8,294.46
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE INC	6.38
	TOTAL RECREATION	6.38
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	94.01
0503422	ECK DESIGN	980.04
0718060	GRAND RAPIDS NEWSPAPERS INC	835.00
1309050	MIDWEST SECURITY & FIRE INC	1,524.25
1801610	RAPIDS PLUMBING & HEATING INC	267.00
2018680	TRU NORTH ELECTRIC LLC	974.44
	TOTAL	4,674.74
AIRPORT		
1015331	JOHNSON LOCK & SAFE INC	80.00
1920240	STERLE LAW OFFICE	770.00
	TOTAL	850.00
TERMINAL EXPENDITURES		
2005655	TERMINAL VENTURES LLC	2,500.00
	TOTAL TERMINAL EXPENDITURES	2,500.00
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	27.90
0200026	BRG PRECISION PRODUCTS INC	388.78
0205153	BECKER ARENA PRODUCTS INC	2,328.81

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INVOICES DUE ON/BEFORE 06/10/2013

VENDOR #	NAME	AMOUNT DUE

CIVIC CENTER		
GENERAL ADMINISTRATION		
0221650	BURGGRAF'S ACE HARDWARE INC	6.94
0315455	COLE HARDWARE INC	39.71
0315495	COMMERCIAL REFRIGERATION	233.94
0605670	FERRELLGAS	51.30
1301168	MARKETPLACE FOODS	19.71
1415377	NORTHERN BUSINESS PRODUCTS INC	76.93
1605611	PEPSI-COLA	479.87
1901535	SANDSTROM COMPANY INC	1,553.38
1909510	SIM SUPPLY INC	151.11
TOTAL GENERAL ADMINISTRATION		5,358.38
RECREATION PROGRAMS		
0312109	CLAFTON SALES - CLAFTON SKATE	160.00
0809345	NICHOLAS HIIPAKKA	150.00
TOTAL		310.00
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	774.55
0315455	COLE HARDWARE INC	202.78
1503150	OCCUPATIONAL DEVELOPMENT CTR	90.00
1612045	PLAGEMANN'S LANDSCAPING	470.25
1920240	STERLE LAW OFFICE	1,397.50
TOTAL		2,935.08
DOMESTIC ANIMAL CONTROL FAC		
2018680	TRU NORTH ELECTRIC LLC	396.89
TOTAL		396.89
GENERAL CAPITAL IMPRV PROJECTS		
2012-6 ICC SIGNAL		
0218115	BRAUN INTERTEC CORPORATION	968.25
0301705	CASPER CONSTRUCTION INC	95,781.99
TOTAL 2012-6 ICC SIGNAL		96,750.24

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VENDOR #	NAME	AMOUNT DUE
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FIRE DEPT		
1005250	JEFFERSON FIRE & SAFETY INC	8,686.80
TOTAL CAPITAL OUTLAY-FIRE DEPT		8,686.80
AIRPORT CAPITAL IMPRV PROJECTS		
2011 LAND ACQUISITION		
1920240	STERLE LAW OFFICE	552.50
TOTAL 2011 LAND ACQUISITION		552.50
2012 INFRASTRUCTURE BONDS		
2004-3 4TH ST SE & POK TO 6TH		
0801535	HAMMERLUND CONSTRUCTION INC	58,084.65
TOTAL 2004-3 4TH ST SE & POK TO 6TH		58,084.65
2013 INFRASTRUCTURE BONDS		
2010-02 CITY WIDE OVERLAYS		
0718060	GRAND RAPIDS NEWSPAPERS INC	98.10
TOTAL 2010-02 CITY WIDE OVERLAYS		98.10
2011-6 HORSESHOE IMPROVEMENTS		
0218115	BRAUN INTERTEC CORPORATION	732.00
TOTAL 2011-6 HORSESHOE IMPROVEMENTS		732.00
STORM WATER UTILITY		
0801535	HAMMERLUND CONSTRUCTION INC	1,711.50
1301015	MACQUEEN EQUIPMENT INC	189,197.02
1621125	PUBLIC UTILITIES COMMISSION	2,382.28
1801340	RAILROAD MANAGEMENT COMPANY	562.75
TOTAL		193,853.55
LODGING TAX		
1920240	STERLE LAW OFFICE	487.50
TOTAL		487.50
TOTAL UN-PAID TO BE APPROVED		435,518.95

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VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0305530	CENTURYLINK INC	54.26
0405305	LYNN DEGRIO	40.00
0405447	DELTA DENTAL OF MINNESOTA	2,436.25
0504610	RON EDMINSTER	127.69
0605191	FIDELITY SECURITY LIFE INS CO	40.78
0717996	GRAND ITASCA CLINIC	117.11
0717997	GRAND ITASCA HOSPITAL	1,311.08
0718001	G.R. AREA SOFTBALL ASSOCIATION	7,194.45
0718015	GRAND RAPIDS CITY PAYROLL	190,031.60
0718070	GRAND RAPIDS STATE BANK	25.00
0805358	JACKIE HEINRICH	40.00
0900060	ICTV	4,993.50
0920098	ITASCA PSYCHIATRIC SERVICES	72.00
1101645	LASHA KARELS	40.00
1201402	LAKE COUNTRY POWER	52.23
1205095	LEAGUE OF MN INSURANCE TRUST	1,000.00
1209516	LINCOLN NATIONAL LIFE	795.01
1209527	JOHN R. LINDER	32.00
1309079	S.MILLER - PETTY CASH FUND	24.10
1309199	MINNESOTA ENERGY RESOURCES	8,346.88
1315295	CHAD MOEN	40.00
1415496	NORTHERN ORTHOTIC & PROSTHETIC	1.99
1601750	PAUL BUNYAN COMMUNICATIONS	290.85
1609557	PIONEER MUTUAL LIFE INS CO	262.40
1621130	P.U.C.	4,509.62
1801206	RADIOLOGIST ASSOC. IN DULUTH	4.16
1901820	WILLIAM SAW	40.00
1913344	HEATH SMITH	40.00
2000490	TDS Metrocom	895.29
2114360	UNITED PARCEL SERVICE	115.85
2209705	VISIT GRAND RAPIDS	17,658.06
2301700	WASTE MANAGEMENT	1,455.83
2309452	JEFF ERIK WILSON	40.00
2621225	BRYAN ZUEHLKE	48.68
	TOTAL PRIOR APPROVAL	242,176.67
		<i>Allowed in the sum of</i>
	TOTAL ALL DEPARTMENTS	677,695.62