



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Tuesday, November 13, 2012

5:00 PM

City Hall Council Chambers

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### AMENDED AGENDA

**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 Tuesday, November 13, 2012 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

#### CALL OF ROLL

#### MEETING PROTOCOL POLICY

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

#### PUBLIC FORUM

#### COUNCIL REPORTS

**5:10 p.m. APPROVAL OF MINUTES**

**12-0687** Approve Council minutes for Monday, October 22, 2012 worksession and regular meetings and Wednesday, October 17, 2012 special meeting.

**Attachments:** [October 17, 2012 Special Meeting](#)  
[October 22, 2012 Worksession](#)  
[October 22, 2012 Regular Meeting](#)

**5:11 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. **12-0683** 2013-2015 Concessionaire Agreement

**Attachments:** [2013-2015 Concessionaire Agreement.pdf](#)

2. **12-0698** Final Payment and Balancing Change Order related to CP 2011-4, Horseshoe/Isleview Reconditioning Project

- Attachments:** [11-13-12 Attachment CP 2011-4 Balancing CO.pdf](#)
3. **12-0699** A Master Partnership Contract between the State of MN and City.  
**Attachments:** [11-13-12 MNDOT master Contract.pdf](#)
4. **12-0700** Park and Recreation Department Part Time Employees
5. **12-0701** Consider adopting a resolution approving a request from the property owner of Parcel Identification Number 91-030-4202 to defer assessments for City Project 2011-4 Horseshow/Isleview partial reconstruction in the amount of \$1,762.55 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.  
**Attachments:** [Resolution-Assessment Deferral 91-030-4202.pdf](#)
6. **12-0702** Consider authorizing the Public Works Dept to place the above list of surplus items on the on-line auction site hosted by Oberfoell Auctioneers called Do-Bid.com and authorize staff to delete from the Fixed Asset List.  
**Attachments:** [2012 11-13 Auction Items List](#)
7. **12-0704** Consider approving the list of part-time intermittent maintenance workers for the 2012-13 snow removal season.  
**Attachments:** [Listing PT Public Works Employees](#)
8. **12-0706** Void lost Account payable check #110151, issue a new check and waiving bond requirements for check issued to Waste Management in the amount of \$604.98.
9. **12-0707** Consider approving the rate increases for services at the Itasca Calvary Cemetery.  
**Attachments:** [2012 11-13 Cemetery Rate Changes](#)
10. **12-0708** Consider approving the updated Itasca Calvary Cemetery Rules and Regulations.  
**Attachments:** [2012 11-13 Cemetery Regulations](#)
11. **12-0713** Request by the Police Department to adopt a resolution accepting a \$1000.00 dollar grant from Enbridge Inc.  
**Attachments:** [PD Enbridge Res](#)
12. **12-0714** Consider adopting a resolution accepting a grant from IRRRB for demolition and hazardous material abatement costs associated with the redevelopment of the former St. Josephs School/Church site and transferring the grant proceeds to GREDA for contracting and project administration, and further to authorize the Mayor and City Administrator's execution of the grant agreement.  
**Attachments:** [resolution accepting \\$41K IRRRB commercial red. grant.pdf](#)  
[IRRRB Grant Agreement.pdf](#)

13. [12-0716](#) Completion of Introductory Period for Police Officers Jeremy Nelson and Timothy Dirkes.
14. [12-0722](#) Approve the hiring of a temporary employee with the IRA Civic Center and Grand Rapids Sports Complex beginning November 14, 2012.
15. [12-0720](#) Waiving the statutory tort liability to the extent of the coverage purchased.  
**Attachments:** [Liability Coverage Waiver Form](#)
16. [12-0721](#) Authorize Mayor to sign Acknowledgement of insurance placement that is not subject to the protection and benefit of the state insurance guaranty associations.

**5:13 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.*

**5:14 DEPARTMENT HEAD REPORT**  
p.m.

17. [12-0715](#) Pokegama Golf Course - Bob Cahill, Director of Golf

**5:24 ENGINEERING**  
p.m.

18. [12-0697](#) A resolution authorizing municipal consent to proposed improvements on CSAH 23 (Golf Course Road).  
**Attachments:** [11-13-12 Preliminary Plan CSAH 23.pdf](#)  
[11-13-12 Resolution CSAH 23 Municipal Consent.pdf](#)  
[11-13-12 Resolution CSAH 23 No Parking.pdf](#)

**5:30 FIRE DEPARTMENT**  
p.m.

19. [12-0710](#) Purchase of Gear Lockers for the Fire Department  
**Attachments:** [Metro Fire Lockers Quote](#)
20. [12-0711](#) Sale of Fire Dept Gear Lockers

**5:40 INFORMATION TECHNOLOGY**  
p.m.

21. [12-0712](#) Consider accepting bid from e3 Consulting Services for professional services relating to the City's website reconstruction project.

**5:45 ADMINISTRATION DEPARTMENT**  
**p.m.**

22. [12-0717](#) Appointment of Mr. Nathan Morlan to the position of Building/Fire Inspector.

**5:50 VERIFIED CLAIMS**  
**p.m.**

23. [12-0719](#) Consider approving the verified claims for the period October 16, 2012 to November 5, 2012 in the total amount of \$1,922,650.72.

**Attachments:** [11/13/2012 BILL LIST.pdf](#)

**6:00 ADJOURNMENT**  
**p.m.**

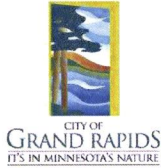
*NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 26, 2012, AT 5:00 P.M.*

*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:*

*Shawn Gillen, City Administrator*



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 12-0687      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Approval of Minutes  
**File created:** 10/31/2012      **In control:** Administration  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Approve Council minutes for Monday, October 22, 2012 worksession and regular meetings and Wednesday, October 17, 2012 special meeting.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [October 17, 2012 Special Meeting](#)  
[October 22, 2012 Worksession](#)  
[October 22, 2012 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Title  
Approve Council minutes for Monday, October 22, 2012 worksession and regular meetings and Wednesday, October 17, 2012 special meeting.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Wednesday, October 17, 2012

11:30 AM

Conference Room 2A

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**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids City Council was held on Wednesday, October 17, 2012 at 11:30 a.m. in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**Present** 4 -

Councilor Gary McInerney, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**Absent** 1 -

Councilor Dale Christy

1.

#### *Pokegama Park Retaining Wall Repair*

*Bob Cahill, Golf Course Manager, presents project request and discusses need for retaining wall.*

**A motion was made by Councilor Chandler, seconded by Councilor Zabinski, to accept the quote from Hammerlund Construction in the amount of \$13,250 for the repair work described within the Special Provisions specifications document supplied by SEH. The motion carried by the following vote.**

**Aye** 4 -

Councilor Gary McInerney, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

### ADJOURNMENT

*There being no further business, the meeting adjourned at 11:36 a.m.*

*Respectfully submitted:*

*Kimberly Johnson-Gibeau, City Clerk*



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, October 22, 2012

4:00 PM

Conference Room 2A

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**CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, October 22, 2012 at 4:05 p.m. in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

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

*Councilor Chandler arrived at 4:20 pm.*

**Present** 5 - Mayor Dale Adams, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Councilor Gary McInerney

### Discussion Items

1. Human Rights Commission - Update

*Members of the Human Rights Commission: Darlene Freeman, Jackie Dowell, Frieda Hall and Barb Sanderson are present and provide update on Commission activities. Discussion included promotion of Human Rights Commission, encouraging community involvement, etc.*

### Review regular meeting

*Attorney Sterle reviews change request to Taxicab Ordinance.*

### ADJOURN

*There being no further business, the meeting adjourned at 4:46 pm.*

*Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk*



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, October 22, 2012

5:00 PM

City Hall Council Chambers

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**5:00 pm**     **CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, October 22, 2012 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**Present** 5 -

Councilor Gary McInerney, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**5:01 pm**     **PRESENTATIONS/PROCLAMATIONS**

Proclaim October Domestic Violence Awareness Month

**Proclaimed**

### MEETING PROTOCOL POLICY

**5:03 pm**     **PUBLIC FORUM**

*Cathy Ramberg speaks in support of proclamation bringing awareness to domestic violence.*

**5:08 pm**     **COUNCIL REPORTS**

*Councilor McInerney notes Fire Department Open House held October 13th. Fire Chief Steve Flaherty provides summary of event, activities available and community turnout.*

*Councilor Zabinski notes special performance of "Closure" on Sunday, November 11th, with free admittance for Veterans.*

*Councilor Christy provides an update for Upper Mississippi Task Force.*

*Mayor Adams notes the community walk and awareness at Grace House on November 15th.*

**5:10 pm**     **APPROVAL OF MINUTES**



Approve Council minutes for Tuesday, October 9, 2012 regular meeting.

**A motion was made by Councilor Ed Zabinski, seconded by Councilor Gary McInerney, to approve Council minutes from October 9, 2012 as presented. The motion PASSED by unanimous vote.**

**5:11 CONSENT AGENDA**

pm

1. Resolution to Accept a Donation to the Fire Department from Midwest Safety Consultants.  
**Adopted Resolution 12-100 by consent roll call**
2. Approve change order for Fire Hall Rooftop HVAC Replacement  
**Approved by consent roll call**
3. Consider approving a Purchase Agreement with Harris Computer Systems for the Employee Services Portal.  
**Approved by consent roll call**
4. Accept a Donation to the Fire Department from 5-Star Pest Control.  
**Adopted Resolution 12-101 by consent roll call**
5. Park and Recreation Department Part Time Employees  
**Approved by consent roll call**
6. Accept a \$20 Donation to the Fire Department from Darren & Carolyn Olson.  
**Adopted Resolution 12-102 by consent roll call**
7. Approve temporary liquor license for Itasca Curling Club event scheduled for December 7th through 9th, 2012 at 902 Hale Lake Pointe, Grand Rapids.  
**Approved by consent roll call**
8. Airport T-Hangar Leases  
**Approved by consent roll call**
9. Adopt an ordinance amending Chapter 36 - Taxicabs, paragraph 36.08(a) Taxicab Drivers.  
**Adopted Ordinance 12-10-11 by consent roll call**
10. Approve the hiring of a temporary employee with the IRA Civic Center and

Grand Rapids Sports Complex beginning October 23, 2012.

**Approved by consent roll call**

11. Appoint Torey Belich to serve as election judge for the General Election on November 6, 2012.

**Approved by consent roll call**

12. Accept the notice of retirement from Tim Adler, Firefighter, effective November 1, 2012.

**Approved by consent roll call**

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

**A motion was made by Councilor Chandler, seconded by Councilor McInerney, to approve the Consent Agenda as presented. The motion carried by the following vote**

**Aye 5 -**

Councilor Gary McInerney, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

#### **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 presented. The motion PASSED by unanimous vote.**

#### **5:14 ACKNOWLEDGE BOARDS & COMMISSIONS pm**

13. Acknowledge minutes for Boards & Commissions

*The Council acknowledged the following minutes for Boards & Commissions:  
GREDA: May 21, 2012, June 14, 2012, July 12, 2012, July 19, 2012 & August 15, 2012*

*MRC: March 14, 2012 & June 13, 2012*

*PUC: September 5, 2012, September 12, 2012 Regular and Special meetings*

*Civic Center/Park & Rec: September 12, 2012*

*Library Board: September 12, 2012*

*Golf Board: September 18, 2012 & September 21, 2012*

**Acknowledge Boards and Commissions**

#### **5:15 DEPARTMENT HEAD REPORT pm**

14. Public Works Department - Jeff Davies

**Received and Filed**

**5:20 VERIFIED CLAIMS**  
**pm**

15. Consider approving the verified claims for the period October 2, 2012 to October 15, 2012 in the total amount of \$511,134.97

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

**Aye 5 -**

Councilor Gary McInerney, Councilor Dale Christy, Councilor Ed Zabinski, Councilor Joe Chandler, and Mayor Dale Adams

**5:35 ADJOURNMENT**  
**pm**

*There being no further business, the meeting adjourned at 5:29 pm.*

*Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk*



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 12-0683      **Version:** 1      **Name:** 2013-2015 Concessionaire Agreement  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 10/25/2012      **In control:** Golf Course  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** 2013-2015 Concessionaire Agreement  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2013-2015 Concessionaire Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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**Title**

2013-2015 Concessionaire Agreement

**Body**

**Background Information:**

At the October 2012 Regular Golf Board meeting the golf board voted to renew the Food & Beverage contract with Stewart and Janelle Bastian , doing business as S. Bastian Companies, LLC.

The Bastians abided by the terms of the original 2010-2012 contract.

The patrons of the golf course and Pokegama Grill have been very pleased with the product and service that has been provided.

There are no changes to terms of the contract.

City Attorney Chad Sterle has reviewed the document and made the necessary changes to the dates of the agreement and is satisfied with the language of the agreement.

**Staff Recommendation:**

[Enter Recommendation Here]

**Requested City Council Action**

Consider renewing the Food & Beverage Concessionaire Agreement with S.Bastian Companies LLC on behalf of Stewart Bastian as its Corporate Officer, and The City of Grand Rapids, Minnesota. Contractual terms of the agreement are unchanged from the previous agreement. The term of the agreement shall run from January 1, 2013 to December 31, 2015.

## **CONCESSIONAIRE AGREEMENT**

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

### **RECITALS**

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

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

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

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

### **ARTICLE 1 – CONCESSIONS SERVICES**

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

**1.2 Clubhouse Services:** Clubhouse services shall consist of food and beverage services prepared and served within Pokegama Golf Course Clubhouse,

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

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

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

**1.4 Special Events:** Concessionaire shall provide catering services for golf related banquets and other golf related special events at Pokegama Golf Course Clubhouse.

**1.5 Standards:** Concessionaire agrees to provide high quality food and beverages and diligent service and management in providing concession services under this Concessionaire Agreement, and to do those things necessary to provide good and proper service similar to that provided for the same goods and services provided under similar circumstances in the community.

**1.6 Licenses, Permits:** Concessionaire shall be responsible to obtain and keep in force all licenses and permits necessary to lawfully provide concession services pursuant to this Concessionaire Agreement. Concessionaire shall hold a valid on-sale

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

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

## **ARTICLE 2 – FEE, BOND**

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

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

**2.2 Golfing Privileges:** The Concessionaires, limited to Stewart, Janelle, Annika and Natalie Bastian may golf at the Pokegama Golf Course at no cost. This is agreed to, in part, to assist the Concessionaires in becoming as visible to the golfing community as possible.

**2.3 Surety Bond:** Concessionaire shall furnish to City a surety bond, letter of credit or cash deposit in the amount of Five Thousand Dollars (\$5,000.00) in order to assure compliance with the provisions of this Agreement by no later than January 1, 2013. If Concessionaire fails to comply with the provisions of this Concessionaire Agreement, City shall be entitled, without further notice to Concessionaire, to call upon said surety bond, letter of credit or cash deposit to satisfy Concessionaire's obligations

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

### **ARTICLE 3 – UTILITIES**

#### **3.1 Concessionaire and City Responsibilities:**

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

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

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

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



## ARTICLE 4 – EQUIPMENT

### 4.1 Concessionaire.

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

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

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

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

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

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

## ARTICLE 5 – MAINTENANCE, SECURITY

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

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

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

## **ARTICLES 6 – INDEMNITY, INSURANCE**

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

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

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

#### **ARTICLE 7 – TAXES**

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

#### **ARTICLE 8 – TERMS, CANCELLATION**

**8.1 Term:** The term of this Agreement shall be from January 1, 2013 through December 31, 2015.

**8.2 Cancellation:** This Agreement shall be subject to cancellation during the term hereof in the event of the happening of any one or more of the following:

- (a) Mutual agreement of City and Concessionaire;
- (b) At the option of City if Concessionaire is adjudicated bankrupt, is in receivership, has made an assignment for the benefit of creditors, or because Concessionaire's financial condition is such that Concessionaire is unable to continue to satisfactory operation;
- (c) Failure of Concessionaire to reasonably perform, keep and observe any of the provisions of this Concessionaire Agreement and the

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

**8.3 Sale:** Should Concessionaire sell the business to a third party during the term of this contract, this contract shall be subject to renegotiation or cancellation.

**8.4 Removal:** Upon expiration or cancellation of this Agreement, Concessionaire shall remove all goods, chattels and fixtures belonging to Concessionaire and shall leave the premises in the condition in which they were received. In the event said goods, chattels and fixtures are not removed within 14 days from termination of this Agreement, the Concessionaire shall be deemed to have abandoned the same to City.

#### **ARTICLE 9 – GENERAL**

**9.1 Independent Contractor:** Concessionaire is deemed an independent contractor for purposes of this Agreement, and any and all persons employed by Concessionaire in the performance of any work or services required or provided for in this Agreement shall not be considered employees of City for any purpose whatsoever, including but not limited to workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit and any and all such claims shall be the sole obligation and responsibility of Concessionaire.

**9.2 No Subcontract, Assignment:** No portion of this Agreement may be assigned or subcontracted by Concessionaire to any other party without prior written consent of City.

**9.3 Governing Law:** This Concessionaire Agreement shall be governed by the laws of the State of Minnesota.

**9.4 Waivers:** The waiver by City or by Concessionaire of any breach of any term, covenant or condition herein contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

**9.5 Notices:** Where referred to in this Concessionaire Agreement, notice to City of Concessionaire, respectively shall be addressed as follows:

To City:	City of Grand Rapids c/o Director of Golf Course Pokegama Golf Course 3910 Golf Course Road
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Grand Rapids, MN 55744

To Concessionaire: **S. Bastian Companies, LLC on behalf of Stewart Bastian as its Corporate Officer** (“Concessionaire”).

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

**CITY OF GRAND RAPIDS**

By: \_\_\_\_\_  
Dale Adams, Mayor

ATTEST: \_\_\_\_\_  
SHAWN GILLEN,  
Its City Administrator

By: \_\_\_\_\_  
S. Bastian Companies, LLC  
Stewart Bastian, Corporate Officer

Subscribed and sworn to before me  
this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Notary Public



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0698      **Version:** 1      **Name:** CP 2011-4 Final Payment and BCO  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/5/2012      **In control:** Engineering  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Final Payment and Balancing Change Order related to CP 2011-4, Horseshoe/Isleview Reconditioning Project  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [11-13-12 Attachment CP 2011-4 Balancing CO.pdf](#)

Date	Ver.	Action By	Action	Result
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*Title*

Final Payment and Balancing Change Order related to CP 2011-4, Horseshoe/Isleview Reconditioning Project

*Body*

**Background Information:**

CP 2011-4, Horseshoe/Isleview Reconditioning Project, is complete and ready for final payment. The original contract amount was \$2,416,338.88, the final contract amount is 2,464,256.04, and the Balancing Change Order is (\$8,030.84).

**Staff Recommendation:**

City staff is recommending the approval of final contract amount and balancing change order with Hawkinson Construction related to CP 2011-4, Horseshoe/Isleview Reconditioning Project.

**Requested City Council Action**

Consider approval of final contract amount and balancing change order with Hawkinson Construction related to CP 2011-4, Horseshoe/Isleview Reconditioning Project.

STATE AID FOR LOCAL TRANSPORTATION  
CHANGE ORDER

Nov 2007

City/County of City of Grand Rapids

Change Order No. 1

FEDERAL PROJECT NO.	STATE PROJECT NO. SAP 129-143-001	LOCAL PROJECT NO. C.P. 2011-4	CONTRACT NO.
CONTRACTOR NAME AND ADDRESS Hawkinson Construction Co. Inc. 501 West County Road 63 Grand Rapids, MN 55744		LOCATION OF WORK Isleview Road and Horseshoe Lake Road - SEH 111075	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.

The purpose of this balancing change order is to recognize the increase or decrease in bid item units upon final completion of the project. The overrun/underrun report is attached as an exhibit to this change order.

Original contract amount: \$2,416,333.88

Net contract change previously authorized by work orders 1-9: \$47,922.16

Net contract change previously authorized by supplemental agreements 1-2: \$0.00

Subtotal: \$2,464,256.04

The final contract sum is: \$2,456,225.20

The net contract change documented by this change order is: -\$8,030.84


(The payment for these items is included in the pay estimates through each individual item, which is why the change order amount is \$0.00 listed in the heading of this CO)

**COST BREAKDOWN**

There are no items associated with this Change Order.

\* Funding category is required for federal projects.

<b>CHANGE IN CONTRACT TIME (check one)</b>			
Due to this change the Contract Time:			
a. <input type="checkbox"/>	Is Increased by	_____ Working Days	b. <input checked="" type="checkbox"/> Is Not Changed
<input type="checkbox"/>	Is Decreased by	_____ Working Days	
<input type="checkbox"/>	Is Increased by	_____ Calendar Days	c. <input type="checkbox"/> May be revised if work affected the controlling operation
<input type="checkbox"/>	Is Decreased by	_____ Calendar Days	

Approved By Project Engineer: Tom Pagel	Approved By Contractor: Hawkinson Construction Co. Inc.
Signed _____	Signed 
Date: _____ Phone: (218) 326-7601	Date: <u>10-30-12</u> Phone: (218) 326-0309

Original to Project Engineer; Copy to Contractor

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

<b>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.</b>		
This project is eligible for:	_____ Federal Funding	_____ State Aid Funding _____ Local funds
District State Aid Engineer:	_____	Date: _____





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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0699      **Version:** 1      **Name:** Master Contract with State-MNDOT  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/5/2012      **In control:** Engineering  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** A Master Partnership Contract between the State of MN and City.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [11-13-12 MNDOT master Contract.pdf](#)

Date	Ver.	Action By	Action	Result
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*Title*

A Master Partnership Contract between the State of MN and City.

*Body*

**Background Information:**

Attached is a Master Partnership Contract between the State and City. This contract basically allows MNDOT to assist the City and the City to assist MNDOT in executing federally and state funded street projects.

**Staff Recommendation:**

City staff is recommending approval of the attached Master Partnership Contract between the State of MN and City.

**Requested City Council Action**

Consider approval of the attached Master Partnership Contract between the State of MN and City.

**STATE OF MINNESOTA  
AND  
CITY OF GRAND RAPIDS  
MASTER PARTNERSHIP CONTRACT**

This master contract is between the State of Minnesota, acting through its Commissioner of Transportation hereinafter referred to as the "State" and City of Grand Rapids acting through its City Council, hereinafter referred to as the "Local Government".

**Recitals**

1. The parties are authorized to enter into this agreement pursuant to Minnesota Statutes §§15.061, 471.59 and 174.02.
2. Minnesota Statutes Section 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.
3. Each party to this Contract is a "road authority" as defined by Minnesota Statutes §160.02 (subd. 25).
4. Minnesota Statutes Section 161.39, subdivision 1, authorizes a road authority to perform work for another road authority. Such work may include providing technical and engineering advice, assistance and supervision, surveying, preparing plans for the construction or reconstruction of roadways, and performing roadway maintenance.
5. Minnesota Statutes §174.02 (subd. 6) authorizes the Commissioner of Transportation to enter into agreements with other governmental entities for research and experimentation; for sharing facilities, equipment, staff, data, or other means of providing transportation-related services; or for other cooperative programs that promote efficiencies in providing governmental services, or that further development of innovation in transportation for the benefit of the citizens of Minnesota.
6. Each party wishes to occasionally procure services from the other party, which the parties agree will enhance the efficiency of delivering governmental services at all levels. This Master Partnership Contract provides a framework for the efficient handling of such requests. This Master Partnership Contract contains terms generally governing the relationship between the parties hereto. When specific services are requested, the parties will (unless otherwise specified herein) enter into a "Work Order" contracts.
7. Subsequent to the execution of this Master Partnership Contract, the parties may (but are not required to) enter into "Work Order" contracts. These Work Orders will specify the work to be done, timelines for completion, and compensation to be paid for the specific work.
8. The parties are entering into this Master Partnership Contract to establish terms that will govern all of the Work Orders subsequently issued under the authority of this Contract.

**Master Contract**

1. **Term of Master Contract; Use of Work Order Contracts; Survival of Terms**
  - 1.1. **Effective Date:** This contract will be effective on the date last signed by the Local Government, and all State officials as required under Minn. Stat. § 16C.05, subd. 2.
  - 1.2. A party must not accept work under this Contract until it is fully executed.
  - 1.3. **Expiration Date.** This Contract will expire on June 30, 2017.

- 1.4. **Work Order Contracts.** A work order contract must be negotiated and executed (by both the State and the Local Government) for each particular engagement, except for Technical Services provided by the State to the Local Government as specified in Article 2. The work order contract must specify the detailed scope of work and deliverables for that engagement. A party must not begin work under a work order until such work order is fully executed. The terms of this Master Partnership Contract will apply to all work orders issued hereunder, unless specifically varied in the work order. The Local Government understands that this Master Contract is not a guarantee of any payments or work order assignments, and that payments will only be issued for work actually performed under fully-executed work orders.
- 1.5. **Survival of Terms.** The following clauses survive the expiration or cancellation of this master contract and all work order contracts: 12. Liability; 13. State Audits; 14. Government Data Practices and Intellectual Property; 17. Publicity and Endorsement; 18. Governing Law, Jurisdiction, and Venue; and 22. Data Disclosure. All terms of this Master Contract will survive with respect to any Work Order issued prior to the expiration date of the Master Contract.
- 1.6. **Sample Work Order.** A sample work order contract is available upon request from the State.

## 2. Technical Services

- 2.1. **Technical Services** include repetitive low-cost services routinely performed by the State for the Local Government. These services may be performed by the State for the Local Government without the execution of a work order, as these services are provided in accordance with standardized practices and processes and do not require a detailed scope of work. Technical services are limited to the following services:
  - 2.1.1. Pavement Striping, Sign and Signal Repair, Bridge Load Ratings, Bridge and Structure Inspections, Pavement Condition Data, Materials Testing and Carcass Removal.
  - 2.1.2. Every other service not falling under the services listed in 2.1.1 will require a Work Order contract.
- 2.2. The Local Government may request the State to perform Technical Services in an informal manner, such as by the use of email, a purchase order, or by delivering materials to a State lab and requesting testing. A request may be made via telephone, but will not be considered accepted unless acknowledged in writing by the State.
- 2.3. The State will promptly inform the Local Government if the State will be unable to perform the requested Technical Services. Otherwise, the State will perform the Technical Services in accordance with the State's normal processes and practices, including scheduling practices taking into account the availability of State staff and equipment.
- 2.4. **Payment Basis.** Unless otherwise agreed to by the parties prior to performance of the services, the State will charge the Local Government the State's then-current rate for performing the Technical Services. The then-current rate may include the State's normal and customary labor additives. The State will invoice the Local Government upon completion of the services, or at regular intervals not more than once monthly as agreed upon by the parties. The invoice will provide a summary of the Technical Services provided by the State during the invoice period.

## 3. Services Requiring A Work Order Contract

- 3.1. **Work Order Contracts:** A party may request the other party to perform any of the following services under individual work order contracts.
- 3.2. **Professional and Technical Services.** A party may provide professional and technical services upon the request of the other party. As defined by Minnesota Statutes §16C.08 (subd. 1) professional/technical services "means services that are intellectual in character, including

consultation, analysis, evaluation, prediction, planning, programming, or recommendation; and result in the production of a report or completion of a task". Professional and technical services do not include providing supplies or materials except as incidental to performing such services. Professional and technical services include (by way of example and without limitation) engineering services, surveying, foundation recommendations and reports, environmental documentation, right-of-way assistance (such as performing appraisals or providing relocation assistance, but excluding the exercise of the power of eminent domain), geometric layouts, final construction plans, graphic presentations, public relations, and facilitating open houses. A party will normally provide such services with its own personnel; however, a party's professional/technical services may also include hiring and managing outside consultants to perform work provided that a party itself provides active project management for the use of such outside consultants.

- 3.3. **Roadway Maintenance.** A party may provide roadway maintenance upon the request of the other party. Roadway maintenance does not include roadway reconstruction. This work may include but is not limited to snow removal, ditch spraying, roadside mowing, CRS-2 road oil, bituminous mill and overlay (only small projects), seal coat, bridge hits, major retaining wall failures, major drainage failures, and message painting. All services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work.
- 3.4. **Construction Administration.** A party may administer roadway construction projects upon the request of the other party. Roadway construction includes (by way of example and without limitation) the construction, reconstruction, or rehabilitation of mainline, shoulder, median, pedestrian or bicycle pathway, lighting and signal systems, pavement mill and overlays, seal coating, guardrail installation, and channelization. These services may be performed by the Providing Party's own forces, or the Providing Party may administer outside contracts for such work. Construction administration may include letting and awarding construction contracts for such work (including state projects to be completed in conjunction with local projects). All contract administration services must be performed by an employee with sufficient skills, training, expertise or certification to perform such work.
- 3.5. **Emergency Services.** A party may provide aid upon request of the other party in the event of a man-made disaster, natural disaster or other act of God. Emergency services includes all those services as the parties mutually agree are necessary to plan for, prepare for, deal with, and recover from emergency situations. These services include, without limitation, planning, engineering, construction, maintenance, and removal and disposal services related to things such as road closures, traffic control, debris removal, flood protection and mitigation, sign repair, sandbag activities and general cleanup. Work will be performed by an employee with sufficient skills, training, expertise or certification to perform such work, and work must be supervised by a qualified employee of the party performing the work. If it is not feasible to have an executed work order prior to performance of the work, the parties will promptly confer to determine whether work may be commenced without a fully-executed work order in place. If work commences without a fully-executed work order, the parties will follow up with execution of a work order as soon as feasible.
- 3.6. When a need is identified, the State and the Local Government will discuss the proposed work and the resources needed to perform the work. If a party desires to perform such work, the parties will negotiate the specific and detailed work tasks and cost. The State will then prepare a work order contract. Generally, a work order contract will be limited to one specific project/engagement, although "on call" work orders may be prepared for certain types of services, especially for "Technical Services" items as identified section 2.1.2. The work order will also identify specific deliverables required, and timeframes for completing work. A work order must

be fully executed by the parties prior to work being commenced. The Local Government will not be paid for work performed prior to execution of a work order and authorization by the State.

#### 4. Responsibilities of the Providing Party

The party requesting the work will be referred to as the "Requesting Party" and the party performing the work will be referred to as the "Providing Party". Each work order will set forth particular requirements for that project/engagement.

- 4.1. **Terms Applicable to ALL Work Orders.** The terms in this section 4.1 will apply to ALL work orders.
- 4.1.1. Each work order will identify an Authorized Representative for each party. Each party's authorized representative is responsible for administering the work order, and has the authority to make any decisions regarding the work, and to give and receive any notices required or permitted under this Master Contract or the work order.
- 4.1.2. The Providing Party will furnish and assign a publicly employed licensed engineer (Project Engineer), to be in responsible charge of the project(s) and to supervise and direct the work to be performed under each work order. For services not requiring an engineer, the Providing Party will furnish and assign another responsible employee to be in charge of the project. The services of the Providing Party under a work order may not be otherwise assigned, sublet, or transferred unless approved in writing by the Requesting Party's authorized representative. This written consent will in no way relieve the Providing Party from its primary responsibility for the work.
- 4.1.3. If the Local Government is the Providing Party, the Project Engineer may request in writing specific engineering and/or technical services from the State, pursuant to Minnesota Statutes Section 161.39. The work order may require the Local Government to deposit payment in advance or may, at the State's option, permit payment in arrears. If the State furnishes the services requested, the Local Government will promptly pay the State to reimburse the state trunk highway fund for the full cost and expense of furnishing such services. The costs and expenses will include the current State labor additives and overhead rates, subject to adjustment based on actual direct costs that have been verified by audit.
- 4.1.4. Only the receipt of a fully executed work order contract authorizes the Providing Party to begin work on a project. Any and all effort, expenses, or actions taken by the Providing Party before the work order contract is fully executed is considered unauthorized and undertaken at the risk of non-payment.
- 4.1.5. In connection with the performance of this contract and any work orders issued hereunder, the Providing Agency will comply with all applicable Federal and State laws and regulations. When the Providing Party is authorized or permitted to award contracts in connection with any work order, the Providing Party will require and cause its contractors and subcontractors to comply with all Federal and State laws and regulations.
- 4.2. **Additional Terms for Roadway Maintenance.** The terms of section 4.1 and this section 4.2 will apply to all work orders for Roadway Maintenance.
- 4.2.1. Unless otherwise provided for by agreement or work order, the Providing Party must obtain all permits and sanctions that may be required for the proper and lawful performance of the work.
- 4.2.2. The Providing Party must perform maintenance in accordance with MnDOT maintenance manuals, policies and operations.

- 4.2.3. The Providing Party must use State-approved materials, including (by way of example and without limitation), sign posts, sign sheeting, and de-icing and anti-icing chemicals.
- 4.3. ***Additional Terms for Construction Administration.*** The terms of section 4.1 and this section 4.3 will apply to all work orders for construction administration.
- 4.3.1. Contract(s) must be awarded to the lowest responsible bidder or best value proposer in accordance with state law.
- 4.3.2. Contractor(s) must be required to post payment and performance bonds in an amount equal to the contract amount. The Providing Party will take all necessary action to make claims against such bonds in the event of any default by the contractor.
- 4.3.3. Contractor(s) must be required to perform work in accordance with the latest edition of the Minnesota Department of Transportation Standard Specifications for Construction.
- 4.3.4. For work performed on State right-of-way, contractor(s) must be required to indemnify and hold the State harmless against any loss incurred with respect to the performance of the contracted work, and must be required to provide evidence of insurance coverage commensurate with project risk.
- 4.3.5. Contractor(s) must pay prevailing wages pursuant to applicable state and federal law.
- 4.3.6. Contractor(s) must comply with all applicable Federal, and State laws, ordinances and regulations, including but not limited to applicable human rights/anti-discrimination laws and laws concerning the participation of Disadvantaged Business Enterprises in federally-assisted contracts
- 4.3.7. If the providing party is a Local Government, the Local Government will, without cost or expense to the State, obtain all rights of way, easements, construction permits and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the Local Government will furnish the State with certified copies of the documents for rights of way and easements, construction permits and other permits and sanctions required for State cost participation construction covered under this Agreement.
- 4.3.8. The Providing Party may approve minor changes to the Requesting Party's portion of the project work if such changes do not increase the Requesting Party's cost obligation under the applicable work order.
- 4.3.9. The Providing Party will not approve any contractor claims for additional compensation without the Requesting Party's written approval, and the execution of a proper amendment to the applicable work order when necessary. The Local Government will tender the processing and defense of any such claims to the State upon the State's request.
- 4.3.10. The Local Government must coordinate all trunk highway work affecting any utilities with the State's Utilities Office.
- 4.3.11. The Providing Party must coordinate all necessary detours with the Requesting Party.
- 4.3.12. If the Local Government is the Providing Party, and there is work performed on the trunk highway right-of-way, the following will apply:
- 4.3.12.1 The Local Government will have a permit to perform the work on the trunk highway. The State may revoke this permit if the work is not being performed in a safe, proper and skillful manner, or if the contractor is violating the terms of any law, regulation, or permit applicable to the work. The State will have no

liability to the Local Government, or its contractor, if work is suspended or stopped due to any such condition or concern.

- 4.3.12.2 The Local Government will require its contractor to conduct all traffic control in accordance with the Minnesota Manual on Uniform Traffic Control Devices.
- 4.3.12.3 The Local Government will require its contractor to comply with the terms of all permits issued for the project including, but not limited to, NPDES and other environmental permits.
- 4.3.12.4 All improvements constructed on the State's right-of-way will become the property of the State.

## 5. **Responsibilities of the Requesting Party**

- 5.1. After authorizing the Providing Party to begin work, the Requesting Party will furnish any data or material in its possession relating to the project that may be of use to the Providing Party in performing the work.
- 5.2. All such data furnished to the Providing Party will remain the property of the Requesting Party and will be promptly returned upon the Requesting Party's request or upon the expiration or termination of this contract (subject to data retention requirements of the Minnesota Government Data Practices Act and other applicable law).
- 5.3. The Providing Party will analyze all such data furnished by the Requesting Party. If the Providing Party finds any such data to be incorrect or incomplete, the Providing Party will bring the facts to the attention of the Requesting Party before proceeding with the part of the project affected. The Providing Party will investigate the matter, and if it finds that such data is incorrect or incomplete, it will promptly determine a method for furnishing corrected data. Delay in furnishing data will not be considered justification for an adjustment in compensation.
- 5.4. The State will provide to the Local Government copies of any Trunk Highway fund clauses to be included in the bid solicitation and will provide any required Trunk Highway fund provisions to be included in the Proposal for Highway Construction, that are different from those required for State Aid construction.
- 5.5. The Requesting Party will perform final reviews and/or inspections of its portion of the project work. If the work is found to have been completed in accordance with the work order contract, the Requesting Party will promptly release any remaining funds due the Providing Party for the Project(s).
- 5.6. The work order contracts may include additional responsibilities to be completed by the Requesting Party.

## 6. **Time**

In the performance of project work under a work order contract, time is of the essence.

## 7. **Consideration and Payment**

- 7.1. **Consideration.** The Requesting Party will pay the Providing Party as specified in the work order. The State's normal and customary labor additives will apply to work performed by the State, unless otherwise specified in the work order. The State's normal and customary labor additives will not apply if the parties agree to a "lump sum" or "unit rate" payment.
- 7.2. **State's Maximum Obligation.** The total compensation to be paid by the State to the Local Government under all work order contracts issued pursuant to this Master Contract will not exceed \$50,000.00.

7.3. **Travel Expenses.** It is anticipated that all travel expenses will be included in the base cost of the Providing Party's services, and unless otherwise specifically set forth in an applicable work order, the Providing Party will not be separately reimbursed for travel and subsistence expenses incurred by the Providing Party in performing any work order contract. In those cases where the State agrees to reimburse travel expenses, such expenses will be reimbursed in the same manner and in no greater amount than provided in the current "MnDOT Travel Regulations" a copy of which is on file with and available from the MnDOT District Office. The Local Government will not be reimbursed for travel and subsistence expenses incurred outside of Minnesota unless it has received the State's prior written approval for such travel.

7.4. **Payment.**

7.4.1. **Generally.** The *Requesting Party* will pay the Providing Party as specified in the applicable work order, and will make prompt payment in accordance with Minnesota law.

7.4.2. **Payment by the Local Government.**

7.4.2.1. The Local Government will make payment to the order of the Commissioner of Transportation.

7.4.2.2. **IMPORTANT NOTE: PAYMENT MUST REFERENCE THE "MNDOT CONTRACT NUMBER" SHOWN ON THE FACE PAGE OF THIS CONTRACT AND THE "INVOICE NUMBER" ON THE INVOICE RECEIVED FROM MNDOT.**

7.4.2.3. Remit payment to the address below:

MnDOT  
Attn: Cash Accounting  
RE: MnDOT Contract Number 02487 and Invoice Number #####  
(See note in 7.4.2.2. above.)  
Mail Stop 215  
395 John Ireland Blvd  
St. Paul, MN 55155

7.4.3. **Payment by the State.**

7.4.3.1. **Generally.** The State will promptly pay the Local Government after the Local Government presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted as specified in the applicable work order, but no more frequently than monthly.

7.4.3.2. **Retainage for Professional and Technical Services.** For work orders for professional and technical services, as required by Minn. Stat. § 16C.08, subd. 5(b), no more than 90 percent of the amount due under any work order contract may be paid until the final product of the work order contract has been reviewed by the State's authorized representative. The balance due will be paid when the State's authorized representative determines that the Local Government has satisfactorily fulfilled all the terms of the work order contract.

8. **Conditions of Payment**

All work performed by the Providing Party under a work order contract must be performed to the Requesting Party's satisfaction, as determined at the sole and reasonable discretion of the Requesting Party's Authorized Representative and in accordance with all applicable federal and state laws, rules, and



regulations. The Providing Party will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal or state law.

**9. Local Government's Authorized Representative and Project Manager; Authority to Execute Work Order Contracts**

9.1. The Local Government's Authorized Representative for administering this master contract is the Local Government's Engineer, and the Engineer has the responsibility to monitor the Local Government's performance. The Local Government's Authorized Representative is also authorized to execute work order contracts on behalf of the Local Government without approval of each proposed work order contract by its governing body.

9.2. The Local Government's Project Manager will be identified in each work order contract.

**10. State's Authorized Representative and Project Manager**

10.1. The State's Authorized Representative for this master contract is the District State Aid Engineer, who has the responsibility to monitor the State's performance.

10.2. The State's Project Manager will be identified in each work order contract.

**11. Assignment, Amendments, Waiver, and Contract Complete**

11.1. *Assignment.* Neither party may assign or transfer any rights or obligations under this Master Contract or any work order contract without the prior consent of the other and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this Master Contract, or their successors in office.

11.2. *Amendments.* Any amendment to this master contract or any work order contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original contract, or their successors in office.

11.3. *Waiver.* If a party fails to enforce any provision of this master contract or any work order contract, that failure does not waive the provision or the party's right to subsequently enforce it.

11.4. *Contract Complete.* This master contract and any work order contract contain all negotiations and agreements between the State and the Local Government. No other understanding regarding this master contract or any work order contract issued hereunder, whether written or oral may be used to bind either party.

**12. Liability.**

Each party will be responsible for its own acts and omissions to the extent provided by law. The Local Government's liability is governed by Minnesota Statutes chapter 466 and other applicable law. The State's liability is governed by Minnesota Statutes section 3.736 and other applicable law. This clause will not be construed to bar any legal remedies a party may have for the other party's failure to fulfill its obligations under this master contract or any work order contract. Neither party agrees to assume any environmental liability on behalf of the other party. A Providing Party under any work order is acting only as a "Contractor" to the Requesting Party, as the term "Contractor" is defined in Minnesota Statutes §115B.03 (subd. 10), and is entitled to the protections afforded to a "Contractor" by the Minnesota Environmental Response and Liability Act. The parties specifically intend that Minnesota Statutes §471.59 subdivision 1a will apply to any work undertaken under this Master Contract and any work order issued hereunder.

**13. State Audits**

Under Minn. Stat. § 16C.05, subd. 5, the party's books, records, documents, and accounting procedures and practices relevant to any work order contract are subject to examination by the parties and by the

State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Master Contract.

#### 14. Government Data Practices and Intellectual Property

14.1. **Government Data Practices.** The Local Government and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Master Contract and any work order contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Local Government under this Master Contract and any work order contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Local Government or the State.

#### 14.2. Intellectual Property Rights

14.2.1. **Intellectual Property Rights.** The Requesting Party will own all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under work order contracts. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Providing Party, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this master contract or any work order contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Providing Party, its employees, agents, or contractors, in the performance of a work order contract. The Documents will be the exclusive property of the Requesting Party and all such Documents must be immediately returned to the Requesting Party by the Providing Party upon completion or cancellation of the work order contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Providing Party Government assigns all right, title, and interest it may have in the Works and the Documents to the Requesting Party. The Providing Party must, at the request of the Requesting Party, execute all papers and perform all other acts necessary to transfer or record the Requesting Party's ownership interest in the Works and Documents. Notwithstanding the foregoing, the Requesting Party grants the Providing Party an irrevocable and royalty-free license to use such intellectual for its own non-commercial purposes, including dissemination to political subdivisions of the state of Minnesota and to transportation-related agencies such as the American Association of State Highway and Transportation Officials.

#### 14.2.2. Obligations with Respect to Intellectual Property.

14.2.2.1. **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Providing Party, including its employees and subcontractors, in the performance of the work order contract, the Providing Party will immediately give the Requesting Party's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.

14.2.2.2. **Representation.** The Providing Party must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and

Documents are the sole property of the Requesting Party, and that neither Providing Party nor its employees, agents or contractors retain any interest in and to the Works and Documents.

## 15. Affirmative Action

The State intends to carry out its responsibility for requiring affirmative action by its Contractors, pursuant to Minnesota Statutes §363A.36. Pursuant to that Statute, the Local Government is encouraged to prepare and implement an affirmative action plan for the employment of minority persons, women, and the qualified disabled, and submit such plan to the Commissioner of the Minnesota Department of Human Rights. In addition, when the Local Government lets a contract for the performance of work under a work order issued pursuant to this Master Contract, it must include the following in the bid or proposal solicitation and any contracts awarded as a result thereof:

- 15.1. **Covered Contracts and Contractors.** If the Contract exceeds \$100,000 and the Contractor employed more than 40 full-time employees on a single working day during the previous 12 months in Minnesota or in the state where it has its principle place of business, then the Contractor must comply with the requirements of Minn. Stat. § 363A.36 and Minn. R. Parts 5000.3400-5000.3600. A Contractor covered by Minn. Stat. § 363A.36 because it employed more than 40 full-time employees in another state and does not have a certificate of compliance, must certify that it is in compliance with federal affirmative action requirements.
- 15.2. **Minn. Stat. § 363A.36.** Minn. Stat. § 363A.36 requires the Contractor to have an affirmative action plan for the employment of minority persons, women, and qualified disabled individuals approved by the Minnesota Commissioner of Human Rights ("Commissioner") as indicated by a certificate of compliance. The law addresses suspension or revocation of a certificate of compliance and contract consequences in that event. A contract awarded without a certificate of compliance may be voided.
- 15.3. **Minn. R. Parts 5000.3400-5000.3600.**
  - 15.3.1. **General.** Minn. R. Parts 5000.3400-5000.3600 implement Minn. Stat. § 363A.36. These rules include, but are not limited to, criteria for contents, approval, and implementation of affirmative action plans; procedures for issuing certificates of compliance and criteria for determining a contractor's compliance status; procedures for addressing deficiencies, sanctions, and notice and hearing; annual compliance reports; procedures for compliance review; and contract consequences for non-compliance. The specific criteria for approval or rejection of an affirmative action plan are contained in various provisions of Minn. R. Parts 5000.3400-5000.3600 including, but not limited to, parts 5000.3420-5000.3500 and 5000.3552-5000.3559.
  - 15.3.2. **Disabled Workers.** The Contractor must comply with the following affirmative action requirements for disabled workers:
    - 15.3.2.1. The Contractor must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

- 15.3.2.2. The Contractor agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 15.3.2.3. In the event of the Contractor's noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with Minnesota Statutes Section 363A.36, and the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act.
- 15.3.2.4. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices must state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified disabled employees and applicants for employment, and the rights of applicants and employees.
- 15.3.2.5. The Contractor must notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the Contractor is bound by the terms of Minnesota Statutes Section 363A.36, of the Minnesota Human Rights Act and is committed to take affirmative action to employ and advance in employment physically and mentally disabled persons.
- 15.3.3. *Consequences.* The consequences for the Contractor's failure to implement its affirmative action plan or make a good faith effort to do so include, but are not limited to, suspension or revocation of a certificate of compliance by the Commissioner, refusal by the Commissioner to approve subsequent plans, and termination of all or part of this contract by the Commissioner or the State.
- 15.3.4. *Certification.* The Contractor hereby certifies that it is in compliance with the requirements of Minn. Stat. § 363.073 and Minn. R. Parts 5000.3400-5000.3600 and is aware of the consequences for noncompliance.

## 16. Workers' Compensation

Each party will be responsible for its own employees for any workers compensation claims. This Master Contract, and any work orders issued hereunder, are not intended to constitute an interchange of government employees under Minnesota Statutes §15.53. To the extent that this Master Contract, or any work order issued hereunder, is determined to be subject to Minnesota Statutes §15.53, such statute will control to the extent of any conflict between the Contract and the statute.

## 17. Publicity

- 17.1. *Publicity.* Any publicity regarding the subject matter of a work order contract where the State is the Requesting Party must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Local Government individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from a work order contract.
- 17.2. *Data Practices Act.* Section 17.1 is not intended to override the Local Government's responsibilities under the Minnesota Government Data Practices Act.

## 18. Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this master contract and all work order contracts. Venue for all legal proceedings out of this master contract or any work order contracts, or the breach of any such contracts, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**19. Prompt Payment; Payment to Subcontractors**

The parties must make prompt payment of their obligations in accordance with applicable law. As required by Minn. Stat. § 16A.1245, when the Local Government lets a contract for work pursuant to any work order, the Local Government must require its contractor to pay all subcontractors, less any retainage, within 10 calendar days of the prime contractor's receipt of payment from the Local Government for undisputed services provided by the subcontractor(s) and must pay interest at the rate of one and one-half percent per month or any part of a month to the subcontractor(s) on any undisputed amount not paid on time to the subcontractor(s).

- 20. Minn. Stat. § 181.59.** The Local Government will comply with the provisions of Minn. Stat. § 181.59 which requires: Every contract for or on behalf of the state of Minnesota, or any county, city, town, township, school, school district, or any other district in the state, for materials, supplies, or construction shall contain provisions by which the Contractor agrees: (1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no contractor, material supplier, or vendor, shall, by reason of race, creed, or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; (2) That no contractor, material supplier, or vendor, shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause (1) of this section, or on being hired, prevent, or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, or color; (3) That a violation of this section is a misdemeanor; and (4) That this contract may be canceled or terminated by the state, county, city, town, school board, or any other person authorized to grant the contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this contract.

**21. Termination; Suspension**

- 21.1. **Termination by the State for Convenience.** The State or commissioner of Administration may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.2. **Termination by the Local Government for Convenience.** The Local Government may cancel this Master Contract and any work order contracts at any time, with or without cause, upon 30 days written notice to the State. Upon termination, the Local Government and the State will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 21.3. **Termination for Insufficient Funding.** The State may immediately terminate or suspend this Master Contract and any work order contract if it does not obtain funding from the Minnesota legislature or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination or suspension must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination or suspension. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the master contract or work order is terminated because of the decision of the Minnesota legislature

or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

**22. Data Disclosure**

Under Minn. Stat. § 270.66, and other applicable law, the Local Government consents to disclosure of its federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Local Government to file state tax returns and pay delinquent state tax liabilities, if any.

**23. Defense of Claims and Lawsuits**

If any lawsuit or claim is filed by a third party (including but not limited to the Local Government's contractors and subcontractors), arising out of trunk highway work performed pursuant to a valid work order issued under this Master Contract, the Local Government will, at the discretion of and upon the request of the State, tender the defense of such claims to the State or allow the State to participate in the defense of such claims. The Local Government will, however, be solely responsible for defending any lawsuit or claim, or any portion thereof, when the claim or cause of action asserted is based on its own acts or omissions in performing or supervising the work. The Local Government will not purport to represent the State in any litigation, settlement, or alternative dispute resolution process. The State will not be responsible for any judgment entered against the Local Government, and will not be bound by the terms of any settlement entered into by the Local Government except with the written approval of the Attorney General and the Commissioner of Transportation and pursuant to applicable law.

**24. Additional Provisions**

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**LOCAL GOVERNMENT**

The Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable ordinance, resolution, or charter provision.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

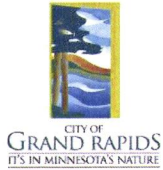
**COMMISSIONER OF TRANSPORTATION**

By: \_\_\_\_\_  
(with delegated authority)  
Title: Division Director  
Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

As delegated to Materials Management Division

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0700      **Version:** 1      **Name:** Park and Recreation Department Employees  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/6/2012      **In control:** Civic Center, Parks & Recreation  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Park and Recreation Department Part Time Employees  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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*Title*  
Park and Recreation Department Part Time Employees

*Body*  
**Background Information:**

The following employee is returning and should have had an hourly rate increase. This increase was inadvertently missed on a previous RCA done by our department.

Ivy Hickerson    Instructor/Lifeguard    Her pay rate can be up to \$10.00 per hour.

The following employee will be hired with the Grand Rapids Park and Recreation Department. These positions are part of the Recreation Program and/or Administrative Budgets. Hours will range differently with each position. Employee do not typically work over 40 hours a week for any of our programs or combined programs.

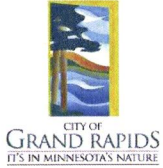
The hourly wage depends upon the different positions employee is asked to perform and can range from minimum wage up to the higher wage listed.

Derek Brink    Warming House Attendant, Aid, Coach, Instructor    \$7.25 to \$9.00 per hour

**Staff Recommendation:**  
Consider approving the pay rate increase as listed above and hiring of the part time employee listed with the Grand Rapids Park and Recreation Department.

**Requested City Council Action**  
Consider approving the pay rate increase as listed above and hiring of the part time employee listed with the Grand Rapids Park and Recreation Department.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0701      **Version:** 1      **Name:** Special Assessment Deferral  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/6/2012      **In control:** Finance  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Consider adopting a resolution approving a request from the property owner of Parcel Identification Number 91-030-4202 to defer assessments for City Project 2011-4 Horseshow/Isleview partial reconstruction in the amount of \$1,762.55 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Resolution-Assessment Deferral 91-030-4202.pdf](#)

Date	Ver.	Action By	Action	Result
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*Title*

Consider adopting a resolution approving a request from the property owner of Parcel Identification Number 91-030-4202 to defer assessments for City Project 2011-4 Horseshow/Isleview partial reconstruction in the amount of \$1,762.55 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

*Body*

**Background Information:**

A request has been received to defer assessments against the owner of property legally described as the North 155 feet of West 314 feet of Lot 6 , Property Identification Number 91-030-4202. Upon reviewing the application, the property owner qualifies for an assessment deferral.

This is for City Project 2011-4 Horseshoe/Isleview Reconstruction.

**Requested City Council Action**

Consider adopting a resolution approving a request from the property owner of Parcel Identification Number 91-030-4202 to defer assessments for City Project 2011-4 Horseshow/Isleview partial reconstruction in the amount of \$1,762.55 and to record this deferment with the Itasca County Recorder with a copy to the Itasca County Auditor.

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

RESOLUTION NO. 12-  
A RESOLUTION TO DEFER ASSESSMENTS LEVIED IN 2012 FOR THE OWNER OF  
PARCEL IDENTIFICATION NUMBER 91-030-4202 FOR CITY PROJECT 2011-4  
HORSESHOE/ISLEVIEW RECONSTRUCTION IN THE AMOUNT OF \$1,762.55

WHEREAS, an application for deferral of special assessments was submitted by Donna Mazzitelli, owner of Parcel Identification Number 91-030-4202, described as the North 155 feet of West 314 feet of Lot 6 there to that were placed against the property in 2012; and

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

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

City Project 2011-4 Horseshoe/Isleview Reconstruction	
Total amount to be deferred:	\$1,762.55

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, to approve the application of Donna Mazzitelli to defer special assessment against above described property, at an interest rate of 2.18% and instruct the City to record this deferment with the Itasca County Recorder with a copy to be submitted to the Itasca County Auditor.

Adopted this 13th day of, November 2012.

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

Attest:

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

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0702      **Version:** 1      **Name:** PW Do-Bid Auction Items  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/6/2012      **In control:** Public Works  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Consider authorizing the Public Works Dept to place the above list of surplus items on the on-line auction site hosted by Oberfoell Auctioneers called Do-Bid.com and authorize staff to delete from the Fixed Asset List.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2012 11-13 Auction Items List](#)

Date	Ver.	Action By	Action	Result
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*Title*

Consider authorizing the Public Works Dept to place the above list of surplus items on the on-line auction site hosted by Oberfoell Auctioneers called Do-Bid.com and authorize staff to delete from the Fixed Asset List.

*Body*

**Background Information:**

On April 9th, 2012, the City Council approved the purchase of a new snow blower for the Itasca County/Grand Rapids Airport. The old one is a 1989 Rolba 1000. We are recommending selling it on Do-Bid.com with a minimum bid. We are also placing a 1986 Chevrolet 2 wheel drive pickup, a turf aerator and other miscellaneous surplus items to be auctioned on Do-Bid.com.

**Requested City Council Action**

Authorize the Public Works Dept to place the above list of surplus items on the on-line auction site hosted by Oberfoell Auctioneers called Do-Bid.com and authorize staff to delete from the Fixed Asset List.

**PW Equipment and Surplus Items to be Auctioned on Do-Bid.com**

<b>Description</b>	<b>Fixed Asset #</b>	<b>Vin/Serial #</b>
1989 Rolba 1000 Snowblower	226-00019	1595B302XL3143005
1986 Chevrolet 2WD Pickup	101-70-0173	1GCC14NXGF356561
Hydro-Tag Aerator	101-70-0245	
Tire Jack for Tandem Tires		
Iron Tool Rack		
Misc Used Tires		



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0704      **Version:** 1      **Name:** PW PT Snow Removal Maint Staff  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/7/2012      **In control:** Public Works  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Consider approving the list of part-time intermittent maintenance workers for the 2012-13 snow removal season.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Listing PT Public Works Employees](#)

Date	Ver.	Action By	Action	Result
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*Title*

Consider approving the list of part-time intermittent maintenance workers for the 2012-13 snow removal season.

*Body*

**Background Information:**

The Public Works Department utilizes part-time intermittent employees to facilitate snow removal during the snow plowing season. These part-time employees are used on an "as needed" basis. Most of the employees on our list are returnees from last year and will earn \$14.25 per hour. Start date effective 11-13-12 through 4-30-13. This is a budgeted item.

**Requested City Council Action**

Approve the Public Works part-time intermittent maintenance worker list for the 2012-13 snow removal season.

### **Public Works PT Snow Removal List 2012-2013**

Baird, Bruce	\$14.25/hr	11-14-12 thru 4-30-13
Eklin, Gene	\$14.25/hr	11-14-12 thru 4-30-13
Hausladen, Gary	\$14.25/hr	11-14-12 thru 4-30-13
Holmgren, Toby	\$14.25/hr	11-14-12 thru 4-30-13
Istvanovich, Andy	\$14.25/hr	11-14-12 thru 4-30-13
Maas, Bryan	\$14.25/hr	11-14-12 thru 4-30-13
Martinetto, Jim	\$14.25/hr	11-14-12 thru 4-30-13
Perrington, Cory	\$14.25/hr	11-14-12 thru 4-30-13
Pitts, Tom	\$14.25/hr	11-14-12 thru 4-30-13
Plagemann, Greg	\$14.25/hr	11-14-12 thru 4-30-13
Rosier, Paul	\$14.25/hr	11-14-12 thru 4-30-13



CITY OF  
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IT'S IN MINNESOTA'S NATURE

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0706      **Version:** 2      **Name:** LOST AP CHECK  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/7/2012      **In control:** Finance  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Void lost Account payable check #110151, issue a new check and waiving bond requirements for check issued to Waste Management in the amount of \$604.98.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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*Title*

Void lost Account payable check #110151, issue a new check and waiving bond requirements for check issued to Waste Management in the amount of \$604.98.

*Body*

**Background Information:**

Accounts payable check #110151 issued to Waste Management on August 27, 2012 is lost. Waste Management has completed an Affidavit of lost check.

**Requested City Council Action**

Consider voiding Account payable check #110151, issuing a new check and waiving bond requirements for check issued to Waste Management in the amount of \$604.98.



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 12-0707      **Version:** 1      **Name:** Itasca Calvary Cemetery Rate Changes  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/7/2012      **In control:** Public Works  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Consider approving the rate increases for services at the Itasca Calvary Cemetery.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2012 11-13 Cemetery Rate Changes](#)

Date	Ver.	Action By	Action	Result
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*Title*

Consider approving the rate increases for services at the Itasca Calvary Cemetery.

*Body*

**Background Information:**

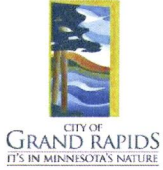
On October 17th, 2012, the Policy and Ordinance Review Committee discussed and supported the changes to the Itasca Calvary Cemetery rates. These rate increases have been studied and also discussed with both Rowe and Libbey Funeral Homes. The new rates will be effective for all services scheduled after January 1, 2013, see attachment.

**Requested City Council Action**

Approve the rate increases for services at the Itasca Calvary Cemetery.



<b>Itasca Calvary Cemetery Rate Changes</b>				
<b>Standard Grave</b>	<b>Current Resident</b>	<b>Non-Resident</b>	<b>Proposed Resident</b>	<b>Non-Resident</b>
Grave Site	\$185.00	\$335.00	\$250.00	\$500.00
Interment/Grave Excavation	\$250.00	\$250.00	\$500.00	\$500.00
Interment <i>(after hours &amp; Saturdays)</i>	\$350.00	\$350.00	\$700.00	\$700.00
Interment <i>(holidays &amp; Sundays)</i>	\$510.00	\$510.00	\$1,000.00	\$1,000.00
Disinterment	\$410.00	\$410.00	\$1,250.00	\$1,250.00
Re-Interment	\$250.00	\$250.00	\$500.00	\$500.00
<b>Cremains</b>				
Grave Site	\$185.00	\$335.00		
Interment	\$60.00	\$60.00	\$100.00	\$100.00
Interment <i>(after hours, weekends &amp; holidays)</i>	\$135.00	\$135.00	\$150.00	\$150.00
Disinterment <i>(Winter)</i>				
Disinterment	\$60.00	\$60.00	\$150.00	\$150.00
<b>Infants</b>				
1/4 Grave	\$95.00	\$155.00	\$190.00	\$310.00
Interment	\$85.00	\$85.00	\$170.00	\$170.00
Interment <i>(after hours, weekends, &amp; holidays)</i>	\$135.00	\$135.00	\$270.00	\$270.00
Disinterment	\$185.00	\$185.00	\$350.00	\$350.00
<b>Setting Fee</b>				
Single	\$10.00	\$10.00	\$50.00	\$50.00
Double	\$20.00	\$20.00	\$70.00	\$70.00
<b>Forms</b>				
2" Border	\$30.00	\$30.00	\$50.00	\$75.00
4" Border	\$50.00	\$50.00	\$70.00	\$100.00
<b>Military</b>	<i>VA designates price</i>			



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0708      **Version:** 1      **Name:** Itasca Calvary Cemetery Regulations Update  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/7/2012      **In control:** Public Works  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Consider approving the updated Itasca Calvary Cemetery Rules and Regulations.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2012 11-13 Cemetery Regulations](#)

Date	Ver.	Action By	Action	Result
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*Title*

Consider approving the updated Itasca Calvary Cemetery Rules and Regulations.

*Body*

**Background Information:**

On October 17th, the Policy and Ordinance Review Committee discussed and supported the updated list of Regulations for the Itasca Calvary Cemetery. They were last updated on April 5th, 1983. These regulations will be effective as of January 1, 2013 and they will allow maintenance at the cemetery to operate more uniformly and efficiently.

**Requested City Council Action**

Approve the updated Itasca Calvary Cemetery Rules and Regulations.

# ITASCA CALVARY CEMETERY REGULATIONS

To obtain uniformity and efficiency in maintenance, the following rules will be in effect for Itasca-Calvary Cemetery as of 1/1/2013. Last updated 4/5/1983.

1. All interments shall be pre-arranged with Cemetery Sexton (24 hour notice May 1<sup>st</sup> - October 31<sup>st</sup> and 48 hour notice November 1<sup>st</sup> - April 30<sup>th</sup>)
2. There shall be no planting of shrubs, trees, etc; on graves. Any existing trees that are already on lots, should they die or be a hazard, shall be removed.
3. Any flowers planted shall be within 12" from the front of headstone and must not be wider than the headstone. All flower boxes shall be removed by September 15<sup>th</sup>; after that cemetery personnel will remove same and will not be held responsible for boxes.
4. It will be permissible to have one flower box by a monument or one box may be placed on a foot marker, providing it does not exceed the actual marker size.
5. All flowers must be removed from lots two weeks after Memorial Day, unless they are placed in conformance with rule #4. It is not the responsibility of cemetery personnel to maintain artificial flower boxes. Two weeks following Memorial Day all artificial flower boxes that are damaged or windblown will be discarded.
6. Anyone wishing to do any work other than trimming grass on their lots must first consult the Cemetery Sexton.
7. No graves or lots shall be raised above ground level.
8. No vehicles are to drive in or on the aisles except cemetery equipment when necessary.
9. No glass vases or containers allowed.
10. If weeds or grass grow taller than flowers, real or artificial, they will be removed by the cemetery personnel. Any planters, should the plant die, will be emptied.
11. Shepherd hooks must be placed next to headstone or next to stone out of the way. Cemetery personnel will not be responsible for any shepherd hooks left over the winter.
12. All grave decorations must be removed by September 15<sup>th</sup>. Grave sites can be redecorated after November 1<sup>st</sup>.
13. All markers shall be set by or under supervision of the Cemetery Sexton.
14. All markers shall be set at ground level.
15. There shall be no cement curbs placed around lots.
16. There shall be no concrete footings placed after October 1<sup>st</sup>.
17. There shall be no markers set after October 15<sup>th</sup>.
18. No markers shall be placed on *any* lots by any monument company or individual without first consulting the Cemetery Sexton.



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0713      **Version:** 1      **Name:** Accepting a \$1000.00 dollar grant from Enbridge Inc.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/8/2012      **In control:** Police  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Request by the Police Department to adopt a resolution accepting a \$1000.00 dollar grant from Enbridge Inc.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [PD Enbridge Res](#)

Date	Ver.	Action By	Action	Result
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*Title*

Request by the Police Department to adopt a resolution accepting a \$1000.00 dollar grant from Enbridge Inc.

*Body*

**Background Information:**

At the September 10, 2012 City Council Meeting, the Police Department was authorized to apply for an Enbridge Safe Community Grant. The Grand Rapids Police Department was recently notified that it will be receiving a \$1000.00 dollar grant.

This grant is intended to help organizations improve their on-scene responding capabilities for first responder groups that might respond to an Enbridge incident.

The police department will be using the Enbridge funding to purchase in-car card swipes and printers. The use of this equipment would increase the officers' ability to quickly identify individuals and print critical information for dissemination.

**Requested City Council Action**

Consider adopting a resolution accepting a \$1000.00 grant from Enbridge Inc. and authorize the Mayor to sign the attached resolution.

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

RESOLUTION NO. 12-

A RESOLUTION ACCEPTING A \$1,000 DONATION FROM THE ENBRIDGE SAFE  
COMMUNITY GRANT FOR THE GRAND RAPIDS POLICE DEPARTMENT TO  
PURCHASE IN-CAR CARD SWIPES AND PRINTERS

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

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

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

- The Grand Rapids Police Department received a grant from Enbridge Inc. in the amount of \$1,000 to be used to purchase in-car card swipes and printers.

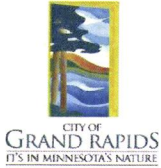
Adopted this 13th day of November, 2012

\_\_\_\_\_  
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 #:** 12-0714      **Version:** 2      **Name:**  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/8/2012      **In control:** Community Development  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Consider adopting a resolution accepting a grant from IRRRB for demolition and hazardous material abatement costs associated with the redevelopment of the former St. Josephs School/Church site and transferring the grant proceeds to GREDA for contracting and project administration, and further to authorize the Mayor and City Administrator's execution of the grant agreement.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [resolution accepting \\$41K IRRRB commercial red. grant.pdf](#)  
[IRRRB Grant Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
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### *Title*

Consider adopting a resolution accepting a grant from IRRRB for demolition and hazardous material abatement costs associated with the redevelopment of the former St. Josephs School/Church site and transferring the grant proceeds to GREDA for contracting and project administration, and further to authorize the Mayor and City Administrator's execution of the grant agreement.

### *Body*

#### **Background Information:**

The City of Grand Rapids was previously awarded a grant of \$250,000 to partially fund the estimated \$420,000 cost of removing buildings and hazardous materials allowing for the proposed development of the Grandview Terrace Apartment project at the former St. Josephs site. As with all redevelopment projects, the cost of site preparation including demolition and asbestos removal, creates a market imperfection that cannot be overcome without grants and other forms of public financial assistance. The purchase agreement between the developer, Innovative Companies, which was executed on October 3rd, looks for funding amounting to 2/3rds the estimated demolition cost through the IRRRB Commercial Redevelopment Grant Program. The City Council previously gave authorization to staff to apply for an additional \$41,000 to reach a total of 2/3rds the estimated cost. This request was approved by IRRRB and staff is now requesting the City Council approve the grant agreement, which is attached.

#### **Requested City Council Action**

Consider adopting a resolution accepting a grant from IRRRB for demolition and hazardous material abatement costs associated with the redevelopment of the former St. Josephs School/Church site and transferring the grant proceeds to GREDA for contracting and project administration, and further to authorize the Mayor and City Administrator's execution of the grant agreement.

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

RESOLUTION NO. 12-

A RESOLUTION ACCEPTING A \$41,000 GRANT FROM THE IRON RANGE RESOURCES AND REHABILITATION BOARD FOR COMMERCIAL DEMOLITION AND TRANSFERRING THE FUNDS TO THE GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY FOR ADMINISTRATION AND DISTRIBUTION

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:

- Accept a \$41,000 grant from the Iron Range Resources and Rehabilitation Board for commercial demolition and hazardous material abatement involving three vacant structures at the site of the former St. Josephs School/Church, and
- Transfer the funds to the Grand Rapids Economic Development Authority for administration and distribution of funds

Adopted this 13th day of November, 2012

---

Dale C. Adams, Mayor

Attest:

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Kimberly Johnson-Gibeau, City Clerk

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

Approved: (Initials)

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**STATE OF MINNESOTA  
GRANT AGREEMENT**

<b>PO ID</b> 3000001418	<b>PO Date</b> 9-6-12	<b>Approval Date</b>	<b>Fiscal Year</b> 2013	<b>Grant Award</b> \$41,000.00
<b>Vendor ID</b> 0000195352	<b>Fund</b> 2370	<b>Fin Dept ID</b> B4335310	<b>Approp ID</b> B43TCPR	<b>Account</b> 441352

**THIS GRANT**, which shall be interpreted pursuant to the laws of the State of Minnesota between the State of Minnesota, acting through its Office of the Commissioner of Iron Range Resources and Rehabilitation Board (hereinafter STATE) and **City of Grand Rapids, Attn: Rob Mattei, 420 N. Pokegama Avenue, Grand Rapids, MN 55744** (hereinafter GRANTEE), witnesseth that:

WHEREAS, the STATE, pursuant to Minnesota Statutes 298, Section(s) .223 is empowered to fund local economic development projects including the construction of water and sewer systems, and other public works located within the Taconite Assistance Area defined in M.S. 273.1341.

AND WHEREAS, the Iron Range Resources and Rehabilitation Board (IRRRB) Commissioner has determined that the completion of this project will support those purposes.

AND WHEREAS GRANTEE represents that it is duly qualified and willing to perform the services set forth herein,

NOW, THEREFORE, it is agreed:

**I. GRANTEE'S DUTIES** (Attach additional page if necessary). GRANTEE, who is not a state employee, shall:

Use the Office of the Commissioner of the Iron Range Resources and Rehabilitation Board monies provided for demolition and removal of materials and site work for the church, parochial school and rectory site to make way for a 36-unit market rate apartment building.

Expenses eligible for reimbursement under the terms of this Agreement will be those incurred since Commissioner's approval on August 30, 2012, for demolition and removal of materials, environmental cleanup, site improvements, professional services and other costs associated with the completion of the project.

IRRRB monies will not be released until the agency has received a copy of the deed from the developer showing the ownership of the property, a copy of, if applicable, the MPCA Intent to Perform a Demolition form, Utilities Disconnect form, assurance of hazardous waste removal, project bids and commitment letters for the matching funds.

The applicant will submit a final report to the IRRRB and a site visit may be conducted upon completion of the project.

NOTE: Grantee agrees to perform the above duties in accordance with the plans and specifications in grantee's application which is incorporated into this Agreement and kept on file in the Office of the Commissioner of Iron Range Resources and Rehabilitation Board, and in accordance with the policies as stated in the Grant application manual.

**II. CONSIDERATION AND TERMS OF PAYMENT**

A. Consideration for all services performed and goods or materials supplied by GRANTEE pursuant to this grant shall be paid by the STATE as follows:

1. Compensation shall be consistent with the N/A Budget, which is incorporated into and made a part of this Agreement, and attached hereto as Exhibit N/A.
2. The total obligation of the STATE for all compensation and reimbursements to GRANTEE shall not exceed **Forty One Thousand and no/100** dollars **(\$41,000.00)**.

B. Terms of Payment

1. Reimbursement shall be one initial cash advance of N/A.
2. Payments shall be made by the STATE promptly after GRANTEE'S presentation of invoices for services performed and acceptance of such services by the STATE'S authorized agent pursuant to Clause VI. Invoices shall be submitted in a form prescribed by the STATE and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.



- III. **CONDITIONS OF PAYMENT.** All services provided by GRANTEE pursuant to this grant shall be performed to the satisfaction of the STATE, as determined in the sole discretion of its authorized agent, and in accord with all applicable federal, state and local laws, ordinances, Board resolutions, rules and regulations. GRANTEE shall not receive payment for work found by the STATE to be unsatisfactory or performed in violation of federal, state or local law, ordinance rule or regulation.
- IV. **TERM OF GRANT.** This grant shall be effective upon execution by required parties or upon such date as it is executed as to encumbrance by the IRRRB Fiscal Agent, whichever occurs later, and shall remain in effect until **December 31, 2013**, or until all obligations set forth in this Agreement have been satisfactorily fulfilled, whichever occurs first.
- V. **CANCELLATION.** This Agreement may be canceled by the STATE or GRANTEE if the project is not undertaken or carried out as proposed by Grantee in its application, upon thirty (30) days written notice to the other party. In the event of such a cancellation, GRANTEE shall be entitled to payment, determined on a pro rata basis, for work or services satisfactorily performed, and, GRANTEE shall return to the STATE any unexpended, unobligated funds which were advanced to the GRANTEE by the STATE for the purposes of this Agreement.
- VI. **STATE'S AUTHORIZED AGENT.** The STATE'S authorized agent for the purposes of administration of this grant is the Commissioner or the Deputy Commissioner of the State Agency or Department who shall have final authority for acceptance of GRANTEE'S services.
- VII. **ASSIGNMENT.** GRANTEE shall neither assign nor transfer any rights or obligations under this grant without the prior written consent of the STATE.
- VIII. **AMENDMENTS.** Any amendments to this grant shall be in writing.
- IX. **LIABILITY.** GRANTEE agrees to indemnify and save and hold the STATE, its agents and employees harmless from any and all claims or causes of action arising from the performance of this grant by GRANTEE or GRANTEE'S agents or employees. This clause shall not be construed to bar any legal remedies GRANTEE may have for the STATE'S failure to fulfill its obligations pursuant to this grant.
- X. **STATE AUDITS.** The books, records, documents, and accounting procedures, and practices of the GRANTEE relevant to this grant shall be subject to examination by the STATE and the legislative auditor. Records shall be maintained by the GRANTEE for a minimum of six years from the grant end date.
- XI. **GOVERNMENT DATA PRACTICES.** The GRANTEE and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement except for business plans, development agreements and related business exhibits, which are private by law. The civil remedies of Min. Stat. §13.08 apply to the release of the data referred to in this clause by either the GRANTEE or the State.
- XII. **OWNERSHIP OF DOCUMENTS.** (Complete this section and list conditions and documents when this provision is applicable).
- XIII. **OTHER PROVISIONS.** (Attach additional page if necessary):
- A. If applicable, bid tabulations will be required for the project and a copy submitted to state contact person.
  - B. The records or reports resulting from the work under this grant may be released for public inspection, and both parties shall have the privilege of publishing the reports; provided that publications by either party shall contain a statement of the cooperative relations between the parties hereto.
  - C. Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minnesota Statutes §181.59 (Non-discrimination); Minnesota Statutes §116J.871 and §177.43 (Prevailing Wages); Minnesota Statutes §574.26 (Payment and Performance Bonds); Minnesota Statutes §363A.36 (Certificate of Compliance for private entities); and Minnesota Statutes §116L.66 (Job Listings for grants of \$200,000 or more to any private entity). American's with Disabilities Act 42 U.S.C.A. Sect. 12101.
  - D. This grant is governed by the provisions in Minnesota Statutes §16B.97 and .98.
  - E. **State contact person for this grant is Jim Plummer.**  
**Phone: 218-735-3032; Fax: 218-735-3046.**

IN WITNESS WHEREOF, the parties have caused this grant to be duly executed intending to be bound thereby.

APPROVED:

**1. GRANTEE:**

(If a corporation, two corporate officers must execute.)

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

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

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

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

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

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

**2. STATE AGENCY OR DEPARTMENT:**

By: \_\_\_\_\_  
ANTHONY SERTICH

Title: **COMMISSIONER**

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

Or

By: \_\_\_\_\_  
STEVE PETERSON

Title: **EXECUTIVE DIRECTOR OF DEVELOPMENT**

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

**3. IRRRB FISCAL AGENT:**

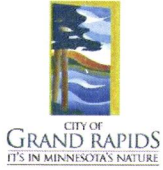
By: \_\_\_\_\_  
BOB J. SCUFFY, JR.

Title: **ACCOUNTING OFFICER, SR.**

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

HAUSERSIGRANTS\GRANTS\COMMERCIAL REDEV PROGRAM FY13\GRAND RAPIDS,  
CITY OF(CHURCH,SCHOOL) DOC





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0716      **Version:** 1      **Name:** Completion of Introductory Period for Police Officers Jeremy Nelson and Timothy Dirkes.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/8/2012      **In control:** Administration  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Completion of Introductory Period for Police Officers Jeremy Nelson and Timothy Dirkes.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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*Title*

Completion of Introductory Period for Police Officers Jeremy Nelson and Timothy Dirkes.

*Body*

**Background Information:**

Police Officers Jeremy Nelson and Timothy Dirkes were hired on 10/24/2011 and 11/8/2011 respectively. An "End of Introductory Period Employee Progress Review" was completed by Police Chief Jim Denny for both officers. It has been determined that Jeremy and Timothy have met the requirements in all areas evaluated.

**Staff Recommendation:**

It is the recommendation of Police Chief Jim Denny and Human Resources Director Lynn DeGrio, that Officers Nelson and Dirkes be given permanent status in light of their performance during the past year.

**Requested City Council Action**

Consider granting permanent status to Police Officers Jeremy Nelson and Timothy Dirkes effective October 24, 2012 and November 8, 2012 respectively.



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0722      **Version:** 1      **Name:** Conc. Hire-Olson, Kaitlyn  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/8/2012      **In control:** Civic Center, Parks & Recreation  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Approve the hiring of a temporary employee with the IRA Civic Center and Grand Rapids Sports Complex beginning November 14, 2012.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
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**Title**

Approve the hiring of a temporary employee with the IRA Civic Center and Grand Rapids Sports Complex beginning November 14, 2012.

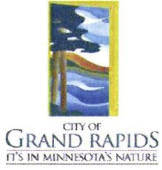
**Body**

**Background Information:**

Kaitlyn Olson will be hired to work at the IRA Civic Center and Grand Rapids Sports Complex starting at \$7.25 an hour as a concession worker. She will be an additional employee to those who currently work at the IRA Civic Center and Grand Rapids Sports Complex. This expense is covered in the 2012 budget.

**Requested City Council Action**

Consider approving the hiring of a temporary employee with the IRA Civic Center and Grand Rapids Sports Complex beginning November 14, 2012.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0720      **Version:** 1      **Name:** Waiving the statutory tort liability to the extent of the coverage purchased.  
**Type:** Agenda Item      **Status:** Consent Agenda  
**File created:** 11/8/2012      **In control:** Administration  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Waiving the statutory tort liability to the extent of the coverage purchased.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Liability Coverage Waiver Form](#)

Date	Ver.	Action By	Action	Result
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### *Title*

Waiving the statutory tort liability to the extent of the coverage purchased.

### *Body*

#### **Background Information:**

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

#### **Staff Recommendation:**

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

#### **Requested City Council Action**

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

**SECTION I: LIABILITY COVERAGE WAIVER FORM**

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

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

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

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

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

Check one:

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

Date of city council meeting November 13, 2012

Signature \_\_\_\_\_ Position Mayor

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0721      **Version:** 1      **Name:** Authorize Mayor to sign Acknowledgement of insurance placement that is not subject to the protection and benefit of the state insurance guaranty associations.

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

**File created:** 11/8/2012      **In control:** Administration

**On agenda:** 11/13/2012      **Final action:**

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

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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*Title*

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

*Body*

**Background Information:**

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

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

The **maximum amount** the Minnesota Insurance Guaranty Association will pay in regard to a claim under all policies issued by the same insurer **is limited to \$300,000.**

Also, the protection provided by the Guaranty Association is not a substitute for using care in selecting insurance companies that are well managed and financially stable. In selecting an insurance company or policy, you should not rely on protection by the Guaranty Association.

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

**Staff Recommendation:**

**Requested City Council Action**



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



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 12-0715      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Department Head Report  
**File created:** 11/8/2012      **In control:** Administration  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Pokegama Golf Course - Bob Cahill, Director of Golf

**Sponsors:**

**Indexes:**

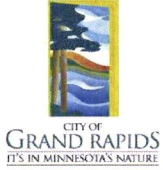
**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
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Title

Pokegama Golf Course - Bob Cahill, Director of Golf



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0697      **Version:** 1      **Name:** CSAH 23 Municipal Consent  
**Type:** Agenda Item      **Status:** Engineering  
**File created:** 11/2/2012      **In control:** Engineering  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** A resolution authorizing municipal consent to proposed improvements on CSAH 23 (Golf Course Road).  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [11-13-12 Preliminary Plan CSAH 23.pdf](#)  
[11-13-12 Resolution CSAH 23 Municipal Consent.pdf](#)  
[11-13-12 Resolution CSAH 23 No Parking.pdf](#)

Date	Ver.	Action By	Action	Result
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*Title*

A resolution authorizing municipal consent to proposed improvements on CSAH 23 (Golf Course Road).

*Body*

**Background Information:**

In 2008 a study of the traffic on the Golf Course Road was done. Two public meetings were held at SW Elementary School to discuss traffic and pedestrian concerns. Direct mailings were sent to property owners 1/4 mile north and south of the project corridor inviting them to the public meetings. Speed of vehicles, pedestrian safety, and safe vehicular access on/off of Golf Course Road where the key items identified from the public input. As a result of that study the following recommendations were made and are being implemented.

1. A three lane configuration which will include a center turn lane and 4' shoulders (5.5' including pan of curb) is proposed from Hwy 169 to 14<sup>th</sup> Avenue. Three lane configurations have proven to reduce rear end vehicle crashes and reduce vehicle speeds by up to 5 mph. This change is a result of the increasing traffic volumes and turning movements on this portion of the road. This change results in the removal of the bike/pedestrian lanes and results in the need for sidewalks. Sidewalks are planned for both sides of the road from Hwy 169 to the hospital roundabout and then on the south side of the road to CSAH 76. No sidewalk is being planned beyond CSAH 76. No changes are planned for the lane configuration from 14<sup>th</sup> Avenue to the Golf Course.

2. The traffic volumes on the Golf Course Road are such that it is difficult for a pedestrian to cross the entire width of the roadway in a safe manner. The need to create a safe location for pedestrians to cross resulted in the decision to close 6<sup>th</sup> Avenue and install a raised center median on the Golf Course Road. This raised median reduces the pedestrians lane crossing distance from 48 feet to 17.5 feet and will provide a safe stopping point for pedestrians to wait for a gap in traffic to cross the remainder of the road. The raised median also constricts the flow of vehicles and forces them to reduce speed.

3. Intersection control was evaluated as a part of this study and the intersection of CSAH 76 and Isleview Road was identified as being in need of improved traffic control. In the short term, stop signs have been

installed to improve the control at this intersection. A roundabout is planned for this intersection to provide a safer way to move the anticipated increase in traffic over the next years. With the existing roundabouts, the City and County have recognized huge safety improvements with limited or no reported accidents or medical call outs. This is due to the reduction in accident opportunities being reduced from 32 in a tradition stop sign intersection to 8 in a roundabout. Roundabouts also slow down vehicular speeds and reduce gas consumption and carbon emissions by limiting vehicle accelerations.

Preliminary plans are attached for reference. Because the County State Aid Highway is located within the City, the City must pass a resolution consenting to the proposed improvements. In addition the City must also pass a resolution consenting to the formal removal of parking on the street. Both resolutions are attached.

**Staff Recommendation:**

City staff is recommending the approval of both resolutions consenting to the proposed improvements on CSAH 23 and removing parking from the street. Staff is recommending this because the proposed improvements best address the needs and concerns of the public as identified in the public meetings.

**Requested City Council Action**

Consider two resolutions related to CSAH 23. The first resolution is consenting to the proposed improvements and the second resolution consents to the removal of on-street parking on CSAH 23.

PLANS SYMBOLS

- STATE LINE
  - COUNTY LINE
  - TOWNSHIP OR RANGE LINE
  - SECTION LINE
  - QUARTER LINE
  - SECTION LINE
  - RIGHT-OF-WAY LINE
  - PROPERTY RIGHT-OF-WAY LINE
  - CONTROL OF ACCESS LINE
  - PROPERTY LINE (Except Land Use)
  - PAVED PLATED PROPERTY
  - CORNER OR CITY LIMITS
  - TRAIL CENTER LINE
  - REMAINING RAILROAD
  - RAILROAD RIGHT-OF-WAY LINE
  - WEEK OR CROSS
  - DRY RUN
  - IRREGULAR BENCH
  - DRUM TILE
  - COLLENT
  - ROOF MET
  - GUARD RAIL
  - BARBED WIRE FENCE
  - WOODEN WIRE FENCE
  - CHAIN LINK FENCE
  - RAILROAD SNOW FENCE
  - STONE WALL OR FENCE
  - WEDGE
  - RAILROAD CROSSING SIGN
  - RAILROAD CROSSING SIGN
  - ELECTRIC WARNING SIGN
  - CROSSING GATE
  - NEWSPR CORNER
  - SPRING
  - WASH
  - TURKEY
  - CRICHOUD
  - BRUSH
  - MURKERY
  - CATCH BASIN
  - FIRE HYDRANT
  - CATTLE GUARD
  - UNDERPASS (Highway Over)
  - UNDERPASS (Highway Under)
  - BRIDGE
  - BUILDING (See Slab Frame)
  - F-FRAME
  - S-STEEL
  - H-BOX
  - ST-STEEL
  - IRON PIPE OR ROD
  - MONUMENT (STONE, CONCRETE, OR METAL)
  - WOODEN PILE
  - GRAVEL PIT
  - WOODEN PIT
  - ROCK QUARRY
  - SLOPE EXHAUSTION
- UTILITIES SYMBOLS
- POWER POLE LINE
  - TELEPHONE OR TELEGRAPH POLE LINE
  - JOINT TELEPHONE AND POWER OR POWER POLES OR TELEPHONE POLES
  - ANCHOR
  - STEEL POWER
  - STREET LIGHT
  - PRESTRESS TELEPHONE CABLE TERMINAL
  - GAS MAIN
  - WATER MAIN
  - CONDUIT
  - TELEPHONE CABLE IN CONDUIT
  - ELECTRIC CABLE IN CONDUIT
  - TELEPHONE MANHOLE
  - ELECTRIC MANHOLE
  - BURIED TELEPHONE CABLE
  - BURIED ELECTRIC CABLE
  - REGUL TELEPHONE CABLE
  - SERIAL (SHEATHED OR STRUNG)
  - SERIAL MANHOLE
  - CORR STRIP & BOX
  - GATE VALVE & BOX

# MINNESOTA DEPARTMENT OF TRANSPORTATION ITASCA COUNTY HIGHWAY DEPARTMENT

CONSTRUCTION PLAN FOR BIT. MILLING, STORM SEWER REHABILITATION, CURB & GUTTER, ROUNDABOUT AND BIT. SURFACE

LOCATED ON CSAH 23 BETWEEN TH 169 AND THE POKEGAMA GOLF COURSE (GEOGRAPHIC DESCRIPTION)  
FROM \_\_\_\_\_ TO \_\_\_\_\_ (ITASCA COUNTY SOUTH COORDINATE SYSTEM)

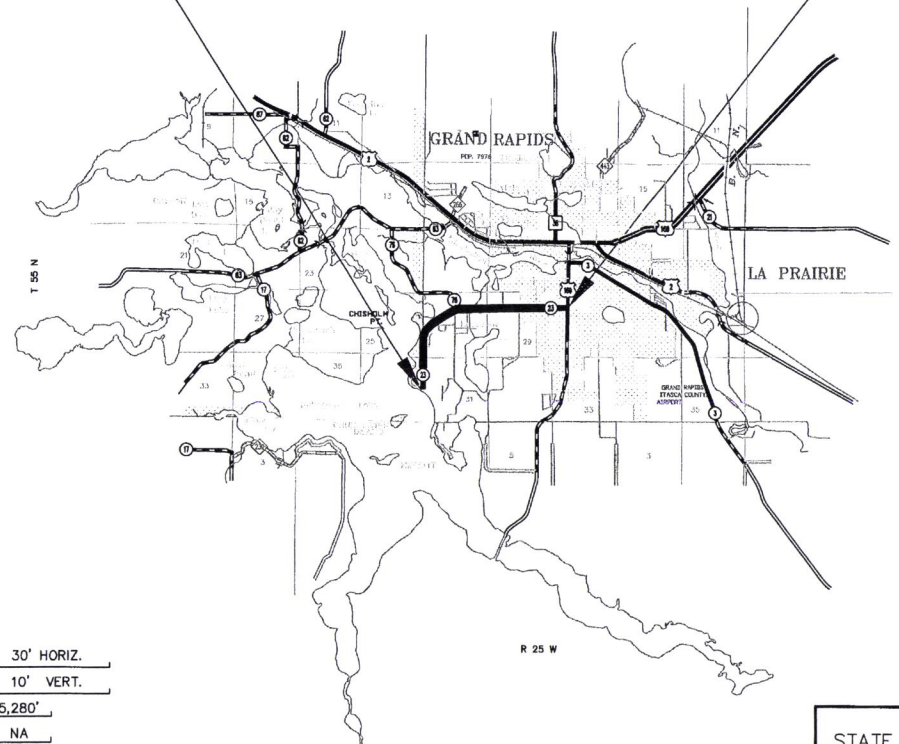
STATE AID PROJ. NO. 031-623-008

GROSS LENGTH 3.068 MILES  
BRIDGES-LENGTH 0 MILES  
EXCEPTIONS-LENGTH N/A MILES  
NET LENGTH 3.068 MILES  
REF. POINT N/A TO REF. POINT N/A

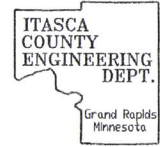
GROSS LENGTH 16200 FEET  
BRIDGES-LENGTH 0 FEET  
EXCEPTIONS-LENGTH N/A FEET  
NET LENGTH 16200 FEET  
REF. POINT N/A TO REF. POINT N/A

STA 0+00  
BEGIN PROJECT S.A.P. 031-623-008

STA 162+00  
END PROJECT S.A.P. 031-623-008



PLAN \_\_\_\_\_ 30' HORIZ.  
PROFILE \_\_\_\_\_ 10' VERT.  
INDEX MAP \_\_\_\_\_ 5,280'  
GENERAL LAYOUT \_\_\_\_\_ NA



MINN. STATE AID PROJ. NO. 031-623-008

GOVERNING SPECIFICATIONS  
THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF  
TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION".

SHEET NO.	DESCRIPTION
X	TITLE SHEET
X	ESTIMATED QUANTITIES, STANDARD PLATES
X & X	TYPICAL SECTIONS
X	QUANTITY TABULATIONS
X	EARTHWORK PLAN
X	STORM SEWER CHART
X & X	TRAFFIC CONTROL
EX-EX	ELECTRICAL PLANS, QUANTITIES, DETAILS
X thur X	EROSION CONTROL DETAILS & PLAN SHEETS
X & X	REMOVAL PLAN
X thur X	PLAN & PROFILE SHEETS
X thur X	CROSS-SECTIONS

THIS PLAN CONTAINS XX SHEETS

DESIGN DESIGNATION - RECONSTRUCTION

N18 20 N/A  
R Value N/A  
ADT(Current Year) 2011 = 7000  
ADT(Projected) 2031 = 7000  
Proj. HCADT = N/A  
Ton Design = N/A  
Functional Class = MAJOR COLLECTOR

Roadway Classification = URBAN  
No. of Traffic Lanes: 3  
No. of Parking Lanes: N/A  
Shoulder Width (This Plan) 4'

Design Speed N/A miles/hr Urban  
Based on N/A Sight Distance  
Height of eye N/A Height of Object N/A  
Design Speed not achieved at: N/A

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

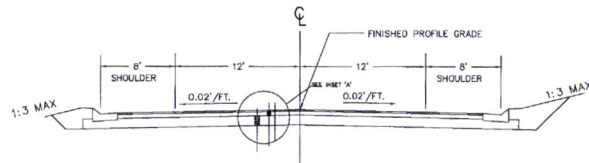
KARIN GRANDIA  
TRANSPORTATION ENGINEER REG. NO. 24035 Date: \_\_\_\_\_

Approved: Itasca County Engineer Date: \_\_\_\_\_

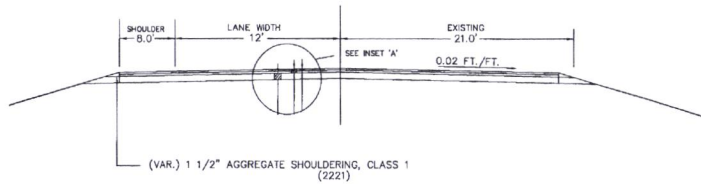
District State Aid Engineer: Reviewed for Compliance with State Aid Rules/Policy Date: \_\_\_\_\_

State Aid Engineer: Approved for State Aid and Federal Aid Funding Date: \_\_\_\_\_

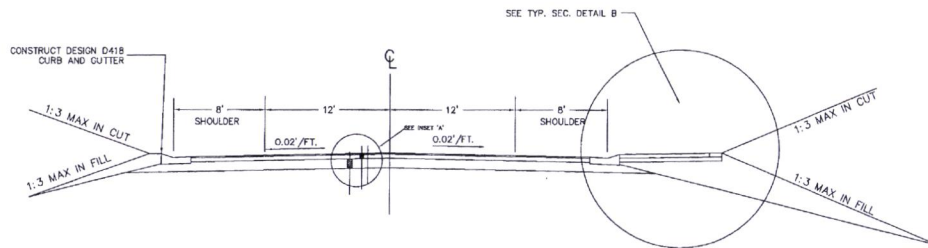
TYPICAL SURFACING DETAIL  
STATIONS 0+00 TO 59+00



TYPICAL SURFACING DETAIL  
STATIONS 59+00 TO 67+60



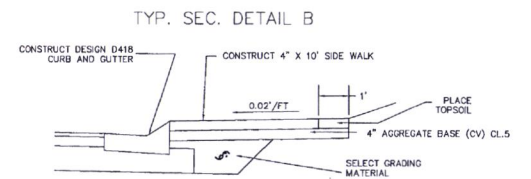
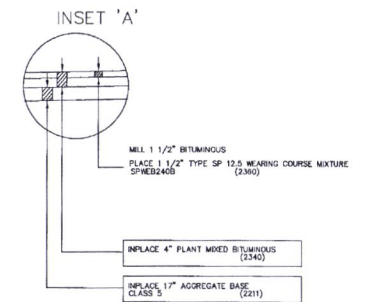
TYPICAL SURFACING DETAIL  
STATIONS 70+50 TO 98+00



CONSTRUCTION NOTES

1. ALL DIMENSIONS ON THE TYPICAL SECTIONS ARE NOMINAL.
2. PLACE TACK COAT (INCIDENTAL) - SPEC. 2357 BETWEEN LAYERS AS REQUIRED.  
APPLICATION RATES: 0.05 GAL./SQ.Y. (REPLACE BITUMINOUS SURFACES)  
0.03 GAL./SQ.Y. (NEW PIMA SURFACES)
3. IN ALL CASES THE ELEVATION SEPARATION BETWEEN THE BITUMINOUS DRIVING SURFACE AND THE ADJACENT SHOULDER SHALL NOT EXCEED 3". AN INTERMEDIATE AGGREGATE SHOULDERING LIFT SHALL BE PLACED AND COMPACTED TO REDUCE SEPARATION AS REQUIRED.

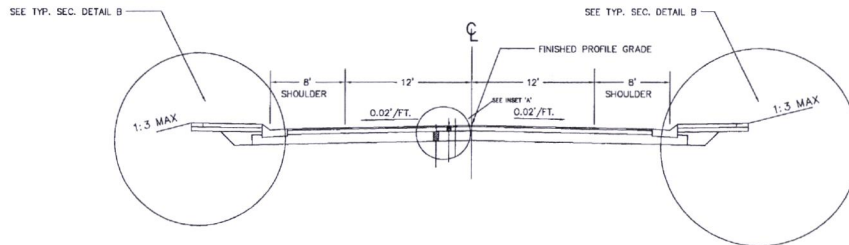
TYPICAL SURFACING DETAILS



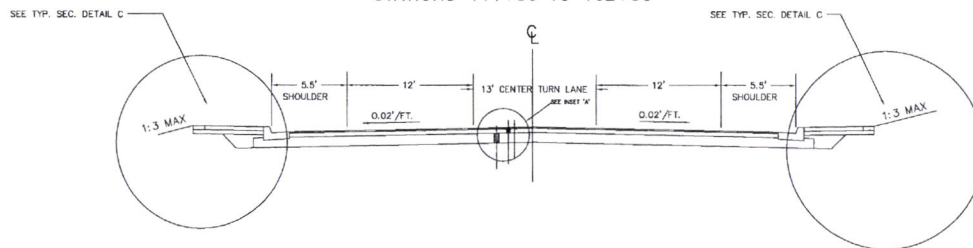
## CONSTRUCTION NOTES

- ALL DIMENSIONS ON THE TYPICAL SECTIONS ARE NOMINAL.
- PLACE TACK COAT (INCIDENTAL) - SPEC. 2357 BETWEEN LAYERS AS REQUIRED.  
APPLICATION RATES: 0.05 GAL./S.Y. (INPLACE BITUMINOUS SURFACES)  
0.03 GAL./S.Y. (NEW HMA SURFACES)
- IN ALL CASES THE ELEVATION SEPARATION BETWEEN THE BITUMINOUS DRIVING SURFACE AND THE ADJACENT SHOULDER SHALL NOT EXCEED 3". AN INTERIM AGGREGATE SHOULDERING LIFT SHALL BE PLACED AND COMPACTED TO REDUCE SEPARATION AS REQUIRED.

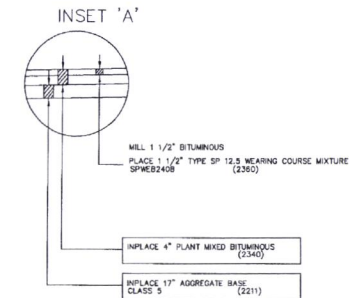
### TYPICAL SURFACING DETAIL STATIONS 100+80 TO 111+00



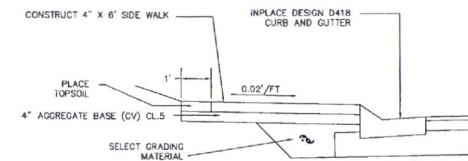
### TYPICAL SURFACING DETAIL STATIONS 111+00 TO 162+00



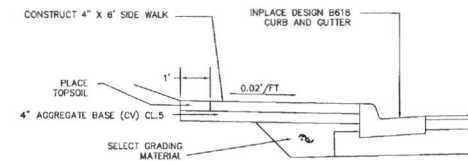
### TYPICAL SECTION DETAIL



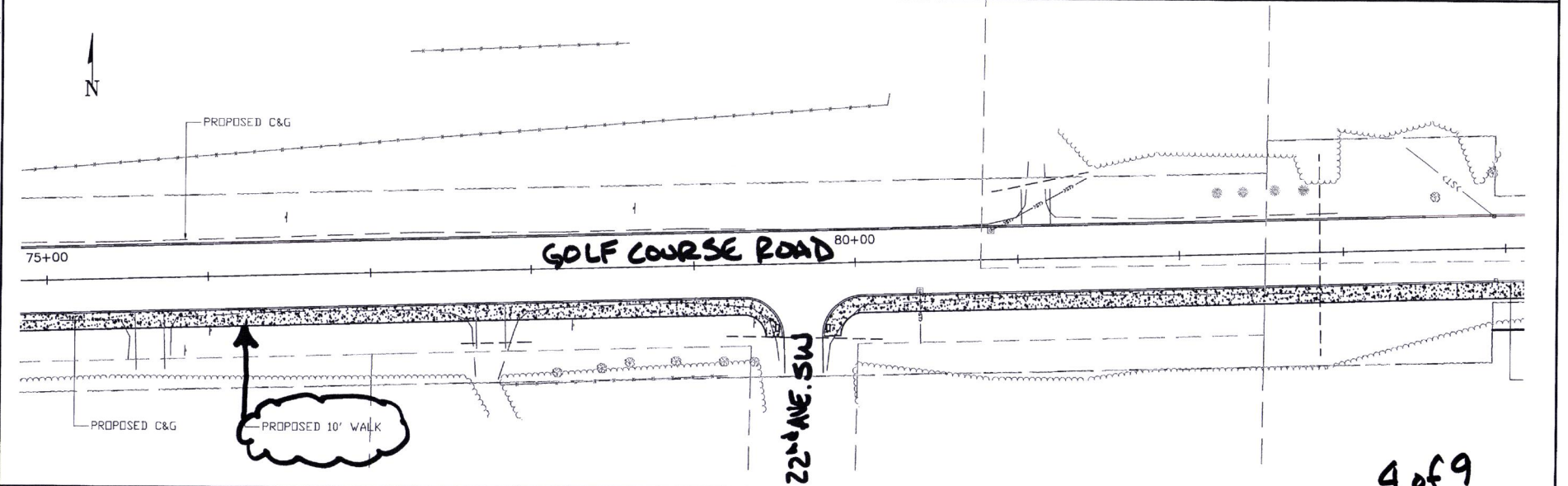
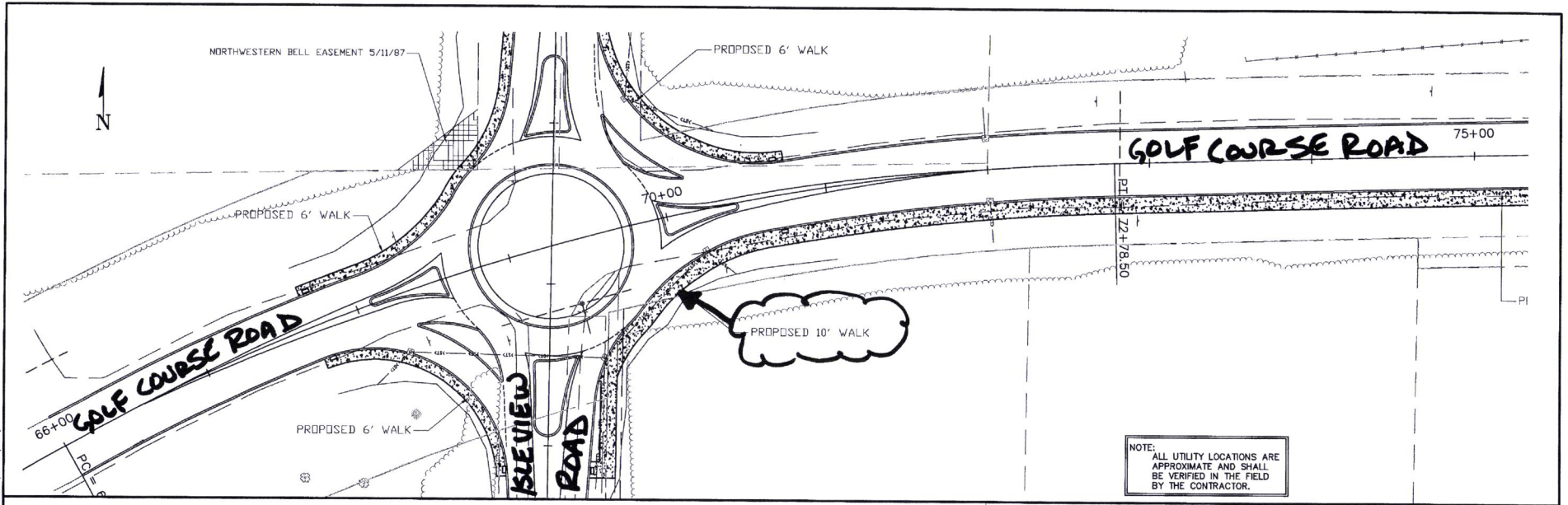
### TYP. SEC. DETAIL B



### TYP. SEC. DETAIL C



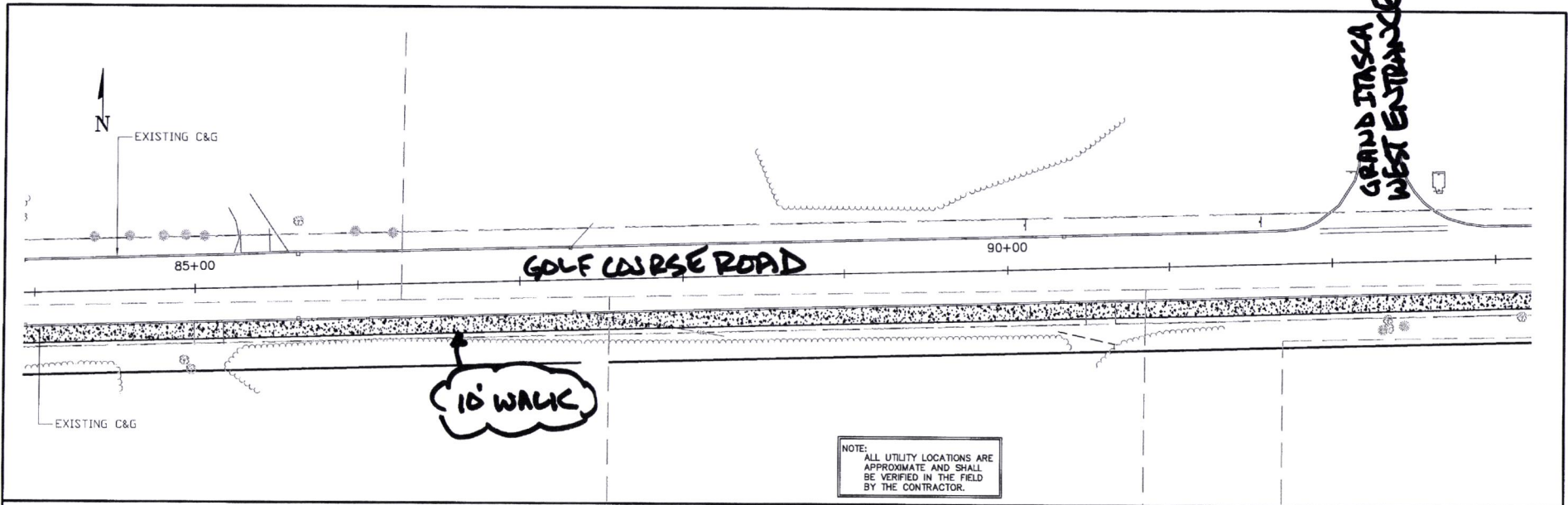
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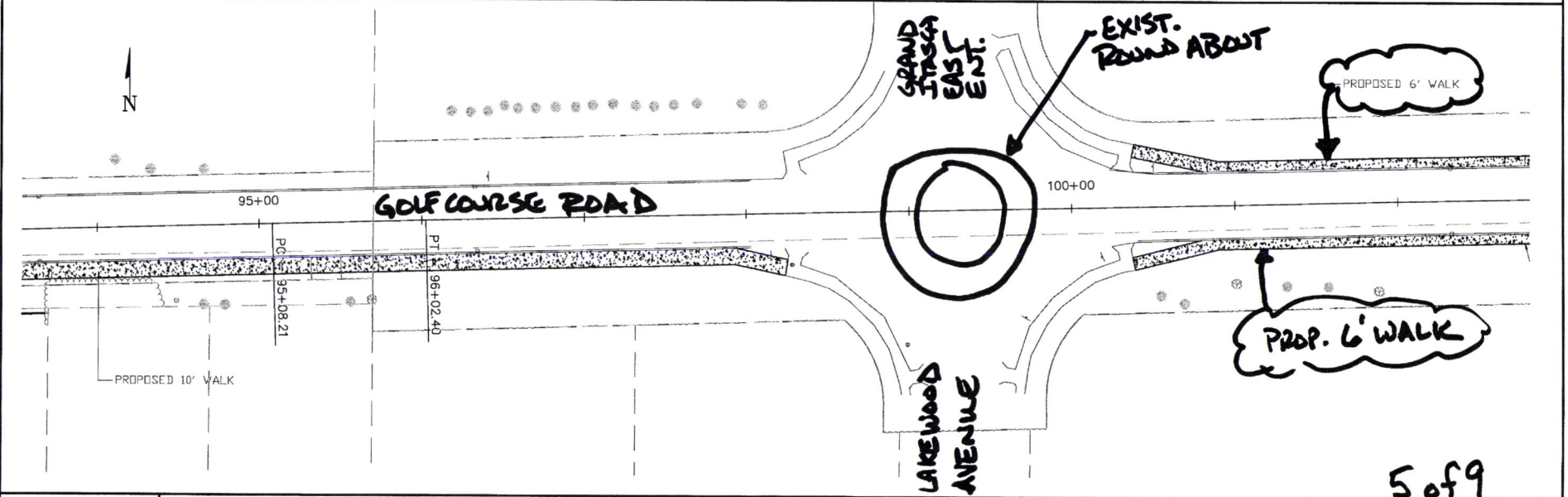
4 of 9



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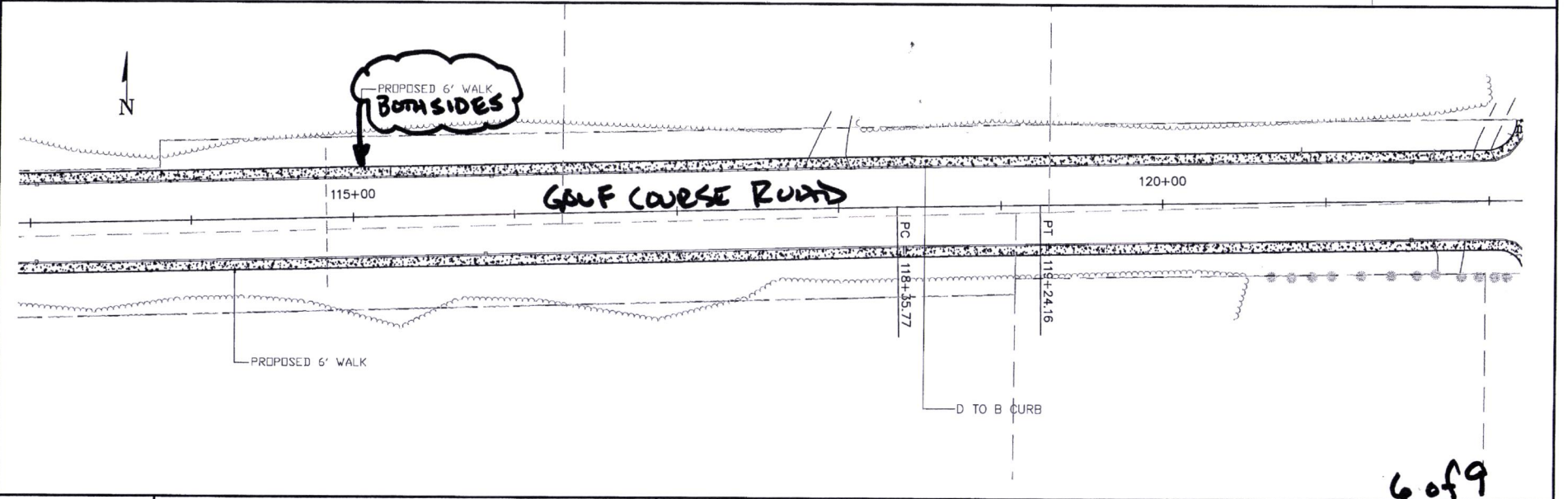
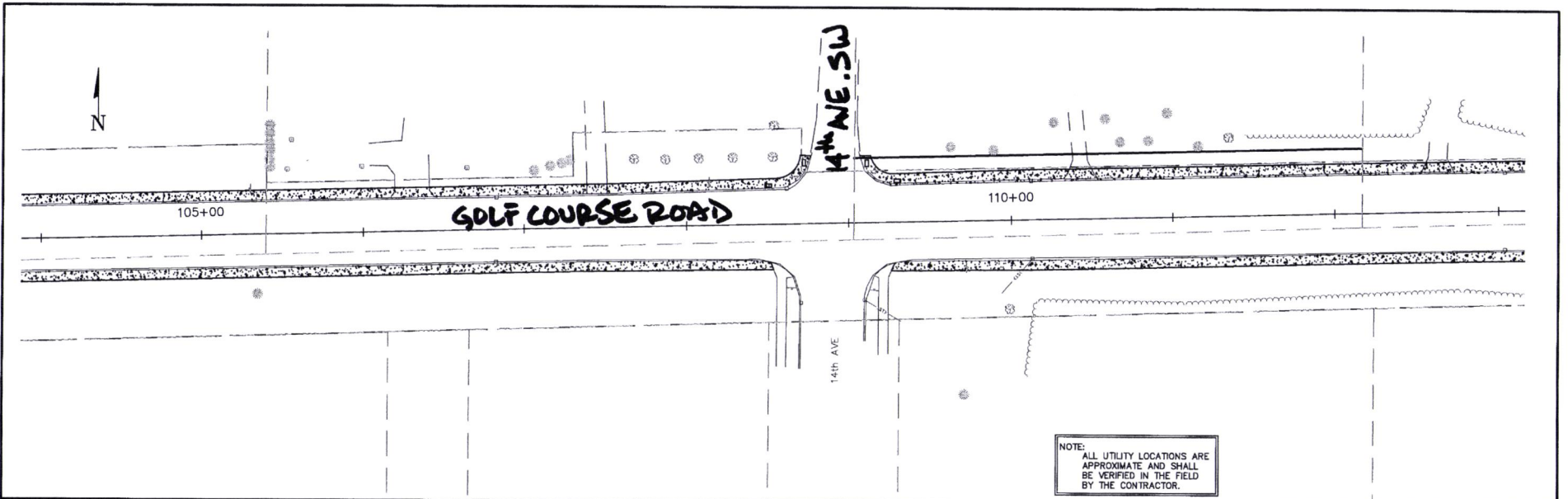


NOTE:  
ALL UTILITY LOCATIONS ARE APPROXIMATE AND SHALL BE VERIFIED IN THE FIELD BY THE CONTRACTOR.



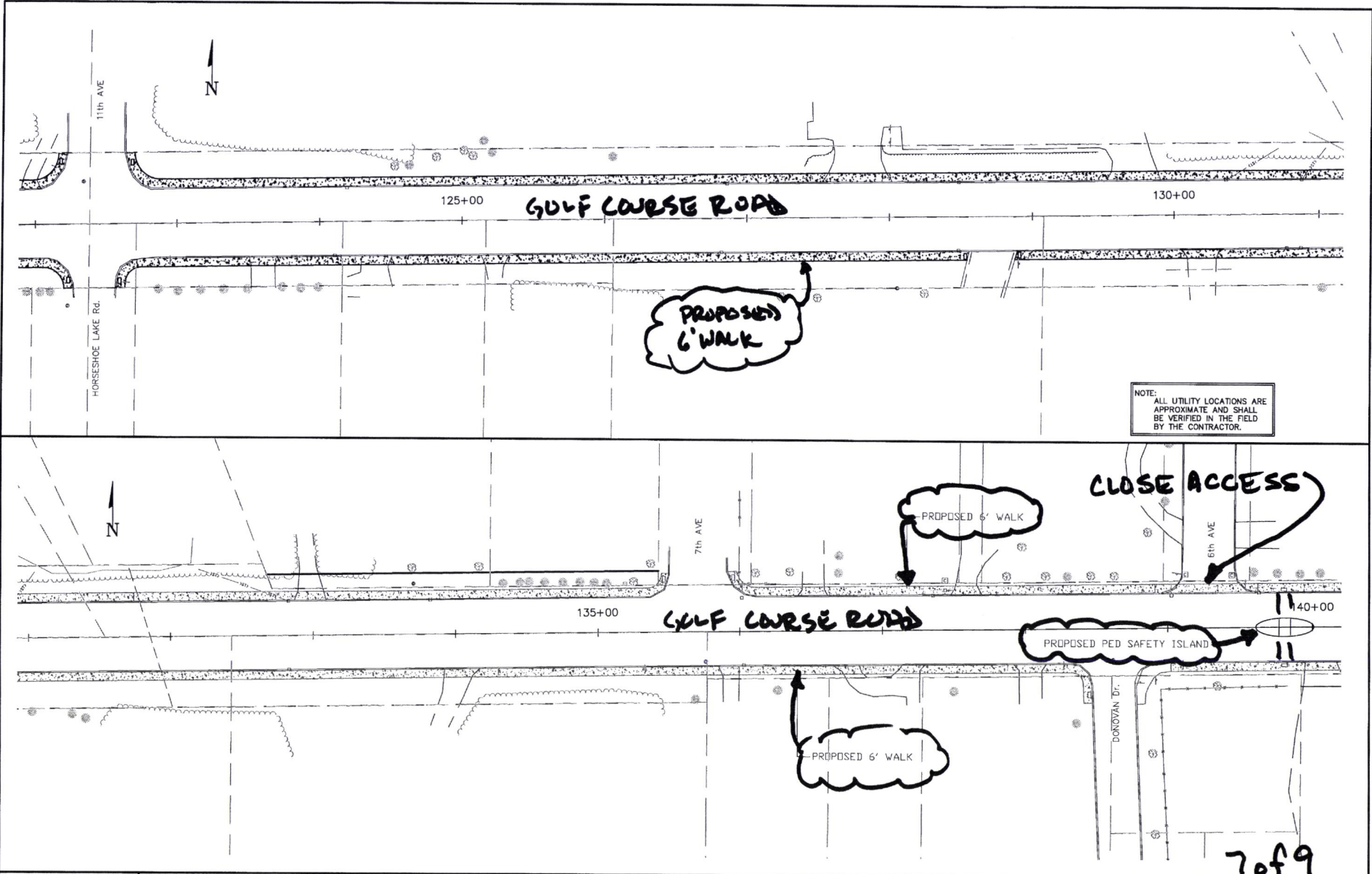
5 of 9

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6 of 9

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NOTE:  
 ALL UTILITY LOCATIONS ARE  
 APPROXIMATE AND SHALL  
 BE VERIFIED IN THE FIELD  
 BY THE CONTRACTOR.

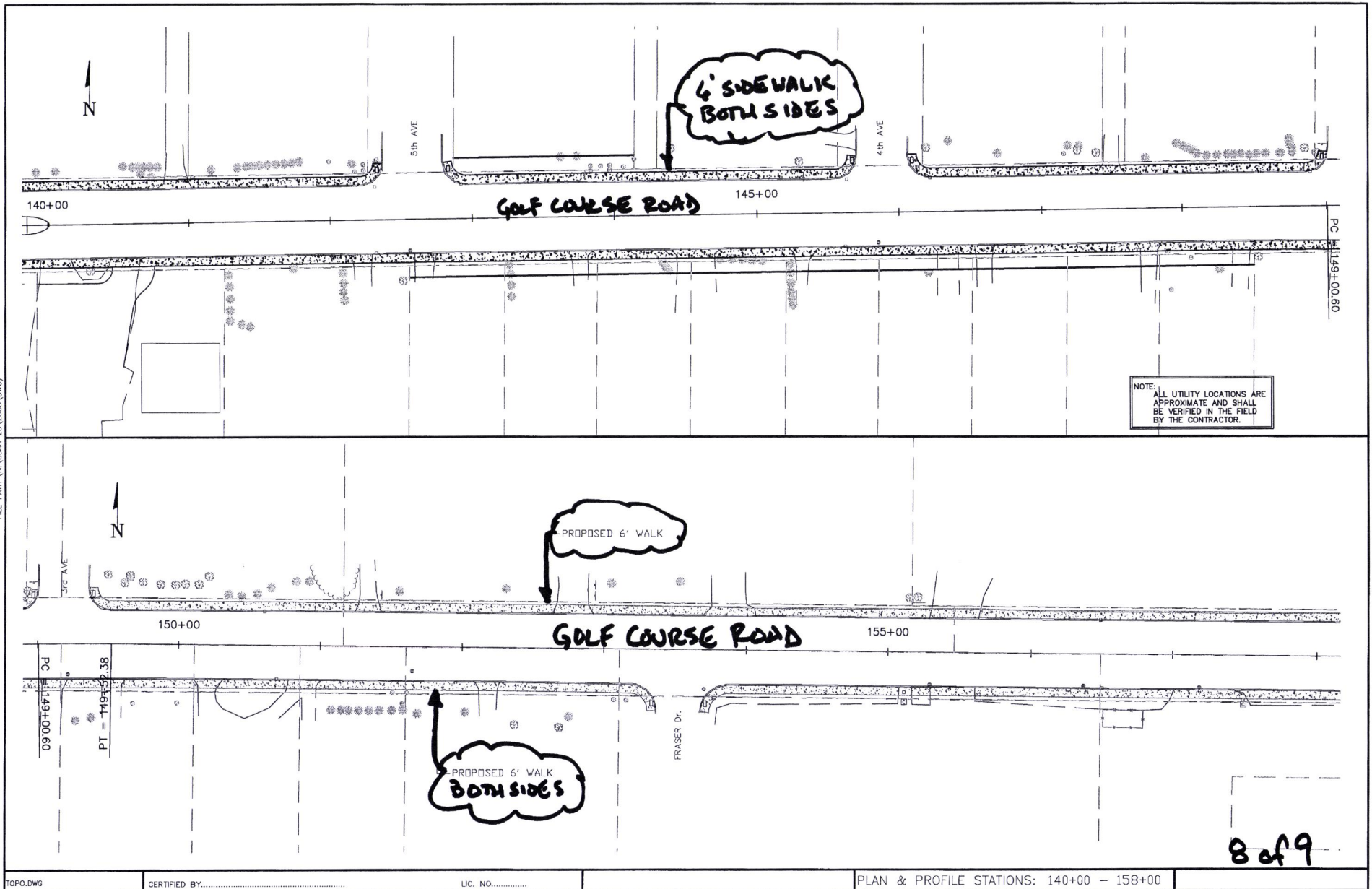
TOPO.DWG

CERTIFIED BY.....

LIC. NO.....

PLAN & PROFILE STATIONS: 122+00 - 140+00

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NOTE:  
 ALL UTILITY LOCATIONS ARE  
 APPROXIMATE AND SHALL  
 BE VERIFIED IN THE FIELD  
 BY THE CONTRACTOR.

FRASER Dr.

8 of 9

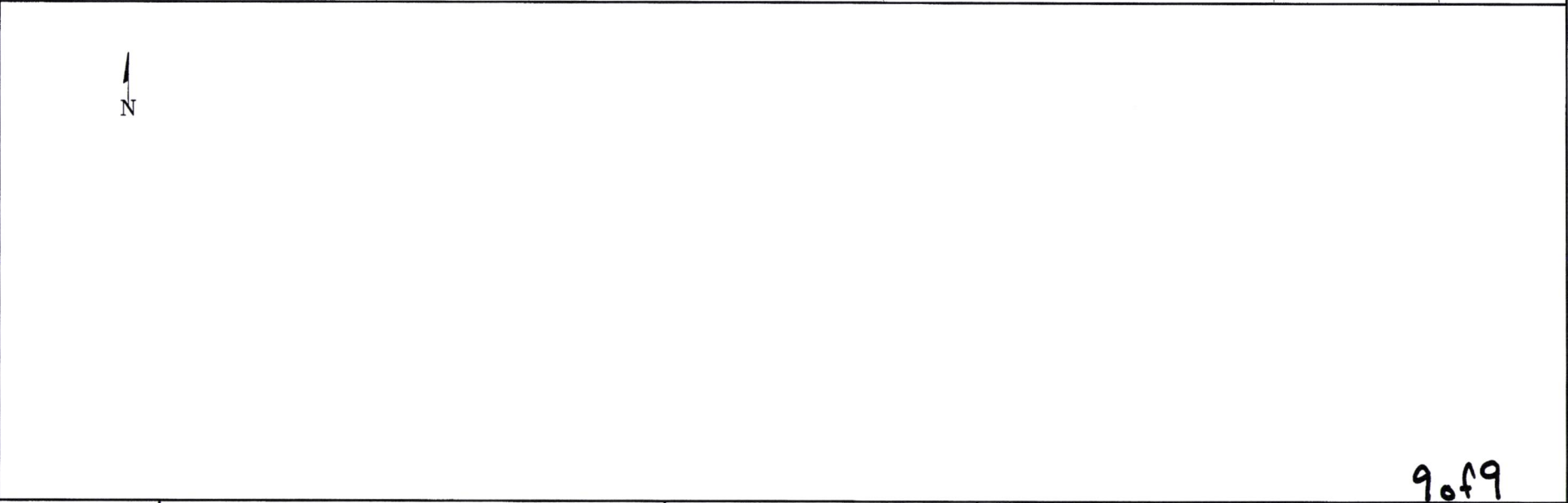
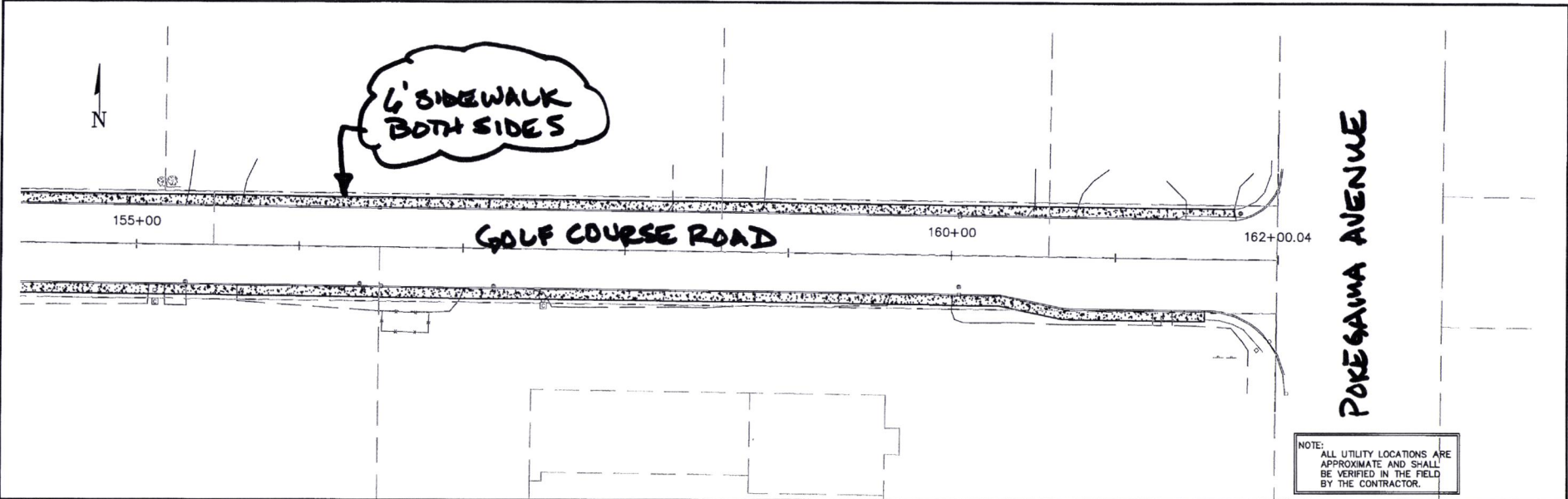
TOPO.DWG

CERTIFIED BY: .....

UC. NO. ....

PLAN & PROFILE STATIONS: 140+00 - 158+00

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9049

**RESOLUTION**

**APPROVING COUNTY PROJECT WITHIN MUNICIPAL CORPORATE LIMITS**

WHEREAS, plans for Project No. S.A.P. 031-623-008 showing proposed alignment, profiles grades and cross-sections for the construction, reconstruction or improvement of County State-Aid Highway No. 23 within the limits of the City of Grand Rapids as a State Aid Project have been prepared and presented to the City.

NOW, THEREFORE, BE IT RESOLVED: That said plans be in all things approved.

Dated this \_\_\_\_\_, day of \_\_\_\_\_,  
20\_\_\_\_.

**CERTIFICATION**

State of Minnesota

County of \_\_\_\_\_

City of \_\_\_\_\_

I hereby certify that the foregoing Resolution is a true and correct copy of a resolution presented to and adopted by the City Council of

\_\_\_\_\_ at a meeting therefore held in the City of \_\_\_\_\_, Minnesota, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, as disclosed by the records of said City in my possession.

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

(Seal)

**PARKING RESTRICTION RESOLUTION**

S.A.P. 031-623-008 from TH 169 to Pokegama Golf Course in the City of Grand Rapids, Minnesota.

WHEREAS, THIS RESOLUTION was passed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by the City of Grand Rapids in Itasca County, Minnesota. The Municipal corporation shall hereinafter be called the "City",

WITNESSETH:

WHEREAS, the "City", has planned the improvement of CSAH 23 from TH 169 to the Pokegama Golf Course in the City of Grand Rapids, Minnesota; and

WHEREAS, State Aid Funds will be expended on the improvements of this Street; and

WHEREAS, a portion of this improvement from Hwy 169 to 14<sup>th</sup> Street does not provide adequate width for parking on both sides of the street; and approval of the proposed construction as a State Aid street project must therefore be conditioned upon certain parking restrictions.

**NOW, THEREFORE, IT IS HEREBY RESOLVED:**

That the "City" shall ban the parking of motor vehicles on CSAH 23 from TH 169 to 14<sup>th</sup> Street at all times.

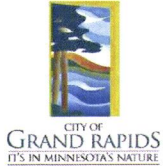
Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**ATTEST:**

City of \_\_\_\_\_, Minnesota.

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

\_\_\_\_\_  
Mayor



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0710      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Fire  
**File created:** 11/7/2012      **In control:** Fire  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Purchase of Gear Lockers for the Fire Department

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Metro Fire Lockers Quote](#)

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

*Title*

Purchase of Gear Lockers for the Fire Department

*Body*

**Background Information:**

The gear lockers in the fire hall have been in need of replacing for some time due to maintenance issues, as these gear lockers were fabricated for the department more than 30 years ago. The personal protective equipment that the firefighters wear today require that the gear is hung properly for drying purposes to maintain its integrity and life span.

The fire department had originally proposed to replace all of the gear lockers at one time under a Capital expenditure for 2013, but would rather utilize funds from the Operating budgets of 2012 and 2013 to purchase replacement sections of lockers as the budgets will allow. The purchase of this section of lockers will replace nearly 1/2 department's existing gear lockers in the fire hall.

Metro Fire is the only vendor who can offer gear lockers that will meet the needs of the department for their gear, and they have been working closely with the department with regards to proper measurements and design.

**Staff Recommendation:**

[Enter Recommendation Here]

**Requested City Council Action**

Consider allowing the Fire Department to purchase a section of replacement gear lockers from Metro Fire in the amount of \$4,184.00 plus any applicable shipping and sales tax.





**PREPARED FOR:**  
**GRAND RAPIDS FIRE DEPARTMENT**

QUANTITY:	DESCRIPTION:	UNIT PRICE:	TOTAL:
1	GEAR GRID MODEL 402402 Two (2) OPENING GEAR STORAGE LOCKER W/O DOORS - 24" WIDE. INCORPORATED INTO THE LEFT SIDE OF THE RUN OF (17) 20" LOCKERS QUOTED BELOW. INCLUDES TWO SHELVES AND THREE APPAREL HOOKS PER LOCKER. RED IN COLOR.	\$478.00	\$478.00
1	GEAR GRID MODEL 402017 SEVENTEEN (17) OPENING GEAR STORAGE LOCKER W/O DOORS - 20" WIDE. INCLUDES TWO SHELVES AND THREE APPAREL HOOKS PER LOCKER. RED IN COLOR.	\$3,706.00	\$3,706.00
	ESTIMATED FREIGHT CHARGES TO ZIP CODE 55744		\$290.00
	MN SALES TAX – 6.875%		\$307.59
		<b>TOTAL:</b>	<b>\$ 4,781.59</b>

*\*Any returns are subject to Metro Fire's return policy\**

*Date of Quotation: 11-07-2012*

*Quote Expires: 30 Days*

*\*Taxes, if Applicable, and Shipping Charges are Not Included Unless Otherwise Noted \**

Thank you for the opportunity to quote on the above items.



13915 Lincoln Street N.E. \* Suite D\* Ham Lake, MN 55304  
Phone 763/767-7247 \* Fax 763/767-7253 \* Toll Free 888/422-1881



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0711      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Fire  
**File created:** 11/7/2012      **In control:** Fire  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Sale of Fire Dept Gear Lockers

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

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

*Title*

Sale of Fire Dept Gear Lockers

*Body*

**Background Information:**

The Cherry Twp Fire Department has expressed interest in a section of the fire department's gear lockers. Currently, the Cherry Twp Fire Department has no lockers available for them to store their firefigher's personal protective equipment, and firefighters must carry their equipment in their personal vehicles or store in cabinets at the fire hall.

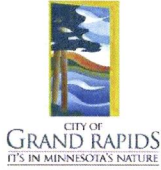
The Cherry Twp Fire Department's budget will not allow for them to purchase new manufactured lockers, but their purchase of a section of our old lockers will be of great benefit to their department and personell.

**Staff Recommendation:**

[Enter Recommendation Here]

**Requested City Council Action**

Consider allowing for the sale of a section of gear lockers to the Cherry Fire Department in the amount of \$150.00 contingent on the fire department's purchase of a new section from Metro Fire.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0712      **Version:** 1      **Name:** Consider accepting bid from e3 Consulting Services for professional services relating to the City's website reconstruction project.

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

**File created:** 11/8/2012      **In control:** Information Technology

**On agenda:** 11/13/2012      **Final action:**

**Title:** Consider accepting bid from e3 Consulting Services for professional services relating to the City's website reconstruction project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

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

### *Title*

Consider accepting bid from e3 Consulting Services for professional services relating to the City's website reconstruction project.

### *Body*

#### **Background Information:**

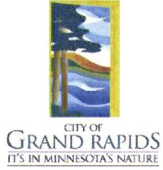
The City of Grand Rapids is interested in launching a project to redesign our current City website. By doing this, we hope to accomplish multiple things including streamlining certain staff workflows through online registrations and payments, realizing an easier and more cost effective way of compiling data from community surveys and providing a better general interface with our community.

The IT Department, with involvement from many other City departments, has received and reviewed RFQ submittals from various web design and marketing companies. After careful discussion and consideration, e3 Consulting Services is our recommendation as the best fit for this project. e3 Consulting Services is a marketing, communications and website development/promotion company based here in Grand Rapids. They have been in business here for over 13 years and employ a pool of experienced designers and programmers.

Through negotiation with e3 Consulting Services, they have agreed to provide all services outlined in the RFQ including a complete site redesign along with the addition of multiple new functions for a price not to exceed \$37,400. This cost was included in the 2012 and 2013 city wide budget.

#### **Requested City Council Action**

Consider accepting bid from e3 Consulting Services for professional services relating to the City's website reconstruction project.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0717      **Version:** 1      **Name:** Appointment of Mr. Nathan Morlan to the position of Building/Fire Inspector.  
**Type:** Agenda Item      **Status:** Administration Department  
**File created:** 11/8/2012      **In control:** Administration  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Appointment of Mr. Nathan Morlan to the position of Building/Fire Inspector.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

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

### *Title*

Appointment of Mr. Nathan Morlan to the position of Building/Fire Inspector.

### *Body*

#### **Background Information:**

At the September 9, 2012 City Council Meeting, the Council authorized City staff to begin the process of filling the Building/Fire Inspector vacancy due to the promotion of Travis Cole to Building Official. The selection process is complete and the Search Committee consisting of Community Development Director Rob Mattei, Building Official Travis Cole, Fire Chief Steve Flaherty, and Human Resources Director Lynn DeGrio is recommending the appointment of Mr. Nathan Morlan to the position effective November 26, 2012 at a starting salary of \$45,021.91 which is midpoint for that position.

Nathan graduated from Central High School in Crookston, Minnesota. He has worked in the construction field, as a Contract Compliance Inspector, and as a Building Official for the City of Crookston where he administered and enforced the Minnesota Building Code, performed all office and clerical duties including creating reports and documentation for the Building Department, assisted firefighters with fire inspections and rental housing inspections, and enforced the zoning ordinance. Nathan had also been a Paid On Call Firefighter since July 1, 2008 for the Crookston Firefighters Association.

#### **Staff Recommendation:**

The Search Committee feels that Nathan is very qualified for the position and has offered the position to him subject to City Council approval. We are recommending a starting salary of \$21.65 per hour, which is midpoint for the position. Nathan will also be eligible for any cost of living increase effective in 2013 as well as an End of Introductory Period Review increase of 0%-5% six months from his date of hire. We are also recommending Nathan be credited with 40 hours of Flexible Time Off.

#### **Requested City Council Action**

Consider the appointment of Mr. Nathan Morlan to the position of Building/Fire Inspector at a starting wage of \$21.65 per hour (\$45,021.91 annually) and forty (40) hours of Flexible Time Off effective November 26, 2012.



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 12-0719      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Verified Claims  
**File created:** 11/8/2012      **In control:** Finance  
**On agenda:** 11/13/2012      **Final action:**  
**Title:** Consider approving the verified claims for the period October 16, 2012 to November 5, 2012 in the total amount of \$1,922,650.72.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [11/13/2012 BILL LIST.pdf](#)

Date	Ver.	Action By	Action	Result
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*Title*

Consider approving the verified claims for the period October 16, 2012 to November 5, 2012 in the total amount of \$1,922,650.72.

Body

**Requested City Council Action**

Consider approving the verified claims for the period October 16, 2012 to November 5, 2012 in the total amount of \$1,922,650.72.

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 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/13/2012

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	1,315.00
TOTAL SPECIAL PROJECTS-NON BUDGETED		1,315.00
ADMINISTRATION		
0612085	FLAHERTY & HOOD	110.77
1415377	NORTHERN BUSINESS PRODUCTS INC	154.48
1920240	STERLE LAW OFFICE	292.50
TOTAL ADMINISTRATION		557.75
BUILDING MAINTENANCE-CITY HALL		
0100010	5 STAR PEST CONTROL &	133.59
0113233	AMERIPRIDE LINEN & APPAREL	24.83
0315455	COLE HARDWARE INC	124.43
0609457	FILTHY CLEAN INC	496.97
1801555	RAPID PEST CONTROL INC	64.12
1821700	MICHAEL RUSSELL	1,065.00
1909510	SIM SUPPLY INC	435.29
TOTAL BUILDING MAINTENANCE-CITY HALL		2,344.23
COMMUNITY DEVELOPMENT		
0315455	COLE HARDWARE INC	9.59
1303425	MCKOWN PLAN	423.83
1309495	MINUTEMAN PRESS	53.52
1920240	STERLE LAW OFFICE	455.00
TOTAL COMMUNITY DEVELOPMENT		941.94
ENGINEERING		
1900225	SEH-RCM	1,125.00
1920240	STERLE LAW OFFICE	130.00
TOTAL ENGINEERING		1,255.00
FIRE		
0103325	ACHESON TIRE COMPANY INC	594.38
0121721	AUTO VALUE - GRAND RAPIDS	10.57
0221650	BURGGRAF'S ACE HARDWARE INC	31.69
0315455	COLE HARDWARE INC	14.99

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
0401804	DAVIS OIL	274.00
0409730	DIVERSIFIED INSPECTIONS, INC.	1,447.68
0701650	GARTNER REFRIGERATION CO	450.00
0718060	GRAND RAPIDS NEWSPAPERS INC	810.10
0920450	ITL PATCH COMPANY, INC	636.28
1100550	KOZY/KMFY RADIO INC	300.00
1200500	L&M SUPPLY	302.92
1305199	METRO FIRE	3,092.12
1309495	MINUTEMAN PRESS	51.63
2018680	TRU NORTH ELECTRIC LLC	61.74
2209421	VIKING ELECTRIC SUPPLY INC	0.00
2300600	W.P. & R.S. MARS COMPANY	41.54
TOTAL FIRE		8,119.64
INFORMATION TECHNOLOGY		
0300200	CDW GOVERNMENT INC	61.61
0718210	GREAT NORTHERN SERVICES INC	271.51
TOTAL INFORMATION TECHNOLOGY		333.12
PUBLIC WORKS		
0121721	AUTO VALUE - GRAND RAPIDS	213.15
0221650	BURGGRAF'S ACE HARDWARE INC	127.96
0301655	CARGILL INCORPORATED	5,329.69
0301685	CARQUEST AUTO PARTS	78.25
0305510	CENTRAL LANDSCAPE SUPPLY	10.69
0315330	COHASSET CONCRETE PRODUCTS	29.84
0315455	COLE HARDWARE INC	233.80
0401804	DAVIS OIL	351.36
0409715	DISPLAY SALES	1,770.39
0501650	EARL F ANDERSEN	157.21
0518366	ERICKSON'S ITASCA LUMBER INC	1,097.61
0601690	FASTENAL COMPANY	50.31
0612083	FLAGSHIP RECREATION LLC	3,608.10
0801835	HAWKINSON REDI-MIX	15.71
0801836	HAWKINSON SAND & GRAVEL	1,858.73
0821705	HUSKY SPRING	343.13
0914732	INTERSTATE POWER SYSTEMS INC	572.10
0920120	ITASCA UTILITIES INC	1,317.32
1301026	MAIN STREET DESIGN INC	3,126.09
1415030	NORD AUTO PARTS	-9.76
1415535	NORTHLAND MACHINES	157.49
1415640	NORTRAX EQUIPMENT COMPANY	967.18

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
1415800	NOVUS GLASS LLC	288.94
1503150	OCCUPATIONAL DEVELOPMENT CTR	833.63
1609550	PIONEER ELECTRIC, INC	2,860.70
1615650	PORTABLE JOHN	563.87
1618564	PRO-BUILD NORTH LLC	187.60
1621125	PUBLIC UTILITIES COMMISSION	3,250.24
1801595	RAPIDS HYDRAULIC & MACHINE INC	908.07
1809154	RICHARD RYSAVY	50.00
1920555	STOKES PRINTING COMPANY	145.99
TOTAL PUBLIC WORKS		30,495.39
FLEET MAINTENANCE		
0103325	ACHESON TIRE COMPANY INC	1,163.73
0112100	ALAMO SALES CORP	264.30
0114203	ANDERSON LUBRICANTS INC	548.43
0121721	AUTO VALUE - GRAND RAPIDS	162.76
0215900	BOYER FORD TRUCKS INC.	48.48
0301685	CARQUEST AUTO PARTS	175.54
0315455	COLE HARDWARE INC	28.37
0612223	FLEET COMPUTING INTERNATIONAL	475.00
0805640	HERC-U-LIFT	293.38
1201850	LAWSON PRODUCTS INC	353.86
1301015	MACQUEEN EQUIPMENT INC	91.06
1415030	NORD AUTO PARTS	159.08
1801615	RAPIDS WELDING SUPPLY INC	31.15
TOTAL FLEET MAINTENANCE		3,795.14
POLICE		
0300200	CDW GOVERNMENT INC	20.46
0301685	CARQUEST AUTO PARTS	-159.79
0409501	DIMICH LAW OFFICE	5,250.00
0701480	GALLS, AN ARAMARK COMPANY LLC	131.49
0920057	ITASCA COUNTY SHERIFFS DEPT	2,539.00
1309160	MN COUNTY ATTORNEYS	119.71
1415377	NORTHERN BUSINESS PRODUCTS INC	351.62
1506265	NORTHERN OFFICE OUTFITTER INC	272.51
1605665	PERSONNEL DYNAMICS, LLC	624.00
1801570	RAPIDS AUTO WASH	103.50
1801609	RAPIDS TOWING	360.00
1821700	MICHAEL RUSSELL	690.00
1920233	STREICHER'S INC	363.51
2000400	T J TOWING	310.00



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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
TOTAL POLICE		10,976.01
RECREATION		
1309296	MINNESOTA WISCONSIN PLAYGROUND	1,928.81
TOTAL RECREATION		1,928.81
AIRPORT		
0315455	COLE HARDWARE INC	14.38
2018680	TRU NORTH ELECTRIC LLC	180.00
2209421	VIKING ELECTRIC SUPPLY INC	37.40
TOTAL		231.78
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	99.46
0114200	ANDERSON GLASS	251.16
0205153	BECKER ARENA PRODUCTS INC	106.86
0221650	BURGGRAF'S ACE HARDWARE INC	174.43
0315455	COLE HARDWARE INC	27.42
0315508	COMPUTER ENTERPRISES	97.98
0501656	THE EARTHGRAINS COMPANY INC	80.88
0605670	FERRELLGAS	290.70
0701650	GARTNER REFRIGERATION CO	1,002.97
1200500	L&M SUPPLY	588.81
1201730	LATVALA LUMBER COMPANY INC.	191.57
1301168	MARKETPLACE FOODS	35.37
1415377	NORTHERN BUSINESS PRODUCTS INC	201.57
1421155	NUCH'S IN THE CORNER	102.43
1605611	PEPSI-COLA	1,394.18
1609600	PIPELINE SUPPLY INC	65.61
1801610	RAPIDS PLUMBING & HEATING INC	2,296.00
1901535	SANDSTROM COMPANY INC	1,813.28
1909510	SIM SUPPLY INC	446.28
2000150	T/C LIGHTING SUPPLIES &	89.92
2116600	UPPER LAKE FOODS INC	694.09
2209421	VIKING ELECTRIC SUPPLY INC	438.51
TOTAL GENERAL ADMINISTRATION		10,489.48

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VENDOR #	NAME	AMOUNT DUE
RECREATION PROGRAMS		
0221650	BURGGRAF'S ACE HARDWARE INC	8.54
1301005	DYLAN MACLEAN	60.00
T000861	ERIN AULTMAN	50.00
T000862	SEAN MARTINSON	60.00
T000863	ANGELA OGILVIE	50.00
T000864	DEREK ROLLE	60.00
	TOTAL	288.54
STATE HAZ-MAT RESPONSE TEAM		
0401804	DAVIS OIL	59.01
	TOTAL	59.01
POLICE DESIGNATED FORFEITURES		
0914523	INNOCORP LTD	765.00
	TOTAL	765.00
CEMETERY		
0103325	ACHESON TIRE COMPANY INC	64.13
0221650	BURGGRAF'S ACE HARDWARE INC	42.20
1615427	POKEGAMA LAWN AND SPORT	54.51
	TOTAL	160.84
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	12.31
0701650	GARTNER REFRIGERATION CO	286.50
1909510	SIM SUPPLY INC	37.32
	TOTAL	336.13
PARK ACQUISITION & DEVELOPMENT		
PARK IMPROVEMENTS		
0315455	COLE HARDWARE INC	30.94
0615100	FOAM-PRO INSULATING SYTEMS	1,176.00

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VENDOR #	NAME	AMOUNT DUE
-----		
PARK ACQUISITION & DEVELOPMENT		
PARK IMPROVEMENTS		
1421155	NUCH'S IN THE CORNER	29.33
TOTAL PARK IMPROVEMENTS		1,236.27
AIRPORT CAPITAL IMPRV PROJECTS		
2011 LAND ACQUISITION		
1618579	PROSOURCE TECHNOLOGIES INC	1,167.98
1920240	STERLE LAW OFFICE	130.00
1920241	CHAD STERLE TRUST	312,200.00
TOTAL 2011 LAND ACQUISITION		313,497.98
2011 INFRASTRUCTURE BONDS		
2010-3 19TH AVE NW		
1900225	SEH-RCM	2,525.13
TOTAL 2010-3 19TH AVE NW		2,525.13
2012 INFRASTRUCTURE BONDS		
2004-3 4TH ST SE & POK TO 6TH		
0801535	HAMMERLUND CONSTRUCTION INC	520,423.14
1309360	MN DEPT OF TRANSPORTATION	1,338.87
1900225	SEH-RCM	38,831.12
TOTAL 2004-3 4TH ST SE & POK TO 6TH		560,593.13
2011-6 HORSESHOE IMPROVEMENTS		
0301705	CASPER CONSTRUCTION INC	386,869.74
1900225	SEH-RCM	22,407.14
TOTAL 2011-6 HORSESHOE IMPROVEMENTS		409,276.88
2011-4 HORSESHOE/ISLEVIEW		
0801825	HAWKINSON CONSTRUCTION CO INC	62,155.63
1900225	SEH-RCM	3,624.50
1920240	STERLE LAW OFFICE	260.00
TOTAL 2011-4 HORSESHOE/ISLEVIEW		66,040.13
STORM WATER UTILITY		

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VENDOR #	NAME	AMOUNT DUE
-----		
STORM WATER UTILITY		
0401804	DAVIS OIL	-42.80
0801825	HAWKINSON CONSTRUCTION CO INC	11,050.00
1621125	PUBLIC UTILITIES COMMISSION	3,210.27
	TOTAL	14,217.47
	TOTAL UN-PAID TO BE APPROVED	1,441,779.80
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0114210	D. ANDERSON - CHANGE FUND	1,560.00
0201355	BARBARA BAIRD	82.95
0212750	BLUE CROSS & BLUE SHIELD OF MN	32,469.50
0212751	BLUE CROSS BLUE SHIELD	163.50
0301650	JEFF CARLSON	76.00
0305530	CENTURYLINK INC	7.96
0312104	TONY CLAFTON	40.00
0405447	DELTA DENTAL OF MINNESOTA	2,227.65
0504610	RON EDMINSTER	139.86
0519654	ESSENTIA HEALTH DEER RIVER	37.72
0605191	FIDELITY SECURITY LIFE INS CO	40.78
0612095	STEVEN FLAHERTY	156.80
0709225	WILBERT GIESE	40.00
0709456	SHAWN J GILLEN	1,225.00
0717996	GRAND ITASCA CLINIC	756.92
0717997	GRAND ITASCA HOSPITAL	185.39
0718010	CITY OF GRAND RAPIDS	1,400.00
0718015	GRAND RAPIDS CITY PAYROLL	376,929.91
0718070	GRAND RAPIDS STATE BANK	276.10
0801820	HAWK CONSTRUCTION INC	1,000.00
0900060	ICTV	22,834.48
0920014	ITASCA CHIROPRACTIC CENTER	12.46
0920036	ITASCA COUNTY ATTORNEY OFFICE	155.00
0920055	ITASCA COUNTY RECORDER	92.00
1015323	KIM JOHNSON-GIBEAU	40.00
1101645	LASHA KARELS	40.00
1201402	LAKE COUNTRY POWER	53.61
1209516	LINCOLN NATIONAL LIFE	796.07
1209527	JOHN R. LINDER	143.11
1301168	MARKETPLACE FOODS	72.05
1309079	S.MILLER - PETTY CASH FUND	11.00
1309096	DONALD MINGO	150.24
1309172	MINNESOTA DEPARTMENT OF HEALTH	332.00
1309199	MINNESOTA ENERGY RESOURCES	3,689.13
1309335	MINNESOTA SALES & USE TAX	3,739.23
1309338	MN STATE TREAS/BLDG INSPECTOR	3,950.40
1315295	CHAD MOEN	40.00

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VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1315630	ASHLEY MORAN	40.00
1315665	KELLY MORRIS	97.36
1415479	NORTHERN DRUG SCREENING INC	92.00
1415530	NORTHLAND COUNSELING CENTER	40.48
1503151	OCCUPATION DEVELOPMENT CENTER	41.50
1518550	MATTHEW O'ROURKE	40.00
1520720	KEVIN OTT	80.00
1601305	THOMAS J. PAGEL	96.80
1601750	PAUL BUNYAN COMMUNICATIONS	213.75
1609557	PIONEER MUTUAL LIFE INS CO	253.79
1609561	PIONEER TELEPHONE	15.41
1612090	PLANNED PARENTHOOD OF MN	43.97
1621130	P.U.C.	19,710.37
1801206	RADIOLOGIST ASSOC. IN DULUTH	54.38
1901500	SAMMY'S PIZZA	106.51
1901820	WILLIAM SAW	80.00
1903321	STEVEN SCHAAR	218.02
1921620	SUPERIOR USA BENEFITS CORP	327.00
2000100	TASC	30.60
2000490	TDS Metrocom	953.86
2114360	UNITED PARCEL SERVICE	120.81
2205637	VERIZON WIRELESS	837.16
2301700	WASTE MANAGEMENT	1,271.33
2308227	GARY WHEELOCK, DC	23.26
2405650	XEROX CORPORATION	115.74
T000859	OUTDOOR CREATIONS & RENOVATION	1,000.00
TOTAL PRIOR APPROVAL		480,870.92
TOTAL ALL DEPARTMENTS		1,922,650.72