



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, August 13, 2012

5:00 PM

City Hall Council Chambers

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

5:03 pm PUBLIC FORUM

5:08 pm COUNCIL REPORTS

5:10 pm APPROVAL OF MINUTES

12-0473 Approve minutes for Monday, July 23, 2012 Worksession and Regular Meetings and August 6, 2012 Special Meeting.

Attachments: [July 23, 2012 Worksession](#)
[July 23, 2012 Regular Meeting](#)
[August 6, 2012 Special Meeting](#)

5:11 pm CONSENT AGENDA

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

1. 12-0474 Accept Resignations of Lisa Hain from Human Rights Commission and Abby Kuschel from Library Board.

Attachments: [Abby Kuschel - Library Board Resignation](#)
[Lisa Hain - Human Rights Commission Resignation](#)

2. 12-0476 Consider accepting the Fire Relief Association Schedule Form for Lump Sum Pension

Plans reporting Year 2012, the 2011 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.

Attachments: [Fire Relief Schedule for Lump Sum Pension Plan.pdf](#)

3. [12-0480](#) Adopt a resolution allowing the Grand Rapids Police Department Reserve Program to accept a donation of \$135.00 from the National Night Out dunk tank fundraiser.

Attachments: [PD NightOut Res](#)

4. [12-0481](#) Consider hiring Public Works part-time employees for the 2012 Fall maintenance season.

5. [12-0486](#) Approve and sign an agreement with the City of Bovey for the use of the City of Grand Rapids Animal Control Facility.

Attachments: [Microsoft Word - Bovey Final Contract 2012](#)

6. [12-0488](#) Consider the sale of timber from the Itasca Calvary Cemetery.

7. [12-0489](#) Balancing Change Order and final payment on CP 2010-3, 19th Avenue NW Rail Crossing Improvements.

Attachments: [8-13-12 Attachment CP 2010-3 BCO.pdf](#)

8. [12-0490](#) Work Order 9 related to CP 2011-4, Horseshoe-Isleview Improvements.

Attachments: [8-13-12 Attachment CP 2011-4 WO 9.PDF](#)

9. [12-0491](#) Purchase of permanent easement related to CP 2011-6, Horseshoe Lake Road Improvements.

Attachments: [8-13-12 Attachment CP 2011-6 Easements.pdf](#)

10. [12-0492](#) Change Order 2, Balancing Change Order, and Final Payment related to CP 2014-1, 1st Avenue NE Reconstruct.

Attachments: [8-13-12 Attachment CP 2014-1 CO and BCO.pdf](#)

11. [12-0493](#) Adopt a resolution authorizing additional election judges within 25 days of the election.

Attachments: [12- - Additional Election Judges](#)

5:13 SETTING OF REGULAR AGENDA

pm

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

5:14 ACKNOWLEDGE BOARDS & COMMISSIONS

pm

12. [12-0487](#) Acknowledge minutes for Boards & Commissions.

Attachments: [April 10, 2012 Police Civil Service](#)
[June 21, 2012 Central School Minutes](#)
[June 27, 2012 Human Rights](#)

5:15 DEPARTMENT HEAD REPORT
pm

13. [12-0497](#) Department Head Report: Fire Department
Attachments: [August 2012 Report](#)

5:25 FIRE DEPARTMENT
pm

14. [12-0475](#) Purchase of Hazmat Gas Monitors
Attachments: [Metro Fire Quote](#)

5:30 POLICE DEPARTMENT
pm

15. [12-0483](#) Services Agreement with Financial Crimes Services, LLC to implement a Traffic Diversion Database / Patriot Order for the City of Grand Rapids.
Attachments: [Services Agreement Patriot Order for Grand Rapids MN](#)

5:35 VERIFIED CLAIMS
pm

16. [12-0499](#) Consider approving the verified claims for the period July 17, 2012 to August 6, 2012 in the total amount of \$946,691.53.
Attachments: [08/13/2012 BILL LIST.pdf](#)

Recess regular meeting for scheduled public hearing.

6:00 PUBLIC HEARINGS
pm

17. [12-0494](#) A public hearing to consider an ordinance granting a franchise agreement to Gorham's Inc. d.b.a. Northwest Gas.
Attachments: [8-13-12 Northwest Gas Franchise 7 17.pdf](#)
[8-13-12 Northwest Gas Acceptance of Franchise.pdf](#)

6:20 Recovene regular meeting.
pm

18. [12-0495](#) An ordinance granting a franchise agreement to Gorham's Inc. d.b.a. Northwest Gas

Attachments: [8-13-12 Northwest Gas Franchise 7 17.pdf](#)
[8-13-12 Northwest Gas Acceptance of Franchise.pdf](#)

19. **12-0496** A rate making agreement with Gorham's Inc. d.b.a. Northwest Gas

Attachments: [8-13-12 Northwest RATE-MAKING DRAFT.pdf](#)

6:30 ADJOURNMENT
pm

NEXT REGULAR MEETING IS SCHEDULED FOR AUGUST 27, 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
IT'S IN MINNESOTA'S NATURE

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0473 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Passed
File created: 8/6/2012 **In control:** Administration
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: Approve minutes for Monday, July 23, 2012 Worksession and Regular Meetings and August 6, 2012 Special Meeting.

Sponsors:

Indexes:

Code sections:

Attachments: [July 23, 2012 Worksession](#)
[July 23, 2012 Regular Meeting](#)
[August 6, 2012 Special Meeting](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved As Presented	Pass

Approve minutes for Monday, July 23, 2012 Worksession and Regular Meetings and August 6, 2012 Special Meeting.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, July 23, 2012

4:00 PM

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, July 23, 2012 at 4:07 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 Ed Zabinski arrived at 4:15 p.m.

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

Discussion Items

2. A natural gas franchise agreement with Gorham's Inc., dba Northwest Gas.

Tom Pagel, City Engineer, reviews the proposed franchise agreement, highlighting specific points. City Attorney Chad Sterle discusses key legal issues addressed within the franchise agreement. Discussed additional language giving the City the right of first refusal should Mr. Gorum decide to sell.

1. Discuss the 2013 proposed budget.

City Administrator Gillen reviews overall budget. Proposed department budgets presented included Fire Department, Public Works and Police Department.

ADJOURN

There being no further business, the meeting adjourned at 5:45 p.m.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, July 23, 2012

5:00 PM

City Hall Council Chambers

5:00 p.m. CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, July 23, 2012 - 5:47 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

MEETING PROTOCOL POLICY

Oath of Office - Police Officer Ashley Moran

Mayor Adams conducts the Oath of Office for City Police Officer Ashley Moran.

PUBLIC FORUM

COUNCIL REPORTS

Mayor Adams presents letter from Tom Schmoll, owner/operator Filthy Clean, commending City staff and expressing appreciation for assistance during the recent storm.

5:10 p.m. APPROVAL OF MINUTES

Approve minutes for Monday, July 9, 2012 Worksession & Regular meetings and Wednesday, July 11, 2012 Special meeting.

A motion was made by Councilor Gary McInerney, seconded by Councilor Dale Christy, to approve the minutes as presented. The motion PASSED by unanimous vote.

5:11 p.m. CONSENT AGENDA

1. Approve hiring of part time employee with the Grand Rapids Recreation Department

Approved by consent roll call

2. Request by the Police Department to approve and sign an agreement with the City of

Coleraine for the use of the City of Grand Rapids Animal Control Facility.

Approved by consent roll call

3.

Request by the Police Department to approve and sign an agreement with the City of Cohasset for the use of the Animal Control Officer and the City of Grand Rapids Animal Control Facility.

Approved by consent roll call

4.

Request by the Police Department to apply for a 2012 College Enforcement Grant from the Invitation Health Institute.

Approved by consent roll call

5.

Consider adopting a resolution for \$53,630.00 from the MN Department of Public Safety for a TZD Enforcement Grant.

Adopted Resolution 12-70.

6.

Approve Temporary Liquor License for McVeigh-Dunn Post 60, American Legion for a Yellow Ribbon event scheduled for Friday, August 24, 2012.

Approved by consent roll call

7.

Authorize the golf course staff to seek bids for the purchase of a greens aerifier.

Approved by consent roll call

8.

Consider entering into agreement with Zixcorp.

Approved by consent roll call

9.

Consider entering into agreement with ScriptLogic Corporation.

Approved by consent roll call

10.

Approve addendum extending contract with City Attorney Chad Sterle.

Approved by consent roll call

11.

A resolution revoking and dedicating MSAS streets.

Adopted Resolution 12-71.

12.

A Land lease agreement with Milt Fitzl and Jeff Peterson at the airport.

Approved by consent roll call

13. Accept Low Quote for Fire Hall Rooftop HVAC Replacement

Approved by consent roll call

14. Award a quote to Casper Construction for a solar panel base structure.

Approved by consent roll call

15. Permanent Easements related to CP 2011-6, Horseshoe Lake Road Improvements

Approved by consent roll call

16. Approve hiring Election Judge Trainees.

Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Zabinski, 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

5:15 SETTING OF REGULAR AGENDA
p.m.

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

5:16 ACKNOWLEDGE BOARDS & COMMISSIONS
p.m.

17. Acknowledge minutes for Boards & Commissions.

Acknowledge Boards and Commissions

5:17 DEPARTMENT HEAD REPORT
p.m.

18. Engineering Department Head Report

Received and Filed

5:30 AIRPORT
p.m.

19. Purchase of a tractor/flail mower for the airport.

A motion was made by Councilor Christy, seconded by Councilor Zabinski, to approve the purchase of a tractor/flail mower for the airport. 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 ADMINISTRATION DEPARTMENT

p.m.

20. Appointment of Adam Kortekaas to the position of Fire Prevention and Education Officer for the Grand Rapids Fire Department.

A motion was made by Councilor Chandler, seconded by Councilor McInerney, to appoint Adam Kortekaas to the position of Fire Prevention & Education Officer with the Fire Department. 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

5:40 VERIFIED CLAIMS

p.m.

21. Consider approving the verified claims for the period July 3, 2012 to July 16, 2012 in the total amount of \$859,138.93.

A motion was made by Councilor Christy, seconded by Councilor McInerney, 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

5:45 ADJOURNMENT

p.m.

There being no further business, the meeting adjourned at 6:17 p.m.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, August 6, 2012

4:30 PM

Conference Room 2A

Special Meeting

4:30 p.m. CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids City Council was held on Monday, August 6, 2012 at 4:30 p.m. in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Councilor Joe Chandler arrived at 4:38 p.m.

Present 4 -

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

Absent 1 -

Councilor Dale Christy

1. A resolution accepting a grant from the State of MN for the purchase of a tractor/flail mower.

A motion was made by Councilor Gary McInerney, seconded by Councilor Ed Zabinski to accept grant agreement with State of Minnesota and adopt Resolution 12-72 as presented. The motion passed by the following roll call vote:

Aye 3 -

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

2. Discuss 2013 Budget

Council discussed proposed 2013 budgets for City departments including Administration, Council, City Wide, Community Development, Engineering, Finance and IT.

Received and Filed

5:30 p.m. ADJOURNMENT

There being no further business, the meeting adjourned at 5:50 p.m.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0474 **Version:** 1 **Name:** Board & Commission Resignations
Type: Agenda Item **Status:** Passed
File created: 8/6/2012 **In control:** Administration
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: Accept Resignations of Lisa Hain from Human Rights Commission and Abby Kuschel from Library Board.

Sponsors:

Indexes:

Code sections:

Attachments: [Abby Kuschel - Library Board Resignation](#)
[Lisa Hain - Human Rights Commission Resignation](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved	Pass

Accept Resignations of Lisa Hain from Human Rights Commission and Abby Kuschel from Library Board.

Accept resignations from Board & Commission members and authorize advertisement to fill vacancies and allow Abby Kuschel to serve until a replacement is found for the Library Board.

August 1, 2012

City of Grand Rapids
Attn: City Council
410 N. Pokegama Avenue
Grand Rapids, MN 55744

Dear Members of the City Council:

Please accept my resignation from the City of Grand Rapids Library Board due to my change of residence to Harris Township. Currently, I am serving a term that is limited to a City of Grand Rapids resident.

I have enjoyed my time on the Library Board, and would be happy to serve until a replacement is named which will allow the board to remain at full strength through the appointment process. In addition, when a township board position is available, I will definitely consider submitting my name for re-appointment to the Board.

The library is a tremendous asset to our community, and it has been a pleasure serving on the board.

Please feel free to contact me should you have any questions. I can be reached by phone, 326-5173 (home) or 259-1301 (mobile), or via email alkuschel@yahoo.com.

Sincerely,

A handwritten signature in cursive script that reads "Abby Kuschel". The signature is written in black ink and is positioned above the printed name.

Abby Kuschel

RECEIVED
JUL 17 2012
CITY OF GRAND RAPIDS
ADMINISTRATION

Lisa A. Ross-Hain
712 NE 6th Ave.
Grand Rapids, MN 55744

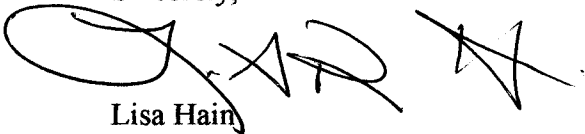
July 13, 2012

Grand Rapids City Council
420 N Pokegama Ave
Grand Rapids, MN 55744

Dear Mayor Adams and the Grand Rapids City Council,

It is with regret that with this letter I submit my resignation from the Grand Rapids Human Rights Commission. The responsibilities I have acquired with other organizations I am involved in, along with my professional responsibilities and a very active family, have prompted this decision. I can no longer dedicate the time and energy to the Commission that I feel it is worthy of. Additionally, I know the current members will continue to pursue the Commission's vision of fair treatment for all. I wish them well in their future endeavors.

Sincerely,

A handwritten signature in black ink, appearing to read 'Lisa Hain', with a large, stylized flourish extending to the right.

Lisa Hain



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0476 **Version:** 1 **Name:** 2012 Fire Relief
Type: Agenda Item **Status:** Passed
File created: 8/7/2012 **In control:** Finance
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: Consider accepting the Fire Relief Association Schedule Form for Lump Sum Pension Plans reporting Year 2012, the 2011 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.

Sponsors:

Indexes:

Code sections:

Attachments: [Fire Relief Schedule for Lump Sum Pension Plan.pdf](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved	Pass

Consider accepting the Fire Relief Association Schedule Form for Lump Sum Pension Plans reporting Year 2012, the 2011 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.

Background Information:

Minnesota State Statute 69.772 requires the officers of the Fire Relief Association to certify the financial requirements of the Relief Association and minimum obligation of the City with respect to the Special pension fund.

Attached is the Schedule Form for Lump Sum Pension Reporting Year 2012 that shows the plan liabilities and the required municipal contribution for 2013. There is no municipal contribution required for 2013. The Fire Relief Association is requesting approval for the payment of the budgeted elective 2012 contribution of \$5,000.

The 2011 Financial Report is on file for your review in the City Finance Department.

Requested City Council Action

Consider accepting the Fire Relief Association Schedule Form for Lump Sum Pension Plans reporting Year 2012, the 2011 Financial Statements, and authorize the budgeted \$5,000 contribution to the Fire Relief Association.

Schedule Form for Lump-Sum Pension Plans
Reporting Year 2012

Determination of Plan Liabilities and Required Municipal Contribution for 2013

Relief Association: Grand Rapids Fire Relief Association

County/ Itasca
Counties:

Enter Annual benefit level in effect for 2012: 5,000

(If you change your benefit level before 12/31/2012, the SC must be recalculated at the new level.)

	2012	2013
Subtotal of Page 1 Liability - Active Members	1,261,900	1,405,900

Active Member Information

Please Enter Dates in this format: 7/11/2012

	Name	Status	Date of Birth	Fire Department Entry Date	Leaves of Absence and Breaks in Service (months)	Return to Service Member ?	To end of 2012		To end of 2013	
							Years of Service	Accrued Liability	Years of Service	Accrued Liability
1	Robert Rima	Active		08/11/1987	0	<input type="checkbox"/>	25	125,000	26	130,000
2	Michael McCartney	Deferred		01/02/1992	0	<input type="checkbox"/>	21	0	22	0
3	Tim Alder	Active		11/01/1992	0	<input type="checkbox"/>	20	100,000	21	105,000
4	Steven Flaherty	Active		02/18/1993	1	<input type="checkbox"/>	20	100,000	21	105,000
5	David Gibeau	Active		08/17/1993	0	<input type="checkbox"/>	19	92,200	20	100,000
6	Rick Luoma	Active		11/13/1993	0	<input type="checkbox"/>	19	92,200	20	100,000
7	Albert Morse	Active		06/11/1994	0	<input type="checkbox"/>	19	92,200	20	100,000
8	David Calliguri	Active		02/11/1997	0	<input type="checkbox"/>	16	71,400	17	78,000
9	Michael Liebel	Active		09/14/1998	0	<input type="checkbox"/>	14	59,200	15	65,200
10	William Olson	Deferred		09/12/2000	2	<input type="checkbox"/>	12	0	13	0
11	Bryan Zuehlke	Active		01/09/2001	0	<input type="checkbox"/>	12	48,100	13	53,500
12	David Protelsch	Active		02/27/2001	0	<input type="checkbox"/>	12	48,100	13	53,500
13	Adam Kortekaa	Active		07/10/2001	0	<input type="checkbox"/>	11	42,900	12	48,100
14	Robert Kuschel	Active		07/10/2001	6	<input type="checkbox"/>	11	42,900	12	48,100
15	Shawn Graeber	Active		01/15/2002	0	<input type="checkbox"/>	11	42,900	12	48,100
16	Tony McInerney	Active		01/13/2003	0	<input type="checkbox"/>	10	38,000	11	42,900
17	John Linder	Active		01/13/2004	0	<input type="checkbox"/>	9	33,300	10	38,000
18	Brian Whitney	Active		07/12/2005	0	<input type="checkbox"/>	7	24,600	8	28,800
19	James Gibeau	Active		07/12/2005	0	<input type="checkbox"/>	7	24,600	8	28,800
20	Andrew Horton	Active		10/25/2005	0	<input type="checkbox"/>	7	24,600	8	28,800
21	Jeremiah Puelaton	Active		10/25/2005	0	<input type="checkbox"/>	7	24,600	8	28,800
22	Jason Hoerler	Active		08/15/2006		<input type="checkbox"/>	6	20,500	7	24,600
23	Amanda Wood	Active		10/11/2006	0	<input type="checkbox"/>	6	20,500	7	24,600
24	Chad Keetch	Active		05/01/2007	0	<input type="checkbox"/>	6	20,500	7	24,600
25	Bruce Baird	Active		08/12/2008		<input type="checkbox"/>	4	13,000	5	16,700
26	Cole Travis	Active		08/12/2008		<input type="checkbox"/>	4	13,000	5	16,700
27	Dustin Lane	Active		08/12/2008		<input type="checkbox"/>	4	13,000	5	16,700
28	Lee Longora	Active		08/12/2008		<input type="checkbox"/>	4	13,000	5	16,700
29	Tom Foss	Active		11/15/2010		<input type="checkbox"/>	2	6,200	3	9,500
30	Joah Adler	Active		01/01/2011		<input type="checkbox"/>	2	6,200	3	9,500
31	Mark Greiner	Active		01/01/2011		<input type="checkbox"/>	2	6,200	3	9,500

32	Karl Gaulus	Active	05/15/2012	<input type="checkbox"/>	1	3,000	2	6,200
33		Choose Status		<input type="checkbox"/>		0		0
34		Choose Status		<input type="checkbox"/>		0		0
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74		Choose Status		<input type="checkbox"/>		0		0
75		Choose Status		<input type="checkbox"/>		0		0
76		Choose Status		<input type="checkbox"/>		0		0
77		Choose Status		<input type="checkbox"/>		0		0
78		Choose Status		<input type="checkbox"/>		0		0
79		Choose Status		<input type="checkbox"/>		0		0

Deferred Member Information (fully or partially vested)

See separate instructions regarding completion of the below fields.

Please enter dates in this format: 7/11/2012

Total Deferred Member Liabilities 2012 429,200
 Total Deferred Member Liabilities 2013 429,200

1	Enter all information as it pertains to this member.				
Member Name:	<u>Marlyn Halverson</u>	Benefit Level at Separation:	<u>5,000</u>	Months of Service Are Paid	<input type="checkbox"/>
Minimum Years Required to Vest:	<u>10</u>	DOB:	<u> </u>	Deferred Interest Paid <input type="checkbox"/> (Check if offered.) If Interest is Paid, Choose Type: Choose Type Period Interest is Paid: Choose Interest Payment Period	
Service Dates: Entry:	<u>09/01/1990</u>	Separation:	<u>12/31/2010</u>		
LOAs and BIS (in months):	<u>0</u>	Vesting %:	<u>100</u>		
Return to Service Member ?	<input type="checkbox"/>	(Check if applicable.)			
Total Service: Years:	<u>20</u>	Months (if paid):	<u> </u>		
2012 Estimated Liability:	<u>100,000</u>				
2013 Estimated Liability:	<u>100,000</u>	Status:	<u>Deferred</u>		
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.					
1981: <u> </u> %	1986: <u> </u> %	1991: <u> </u> %	1996: <u> </u> %	2001: <u> </u> %	2007: <u> </u> %
1982: <u> </u> %	1987: <u> </u> %	1992: <u> </u> %	1997: <u> </u> %	2002: <u> </u> %	2008: <u> </u> %
1983: <u> </u> %	1988: <u> </u> %	1993: <u> </u> %	1998: <u> </u> %	2003: <u> </u> %	2009: <u> </u> %
1984: <u> </u> %	1989: <u> </u> %	1994: <u> </u> %	1999: <u> </u> %	2004: <u> </u> %	2010: <u> </u> %
1985: <u> </u> %	1990: <u> </u> %	1995: <u> </u> %	2000: <u> </u> %	2005: <u> </u> %	2011: <u> </u> %
+Rate of return is calculated using the earnings projected on Page 4 of this form.				2006: <u> </u> %	2012: <u> </u> % +

2	Enter all information as it pertains to this member.				
Member Name:	<u>Dale Rosier</u>	Benefit Level at Separation:	<u>5,000</u>	Months of Service Are Paid	<input type="checkbox"/>
Minimum Years Required to Vest:	<u>10</u>	DOB:	<u> </u>	Deferred Interest Paid <input type="checkbox"/> (Check if offered.) If Interest is Paid, Choose Type: Choose Type Period Interest is Paid: Choose Interest Payment Period	
Service Dates: Entry:	<u>11/14/1990</u>	Separation:	<u>11/14/2010</u>		
LOAs and BIS (in months):	<u>0</u>	Vesting %:	<u>100</u>		
Return to Service Member ?	<input type="checkbox"/>	(Check if applicable.)			
Total Service: Years:	<u>20</u>	Months (if paid):	<u> </u>		
2012 Estimated Liability:	<u>100,000</u>				
2013 Estimated Liability:	<u>100,000</u>	Status:	<u>Deferred</u>		
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.					
1981: <u> </u> %	1986: <u> </u> %	1991: <u> </u> %	1996: <u> </u> %	2001: <u> </u> %	2007: <u> </u> %
1982: <u> </u> %	1987: <u> </u> %	1992: <u> </u> %	1997: <u> </u> %	2002: <u> </u> %	2008: <u> </u> %
1983: <u> </u> %	1988: <u> </u> %	1993: <u> </u> %	1998: <u> </u> %	2003: <u> </u> %	2009: <u> </u> %
1984: <u> </u> %	1989: <u> </u> %	1994: <u> </u> %	1999: <u> </u> %	2004: <u> </u> %	2010: <u> </u> %
1985: <u> </u> %	1990: <u> </u> %	1995: <u> </u> %	2000: <u> </u> %	2005: <u> </u> %	2011: <u> </u> %
+Rate of return is calculated using the earnings projected on Page 4 of this form.				2006: <u> </u> %	2012: <u> </u> % +

3	Enter all information as it pertains to this member.				
Member Name: <u>David Kellin</u>	Benefit Level at Separation: <u>5,000</u>		Months of Service Are Paid <input type="checkbox"/>		
Minimum Years Required to Vest: <u>10</u>	DOB: _____		Deferred Interest Paid <input type="checkbox"/> (Check if offered.) If Interest is Paid, Choose Type: Choose Type Period Interest is Paid: Choose Interest Payment Period		
Service Dates: Entry: <u>08/14/1991</u>	Separation: <u>01/28/2004</u>				
LOAs and BIS (in months): <u>0</u>	Vesting %: <u>68</u>				
Return to Service Member ? <input type="checkbox"/>	(Check if applicable.)				
Total Service: Years: <u>12</u>	Months (if paid): _____				
2012 Estimated Liability: <u>0</u>	2013 Estimated Liability: <u>0</u>		Status: Paid		
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.					
1981: _____ %	1986: _____ %	1991: _____ %	1996: _____ %	2001: _____ %	2007: _____ %
1982: _____ %	1987: _____ %	1992: _____ %	1997: _____ %	2002: _____ %	2008: _____ %
1983: _____ %	1988: _____ %	1993: _____ %	1998: _____ %	2003: _____ %	2009: _____ %
1984: _____ %	1989: _____ %	1994: _____ %	1999: _____ %	2004: _____ %	2010: _____ %
1985: _____ %	1990: _____ %	1995: _____ %	2000: _____ %	2005: _____ %	2011: _____ %
				2006: _____ %	2012: _____ % +
+Rate of return is calculated using the earnings projected on Page 4 of this form.					

4	Enter all information as it pertains to this member.				
Member Name: <u>Anthony Anick</u>	Benefit Level at Separation: <u>5,000</u>		Months of Service Are Paid <input type="checkbox"/>		
Minimum Years Required to Vest: <u>10</u>	DOB: _____		Deferred Interest Paid <input type="checkbox"/> (Check if offered.) If Interest is Paid, Choose Type: Choose Type Period Interest is Paid: Choose Interest Payment Period		
Service Dates: Entry: <u>04/12/1994</u>	Separation: <u>04/30/2006</u>				
LOAs and BIS (in months): <u>0</u>	Vesting %: <u>68</u>				
Return to Service Member ? <input type="checkbox"/>	(Check if applicable.)				
Total Service: Years: <u>12</u>	Months (if paid): _____				
2012 Estimated Liability: <u>40,800</u>	2013 Estimated Liability: <u>40,800</u>		Status: Deferred		
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.					
1981: _____ %	1986: _____ %	1991: _____ %	1996: _____ %	2001: _____ %	2007: _____ %
1982: _____ %	1987: _____ %	1992: _____ %	1997: _____ %	2002: _____ %	2008: _____ %
1983: _____ %	1988: _____ %	1993: _____ %	1998: _____ %	2003: _____ %	2009: _____ %
1984: _____ %	1989: _____ %	1994: _____ %	1999: _____ %	2004: _____ %	2010: _____ %
1985: _____ %	1990: _____ %	1995: _____ %	2000: _____ %	2005: _____ %	2011: _____ %
				2006: _____ %	2012: _____ % +
+Rate of return is calculated using the earnings projected on Page 4 of this form.					

5	Enter all information as it pertains to this member.				
Member Name: <u>Samual Grigsby</u>	Benefit Level at Separation: <u>5,000</u>	Months of Service Arc Paid: <input type="checkbox"/>			
Minimum Years Required to Vest: <u>10</u>	DOB: _____	Deferred Interest Paid <input type="checkbox"/> (Check if offered.) If Interest is Paid, Choose Type: Choose Type Period Interest is Paid: Choose Interest Payment Period			
Service Dates: Entry: <u>07/12/1994</u>	Separation: <u>07/15/2008</u>				
LOAs and BIS (in months): _____	Vesting %: <u>76</u>				
Return to Service Member ? <input type="checkbox"/>	(Check if applicable.)				
Total Service: Years: <u>14</u>	Months (if paid): _____				
2012 Estimated Liability: <u>53,200</u>					
2013 Estimated Liability: <u>53,200</u>	Status: <u>Deferred</u>				
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.					
1981: _____ %	1986: _____ %	1991: _____ %	1996: _____ %	2001: _____ %	2007: _____ %
1982: _____ %	1987: _____ %	1992: _____ %	1997: _____ %	2002: _____ %	2008: _____ %
1983: _____ %	1988: _____ %	1993: _____ %	1998: _____ %	2003: _____ %	2009: _____ %
1984: _____ %	1989: _____ %	1994: _____ %	1999: _____ %	2004: _____ %	2010: _____ %
1985: _____ %	1990: _____ %	1995: _____ %	2000: _____ %	2005: _____ %	2011: _____ %
+Rate of return is calculated using the earnings projected on Page 4 of this form.				2006: _____ %	2012: _____ % +

6	Enter all information as it pertains to this member.				
Member Name: <u>William Olson</u>	Benefit Level at Separation: <u>5,000</u>	Months of Service Arc Paid: <input type="checkbox"/>			
Minimum Years Required to Vest: <u>10</u>	DOB: _____	Deferred Interest Paid <input type="checkbox"/> (Check if offered.) If Interest is Paid, Choose Type: Choose Type Period Interest is Paid: Choose Interest Payment Period			
Service Dates: Entry: <u>09/12/2000</u>	Separation: <u>11/30/2011</u>				
LOAs and BIS (in months): <u>2</u>	Vesting %: <u>64</u>				
Return to Service Member ? <input type="checkbox"/>	(Check if applicable.)				
Total Service: Years: <u>11</u>	Months (if paid): _____				
2012 Estimated Liability: <u>35,200</u>					
2013 Estimated Liability: <u>35,200</u>	Status: <u>Deferred</u>				
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.					
1981: _____ %	1986: _____ %	1991: _____ %	1996: _____ %	2001: _____ %	2007: _____ %
1982: _____ %	1987: _____ %	1992: _____ %	1997: _____ %	2002: _____ %	2008: _____ %
1983: _____ %	1988: _____ %	1993: _____ %	1998: _____ %	2003: _____ %	2009: _____ %
1984: _____ %	1989: _____ %	1994: _____ %	1999: _____ %	2004: _____ %	2010: _____ %
1985: _____ %	1990: _____ %	1995: _____ %	2000: _____ %	2005: _____ %	2011: _____ %
+Rate of return is calculated using the earnings projected on Page 4 of this form.				2006: _____ %	2012: _____ % +

7	Enter all information as it pertains to this member.				
Member Name: <u>Michael McCartney</u>	Benefit Level at Separation: <u>5,000</u>	Months of Service Are Paid: <input type="checkbox"/>			
Minimum Years Required to Vest: <u>10</u>	DOB: _____	Deferred Interest Paid <input type="checkbox"/> (Check if offered.)			
Service Dates: Entry: <u>01/02/1992</u>	Separation: <u>05/13/2012</u>	If Interest is Paid, Choose Type: Choose Type Period Interest is Paid: Choose Interest Payment Period			
LOAs and BIS (in months): <u>0</u>	Vesting %: <u>100</u>				
Return to Service Member ? <input type="checkbox"/>	(Check if applicable.)				
Total Service: Years: <u>20</u>	Months (if paid): _____				
2012 Estimated Liability: <u>100,000</u>					
2013 Estimated Liability: <u>100,000</u>	Status: <u>Deferred</u>				
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.					
1981: _____ %	1986: _____ %	1991: _____ %	1996: _____ %	2001: _____ %	2007: _____ %
1982: _____ %	1987: _____ %	1992: _____ %	1997: _____ %	2002: _____ %	2008: _____ %
1983: _____ %	1988: _____ %	1993: _____ %	1998: _____ %	2003: _____ %	2009: _____ %
1984: _____ %	1989: _____ %	1994: _____ %	1999: _____ %	2004: _____ %	2010: _____ %
1985: _____ %	1990: _____ %	1995: _____ %	2000: _____ %	2005: _____ %	2011: _____ %
+Rate of return is calculated using the earnings projected on Page 4 of this form.				2006: _____ %	2012: _____ % +

8	Enter all information as it pertains to this member.				
Member Name: _____	Benefit Level at Separation: _____	Months of Service Are Paid: <input type="checkbox"/>			
Minimum Years Required to Vest: _____	DOB: _____	Deferred Interest Paid <input type="checkbox"/> (Check if offered.)			
Service Dates: Entry: _____	Separation: _____	If Interest is Paid, Choose Type: Choose Type Period Interest is Paid: Choose Interest Payment Period			
LOAs and BIS (in months): _____	Vesting %: _____				
Return to Service Member ? <input type="checkbox"/>	(Check if applicable.)				
Total Service: Years: _____	Months (if paid): _____				
2012 Estimated Liability: _____					
2013 Estimated Liability: _____	Status: <u>Deferred</u>				
For Relief ROR up to 5%, OSA ROR up to 5% or Board Set ROR up to 5% enter interest rates below.					
1981: _____ %	1986: _____ %	1991: _____ %	1996: _____ %	2001: _____ %	2007: _____ %
1982: _____ %	1987: _____ %	1992: _____ %	1997: _____ %	2002: _____ %	2008: _____ %
1983: _____ %	1988: _____ %	1993: _____ %	1998: _____ %	2003: _____ %	2009: _____ %
1984: _____ %	1989: _____ %	1994: _____ %	1999: _____ %	2004: _____ %	2010: _____ %
1985: _____ %	1990: _____ %	1995: _____ %	2000: _____ %	2005: _____ %	2011: _____ %
+Rate of return is calculated using the earnings projected on Page 4 of this form.				2006: _____ %	2012: _____ % +

Calculation of Normal Cost

	2012	2013	
Total Active Member Liabilities	1,261,900	1,405,900	
Total Deferred Member Liabilities	429,200	429,200	
Total Unpaid Installments	0	0	
Grand Total Special Fund Liability	A. 1,691,100	B. 1,835,100	
Normal Cost (Cell B minus Cell A)			C. 144,000

Projection of Net Assets for Year Ending December 31, 2012

Special Fund Assets at December 31, 2011 (RF-11 ending assets) 1 1,763,048

Projected Income for 2012

State Fire Aid (2011 aid may be increased by up to 3.5%)	D. 86,016
Municipal / Independent Fire Dept. Contributions	E.
Interest / Dividends	F.
Appreciation / (Depreciation)	G.
Member Dues (If deposited in Special Fund)	H.
Other Revenues	I. 1,000
Total Projected Income for 2012 (Add Lines D through I)	2 87,016

Projected Expenses for 2012

Service Pensions	J. 41,800
Member Names: David Kellin	
Other Benefits	K.
Administrative Expenses	L. 10,358
Total Projected Expenses for 2012 (Add Lines J through L)	3 52,158
Projected Net Assets at December 31, 2012 (Add Lines 1 and 2, subtract Line 3)	4 1,797,906

Projection of Surplus or (Deficit) as of December 31, 2012

Projected Assets (Line 4)	5 1,797,906
2012 Accrued Liability (Page 4, cell A)	6 1,691,100
Surplus or (Deficit) (Line 5 minus Line 6)	7 106,806

Calculation of Required Contribution

Year Incurred	Deficit Information - Original		Deficit Information - Adjusted		
	Original Amount	Amount Retired as of 12/31/2011	Original Amount	Amount Retired as of 12/31/2012	Amount Left to Retire 1/1/2013
2003	0	0			
2004	0	0			
2005	0	0			
2006	0	0			
2007	0	0			
2008	0	0			
2009	0	0			
2010	0	0			
2011	0	0			
2012					
Totals					

Normal Cost (Page 4, cell C)		8	144,000
Projected Administrative Expense	Enter 2011 Admin Exp here:	9	10,358
Amortization of Deficit (Total of Original Amount column x 0.10)		10	0
10% of Surplus (Line 7 x 0.10)		11	10,681
State Fire Aid		12	86,016
Member Dues		13	0
5% of Projected Assets at December 31, 2012 (Line 4 x 0.05)		14	89,895
Required Contribution (Add Lines 8, 9 and 10, subtract Lines 11, 12, 13 and 14. If negative, zero is displayed.)		15	0

No required contribution due in 2013.

This Schedule Form must be fully completed, certified by the relief association officers, forwarded to the municipal clerk/independent secretary on or before August 1, 2012 and submitted to the Office of the State Auditor to be eligible for State Fire Aid.

Officer Certification

We, the officers of the Grand Rapids Fire Relief Association, certify that this Schedule Form was prepared under Minn. Stat. § 69.772 and that the annual benefit level was established according to the average amount of available financing.

We further certify that based on the financial requirements of the Relief Association's Special Fund for the 2012 calendar year, the required 2013 contribution is \$0. If the bylaws of the Relief Association changed in 2012, we have attached a copy of the amendment or updated bylaws. We have also enclosed a copy of the municipal/board ratification of this amendment if required under Minn. Stat. § 69.772, subd. 6.

Rich Luoma
Signature of President

[Signature]
Signature of Secretary

[Signature]
Signature of Treasurer

Rick Luoma
Name

7-16-12
Date

Amanda McDowell
Name

7-23-12
Date

Tom Foss
Name

7-17-12
Date

Municipal Clerk / Independent Secretary Certification

Treasurer *City of Grand Rapids* / Secretary of the *Grand Rapids Fire Relief Assoc* independent nonprofit firefighting corporation. I received on *7/18/12*, the completed Schedule Form from the Grand Rapids Fire Relief Association.

I have reviewed Line 15 of the Schedule Form. If Line 15 shows a required contribution, I certify that I will advise the governing municipal body or the independent nonprofit firefighting corporation of any required contribution at its next regularly scheduled meeting.

Shirley A. Miller
Signature of Municipal Clerk/Secretary of independent nonprofit firefighting corporation

Trueman
Signature of independent nonprofit firefighting corporation

248-326-7616
Business Telephone

Shirley A. Miller
Name

7/18/12
Date

Please provide the telephone numbers for the work location(s) at which you conduct relief association business.
THIS CONTACT INFORMATION IS PUBLIC; IT WILL BE AVAILABLE TO ANYONE ON REQUEST.

Please retain a copy of this Schedule Form for your records, upload the form to the Office of the State Auditor's website, and electronically sign the form. Alternatively, a signed paper copy can be submitted to: Office of the State Auditor, Pension Division, 525 Park Street, Suite 500, Saint Paul, MN 55103. Fax: 651-282-5298. Telephone: 651-282-6110.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0480 **Version:** 1 **Name:** Accept a donation of \$135.00 to the Grand Rapids Police Department Reserve Program.

Type: Agenda Item **Status:** Passed

File created: 8/8/2012 **In control:** Police

On agenda: 8/13/2012 **Final action:** 8/13/2012

Title: Adopt a resolution allowing the Grand Rapids Police Department Reserve Program to accept a donation of \$135.00 from the National Night Out dunk tank fundraiser.

Sponsors:

Indexes:

Code sections:

Attachments: [PD NightOut Res](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved	Pass

Adopt a resolution allowing the Grand Rapids Police Department Reserve Program to accept a donation of \$135.00 from the National Night Out dunk tank fundraiser.

Background Information:

On August 7, 2012 the Grand Rapids Police Department Reserve Program had set up a dunk tank at the Grand Rapids Police Department's National Night Out event. As a fundraiser for the Reserve Program, balls were sold 3 for a dollar allowing community members had the opportunity to dunk local city officials. As a result of this fundraiser, the Reserve program raised a total of \$135.00.

Requested City Council Action

Consider adopting a resolution allowing the Grand Rapids Police Department Reserve Program to accept a donation of \$135.00 from the National Night Out dunk tank fundraiser to be used for equipment replacement.

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

RESOLUTION NO. 12-

A RESOLUTION ACCEPTING A \$135 DONATION FROM THE NATIONAL NIGHT OUT
DUNK TANK FUNDRAISER ON AUGUST 7, 2012 FOR THE GRAND RAPIDS POLICE
DEPARTMENT RESERVE PROGRAM TO PURCHASE NEW EQUIPMENT

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 Reserve Program set up a dunk tank on National Night Out and raised \$135 to purchase new equipment.

Adopted this 13th day of August, 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 #: 12-0481 **Version:** 1 **Name:** PW 2012 PT Fall Maintenance Workers
Type: Agenda Item **Status:** Passed
File created: 8/8/2012 **In control:** Public Works
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: Consider hiring Public Works part-time employees for the 2012 Fall maintenance season.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved	Pass

Consider hiring Public Works part-time employees for the 2012 Fall maintenance season.

Background Information:

The Public Works Department hires part-time workers for the Fall maintenance season for parks, athletic fields, right-of-ways and city properties. The cost for these part-time employees are included in the 2012 Budget. Below are the names of the employees that will be considered for employment for the Fall maintenance season:

Gene Eklin at \$13.75 per hour - August 13th through November 30th, 2012.

Jace Luoma at \$8.50 per hour - current summer employee extend employment through to November 30th, 2012.

Jace Martinetto at \$8.00 per hour - current summer employee extend employment through to November 30th, 2012.

Requested City Council Action

Approve Public Works part-time employees for the 2012 Fall maintenance season.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0486 **Version:** 1 **Name:** Approve and sign an agreement with the City of Bovey for the use of the City of Grand Rapids Animal Control Facility.

Type: Agenda Item **Status:** Passed

File created: 8/8/2012 **In control:** Police

On agenda: 8/13/2012 **Final action:** 8/13/2012

Title: Approve and sign an agreement with the City of Bovey for the use of the City of Grand Rapids Animal Control Facility.

Sponsors:

Indexes:

Code sections:

Attachments: [Microsoft Word - Bovey Final Contract 2012](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved	Pass

Request by the Police Department to approve and sign an agreement with the City of Bovey for the use of the City of Grand Rapids Animal Control Facility.

Background Information:

For the past year, the City of Grand Rapids and the City of Bovey have been working under a Animal Control Facility Agreement. The current agreement is set to expire on August 31, 2012 and the City of Bovey would like to renew its agreement with the City of Grand Rapids.

Under this agreement the City of Bovey agrees to pay a \$175.00 per month retainer and will assume all costs associated with the euthanasia and disposal of animals that are euthanized, unclaimed, not adoptable, ill, injured or other reasons allowed by State Statues. This agreement shall remain in full force and effect for a period of one year. Either party may cancel the agreement at any time by giving written notice to the other party at least 30 days prior to the effective date of termination.

This agreement has been reviewed and approved by the City Attorneys Office.

Requested City Council Action

Please consider approving the request by the police department to enter into an Animal Control Facility Agreement with the City of Bovey and authorize Mayor Dale Adams and City Administrator Shawn Gillen to sign the attached agreement.

ANIMAL CONTROL FACILITY AGREEMENT

THIS AGREEMENT, made and entered in this 1 day of September , 2012 by and between the City of Grand Rapids, Itasca County, Minnesota, hereinafter called “**City**” and the City of Bovey, Minnesota, hereinafter called “**Bovey.**”

WHEREAS City presently has a Community Assistance Officer and is operating an animal control shelter facility within the City of Grand Rapids, and

WHEREAS Bovey is desirous of using said facility from time to time, in accordance with the terms of this Agreement.

NOW THEREFORE, IN CONSIDERATION of the mutual covenants herein contained the parties hereto for themselves and successors and assigns, do hereby agree as follows:

1. That City will allow Bovey to use its animal control facility in accordance with the rules and regulations as City may establish or revise periodically. Additionally, the City will not allow the taking of surrendered animals from Bovey. Surrendered animals are those animals whose owners simply do not any longer wish to care for said animal(s). Surrendered animals must be handled by Bovey through a means other than the Grand Rapids Animal Control Facility.
2. In consideration of the use of said animal control facility, Bovey will pay the amount of \$175.00 per month as a monthly retainer. All Bovey animals shall be managed, housed and cared for by the City in accordance with the City’s rules and regulations and all applicable state and federal laws and regulation for a maximum of ten (10) days at no additional cost except as set forth in paragraph 3.
3. Bovey will be billed for the actual costs for euthanasia and disposal of animals that are euthanized, unclaimed, not adoptable, ill, injured or other reasons allowed by State Statutes.
4. The City shall retain all contractual payments, donations and other monies it receives from any source and Bovey shall not be entitled to credit for any such receipts. Such monies shall include any adoption fees and any boarding and impoundment fees which the City may charge an owner of any animal which has been impounded in the Shelter. Bovey shall not be liable for any expenses incurred by the City in its operation of the Shelter and performance of its other obligations set forth herein.
5. All animal criminal investigations will be the responsibility of the Bovey Police Department that fall within Bovey’s jurisdiction.
6. Bovey will be invoiced quarterly for a pro rata portion of the retainer and other charges or expenses under this agreement.

7. This agreement shall remain in full force and effect for a period of one year from September 1, 2012 and will terminate on August 31, 2013. Either party may cancel this Agreement at any time by giving written notice to the other party at least 30 days prior to the effective date of the termination. City shall be paid by Bovey for the work performed prior to the effective date of termination as well as a *pro rata* share of the retainer addressed above. Notice to City shall be mailed or delivered to City Council, Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, MN 55744. Notice to Bovey shall be mailed or delivered to the City Council, Bovey City Hall, P.O. Box 399 Bovey. MN 55709.

8. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers, and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur, or be requested to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this contract.

Liability of the Municipality and Bovey shall be governed by the provisions of the Minn. Stat. Ch. 466 and other applicable laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written.

CITY OF GRAND RAPIDS

CITY OF BOVEY

BY: _____

Dale Adams, Mayor

BY: _____

BY: _____

Shawn Gillen, City Administrator

BY: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0488 **Version:** 1 **Name:** Sale of Timber from Itasca Calvary Cemetery
Type: Agenda Item **Status:** Passed
File created: 8/8/2012 **In control:** Public Works
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: Consider the sale of timber from the Itasca Calvary Cemetery.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved	Pass

Consider the sale of timber from the Itasca Calvary Cemetery.

Background Information:

As a result of the wind storm on July 2nd, there was extensive tree damage at the Itasca Calvary Cemetery. City staff was able to salvage approximately 20 cords of pine saw logs. Four private parties contacted the City in regards to purchasing the saw logs. These individuals were directed to submit quotes prior to August 1st for the purchase of the saw logs. City staff received one quote in an amount of \$1,200.00 from Jerry Seppala.

Staff Recommendation:

City staff is recommending the sale of the saw logs to Jerry Seppala in an amount of \$1,200.00.

Requested City Council Action

Approve the sale of the saw logs from the Itasca Calvary Cemetery to Jerry Seppala in an amount of \$1,200.00.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0489 **Version:** 1 **Name:** CP 2010-3 Final Payment
Type: Agenda Item **Status:** Passed
File created: 8/8/2012 **In control:** Engineering
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: Balancing Change Order and final payment on CP 2010-3, 19th Avenue NW Rail Crossing Improvements.

Sponsors:

Indexes:

Code sections:

Attachments: [8-13-12 Attachment CP 2010-3 BCO.pdf](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved	Pass

Balancing Change Order and final payment on CP 2010-3, 19th Avenue NW Rail Crossing Improvements.

Background Information:

Attached is the balancing change order for CP 2010-3, 19th Avenue NW Rail Crossing Improvements in an amount of \$2,309.51 which reflects the increase/decrease in bid items paid on the unit price basis. The original contract amount was 1,360,000.00. The final contact amount is \$1,393,848.

Staff Recommendation:

City staff is recommending the approval of the balancing change order and final payment to Hammerlund Construction in an amount of \$1,393,848.00 related to CP 2010-3, 19th Avenue NW Rail Crossing Improvements.

Requested City Council Action

Consider approval of the balancing change order and final payment to Hammerlund Construction in an amount of \$1,393,848.00 related to CP 2010-3, 19th Avenue NW Rail Crossing Improvements.

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Nov 2007

City/County of City of Grand Rapids

Change Order No. 2

FEDERAL PROJECT NO. MN PROJ 3111 (190)	STATE PROJECT NO. SP 129-010-004	LOCAL PROJECT NO. CP 2010-3	CONTRACT NO. S.A.P. 129-137-001
CONTRACTOR NAME AND ADDRESS Hammerlund Construction, Inc. 3201 Highway 2 West Grand Rapids, MN 55744		LOCATION OF WORK 19th Ave NW Rail Crossing - CP 2010-3, 111076	
		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: \$1,360,000.00

Net contract change previously authorized by work orders 1-5: \$35,848.00

Net contract change previously authorized by change order 1: -\$2,000.00

Subtotal: \$1,393,848.00

The final contract sum is: \$1,396,157.51

The net contract change documented by this change order is: \$2,309.51


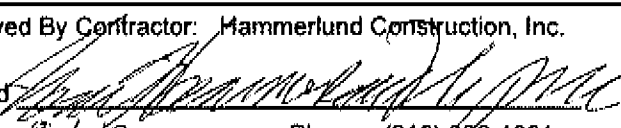
(The payment for these items is included in the pay estimates through each individual item, which is why the change order amount is \$0.00 listed in the heading of this CO)

COST BREAKDOWN

There are no items associated with this Change Order.

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)			
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: Hammerlund Construction, Inc.
Signed: 	Signed: 
Date: <u>8/2/12</u> Phone: (218) 326-7601	Date: <u>8-1-12</u> Phone: (218) 326-1881

Original to Project Engineer; Copy to Contractor

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

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

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

District State Aid Engineer: _____ Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0490 **Version:** 1 **Name:** CP 2011-4 WO 9
Type: Agenda Item **Status:** Passed
File created: 8/8/2012 **In control:** Engineering
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: Work Order 9 related to CP 2011-4, Horseshoe-Isleview Improvements.
Sponsors:
Indexes:
Code sections:
Attachments: [8-13-12 Attachment CP 2011-4 WO 9.PDF](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved	Pass

Work Order 9 related to CP 2011-4, Horseshoe-Isleview Improvements.

Background Information:

Attached is work order 9 related to CP 2011-4, Horseshoe-Isleview Improvements. The purpose of this work order was to improve ditching and replace a culvert on 25th Street SW. This improvement was identified after the heavy rains in June.

Staff Recommendation:

City staff is recommending the approval of Work Order 9 related to CP 2011-4, Horseshoe-Isleview Improvements with Hawkinson Construction in an amount of \$6,327.72.

Requested City Council Action

Consider approval of Work Order 9 related to CP 2011-4, Horseshoe-Isleview Improvements with Hawkinson Construction in an amount of \$6,327.72.

STATE AID FOR LOCAL TRANSPORTATION
WORK ORDER FOR MINOR EXTRA WORK

Nov 2007

City/County of City of Grand Rapids

Work Order No. 9

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 WORK ORDER AMOUNT \$6,327.72	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.


On the east side of the first driveway east of Horseshoe Lake Road on the north side of 25th St SW, water is not being maintained in the ditch. Instead it is leaving the R/W and entering the private property to the north, which is causing flooding in the yard. It has been determined that the existing 24LF of 12" culvert on this driveway shall be removed and replaced with 27 LF of 18" PC-CS culvert w/aprons and trash guards. In addition, ditching will occur on the west side of the driveway for 90 LF and excavated material will be bermed up on the north side of the improved ditch to keep water in the ditch and direct it to the culvert.

This work will be completed for the negotiated price listed below, and includes all removals, pipework, ditching, topsoiling, seeding, and erosion control blanket.

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 004					
2105.601	CONSTRUCT DITCH	LS	\$6,327.72	1	\$6,327.72
Funding Category No. 004 Total:					\$6,327.72
Work Order No. 9 Total:					\$6,327.72

* Funding category is required for federal projects.

Approved By Project Engineer: Tom Pagel	Approved By Contractor: Hawkinson Construction Co. Inc.
Signed _____	Signed 
Date: _____ Phone: (218) 326-7601	Date: <u>7-30-12</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:

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

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

District State Aid Engineer: _____ Date: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0491 **Version:** 1 **Name:** CP 2011-6 Herdegen Easement
Type: Agenda Item **Status:** Passed
File created: 8/8/2012 **In control:** Engineering
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: Purchase of permanent easement related to CP 2011-6, Horseshoe Lake Road Improvements.
Sponsors:
Indexes:
Code sections:
Attachments: [8-13-12 Attachment CP 2011-6 Easements.pdf](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved	Pass

Purchase of permanent easement related to CP 2011-6, Horseshoe Lake Road Improvements.

Background Information:

Attached is the final easement agreement with Dennis Herdegen related to CP 2011-6, Horseshoe Lake Road Improvements.

Staff Recommendation:

City staff is recommending the purchase of permanent easement from Dennis Herdegen related to CP 2011-6, Horseshoe Lake Road Improvements in an amount of \$2,864.00.

Requested City Council Action

Consider the purchase of permanent easement from Dennis Herdegen related to CP 2011-6, Horseshoe Lake Road Improvements in an amount of \$2,864.00.



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

ENGINEERING DEPARTMENT

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

OFFER LETTER

May 7, 2012

Dennis Herdegen and Carol Herdegen
P.O. Box 345
Grand Rapids, MN 55744

In reply refer to: Purchasing Easement for construction of the Horseshoe Lake Road Improvements, City Project 2011-6

Dear Dennis Herdegen and Carol Herdegen:

The City of Grand Rapids hereby submits to you an offer of **\$2,864.00**, for a permanent easement, which is the amount of the appraised market value of the above referenced property and/or certain rights therein, as contained in " PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT " attached hereto, disregarding any change in the before value of the property caused by the Horseshoe Lake Road project.

The City's appraisal of market value is based on appraisals made by the City and/or an independent appraiser. This purchase offer does not prohibit you from donating the land necessary to complete this project.

You will have a reasonable length of time to consider the offer (approximately 30 days). To aid in your decision you may want to secure your own appraisal. The City of Grand Rapids will reimburse you a reasonable amount for that appraisal fee, limited to the amount set by law. Reimbursement cannot be made, however, until after your property is acquired.

Minnesota Law also provides that the owner and/or occupants of the property being acquired will be reimbursed for the actual cost of moving personal property. Certain incidental costs incurred in transferring the title will be paid by the City.

If you decide to accept the City's offer you will be paid upon your providing the City with an executed Public Service and Infrastructure Easement. If the City cannot be vested with good title to the property, or if the offer is unacceptable, the City may acquire said easement in eminent domain proceedings.

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the proceeds you received from the City. You may need to report some of the proceeds on your tax return.

Your tax preparer will know what taxes consequences you may have as a result of this income. If you or your accountant would like to further discuss this information, you should contact Shirley Miller, Finance Director, at 218.326.7616

Also this is not a purchase of this property, only an easement on the land, you still own the land, but the county will reduce the land value to reflect the easement.

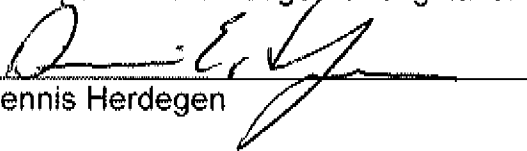
This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,

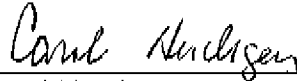


By: Patrick Pollard
Engineering Tech.

Receipt is acknowledged or original of this letter, enclosures and attachments mentioned herein.



Dennis Herdegen



Carol Herdegen

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE made and entered into this 7th day of May, 2012 by and between Dennis Herdegen and Carol Herdegen, husband and wife, of Grand Rapids, Minnesota, as Grantors and The City of Grand Rapids, a political subdivision and road authority of the State of Minnesota, as Grantee.

WITNESSETH that whereas said Grantors are the fee simple owners of a tract of land in the County of Itasca, State of Minnesota, described as follows:

Exhibit 11
Dennis Herdegen and Carol Herdegen
Parcel No. 91-556-0110

EXISTING LEGAL DESCRIPTION

Lot One (1), Block One (1), HORSESHOE ACRES.

Subject to reservations, restrictions and easements as the same appear of record.

NOW THEREFORE, Grantors, in consideration of One Dollar (\$1.00) and other good and valuable consideration, to them in hand paid by said Grantee, the receipt of which is hereby acknowledged, hereby grant to said Grantee, its successors and assigns, a **permanent easement** for the purpose of providing public services and infrastructure within the perpetual easement described as follows:

PERMANENT EASEMENT

The East 17.00 feet of the above described existing legal description which lies westerly and adjacent to Horseshoe Lake Road, as platted, in the recorded plat of HORSESHOE ACRES.

Grantors, for their heirs, executors and administrators, do covenant with the Grantee, its successors and assigns, that they are the owner of said lands and have good right to convey an easement and option in manner and form herein, and the same is free from all encumbrances.

Grantors agree that all rights, title, interests and privileges granted to Grantee by this Agreement shall run with the land and shall be binding upon and inure to the benefit

of the parties, their respective heirs, executors, administrators, successors, assigns, and legal representatives.

Grantee agrees that the Grantors shall have the right to grant other non-exclusive easements in, along or upon the easement premises, provided however that:


1. Any other such easements shall be subject to the easement granted to Grantee by this Agreement; and

2. Grantee shall have first consented in writing to the terms, nature and location of any such other easements to determine that the easements do not interfere with Grantee's rights granted by this Agreement.

Grantors reserve the right to use the easement premises in any manner that will not prevent or interfere with the rights granted to Grantee by this Agreement; provided, however, that Grantors shall not obstruct or permit the obstruction of the easement premises at any time without the express prior written consent of the Grantee.

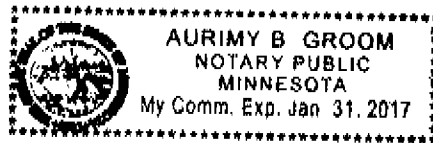
TO HAVE AND TO HOLD SAID EASEMENT, unto said Grantee, its assigns and successors, as appurtenant to said land.

IN WITNESS WHEREOF, said Grantors have hereunto set their hands and seals the date and year first above written.

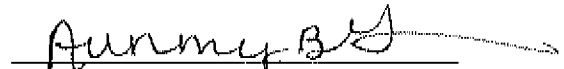

Dennis Herdegen, Grantor


Carol Herdegen, Grantor

STATE OF MINNESOTA)
) SS
COUNTY OF ITASCA)






On this 25th day of July, 2012, before me a Notary Public within and for said County and State, personally appeared, Dennis Herdegen and Carol Herdegen, to me known to be the person(s) described in and who acknowledged the foregoing instrument, and acknowledged that they executed the same as their free act and deed.


Notary Public

THIS DOCUMENT WAS DRAFTED BY:
Patrick Pollard
Engineering Tech.
City of Grand Rapids
420 Pokegama Ave. N.
Grand Rapids, MN 55744

LEGEND

-  PROPOSED PERMANENT EASEMENT
-  EXISTING PLATTED ROADWAY
-  PROPERTY LINES

PROPOSED 11' TRAIL

EAST LINE OF NE 1/4-SW 1/W SEC 29

HERDEGEN
91-556-0110

HORSESHOE LAKE ROAD

50.00'

17.00'

33.00'



HORSESHOE DRIVE



Parcel Number	91-556-0110
Owner	Herdegen
Area of Parcel	74,817.97 SF
Zoning	RR
Area of Proposed Permanent Easement	6,363.20 SF
Area of Existing Prescriptive Road Easement	0.00 SF
Area of Compensation (Permanent Easement)	6,363.20 SF



FILE NO.
D/H
03/12/12

HERDEGEN EASEMENT
HORSESHOE LAKE ROAD
GRAND RAPIDS, MINNESOTA

EXHIBIT
NO. 11



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0492 **Version:** 1 **Name:** CP 2014-1, Final Payment
Type: Agenda Item **Status:** Passed
File created: 8/8/2012 **In control:** Engineering
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: Change Order 2, Balancing Change Order, and Final Payment related to CP 2014-1, 1st Avenue NE Reconstruct.

Sponsors:

Indexes:

Code sections:

Attachments: [8-13-12 Attachment CP 2014-1 CO and BCO.pdf](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved	Pass

Change Order 2, Balancing Change Order, and Final Payment related to CP 2014-1, 1st Avenue NE Reconstruct.

Background Information:

Attached is Change Order 2, Balancing Change Order, and Final Payment related to CP 2014-1, 1st Avenue NE Reconstruct. Change Order 2 was for additional drainage and sealing adjacent to catch basin structures in the park between Pokegama Avenue and 1st Avenue NE. The Balancing Change Order reflects increase/decrease in bid items paid by unit price in an amount of \$2,224.34. The original contract amount was \$514,000.00. The final contract amount is \$521,401.59.

Staff Recommendation:

City staff is recommending the approval of Change Order 2, Balancing Change Order, and Final Payment related to CP 2014-1, 1st Avenue NE Reconstruct with Hammerlund Construction in a final contract amount of \$521,401.59.

Requested City Council Action

Consider approval of Change Order 2, Balancing Change Order, and Final Payment related to CP 2014-1, 1st Avenue NE Reconstruct with Hammerlund Construction in a final contract amount of \$521,401.59.

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Nov 2007

City/County of City of Grand Rapids

Change Order No. 2

FEDERAL PROJECT NO. GRANR-116236	STATE PROJECT NO.	LOCAL PROJECT NO. C.P. 2014-1	CONTRACT NO. SEH# 116236
CONTRACTOR NAME AND ADDRESS Hammerlund Construction, Inc. 3201 Highway 2 West Grand Rapids, MN 55744		LOCATION OF WORK	
		TOTAL CHANGE ORDER AMOUNT \$6,455.65	

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

After construction, it was determined that the drainage structures in the park were allowing silt/sediment to enter the storm sewer line, thus causing settlements. These drainage structures require additional rock and geotextile fabric to eliminate these settlements.


COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 004					
2503.601	MAINTENANCE OF STORM SEWERS	LUMP SUM	\$6,455.65	1	\$6,455.65
Funding Category No. 004 Total:					\$6,455.65
Change Order No. 2 Total:					\$6,455.65

* Funding category is required for federal projects.

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

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

Approved By Project Engineer:	Approved By Contractor: Hammerlund Construction, Inc.
Signed _____	Signed 
Date: _____ Phone: (218) 326-7601	Date: <u>7/31/12</u> Phone: (218) 326-1881

Original to Project Engineer; Copy to Contractor

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

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

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

District State Aid Engineer: _____ Date: _____

STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Nov 2007

City/County of City of Grand Rapids

Change Order No. 3

FEDERAL PROJECT NO. GRANR-116236	STATE PROJECT NO.	LOCAL PROJECT NO. C.P. 2014-1	CONTRACT NO. SEH# 116236
CONTRACTOR NAME AND ADDRESS Hammerlund Construction, Inc. 3201 Highway 2 West Grand Rapids, MN 55744		LOCATION OF WORK	
		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 items units upon final completion of the project. The overrun/underrun report is attached as an exhibit to this change order.

Original contract amount: \$514,000.00

Net contract change previously authorized by change orders 1-2: \$5,177.25

The final contract sum: \$521,401.59

The net contract change documented by this change order: \$2,224.34

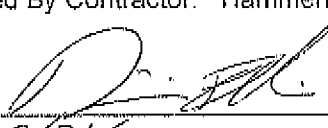
(The payment for these items is included in the pay estimates through each individual item, which is why the change order amount is \$0.00 listed in the heading of this CO)

COST BREAKDOWN

There are no items associated with this Change Order.

* Funding category is required for federal projects.

CHANGE IN CONTRACT TIME (check one)	
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 _____ Working Days	
by _____ Calendar	c. <input type="checkbox"/> May be revised if work affected the controlling operation
<input type="checkbox"/> Is Increased by _____ Days	
<input type="checkbox"/> Is Decreased _____ Calendar	
by _____ Days	

Approved By Project Engineer:	Approved By Contractor: Hammerlund Construction, Inc.
Signed _____	Signed 
Date: _____ Phone: (218) 326-7601	Date: <u>7/31/12</u> Phone: (218) 326-1881

Original to Project Engineer; Copy to Contractor

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



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0493 **Version:** 1 **Name:** Election Judge Resolution
Type: Agenda Item **Status:** Passed
File created: 8/8/2012 **In control:** Administration
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: Adopt a resolution authorizing additional election judges within 25 days of the election.
Sponsors:
Indexes:
Code sections:
Attachments: [12- - Additional Election Judges](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved	Pass

Adopt a resolution authorizing additional election judges within 25 days of the election.

As per the Office of the Minnesota Secretary of State City Clerk Election Guide, Chapter 6, Sec. 3, para. 2, The City Council may pass a resolution authorizing additional election judges with 25 days before the election, if they deem necessary. The wording of the resolution may allow the City Clerk substitutions as necessary.

Due to the shortage of election judges, and withdrawal of others appointed at a previous meeting, we are requesting the Council adopt a resolution authorizing additional election judges as needed and approval for payroll purposes.

Adopt a resolution authorizing additional election judges within 25 days of the election.

Councilor _____ introduced the following resolution and moved for its adoption:

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING ADDITIONAL ELECTION JUDGES WITHIN 25 DAYS
BEFORE AN ELECTION.

WHEREAS, the City of Grand Rapids, at its June 11, 2012 regular meeting appointed individuals to serve as election judges at four election precincts; and

WHEREAS, there are a limited number of judges for the 2012 election process; and

WHEREAS, the Minnesota Secretary of State provides for a City Council to authorize additional election judges within 25 days before the election if deemed necessary.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, hereby authorizes the City Clerk to appoint additional alternate election judges to use as substitutions as needed.

Adopted this 13th day of August 2012.

Dale C. Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0487 **Version:** 1 **Name:** Board & Commission Minutes
Type: Minutes **Status:** Approved
File created: 8/8/2012 **In control:** Administration
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: Acknowledge minutes for Boards & Commissions.

Sponsors:

Indexes:

Code sections:

Attachments: [April 10, 2012 Police Civil Service](#)
[June 21, 2012 Central School Minutes](#)
[June 27, 2012 Human Rights](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Acknowledge Boards and Commissions	

Acknowledge minutes for Boards & Commissions.

GRAND RAPIDS CIVIL SERVICE COMMISSION MEETING
TUESDAY, APRIL 10, 2012 – 3:00 P.M.
CONFERENCE ROOM 2B
CITY HALL – 420 NORTH POKEGAMA AVENUE

CALL TO ORDER: Pursuant to due notice and call thereof, a regular meeting of the Grand Rapids Police Civil Service Commission was held in Conference Room 2B of City Hall on Tuesday, April 10, 2012 at 3:00 p.m.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners Wanda Bunes, Dave Wigfield and Jim Martinetto. Absent: None.

Others Present: Police Chief Jim Denny, Assistant Chief Steve Schaar, Lynn DeGrio, Human Resources Director.

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER MARTINETTO, SECOND BY COMMISSIONER WIGFIELD TO APPROVE THE MINUTES OF MARCH 13, 2012 REGULAR MEETING WITH CORRECTION TO COMMISSIONER WIGFIELD'S NAME AS NOTED. The following voted in favor thereof: Martinetto, Wigfield and Bunes. Opposed: None, motion passed.

Certify three Sergeant Candidates:

Point noted for applicants is:

Troy Scott – 188, Jeremy Nelson – 260, Robert Stein – 270, Brian Mattson – 264

MOTION BY COMMISSIONER MARTINETTO, SECOND BY COMMISSIONER WIGFIELD TO CERTIFY APPLICANTS, IN ALPHABETICAL ORDER, BRIAN MATTSON, JEREMY NELSON AND ROBERT STEIN, TO THE ELIGIBILITY LIST FOR THE POSITION OF PATROL SERGEANT. The following voted in favor thereof: Wigfield, Martinetto, Bunes. Opposed: None, motion passed.

Consider change to certified list for Police Officer position:

Clarification regarding certifying list of possible officers. No action needed at this time.

Police Department comments and concerns:

Sec. 16 of Civil Service Rules will be reviewed by attorney and revised as necessary.

Commissioner Dave Wigfield is appointed Chair.

The next regularly scheduled meeting will be May 8, 2012 unless otherwise noted.

The meeting was adjourned at 3:15 p.m.

Respectfully submitted: Kimberly Johnson-Gibeau, City Clerk

**CENTRAL SCHOOL COMMISSION
THURSDAY, JUNE 21, 2012
CONFERENCE ROOM 2A, CITY HALL
GRAND RAPIDS, MINNESOTA
AT 9:00 A.M.**

CALL TO ORDER:

Pursuant to due notice and call thereof, a regular meeting of the Central School Commission was held Thursday, June 21, 2012, at 9:04 a.m., in Conference Room 2A, City Hall, Grand Rapids, Minnesota.

CALL OF ROLL:

On a Call of Roll, the following members were present: Commission Chair Denny Brown, Commissioners: Robert Drake, Jean Halverson, Trudy Hasbargen and Dale LaRoque. Absent: None.

Others present: Shirley Miller, Ron Edminster, Tom Schmoll.

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER DRAKE, SECOND BY COMMISSIONER HALVERSON TO APPROVE THE MINUTES OF MAY 17, 2012 AS PRESENTED. The following voted in favor thereof: Halverson, Drake, LaRoque, Hasbargen, Brown. Opposed: None; motion passed.

APPROVE PAYMENT OF BILLS:

MOTION BY COMMISSIONER HASBARGEN, SECOND BY COMMISSIONER DRAKE TO APPROVE PAYMENT OF CLAIMS IN THE AMOUNT OF \$6,691.99:

Ameripride Linen & Apparel	80.80	Burggraf's Ace Hardware Inc.	203.37
Centurylink Inc.	46.03	Cole Hardware	10.13
Deer River Hired Hands	16.00	Dobson Floor Sanding	1000.00
Robert Drake	51.03	Evans Electric Inc.	345.00
Filthy Clean	1,251.56	Grand Rapids Arts	90.00
Grand Rapids Newspaper	829.00	Jean Halverson	23.92
Itasca County Treasurer	45.00	MN Energy Resources	806.50
Minnesota Use & Sales Tax	1.61	Occupational Development Ctr.	69.47
Old School Pastries & Gift	104.90	Paul Bunyan Communications	75.18
PUC	858.99	Rapids Plumbing & Heating	48.50
SIM Supply	178.50	Sterle Law Office	65.00
Waste Management	316.50	You & Me LLC	175.00

The following voted in favor thereof: Halverson, Drake, Hasbargen, LaRoque, Brown. Opposed: None; motion carried unanimously.

MOTION BY COMMISSIONER DRAKE, SECOND BY COMMISSIONER HALVERSON TO APPROVE PAYMENT FOR THE FOLLOWING ADDITIONAL BILL: Rapid Pest Control - \$61.45. The following voted in favor thereof: Drake, Halverson, Hasbargen, LaRoque, Denny. Opposed: None, motion passed.

Building Maintenance Report:

- Foundation repairs to begin July 9th.

- Bakery repairing water dunes to tiles, etc.
- Reinsulated pipes in MN Reading Corp room at cost of \$1400.00.

Management Report:

- Management will work with Building Maintenance to install signage under paintings.

Update of First Fridays:

- July-Sidewalk Poetry with Library & Art Association. Central School will host announcement of winner for poetry project; Tall Timber Days will provide wine service, wine donated by Jerry's Warehouse Liquor.
- December-Karen Walker, ISD 318 Community Ed. and Children First to host Santa Claus event and visit with children located in Central School.

MOTION BY COMMISSIONER HALVERSON, SECOND BY COMMISSIONER DRAKE TO PROCEED WITH FIRST FRIDAY EVENT IN DECEMBER 2012 WITH KAREN WALKER, ISD 318 COMMUNITY EDUCATION AND CHILDREN FIRST CHRISTMAS PROGRAM IN CENTRAL SCHOOL. The following voted in favor thereof: Hasbargen, Halverson, Drake, LaRoque, Brown. Opposed: None, motion passed.

Strategic Planning Update: City staff preparing RFP.

2013 Budget: Distributed budget info. Discuss at next meeting.

Property taxes in rent: Detail on spaces to be presented at next meeting.

Other: Discussed renting empty rooms during holiday season. Discuss further at next meeting.

There being no further business, the meeting adjourned at 10:50 a.m.

Respectfully submitted, Shirley Miller, Finance Director

CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION
CONFERENCE ROOM 2B – 420 NORTH POKEGAMA AVENUE
WEDNESDAY, JUNE 27, 2012 – 4:00 P.M.

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2B of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota, on Wednesday, June 27, 2012 at 4:00 p.m.

CALL OF ROLL: On a Call of Roll, the following members were present: Commission Chair: Freeman, Commissioners: Hall, Dowell, Learmont, Hendrickson, Hain and Sanderson. Absent: Commissioners Weidendorf and Mundt.

Staff Present: Lynn DeGrio, Kimberly Johnson-Gibeau

1. **CALL TO ORDER:** The meeting was called to order by Chair Freeman at 4:00 p.m.
2. **SETTING OF REGULAR AGENDA:** Additions to regular agenda:
 - Follow up on Commission Planning
 - Brochures
 - Commissioner Hain resignation
3. **APPROVAL OF MINUTES:** **May 30, 2012 regular meeting**

MOTION BY COMMISSIONER SANDERSON, SECOND BY COMMISSIONER HALL TO APPROVE THE MINUTES OF MAY 30, 2012 AS PRESENTED. The following voted in favor thereof: Sanderson, Hendrickson, Hain, Dowell, Freeman, Hall, and Learmont. Opposed: None, motion passed.

4. **OLD BUSINESS:**
 - a. Human Rights Training Showcase – Rescheduled.
Discussion reviewing showcase. Overall experience was positive. Excellent turnout.
 - b. Commission Planning
Review of notes from planning session. Shared ideas, discussing possible opportunities for partnership and collaboration. Reviewed cost for Diversity Jelly Beans, education & distribution. Ms. DeGrio will research purchasing options and follow up at next meeting.
 - c. Brochures:
Discussed accessibility brochure and distribution. Rack cards need to be updated. Recommendation to create labels to put on cards when information changes.
5. **NEW BUSINESS:**
 - a. Treasure’s Report: Reviewed.

b. Resignation:

Commissioner Lisa Hain states intent to resign. The Commission accepts her resignation with appreciation for years of service.

Other:

Trying to reschedule Marriage Amendment Workshop for Tuesday, October 2nd.

Items for next agenda should be Diversity Jelly Beans, Northland Foundation Power Point.

There being no further business the meeting adjourned at 5:05 p.m.

Respectfully submitted, Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0497 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Filed
File created: 8/9/2012 **In control:** Fire
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: Department Head Report: Fire Department

Sponsors:

Indexes:

Code sections:

Attachments: [August 2012 Report](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Received and Filed	

Department Head Report: Fire Department

Background Information:

[Enter Background Information Here]

Staff Recommendation:

[Enter Recommendation Here]

Requested City Council Action

[Enter Action by Here]



FIRE DEPARTMENT

Phone: 218.326.7639

FAX: 218.326.7655

E-mail: grfire@grandrapidsmn.org

Address: 420 North Pokegama Avenue
Grand Rapids, Minnesota 55744



Department Head Report for August 13, 2012 Council Meeting

The number of fire calls that the department has responded to so far this year is at 136, which reflects an increase to the trend that we've seen over the last several years. Much of this increase can be attributed to the weather; in fact, 21% of our calls this year have been weather-related.

Despite the number of calls and the oftentimes precarious situations that we find ourselves in, our safety record remains extraordinary. We have not had an injury reported yet this year, and we've been injury-free within the department for nearly two years (2 minor reports in 2010).

We are in the process of renewing our contract with the State of MN as a Hazardous Materials Chemical Assessment Team. As a contractor, our department receives as much as \$45,000 per year in reimbursements for training and equipment, and we are eligible for several state and federal grant opportunities to supplement our training and equipment needs.

The department continues to see a variety of personnel changes due to retirements and position vacancies. Mike McCartney retired earlier this summer after 20 years on the department, and Karl Gaalaas was recently hired to replace Mike. We are anticipating several more retirements in the department; as many as six members are eligible to retire with full vesting within the next two years.

Last year at this time I reported to the Council of the challenges that the department faces in 2012 were the "4 R's": Replacement of the rooftop HVAC unit for the meeting room; Retirements in 2012-2014; Reimbursements for training; and Replacement of apparatus.

- The HVAC unit was approved for replacement through the C.I.P. process.
- We continue to work on the recruitment and retention of our firefighter roster.
- The State has approved "dedicated" funding for firefighter training.
- The new Rescue/Pumper specs are ready for the bidding process.

The fire service as a whole, nationwide, has been putting more and more emphasis on firefighter credentialing and education. The GRFD has been very proactive in ensuring that our members have the proper training and education credentials, and that we set the bar for credentialing in our region.

Even with the increase in the number of calls this year, our budget to-date is in-tact. We continue to monitor our energy costs and operating expenses, and we continue with our maintenance and safety improvements to the fire hall.

As always, please contact me if you have any questions or concerns.
Steve Flaherty, Fire Chief



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0475 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Passed
File created: 8/7/2012 **In control:** Fire
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: Purchase of Hazmat Gas Monitors

Sponsors:

Indexes:

Code sections:

Attachments: [Metro Fire Quote](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved As Presented	Pass

Purchase of Hazmat Gas Monitors

Background Information:

Due to excess maintenance costs and outdated technologies of our current system, the Grand Rapids Fire Department's Hazmat Team has identified the need to upgrade their existing gas monitoring system. Air monitoring equipment such as these hand-held monitors are critical in the everyday responses of both the Hazmat Team and the Fire Department. Hazmat Officer Shawn Graeber has spent time with several vendors and has researched the many brands of gas monitors that are made for our type of use in-the-field, and he is recommending that the MSA Altair4 monitor system will best fit our needs.

City Council had previously approved accepting a grant from the State of Minnesota in the amount of \$55,000 for equipment needs of the team. The particular grant that will be used for this purchase expires in 2013, and Metro Fire is the vendor who provides MSA equipment in this region.

Staff Recommendation:

[Enter Recommendation Here]

Requested City Council Action

Consider allowing the Grand Rapids Fire Department to purchase five (5) MSA Altair4 gas monitors, docking stations and related equipment from Metro Fire , using grant money from the 2010 -SHSP-00741 Grant in the amount of \$12,348.60, plus any applicable shipping and/or tax.

METRO WIRE

PREPARED FOR:
GRAND RAPIDS FIRE DEPARTMENT

QUANTITY:	DESCRIPTION:	UNIT PRICE:	TOTAL:
5	MSA CONFIGURED ALTAIR4 INSTRUMENT TYPE X ALTAIR 4X COMBUSTIBLE SENSOR L 0-100% LEL (PENTANE 1.4%) O2 SENSOR 2 O2 SENSOR (0-30%) 4X ONLY TOXIC SENSORS A CO AND H2S (PPM) ALTAIR 4X POWER SUPPLY N NORTH AMERICAN APPROVAL LABEL C CSA/ETL EXTENDED WARRANTY 0 STANDARD WARRANTY BULK PACKAGING 0 NONE (INDIVIDUALLY PACKED) COLOR CASE OPTION 0 NONE (BLACK OR CHARCOAL) CUSTOM FEATURES 0 NONE	\$763.04	\$3,815.20
4	MSA GALAXY, CONFIGURED INSTRUMENT TYPE F ALTAIR4 EXPANDED SOLENOID 0 NO REGULATOR 1 ONE CYLINDER HOLDER 1 ONE INSTRUMENT CHARGING 1 YES POWER SUPPLY N NORTH AMERICA MEMORY CARD 0 NO NETWORK INTERFACE 0 NONE FUTURE OPTION 0 NONE CUSTOM OPERATIONS 0 NONE	\$1,564.06	\$6,256.24
1	GALAXY, CONFIGURED INSTRUMENT TYPE F ALTAIR4 EXPANDED SOLENOID 0 NO REGULATOR 1 ONE CYLINDER HOLDER 0 NONE INSTRUMENT CHARGING 1 YES POWER SUPPLY N NORTH AMERICA MEMORY CARD 0 NO NETWORK INTERFACE 0 NONE FUTURE OPTION 0 NONE CUSTOM OPERATIONS 0 NONE	\$1,482.81	\$1,482.81
1	MSA 10062364 MOUNTING RAIL	\$39.87	\$39.87
	MINNESOTA STATE SALES TAX	\$794.35	\$794.35
		TOTAL:	\$12,348.60



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



All returns are subject to Metro Fire's Return Policy - Special Order Items Can Not Be Cancelled or Returned

Date of Quotation: 7-17-2012

Quote Expires: 30 Days

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 #: 12-0483 **Version:** 1 **Name:** Services Agreement with Financial Crimes Services, LLC to implement a Traffic Diversion Database / Patriot Order for the City of Grand Rapids.

Type: Agenda Item **Status:** Passed

File created: 8/8/2012 **In control:** Police

On agenda: 8/13/2012 **Final action:** 8/13/2012

Title: Services Agreement with Financial Crimes Services, LLC to implement a Traffic Diversion Database / Patriot Order for the City of Grand Rapids.

Sponsors:

Indexes:

Code sections:

Attachments: [Services Agreement Patriot Order for Grand Rapids MN](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved As Presented	Pass

Authorize the Mayor, City Administrator and Chief of Police to sign a Services Agreement with Financial Crimes Services, LLC to implement a Traffic Diversion Database / Patriot Order for the City of Grand Rapids.

Background Information:

This agreement is for the development and implementation of a Traffic Diversion Program that provides an alternative to criminal prosecution of individuals who have been cited for minor traffic violations. Individuals cited for minor traffic violation will have the opportunity to pay a fee and participant in an online educational program in lieu of receiving a criminal citation.

By entering into this agreement, the City of Grand Rapids agrees to pay the fees associated with the development of the program, as well as operational fees and the purchase of equipment and software needed to run the program. The first year cost to run the Traffic Diversion Program will not exceed the amount of \$22,416.35. There after the police department will be responsible for paying an annual service fee of approximately \$5,984.00 per year.

Requested City Council Action

Consider authorizing the Mayor, City Administrator and Chief of Police to sign a Services Agreement with Financial Crimes Services, LLC to implement a Traffic Diversion Database / Patriot Order for the City of Grand Rapids.



Financial Crimes Services, LLC
 415 Main Street
 Red Wing, MN 55066
 651-388-1023 Office
 651-385-4343 Fax
 scott@financialcrimes.net

**SERVICES AGREEMENT
 TRAFFIC DIVERSION DATABASE / PATRIOT ORDER
 FOR THE
 CITY OF GRAND RAPIDS**

This agreement is made and entered this _____ day of _____, 2012, by and between the City of Grand Rapids, State of Minnesota ("City") and Financial Crimes Services, LLC ("FCS"), of 415 Main Street, Red Wing, MN 55066.

Purpose:

Develop, host, and support the "Traffic Diversion Program" along with installing PATRIOT* as stated in Exhibit A.

City responsibility:

- A. Provide contact(s) to develop base core of wants and needs for development
- B. Provide one office PC, squad laptop and squad for testing
- C. Provide network personnel when needed

FCS responsibility:

- A. Provide personnel and developers
- B. Provide personnel for daily management
- C. Provide call center – hours TBD
- D. Accept payments electronically and forward payments to City
- E. Provide web hosting service
- F. Provide guidance during development
- G. Ensure testing is conducted in an orderly fashion and install PATRIOT

Fees:

Programming:

Traffic Diversion Development \$15,000 one time

Operations:

Maintenance	\$ 500
Hosting*	\$ 480
Management	<u>\$ 3,000</u>
Total	\$ 4,180 yearly

PATRIOT: Exhibit B - Contract

*Hosting costs will increase as database size increases

*Monthly service fee for credit card included in Management, transaction fees will be deducted on each check sent.



Financial Crimes Services, LLC
415 Main Street
Red Wing, MN 55066
651-388-1023 Office
651-385-4343 Fax
scott@financialcrimes.net

Development Timeline: (estimated)*

1. Sign contract
2. Conduct development meeting 2 wks. after signing
3. Development –? weeks
4. Review
5. Development –? week(s)
6. Test
7. Review
8. Development –? week(s)
9. Test
10. Install and test with one squad
11. Development – Time?
12. Install
13. Activate

*estimates will be firmed up after the development meeting.

Change Orders:

After final agreement, any new development request and programming adds will need to be agreed to as well as any costs for programming or new request for changes. Any and all programming will remain proprietary to Financial Crimes Service, LLC. (“FCS”) and shall not be disclosed to third parties without written consent by both parties.

Amendments or Material Modifications:

All amendments or modifications to this Agreement must be in writing and approved by both parties.

Hold Harmless and Indemnification:

FCS shall save and protect, hold harmless, indemnify and defend the City, its officers and employees against any and all claims, causes of action, suits, liabilities, losses, charges, damages or costs and expenses arising from, or allegedly arising from, or resulting directly or indirectly from any professional errors and omissions and/or negligent or willful acts or omissions of FCS and its employees and agents, in the performance of this Agreement.

Independent Contractor:

Nothing contained in this Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. FCS shall at all times remain an independent contractor with respect to the services to be provided under this agreement.

The City shall be exempt from payment of all unemployment insurance, FICA, retirement, life and medical insurance, and workers' compensation insurance for any and all of FCS employees and agents. Payment of insurance premiums, tax withholding, and all other benefits are strictly FCS' responsibility.



Financial Crimes Services, LLC
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Red Wing, MN 55066
651-388-1023 Office
651-385-4343 Fax
scott@financialcrimes.net

Sub-Contractor:

FCS uses the subcontract assistance for development from Seventh Street Systems. Seventh Street System shall be bound by this contract and follow contract requirements as outlined.

Entire Agreement:

This entire Agreement supersedes any and all other Agreements, either oral or written, between the parties hereto with respect to the subject matter hereof, and contains all of the Agreements between the parties with respect to said matter. Each party to this Agreement acknowledges that no representations, inducements, promises, or Agreements, oral or otherwise, have been made by either party which is not embodied herein, and that no other Agreements, statements, or promises not contained within this Agreement shall be valid or binding. All provisions contained within this Agreement shall be valid or binding. The laws of Minnesota and the United States of America shall govern all provisions within this Agreement.

Notice:

City of Grand Rapids
501 South Pokegama Avenue
Grand Rapids, MN 55744

Diversion Solutions, LLC
415 Main Street
Red Wing, MN 55066
Attn: Scott Adkisson

Attn:

Insurance:

FCS and/or its subcontractors agree to provide and maintain, at its own cost and at all times during its performance under this contract until completion of the work, such liability insurance coverage as is set forth below, and to otherwise comply with the provisions that follow:

Workers' Compensation: Workers' Compensation insurance in compliance with all applicable statutes.

Auto Insurance – Owned and unowned

General Liability: "Commercial General Liability Insurance" (Insurance Service Office policy form title), or equivalent policy form, providing coverage on an "occurrence," rather than on a claims made basis, the policy for which shall include, but not limited to, coverage for bodily injury, property damage, personal injury, contractual liability (applying to this contract), Independent Contractors. Coverage for explosions, collapse and undergrounds shall **not** be included.

Such a policy shall name the County as an additional insured thereunder, and shall apply on a primary basis with respect to any similar insurance maintained by the County, which other insurance of the County, if any, shall apply in excess of Diversion Solutions insurance and not contributed therewith.

Such Commercial General Liability insurance policy shall provide a combined single limit in the amount of at least \$2,000,000 (two million) Each Occurrence, applying to liability for bodily injury and property damage, and a combined single limit of at least the same amount applying to liability for Personal Injury and Advertising Injury. Such minimum limits may be satisfied by the limit afforded under Firm's Commercial General Liability Insurance Policy, or by such Policy in combination with limits afforded by an Umbrella or Excess Liability Policy (or policies), provided that the coverage afforded under any such Umbrella or Excess Policy is at least in all material respects



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as broad as that afforded by the underlying Commercial Liability Policy, and further that the County is included as an additional insured thereunder.

Such Commercial General Liability Policy and Umbrella or Excess Liability Policy (or policies) may provide aggregate limits for some or all of the coverage afforded thereunder, so long as such aggregated limits are not at any time during which such coverage is required to be maintained hereunder reduced to less than the required Each Occurrence limit stated above, and further, that the Umbrella or Excess Liability provides from the point that such aggregate limits in the underlying Commercial General Liability Policy become reduced or exhausted. An Umbrella or Excess Liability Policy which “drops down” to respond immediately over reduced underlying limits, or in place of exhausted underlying limits, but subject to a deductible or “retention” amount, shall be acceptable in this regard so long as such deductible or retention amount does not cause the firm total deductibles or retention for Each Occurrence to exceed \$10,000.

IN WITNESS WHEREOF, the parties have executed the Agreement as of the date first written above

Financial Crimes Services, LLC

City of Grand Rapids

By _____
(Scott Adkisson – President)

By _____
(City Administrator)

By: _____
(Mayor)

By: _____
(Chief of Police)



Financial Crimes Services, LLC
415 Main Street
Red Wing, MN 55066
651-388-1023 Office
651-385-4343 Fax
scott@financialcrimes.net

EXHIBIT A

Traffic Diversion Program

Joint database development

Proposal for
Grand Rapids Police Department

Proposed by: Scott Adkisson
Financial Crimes Services
651-388-1023
scott@financialcrimes.net



Financial Crimes Services, LLC
415 Main Street
Red Wing, MN 55066
651-388-1023 Office
651-385-4343 Fax
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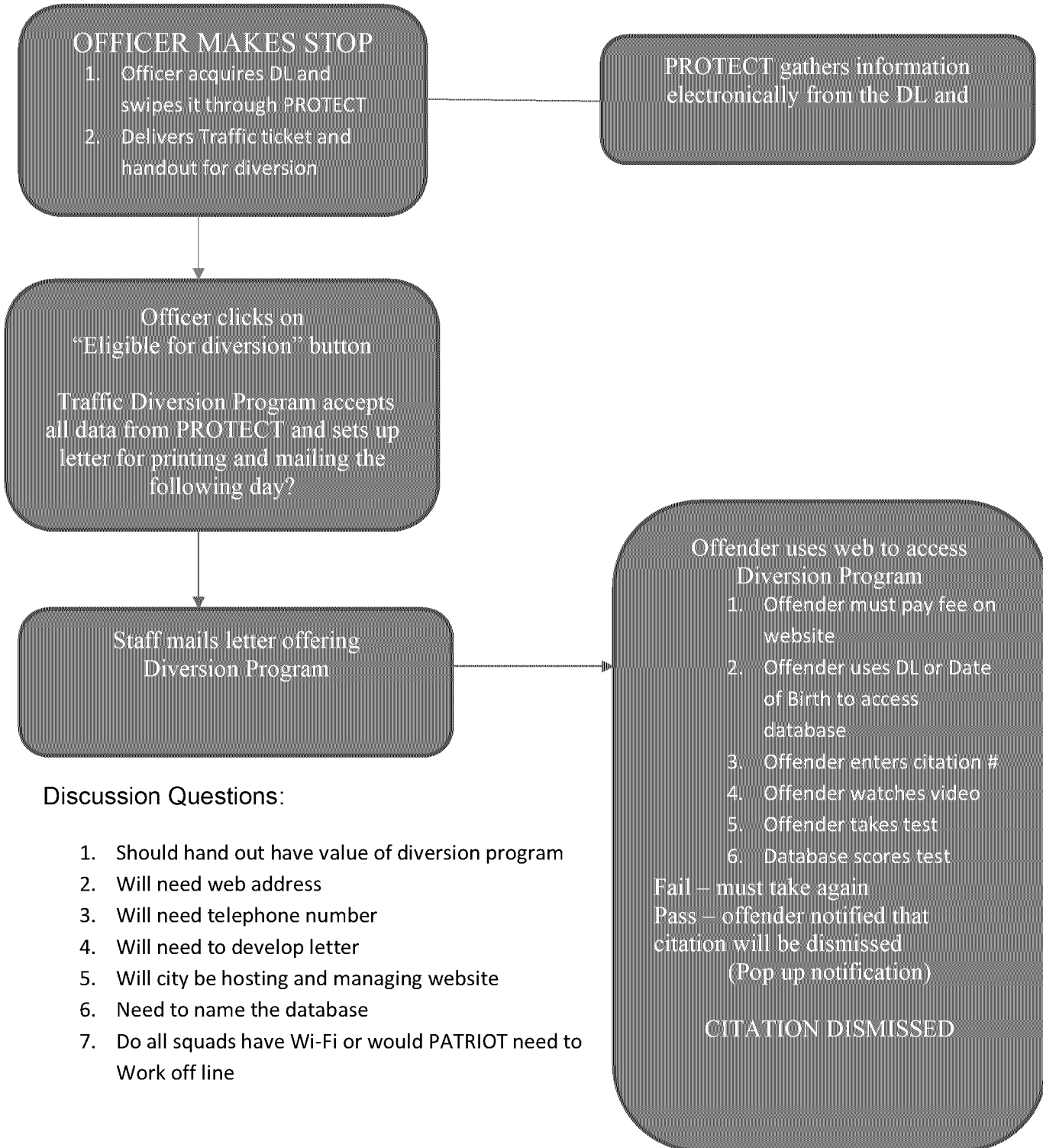
Overview:

The Grand Rapids Police Department is seeking to have a Traffic Diversion Database built that will allow individuals to take a short video course and test online. If the individual passes the test the City Attorney will dismiss the citation. In addition to the Traffic Diversion Database the Police Department would like to have PATRIOT installed in 19 squads. Patriot will allow the officer to swipe the drivers' license and have the information auto populate the Traffic Diversion Program.

See flow chart on next page.



FLOW:



Discussion Questions:

- Should hand out have value of diversion program
- Will need web address
- Will need telephone number
- Will need to develop letter
- Will city be hosting and managing website
- Need to name the database
- Do all squads have Wi-Fi or would PATRIOT need to Work off line



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 scott@financialcrimes.net

EXHIBIT B
CONTRACT

**PURCHASE AGREEMENT
 PROTECT ID VERIFICATION SYSTEM**

This Agreement is made and entered into this ____ day of _____ 2012, by and between (Seller) **Financial Crimes Services**, 415 Main Street, Red Wing, MN 55066, and (Purchaser) City of Grand Rapids, 501 South Pokegama Avenue, Grand Rapids, MN 55744

PROTECT PURCHASE PRICE *

Software License:	1 Master License:	\$ 379.00 annually
	19 Squad licenses@75.00ea	\$ 1,425.00 annually
Total Hardware	19 Mag Swipes @ \$50.00ea.	\$ 950.00
	1 LS40	<u>\$ 482.35</u>
	Total	\$ 3,236.35

* Purchase prices does not include sales tax and shipping.

INVOICING:

Invoicing will come from FINANCIAL CRIMES SERVICES, 415 MAIN STREET RED WING, MN 55066. The billing will be prepaid in advance annually unless otherwise requested.

Billing start Date: _____

Contract period: _____ to _____

Renewal date: _____

All contracts are for three years with a yearly auto renewal thereafter unless written notice is received 60 days prior to the renewal date.

TRAINING:

Financial Crimes Services will provide training. This initial training is at no cost. Addition training is available by Financial Crimes Services, but there is a cost for this additional training if needed. Please contract Financial Crimes Services if you want more details on providing more training.

Purchaser Signature:
 City of Grand Rapids

Seller Signature:
 Financial Crime Services, LLC

 (Signature)

 (Signature)

 (Print Name)

 (Print Name)

 (Title) (Date)

 (Title) (Date)

Direct Phone: _____

Direct Phone: _____





Financial Crimes Services, LLC
 415 Main Street
 Red Wing, MN 55066
 651-388-1023 Office
 651-385-4343 Fax
 scott@financialcrimes.net

PROTECT FEATURES:

PROTECT MACHINE HARDWARE OPTIONS and SOFTWARE READS ID CARDS

All U.S. State Identification and Driver’s License cards that are machine read and decoded on the PROTECT teller screen will use:

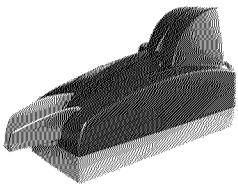
- Magstripe, and/or, 
- Two-dimensional bar codes (“2-D”) 

UNREADABLE CARDS:

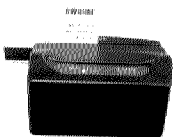
Cards that are not readable through the machine reader will require you to manually enter the information on the card.

HARDWARE AVAILABLE:

- All readable cards are logged by type of card (i.e., Driver License, credit, debit...)
- All readable cards are logged by date, organization, location (“branch”)
- All previous cards with read information will be displayed with two years of history.
- Optional imaging of ID’s is available for client and images can be stored for retrieval when needed



LS 40-Scanner and ID Reader
 Reads Magstripe and 2D-Bar Code
 Images ID front Back and Checks



E-Seek M250 Reader
 Reads Magstripe and 2D-Barcode



Common Magstripe Reader
 Reads only magstripe of cards (limited number of states ID’s that can be read this way)



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0499 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Passed
File created: 8/9/2012 **In control:** Finance
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: Consider approving the verified claims for the period July 17, 2012 to August 6, 2012 in the total amount of \$946,691.53.

Sponsors:

Indexes:

Code sections:

Attachments: [08/13/2012 BILL LIST.pdf](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved As Presented	Pass

Consider approving the verified claims for the period July 17, 2012 to August 6, 2012 in the total amount of \$946,691.53.

Consider approving the verified claims for the period July 17, 2012 to August 6, 2012 in the total amount of \$946,691.53.

COUNCIL BILL LIST - AUGUST 13, 2012

DATE: 08/09/2012
 TIME: 14:29:54
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 08/13/2012

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0118625	ARROW EMBROIDERY	228.00
1309098	MINNESOTA DEPT OF ADMN	105.30
1405550	NEOPOST INC	854.10
TOTAL CITY WIDE		1,187.40
SPECIAL PROJECTS-NON BUDGETED		
1105530	KENNEDY & GRAVEN	126.00
TOTAL SPECIAL PROJECTS-NON BUDGETED		126.00
ADMINISTRATION		
0718060	GRAND RAPIDS NEWSPAPERS INC	692.90
1415377	NORTHERN BUSINESS PRODUCTS INC	38.65
TOTAL ADMINISTRATION		731.55
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	50.80
0221650	BURGGRAF'S ACE HARDWARE INC	89.47
0315455	COLE HARDWARE INC	24.42
0601335	FAIRCHILD SIGN	1,674.64
0718195	GREAT ENGRAVINGS	72.68
1909510	SIM SUPPLY INC	113.93
TOTAL BUILDING MAINTENANCE-CITY HALL		2,025.94
COMMUNITY DEVELOPMENT		
1309495	MINUTEMAN PRESS	184.10
TOTAL COMMUNITY DEVELOPMENT		184.10
ENGINEERING		
1900225	SEH-RCM	5,891.64
TOTAL ENGINEERING		5,891.64
FINANCE		
0718060	GRAND RAPIDS NEWSPAPERS INC	437.00
1105530	KENNEDY & GRAVEN	18.00

COUNCIL BILL LIST - AUGUST 13, 2012

DATE: 08/09/2012
 TIME: 14:29:54
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 08/13/2012

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FINANCE		
1415377	NORTHERN BUSINESS PRODUCTS INC	334.62
2609850	ZIX CORP SYSTEMS INC	42.64
TOTAL FINANCE		832.26
FIRE		
0113233	AMERIPRIDE LINEN & APPAREL	10.43
0221650	BURGGRAF'S ACE HARDWARE INC	67.92
0401804	DAVIS OIL	147.50
0609685	FIREMEN'S RELIEF ASSOCIATION	5,000.00
1100500	K-MART CORPORATION	89.78
1305199	METRO FIRE	372.82
1901535	SANDSTROM COMPANY INC	194.94
2209421	VIKING ELECTRIC SUPPLY INC	1,847.83
2209450	THE VILLAGE BOOK STORE	22.22
2305453	WESCO RECEIVABLE CORP	126.66
TOTAL FIRE		7,880.10
INFORMATION TECHNOLOGY		
0300200	CDW GOVERNMENT INC	11.78
1309098	MINNESOTA DEPT OF ADMN	419.70
1903650	SCRIPTLOGIC CORPORATION	633.00
TOTAL INFORMATION TECHNOLOGY		1,064.48
PUBLIC WORKS		
0103325	ACHESON TIRE COMPANY INC	119.13
0119605	ASPLUNDH TREE EXPERT CO	53,805.88
0121721	AUTO VALUE - GRAND RAPIDS	90.83
0212553	BLOOMERS GARDEN CENTER	61.78
0221650	BURGGRAF'S ACE HARDWARE INC	79.55
0301685	CARQUEST AUTO PARTS	77.50
0315455	COLE HARDWARE INC	100.67
0401425	DAKOTA SUPPLY GROUP	2,405.24
0401804	DAVIS OIL	2,999.87
0501650	EARL F ANDERSEN	390.36
0601690	FASTENAL COMPANY	37.87
0612083	FLAGSHIP RECREATION LLC	2,579.75
0718215	GREEN AGAIN LAWN & AERATION	163.26
0801535	HAMMERLUND CONSTRUCTION INC	1,075.50
0805093	HEADWATERS IRRIGATION	877.80
0914704	INTELLIGENT PRODUCTS INC	137.97

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
0920040	ITASCA COUNTY FARM SERVICE	8.54
1200500	L&M SUPPLY	98.19
1309332	MN STATE RETIREMENT SYSTEM	1,126.17
1309355	MINNESOTA TORO	593.70
1415479	NORTHERN DRUG SCREENING INC	18.00
1415640	NORTRAX EQUIPMENT COMPANY	3,286.48
1503150	OCCUPATIONAL DEVELOPMENT CTR	705.38
1612045	PLAGEMANNS LANDSCAPING	16,765.00
1621125	PUBLIC UTILITIES COMMISSION	5,087.45
1801615	RAPIDS WELDING SUPPLY INC	15.71
1801897	RAY JOHNSON STUMP GRINDING	520.00
1901825	SAWMILL INN	948.00
1908248	SHERWIN-WILLIAMS	325.57
2021646	TURFWERKS	29.54
2300600	W.P. & R.S. MARS COMPANY	97.68
2301906	WAYNE'S AUTOMOTIVE	66.29
2305453	WESCO RECEIVABLE CORP	492.38
	TOTAL PUBLIC WORKS	95,187.04
FLEET MAINTENANCE		
0103325	ACHESON TIRE COMPANY INC	484.22
0301685	CARQUEST AUTO PARTS	139.47
0312750	CLUSIAU SALES	58.72
0315455	COLE HARDWARE INC	40.85
1109500	KIMBALL MIDWEST	112.28
1415484	NORTHERN LIGHTS TRUCK	665.87
1801590	RAPIDS FORD LINCOLN	1,214.16
1801615	RAPIDS WELDING SUPPLY INC	8.02
2009725	TITAN MACHINERY INC	201.11
2301906	WAYNE'S AUTOMOTIVE	74.03
	TOTAL FLEET MAINTENANCE	2,998.73
POLICE		
0103325	ACHESON TIRE COMPANY INC	614.36
0121721	AUTO VALUE - GRAND RAPIDS	15.76
0209715	BISHOP'S PERFORMANCE	617.43
0301685	CARQUEST AUTO PARTS	18.04
0315455	COLE HARDWARE INC	19.04
0409501	DIMICH LAW OFFICE	5,250.00
0701480	GALLS, AN ARAMARK COMPANY LLC	106.96
1200500	L&M SUPPLY	35.84
1309098	MINNESOTA DEPT OF ADMN	65.00

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VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
POLICE		
1309149	MN CHIEFS OF POLICE ASSOC	267.19
1309160	MN COUNTY ATTORNEYS	119.71
1415048	NORTH COUNTRY VET CLINIC	183.06
1503240	OFFICE DEPOT	184.28
1506265	NORTHERN OFFICE OUTFITTER INC	149.61
1605665	PERSONNEL DYNAMICS, LLC	273.00
1801570	RAPIDS AUTO WASH	95.50
1801609	RAPIDS TOWING	850.00
1905101	SEARS AUTHORIZED RETAIL	478.79
2000400	T J TOWING	205.00
2301906	WAYNE'S AUTOMOTIVE	253.35
TOTAL POLICE		9,801.92
RECREATION		
0401804	DAVIS OIL	54.00
1100300	KGPZ RADIO	510.00
1415377	NORTHERN BUSINESS PRODUCTS INC	177.58
1805175	RED ROCK RADIO	612.00
1903330	SCHOOL DISTRICT #318	194.03
TOTAL RECREATION		1,547.61
AIRPORT		
0121721	AUTO VALUE - GRAND RAPIDS	8.04
0221650	BURGGRAF'S ACE HARDWARE INC	42.74
0504825	EDWARDS OIL INC	549.87
0518350	ALBERT CHARLES ERICKSON	643.75
1015335	JUNE JOHNSON	200.00
1309360	MN DEPT OF TRANSPORTATION	2,094.00
TOTAL		3,538.40
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	99.46
0205153	BECKER ARENA PRODUCTS INC	299.46
0315455	COLE HARDWARE INC	67.26
0315495	COMMERCIAL REFRIGERATION	1,496.25
0321650	MARK B. CURTISS	200.00
0501656	THE EARTHGRAINS COMPANY INC	16.62
0605670	FERRELLGAS	222.30

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VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
0701650	GARTNER REFRIGERATION CO	6,498.19
0709120	DENNIS R. GIBBONS	320.00
0715095	GOALCREASE INC	5,732.00
0801350	KELLY HAIN	260.00
0801820	HAWK CONSTRUCTION INC	14,600.00
1101800	CHRISTOPHER M. KAVANAUGH	315.00
1112213	KELLIN KLEINENDORST	270.00
1201799	TERRY LAVALLE	275.00
1301030	EMIL I. MAKINEN	150.00
1301067	MANGSETH PAINTING INC	2,460.00
1301168	MARKETPLACE FOODS	25.62
1415377	NORTHERN BUSINESS PRODUCTS INC	177.58
1415479	NORTHERN DRUG SCREENING INC	18.00
1421155	NUCH'S IN THE CORNER	25.65
1605611	PEPSI-COLA	978.26
1615200	ANTHONY JAMES PODOMINICK	150.00
1909510	SIM SUPPLY INC	645.90
TOTAL GENERAL ADMINISTRATION		35,302.55
RECREATION PROGRAMS		
0221650	BURGGRAF'S ACE HARDWARE INC	53.37
0809345	NICHOLAS HIIPAKKA	336.95
0920040	ITASCA COUNTY FARM SERVICE	99.07
1201730	LATVALA LUMBER COMPANY INC.	149.65
1309495	MINUTEMAN PRESS	6.20
TOTAL		645.24
POLICE DESIGNATED FORFEITURES		
0318221	CREATIVE PRODUCT SOURCING INC	20.00
TOTAL		20.00
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	197.41
0301705	CASPER CONSTRUCTION INC	450.00
0315455	COLE HARDWARE INC	256.18
0801836	HAWKINSON SAND & GRAVEL	601.48
1612045	PLAGEMANNS LANDSCAPING	200.00

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VENDOR #	NAME	AMOUNT DUE
CEMETERY		
1615427	POKEGAMA LAWN AND SPORT	91.98
	TOTAL	1,797.05
DOMESTIC ANIMAL CONTROL FAC		
0701650	GARTNER REFRIGERATION CO	39.49
1415048	NORTH COUNTRY VET CLINIC	47.15
	TOTAL	86.64
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-POLICE		
0513233	EMERGENCY AUTOMOTIVE TECH INC	48.30
	TOTAL CAPITAL OUTLAY-POLICE	48.30
AIRPORT CAPITAL IMPRV PROJECTS		
2011 CIP		
2000425	TKDA	1,149.05
	TOTAL 2011 CIP	1,149.05
2011 LAND ACQUISITION		
1618579	PROSOURCE TECHNOLOGIES INC	149.00
	TOTAL 2011 LAND ACQUISITION	149.00
2011 INFRASTRUCTURE BONDS		
2014-1 NE 1ST AVENUE		
0801535	HAMMERLUND CONSTRUCTION INC	20,614.35
	TOTAL 2014-1 NE 1ST AVENUE	20,614.35
2010-3 19TH AVE NW		
0221652	BNSF RAILWAY COMPANY	1,368.46
0801535	HAMMERLUND CONSTRUCTION INC	37,044.55
1900225	SEH-RCM	8,499.29
	TOTAL 2010-3 19TH AVE NW	46,912.30

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VENDOR #	NAME	AMOUNT DUE
2012 INFRASTRUCTURE BONDS		
2004-3	4TH ST SE & POK TO 6TH	
0801535	HAMMERLUND CONSTRUCTION INC	77,806.49
0801825	HAWKINSON CONSTRUCTION CO INC	27,950.92
1900225	SEH-RCM	11,117.42
TOTAL 2004-3 4TH ST SE & POK TO 6TH		116,874.83
2011-6 HORSESHOE IMPROVEMENTS		
0301705	CASPER CONSTRUCTION INC	122,336.08
1900225	SEH-RCM	19,737.55
T000847	DENNIS HERDEGEN	2,864.00
TOTAL 2011-6 HORSESHOE IMPROVEMENTS		144,937.63
2011-4 HORSESHOE/ISLEVIEW		
0218115	BRAUN INTERTEC CORPORATION	792.75
1900225	SEH-RCM	14,498.00
TOTAL 2011-4 HORSESHOE/ISLEVIEW		15,290.75
STORM WATER UTILITY		
0212553	BLOOMERS GARDEN CENTER	101.75
0301705	CASPER CONSTRUCTION INC	2,200.00
1621125	PUBLIC UTILITIES COMMISSION	6,606.48
TOTAL		8,908.23
TOTAL UN-PAID TO BE APPROVED		525,733.09
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0109645	AIR ESPRESSO	123.35
0114210	D. ANDERSON - CHANGE FUND	2,100.00
0209341	BIGFORK VALLEY HOSPITAL	946.31
0212750	BLUE CROSS & BLUE SHIELD OF MN	32,812.50
0212751	BLUE CROSS BLUE SHIELD	163.50
0215800	CITY OF BOVEY	630.94
0301650	JEFF CARLSON	40.00
0305530	CENTURYLINK INC	8.19
0308343	CHILDRENS HEALTH CARE	52.34
0308344	CHILDRENS HEALTH CARE	18.48
0315451	CITY OF COLERAINE	846.76
0401801	DAVIS CHIROPRACTIC HEALTH	24.72
0405200	CITY OF DEER RIVER	1,014.26

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VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0405305	LYNN DEGRIO	174.78
0405447	DELTA DENTAL OF MINNESOTA	2,200.85
0405506	JAMES DENNY/PETTY CASH	1,000.00
0405537	DENVER CHIROPRACTIC CLINIC	18.10
0409655	TIMOTHY DIRKES	40.00
0504610	RON EDMINSTER	109.89
0519700	ESSENTIA HEALTH	510.88
0605191	FIDELITY SECURITY LIFE INS CO	41.43
0612224	FLEET SERVICES	3,226.85
0709455	SHAWN GILLEN	381.57
0709456	SHAWN J GILLEN	1,175.00
0712550	GLOBE DRUG/MEDICAL EQUIP	9.24
0717989	GRAND PLAZA HOUSING	13,669.54
0717996	GRAND ITASCA CLINIC	2,256.02
0717997	GRAND ITASCA HOSPITAL	74.14
0718015	GRAND RAPIDS CITY PAYROLL	205,278.81
0718070	GRAND RAPIDS STATE BANK	9,068.36
0718229	GREENWAY JOINT RECREATION ASSC	188.50
0805358	JACKIE HEINRICH	40.00
0809445	CITY OF HILL CITY	617.89
0815464	SARA HOLUM	80.00
0900060	ICTV	28,132.62
0920033	ITASCA COUNTY AUDITOR/TREAS.	43.41
0920055	ITASCA COUNTY RECORDER	1,104.00
0920059	ITASCA COUNTY SHERIFFS DEPT	3,284.89
1015323	KIM JOHNSON-GIBEAU	179.75
1101645	LASHA KARELS	40.00
1201402	LAKE COUNTRY POWER	33.54
1205095	LEAGUE OF MN INSURANCE TRUST	1,000.00
1209516	LINCOLN NATIONAL LIFE	725.65
1301016	MADDEN'S DUTCH ROOM &	149.09
1301168	MARKETPLACE FOODS	95.18
1303018	MCBRIDE CHIROPRACTIC INC	6.87
1309079	S.MILLER - PETTY CASH FUND	4.55
1309199	MINNESOTA ENERGY RESOURCES	1,460.86
1309332	MN STATE RETIREMENT SYSTEM	2,054.00
1309335	MINNESOTA SALES & USE TAX	6,459.07
1315295	CHAD MOEN	40.00
1405550	NEOPOST INC	1,000.00
1503151	OCCUPATION DEVELOPMENT CENTER	20.75
1516220	OPERATING ENGINEERS LOCAL #49	28,746.00
1518550	MATTHEW O'ROURKE	40.00
1520720	KEVIN OTT	40.00
1609557	PIONEER MUTUAL LIFE INS CO	253.79
1621125	PUBLIC UTILITIES COMMISSION	6,513.01
1621130	P.U.C.	13,174.62

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VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1801206	RADIOLOGIST ASSOC. IN DULUTH	11.06
1805225	REED DRUG INC	453.01
1901820	WILLIAM SAW	40.00
1913344	HEATH SMITH	80.00
1921620	SUPERIOR USA BENEFITS CORP	327.00
2000100	TASC	30.15
2114360	UNITED PARCEL SERVICE	131.69
2209705	VISIT GRAND RAPIDS	34,332.18
2301700	WASTE MANAGEMENT	1,056.92
2305447	WELLS FARGO BANK NA	1,600.00
2405650	XEROX CORPORATION	21.58
2505700	JEFF OR LORRIE YESCHICK	1,000.00
T000797	ITASCA COUNTY HABITAT	1,000.00
T000837	BRIAN CRIPPA	1,000.00
T000845	WILLIAM H STAR	5,330.00
T000846	DETAIL BY DETAIL	1,000.00
TOTAL PRIOR APPROVAL		420,958.44
TOTAL ALL DEPARTMENTS		946,691.53



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0494 **Version:** 1 **Name:** Northwest Gas Public Hearing
Type: Public Hearing **Status:** Passed
File created: 8/9/2012 **In control:** Engineering
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: A public hearing to consider an ordinance granting a franchise agreement to Gorham's Inc. d.b.a. Northwest Gas.

Sponsors:

Indexes:

Code sections:

Attachments: [8-13-12 Northwest Gas Franchise 7 17.pdf](#)
[8-13-12 Northwest Gas Acceptance of Franchise.pdf](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Open	Pass
8/13/2012	1	City Council	Close	

A public hearing to consider an ordinance granting a franchise agreement to Gorham's Inc. d.b.a. Northwest Gas.

Background Information:

Attached is an ordinance granting a franchise agreement to Gorham's Inc. d.b.a. Northwest Gas. Prior to the City Council considering the adopting of the ordinance a public hearing must be conducted.

Staff Recommendation:

City staff is recommending conducting the public hearing.

Requested City Council Action

Consider conducting the public hearing.

CHAPTER __

AN ORDINANCE OF THE CITY OF GRAND RAPIDS, MINNESOTA, GRANTING TO GORHAMS' INC., (D.B.A. NORTHWEST GAS), ITS LESSEES, SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE AUTHORITY FOR A PERIOD OF TWENTY-TWO (22) YEARS TO ERECT, MAINTAIN AND OPERATE A GAS DISTRIBUTION SYSTEM AND ANY AND ALL NECESSARY MAINS, PIPES, SERVICES AND OTHER APPURTENANCES THEREUNTO APPERTAINING IN, UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEY, BRIDGES, AND PUBLIC PLACES OF THE SAID CITY, AND FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF NATURAL AND/OR MIXED GAS FOR LIGHTING, HEATING, INDUSTRIAL AND ALL OTHER USES AND PURPOSES IN SAID CITY AND FOR THE PURPOSE OF TRANSMITTING, TRANSPORTING AND CONVEYING SUCH GAS INTO, THROUGH OR BEYOND THE IMMEDIATE LIMITS OF SAID CITY TO OTHER CITIES, TOWNS AND CUSTOMERS, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH THE SAID COMPANY IS TO OPERATE.

__.01 GRANT AUTHORITY. That Gorhams', Inc., its lessees, successors and assigns, hereinafter referred to as Grantee, be and are hereby granted, subject to the provisions of this Ordinance, a non-exclusive authority for a period of twenty-two (22) years, to erect, construct, maintain and operate a gas distribution system and any and all necessary mains, pipes, services and other appurtenances and equipment thereunto appertaining in, upon, over, across and along the streets, alleys, bridges and public places in the City of Grand Rapids, Minnesota for the transmission, distribution and sale of natural and/or mixed gas for lighting, heating, industrial and all other uses and purposes in said City and for the purpose of transmitting, transporting and conveying such gas into, through or beyond the immediate limits of said City to other cities, towns and customers. Before Grantee constructs any new structures or converts any existing structure for the manufacture or storage of gas, Grantee shall first obtain the approval of the structure and the location thereof from City. Such approval by City shall not be unreasonably withheld.

__.02 USE OF CITY RIGHTS-OF-WAYS. The Grantee, in constructing and maintaining said gas distribution system, and in entering and using said streets, highways, avenues, alleys and public places in the City of Grand Rapids, Minnesota, and in laying and installing its mains, services, piping, and related appurtenances and equipment shall in all ways comply and be subject to Grand Rapids City Ordinances Article II, Sec. 58-31 through 58-50 as may be modified from time to time.

__.03 RELOCATION OF FACILITIES AND FIELD LOCATIONS. Whenever City shall grade, re-grade or change the line of any public way, or construct or reconstruct any City utility system therein, including streets, sidewalks, sewers, water mains or other public facilities of City, in the proper exercise of City's police power and with due regard to seasonable working conditions, City may order Grantee when necessary to relocate horizontally or vertically Grantee's mains, services and other property located in said public way and Grantee shall

relocate its facilities at its own expense. City shall give Grantee reasonable notice of the need to relocate its facilities.

If City shall vacate any street, alley or public way for the purpose of furthering any public improvement by whomsoever made, Grantee shall, upon a request in writing from City, remove, at Grantee's own cost and expense, the distribution facilities within the vacated premises, if any. However, if the vacation of any street, alley or public way is not for the purpose of furthering any public improvement, City shall retain a utility easement in order to allow Grantee's facilities to remain unless the owners in fee agree to pay to Grantee the cost of relocation of its facilities.

Grantee shall provide field locations for all its underground facilities when requested by City, within a reasonable period of time. The period of time will be considered reasonable if it compares favorably with the average time required by City to locate municipal underground facilities for Grantee.

___.04 MAINTENANCE AND IMPROVEMENT OF SYSTEM. Grantee agrees, for and in behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant, it will maintain in the City an adequate, modern, standard and sufficient gas system and equipment and to maintain and operate the same in a modern and adequate fashion consistent with its General Terms and Conditions as provided for in its Minnesota Public Utilities Commission approved tariff, as may be amended from time to time.

Grantee will from time to time during the term of this Ordinance make such enlargements and extensions of its distribution system as the business of the Grantee and the growth of said City justify, in accordance with its General Terms and Conditions relating to customer connections and main and service line extensions currently in effect and on file with the Minnesota Public Utilities Commission, the City of Grand Rapids, or other competent authority having jurisdiction in the premises; provided, however, that no obligation shall extend to or be binding upon the Grantee to construct or extend its mains or furnish natural gas or natural gas service within said City if Grantee is, for any reason, unable to obtain delivery of natural gas at or near the corporate limits of said City or an adequate supply thereof to warrant the construction or extension of its mains, for the furnishing of such natural gas or gas service; provided, that Grantee shall not be liable to the City of Grand Rapids or its inhabitants, by reason of the failure of Grantee to deliver, or of the City or a customer to receive, natural gas as a result of acts of God, or the public enemy, inability of a pipeline supplier to furnish an adequate supply due to an emergency, or to a decision of public regulatory body, labor dispute, or other acts beyond the control of the party affected; and, provided further, that whenever any of the occurrences named above take place, Grantee shall have the right and authority and it shall be its duty to adopt reasonable rules and regulations in connection with limiting, curtailing or allocating extensions of service or supplying of gas to any customers or prospective customers, and withholding the supplying of new customers provided that such rules and regulations may be uniform as applied to each class of customer or prospective customer, and shall be nondiscriminatory as between communities receiving service from the Grantee, and such rules and regulations shall be subject to the rights reserved herein to City.

Grantee shall not construct any new or modified installation within or upon any public way without first receiving a permit from the City. The permit application shall reflect the type of facilities to be installed and the proposed location and depth within the right of way or easement. The facilities are to be installed pursuant to such permit and shall be located as directed by the City, taking into account existing and planned underground facilities. A permit shall also be required by repairs and maintenance of previously installed facilities, in order for City to inspect each project for compliance with Grantee's restoration obligations as provided in this Ordinance. All permits shall be issued by the City Clerk after consultation with the City Engineer. A fee for such permits may be established by resolution of the City Council from time to time. If construction work is not commenced within ninety (90) days after the issuance of a permit, it shall be null and void.

___.05 CITY'S AUTHORITY AND RIGHT TO REGULATE. Grantee agrees for and in behalf of itself, its lessees, successors and assigns, that all authority and rights in this Ordinance contained shall at all times be subject to all rights, power and authority now or hereafter possessed by the City of Grand Rapids, Minnesota, to regulate the manner in which Grantee shall use the streets, alleys, bridges and public places of said City and concerning the manner in which Grantee shall use and enjoy the franchise herein granted. Provided, however, City shall have no duty or obligation to monitor, inspect or control the manner in which Grantee constructs, operates or maintains its mains, pipes, services or other appurtenances, all of which shall be the exclusive responsibility and liability of Grantee.

___.06 CITY'S AUTHORITY AND RIGHT TO REGULATE RATE. As allowed under Minnesota Statutes 216B.02, subd.4, *et. al.* , due to the size of the anticipate customer base of this franchise agreement, less than 650 customers, said Franchise is eligible for local rate regulation. As such, this City of Grand Rapids, or their designee, shall be solely responsible for setting the rate that a customer is asked to pay the Grantee.

Rate is defined as: *every compensation, charge, fare, toll, tariff, rental, and classification, or any of them, demanded, observed, charged, or collected by any public utility for any service and any rules, practices, or contracts affecting any such compensation, charge, fare, toll, rental, tariff, or classification.*

The City of Grand Rapids and Grantee agree to abide at all time to a separate rate agreement that specifies the rate to which the Grantee can charge any and all customer. That rate agreement is specifically incorporated as a term of this franchise agreement.

___.07 STANDARDS OF SERVICE. Grantee shall, at all times, maintain an adequate pressure and adequate supply of clean, standard gas of the British Thermal Unit heating value of not less than that prescribed in its General Terms and Conditions relating thereto in effect and on file with the Minnesota Public Utilities Commission, the City of Grand Rapids, or other competent authority having jurisdiction in the premises. Should the British Thermal Units fall below the limitation set forth in its appropriate Rules and Regulations, the rate then in effect shall be automatically correspondingly lowered and reduced during any period or periods of time in which such lower British Thermal Unit value shall be furnished. The City shall have the

privilege of requesting Grantee to furnish satisfactory proof of British Thermal Unit content of the gas.

___.08 LIABILITY. The City shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation and maintenance by the Grantee of its mains, pipes, lines and other appurtenances and appliances hereunder and the Grantee, its successors and assigns shall indemnify the City, defend and hold it harmless against any and all liabilities, loss, cost, damage or expense which may accrue to the City or be claimed against the City by reason of any act or omission of the Grantee in the construction, operation and maintenance of its mains, pipes, lines and other appurtenances and appliances hereunder, or by the ownership by the Grantee of such facilities.

The Grantee shall have at all times during the effective period of this Ordinance insurance in the amounts of no less than is specified by Minnesota Statutes Section 466. 04 as may be modified from time to time. The Grantee shall provide proof of adequate insurance at all times during the effective period of this agreement.

___.09 FORFEITURE. If the Grantee shall be in default in the performance of any of the terms and conditions of this Ordinance and shall continue in default for more than ninety (90) days after receiving notice from the City of Grand Rapids, Minnesota of such default, the said City may, by ordinance duly passed and adopted, terminate all rights granted under this Ordinance to the Grantee. The said notice of default shall specify the provision or provisions in the performance of which it is claimed the Grantee is in default. Said notice shall be in writing and served in the manner provided by the laws of the State of Minnesota for the service of original notices in civil actions.

___.10 GRANTEE ACCEPTANCE. This Ordinance, and Grantee's rights and obligations hereby granted, shall become effective upon Grantee filing with the City Clerk within thirty (30) days after final passage and any required publication of this Ordinance, a written acceptance indicating an agreement to be bound to all rights and obligations of Grantee as provided in this Ordinance.

___.11 ASSIGNMENT. The Grantee, upon notice to the City of Grand Rapids, shall have the right and authority to assign all rights conferred upon Grantee by this franchise to any person. The assignee of such rights, by accepting such assignment, shall become subject to the terms and provisions of this franchise. Such assignment shall only be effective at such time as the assignee files with the City Clerk a written acceptance as required by Section 9 of this Ordinance.

___.12 CITY'S RIGHT TO PURCHASE UTILITY. Notwithstanding any other terms of this agreement, at any time during this twenty-two (22) year franchise agreement the City of Grand Rapids in its sole discretion can elect to purchase the entire utility installed and owned by Gorhams', Inc. d.b.a. Northwest Gas. The precise terms of the buyout have been negotiated and have been agreed to as set forth below. The purchase price shall constitute the factoring of two set rates.

First, if the City of Grand Rapids elected to purchase the utility of the Grantee, there shall be a payment which constitutes reimbursement for the actual cost to Gorhams' Inc. to install and build the utility underneath the service area. This amount will be specified by documentation provided by Gorhams', Inc. specifically identifying to the City's satisfaction the exact cost of the infrastructure installation promptly after completion of the infrastructures' final construction.

Secondly, the City of Grand Rapids will reimburse Gorhams' Inc. for 60 months of anticipated earnings. The amount of anticipated earnings will be based upon a thirty-six (36) month average of actual income earned in those thirty-six (36) months immediately preceding the City's decision to exercise their buyout option.

If the City of Grand Rapids can satisfy payment in full to Gorhams' Inc., of both payments, Gorhams, Inc. must sell its full utility operated and existing within the City of Grand Rapids without further negotiation. This specifically includes the sale of all infrastructure that is located outside the City of Grand Rapids, but is used to serve other areas by utilizing gas mains located within the City of Grand Rapids.

Moreover, if within the twenty-two (22) year franchise agreement period Gorhams' Inc. has an offer and desires to sell its utility to another party, Gorhams' Inc. must first give the City of Grand Rapids the right to purchase said utility at the above-agreed to compensation. If Gorhams' Inc. does intend on selling its utility to another party, Gorhams' Inc. must inform the City of Grand Rapids of this intent and allow the City of Grand Rapids one-hundred and eighty days (180 days) to exercise their right of first refusal and forward the agreed upon compensation to Gorhams' Inc. If the City of Grand Rapids does not exercise their right of first refusal within said period of time, the City will be considered to have forfeited said right of first refusal.

___13 OPTION TO TERMINATE. If any portion of this franchise is found to be invalid for any reason whatsoever, the validity of the rest of this franchise shall not be affected. Provided, however, upon any provision of this franchise being found invalid, either City or Grantee shall have the option to terminate the franchise if said party's rights hereunder are substantially affected.

___14 DAMAGE TO DISTRIBUTION SYSTEM. If any person shall damage any part of the Grantee's gas distribution system or shall cause any weakening of the structural or lateral support thereof, such person shall immediately notify Grantee of the location, time of the occurrence, and the nature of the damage and Grantee shall take immediate action to protect persons and property in the vicinity of the damage.

___15 PRIOR CHAPTER 49 REPEALED AND REPLACED. Need to add language when we know where this will fit into our City Code.

___16 EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and the acceptance thereof by the Grantee.

Passed, adopted and approved this ____ day of _____, 2012 (Ordinance No. _____). Published on _____, 2012. Accepted and filed by the Grantee on _____, 2012.

ACCEPTANCE OF FRANCHISE

The undersigned, Gorhams' Inc., for itself, its successors and assigns, hereby accepts the terms of and agrees to perform the conditions of that certain franchise granted by the City of Grand Rapids, Minnesota designated as Ordinance No. _____.

Dated at _____, Minnesota this ____ day of _____, 2012.

GORHAMS' INC.

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGEMENT OF FILING

The receipt and filing of the foregoing Acceptance of Franchise is hereby acknowledged and verified this ____ day of _____, 2012.

Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0495 **Version:** 1 **Name:** Adopt Franchise Agreement with Northwest Gas
Type: Agenda Item **Status:** Passed
File created: 8/9/2012 **In control:** Engineering
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: An ordinance granting a franchise agreement to Gorham's Inc. d.b.a. Northwest Gas
Sponsors:
Indexes:
Code sections:
Attachments: [8-13-12 Northwest Gas Franchise 7 17.pdf](#)
[8-13-12 Northwest Gas Acceptance of Franchise.pdf](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Adopted	Pass

An ordinance granting a franchise agreement to Gorham's Inc. d.b.a. Northwest Gas

Background Information:

Once a public hearing has been conducted to gather public input on the proposed franchise agreement, the City Council can consider adopting the attached ordinance.

Staff Recommendation:

City staff is recommending the adoption of an ordinance granting a franchise agreement to Gorham's Inc. d.b.a. Northwest Gas.

Requested City Council Action

Adopt ordinance granting a franchise agreement to Gorham's Inc. d.b.a. Northwest Gas and authorize publication in summary form.

CHAPTER __

AN ORDINANCE OF THE CITY OF GRAND RAPIDS, MINNESOTA, GRANTING TO GORHAMS' INC., (D.B.A. NORTHWEST GAS), ITS LESSEES, SUCCESSORS AND ASSIGNS, A NON-EXCLUSIVE FRANCHISE AUTHORITY FOR A PERIOD OF TWENTY-TWO (22) YEARS TO ERECT, MAINTAIN AND OPERATE A GAS DISTRIBUTION SYSTEM AND ANY AND ALL NECESSARY MAINS, PIPES, SERVICES AND OTHER APPURTENANCES THEREUNTO APPERTAINING IN, UPON, OVER, ACROSS AND ALONG THE STREETS, ALLEY, BRIDGES, AND PUBLIC PLACES OF THE SAID CITY, AND FOR THE TRANSMISSION, DISTRIBUTION AND SALE OF NATURAL AND/OR MIXED GAS FOR LIGHTING, HEATING, INDUSTRIAL AND ALL OTHER USES AND PURPOSES IN SAID CITY AND FOR THE PURPOSE OF TRANSMITTING, TRANSPORTING AND CONVEYING SUCH GAS INTO, THROUGH OR BEYOND THE IMMEDIATE LIMITS OF SAID CITY TO OTHER CITIES, TOWNS AND CUSTOMERS, AND PRESCRIBING THE TERMS AND CONDITIONS UNDER WHICH THE SAID COMPANY IS TO OPERATE.

__.01 GRANT AUTHORITY. That Gorhams', Inc., its lessees, successors and assigns, hereinafter referred to as Grantee, be and are hereby granted, subject to the provisions of this Ordinance, a non-exclusive authority for a period of twenty-two (22) years, to erect, construct, maintain and operate a gas distribution system and any and all necessary mains, pipes, services and other appurtenances and equipment thereunto appertaining in, upon, over, across and along the streets, alleys, bridges and public places in the City of Grand Rapids, Minnesota for the transmission, distribution and sale of natural and/or mixed gas for lighting, heating, industrial and all other uses and purposes in said City and for the purpose of transmitting, transporting and conveying such gas into, through or beyond the immediate limits of said City to other cities, towns and customers. Before Grantee constructs any new structures or converts any existing structure for the manufacture or storage of gas, Grantee shall first obtain the approval of the structure and the location thereof from City. Such approval by City shall not be unreasonably withheld.

__.02 USE OF CITY RIGHTS-OF-WAYS. The Grantee, in constructing and maintaining said gas distribution system, and in entering and using said streets, highways, avenues, alleys and public places in the City of Grand Rapids, Minnesota, and in laying and installing its mains, services, piping, and related appurtenances and equipment shall in all ways comply and be subject to Grand Rapids City Ordinances Article II, Sec. 58-31 through 58-50 as may be modified from time to time.

__.03 RELOCATION OF FACILITIES AND FIELD LOCATIONS. Whenever City shall grade, re-grade or change the line of any public way, or construct or reconstruct any City utility system therein, including streets, sidewalks, sewers, water mains or other public facilities of City, in the proper exercise of City's police power and with due regard to seasonable working conditions, City may order Grantee when necessary to relocate horizontally or vertically Grantee's mains, services and other property located in said public way and Grantee shall

relocate its facilities at its own expense. City shall give Grantee reasonable notice of the need to relocate its facilities.

If City shall vacate any street, alley or public way for the purpose of furthering any public improvement by whomsoever made, Grantee shall, upon a request in writing from City, remove, at Grantee's own cost and expense, the distribution facilities within the vacated premises, if any. However, if the vacation of any street, alley or public way is not for the purpose of furthering any public improvement, City shall retain a utility easement in order to allow Grantee's facilities to remain unless the owners in fee agree to pay to Grantee the cost of relocation of its facilities.

Grantee shall provide field locations for all its underground facilities when requested by City, within a reasonable period of time. The period of time will be considered reasonable if it compares favorably with the average time required by City to locate municipal underground facilities for Grantee.

___.04 MAINTENANCE AND IMPROVEMENT OF SYSTEM. Grantee agrees, for and in behalf of itself, its lessees, successors and assigns, that for and during the term and period of this grant, it will maintain in the City an adequate, modern, standard and sufficient gas system and equipment and to maintain and operate the same in a modern and adequate fashion consistent with its General Terms and Conditions as provided for in its Minnesota Public Utilities Commission approved tariff, as may be amended from time to time.

Grantee will from time to time during the term of this Ordinance make such enlargements and extensions of its distribution system as the business of the Grantee and the growth of said City justify, in accordance with its General Terms and Conditions relating to customer connections and main and service line extensions currently in effect and on file with the Minnesota Public Utilities Commission, the City of Grand Rapids, or other competent authority having jurisdiction in the premises; provided, however, that no obligation shall extend to or be binding upon the Grantee to construct or extend its mains or furnish natural gas or natural gas service within said City if Grantee is, for any reason, unable to obtain delivery of natural gas at or near the corporate limits of said City or an adequate supply thereof to warrant the construction or extension of its mains, for the furnishing of such natural gas or gas service; provided, that Grantee shall not be liable to the City of Grand Rapids or its inhabitants, by reason of the failure of Grantee to deliver, or of the City or a customer to receive, natural gas as a result of acts of God, or the public enemy, inability of a pipeline supplier to furnish an adequate supply due to an emergency, or to a decision of public regulatory body, labor dispute, or other acts beyond the control of the party affected; and, provided further, that whenever any of the occurrences named above take place, Grantee shall have the right and authority and it shall be its duty to adopt reasonable rules and regulations in connection with limiting, curtailing or allocating extensions of service or supplying of gas to any customers or prospective customers, and withholding the supplying of new customers provided that such rules and regulations may be uniform as applied to each class of customer or prospective customer, and shall be nondiscriminatory as between communities receiving service from the Grantee, and such rules and regulations shall be subject to the rights reserved herein to City.

Grantee shall not construct any new or modified installation within or upon any public way without first receiving a permit from the City. The permit application shall reflect the type of facilities to be installed and the proposed location and depth within the right of way or easement. The facilities are to be installed pursuant to such permit and shall be located as directed by the City, taking into account existing and planned underground facilities. A permit shall also be required by repairs and maintenance of previously installed facilities, in order for City to inspect each project for compliance with Grantee's restoration obligations as provided in this Ordinance. All permits shall be issued by the City Clerk after consultation with the City Engineer. A fee for such permits may be established by resolution of the City Council from time to time. If construction work is not commenced within ninety (90) days after the issuance of a permit, it shall be null and void.

___.05 CITY'S AUTHORITY AND RIGHT TO REGULATE. Grantee agrees for and in behalf of itself, its lessees, successors and assigns, that all authority and rights in this Ordinance contained shall at all times be subject to all rights, power and authority now or hereafter possessed by the City of Grand Rapids, Minnesota, to regulate the manner in which Grantee shall use the streets, alleys, bridges and public places of said City and concerning the manner in which Grantee shall use and enjoy the franchise herein granted. Provided, however, City shall have no duty or obligation to monitor, inspect or control the manner in which Grantee constructs, operates or maintains its mains, pipes, services or other appurtenances, all of which shall be the exclusive responsibility and liability of Grantee.

___.06 CITY'S AUTHORITY AND RIGHT TO REGULATE RATE. As allowed under Minnesota Statutes 216B.02, subd.4, *et. al.* , due to the size of the anticipate customer base of this franchise agreement, less than 650 customers, said Franchise is eligible for local rate regulation. As such, this City of Grand Rapids, or their designee, shall be solely responsible for setting the rate that a customer is asked to pay the Grantee.

Rate is defined as: *every compensation, charge, fare, toll, tariff, rental, and classification, or any of them, demanded, observed, charged, or collected by any public utility for any service and any rules, practices, or contracts affecting any such compensation, charge, fare, toll, rental, tariff, or classification.*

The City of Grand Rapids and Grantee agree to abide at all time to a separate rate agreement that specifies the rate to which the Grantee can charge any and all customer. That rate agreement is specifically incorporated as a term of this franchise agreement.

___.07 STANDARDS OF SERVICE. Grantee shall, at all times, maintain an adequate pressure and adequate supply of clean, standard gas of the British Thermal Unit heating value of not less than that prescribed in its General Terms and Conditions relating thereto in effect and on file with the Minnesota Public Utilities Commission, the City of Grand Rapids, or other competent authority having jurisdiction in the premises. Should the British Thermal Units fall below the limitation set forth in its appropriate Rules and Regulations, the rate then in effect shall be automatically correspondingly lowered and reduced during any period or periods of time in which such lower British Thermal Unit value shall be furnished. The City shall have the

privilege of requesting Grantee to furnish satisfactory proof of British Thermal Unit content of the gas.

___.08 LIABILITY. The City shall in no way be liable or responsible for any accident or damage that may occur in the construction, operation and maintenance by the Grantee of its mains, pipes, lines and other appurtenances and appliances hereunder and the Grantee, its successors and assigns shall indemnify the City, defend and hold it harmless against any and all liabilities, loss, cost, damage or expense which may accrue to the City or be claimed against the City by reason of any act or omission of the Grantee in the construction, operation and maintenance of its mains, pipes, lines and other appurtenances and appliances hereunder, or by the ownership by the Grantee of such facilities.

The Grantee shall have at all times during the effective period of this Ordinance insurance in the amounts of no less than is specified by Minnesota Statutes Section 466. 04 as may be modified from time to time. The Grantee shall provide proof of adequate insurance at all times during the effective period of this agreement.

___.09 FORFEITURE. If the Grantee shall be in default in the performance of any of the terms and conditions of this Ordinance and shall continue in default for more than ninety (90) days after receiving notice from the City of Grand Rapids, Minnesota of such default, the said City may, by ordinance duly passed and adopted, terminate all rights granted under this Ordinance to the Grantee. The said notice of default shall specify the provision or provisions in the performance of which it is claimed the Grantee is in default. Said notice shall be in writing and served in the manner provided by the laws of the State of Minnesota for the service of original notices in civil actions.

___.10 GRANTEE ACCEPTANCE. This Ordinance, and Grantee's rights and obligations hereby granted, shall become effective upon Grantee filing with the City Clerk within thirty (30) days after final passage and any required publication of this Ordinance, a written acceptance indicating an agreement to be bound to all rights and obligations of Grantee as provided in this Ordinance.

___.11 ASSIGNMENT. The Grantee, upon notice to the City of Grand Rapids, shall have the right and authority to assign all rights conferred upon Grantee by this franchise to any person. The assignee of such rights, by accepting such assignment, shall become subject to the terms and provisions of this franchise. Such assignment shall only be effective at such time as the assignee files with the City Clerk a written acceptance as required by Section 9 of this Ordinance.

___.12 CITY'S RIGHT TO PURCHASE UTILITY. Notwithstanding any other terms of this agreement, at any time during this twenty-two (22) year franchise agreement the City of Grand Rapids in its sole discretion can elect to purchase the entire utility installed and owned by Gorhams', Inc. d.b.a. Northwest Gas. The precise terms of the buyout have been negotiated and have been agreed to as set forth below. The purchase price shall constitute the factoring of two set rates.

First, if the City of Grand Rapids elected to purchase the utility of the Grantee, there shall be a payment which constitutes reimbursement for the actual cost to Gorhams' Inc. to install and build the utility underneath the service area. This amount will be specified by documentation provided by Gorhams', Inc. specifically identifying to the City's satisfaction the exact cost of the infrastructure installation promptly after completion of the infrastructures' final construction.

Secondly, the City of Grand Rapids will reimburse Gorhams' Inc. for 60 months of anticipated earnings. The amount of anticipated earnings will be based upon a thirty-six (36) month average of actual income earned in those thirty-six (36) months immediately preceding the City's decision to exercise their buyout option.

If the City of Grand Rapids can satisfy payment in full to Gorhams' Inc., of both payments, Gorhams, Inc. must sell its full utility operated and existing within the City of Grand Rapids without further negotiation. This specifically includes the sale of all infrastructure that is located outside the City of Grand Rapids, but is used to serve other areas by utilizing gas mains located within the City of Grand Rapids.

Moreover, if within the twenty-two (22) year franchise agreement period Gorhams' Inc. has an offer and desires to sell its utility to another party, Gorhams' Inc. must first give the City of Grand Rapids the right to purchase said utility at the above-agreed to compensation. If Gorhams' Inc. does intend on selling its utility to another party, Gorhams' Inc. must inform the City of Grand Rapids of this intent and allow the City of Grand Rapids one-hundred and eighty days (180 days) to exercise their right of first refusal and forward the agreed upon compensation to Gorhams' Inc. If the City of Grand Rapids does not exercise their right of first refusal within said period of time, the City will be considered to have forfeited said right of first refusal.

___13 OPTION TO TERMINATE. If any portion of this franchise is found to be invalid for any reason whatsoever, the validity of the rest of this franchise shall not be affected. Provided, however, upon any provision of this franchise being found invalid, either City or Grantee shall have the option to terminate the franchise if said party's rights hereunder are substantially affected.

___14 DAMAGE TO DISTRIBUTION SYSTEM. If any person shall damage any part of the Grantee's gas distribution system or shall cause any weakening of the structural or lateral support thereof, such person shall immediately notify Grantee of the location, time of the occurrence, and the nature of the damage and Grantee shall take immediate action to protect persons and property in the vicinity of the damage.

___15 PRIOR CHAPTER 49 REPEALED AND REPLACED. Need to add language when we know where this will fit into our City Code.

___16 EFFECTIVE DATE. This Ordinance shall be in full force and effect from and after its passage and publication as required by law, and the acceptance thereof by the Grantee.

Passed, adopted and approved this ____ day of _____, 2012 (Ordinance No. _____). Published on _____, 2012. Accepted and filed by the Grantee on _____, 2012.

ACCEPTANCE OF FRANCHISE

The undersigned, Gorhams' Inc., for itself, its successors and assigns, hereby accepts the terms of and agrees to perform the conditions of that certain franchise granted by the City of Grand Rapids, Minnesota designated as Ordinance No. _____.

Dated at _____, Minnesota this ____ day of _____, 2012.

GORHAMS' INC.

By: _____
Its: _____

By: _____
Its: _____

ACKNOWLEDGEMENT OF FILING

The receipt and filing of the foregoing Acceptance of Franchise is hereby acknowledged and verified this ____ day of _____, 2012.

Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 12-0496 **Version:** 1 **Name:** Northwest Gas Rate Making Agreement
Type: Agenda Item **Status:** Passed
File created: 8/9/2012 **In control:** Engineering
On agenda: 8/13/2012 **Final action:** 8/13/2012
Title: A rate making agreement with Gorham's Inc. d.b.a. Northwest Gas
Sponsors:
Indexes:
Code sections:
Attachments: [8-13-12 Northwest RATE-MAKING DRAFT.pdf](#)

Date	Ver.	Action By	Action	Result
8/13/2012	1	City Council	Approved	Pass

A rate making agreement with Gorham's Inc. d.b.a. Northwest Gas

Background Information:

Attached is a rate making agreement between the City and Gorham's Inc. which is a separate agreement from the franchise agreement. By having the rate making agreement a separate document from the ordinance grant a franchise agreement, the City Council can approve rate changes without amending the ordinance.

Staff Recommendation:

City staff is recommending the approval of the rate making agreement.

Requested City Council Action

Consider approval of the rate making agreement.

**UTILITY RATE AGREEMENT BETWEEN THE CITY OF
GRAND RAPIDS AND GORHAMS' INC., (DOING
BUSINESS AS NORTHWEST GAS) PURSUANT TO
MINNESOTA STATUTES CHAPTER 216B.02, et. al.**

1. **AUTHORITY:** The City of Grand Rapids and Gorhams' Inc. have previously entered into a franchise agreement for the delivery of natural gas to residents of the City. As allowed under *Minnesota Statutes 216B.02, subd.4, et. al.* due to the size of the anticipate customer base of the franchise agreement, anticipated to be less than 650 customers, said Franchise is eligible for local rate regulation. As such, this City of Grand Rapids, or their designee, shall be solely responsible for setting the rate that a customer is asked to pay the Grantee.

For the purposes of this Agreement, "rate" is defined as: *every compensation, charge, fare, toll, tariff, rental, and classification, or any of them, demanded, observed, charged, or collected by any public utility for any service and any rules, practices, or contracts affecting any such compensation, charge, fare, toll, rental, tariff, or classification.*

2. **CITY RESPONSIBILITY:** The City of Grand Rapids, pursuant to state law, is entrusted with the responsibility of regulating the rate that Gorhams' Inc. shall be allowed to charge its' customers. Specifically, the City of Grand Rapids must ensure that the asset base as determined by Gorhams' Inc. includes only items, that in the City's sole discretion, are "used and useful" for the delivery service to the end customer. Moreover, the City must guarantee that all of the expenses in the financial statements provided by Gorhams' Inc. are due to the operation and maintenance of the system and that the rate of return allowed Northwest Gas is a reasonable one.

3. **GORHAMS' INCORPORATED'S RESPONSIBILITY:** As allowed under *Minnesota Statute 216B.02, subd.4, et. al.* Gorhams', Inc. is believed to be eligible for local rate regulation. To ensure such eligibility, Gorhams' Inc. must supply to the City of Grand Rapids all existing affidavits certifying that they fall within the requirements of the Minnesota Statutes cited above, as well as, documentation of the rates of any other regulatory bodies having jurisdiction over the systems which Gorhams' Inc. have built.

In addition, Gorhams' Inc. must supply to the City of Grand Rapids all documentation that they have provided such other governmental units, including but not limited to, pro-forma investment estimates, pro-forma income statements and with the initial rates which are developed using these documents, taking into consideration revenue requirements, potential customers' preferences and the competitive landscape, and which are believed to cover costs on said systems and provide a fair rate of return on the investment going forward.

4. BASIS FOR PROFIT: The City of Grand Rapids, or their designee, in their sole discretion shall determine the amount of profit (rate of return) that is allowed to be achieved by Gorhams' Inc. In doing so, the City shall determine what expenditures are "used and useful" for the delivery service to the end customer. Gorhams' Inc. must supply to the City all pro-forma investment estimates, pro-forma income statements and any other documents and information that the City deems necessary in determining the setting of a reasonable rate. After determining said amount, Gorhams' Inc. is entitled to a reasonable rate of return not to exceed twelve-percent (12%) of that determined amount. This amount may be adjusted by the Consumer Price Index by mutual consent of both parties.

Gorhams' Inc. may at any time request an increased or decreased rate adjustment dependant upon their pro-forma results or if there is a desire to accelerate or decelerate the recovery of capital invested in the system. Any such rate adjustment must meet with approval of the Grand Rapids City Council, or their designee.

5. ON GOING CONSIDERATION: Gorhams; Inc. must maintain a record of all investment made in each system as well as detailed profit and loss records. Following the end of each year's business a calculation must be made of the rate of return using revenues in excess of system costs earnings before interest, taxes, depreciation, and amortization (EBITDA) expressed as a percentage of the asset base at the beginning of the year. As stated above, any earnings beyond the allowed rate of return will be deducted from the end-of-year asset base and that reduced asset base will be used as the beginning-of-year asset base in the following year. Gorhams' Inc. agrees to meet with the City of Grand Rapids, or their designee, at least once annually to review these results as directed to by the City of Grand Rapids, as well as to discuss the extension of services to areas who are not presently served with natural gas.

The undersigned, Gorhams' Inc, for itself, its successors and assigns, hereby accepts the terms of and agrees to perform the conditions of this Agreement.

Dated at _____, Minnesota this ____ day of _____, 2012.

CITY OF GRAND RAPIDS

GORHAMS' INCORPORATED

Mayor Dale Adams

ITS:

Dated: _____

Dated: _____

ATTEST:

Shawn Gillen, City Administrator