



# CITY OF GRAND RAPIDS

CITY COUNCIL  
CHAMBERS  
420 NORTH POKEGAMA  
AVE.

## Meeting Agenda Full Detail City Council

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Monday, February 27, 2012

5:00 PM

City Hall Council Chambers

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**5:00 p.m. CALL TO ORDER:** Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, February 27, 2012 at 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**5:02 p.m. PRESENTATIONS/PROCLAMATIONS**

12-0111 Minnesota Energy Rebate for Library Riverfront Energy Project.

**5:07 p.m. MEETING PROTOCOL POLICY**

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

**5:08 p.m. PUBLIC FORUM**

**5:10 p.m. COUNCIL REPORTS**

**5:12 p.m. APPROVAL OF MINUTES**

12-0114 Approve City Council minutes for Monday, February 13, 2012 Worksession and Regular meetings and Tuesday, January 17, 2012 Special meeting.

**Attachments:** January 17, 2012 Special Meeting  
February 13, 2012 Worksession  
February 13, 2012 Regular Meeting

**5:13 p.m. CONSENT AGENDA**

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

1.     12-0106     A donation of twenty convertible child safety seats from the Office of Traffic Safety.  
**Attachments:**    [STMN\\_Safety Seat Res](#)
  
2.     12-0107     Consider adopting a resolution closing the Capital Projects Fund-2007 Infrastructure-Bonds and transfer the remaining balance of \$195,942.79 to the Capital Projects Fund-Permanent Improvement Revolving Fund as of December 31, 2011.  
**Attachments:**    [Resolution closing Fund 465 2007A Infrastructure.pdf](#)
  
3.     12-0108     Consider adopting a resolution closing the Capital Projects Fund 2009C Infrastructure-Bonds and transfer the remaining balance of \$321,937 to the Capital Projects Fund-Permanent Improvement Revolving Fund as of December 31, 2011.  
**Attachments:**    [Resolution closing Fund 468 2009C Infrastructure.pdf](#)
  
4.     12-0109     Consider adopting a resolution closing the Capital Projects Fund-Infrastructure 2004-3 4th Street SE and transfer the remaining balance of \$62,205.02 to the Capital Project Fund-Permanent Improvement Revolving Fund (PIR) as of December 31, 2011.  
**Attachments:**    [Resolution closing Fund 411 Infrastructure 2004-3.pdf](#)
  
5.     12-0110     Donation from the Grand Rapids Jaycees  
**Attachments:**    [Jaycees Donation Res.pdf](#)
  
6.     12-0112     Final payment and balancing change order with Electrical Systems Inc. related to Runway 16 Threshold Relocation project.  
**Attachments:**    [2-27-12 Attachment Airport Threshold Final.pdf](#)
  
7.     12-0116     A grant application to Bikes Belong.  
**Attachments:**    [2-27-12 Attachment Bike Belong Facility Grant App 2011-12.pdf](#)
  
8.     12-0117     A resolution eliminating parking on 4th Street SW/SE  
**Attachments:**    [2-27-12 Resolution CP 2004-3 Parking.pdf](#)
  
9.     12-0119     Consider adopting a resolution authorizing a budgeted operating transfer from the General Fund to the Domestic Animal Control Facility in the amount of \$20,000 as of December 31, 2011.  
**Attachments:**    [DACF Operating Transfer \\$20,000.pdf](#)
  
10.    12-0121     Ratify the seasonal employment of Cody Alleman at Pokegama Golf Course for the wage of \$11.25/hour. Employment to begin March 5 and end no later than November 4, 2012.
  
11.    12-0122     Approve the hiring of part time employees with the Grand Rapids Park and Recreation Department

12. [12-0124](#) Consider approving a resolution authorizing a budgeted operating transfer from the Capital Equipment Replacement Fund to the Cemetery Fund for \$7,500 as of December 31, 2011.  
**Attachments:** [\\$7,500 operating transfer from Capital Equipment Replacement to Cemetery.pdf](#)
13. [12-0127](#) Consider approving the solicitation of quotes for foundation repair at Central School.
14. [12-0130](#) Accept quote for cleaning services at the Library.
15. [12-0131](#) Schedule a public hearing for Monday, March 12, 2012 at 6:00 p.m. to allow for public comment pertaining to a requested text amendment to city ordinance regarding 2 a.m. On-Sale liquor.
16. [12-0133](#) Authorize staff to develop an RFP for garbage and recycling services.
17. [12-0134](#) Purchase of telephone headsets and battery backup device
18. [12-0125](#) A Cooperative Construction Agreement with MNDOT/State of MN  
**Attachments:** [2-27-12 Attachment CP 2004-3 Coop Agreement.pdf](#)

**5:15 SETTING OF REGULAR AGENDA**

p.m.

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

**5:16 ACKNOWLEDGE BOARDS & COMMISSIONS**

p.m.

19. [12-0132](#) Acknowledge minutes for Boards & Commissions.  
**Attachments:** [January 10, 2012 Police Civil Service](#)  
[January 17, 2012 Golf Board](#)  
[January 19, 2012 Central School Minutes](#)  
[January 24, 2012 Police Civil Service special meeting](#)

**5:17 CIVIC CENTER, PARKS & RECREATION**

p.m.

20. [12-0118](#) Remove and replace exterior steel doors at the IRA Civic Center  
**Attachments:** [Anderson Quote.pdf](#)  
[Mesabi Glass Quote.pdf](#)

**5:22 FIRE DEPARTMENT**

p.m.

21. [12-0104](#) Apointments to the Fire Department Relief Association

22. [12-0105](#) Purchase Hazmat Chemical I.D. Kit

**Attachments:** [Thermo Fisher Scientific Quote](#)  
[Ahura Sole Vendor](#)  
[Thermo Fisher Scientific Quote](#)  
[SensIR Trade in](#)  
[Chemical ID Kit](#)

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

23. [12-0120](#) Request by the Police Department to purchase (1) Dodge Charger and (1) Dodge Durango police vehicles from Tom Clusiau's and Mike Motors.

**Attachments:** [Quote Clusiaus](#)  
[Quote Mikes](#)

**5:35 ADMINISTRATION DEPARTMENT**  
**p.m.**

24. [10-0899](#) Adopt a resolution establishing a Primary Election for the City of Grand Rapids.

25. [12-0037](#) Consider approving a resolution to amend Resolution No. 12-15-09-05 that established the Agreement Between the Grand Rapids Public Utilities Commission and the City of Grand Rapids for In Lieu of Tax Payments and Utility Supplied Services.

**Attachments:** [PILOT Agreementt Amendment Draft \(1\).pdf](#)

26. [12-0115](#) Appointments to Boards & Commissions.

**Attachments:** [Board of Appeal & Equalization](#)  
[Golf Board](#)  
[GREDA](#)  
[Human Rights Applicants](#)  
[Human Rights Applicants 2](#)  
[Human Rights Applicants 3](#)  
[Park-Rec-Civic Center Board](#)  
[Police Civil Service](#)  
[PUC](#)  
[PUC Applicant-Don Evans](#)

**5:45 VERIFIED CLAIMS**  
**p.m.**

27. [12-0128](#) Consider approving the verified claims for the period February 7, 2012 to February 27, 2012 in the total amount of \$398,337.58.

**Attachments:** [02/27/2012 BILL LIST.pdf](#)

**5:55 ADJOURNMENT**  
**p.m.**

*NEXT REGULAR MEETING IS SCHEDULED FOR MARCH 12, 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)

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**File #:** 12-0111      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Filed  
**File created:** 2/21/2012      **In control:** Administration  
**On agenda:** 3/12/2012      **Final action:** 3/12/2012  
**Title:** Minnesota Energy Rebate for Library Riverfront Energy Project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
3/12/2012	1	City Council	Received and Filed	
2/27/2012	1	City Council	Postponed	

Minnesota Energy Rebate for Library Riverfront Energy Project.



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0114      **Version:** 1      **Name:** Council Minutes  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/21/2012      **In control:** Administration  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012

**Title:** Approve City Council minutes for Monday, February 13, 2012 Worksession and Regular meetings and Tuesday, January 17, 2012 Special meeting.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [January 17, 2012 Special Meeting](#)  
[February 13, 2012 Worksession](#)  
[February 13, 2012 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Approve City Council minutes for Monday, February 13, 2012 Worksession and Regular meetings and Tuesday, January 17, 2012 Special meeting.



# CITY OF GRAND RAPIDS

CITY COUNCIL  
CHAMBERS  
420 NORTH POKEGAMA  
AVE.

## Minutes - Final - Draft City Council

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Tuesday, January 17, 2012

4:00 PM

Conference Room 2A

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### SPECIAL MEETING

**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids City Council was held on Tuesday, January 17, 2012 at 4:00 p.m. in Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

#### CALL OF ROLL

*Councilor Joe Chandler arrived at 4:09 p.m.*

**Present** 4 -

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

**Absent** 1 -

Councilor Gary McInerney

1. Discuss 2012-2016 Capital Improvement Plan for infrastructure and 2012 proposed projects.

*City Engineer Tom Pagel provides overview of the meeting focus. Projects that must be immediately bonded for 2012 are:*

*CP 2011-4 Horseshoe/Isleview*

*CP 2004-3 4th Street SW/SE*

*CP 2011-6 Horseshop Improvements*

*Two types of bond types. Two projects committed to would increase the levy. Three projects would increase the levy even more. Recommending to issue MSA bonds for all three projects regardless.*

*Councilor Dale Christy left the meeting at 4:52 p.m.*

*Bonding options will be reviewed in greater detail and projects brought to Council for consideration at a later date.*

#### ADJOURNMENT

*There being no further business, the meeting adjourned at 5:24 p.m.*

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





# CITY OF GRAND RAPIDS

CITY COUNCIL  
CHAMBERS  
420 NORTH POKEGAMA  
AVE.

## Minutes - Final - Draft City Council Work Session

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Monday, February 13, 2012

Conference Room 2A

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Immediately following the closed session.

**CALL TO ORDER:** Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council will be held on Monday, February 13, 2012 at 4:24 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:

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

### Discussion Items

1. Discuss Recyclebank program.

*Waste Management representatives introduced the 50 State Challenge for recycling. This program runs July to December 2012. If Grand Rapids chooses to participate, the City has the opportunity to receive a \$100,000 grant to be used towards a recycle program in the city. There is no cost to the city during the period of the contest and for 1.5 years beyond. The city is not obligated to continue with the program at the completion of the contest period. Participation would require the city to extend the current garbage contract until June 2014. This will be taken under consideration.*

2. Discuss 2012 proposed infrastructure projects and bonding requirements.

*Finance Director Miller and Engineer Pagel review projects requiring bonding. These bonds are on the regular agenda for Council consideration.*

3. Review 5:00 p.m. Regular Meeting and other business as noted.

*Moved item #2 from consent to item #18a on regular meeting.*

### Adjourn

**There being no further business, the meeting adjourned at 5:08 p.m.**

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





# CITY OF GRAND RAPIDS

CITY COUNCIL  
CHAMBERS  
420 NORTH POKEGAMA  
AVE.

## Minutes - Final - Draft City Council

---

Monday, February 13, 2012

5:00 PM

City Hall Council Chambers

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**5:00 p.m. CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, February 13, 2012 at 5:12 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

### PUBLIC FORUM

*Kathy Koda, representing Computer Enterprises, discusses bids submitted for item #19 and the difference in cost. State contract bid is much lower for the laptop purchase, but feels the difference in cost for the PCs is insignificant when working to keep business within the community. Computer Enterprises is also willing to extend the warranty to four years with the purchase of more than ten units. Ms. Koda would like the Council to consider purchasing the PCs locally and purchase the laptops and licenses from the state contract for a significant savings.*

### COUNCIL REPORTS

**5:08 p.m. APPROVAL OF MINUTES**

Approve Council minutes for Monday, January 23, 2012 Worksession and Regular Meetings

**A motion was made by Councilor Gary McInerney, seconded by Councilor Joe Chandler, to approve Council minutes for Monday January 23, 2012 Worksession and Regular Meeting. The motion PASSED by unanimous vote.**

**5:10 p.m. CONSENT AGENDA**

1. Adopt a Resolution to Accept a Donation to the Fire Department

**Adopted resolution 12-12 by consent roll call**

2. A resolution ordering the improvement and plans and specifications for CP 2004-3, 4th Street SW/SE Improvements

**Moved to regular agenda as item 18a.**

3. Authorize Mayor to sign letter of support for Lakeland Public Television in support of building project.

**That this Agenda Item be Approved by consent roll call**

4. Approve renewal of Consumption & Display permit for Itasca Curling Club Inc.

**That this Agenda Item be Approved by consent roll call**

5. Cooperative Fire Protection Agreement

**That this Agenda Item be Approved by consent roll call**

6. Lost Accounts Payable check #106355 issued to SEH-RCM Inc.

**That this Agenda Item be Approved by consent roll call**

7. Consider passing a resolution adopting the Public Works Department 2011/2012 and 2012/2013 Snow and Ice Control Policy.

**Adopted resolution 12-7 by consent roll call**

8. Appointment of Lee Longoria to the position of HazMat Training/Equipment Assistant for the Grand Rapids Fire Department.

**That this Agenda Item be Approved by consent roll call**

9. Completion of Introductory Period for Police Officer Shawn Mahaney.

**That this Agenda Item be Approved by consent roll call**

10. Renewed Fire Protection Agreement

**That this Agenda Item be Approved by consent roll call**

11. Consider approving Resolutions Providing for the Issuance and Sale of the following: \$2,245,000 General Obligation Improvement Bonds, Series 2012A, \$4,175,000 General Obligation State-Aid Street Bonds, Series 2012B, \$910,000 General Obligation Grant Anticipation Notes, Series 2012C, and \$1,610,000 General Obligation Utility Revenue Bonds, Series 2012D.

**Adopted resolutions 12-8, 12-9, 12-10 & 12-11 by consent roll call**

12. Consider authorizing the City to apply to the Blandin Foundation for a grant for municipal collaboration and adopting a resolution accepting a \$6,000 grant from the Blandin Foundation to support collaboration and alignment efforts for municipalities in the Itasca County area.

**Adopted resolution 12-13 by consent roll call**

13. Consider terminating the Memorandum of Agreement Between the Joint Grand Rapids/Itasca County Airport Commission and the City of Grand Rapids effective January 1, 2012.

**That this Agenda Item be Approved by consent roll call**

14.

Adoption of City of Grand Rapids Police Department Policy Manual

**That this Agenda Item be Approved by consent roll call**

15. Resolution establishing 2012 compensation for City of Grand Rapids Non-Represented Employees.

**Adopted resolution 12-14 by consent roll call**

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

**A motion was made by Councilor Zabinski, seconded by Councilor McInerney, to approve consent agenda items 1, 3-15, moving item 2 to the regular agenda as item 18a. 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

#### **5:12 SETTING OF REGULAR AGENDA p.m.**

**A motion was made by Councilor Dale Christy, seconded by Councilor Ed Zabinski, to approve the regular agenda with the addition of 18a. The motion PASSED by unanimous vote.**

#### **5:13 ACKNOWLEDGE BOARDS & COMMISSIONS p.m.**

16. Acknowledge minutes for Boards & Commissions.

*Acknowledged minutes for Boards and Commissions as noted:*

*GREDA:*

*December 8, 2011*

*January 12, 2012*

*Central School Commission:*

December 15, 2011  
December 29, 2011  
January 5, 2012

HRA:  
December 21, 2011  
November 16, 2011  
October 19, 2011  
September 21, 2011

Human Rights Commission:  
December 28, 2011

Library Board:  
December 14, 2011

Police Civil Service Commission:  
November 18, 2011  
October 12, 2011  
October 20, 2011  
October 20, 2011 Special Meeting

**Acknowledged Boards and Commissions**

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

17. Department Head Report - Fire Department  
  
*Presented by 1st Assistant Fire Chief AJ Morse.*

**Received and Filed**

**5:20 FINANCE DEPARTMENT  
p.m.**

18. Consider amending Grant Agreement CDAP-10-0021-O-FY11 for the Grand Rapids Housing Project (Crystal Lakes Townhomes) to include funds to perform an environmental review and compliance with Davis-Bacon and Related Acts and accept the Proposal for Services from the Southwest Minnesota Housing Partnership to conduct the environmental review and Davis-Bacon compliance.

**A motion was made by Councilor Zabinski, seconded by Councilor Christy amending Grant Agreement CDAP-10-0021-O-FY11 for the Grand Rapids Housing Project (Crystal Lakes Townhomes) to include funds to perform an environmental review and compliance with Davis-Bacon and Related Acts and accept the Proposal for Services from the Southwest Minnesota Housing Partnership to conduct the environmental review and Davis-Bacon compliance. 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

18a. A resolution ordering the improvement and plans and specifications for CP 2004-3,

## 4th Street SW/SE Improvements

**A motion was made by Councilor Zabinski, seconded by Councilor McInerney, to adopt resolution 12-15 - ordering the improvement and plans and specifications for CP 2004-3, 4th Street SW/SE Improvements to include a, b, c, & d as written in the RCA. The motion failed by the following vote.**

**Aye** 2 -

Councilor Dale Christy, and Councilor Ed Zabinski

**Nay** 3 -

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

**A motion was made by Mayor Adams, seconded by Councilor Christy to adopt resolution 12-15 - ordering the improvement and plans and specifications for CP 2004-3, 4th Street SW/SE Improvements eliminating b, c, & d from the proposed resolution. 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

**Recess regular meeting for public hearing scheduled for 6:00 p.m.**

**6:00 PUBLIC HEARINGS  
p.m.**

**22.**

Public hearing pertaining to City ordinance regarding On-Sale Sunday liquor.

*Attorney Chad Sterle presented the request to Council for text amendment to ordinance pertaining to on-sale sunday liquor sales.*

*A motion was made by Councilor Zabinski, seconded by Councilor McInerney to open the public hearing.*

*Mayor Adams states that this is the time for anyone wishing to address the Council regarding this issue to approach and be heard.*

*Judy Brown, 115 NW 7th Street, employed with the Sawmill Inn speaks in favor of the text amendment.*

*No one else wished to speak therefore the following motion was made.*

**A motion was made by Councilor Joe Chandler, seconded by Councilor Gary McInerney, to close the Public Hearing. The motion PASSED by unanimous vote.**

**23.**

Ordinance regulating hours of operation of liquor sales.

**A motion was made by Councilor Chandler, seconded by Councilor Christy to adopt ordinance 12-02-02 - regulating hours of operation of liquor sales and authorize publication in summary form.. 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

**5:25 INFORMATION TECHNOLOGY**

**P.M.**

19. Authorize the IT Department to purchase replacement computers for 2012.

**A motion was made by Councilor Christy, seconded by Councilor Chandler to purchase replacement workstations from Computer Enterprises, laptops from HP State Contract and Microsoft Office 2010 licenses from the SHI MN State Purchasing contract for an amount not to exceed \$17,200. The motion passed by the following vote:**

Aye 5 -

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

**5:30 LIBRARY**

**p.m.**

20. Accept quote for cleaning contract at the Library

**A motion was made by Councilor Dale Christy, seconded by Councilor Gary McInerney, to table this item until the next meeting. The motion PASSED by unanimous vote.**

**5:35 ADMINISTRATION**

**P.M.**

21. MacRostie Art Center request for Temporary Liquor License and waiver of additional fees.

**A motion was made by Councilor Zabinski, seconded by Councilor Christy, to approve a temporary liquor license to MacRostie Art Center for an event on March 2, 2012 and charge the fee of \$200 and waiving future fees for repeat events for 2012 contingent upon receipt of fees and documentation. 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.**

22. Consider approving the verified claims for the period January 14, 2012 to February 6, 2012 in the total amount of \$629,835.92.



A motion was made by Councilor Zabinski, 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

**6:30 ADJOURNMENT**

**p.m.**

*There being no further business, the meeting adjourned at 6:41 p.m.*

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0106      **Version:** 1      **Name:** A donation of twenty convertible child safety seats from the Office of Traffic Safety.

**Type:** Agenda Item      **Status:** Passed

**File created:** 2/20/2012      **In control:** Police

**On agenda:** 2/27/2012      **Final action:** 2/27/2012

**Title:** A donation of twenty convertible child safety seats from the Office of Traffic Safety.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [STMN Safety Seat Res](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

A donation of twenty convertible child safety seats from the Office of Traffic Safety.

### **Background Information:**

The Grand Rapids Police Department has been granted twenty convertible child safety seats from the Minnesota Department of Public Safety-Office of Traffic Safety. These seats will be distributed based on need and the meeting of low income guidelines.

### **Requested City Council Action**

Consider approving a resolution accepting twenty convertible child safety seats from the Minnesota Department of Public Safety-Office of Traffic Safety.

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

RESOLUTION NO. 12-

A RESOLUTION ACCEPTING A DONATION OF TWENTY CONVERTIBLE CHILD SAFETY SEATS FROM THE MINNESOTA DEPARTMENT OF PUBLIC SAFETY-OFFICE OF TRAFFIC SAFETY TO THE CITY OF GRAND RAPIDS POLICE DEPARTMENT

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 Minnesota Department of Public Safety-Office of Traffic Safety has donated twenty convertible child safety seats to the City of Grand Rapids Police Department.

Adopted this 27th day of February 2012.

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Dale C. Adams, Mayor

Attest:

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Kim 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 #:** 12-0107      **Version:** 1      **Name:** Close Fund 465 2007A Infrastructure Projects  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/20/2012      **In control:** Finance  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Consider adopting a resolution closing the Capital Projects Fund-2007 Infrastructure-Bonds and transfer the remaining balance of \$195,942.79 to the Capital Projects Fund-Permanent Improvement Revolving Fund as of December 31, 2011.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Resolution closing Fund 465 2007A Infrastructure.pdf](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Consider adopting a resolution closing the Capital Projects Fund-2007 Infrastructure-Bonds and transfer the remaining balance of \$195,942.79 to the Capital Projects Fund-Permanent Improvement Revolving Fund as of December 31, 2011.

**Background Information:**

In 2007, the City issued \$1,775,000 General Obligation Improvement Bonds, Series 2007A for three infrastructure projects. One of the projects was CP 1999-21, Trunk Highway 2 and 169. We have been waiting for the final invoice from MNDOT in order to close out this fund. The final invoice was received in 2011. All of the projects are complete and the final invoice has been paid. There is a balance remaining of \$195,942 because MNDOT elected to provide additional federal funds after the City had issued the bonds and the projects came in under budget. The remaining funds may be used for future infrastructure projects, consequently, we are recommending this remaining balance be transferred to the Capital Project Fund-Permanent Improvement Revolving Fund (PIR) as of December 31, 2011, and this fund be closed.

**Requested City Council Action**

Consider adopting a resolution closing the Capital Projects Fund-2007 Infrastructure-Bonds and transfer the remaining balance of \$195,942.79 to the Capital Projects Fund-Permanent Improvement Revolving Fund as of December 31, 2011.

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

RESOLUTION NO. 12-

A RESOLUTION CLOSING THE CAPITAL PROJECTS FUND-2007 INFRASTRUCTURE-BONDS AND TRANSFERRING THE REMAINING BALANCE OF \$195,942.70 TO THE CAPITAL PROJECTS FUND-PERMANENT IMPROVEMENT REVOLVING FUND AS OF DECEMBER 31, 2011

WHEREAS, in 2007, the City issued \$1,775,000 General Obligation Improvement Bonds, Series 2007A for three infrastructure projects, and

WHEREAS, one of the projects was CP 1999-21, Trunk Highway 2 and 169, and

WHEREAS, we have been waiting for the final invoice from MNDOT in order to close this fund, and

WHEREAS, the final invoice was received and paid in 2011 and all of the projects are complete, and

WHEREAS, there is a cash balance remaining of \$195,942.70 because MNDOT elected to provide additional federal funds after the City had issued the bonds and the projects came in under budget,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota,

- Close the Capital Projects Fund-2007 Infrastructure-Bonds and transfer the remaining balance of \$195,942.79 to the Permanent Improvement Revolving Fund as of December 31, 2011

Adopted this 27<sup>th</sup> day of February, 2012.

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Dale Adams, Mayor

Attest:

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Kim Johnson-Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0108      **Version:** 1      **Name:** Close Fund 468 2009C Infrastructure Projects  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/20/2012      **In control:** Finance  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Consider adopting a resolution closing the Capital Projects Fund 2009C Infrastructure-Bonds and transfer the remaining balance of \$321,937 to the Capital Projects Fund-Permanent Improvement Revolving Fund as of December 31, 2011.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Resolution closing Fund 468 2009C Infrastructure.pdf](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Consider adopting a resolution closing the Capital Projects Fund 2009C Infrastructure-Bonds and transfer the remaining balance of \$321,937 to the Capital Projects Fund-Permanent Improvement Revolving Fund as of December 31, 2011.

**Background Information:**

In 2009, the City issued \$4,565,000 Taxable General Obligation Improvement Bonds, Series 2009C for five infrastructure projects totaling \$7.7 million. All of the projects are complete and there is a fund balance remaining of \$321,937.98. The City received a \$250,000 DEED Grant after the bonds had been issued and four of the five projects came in under the Feasibility Studies.

The remaining funds may be used for future infrastructure projects, consequently, we are recommending the remaining balance be transferred to the Capital Projects Fund-Permanent Improvement Revolving Fund (PIR) as of December 31, 2011 and this fund be closed.

**Requested City Council Action**

Consider adopting a resolution closing the Capital Projects Fund 2009C Infrastructure-Bonds and transfer the remaining balance of \$321,937 to the Capital Projects Fund-Permanent Improvement Revolving Fund as of December 31, 2011.

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

RESOLUTION NO. 12-

A RESOLUTION CLOSING THE CAPITAL PROJECTS FUND-2009C  
INFRASTRUCTURE-BONDS AND TRANSFERRING THE REMAINING BALANCE OF  
\$321,937.98 TO THE CAPITAL PROJECTS FUND-PERMANENT IMPROVEMENT  
REVOLVING FUND AS OF DECEMBER 31, 2011

WHEREAS, in 2009, the City issued \$4,565,000 Taxable General Obligation  
Improvement Bonds, Series 2009C for five infrastructure projects totaling \$7.7 million, and

WHEREAS, all of the projects are complete and there is a fund balance remaining of  
\$321,937.98, and

WHEREAS, the City received a \$250,000 DEED Grant after the bonds had been issued  
and four of the five projects came in under the Feasibility Studies, and

WHEREAS, the remaining funds may be used for future infrastructure projects,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand  
Rapids, Itasca County, Minnesota,

- Close the Capital Projects Fund-2009C Infrastructure-Bonds and transfer the  
remaining balance of \$321,937.98 to the Permanent Improvement Revolving  
Fund as of December 31, 2011.

Adopted this 27<sup>th</sup> day of February, 2012.

---

Dale Adams, Mayor

Attest:

---

Kim Johnson-Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0109      **Version:** 1      **Name:** Close Fund 411-2004-3 Infrastructure  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/21/2012      **In control:** Finance  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Consider adopting a resolution closing the Capital Projects Fund-Infrastructure 2004-3 4th Street SE and transfer the remaining balance of \$62,205.02 to the Capital Project Fund-Permanent Improvement Revolving Fund (PIR) as of December 31, 2011.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Resolution closing Fund 411 Infrastructure 2004-3.pdf](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Consider adopting a resolution closing the Capital Projects Fund-Infrastructure 2004-3 4th Street SE and transfer the remaining balance of \$62,205.02 to the Capital Project Fund-Permanent Improvement Revolving Fund (PIR) as of December 31, 2011.

**Background Information:**

In preparation for CP 2004-3 - 4th Street SW/SE, which is part of MNDOT's reconstruction of Pokegama Avenue, the City purchased three homes along 4th Street as they became available. They were paid for with funds from PIR and Municipal State Aid Streets. The homes were purchased in 2005 and 2006 and the City has been renting them out until they were demolished in 2011. There is currently a balance of \$62,205 remaining in that fund. We are recommending those funds be transferred back to the Capital Project Fund-PIR to reimburse that fund.

**Requested City Council Action**

Consider adopting a resolution closing the Capital Projects Fund-Infrastructure 2004-3 4th Street SE and transfer the remaining balance of \$62,205.02 to the Capital Project Fund-Permanent Improvement Fund (PIR) as of December 31, 2011.



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

RESOLUTION NO. 12-

A RESOLUTION CLOSING THE CAPITAL PROJECTS FUND-INFRASTRUCTURE 2004-3 4<sup>TH</sup> STREET SE/SW AND TRANSFER THE REMAINING BALANCE OF \$62,205.02 TO THE CAPITAL PROJECTS FUND-PERMANENT IMPROVEMENT FUND AS OF DECEMBER 31, 2011.

WHEREAS, in preparation for CP 2004-3 – 4<sup>th</sup> Street SW/SE, which is part of MNDOT's reconstruction of Pokegama Avenue, the City purchased three homes along 4<sup>th</sup> Street as they became available, and

WHEREAS, they were paid for with funds from PIR and Municipal State Aid Streets Construction funds, and

WHEREAS, the homes were purchased in 2005 and 2006 and the City has been renting them out until they were demolished in 2011, and

WHEREAS, there is currently a balance of \$62,205 remaining in that fund,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota,

- Close the Capital Projects Fund-Infrastructure 2004-3 4<sup>th</sup> Street SE/SW and transfer the remaining balance of \$62,205.02 to the Capital Projects Fund-Permanent Improvement Fund (PIR) as of December 31, 2011

Adopted this 27<sup>th</sup> day of February, 2012.

---

Dale Adams, Mayor

Attest:

---

Kim Johnson-Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0110      **Version:** 1      **Name:** Donation from Jaycee's  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/21/2012      **In control:** Civic Center, Parks & Recreation  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Donation from the Grand Rapids Jaycees

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Jaycees Donation Res.pdf](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Donation from the Grand Rapids Jaycees

**Background Information:**

The Grand Rapids Jaycees have given a donation of \$500.00 to the Grand Rapids Park and Recreation Department to help purchase youth t-shirts for our 2nd Annual Spring Into Fitness to be held on Friday, April 13, 2012. This event has co-sponsors from the City of Grand Rapids, Anytime Fitness, Ogles Market Place Foods, Jaycees and Pepsi. The 1K Kids race is free for all area children 11 years and under.

**Staff Recommendation:**

Consider adopting a resolution accepting a donation of \$500.00 from the Grand Rapids Jaycees to the Park and Recreation Department for the 2nd Annual Spring Into Fitness event on Friday, April 13, 2012.

**Requested City Council Action**

Consider adopting a resolution accepting a donation of \$500.00 from the Grand Rapids Jaycees to the Park and Recreation Department for the 2nd Annual Spring Into Fitness event on Friday, April 13, 2012.

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

RESOLUTION NO. 12-

A RESOLUTION ACCEPTING A \$500 DONATION FROM THE GRAND RAPIDS JAYCEES TO THE GRAND RAPIDS RECREATION DEPARTMENT TO HELP PAY FOR THE YOUTH T-SHIRTS FOR THE SPRING INTO FITNESS EVENT ON APRIL 13, 2012

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 Jaycees have donated \$500 to the Grand Rapids Recreation Department to be used to help purchase youth t-shirts for the Spring Into Fitness Event on April 13, 2012.

Adopted this 27<sup>th</sup> day of February, 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 #:** 12-0112      **Version:** 1      **Name:** Airport Threshold Final Payment  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/21/2012      **In control:** Airport  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Final payment and balancing change order with Electrical Systems Inc. related to Runway 16 Threshold Relocation project.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2-27-12 Attachment Airport Threshold Final.pdf](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Final payment and balancing change order with Electrical Systems Inc. related to Runway 16 Threshold Relocation project.

**Background Information:**

The airport Runway 16 Threshold Relocation project project is complete. As a result final payment and balancing change order approval can be considered. The final contract amount is \$118,220.00. The balancing change order amount is \$146.00.

**Staff Recommendation:**

City staff is recommending the final payment and balancing change with Electrical Systems Inc. be approved.

**Requested City Council Action**

Consider approval of the final payment and balancing change with Electrical Systems Inc. in an amount of \$118,220.00 and \$146.00, respectively.

State of Minnesota  
Department of Transportation  
Office of Aeronautics  
Airport Development Section

Construction Report and Cost Estimate

State Project Number: 3101-88B  
Municipality: CITY OF GRAND RAPIDS  
Project Description: RUNWAY 16 THRESHOLD RELOCATION  
Contractor's Name: ELECTRICAL SYSTEMS INC.

Agreement: 99704  
Region: E    FAA Proj Number: 3-27-0037-16-11  
FY: 2012    Estimate Number: 2  
Construction Costs Through: 11/30/11

CERTIFICATION OF WORK PERFORMED

I have examined the materials furnished and work performed by the Contractor on the above project. To the best of my knowledge the quantities are correct and in accordance with the plans and specifications. I recommend this estimate for payment. If a Statement of Engineering Services is attached, I certify the engineering costs shown are correct.

Dated: 2/17/12 Title: Project Eng'r

[Signature]  
Engineer's Signature

This is to certify that the quantities as shown herein are a fair estimate for the period covered by this Report.

Dated: 2/14/12 Title: Renard Hild CEO

[Signature]  
ELECTRICAL SYSTEMS INC.

CERTIFICATION BY AN OFFICIAL OF CITY OF GRAND RAPIDS

I hereby certify this report (and the attached Statement of Engineering Services) was approved for payment by the Municipal Council at the regular (special) meeting held on the \_\_\_\_\_ Day of \_\_\_\_\_.

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

\_\_\_\_\_  
CITY OF GRAND RAPIDS Approval

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

\_\_\_\_\_  
CITY OF GRAND RAPIDS Approval

State of Minnesota  
 Department of Transportation  
 Office of Aeronautics  
 Airport Development Section

STATEMENT OF CONSTRUCTION WORK PERFORMED

State Project Number: 3101-88B  
 Municipality: CITY OF GRAND RAPIDS  
 Project Description: RUNWAY 16 THRESHOLD RELOCATION

Agreement: 99704  
 Region: E    FAA Proj Number: 3-27-0037-16-11  
 FY: 2012    Estimate Number: 2  
 Construction Costs Through: 11/30/11

Item Number	Construction Item	Unit of Measure	Funding Rate FAA-ST-MUN	Unit Price	Quantity	Amount	Previously Completed Quantity	Completed This Report Quantity	Completed to Date Quantity	Completed to Date Amount
1	MOBILIZATION	LS	PR PR PR	16,500.00	1.000	16,500.00	1.000	0.000	1.000	16,500.00
2	TRAFFIC PROVISIONS	LS	PR PR PR	5,000.00	1.000	5,000.00	1.000	0.000	1.000	5,000.00
3	PAVEMENT MARKING	LS	095 000 005	33,440.00	1.000	33,440.00	1.000	0.000	1.000	33,440.00
4	OBLITERATE PAVEMENT MARKING	LS	095 000 005	34,420.00	1.000	34,420.00	1.000	0.000	1.000	34,420.00
5	PAVEMENT MARKING	SF	095 000 005	83.00	100.000	83.00	0.000	0.000	0.000	0.00
6	OBLITERATE PAVEMENT MARKING	SF	095 000 005	171.00	100.000	171.00	0.000	0.000	0.000	0.00
7	2" PVC CONDUIT	LF	095 000 005	2.00	120.000	240.00	120.000	0.000	120.000	240.00
8	#6 BARE COUNTERPOISE	LF	095 000 005	2.00	190.000	380.00	190.000	0.000	190.000	380.00
9	#8 5KV CABLE	LF	095 000 005	2.00	190.000	380.00	190.000	0.000	190.000	380.00
10	#4 600V CABLE	LF	095 000 005	3.00	50.000	150.00	50.000	0.000	50.000	150.00
11	#6 600V CABLE	LF	095 000 005	2.00	120.000	240.00	120.000	0.000	120.000	240.00
12	INSTALL CABLE IN DUCT/CONDUIT	LF	095 000 005	3.00	120.000	360.00	120.000	0.000	120.000	360.00
13	TRENCHING IN TURF	LF	095 000 005	5.00	120.000	600.00	120.000	0.000	120.000	600.00
14	BORING 2" CONDUIT	LF	095 000 005	30.00	130.000	3,900.00	130.000	0.000	130.000	3,900.00
15	INSTALL RUNWAY EDGE LIGHT LENS	EACH	095 000 005	50.00	14.000	700.00	22.000	0.000	22.000	1,100.00
16	INSTALL SALVAGED PAPI SYSTEM	EACH	095 000 005	9,000.00	1.000	9,000.00	1.000	0.000	1.000	9,000.00
17	INSTALL SALVAGED REIL SYSTEM	EACH	095 000 005	4,500.00	1.000	4,500.00	1.000	0.000	1.000	4,500.00
18	REMOVE CABLES	LF	095 000 005	1.00	510.000	510.00	510.000	0.000	510.000	510.00
19	REMSALV RUNWAY EDGE LIGHTS	EACH	095 000 005	250.00	6.000	1,500.00	6.000	0.000	6.000	1,500.00
20	REMSALV PAPI SYSTEM	EACH	095 000 005	4,000.00	1.000	4,000.00	1.000	0.000	1.000	4,000.00
21	REMSALV REIL SYSTEM	EACH	095 000 005	2,000.00	1.000	2,000.00	1.000	0.000	1.000	2,000.00
Contract Totals:						118,074.00			Completed to Date:	118,220.00

State of Minnesota  
 Department of Transportation  
 Office of Aeronautics  
 Airport Development Section

STATEMENT OF CONSTRUCTION WORK PERFORMED

State Project Number: 3101-88B

Municipality: CITY OF GRAND RAPIDS

Project Description: RUNWAY 16 THRESHOLD RELOCATION

Agreement: 99704

Region: E FAA Proj Number: 3-27-0037-16-11

FY: 2012 Estimate Number: 2

Construction Costs Through: 11/30/11

Item Number	Construction Item	Unit Measure	Funding Rate FAA-ST-MUN	Unit Price	Quantity	Amount	Previously Completed Quantity	Completed This Report Quantity	Completed to Date Quantity	Completed to Date Amount
		TOTAL	FEDERAL		STATE	LOCAL				
	Construction Prorates:	A	95.0000 %		0.0000 %	5.0000 %				
	Previously Completed:	118,220.00	112,308.45		0.00	5,911.55				
	Completed This Report:	0.00	0.55		0.00	-0.55				
	Completed to Date:	118,220.00	112,309.00		0.00	5,911.00				
	Retainage Computation for Payment to	ELECTRICAL SYSTEMS INC.								
	Total Completed to Date:	118,220.00	112,309.00		0.00	5,911.00				
	Less 0 % Retainage:	0.00	0.00		0.00	0.00				
	Sub Total Payment:	118,220.00	112,309.00		0.00	5,911.00				
	Less Previous Payments:	112,309.00	106,693.00		0.00	5,616.00				
	Contractors Payment This Estimate:	5,911.00	5,616.00		0.00	295.00				

MINNESOTA • REVENUE

**Contractor's Withholding Affidavit  
Confirmation**

ELECTRICAL SYSTEMS INC

ID 4924756

Please keep this information for your records.

Submit a copy of this page to the project owner to receive your final payment.

<b>Confirmation number</b>	415157 Mon Oct 31 06:39:10 CDT 2011
<b>Project owner</b>	GRAND RAPIDS ITASCA COUNTY AIR
<b>Project number</b>	3101-88
<b>Project begin date</b>	September 2011
<b>Project end date</b>	October 2011
<b>Project location</b>	GRAND RAPIDS MINNESOTA
<b>Subcontractors</b>	FAHRNER ASPHALT SEALERS LLC 414911



# AIA<sup>®</sup> Document G707<sup>™</sup> – 1994

## Consent of Surety to Final Payment

<b>PROJECT:</b> <i>(Name and address)</i> FAA AIP No. 3-27-0037-16-11/SP No. 3101-88: 2011 CIP-Runway 16 Threshold Relocation Project, Grand Rapids, Minnesota	<b>ARCHITECT'S PROJECT NUMBER:</b>	OWNER <input type="checkbox"/>
<b>TO OWNER:</b> <i>(Name and address)</i> Grand Rapids-Itasca County Airport Commission 1500 SE 7th Avenue Grand Rapids, MN 55744	<b>CONTRACT FOR:</b>	ARCHITECT <input type="checkbox"/>
	<b>CONTRACT DATED:</b> 9/19/2011	CONTRACTOR <input type="checkbox"/>
		SURETY <input type="checkbox"/>
		OTHER <input type="checkbox"/>

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the  
*(Insert name and address of Surety)*

Western Surety Company  
333 S. Wabash Avenue 41st Floor  
Chicago, IL 60604

on bond of  
*(Insert name and address of Contractor)*

Electrical Systems Inc.  
12202 Wicklund Road  
Brainerd, MN 56401

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not  
relieve the Surety of any of its obligations to  
*(Insert name and address of Owner)*

Grand Rapids-Itasca County Airport Commission  
1500 SE 7th Avenue  
Grand Rapids, MN 55744

as set forth in said Surety's bond.

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date: **October 31st, 2011**  
*(Insert in writing the month followed by the numeric date and year.)*

Western Surety Company

*(Surety)*

*(Signature of authorized representative)*

Jonathan Pate, Attorney-in-Fact

*(Printed name and title)*

Attest:

{Seal}: 

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Thomas Kemp, Jonathan Pate, Thomas M Lahl, Individually**

of West Saint Paul, MN, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Senior Vice President and its corporate seal to be hereto affixed on this 1st day of October, 2010.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

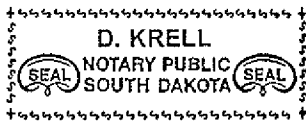
Paul T. Bruflat, Senior Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 1st day of October, 2010, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Senior Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

November 30, 2012



*D. Krell*

D. Krell, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 31st day of October, 2011.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**CERTIFICATE OF FINAL ACCEPTANCE**

Municipality Grand Rapids  
Airport Grand Rapids-Itasca County Airport  
County Itasca  
Agreement No. 99704

State Project No. 3101-88B  
Federal Project No. 3-27-0037-16-11  
TKDA Project No. 14000.004  
Date \_\_\_\_\_

**CONTRACTOR**

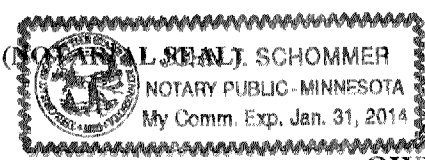
The undersigned contractor does hereby certify that he/she has performed and completed all work in connection with and pursuant to the terms of the contract for the above referenced project, and does hereby certify the final payment request is true, correct, full and complete, and does make claim for final payment in accordance with the terms of the contract.

Contractor Electrical Systems Inc.  
By [Signature]  
Title RONALD WINN CEO

State of Minnesota, County of CROW WING, on this 14<sup>th</sup> day of FEBRUARY 2012, before me personally appeared RONALD WINN, to me known to be the person who executed the foregoing acceptance and acknowledged that ELECTRICAL SYSTEMS INC. executed the same as TO BE THE free act and deed.

**CORPORATE ACKNOWLEDGEMENT**

RONALD WINN and \_\_\_\_\_  
to me personally known, who, being each by me duly sworn, each did say that they are respectively the CEO and \_\_\_\_\_  
of the ELECTRICAL SYSTEMS INC. corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation by authority of its CORPORATE BY LAWS and said CORPORATION acknowledged said instrument to be the free act and deed of said corporation.



Signature [Signature]  
My Commission as Notary Public in Crow Wing  
County expires Jan 31, 2014

**OWNER AND CONSULTANT**

It is hereby certified that a final examination has been made for the above referenced contract, the contract has been completed, the entire amount of work shown in the final payment request has been performed, and the total value of the work performed in accordance with, and pursuant to, the terms of the contract is as shown in the final payment request.

Municipality Grand Rapids  
By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
Consulting Engineer/Architect TKDA  
Date 2/17/12

By \_\_\_\_\_  
Title \_\_\_\_\_  
Date \_\_\_\_\_  
By [Signature]  
Title Project Eng'r

(It will be the responsibility of each Municipality in executing this form to determine that all provisions of their municipal charter or applicable state laws have been strictly followed.)

CHANGE ORDER

Change Order No. 1      Airport      TKDA      AIP. 3-27-0037-16-11  
Grand Rapids      Project. No. 14000.004      SAP. 3101-88B  
Itasca County Airport

Sponsor      Sponsor's Address      Date Prepared      Amount of Contract  
City of Grand Rapids      1500 7th Avenue SE      02/02/12      \$118,074.00 (Original)  
Grand Rapids, MN 55744      \$118,220.00 (Final)

Contractor      Contractor's Address      Completion Dates  
Electrical Systems, Inc.      12202 Wicklund Road      Contract      Revised:  
Brainerd, MN 56401      21 Days      Same

CHANGES ORDERED

This is a Balancing Change Order for the 2011 CIP Runway 16 Threshold Relocation at the Grand Rapids-Itasca County Airport, for the work completed in 2011. A Balancing Change order is an accounting device used to adjust the contract value to the as-built value. For a list of the overruns on this project, see the attached variance report.

Item	Description	Unit	Quantity	Unit Price	Contract Amount
1	Balancing Amount	LS	1	\$146.00	\$146.00
Addition Total					\$146.00

Not valid until fully executed by the City of Grand Rapids, Minnesota. Signature of the Contractor indicates his agreement herewith, including any agreement in Contract Sum or Contract Time.

The foregoing is in accordance with your contract dated September 14, 2011 and the aforementioned change, and the work affected thereby is subject to all contract stipulations and covenants.

**APPROVED:**

**ACCEPTED:**

CITY OF GRAND RAPIDS

Electrical Systems, Inc.

Contractor

By \_\_\_\_\_

By 

Title \_\_\_\_\_ Date \_\_\_\_\_


Title Raymond Nixon CEO

By \_\_\_\_\_

Date 2/19/12

Title \_\_\_\_\_ Date \_\_\_\_\_

TOLTZ, KING, DUVALL, ANDERSON & ASSOC, INC.  
ENGINEERS-ARCHITECTS-PLANNERS

By  \_\_\_\_\_  
Senior Project Engineer      Date 2/17/12

CONTRACTOR: ELECTRICAL SYSTEMS, INC.

BALANCING CHANGE ORDER  
 2011 CIP - RUNWAY 16 THRESHOLD RELOCATION  
 GRAND RAPIDS - ITASCA COUNTY AIRPORT

AIP PROJ. NO. 3-27-0037-16-11  
 STATE PROJECT NO. 3101-88B  
 TKDA PROJECT NO. 14000.004

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	UNIT PRICE	ORIGINAL		FINAL		QUANTITY	AMOUNT	VARIANCE	EXPLANATION
				QUANTITY	AMOUNT	QUANTITY	AMOUNT				
40-1	MOBILIZATION	LS	16,500.00	1	16,500.00	1.00	16,500.00	0.00	0.00		
224-1	TRAFFIC PROVISIONS	LS	5,000.00	1	5,000.00	1.00	5,000.00	0.00	0.00		
106-1	PAVEMENT MARKING	LS	33,440.00	1	33,440.00	1.00	33,440.00	0.00	0.00		
105-2	OBLITERATE PAVEMENT MARKINGS	LS	34,420.00	1	34,420.00	1.00	34,420.00	0.00	0.00		
105-3	PAVEMENT MARKING	SF	0.83	100	83.00	0.00	0.00	-100.00	-83.00	Allowance - Unused	
105-4	OBLITERATE PAVEMENT MARKINGS	SF	1.71	100	171.00	0.00	0.00	-100.00	-171.00	Allowance - Unused	
211-1	2" PVC CONDUIT	LF	2.00	120	240.00	120.00	240.00	0.00	0.00		
220-1	#6 BARE COUNTERPOISE	LF	2.00	190	380.00	190.00	380.00	0.00	0.00		
220-2	#8 5KV CABLE	LF	2.00	190	380.00	190.00	380.00	0.00	0.00		
220-3	#4 600V CABLE	LF	3.00	50	150.00	50.00	150.00	0.00	0.00		
220-4	#6 600V CABLE	LF	2.00	120	240.00	120.00	240.00	0.00	0.00		
220-5	INSTALL CABLE IN DUCT OR CONDUIT	LF	3.00	120	360.00	120.00	360.00	0.00	0.00		
225-1	TRENCHING IN TURF	LF	5.00	120	600.00	120.00	600.00	0.00	0.00		
225-2	BORING 2" CONDUIT	LF	30.00	130	3,900.00	130.00	3,900.00	0.00	0.00		
231-1	INSTALL RUNWAY EDGE LIGHT LENS	EA	50.00	14	700.00	22.00	1,100.00	8.00	400.00	Add'l Threshold Lenses Req'd So End Rwy 16/34	
233-1	INSTALL SALVAGED PAPI SYSTEM	EA	9,000.00	1	9,000.00	1.00	9,000.00	0.00	0.00		
235-1	REMOVE SALVAGED REL SYSTEM	EA	4,500.00	1	4,500.00	1.00	4,500.00	0.00	0.00		
270-1	REMOVE CABLES	LF	1.00	510	510.00	510.00	510.00	0.00	0.00		
270-2	REMOVE AND SALVAGE RUNWAY EDGE I	EA	250.00	6	1,500.00	6.00	1,500.00	0.00	0.00		
270-3	REMOVE AND SALVAGE PAPI SYSTEM	EA	4,000.00	1	4,000.00	1.00	4,000.00	0.00	0.00		
270-4	REMOVE AND SALVAGE REL SYSTEM	EA	2,000.00	1	2,000.00	1.00	2,000.00	0.00	0.00		
<b>TOTAL</b>					<b>\$118,074.00</b>		<b>\$118,220.00</b>		<b>\$146.00</b>		



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0116      **Version:** 1      **Name:** CP 2012-9, 5th Street North Restriping Grant  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/21/2012      **In control:** Engineering  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** A grant application to Bikes Belong.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2-27-12 Attachment Bike Belong Facility Grant App 2011-12.pdf](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

A grant application to Bikes Belong.

### **Background Information:**

"The Bikes Belong Coalition was formed in 1999 as the national coalition of bicycle retailers and suppliers working to put more people on bikes more often. U.S. bicycle companies recognized that they could accomplish more for bicycling by working together than by working independently. From helping create safe places to ride to promoting bicycling, we carefully select projects and partnerships that have the capacity to make a difference." via: <http://www.bikesbelong.org/what-we-do/>

Bikes Belong has a grant program with a maximum grant of \$10,000 for projects that promote bicycling. The attached grant application would assist the City in funding the conversion of 5th Street North from a 4-lane to 3-lane roadway and add dedicated bike lanes.

### **Staff Recommendation:**

City staff is recommending the submittal of a grant application to Bikes Belong for \$10,000 to be used on CP 2012-9, 5th Street North Restriping.

### **Requested City Council Action**

Consider approval of the submittal of a grant application to Bikes Belong for \$10,000 to be used on CP 2012-9, 5th Street North Restriping.

**Bikes Belong Facility Grant Application: Administrative Information**

Date of Application: February 27, 2011

Name of Project: 5<sup>th</sup> Street North Dedicated Bike Lanes

Legal Name of Organization: City of Grand Rapids, Minnesota

Address (street, city, state, zip): 420 North Pokegama Ave., Grand Rapids, MN 55744

Website: <http://grandrapids.govoffice.com/>

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Contact Person: Tom Pagel, P.E.

Title: City Engineer

Direct Phone: 218.326.7626

E-Mail Address: [tpagel@ci.grand-rapids.mn.us](mailto:tpagel@ci.grand-rapids.mn.us)

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Type of Organization (501(c)3, 501(c)6, etc): Municipal Corporation

State and Year of Incorporation: Minnesota, 1974

Federal Employer Identification Number (EIN): 41-6005201

Congressional Representative: MN Congressional District 8, Chip Craavack

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Number of Full-Time Staff: 70

Number of Part-Time Staff: 120

Number of Volunteer Staff: 100

Number of Members (if applicable): N/A

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Amount Requested from Bikes Belong: \$10,000

Funding Raised to Date: \$25,000

Total Project Budget: \$35,000

Total Organization Budget: \$7,065,178

## **Bikes Belong Facility Grant Application: Narrative**

Please provide the following information in narrative form, maintaining the headings for each section. Please limit the narrative to **seven pages or less**.

### **1. Organization Background**

- a) **Mission and History:** Located in north central Minnesota, approximately 80 miles northwest of Duluth, the City of Grand Rapids, Minnesota, has been in existence as a community since 1891. With a city population of 10,869, it serves as the county seat for Itasca County serving over 40,000 people. Its purpose is to provide essential and non-essential local government services.

The City has a Comprehensive Plan that it utilizes to guide its policy making decisions. Future Land Use, Goal 7, states: *Provide physical accessibility throughout Grand Rapids*. Objective “e” of this goal specifically states: *Connect businesses with surrounding land uses to increase access. Connectivity and multi-modal transportation should be strong across all land use categories*. Under Transportation Infrastructure, Goal #3: Promote bicycling for commuters and recreational riders, Objective “a” states: *Improve pedestrian and bicycle access to and between local destinations, including public facilities, schools, parks, open space, employment districts, and shipping centers. Creating access is the first step to enabling more bicycle use*.

Our proposed project of converting a four-lane roadway to a three lane roadway with dedicated bicycle lanes, described in detail below, will assist the city in achieve our Comprehensive Plan goals.

- b) **Past Successes:** Since 2002 the City has constructed over 12.9 miles of pedestrian trail throughout the City, connecting bicycles to all areas of the community including the Mesabi Trail, a non-motorized 150 mile trail from Grand Rapids to Ely, Minnesota, and the Mississippi River Trail, an on-road bicycle routes following the Mississippi River from its beginning at Lake Itasca, to its outlet in the Gulf of Mexico. The construction of these trails along with promotion and education by Get Fit Itasca, a county health collaboration whose mission is, “to engage all residents of the Itasca area to make choices and participate in activities that improve their quality of health,” have changed peoples travel habits from motor vehicles to bicycles and walking.

### **2. Purpose of Grant**

- a) **Project Description:** The 5<sup>th</sup> Street North Conversion project restripes a major collector street converting it from a 4-lane vehicle roadway to a 3-lane roadway with dedicated bicycle lanes. By creating dedicated bike lanes, bicyclist will be able to enter and/or drive though our busy central business district. Fifth Street North is a paralleling street to Trunk Highway 2 which has no accommodations for bikers who are traveling through the City (shoulders are non-existent). The peak 2009 Average



Daily Traffic on TH 2 was 17,400. The peak ADT on 5<sup>th</sup> Street North was 9,100 which make it a great candidate for conversion to a 3-lane section. This converting/restriping of 5<sup>th</sup> Street North, will create a great alternative route for bikers.

This project is needed now because it is supported by the comprehensive plan, there is public support to continue to accommodate bicyclists, and there is a policy window of opportunity. This would be the first street with dedicated bike lanes in Northern Minnesota. If notified of a successful grant application in May of this year, the street would be converted in June/July of this year.

- b) Population:** The total population of our market is approximately 40,000 people. The population of people within two miles of the proposed project is approximately 8,000 people.
- c) Miles Built/Connected:** The proposed project is 0.7 miles long. It will assist bicyclist in connecting to our approximate 12.9 miles of dedicated pedestrian trails and the 150 mile long Mesabi Trail that runs from Grand Rapids to Ely, Minnesota. A map is provided under Required Attachments below.
- d) Ridership:** Provide the following data:
- Provide an estimate of how many riders are using the current facility, if applicable In 2010 and again in 2011 trail/sidewalk counts were completed to estimate how many bicyclists were utilizing the Grand Rapids system. Between the hours of 6-8am and 4-6pm on the second Thursday and Saturday in June, volunteers conducted physical counts of pedestrians and cyclists at 4 designated trailhead areas in the city. The direct count comparison results are as follows:
    - 2010 (sunny, warm days) = 142 cyclists;
    - 2011 (rainy, cold days) = 146 cyclists.
- In addition to the trail counts each year, a survey was conducted at the Itasca County Fair, where a random sample of 200 residents was polled about their walking and bicycling behavior. Results indicate a rise in bicycle use, particularly for transportation:
- 16.9% increase in residents actively commuting to and from work;
  - 38.4% increase in residents traveling actively to parks, community centers, and libraries;
  - 24.2% increase in residents traveling actively to shop downtown
  - 6.7% increase in residents using active transportation to drop and pick up children from school;
  - 13.5% increase in active transportation being used to purchase groceries.
- Estimate the projected number of new cyclists as a result of your project
    - o Based on these results, we are projecting an additional 3% increase in overall ridership, and an active transportation increase of 15-20% for 2012.

### 3. Evaluation

- a) **Measurable Outcomes:** Bicyclists will have dedicated on-street lanes through the Central Business District. With these dedicated lanes, it will be easy to determine the outcome by visually seeing bikers utilize the dedicated lanes. As a result of having dedicated lanes, motor vehicle drivers will be made more aware of the biker's presence and hopefully become more respectful.
- b) **Measurement:** Success will be measured by the quantity of bikers that utilize the lanes and public acceptance. Trail/sidewalk counts will be conducted again the second week of June in 2012 to determine usage of the overall non-motorized transportation system. In addition, a survey will be given at the Itasca County Fair to collect qualitative data on the usage of the non-motorized system in Grand Rapids.

### 4. Project Budget

- a) **Total Budget:** The total project cost is \$35,000. This includes striping, pavement markings, and signage.
- b) **Additional Funding:** The City will fund \$25,000 of the total budget. Bikes Belong funding will leverage the City funds.

### 5. Required Attachments

- a) **Support Letters:** See attachments
- b) **List of Board Members**
  - a. Mayor – Dale Adams
  - b. Council Members – Ed Zabinski, Dale Christy, Joe Chandler, and Gary McInerney
- c) **IRS determination letter:** Not Applicable
- d) **Map/Plan:** See Attachments
- e) **Media Articles** Non Available
- f) **Organizational Budget:** visit the following link:  
[http://grandrapids.govoffice.com/index.asp?Type=B\\_BASIC&SEC={758FDCE2-C048-43B9-B05E-4550989C1F74}](http://grandrapids.govoffice.com/index.asp?Type=B_BASIC&SEC={758FDCE2-C048-43B9-B05E-4550989C1F74})
- g) **Financial Statement:** visit the following link:  
[http://grandrapids.govoffice.com/index.asp?Type=B\\_BASIC&SEC={758FDCE2-C048-43B9-B05E-4550989C1F74}](http://grandrapids.govoffice.com/index.asp?Type=B_BASIC&SEC={758FDCE2-C048-43B9-B05E-4550989C1F74})

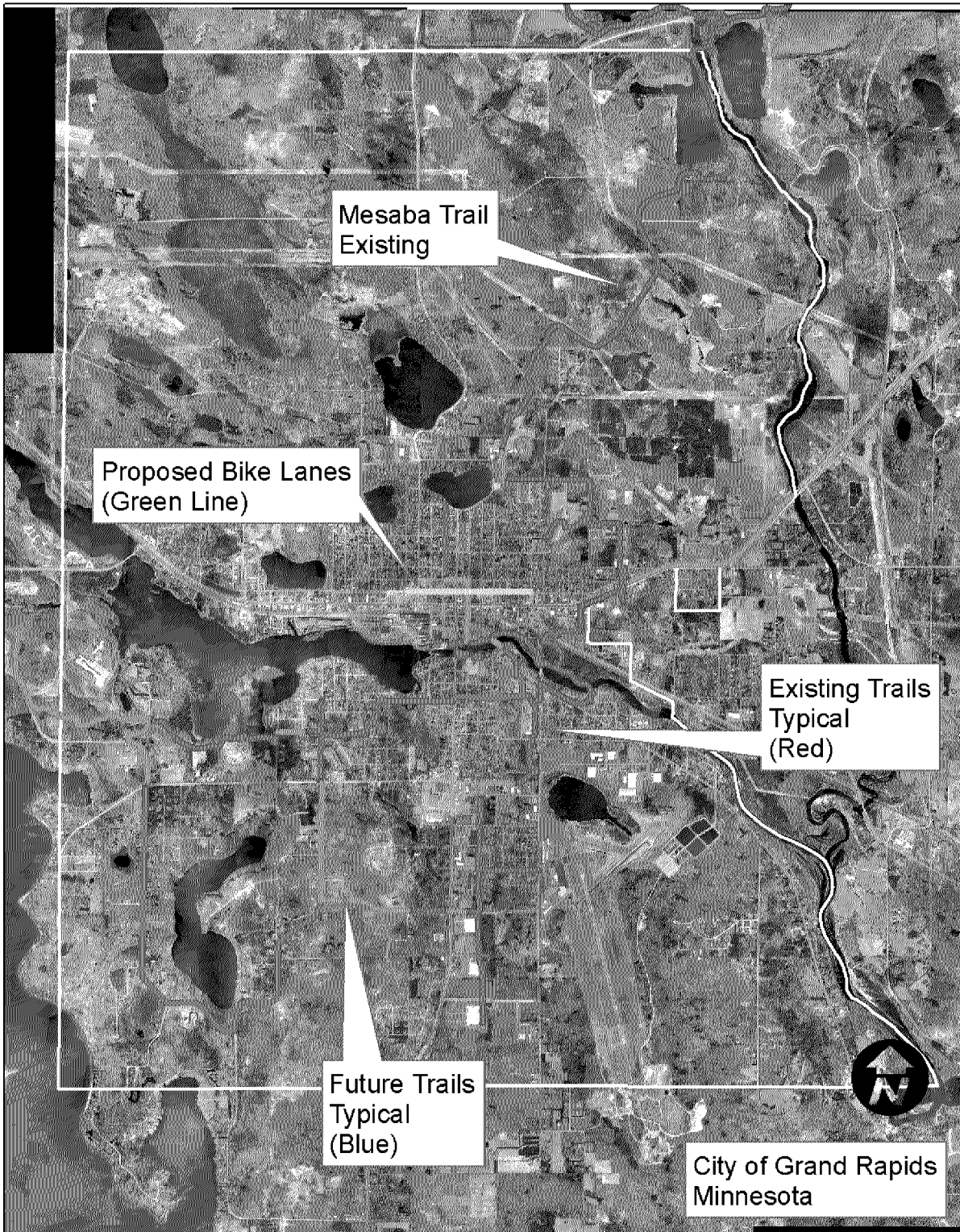
\*Support letters from the local bicycle industry (including bike shops, manufacturers of bicycles and accessories, local cycling or bicycle advocacy groups) are required and extremely important to your proposal. Additional, non-industry support letters that are relevant and show support for your project within the community are welcome. Please address all letters to the Bikes Belong Grants committee. Form letters will not be considered.

**Important Instructions:**

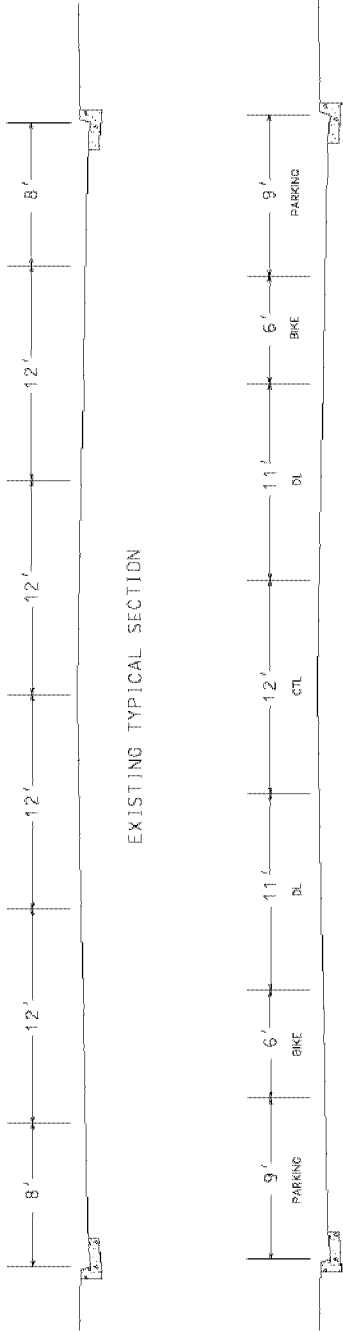
Please submit all grant information and attachments as **one .pdf file**. If the file is too large to send, you may submit the map/plan as a separate .pdf attachment. Please direct any questions or concerns to Zoe Kircos, Grants Manager, [zoe@bikesbelong.org](mailto:zoe@bikesbelong.org), 303-449-4893 x5.

**Maps and Plan**

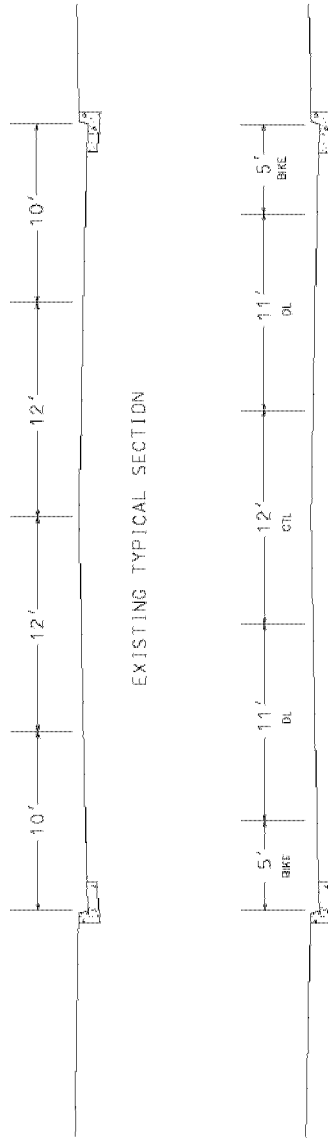
**General City Location Map**



# Typical Section



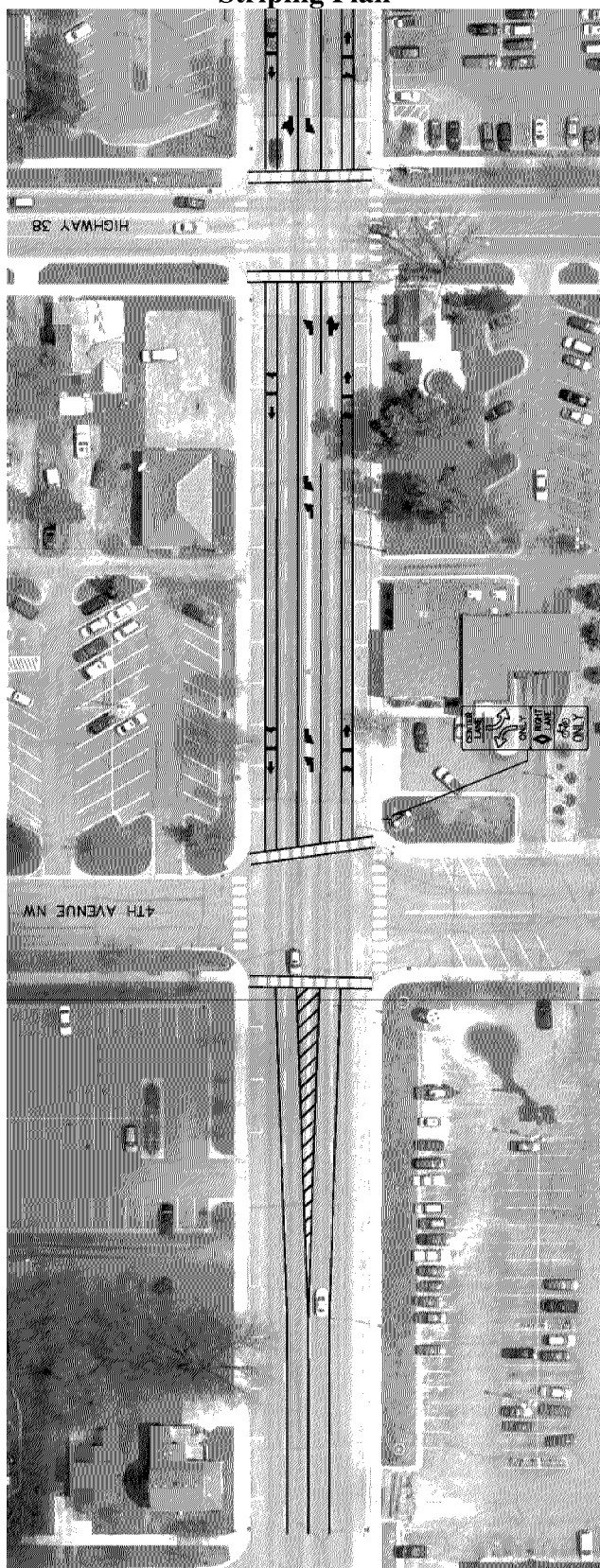
4th AVE. WEST TO 3rd AVE. EAST  
(64' FACE/FACE)



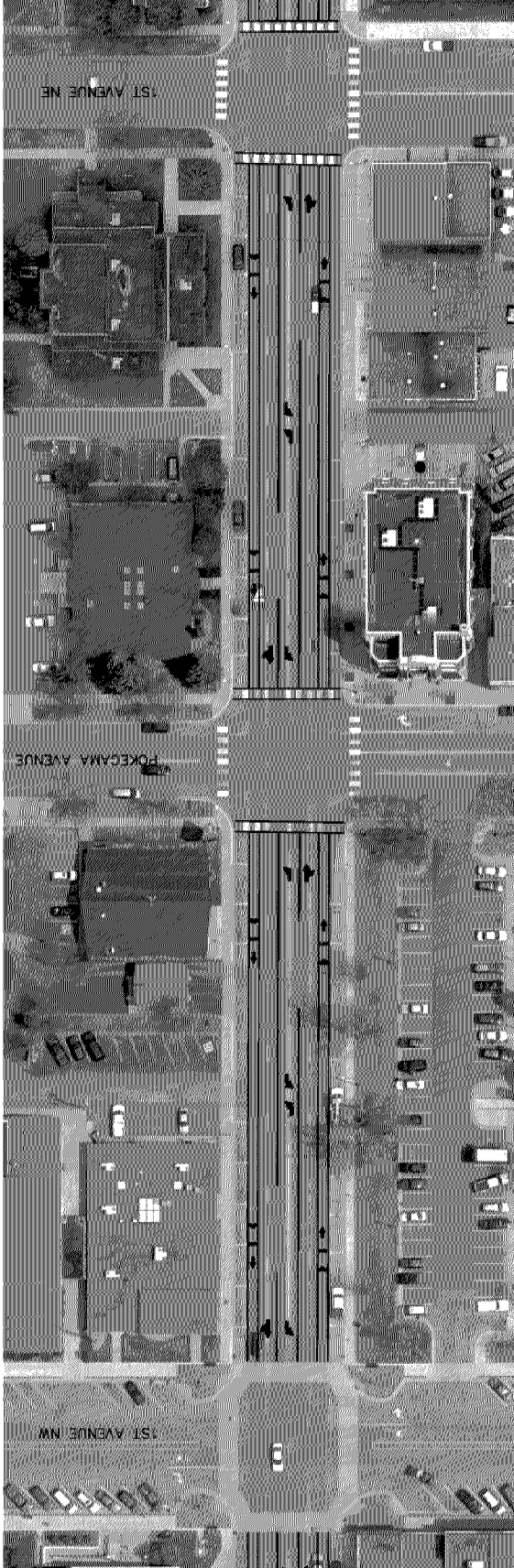
3rd AVE. EAST TO 6th AVE. EAST  
(44' FACE/FACE)

\* WOULD NEED TO PASS A RESOLUTION  
ELIMINATING PARKING

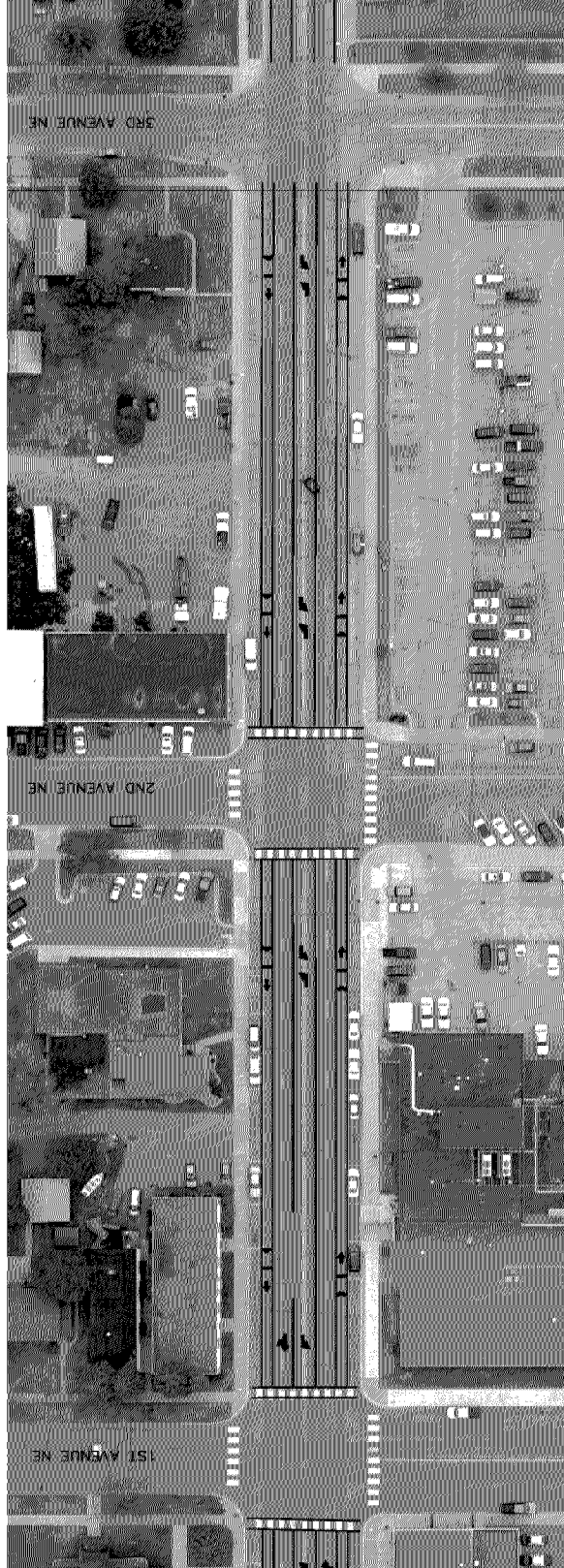
# Striping Plan

















# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0117      **Version:** 1      **Name:** CP 2004-3 No Parking Resolution  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/21/2012      **In control:** Engineering  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** A resolution eliminating parking on 4th Street SW/SE  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2-27-12 Resolution CP 2004-3 Parking.pdf](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

A resolution eliminating parking on 4th Street SW/SE

**Background Information:**

At the February 13, regular council meeting, the City Council order in CP 2004-3, 4th Street SW/SE Improvements. This project includes the narrowing of 4th Street SW/SE to 32 feet which will not accommodate on-street parking under MSAS rules. As a result the City needs to pass a resolution formally eliminating parking. The attached resolution accomplishes this requirement.

**Staff Recommendation:**

City staff is recommending passing the attached resolution.

**Requested City Council Action**

Consider passing the attached resolution.

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

RESOLUTION 12-\_\_

**A RESOLUTION RELATED TO PARKING  
ON S.A.P. 129-117-001 from 5<sup>th</sup> Avenue SW to 1<sup>st</sup> Avenue SW  
and S.A.P. 129-139-001 from 1<sup>st</sup> Avenue SE to 7<sup>th</sup> Avenue SE  
in the City of Grand Rapids Minnesota  
CP 2004-3**

WHEREAS, the “City”, has planned the improvement of 4<sup>th</sup> Street SW, State Aid Route No. 117 from 5<sup>th</sup> Avenue SW to 1<sup>st</sup> Avenue SW and 4<sup>th</sup> Street SE, State Aid Route No. 139 from 1<sup>st</sup> Avenue SE to 7<sup>th</sup> Avenue SE in the City of Grand Rapids, Minnesota; and

WHEREAS, the “City” will be expending Municipal Street Aid Funds on the improvements of this Street; and

WHEREAS, this improvement does not provide adequate width for parking on both sides of the street; and approval of the proposed construction as a Municipal State Aid Street project must therefore be conditioned upon certain parking restrictions.

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

That the “City” shall ban the parking of motor vehicles on 4<sup>th</sup> Street SW/SE as shown on the construction plans at all times.

Adopted by the council this 27<sup>th</sup> day of February, 2012.

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

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

Council member \_\_\_\_\_ seconded the foregoing resolution and the following voted in favor thereof:

; and the following voted against same:



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0119      **Version:** 1      **Name:** Transfer to DACF

**Type:** Agenda Item      **Status:** Passed

**File created:** 2/21/2012      **In control:** Finance

**On agenda:** 2/27/2012      **Final action:** 2/27/2012

**Title:** Consider adopting a resolution authorizing a budgeted operating transfer from the General Fund to the Domestic Animal Control Facility in the amount of \$20,000 as of December 31, 2011.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [DACF Operating Transfer \\$20,000.pdf](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Consider adopting a resolution authorizing a budgeted operating transfer from the General Fund to the Domestic Animal Control Facility in the amount of \$20,000 as of December 31, 2011.

**Background Information:**

All of the 2011 invoices for the Domestic Animal Control Facility (DACF) have been paid and there is a deficit balance of approximately \$20,000. The 2011 budget included a \$42,000 operating transfer to the DACF. However, due to fees paid by Itasca County and other entities, that amount can be reduced to \$20,000.

**Requested City Council Action**

Consider adopting a resolution authorizing a budgeted operating transfer from the General Fund to the Domestic Animal Control Facility in the amount of \$20,000 as of December 31, 2011.

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

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING A \$20,000 OPERATING TRANSFER FROM THE GENERAL FUND TO THE DOMESTIC ANIMAL CONTROL FACILITY FUND AS OF DECEMBER 31, 2011

WHEREAS, all of the 2011 invoices for the Domestic Animal Control Facility have been paid, and

WHEREAS, there is a deficit balance of approximately \$20,000, and

WHEREAS, the 2011 budget included a \$42,000 operating transfer to the Domestic Animal Control Facility, and

WHEREAS, since Itasca County and other governmental entities paid unbudgeted pound fees, the budgeted operating transfer can be reduced,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the following operating transfer:

- \$20,000 from the General Fund to the Domestic Animal Control Facility Fund as of December 31, 2011

Adopted this 27<sup>th</sup> day of February, 2012.

---

Dale Adams, Mayor

Attest:

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Kim Johnson-Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0121      **Version:** 1      **Name:** Seasonal Golf Employee  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/21/2012      **In control:** Golf Course  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Ratify the seasonal employment of Cody Alleman at Pokegama Golf Course for the wage of \$11.25/hour. Employment to begin March 5 and end no later than November 4, 2012.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Ratify the seasonal employment of Cody Alleman at Pokegama Golf Course for the wage of \$11.25/hour. Employment to begin March 5 and end no later than November 4, 2012.

### **Background Information:**

Cody Alleman has been a seasonal golf course maintenance employee for the past few seasons.

For the past two years he has also worked at the Civic Center in the non-golf season.

We would like to re-hire Cody Alleman to begin some indoor spring projects beginning Monday March 5. His March hours would be between 16 and 24/week depending upon the need for his services at the Civic Center. Beginning April 1 his hours would expand to 40 hours per week. His employment with the golf course would end no later than November 4, 2012.

### **Staff Recommendation:**

[Enter Recommendation Here]

### **Requested City Council Action**

Consider ratifying the seasonal employment of Cody Alleman at Pokegama Golf Course for the wage of \$11.25/hour. Cody will be part of the grounds maintenance staff.

Employment to begin March 5 and end no later than November 4, 2012.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0122      **Version:** 1      **Name:** Part Time Employees  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/22/2012      **In control:** Civic Center, Parks & Recreation  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Approve the hiring of part time employees with the Grand Rapids Park and Recreation Department  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

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

**Background Information:**

The following employees will be hired with the Grand Rapids Park and Recreation Department. These positions are part of the Recreation Department Administrative and Program Budgets.

Hours will range differently but will be approximately 30 hours a week. However, some employees may work week-ends or be a sub so their numbers will also vary. Weather can be a factor in our winter programs so again that number could be much lower. Employees do not typically work over 40 hours a week for any of our programs or combined programs.

The hourly wage depends on the different positions the employee may be asked to do and can range from minimum wage up to the higher wage listed. Employees may be asked to Coach, be an Assistant, Instructor and/or other duties as assigned.

Allison Bean	Swimming Aid, Instructor, Lifeguard, Cashier	Hourly: \$7.25 to \$10.00 per hour
Megan Morrissey	Swimming Aid, Instructor, Lifeguard, Cashier	Hourly: \$7.25 to \$10.00 per hour
James Jylha	Swimming Aid, Instructor, Lifeguard, Cashier	Hourly: \$7.25 to \$10.00 per hour

**Staff Recommendation:**

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

**Requested City Council Action**

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0124      **Version:** 1      **Name:** Operating transfer from 407 to 233-\$7,500  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/22/2012      **In control:** Finance  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012

**Title:** Consider approving a resolution authorizing a budgeted operating transfer from the Capital Equipment Replacement Fund to the Cemetery Fund for \$7,500 as of December 31, 2011.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [\\$7,500 operating transfer from Capital Equipment Replacement to Cemetery.pdf](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Consider approving a resolution authorizing a budgeted operating transfer from the Capital Equipment Replacement Fund to the Cemetery Fund for \$7,500 as of December 31, 2011.

**Background Information:**

The 2011 Capital Improvement Plan included \$7,500 for the purchase of two commercial grade turf mowers for the Cemetery to be funded by the Capital Equipment Replacement Fund. The mowers were purchase in 2011 and recorded in the Cemetery Fund. We are requesting an operating transfer from the Capital Equipment Replacement Fund to the Cemetery fund to pay for the two mowers.

**Requested City Council Action**

Consider approving a resolution authorizing a budgeted operating transfer from the Capital Equipment Replacement Fund to the Cemetery Fund for \$7,500 as of December 31, 2011.

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

RESOLUTION NO. 12-

A RESOLUTION AUTHORIZING A \$7,500 OPERATING TRANSFER FROM THE CAPITAL EQUIPMENT REPLACEMENT FUND TO THE SPECIAL REVENUE FUND-CEMETERY AS OF DECEMBER 31, 2011

WHEREAS, the 2011 Capital Improvement Plan included \$7,500 for the purchase of two commercial grade turf mowers for the Cemetery to be funded by the Capital Equipment Replacement Fund, and

WHEREAS, the mowers were purchased in 2011 and recorded in the Cemetery Fund,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, approves the following operating transfer:

- \$7,500 from the Capital Equipment Replacement Fund to the Special Revenue Fund-Cemetery as of December 31, 2011

Adopted this 27<sup>th</sup> day of February, 2012.

---

Dale Adams, Mayor

Attest:

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Kim Johnson-Gibeau, City Clerk

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0127      **Version:** 1      **Name:** Request approval to solicit quotes for foundation repair

**Type:** Agenda Item      **Status:** Passed

**File created:** 2/22/2012      **In control:** Finance

**On agenda:** 2/27/2012      **Final action:** 2/27/2012

**Title:** Consider approving the solicitation of quotes for foundation repair at Central School.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Consider approving the solicitation of quotes for foundation repair at Central School.

**Background Information:**

The Central School Commission received a grant for \$20,000 from the Minnesota Historical Society for the replacement of the foundation on the north side of the building and 35 feet on the north side of the east entrance. This is a matching grant with the other \$20,000 being funded by the Central School Capital Reserve Fund.

**Requested City Council Action**

Consider approving the solicitation of quotes for foundation repair at Central School.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0130      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/22/2012      **In control:** Library  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Accept quote for cleaning services at the Library.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Accept quote for cleaning services at the Library.

**Background Information:**

Staff solicited quotes from cleaning contractors to do regular cleaning the Library. We received 4 quotes ranging from \$1700/mo to \$2100/mo.

This is a budgeted item for the Library

**Requested City Council Action**

Accept low quote of \$1700/month from Busy Bees Quality Cleaning Service for providing cleaning services at the Library.



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 12-0131      **Version:** 1      **Name:**

**Type:** Agenda Item      **Status:** Passed

**File created:** 2/23/2012      **In control:** Administration

**On agenda:** 2/27/2012      **Final action:** 2/27/2012

**Title:** Schedule a public hearing for Monday, March 12, 2012 at 6:00 p.m. to allow for public comment pertaining to a requested text amendment to city ordinance regarding 2 a.m. On-Sale liquor.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Schedule a public hearing for Monday, March 12, 2012 at 6:00 p.m. to allow for public comment pertaining to a requested text amendment to city ordinance regarding 2 a.m. On-Sale liquor.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0133      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/23/2012      **In control:** Public Works  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Authorize staff to develop an RFP for garbage and recycling services.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Authorize staff to develop an RFP for garbage and recycling services.

**Background Information:**

Staff is requesting authorization to develop a Request for Proposal for a License Agreement(s) to collect and dispose of garbage and recyclables in the City of Grand Rapids. We currently have an exclusive License Agreement with Waste Management of Minnesota, Inc., and is due to expire July 31, 2012. Considerable discussion has taken place regarding waste collection and recyclables. Our intent is to author a draft RFP to include all possible scenarios and bring back to the Council for their review, comment and approval.

**Requested City Council Action**

Authorize staff to develop RFP for garbage and recycling services.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0134      **Version:** 1      **Name:** Purchase of telephone headsets and battery backup device

**Type:** Agenda Item      **Status:** Passed

**File created:** 2/23/2012      **In control:** Information Technology

**On agenda:** 2/27/2012      **Final action:** 2/27/2012

**Title:** Purchase of telephone headsets and battery backup device

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Purchase of telephone headsets and battery backup device

**Background Information:**

The City's new phone system has now been installed and tested. The final phase of the project is to procure replacement headsets and a battery backup for the new system. For the headsets, I received quotes from the two major retailers of business telephone headsets. HelloDirect provided us with the low quote and also quoted a superior product. Their quote totals \$2992.30 for 13 headsets. For the battery backup, I received quotes from both local and non-local vendors and the low quote was from CDWG at a cost of \$1413.58. These items are budgeted for in the CIP.

**Requested City Council Action**

Consider allowing the IT Department to purchase 13 telephone headsets and a battery backup device for a total cost of \$4405.88 plus all applicable taxes and fees.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0125      **Version:** 1      **Name:** CP 2004-3 Coop Agreement with MNDOT  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/22/2012      **In control:** Engineering  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** A Cooperative Construction Agreement with MNDOT/State of MN  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [2-27-12 Attachment CP 2004-3 Coop Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

A Cooperative Construction Agreement with MNDOT/State of MN

### **Background Information:**

Attached is a cooperative construction agreement between the City and MNDOT/State of Minnesota related to CP 2004-3, 4th Street SW/SE Improvements. The agreement identifies roles, responsibilities, and participating costs, related to the City for the reconstruction of Pokegama Avenue from River Road to Golf Course Road. The agreement is attached.

### **Staff Recommendation:**

City staff is recommending the approval of a resolution and the Cooperative Construction Agreement with MNDOT/State related to CP 2004-3, 4th Street SW/SE Improvements.

### **Requested City Council Action**

Consider approval of a resolution and the Cooperative Construction Agreement with MNDOT/State related to CP 2004-3, 4th Street SW/SE Improvements.

**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
CITY OF GRAND RAPIDS  
COOPERATIVE CONSTRUCTION  
AGREEMENT**

<b>State Project Number (SP):</b>	<u>3115-51</u>	<b>Estimated Amount Receivable</b>
<b>Trunk Highway Number (TH):</b>	<u>169=35</u>	<b><u>\$1,623,240.71</u></b>
<b>State Project (SP):</b>	<u>129-117-001</u>	
<b>State Project (SP):</b>	<u>129-139-001</u>	
<b>Federal Project Number:</b>	<u>NH 0169 (323)</u>	
<b>City Project Number:</b>	<u>2004-3</u>	
<b>Lighting System Feed Point No.</b>	<u>"A" and "B"</u>	
<b>Signal System ID</b>	<u>39417</u>	

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

**Recitals**

1. The State will perform grading, full depth reconstruction, bituminous mill & overlay, lighting and signal construction and other associated construction upon, along and adjacent to Trunk Highway No. 169 from 3<sup>rd</sup> Street North to 13<sup>th</sup> Street Southeast, upon, along and adjacent to 4<sup>th</sup> Street Southwest from 1<sup>st</sup> Avenue Southwest to Trunk Highway No 169, and upon, along and adjacent to 4<sup>th</sup> Street Southeast from Trunk Highway No. 169 to 1<sup>st</sup> Avenue Southeast according to State-prepared plans, specifications and special provisions designated by the State as State Project No. 3115-51 (T.H. 169=35)("Project"); and
2. The City has requested the State include in its Project the roadway, utilities, curb and gutter and sidewalk construction; and
3. The City wishes to participate in the costs of the roadway, utilities, watermain, sanitary sewer, curb and gutter, sidewalk, lighting and signal system construction and associated construction engineering; and
4. Minnesota Statutes § 161.45, subdivision 2, allows for City-owned utility relocation to be included in a State construction contract, and payment by the City for such relocation according to applicable statutes and rules for utilities on trunk highways; and
5. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

- 1.1. **Effective date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 9. Liability; Worker Compensation Claims; 11. State Audits; 12. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure. The terms and conditions set forth in Article 4. Signal System Operation

and Maintenance will survive the expiration of this Agreement, but may be terminated by another Agreement between the parties.

- 1.4. **Plans, Specifications, Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 3115-51 (T.H. 169=35) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference. ("Project Plans")
- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer and incorporated into this Agreement by reference.

## 2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

- 2.2. **Direction, Supervision and Inspection of Construction.**

- A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

- 2.3. **Plan Changes, Additional Construction, Etc.**

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda, change orders and supplemental agreements with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda, change orders and supplemental agreements to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

- 2.5. **Permits**

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the trunk highway right-of-way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-Of-Way" (Form TP2525).
- B. The City will submit to the Minnesota Pollution Control Agency the plans and specifications for the construction or reconstruction of its sanitary sewer facilities to be performed under the construction contract and obtain, under Minnesota Statutes § 115.07 or Minnesota Rules 7001.1030, subpart 2C,

either a permit or written waiver from that agency for that construction or reconstruction. The City is advised that under Minnesota Rules 7001.1040, a written application for the permit or waiver must be submitted to the Minnesota Pollution Control Agency at least 180 days before the planned date of the sanitary sewer facility construction or reconstruction.

- 2.6. *Replacement of Castings.*** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

### **3. Maintenance by the City.**

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. *Storm Sewers.*** Routine maintenance of any storm sewer and grit chamber facilities. Routine maintenance includes, but is not limited to, removal of sediment, debris, vegetation and ice from structures, grates and pipes; repair of minor erosion problems; minor structure repair; and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, sedimentation or accelerated deterioration of the facilities.
- 3.2. *Municipal Utilities.*** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.3. *Sidewalks.*** Maintenance of any sidewalk construction, including stamped and colored concrete sidewalk (if any) and pedestrian ramps. Maintenance includes, but is not limited to, snow, ice and debris removal, patching, crack repair, panel replacement, mowing grass boulevards (if any) and any other maintenance activities necessary to perpetuate the sidewalks in a safe, useable, and aesthetically acceptable condition.
- 3.4. *Lighting.*** Maintenance and ownership of the lighting facilities construction (Systems "A" and "B"). Maintenance includes but is not limited to; replacing faulty luminaries and knocked down or otherwise damaged poles; repairing or replacing underground facilities and wiring; repairing service cabinets, photocells, and all other miscellaneous hardware to keep the lighting facilities in working order; cleaning and re-lamping the luminaries; and if needed, painting the lighting facilities. The City will be responsible for the hook-up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility. As owner of the lighting facilities, the City will be responsible for all "Gopher State One Call" locates.
- 3.5. *Additional Drainage.*** Neither party to this Agreement will drain any additional drainage into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party. The drainage areas served by the storm sewer facilities constructed under the construction contract are shown in a drainage area map, EXHIBIT "Drainage Area", which is on file in the office of the State's District Hydraulics Engineer at Duluth and is incorporated into this Agreement by reference.

### **4. Signal Systems Operation and Maintenance**

All operation and maintenance terms, including timing and power provisions, in Traffic Control Signal Agreement No. 73485 dated June 22, 1995, between the parties, for the existing traffic control signal on T.H. 169 at 3<sup>rd</sup> St. N.W.- 3<sup>rd</sup> St. N.E. (System "A") will remain in full force and effect.

All operation and maintenance terms, including timing and power provisions, in Traffic Control Signal Agreement No. 73485 dated June 22, 1995, between the parties, for the existing traffic control signal on T.H. 169 at 2<sup>nd</sup> St. N.W.- 2<sup>nd</sup> St. N.E. (System "B") will remain in full force and effect.

All operation and maintenance terms, including timing and power provisions, in Traffic Control Signal Agreement No. 81594 dated May 11, 2001, between the City, Itasca County and the State, for the existing traffic

control signal on T.H. 169 at C.S.A.H. 23 (10<sup>th</sup> St. N.W.) - 10<sup>th</sup> St. N.E. (System "C") will remain in full force and effect.

All operation and maintenance terms, including timing and power provisions, in Traffic Control Signal Agreement No. 67469 dated October 1, 1990, between the parties, for the existing traffic control signal on T.H. 169 at 13<sup>th</sup> St. N.W.- 13<sup>th</sup> St. N.E. (System "D") will remain in full force and effect.

Operation and maintenance responsibilities will be as follows for the new Traffic Control Signal with Street Lights and Signing (Signal System) and the Accessible Pedestrian Signals ("APS") on T.H. 169 at 4<sup>th</sup> St. S.W.- 4<sup>th</sup> St. S.E..

#### 4.1. *City Responsibilities*

- A. **Power.** The City will pay all monthly electrical service expenses necessary to operate the Signal System..
- B. **Minor Signal System Maintenance.** The City will provide for the following, without cost to the State.
  - i. Maintain the luminaires and all its components, including replacing the luminaires when necessary.
  - ii. Replace the Signal System L.E.D. indications and relamp the street lights.
  - iii. Clean the Signal System controller cabinet and service cabinet exteriors.
  - iv. Clean the Signal System and luminaire mast arm extensions.
  - v. Paint and maintain the pedestrian crosswalk markings.

#### 4.2. *State Responsibilities*

- A. **Timing and Other Maintenance.** The State will maintain the signing, and perform all other Signal System, APS, and street light maintenance without cost to the City. All Signal System timing will be determined by the State, and no changes will be made without the State's approval.

4.3. **Right of Way Access.** Each party authorizes the other party to enter upon their respective public right of way to perform the maintenance activities described in this Agreement.

4.4. This agreement will supersede and terminate Agreement No. 66956, dated April 19, 1990, between the City, Itasca County and the State, for the intersection of T.H. 169 at 1<sup>st</sup> St. S.W. - C.S.A.H. 3 (1<sup>st</sup> St. S.E.).

### 5. **Basis of City Cost**

- 5.1. **SCHEDULE "I".** The Preliminary SCHEDULE "I" includes all anticipated City participation construction items, State Furnished Materials lump sum amounts and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 5.2. **City Participation Construction.** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field laboratory and traffic control.
  - A. 100 Percent will be the City's rate of cost participation in all of the roadway, watermain, sanitary sewer, curb and gutter, sidewalk and lighting construction as provided for under S.P. 3115-51. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 thru No. 4 of the Preliminary SCHEDULE "I".
  - B. 5 Percent will be the City's rate of cost participation in all of the Signal System construction provide for under S.P. 3115-15 and S.P. 129-117-001. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 5 of the Preliminary SCHEDULE "I".
  - C. 5 Percent will be the City's rate of cost participation in all of the Signal System construction provided for under S.P. 3115-15 and S.P. 129-139-001. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 5 of the Preliminary SCHEDULE "I".

- D. 100 Percent will be the City's rate of cost participation in all of the roadway, curb and gutter and sidewalk construction provided for under S.P. 3115-15 and S.A.P. 129-117-001. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 6 of the Preliminary SCHEDULE "I".
- E. 100 Percent will be the City's rate of cost participation in all of the roadway, curb and gutter and sidewalk construction provided for under S.P. 3115-15 and S.A.P. 129-139-001. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 7 of the Preliminary SCHEDULE "I".

- 5.3. **State Furnished Materials.** The State will furnish a cabinet and controller ("State Furnished Materials"), according to the Project Plans, to operate the Signal System covered under this Agreement. The City's lump sum share for State Furnished Materials is \$31,830.00. The City's cost share for State Furnished Materials will be added to the City's total construction cost share as shown on Sheet No. 5 in the SCHEDULE "I".
- 5.4. **Construction Engineering Costs.** The City will pay a construction engineering charge equal to 5 percent of the total City participation construction items as tabulated on Sheets No. 2 thru No. 4 of the Preliminary SCHEDULE "I". The City will pay a construction engineering charge equal to 8 percent of the total City participation construction items as tabulated on Sheets No. 5 thru No. 7 of the Preliminary SCHEDULE "I".
- 5.5. **Plan Changes, Additional Construction, Etc.** The City will share in the costs of construction contract addenda, change orders and supplemental agreements that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders and supplemental agreements, and associated construction engineering before the completion of the contract construction.

- 5.6. **Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

## 6. City Cost and Payment by the City

- 6.1. **City Cost.** \$1,623,240.71 is the City's estimated share of the costs of the contract construction, State Furnished Materials and the 5 percent and the 8 percent construction engineering cost share as shown in the Preliminary SCHEDULE "I". The Preliminary SCHEDULE "I" was prepared using estimated quantities and unit prices, and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised SCHEDULE "I" based on construction contract unit prices.
- 6.2. **Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised SCHEDULE "I", after the following conditions have been met:
  - A. Execution of this Agreement and transmittal to the City, including a copy of the Revised SCHEDULE "I".
  - B. The City's receipt of a written request from the State for the advancement of funds.
- 6.3. **Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding and conclusive. Acceptance by the State of the completed contract construction will be final, binding and conclusive upon the City as to the satisfactory completion of the contract construction.

### 6.4. Final Payment by the City

Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final SCHEDULE "I" and submit a copy to the City. The Final

SCHEDULE "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

## 7. Authorized Representatives

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

### 7.1. The State's Authorized Representative will be:

Name/Title: Maryanne Kelly-Sonnek, Municipal Agreements Engineer (or successor)  
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155  
 Telephone: (651) 366-4634  
 Fax: (651) 366-4769  
 E-Mail: maryanne.kellysonnek@state.mn.us

### 7.2. The City's Authorized Representative will be:

Name/Title: Tom Pagel, City Engineer (or successor)  
 Address: 420 Pokegama Avenue North, Grand Rapids, MN 55744  
 Telephone: (218) 326-7626

## 8. Assignment; Amendments; Waiver; Contract Complete

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

## 9. Liability; Worker Compensation Claims

- 9.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 9.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

## 10. Nondiscrimination

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

**11. State Audits**

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

**12. Government Data Practices**

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

**13. Governing Law; Jurisdiction; Venue**

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

**14. Termination.**

**14.1. *By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties.

**14.2. *Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the performance of contract construction under the Project. Termination must be by written or fax notice to the City.

**15. Force Majeure**

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

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**CITY OF GRAND RAPIDS**

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

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

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

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

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

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

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

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: \_\_\_\_\_  
(District Engineer)

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

Approved:

By: \_\_\_\_\_  
(State Design Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With delegated authority)

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

*MK-5*

**CITY OF GRAND RAPIDS**

**RESOLUTION**

IT IS RESOLVED that the City of Grand Rapids enter into Mn/DOT Agreement No. 00584 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the roadway, utilities, watermain, sanitary sewer, curb and gutter, sidewalk, lighting and signal system construction and other associated construction to be performed upon, along and adjacent to Trunk Highway No. 169 from 3<sup>rd</sup> Street North to 13th Street Southeast; upon, along and adjacent to 4th Street Southwest from 1<sup>st</sup> Avenue Southwest to Trunk Highway No. 169; and upon, along and adjacent to 4<sup>th</sup> Street Southeast from Trunk Highway No 169 to 1<sup>st</sup> Avenue Southeast within the corporate City limits under State Project No. 3115-51 (T.H. 169=35).

IT IS FURTHER RESOLVED that the Mayor and the \_\_\_\_\_ are authorized to execute the Agreement and any amendments to the Agreement.  
(Title)

**CERTIFICATION**

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Grand Rapids at an authorized meeting held on the \_\_\_\_\_ day of \_\_\_\_\_, 2012, as shown by the minutes of the meeting in my possession.

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

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

My Commission Expires \_\_\_\_\_

WITNEY  
STAMP

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Title)

**PRELIMINARY SCHEDULE "I"**

Agreement No. 00584

City of Grand Rapids

Preliminary: February 8, 2012

S.P. 3115-51 (T.H. 169-35)

S.P. 129-117-001

S.P. 129-139-001

Fed Proj NH 0169 (323)

Roadway, watermain, sanitary sewer, curb and gutter, sidewalk, lighting and signal system construction to start approximately April 16, 2012 under State Contract No. \_\_\_\_\_ with \_\_\_\_\_ located on T.H. 169 from 3rd St. N. to 13th St. S.E., on 4th St. S.W. from 1st Ave. S.W. to T.H. 169, and on 4th St. S.E. from T.H. 169 to 1st Ave. S.E.

**CITY COST PARTICIPATION**

From Sheet No. 4	1,288,824.80
Construction Engineering (5%)	64,441.24
Subtotal	\$1,353,266.04
From Sheet No. 5	20,280.00
From Sheet No. 6	110,540.85
From Sheet No. 7	119,155.70
Subtotal	\$249,976.55
Construction Engineering (8%)	19,998.12
Subtotal	\$269,974.67
(1) Total City Cost	<b>\$1,623,240.71</b>

(1) Amount of advance payment as described in Article 6 of the agreement (Estimated amount)

(1) 100% CITY

ITEM NUMBER	S.P. 3115-51 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2021.501	MOBILIZATION	LUMP SUM	0.21	250,000.00	52,500.00
2031.503	FIELD LABORATORY TYPE DX	EACH	0.21	12,000.00	2,520.00
2104.501	REMOVE WATER MAIN	LIN FT	4,686.00	6.00	28,116.00
2104.501	REMOVE SEWER PIPE (SANITARY)	LIN FT	2,865.00	10.00	28,650.00
2104.501	REMOVE CURB AND GUTTER	LIN FT	119.00	2.00	238.00
2104.501	REMOVE CONCRETE CASING	LIN FT	80.00	25.00	2,000.00
2104.501	REMOVE SANITARY SERVICE PIPE	LIN FT	590.00	6.00	3,540.00
2104.501	REMOVE WATER SERVICE PIPE	LIN FT	1,884.00	6.00	11,304.00
2104.505	REMOVE CONCRETE DRIVEWAY PAVEMENT	SQ YD	36.00	7.00	252.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	460.00	3.00	1,380.00
2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	9.00	250.00	2,250.00
2104.509	REMOVE HYDRANT	EACH	6.00	500.00	3,000.00
2104.509	REMOVE LIGHT BASE	EACH	25.00	250.00	6,250.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	5.00	5.00	25.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	231.00	2.00	462.00
2104.523	SALVAGE LIGHTING UNIT	EACH	34.00	250.00	8,500.00
2104.525	ABANDON WATER MAIN	EACH	21.00	250.00	5,250.00
2104.601	HAUL SALVAGE MATERIAL B	LUMP SUM	1.00	3,500.00	3,500.00
2105.507	SUBGRADE EXCAVATION	CU YD	262.00	7.00	1,834.00
2105.522	SELECT GRANULAR BORROW MOD (CV)	CU YD	356.00	9.00	3,204.00
2105.607	EXCAVATION SPECIAL	CU YD	94.00	67.00	6,298.00
2105.607	HAUL AND DISPOSE OF CONTAMINATED MATERIAL	CU YD	94.00	112.00	10,528.00
2123.610	CRAWLER MOUNTED BACKHOE	HOURL	18.00	150.00	2,700.00
2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	85.00	18.00	1,530.00
2355.502	BITUMINOUS MATERIAL FOR FOG SEAL	GALLON	3.00	3.00	9.00
2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	42.00	70.00	2,940.00
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	78.00	70.00	5,460.00
2451.607	CRUSHED ROCK (CV)	CU YD	500.00	40.00	20,000.00
2451.607	TRENCH BACKFILL (CV)	CU YD	1,500.00	25.00	37,500.00
2503.602	CONNECT TO EXISTING SANITARY SEWER	EACH	14.00	750.00	10,500.00
2503.602	CONNECT TO EXISTING SANITARY SEWER SER	EACH	29.00	225.00	6,525.00
2503.602	4" CLEAN-OUT ASSEMBLY	EACH	16.00	175.00	2,800.00
2503.602	6" CLEAN-OUT ASSEMBLY	EACH	8.00	300.00	2,400.00
2503.602	8"X6" PVC WYE	EACH	8.00	150.00	1,200.00

(1) 100% CITY

ITEM NUMBER	S.P. 3115-51 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (I)
2503.602	8"X6" PVC WYE	EACH	8.00	150.00	1,200.00
2503.602	SANITARY SEWER INSPECTION	LIN FT	2,864.00	2.00	5,728.00
2503.602	8" PVC PIPE SEWER	LIN FT	2,729.00	30.00	81,870.00
2503.602	15" PVC PIPE SEWER	LIN FT	135.00	50.00	6,750.00
2503.602	4" PVC SANITARY SERVICE PIPE	LIN FT	556.00	25.00	13,900.00
2503.602	6" PVC SANITARY SERVICE PIPE	LIN FT	182.00	30.00	5,460.00
2504.601	TEMPORARY WATER SERVICE	LUMP SUM	1.00	75,000.00	75,000.00
2504.602	CONNECT TO EXISTING WATERMAIN	EACH	11.00	900.00	9,900.00
2504.602	CONNECT TO EXISTING WATERMAIN (SPEC)	EACH	27.00	1,000.00	27,000.00
2504.602	CONNECT TO EXISTING WATER SERVICE	EACH	51.00	150.00	7,650.00
2504.602	HYDRANT	EACH	12.00	3,500.00	42,000.00
2504.602	1" CORPORATION STOP	EACH	51.00	150.00	7,650.00
2504.602	4" GATE VALVE AND BOX	EACH	1.00	1,000.00	1,000.00
2504.602	6" GATE VALVE AND BOX	EACH	17.00	1,000.00	17,000.00
2504.602	8" GATE VALVE AND BOX	EACH	6.00	1,300.00	7,800.00
2504.602	12" GATE VALVE AND BOX	EACH	12.00	2,500.00	30,000.00
2504.602	1" CURB STOP & BOX	EACH	51.00	175.00	8,925.00
2504.603	HYDRANT RISER	EACH	12.00	100.00	1,200.00
2504.603	1" TYPE K COPPER PIPE	LIN FT	525.00	30.00	15,750.00
2504.603	1" TYPE PE PIPE	LIN FT	597.00	30.00	17,910.00
2504.603	4" WATERMAIN DUCTILE IRON CL52	LIN FT	331.00	30.00	9,930.00
2504.603	6" WATERMAIN DUCTILE IRON CL52	LIN FT	1,827.00	70.00	127,890.00
2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	685.00	40.00	27,400.00
2504.603	12" PVC WATERMAIN	LIN FT	4,357.00	50.00	217,850.00
2504.604	2" INSULATION	SQ YD	178.00	25.00	4,450.00
2504.608	WATERMAIN FITTING	POUND	8,700.00	6.00	52,200.00
2506.501	CONST DRAINAGE STRUCTURE DESIGN SPEC	LIN FT	68.00	250.00	17,000.00
2506.502	CONST DRAINAGE STRUCTURE DESIGN SPEC I	EACH	15.00	2,000.00	30,000.00
2506.602	CASTING ASSEMBLY	EACH	15.00	600.00	9,000.00
2506.603	CONST 8" OUTSIDE DROP	LIN FT	11.30	250.00	2,825.00
2521.501	6" CONCRETE WALK SPECIAL	SQ FT	1,022.00	8.00	8,176.00
2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	77.00	13.00	1,001.00
2531.501	CONCRETE CURB & GUTTER DESIGN B624	LIN FT	10.00	15.00	150.00
2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	108.00	25.00	2,700.00

(1) 100% CITY

ITEM NUMBER	S.P. 3115-51 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (1)
2545.511	LIGHTING UNIT TYPE SPECIAL	EACH	8.00	3,200.00	25,600.00
2545.515	LIGHT BASE DESIGN E	EACH	8.00	600.00	4,800.00
2545.523	2" NON- METALLIC CONDUIT	LIN FT	3,855.00	3.50	13,492.50
2545.531	UNDERGROUND WIRE 1 COND NO 4	LIN FT	17,488.00	1.50	26,232.00
2545.531	UNDERGROUND WIRE 1 COND NO 8	LIN FT	4,238.00	1.00	4,238.00
2545.531	UNDERGROUND WIRE 1 COND NO 12	LIN FT	4,090.00	0.75	3,067.50
2545.541	SERVICE CABINET	EACH	2.00	4,300.00	8,600.00
2545.545	EQUIPMENT PAD	EACH	2.00	900.00	1,800.00
2545.553	HANDHOLE	EACH	11.00	900.00	9,900.00
2545.602	INSTALL LIGHTING UNIT	EACH	9.00	450.00	4,050.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.21	80,000.00	16,800.00
2564.602	END OF ROADWAY MARKER X4-11	EACH	7.00	95.00	665.00
2575.505	SODDING TYPE SALT RESISTANT	SQ YD	54.00	2.75	148.50
2575.523	FERTILIZER TYPE 3	POUND	2.00	0.65	1.30
				TOTAL	\$1,288,824.80

(2) 80% FEDERAL 10% STATE 5% CITY STATE AID (S.P. 129-117-001) 5% CITY STATE AID (S.P. 129-139-001)

ITEM NUMBER	S.P. 3115-51 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (2)
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM (S.A.P. 129-117-001) STATE FURNISHED MATERIALS	SIG SYS	0.05	170,970.00	8,548.50
			0.05	31,830.00	1,591.50
			SUB TOTAL		\$10,140.00
2565.511	TRAFFIC CONTROL SIGNAL SYSTEM (S.A.P. 129-139-001) STATE FURNISHED MATERIALS	SIG SYS	0.05	170,970.00	8,548.50
			0.05	31,830.00	1,591.50
			SUB TOTAL		\$10,140.00
	Traffic Control Signal System on T.H. 169 at 4th St. S.W. - 4th St. S.E.			TOTAL	\$20,280.00

## (3) 100% CITY STATE AID (S.P. 129-117-001)

ITEM NUMBER	S.P. 3115-51 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (3)
2021.501	MOBILIZATION	LUMP SUM	0.03	250,000.00	7,500.00
2031.503	FIELD LABORATORY	EACH	0.03	12,000.00	360.00
2101.502	CLEARING	TREE	6.00	150.00	900.00
2010.507	GRUBBING	TREE	6.00	150.00	900.00
2104.501	REMOVE CURB AND GUTTER	LIN FT	602.00	2.00	1,204.00
2104.505	REMOVE CONCRETE WALK	SQ YD	6.00	4.50	27.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	1,416.00	3.00	4,248.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	9.00	5.00	45.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	141.00	2.00	282.00
2105.501	COMMON EXCAVATION	CU YD	1,807.00	6.50	11,745.50
2105.507	SUGRADE EXCAVATION	CU YD	870.00	7.00	6,090.00
2105.522	SELECT GRANULAR BORROW MOD (CV)	CU YD	805.00	9.00	7,245.00
2105.604	GEOTEXTILE FABRIC SPECIAL TYPE V	SQ YD	3,009.00	2.50	7,522.50
2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	300.00	18.00	5,400.00
2355.502	BITUMINOUS MATERIAL FOR FOG SEAL	GALLON	22.00	3.00	66.00
2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	137.00	70.00	9,590.00
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	250.00	70.00	17,500.00
2521.501	4" CONCRETE WALK	SQ YD	2,283.00	3.50	7,990.50
2521.501	6" CONCRETE WALK	SQ YD	230.00	5.00	1,150.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B612	LIN FT	27.00	20.00	540.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	579.00	13.00	7,527.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	10.00	15.00	150.00
2531.603	CONCRETE GUTTER DESIGN SPECIAL	LIN FT	31.00	25.00	775.00
2531.618	TRUNCATED DOMES	SQ FT	24.00	35.00	840.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.03	80,000.00	2,400.00
2564.531	SIGN PANELS TYPE C	SQ FT	13.00	27.00	351.00
2571.602	TREE PROTECTION	EACH	2.00	100.00	200.00
2573.502	SILT FENCE, TYPE SUPER DUTY	LIN FT	141.00	25.00	3,525.00
2573.540	FILTER LOG TYPE ROCK LOG	LIN FT	215.00	4.00	860.00
2575.505	SODDING TYPE SALT RESISTANT	SQ YD	1,195.00	2.75	3,286.25
2575.532	FERTILIZER TYPE 3	POUND	49.00	0.65	31.85
2582.502	4" SOLID LINE WHITE- EPOXY	LIN FT	557.00	0.25	139.25
2582.502	4" DOUBLE SOLID LINE YELLOW- EPOXY	LIN FT	300.00	0.50	150.00
				TOTAL	\$110,540.85



(4) 100% CITY STATE AID (S.P. 129-139-001)

ITEM NUMBER	S.P. 3115-51 WORK ITEM	UNIT	QUANTITY	UNIT PRICE	COST (4)
2021.501	MOBILIZATION	LUMP SUM	0.03	250,000.00	7,500.00
2031.503	FIELD LABORATORY	EACH	0.03	12,000.00	360.00
2101.502	CLEARING	TREE	2.00	150.00	300.00
2010.507	GRUBBING	TREE	2.00	150.00	300.00
2104.501	REMOVE CURB AND GUTTER	LIN FT	673.00	2.00	1,346.00
2104.505	REMOVE CONCRETE WALK	SQ YD	66.00	4.50	297.00
2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	1,828.00	3.00	5,484.00
2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	39.00	5.00	195.00
2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	179.00	2.00	358.00
2105.501	COMMON EXCAVATION	CU YD	657.00	6.50	4,270.50
2105.507	SUBGRADE EXCAVATION	CU YD	865.00	7.00	6,055.00
2105.522	SELECT GRANULAR BORROW MOD (CV)	CU YD	1,001.00	9.00	9,009.00
2105.604	GEOTEXTILE FABRIC SPECIAL TYPE V	SQ YD	3,154.00	2.50	7,885.00
2211.503	AGGREGATE BASE (CV) CLASS 5	CU YD	388.00	18.00	6,984.00
2355.502	BITUMINOUS MATERIAL FOR FOG SEAL	GALLON	25.00	3.00	75.00
2360.501	TYPE SP 9.5 WEARING COURSE MIX (3,B)	TON	162.00	70.00	11,340.00
2360.501	TYPE SP 12.5 WEARING COURSE MIX (3,B)	TON	296.00	70.00	20,720.00
2521.501	4" CONCRETE WALK	SQ YD	4,418.00	3.50	15,463.00
2521.501	6" CONCRETE WALK	SQ YD	268.00	5.00	1,340.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B618	LIN FT	631.00	13.00	8,203.00
2531.501	CONCRETE CURB AND GUTTER DESIGN B624	LIN FT	10.00	15.00	150.00
2531.618	TRUNCATED DOMES	SQ FT	32.00	35.00	1,120.00
2563.601	TRAFFIC CONTROL	LUMP SUM	0.03	80,000.00	2,400.00
2564.531	SIGN PANELS TYPE C	SQ FT	13.00	27.00	351.00
2571.602	TREE PROTECTION	EACH	6.00	100.00	600.00
2573.502	SILT FENCE, TYPE SUPER DUTY	LIN FT	115.00	25.00	2,875.00
2573.540	FILTER LOG TYPE ROCK LOG	LIN FT	229.00	4.00	916.00
2575.505	SODDING TYPE SALT RESISTANT	SQ YD	1,053.00	2.75	2,895.75
2575.523	FERTILIZER TYPE 3	POUND	43.00	0.65	27.95
2582.502	4" SOLID LINE WHITE- EPOXY	LIN FT	674.00	0.25	168.50
2582.502	4" DOUBLE SOLID LINE YELLOW- EPOXY	LIN FT	334.00	0.50	167.00
				TOTAL	\$119,155.70



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0132      **Version:** 1      **Name:** Board & Commission Minutes  
**Type:** Minutes      **Status:** Passed  
**File created:** 2/23/2012      **In control:** Administration  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Acknowledge minutes for Boards & Commissions.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [January 10, 2012 Police Civil Service](#)  
[January 17, 2012 Golf Board](#)  
[January 19, 2012 Central School Minutes](#)  
[January 24, 2012 Police Civil Service special meeting](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	

Acknowledge minutes for Boards & Commissions.

GRAND RAPIDS CIVIL SERVICE COMMISSION MEETING  
TUESDAY, JANUARY 10, 2012 – 4:00 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, January 10, 2012 at 4:00 p.m.

**CALL OF ROLL:** On a Call of Roll the following members were present: Commission Chair Wanda Bunes and Commissioner Dave Wigfield. Absent: Commissioner Jim Martinetto.

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

**APPROVAL OF MINUTES:**

**MOTION BY COMMISSIONER WIGFIELD, SECOND BY COMMISSIONER BUNES, TO APPROVE THE MINUTES OF October 12, 2011, October 20, 2011 interviews & special meeting and November 18, 2011 AS PRESENTED. The following voted in favor thereof: Bunes and Wigfield. Opposed: None, motion passed.**

4. Police Officer Hiring Process

Discussed points scale designation to applicants based on application submitted and moving forward through hiring process.

5. Test Date for Applicants.

Test date is set for January 13, 2012 at 2:00 p.m. at the Pokegama Golf Course. Commissioner Bunes will not be present.

6. Interview Dates of Applicants.

Dates will be set after testing complete. Assistant Chief Schaar will advise Commission in the next week.

7. Discussion possible Sgt. Promotion.

This would consist of an additional Sergeant in investigations, performing as 3<sup>rd</sup> investigator. One position in investigations should be supervisory and will handle more administration during daytime hours. Chief Denny discussed with City Administrator and was authorized to approach the Commission. Recommendation to Council needs to come from Commission. City growth is possible with contracting with other municipalities and case load may increase requiring another investigator.

**MOTION BY COMMISSIONER WIGFIELD, SECOND BY COMMISSIONER BUNES TO RECOMMEND TO THE CITY COUNCIL**

**PROMOTION OF A PATROL OFFICER SERGEANT IN THE POLICE DEPARTMENT TO WITH PRIMARY DUTIES IN INVESTIGATIONS. The following voted in favor thereof: Bunes, Wigfield. Opposed: None, whereby the motion passed unanimously.**

8. Police Department comments or concerns.

Discussed Human Rights Commission procedure regarding Hate Crimes.

Special meeting scheduled for January 24, 2012 at 3:00 p.m.

The next regularly scheduled meeting will be February 14, 2012 unless otherwise noted.

The meeting was adjourned at 4:31 p.m.

Respectfully submitted:

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Lynn DeGrio, Recorder

GRAND RAPIDS GOLF COURSE BOARD  
REGULAR MONTHLY MEETING  
January 17, 2012  
7:30 AM

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

Absent: Pat Pollard, Kelly Hain

Staff: Bob Cahill Director of Golf  
Stewart Bastian Concessionaire

- I. The meeting was called to order by Jeff Ericson.
- II. Steve Forneris made a motion to accept the minutes of the December 20, 2011 Board meeting. Larry O'Brien seconded the motion. The motion passed.
- III. Consideration of Monthly Bills

Steve Forneris made a motion to approve the bill list.

BLUE CROSS & BLUE SHIELD OF MN	505.50
ROBERT CAHILL	60.00
CHAMBER OF COMMERCE	330.00
CITY OF COHASSET	450.69
DELTA DENTAL OF MINNESOTA	81.70
CITY OF GRAND RAPIDS	2,890.56
GRAND RAPIDS CITY PAYROLL	5,109.36
GRAND RAPIDS STATE BANK	16.00
MIDWEST CAPTIONS INC	56.00
MINNESOTA DEPT OF AGRICULTURE	15.00
NORTHERN OFFICE OUTFITTER INC	256.46
P.U.C.	1,097.38
QUALITY REFRIGERATION & HTG	449.20
TDS Metrocom	226.39
TWINCITIESGOLF.COM	225.00
UNITED STATES GOLF ASSOCIATION	110.00
VERIZON WIRELESS	34.64
VISIT GRAND RAPIDS	380.00
TOTAL ALL VENDORS:	12,293.88

Larry O'Brien seconded the motion. The motion was passed.

- IV. Visitors: Justin Warren and Scott Mathews
- V. Grounds Superintendent – Bob Cahill reported that the course seems to be wintering just fine and has a little snow cover on all the greens.
- VI. Concessions Report – Stewart Bastian reported that things are going just fine. The restaurant will continue to be open Thursday to Sunday. Stewart will work with the lake association and let them know that we will have a new docking system this spring.

- VII. Director of Golf – Bob said he will be attending the Minnesota Golf Show this winter. A brief financial summary of the year was presented and it was noted that the 2011 season was financially quite good.
- VIII. Old Business – None
- IX. New Business – Justin Warren and Scott Mathews made a preliminary presentation regarding their company's proposal to provide advertising using the flags on the greens. They will provide us with samples prior to the next Board meeting and the Board will discuss the option in greater detail at the next meeting.
- X. Correspondence and Open Discussion – None
- XI. Steve Forneris made a motion to adjourn the meeting. Larry O'Brien seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien  
Recording Secretary

**CENTRAL SCHOOL COMMISSION  
THURSDAY, JANUARY 19, 2012  
CONFERENCE ROOM 2B, 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, January 19, 2012, at 9:00 a.m., at Conference Room 2B, City Hall, Grand Rapids, Minnesota.

**CALL OF ROLL:**

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

Staff present: Shirley Miller, Finance Director

Others present: Building Manager, Tom Schmoll

**CALL TO ORDER:** Chair Brown called the meeting to order at 9:01 a.m.

**PUBLIC FORUM:** None.

**APPROVAL OF MINUTES:**       December 15, 2011 regular meeting  
  December 29, 2011 special meeting  
  January 5, 2012 reconvened special meeting

**MOTION BY COMMISSIONER HALVERSON, SECOND BY COMMISSIONER VAN ARKEL TO APPROVE THE FOLLOWING MINUTES AS PRESENTED: DECEMBER 15, 2011 REGULAR MEETING, DECEMBER 29, 2011 SPECIAL MEETING AND JANUARY 5, 2012 RECONVENED SPECIAL MEETING. The following voted in favor thereof: Halverson, Van Arkel, Brown, Drake, Hasbargen, LaRoque and Wartchow. Opposed: None, motion passed unanimously.**

**APPROVE PAYMENT OF BILLS:**

**MOTION BY COMMISSIONER WARTCHOW, SECOND BY COMMISSIONER VAN ARKEL TO APPROVE THE PAYMENT OF CLAIMS DUE ON OR BEFORE 1/19/2012 IN THE AMOUNT OF \$9,180.45:**

Ameripride Linen & Apparel	80.80	Centurylink Inc.	45.90
Deer River Hired Hands Inc.	16.00	Filthy Clean	1,251.56
City of Grand Rapids	1,016.60	Minnesota Energy Resources	1,892.65
MN Sales & Use Tax	.64	Nardini Fire Equipment Co. Inc.	225.00
Occupational Development Center	69.47	Paul Bunyan Telephone	75.26

PUC	1,108.83	SIM Supply Inc.	203.05
Visit Grand Rapids	175.00	Waste Management	295.23
Stained Glass w/Class LLC	2,724.46		

**The following voted in favor thereof: Wartchow, Van Arkel, Brown, Drake, Halverson, Hasbargen and LaRoque. Opposed: None, motion passed unanimously.**

Chair Brown stated he would like to add Bakery Floor to the Agenda under New Business; therefore, the following motion was made:

**MOTION BY COMMISSIONER DRAKE, SECOND BY COMMISSIONER VAN ARKEL TO ADD BAKERY FLOOR TO THE AGENDA. The following voted in favor thereof: Drake, VanArkel, Brown, Halverson, Hasbargen, LaRoque and Wartchow. Opposed: None, motion passed unanimously.**

Financial Statements:

Finance Director Miller explained the Preliminary Central School Fund. After a brief discussion the following motion was made:

**MOTION BY COMMISSIONER WARTCHOW, SECOND BY COMMISSIONER VAN ARKEL TO ACCEPT THE FINANCIAL STATEMENT FOR 2011. The following voted in favor thereof: Wartchow, VanArkel, Brown, Drake, Halverson, Hasbargen and LaRoque. Opposed: None, motion passed unanimously.**

Building Maintenance Report:

Facilities Maintenance Manager Edminster stated Lila Crowe reported a water leak. The solution is to shut down the air conditioning on the third level so condensation will not build up. She also noted the floors are slanted and there are spaces between the boards. City Building Inspector Rice suggested a structural analysis for structural movement and future projections of movement if there was concern. Edminster stated this shrinkage and slanting happened over an extended period of time. Chair Brown thanked Edminster for his report.

Management Report:

Building Manager Tom Schmoll distributed his January 2012 report to members present. Manager Schmoll stated tenants are looking at various means of advertising, looking into two vending machines for the garden level and created a parking proposal for tenants. All current tenants approved the proposal and asked Commissioners to review and approve. Further discussion will continue under Old Business, Parking and Vending machines. For further information, please refer to the January 2012 Manager's Report.

**OLD BUSINESS:**

A. Parking:

Finance Director Miller stated she talked to City Administrator Gillen. He suggested the Commission bring the issue before the City Council's Policy and Ordinance Review Committee

and discuss it there. The next scheduled meeting is tentatively scheduled February 15, 2012. Commissioner Drake suggested Commissioners remind the Policy and Ordinance Review



Committee of vacant spaces and the need to keep tenants. Parking proposal would be incentive for tenants to remain. Therefore the following motion was made:

**MOTION BY COMMISSIONER DRAKE, SECOND BY COMMISSIONER WARTCHOW TO APPROVE THE PARKING PROPOSAL AS SUBMITTED BY THE OLD CENTRAL SCHOOL TENANTS.**

During discussion, the above motion was amended to include forwarding the proposal to the City Council subcommittee:

**MOTION BY COMMISSIONER DRAKE, SECOND BY COMMISSIONER WARTCHOW TO APPROVE THE PARKING PROPOSAL AS SUBMITTED BY THE OLD CENTRAL SCHOOL TENANTS AND FORWARD TO THE APPROPRIATE CITY COUNCIL SUBCOMMITTEE. The following voted in favor thereof: Drake, Wartchow, Brown, Halverson, Hasbargen, LaRoque and VanArkel. Opposed: None, motion passed unanimously.**

Finance Director Miller stated she will be sure it is on the next Policy and Ordinance Review Agenda. Finance Director Miller will notify Building Manager Schmoll, Commissioner VanArkel and Chair Brown when meeting is scheduled.

B. Leases Update:

1. Finance Director Miller stated the Itasca County Historical Society sent a letter stating they will vacate the gift shop effective January 31, 2012.
2. She also stated the bakery has not signed their lease because of flooring and venting issues.

Commissioners concerned about liability when informed tile and refrigerator were delivered without the lease being signed. City Building Inspector Rice had informed new tenants of need to hire a structural engineer to determine if flooring could support a commercial refrigerator. New tenant has also requested Commission pay for flooring tile which was required by Department of Agriculture after inspection. It is still being determined if a larger vent is needed to comply with State codes.

For safety and security of equipment, the Commissioners made the following motion:

**MOTION BY COMMISSIONER HALVERSON, SECOND BY COMMISSIONER DRAKE TO REQUEST THE BAKERY TENANT CEASE PUTTING ANYTHING MORE INTO SUITE 109 UNTIL LEASE IS SIGNED AND STRUCTURAL ANALYSIS IS APPROVED. The following voted in favor thereof: Halverson, Drake, Brown, Hasbargen, LaRoque, VanArkel and Wartchow. Opposed: None, motion passed unanimously.**

Finance Director Miller will call new tenant to inform them of Commission's decision. Facilities Maintenance Manager reminded Commissioners the City Building Inspector could red tag Suite 109 until the structural analysis is completed.

In regard to Commission paying for the flooring tile, the following motion was made:

**MOTION BY COMMISSIONER DRAKE, SECOND BY COMMISSIONER HALVERSON THAT THE CENTRAL SCHOOL COMMISSION NOT PAY FOR TILING IN SUITE 109.**

The following items were discussed:

- Table discussion to wait for tenant
- Reported tile has been there a couple weeks before Department of Agriculture inspection.
- Sets a precedent.
- Tenant needs decision from Commission first before getting structural engineer.
- In the past, Commission pays for paint and refinishing of flooring. Paid for new carpeting in Uncle Bill's because floors could not be refinished. New tenant would not be replacing carpeting.
- Great Space Giveaway giving rent, not build to suit.
- Any legal obligation to pay for flooring tile? No, beyond basic prep work.

After discussion, Commissioners voted on above motion.

**The following voted in favor thereof: Drake, Halverson, Brown, Hasbargen, Van Arkel and Wartchow. Opposed: LaRoque, motion carried six to one.**

Finance Director Miller stated the Chamber has not signed their lease. The City of Grand Rapids has issued a Request for Proposal (RFP) to rent the Depot building which is due back February 17, 2012. The City has finished negotiations with Burlington Northern and is trying to move forward with Chamber.

Another possible tenant could be the Classic Rock KQ 105.5 radio station, who stated they could not make any decision until February or March, 2012.

C. Signage:

1. Lease is fulfilled on Hwy 169 billboard; but advertising still present.
2. The signage on Central School grounds will be taken down and updated when The Old School Pastry Company signs their lease. In addition, waiting for decision on branding to use on signage.
3. Arena sign works for tenants. Would like to put name on waiting list to change location for better viewing closer to lobby doors. Possible cost to update/redo arena sign \$150 to \$200. Signage should be generic to prevent extra cost associated with changes. It was suggested tenants determine information on sign.
4. Commissioner Wartchow updated Commissioners on highway historical marker/signage. He was told Central School does not qualify.

D. 2012 goals update:

Commissioner Drake requested Commission determine the purpose for subcommittee consisting of Commissioner Hasbargen, Commissioner Drake and Building Manager Schmoll and if a subcommittee was necessary. Is the purpose to deal with lights, events and signage or to work on requests from the wood workers?

Commissioners stated it was to get recognition for the building by planning events in the building and marketing those events. It should be a combined cooperative effort between tenants and Commission to keep both entities informed of events.

Building Manager Schmoll stated his objection to a subcommittee. Commissioner Halverson stated tenants confuse business promotion and building promotion. Commissioners were reminded by Commissioner VanArkel that Mr. Schmoll's job description is not marketing but Building Manager.

The question of branding arose. Branding would unify advertisements so community will recognize the event proposed as connected to the Old Central School. Discussion on branding was tabled until next regularly scheduled meeting for lack of time.

*Commissioner Hasbargen left the meeting at 10:47 a.m.*

E. Grant for door hardware replacement.

Finance Director Miller stated they will not resubmit for door hardware replacement as it is a maintenance issue. Facilities Maintenance Manager informed Finance Director Miller doors are currently working fine.

Chair Brown inquired about quotes for fan light kits from Building Manager Schmoll. Building Manager Schmoll suggested having an electrician assess particular fan requirements for lighting. Schmoll was asked to bring information back to next regular monthly meeting concerning count for light kits needed and actual cost to purchase and install kits.

F. Vending machines:

Building Manager Schmoll received a formal quote on vending machines. He was presented with pricing options on two machines with or without commission to tenants; there will be no installation charge. Vending company will maintain machines; lease agreement is month to month. One vending machine would contain pop and the other snacks.

*Commissioner Wartchow left the meeting at 11:01 a.m.*

**MOTION BY COMMISSIONER DRAKE, SECOND BY COMMISSIONER HALVERSON TO ALLOW SUBMISSION OF AN AGREEMENT TO COMMISSION FOR APPROVAL FOR TWO VENDING MACHINES IN OLD CENTRAL SCHOOL GARDEN LEVEL. IF A LEASE IS REQUIRED, BUILDING MANAGER SCHMOLL WILL GET A SECOND PROPOSAL. The following voted in favor thereof: Drake, Halverson, Brown, LaRoque and VanArkel. Opposed: none, motion passed unanimously.**

**NEW BUSINESS:**

A. Itasca County Historical Society lease:

Finance Director Miller explained difference in cost for Itasca Historical Society giving up space. After brief discussion, the following motion was made to accept the new lease:

**MOTION BY COMMISSIONER VANARKEL, SECOND BY COMMISSIONER HALVERSON TO ACCEPT THE LEASE WITH ITASCA COUNTY HISTORICAL SOCIETY FOR THE YEAR 2012. The following voted in favor thereof: VanArkel, Halverson, Brown and LaRoque. Opposed: Commissioner Drake. Motion passed four to one.**

B. Advertising Budget for 2012:

Chair Brown stated there are advertisements placed in Visit Grand Rapids and Source 2012 that have not been preapproved. In the past all advertising was submitted to the Commission in the beginning of the year. It was conceded the information in Source 2012 was not a paid advertisement but information only.

*Commissioner LaRoque left the meeting at 11:07 a.m.*

C. Communication between Central School Commission, tenants and Park & Recreation Department:

Tenants and Commission were not informed of Great Itasca Snowfolk Festival which created problems in Central School Building. Lila Crowe reported money being stolen that evening from Itasca County Historical Society and people were asked to leave the building by Michele Palkki, Administrative Assistant for Recreation. Chair Brown distributed fliers he obtained about festival events to notify tenants of future events. Commissioner Hasbargen volunteered to coordinate events with Dale Anderson, Director of Civic Center/Park and Recreation and report back to tenants.

D. Delinquent rents:

Commissioner VanArkel requested Commissioners be notified first time a tenant misses paying rent.

The next regularly scheduled meeting is February 16, 2012 at 9:00 a.m. unless otherwise noticed.

There being no further business, the following motion was made to adjourn:

**MOTION BY COMMISSIONER HALVERSON, SECOND BY COMMISSIONER VAN ARKEL TO ADJOURN THE MEETING AT 11:13 A.M. The following voted in favor thereof: Halverson, VanArkel, Brown and Drake. Opposed: None, motion passed unanimously.**

Respectfully submitted,

---

Dawn Schaefer, Recorder

GRAND RAPIDS CIVIL SERVICE COMMISSION MEETING  
TUESDAY, JANUARY 24, 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 special meeting of the Grand Rapids Police Civil Service Commission was held in Conference Room 2B of City Hall on Tuesday, January 24, 2012 at 3:00 p.m.

**CALL OF ROLL:** On a Call of Roll the following members were present: Commissioners Dave Wigfield, Wanda Bunes. Absent: Commissioner Jim Martinetto.

1. Interview dates of applicants.

For the record, Commissioner Bunes indicated that she is interested in seeking the best possible candidate and hopes the Commission can agree not to focus on any specific minority factor.

**MOTION BY COMMISSIONER WIGFIELD, SECOND BY COMMISSIONER BUNES TO CONDUCT INTERVIEWS ON FEBRUARY 8 & 9, 2012 FOR 19 APPLICANTS SCORING A TOTAL OF 50 POINTS OR MORE. The following voted in favor thereof: Wigfield, Bunes. Opposed: None, motion passed unanimously.**

2. Possible time change of regular scheduled meetings.

The time for the regular meeting will be changed to 3:00 p.m.

**MOTION BY COMMISSIONER WIGFIELD, SECOND BY COMMISSIONER BUNES TO CHANGE THE MEETING TIME FOR THE REGULAR POLICE CIVIL SERVICE MEETINGS TO 3:00 P.M. The following voted in favor thereof: Wigfield, and Bunes. Opposed: None, motion passed unanimously.**

There being no further business, the meeting adjourned at 3:20 p.m.

Respectfully submitted:

---

Lynn DeGrio, Recorder



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0118      **Version:** 1      **Name:** Civic Center Door Replacement  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/21/2012      **In control:** City Council  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Remove and replace exterior steel doors a the IRA Civic Center  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Anderson Quote.pdf](#)  
[Mesabi Glass Quote.pdf](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved As Presented	Pass

Remove and replace exterior steel doors at the IRA Civic Center

### **Background Information:**

The Southwest exterior doors at the IRA Civic Center are in need of replacement as they are in poor condition and do not offer push-button capabilities to comply with current ADA standards. This project was approved as part of the 2012 CIP. I developed specifications and received the following two quotes from local vendors:

- Mesabi Glass, Window & Door      \$15,435
- Anderson Glass Company, Inc.      \$13,985

I recommend accepting the low quote from Anderson Glass.

### **Staff Recommendation:**

Accept quote from Anderson Glass to remove existing and install new doors at the IRA Civic Center.

### **Requested City Council Action**

Consider accepting the low quote of \$13,985 from Anderson Glass Company, Inc. to remove the existing and install new exterior doors at the IRA Civic Center per the specifications dated 1-25-12.



• PHONE •  
218-326-0331  
218-326-6277



• FAX •  
218-326-3641  
• WEBSITE •  
www.andersonglassco.com

**TO: CITY OF GRAND RAPIDS  
IRA CIVIC CENTER  
420 N. POKEGAMA AVE.  
GRAND RAPIDS, MN 55744**

ATTN: DALE ANDERSON

JOB NAME: WEST ENTRANCE  
REPLACEMENT

ARCHITECT:

DATE: 1-31-12

JOB LOCATION: GRAND RAPIDS, MN

We are pleased to provide you a price to demo and dispose of the existing doors and install new entrance doors per the specifications dated 1-25-12.

All for the total of: **\$13,985.00** (Thirteen thousand, nine hundred eighty-five and no/100 dollars.)

The following is a list of clarifications to this bid:

- Existing doors are concrete filled. There is a slight possibility of damage occurring to the surrounding conditions. We will do everything we can to eliminate any damage. If damage does occur, we will repair or replace on a T&M basis.
- We include an exterior keyed cylinder on one of the door leafs to access the building from the exterior.
- Please see attached Terms and Conditions.

If you have any questions, please feel free to e-mail me at [chris@andersonglassco.com](mailto:chris@andersonglassco.com) or call me at 218-326-0331 if you have any questions or need clarification.

(SEE CONDITIONS OF THIS QUOTE ON REVERSE SIDE)

**TERMS: NET 30**

**F.O.B.**

THIS PROPOSAL ACCEPTED BY:

THIS PROPOSAL SUBMITTED BY:

CHRIS STANLEY

ANDERSON GLASS CO. INC.

FOR:

DATE:

DATE: 1-31-12

**WINDOWS • DOORS • STOREFRONTS • GLASS • MIRRORS**

816 NW 4<sup>TH</sup> STREET • GRAND RAPIDS, MN

# MESABI

*Glass, Window & Door*

510 West 25th St. • Hibbing, MN 55746  
Tel 218-262-2010 • Fax 218-262-2011

TO:	FROM:
Ron Edminster/ Dale	Dave Anderson
COMPANY:	DATE:
City of Grand Rapids	JANUARY 27, 2012
FAX NUMBER:	TOTAL NO. OF PAGES INCLUDING COVER:

## PROPOSAL

Civic Center Doors.

Remove and replace steel doors on viewing level.

- Two pairs with fixed mullion between leaves.
- Silver anodized finish.
- Wide style doors, 6" mid rail, 10" bottom rail. With stainless kick plate.
- One inch low-e insulated tempered safety glass.
- Continuous hinges all leaves.
- Four Von-Duprin rim panics with 12" offset pulls. One leaf to have cylinder.
- Three doors to have manual closers. L.C.N. 4040 series with drop plates.
- Interior and exterior caulking.
- Two handi-capped push button openers. One on exterior door and one on interior existing door. Push buttons to be wire-less.
- Electrical by others.
- If butt hinges are an alternate option deduct \$ 348.00

Price includes all tax, labor and materials Total \$ 15,435.00

Proposed by:

  
Dave Anderson

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

Any drawings provided are property of Mesabi Glass, Window & Door, Inc. If any of these drawings are used to receive other quotes, customer will be charged \$250.00 or 5% of project, whichever is greater.

510 West 25th Street ♦ Hibbing, Minnesota 55746  
T: (218) 262-2010 F: (218) 262-2011



# MESABI

*Glass, Window & Door*

510 West 25th St. • Hibbing, MN 55746  
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Dave Anderson

Accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

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510 West 25th Street ♦ Hibbing, Minnesota 55746  
T: (218) 262-2010 F: (218) 262-2011



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0104      **Version:** 1      **Name:** Appointees to the Grand Rapids Fire Department Relief Association  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/16/2012      **In control:** Fire  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Apoinments to the Fire Department Relief Association

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Apoinments to the Fire Department Relief Association

**Background Information:**

The Grand Rapids Fire Department Relief Association is organized and operated to provide retirement benefits and other financial assistance to the members of the department in accordance to the bylaws and the laws of the State of Minnesota.

The association is managed by a Board of Trustees . Under Section 317A of the MN Statutes, the Board shall consist of 9 members: six (6) Trustees from the membership elected by the membership on an annual basis ; the Fire Chief as an Ex-Officio; one (1) elected city official and one (1) non-elected city official appointed annually by the City Council.

**Staff Recommendation:**

[Enter Recommendation Here]

**Requested City Council Action**

Consider appointing one (1) elected city official and one (1) non-elected city official to serve as Ex-Officios on the Grand Rapids Fire Department Relief Association Board of Trustees.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0105      **Version:** 1      **Name:** Ahura Scientific Chemical ID Kit Purchase  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/18/2012      **In control:** Fire  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Purchase Hazmat Chemical I.D. Kit

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Thermo Fisher Scientific Quote](#)  
[Ahura Sole Vendor](#)  
[Thermo Fisher Scientific Quote](#)  
[SensIR Trade in](#)  
[Chemical ID Kit](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Purchase Hazmat Chemical I.D. Kit

**Background Information:**

In May of 2010 and again in February of 2011, the City Council adopted two resolutions accepting Homeland Security and Emergency Management Grants for the purchase of equipment and training for the Chemical Assessment Team for a total of \$125,000.

Ahura Scientific, a division of Thermo Fisher Scientific, Inc. has been working with the other State C.A.T. teams to upgrade their abilities to identify unknown chemicals and hazardous substances by taking their SensIR equipment on a trade-in with the purchase of their Handheld Chemical ID Kit. Currently, seven of the state's Hazmat Teams have purchased this particular piece of mitigation equipment using the same type of funding, and the remaining teams are considering making the same purchase to retain continuity among the Hazmat Teams state wide.

Thermo Scientific, Inc. is the sole provider of this type of mitigation equipment; therefore, a competitive quote for this equipment was not able to be provided. Ahura Scientific did supply us with two quotes: one reflecting the equipment purchase and a three-year warranty and service for \$97,200; and one quote for the equipment and a two-year warranty and service for \$89,360. The cost includes on-site training provided by the vendor at our department, plus 24/7 technical support and software updates.

The Grand Rapids Fire Department wishes to utilize the entire \$70,000 grant (Resolution 10-41) which expires March 31, 2012, and a portion of the \$55,000 grant (Resolution 11-15) which expires March 31, 2013, to purchase the Handheld Chemical ID Kit with a two-year warranty and service agreement. As part of the purchase agreement, the Fire Department's existing SensIR would be traded in to Ahura Scientific, Inc., and removed from the Capital Asset List.

**Staff Recommendation:**

Allow for the purchase of this equipment using HSEM Grant money, and allow for the trade-in of the existing SensIR equipment.

**Requested City Council Action**

Consider allowing the Grand Rapids Fire Department to trade-in their SensIR equipment to Ahura Scientific Inc, and purchase the Handheld Chemical ID Kit with a two-year warranty and service agreement from Ahura Scientific, Inc., using Homeland Security and Emergency Management Grant money, at a cost of \$89,360 plus any applicable tax and shipping.

February 13, 2012

Shawn Graeber  
HazMat Officer  
Grand Rapids Fire Department  
420 North Pokegama Ave.  
Grand Rapids, MN 55744-2662  
USA

Dear Graeber,

Thermo Fisher Scientific, through its wholly owned subsidiary Ahura Scientific, Inc., is pleased to provide you with a quotation for the following products and services.

This quotation includes information for a combination kit with two solid and liquid chemical identification systems: Thermo Scientific FirstDefender RMX, based on Raman spectroscopy, and Thermo Scientific TruDefender FTi, a Fourier-Transform Infrared (FTIR) instrument. Raman and FTIR have distinct strengths and both provide a broad range of identification capabilities.

FirstDefender® RMX Handheld Raman Spectrometer:

FirstDefender RMX is a chemical identification instrument customized for flexible-use as a portable handheld unit or in remote mode when mounted to select tactical EOD and hazmat robots. The system operates as a handheld instrument either in point-and-shoot™ mode with a permanently attached flexible probe or via the integrated vial holder. Point-and-shoot sampling allows identification of liquid and solid chemicals in transparent and semi-transparent containers, including colored glass vials and plastic bags. When operating in remote mode, FirstDefender RMX is integrated onto a robot platform, enhancing the operator's downrange capability. Either in handheld mode or mounted to a robot, FirstDefender RMX offers rapid, non-invasive, field-based chemical analysis of unknown substances such as drug precursors, narcotics, explosives, chemical weapons and toxic industrial chemicals.

FirstDefender RMX includes our proprietary software, which reduces the need for scientific field support by providing clear, definitive results that don't require user interpretation or judgment. The company's industry-first automatic mixture analysis enables FirstDefender RMX to automatically and reliably resolve mixtures of multiple components, eliminating the need for manual spectra manipulation. The intuitive user interface allows even novice users to be proficient with minimal training.

The system weighs less than three pounds (1.4 kg), is fully waterproof to one meter, and is certified to MIL-STD-810F standards for shock, vibration and extreme operating temperatures. It is a self-contained unit that requires no scheduled maintenance or calibration, and uses no consumables. A fully charged unit will run for greater than four hours. FirstDefender RMX is supplied with a rugged carrying case, one additional rechargeable battery, a box of 12 SureFire™ disposable batteries and the appropriate accessories to charge and operate the unit.

FirstDefender RMX can be integrated onto a variety of EOD and hazmat robots using the an RS232 port. Robot integration kits are purchased separately from the robot manufacturer. Ask your Thermo Scientific account representative for more details.

FirstDefender RMX combined with the robot offers military organizations, bomb squads and law enforcement personnel a unique set of tools for hazmat response and the fight against the explosives threat.

TruDefender™ FTi Handheld FTIR Spectrometer:

TruDefender FTi is a rugged, handheld FTIR system for rapid, in-the-field identification of unknown chemicals. The innovative use-mode, ground-breaking design, ease of use, and advanced mixture analysis make TruDefender™ FTi an essential tool for first responders, enabling users to analyze – and act – faster than ever before. The TruDefender FTi builds on the strength of the TruDefender FT and adds a new tool to help minimize these communication challenges. Using embedded mobile phone technology, first responders are able to send an e-mail or SMS text to their Incident Commander or the Thermo Scientific reachback team, without having to leave the hot zone. The ability to send comprehensive results, including chemical name, CAS number and spectra, eliminates transcription errors and ensures that an Incident Commander has the required information to respond appropriately to a threat. Unlike other instruments available today, TruDefender™ FTi's revolutionary press-and-shoot™ use mode and rugged design enable first responders to take the power of FTIR directly to an unknown substance in the hotzone.

TruDefender™ FTi includes our proprietary software, which reduces the need for scientific field support by providing clear, definitive results that don't require user interpretation or judgment. The company's industry-first automatic mixture analysis enables TruDefender™ FTi to automatically and reliably resolve mixtures of multiple components, eliminating the need for manual spectra manipulation. The intuitive user interface allows even novice users to be proficient with minimal training. Weighing less than three pounds (1.4 kg), TruDefender™ FTi is ergonomically designed for easy handheld use in Level A gear. It is a self-contained unit that requires no scheduled maintenance or calibration, and uses no consumables. A fully charged unit will run for greater than four hours. The unit is supplied with a rugged carrying case, one additional rechargeable battery, a box of 12 SureFire™ disposable batteries and the appropriate accessories to charge and operate the unit. The TruDefender FTi adds the ability to initiate a Reachback support request immediately from the device. This allows the entry team to stay in the hotzone while the Thermo Scientific support team works with their incident command on the resolution of the incident. TruDefender™ FTi comes with on-site training (for up to 12 students), 24/7 technical support and a Warranty/Support package which includes library and software updates.

There are many leasing programs now available through Thermo Fisher Financial Services. Please ask your Sales Representative for more details on specific program information.

Sincerely,

Bill Kotowski  
Safety & Security Specialist  
Direct: (978) 284-6910  
Mobile: (630) 699-2025

**Sales Quotation**

**Ahura Scientific, Inc.**

Quote No.	Create Date	Exp. Delivery Terms	Page
OGNY0A10004J - 2	2/13/2012	90 Days ARO	3 of 5
Contact Info	Phone Number	Payment Terms	Valid To
Bill Kotowski	(978) 284-6910		3/14/2012

46 Jonspin Road  
Wilmington, MA 01887

**Submitted to:**

Shawn Graeber  
HazMat Officer  
Grand Rapids Fire Department  
420 North Pokegama Ave.  
Grand Rapids, MN 55744-2662  
USA

Tel: (218) 326-7269

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an order:  
 Contact: Bill Kotowski  
 Call: (978) 284-6910  
 Fax: (978) 642-1133  
 eMail: bill.kotowski@thermofisher.com  
 Additional instructions, terms & conditions on last page

Part Number	Product Name	Discount	Discounted Unit Price	Qty.	Extended Price
800-00542-01	<b>Handheld Chemical ID Kit, TD FTi S2 + FD RMX S2, Gr</b> <i>FTi &amp; RMX Combo Kit (2 Year W/S)</i> Base Unit Price: \$111,500.00	20.00%	\$89,200.00	1	\$89,200.00
400-01161-01	<b>Vials (144) in box</b> <i>Accessories</i> Base Unit Price: \$160.00	0.00%	\$160.00	1	\$160.00
<b>Total:</b>					<b>\$89,360.00</b>

**Comments:**

**Important Note: Please issue POs to Ahura Scientific.**

Federal Tax ID No.: 01-0650031  
 CAGE CODE: 392A9  
 DUNS #: 11-289-3131  
 Bank of America: ABA#: 026 009 593

**Please note: All Purchase Orders should be made out to Ahura Scientific 46 Jonspin Rd. Wilmington, MA 01887**

"The technical information contained within these documents are subject to the Export Administration Regulations. Export of this technical information to foreign persons or foreign companies, within or outside the United States, may require prior written authorization by the U.S. Department of Commerce, Bureau of Industry and Security. Contact Ahura Scientific, Inc. prior to such a transfer."

Rev. 36

## TERMS AND CONDITIONS OF SALE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Ahura Scientific Inc., a part of Thermo Fisher Scientific, ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.
2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.
3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.
4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.
5. **DELIVERY; CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.
6. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.
7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.
8. **INDEMNIFICATION.**
  - 8.1 **By Seller.** Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section. Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S

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Rev. 36



ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

9. SOFTWARE. With respect to any software products incorporated in or forming a part of the Products hereunder, Seller and Buyer intend and agree that such software products are being licensed and not sold, and that the words "purchase", "sell" or similar or derivative words are understood and agreed to mean "license", and that the word "Buyer" or similar or derivative words are understood and agreed to mean "licensee". Notwithstanding anything to the contrary contained herein, Seller or its licensor, as the case may be, retains all rights and interest in software products provided hereunder. Seller hereby grants to Buyer a royalty-free, non-exclusive, nontransferable license, without power to sublicense, to use software provided hereunder solely for Buyer's own internal business purposes on the hardware products provided hereunder and to use the related documentation solely for Buyer's own internal business purposes. This license terminates when Buyer's lawful possession of the hardware products provided hereunder ceases, unless earlier terminated as provided herein. Buyer agrees to hold in confidence and not to sell, transfer, license, loan or otherwise make available in any form to third parties the software products and related documentation provided hereunder. Buyer may not disassemble, decompile or reverse engineer, copy, modify, enhance or otherwise change or supplement the software products provided hereunder without Seller's prior written consent. Seller will be entitled to terminate this license if Buyer fails to comply with any term or condition herein. Buyer agrees, upon termination of this license, immediately to return to Seller all software products and related documentation provided hereunder and all copies and portions thereof. Certain of the software products provided by Seller may be owned by one or more third parties and licensed to Seller. Accordingly, Seller and Buyer agree that such third parties retain ownership of and title to such software products. The warranty and indemnification provisions set forth herein shall not apply to software products owned by third parties and provided hereunder.

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11. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported or to be exported by Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

12. RESALE. Subject to the terms and conditions herein, Buyer shall have the right to resell or transfer the Products to any third party (an "End User"), provided that (a) Buyer makes such sale pursuant to binding terms and conditions no less protective of Seller and the Product hereunder and Buyer makes no representation or warranty on behalf of Seller, (c) Buyer fairly and accurately represents the Product at all times only in accordance with the express statements in Seller's written documentation, and (d) Buyer ensures that Seller's user manual and all applicable warnings are delivered to each and every End User of the Product.

13. U.S. GOVERNMENT. The use, duplication, reproduction, release, modification, disclosure or transfer of software Products, or any related documentation of any kind (including, without limitation, technical data or manuals), is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies. The software Products are "commercial items" and commercial computer software and the related documentation is commercial computer software documentation. The use of the software Products and related documentation is further restricted in accordance with the terms of this Agreement and any software license included or provided with a particular software Product.

14. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

**Please note: All Purchase Orders should be made out to Ahura Scientific 46 Jonspin Rd. Wilmington, MA 01887**

"The technical information contained within these documents are subject to the Export Administration Regulations. Export of this technical information to foreign persons or foreign companies, within or outside the United States, may require prior written authorization by the U.S. Department of Commerce, Bureau of Industry and Security. Contact Ahura Scientific, Inc. prior to such a transfer."

Rev. 36

**To Whom It May Concern:**

**Request for Sole Service / Sole Brand Justification**

The following information is provided to assist you in determining if the products manufactured by Ahura Scientific, Inc. qualify for sole purchase justification status as a brand specific item.

Ahura Scientific, Inc. is the sole manufacturer of the following products:

FirstDefender (XLS1, XLS2, XLS3, XLS5)  
FlexProbe (XLS1, XLS2, XLS3, XLS5)  
FirstDefender RM (S1, S2, S3, S4, S5)  
FirstDefender RMX (S1, S2, S3, S4, S5)  
TruDefender FT (S1, S2, S3, S4, S5)  
TruDefender FTi (S1, S2, S3, S4, S5)  
TruDefender FTG (S1, S2, S3, S4, S5)

These products are manufactured from Ahura Scientific's sole manufacturing location in Wilmington Massachusetts. These devices utilize the proprietary DecisionEngine 2.0 MX analysis software also produced solely by Ahura Scientific, Inc. No other device of this kind on the market can make use of this software as it would be a violation of patents held by Ahura Scientific, Inc.

These systems are uniquely designed to be ruggedized, waterproof and self contained spectrometers, and are the only ones available on the market to meet these requirements. It is designed and certified by an independent 3<sup>rd</sup> party to meet Mil-Spec 810F ruggedness specs. IP67 Waterproof specs. It uses proprietary Chemometric routines to identify unknown chemicals that are not available on any other Raman or FTIR spectrometer. Ahura Corporation holds a number of patents on the components and chemometric routines that are used to make this system.

Ahura Scientific, Inc. is the only company qualified to provide 24/7 support, provide product warranty support, provide user specific training, and conduct any kind of service on any of the devices manufactured by Ahura.

Sincerely,

John Johnson  
46 Jonspin Rd.  
Wilmington, Ma. 01887  
Direct (805) 300-1445

**Sole Source Manufacturer:**

Ahura Corporation

**Sole Source Service:**

Ahura 24/7 support and Company specific instrument training

**Sole Brand:**

Brand Name: FirstDefender Raman Spectrometer  
Model Number: FirstDefender  
Referenced Quote number from Vendor:

**1. Proposed Vendor:**

**a. Vendor Name and Address:**

Ahura Corporation  
46 Jonspin Rd  
Wilmington, Ma. 01887

**b. Vendor Contacts:**

*POC/Director Safety and Security*

John P Johnson  
PH: (805) 300-1445  
FX: (805) 435-3657

*Finance Dept.:*

Kevin O'Brian  
PH: (978) 657-5555  
FX: (978)642-1133

**2. Available supporting documentation**

- a. Quote from Vendor / Manufacturer
- b. Company specific information
- c. Vendor Form W-9
- d. Vendor / Manufacturer sole source letter
- e. Relevant Certifications
  - i. Mil-Spec 810 Certification

**3. Description of Product/Service:** (Description/Name of brand/materials/services to be provided.)

The FirstDefender spectrometer comes with built in computer and Libraries of materials including certain Explosives, Chemical weapons, Toxic industrial chemicals, Toxic compounds, and Narcotics, 2 batteries, battery charger, AC power supply and shipping case. The unit conforms to Military specifications 810F for water and dust resistance and is shockproof when dropped from approximately 4 feet. The FirstDefender has been independently tested for its effectiveness against chemical weapons by the U.S. Army. The unit comes with On-site Training and a 3 year Service

period covering product Warranty including next day loaner unit, 24/7 technical support, and Library and Software updates. The system includes the DecisionEngine 2.0 MX software for analysis on chemical mixtures. The FirstDefender XLS3 comes with Extended Libraries.

**Exclusive capabilities that no others have:** (Description of Proposed Source/Brand unique capabilities and/or personnel to perform this work; and why this is the only source/brand/service available.)

The unit must be a Raman spectrometer with the following minimum specifications:

- System is able to provide accurate identification of chemical weapons, Explosives, Toxic Chemicals, Unknown White powders and Narcotics. The instrument has been independently tested by Edgewood Chemical and Biological Command, a recognized independent third party. The test results must show successful testing on chemical weapon agents in both neat form and mixed with AFFF, Windex, Diesel fuel, and Floor wax. This testing demonstrates the viability for the successful use of the instrument in the field. Purchasing instruments that have been formally tested is preferred over systems that have not been formally tested. This is consistent with Dept. SOP and agency policy.
- System uses a proprietary advanced chemometric search algorithms that will identify materials as pure or in mixture form. The mixture analysis results are performed without user interaction and are performed automatically by the software. The system also reports "NO MATCH FOUND" in the case of an unidentified material being measured. Using systems that provide "yes or no" results with a documented false positive rate is consistent with Dept. SOP.
- System is able to positively identify materials that are exposed in free space, contained in plastic bags or contained in glass vials. The point and shoot mode is able to focus the beam up to 15mm into a glass or plastic container to allow identification of materials through thick glass and the window of a glove box windows. Retaining the sample in-situ wherever possible is consistent with our Dept. SOP.
- System is ergonomically designed to be used in a "Point and Shoot" mode for open space analysis of spilled liquids or solids. This is a requirement of the Dept. as the expectation of this instrument is to use it to sample spilled liquids and solids.
- The vial holder compartment must be set at a 45 degree angle to accommodate for small amounts of sample material to collect at the sampling point inside the instrument. Small amount of sample is defined as a drop of liquid or less than 1 gram of solid material. The minimum/maximum vial size for use with the system is 4ml with PTFE-lined solid-top screw caps attached to vials. Made of KG-33\* borosilicate glass. This size is appropriate to meet our Dept. SOP as a minimum size for use while in Level A or Level B gear.
- System utilizes a proprietary 8cm-1 resolution spectrometer with a 785nm 300mw laser to allow analysis of chemicals in clear, amber or colored glass bottles. Retaining the sample in-situ wherever possible is consistent with our Dept. SOP.
- System software contains adjustable laser power settings from 30mw to 300mw to allow high power mode to get good data from samples in colored glass bottles or low power for heat sensitive compounds.
- System is entirely self contained with a built in computer requiring no outside components to function to allow operation by one person with one hand in a hot zone in a level A suit. This is consistent with our department SOP.
- System is proven to operate accurately in temperatures from -20C to +40C in order to function in the climate the unit will be expected to use in every day hazmat calls. This is consistent with our operating environment and our Dept. SOP.
- System contains rechargeable batteries with 5 hours operational time per charge. The batteries must be common "off the shelf" camcorder type batteries and must be removable from the system to be charged separately or in the unit itself. This is consistent with our business practice to reduce the cost down time associated with charging or the cost of sending the unit back to the manufacturer to replace internal batteries. Batteries of this type are interoperable with other apparatus in our inventory. This is consistent

with Dept. SOP to purchase equipment with common battery requirements it saves on long term replacement costs by ordering bulk.

- System weighs less than 3.5 lbs. Weight is a consideration for operation of the instrument and lighter weight instruments are consistent with the operating environment and with Dept. SOP.
- System is Certified Mil 810F shock proof. In case it is accidentally dropped while being used in a level A suit. This is consistent with Dept. SOP wherever possible and is preferred over instruments that are not 810F certified. This will significantly reduce future repair cost and down time due to instrument damage as the survivability of the instrument has been built to meet the military ruggedness and shock standards.
- Once a chemical has been identified the system links to a comprehensive hazard guide that gives Niosh info, Description, Protective gear, First aid and Fire information about the chemical to the user. This is consistent with Dept. SOP. The supporting data as a function of results is vital to communications and confirmation of results.
- System is waterproof to allow for decontamination after exposure to hazardous materials. This is consistent with Dept. SOP.
- Libraries and software need to be able to be updated in the field without the use of external keyboard or mouse. This is consistent with Dept. SOP regarding the ability of updates to be independent of storing and maintaining minimal support equipment associated with an instrument of this type.
- Data and libraries collected on the unit must be able to be loaded onto an external media without using an external keyboard or mouse in the field. This is consistent with Dept. SOP for transporting the resulting data to achievable media.
- System is able to store all data internally and have the ability to recall data and transfer the data from the unit to a computer. To assist with identification of unknown samples. This is a requirement to use the Ahura 24/7 support program.
- This Dept. prefers to purchase by companies who are 100% U.S. owned and operated. Ahura Corporation is 100% US Owned and operated.

#### **Supporting justification for Purchase:**

##### **Scope of apparatus operation:**

The First Defender is a handheld Raman Spectrometer. The Raman technique is used to identify liquid and solid chemicals. These chemicals include Narcotics, Drug lab precursors, Explosives, Chemical Weapon Agents (CWAs), Toxic Industrial Chemicals (TICs), and a wide range of non-hazardous chemicals often found as hoaxes. Raman Spectroscopy is a supporting and verification technology to the current suite of equipment currently employed in emergency response.

There are two significant advantages in applying Raman spectroscopy to the field of HazMat and terrorism response.

- I. The first is based on the fact that Raman Spectroscopy allows substances to be interrogated through sealed glass containers. It is common practice to envelope a suspected hazardous material with an additional layer of protection often utilized by the FBI. This practice is known as "triple bagging". This added layer of security continues to allow the use of Raman Spectroscopy to interrogate the sample under completely controlled conditions. This prevents the sample from being mis-handled for evidentiary purposes and eliminates the possibility of environmental conditions (i.e. wind, rain, etc.) which may cause the sample to spread. The First Defender from Ahura has a penetration capability of 15mm. This penetration capability allows samples to be interrogated through a wide range of transparent and semi-transparent materials including but not limited to: paper envelopes, dark colored wine bottles, amber colored one gallon containers, plastic bags, COLIWASA tubes, etc.

- II. Secondly the Raman Spectrometer manufactured by Ahura Corporation allows mixtures to be analyzed. There are two significant and immediate impacts this has on the response to a hazmat or terrorism event. First it significantly removes the possibility of cross or environmental contamination interfering with results. The First Defender has been tested at the Edgewood Chemical and Biological Command to identify Vx within 4 different interferents (Windex, AFFF, Floor Wax, Diesel fuel) using a wide range of concentrations. The system performed as expected and identified Vx within these interferents. No other technology on the market under \$60,000 dollars has proven or has been documented to be as successful. The second significant impact is on the ability to resolve mixtures of identifiable chemical compounds. Currently, we do not employ any technology that allows a resolution of mixed chemicals.

**1. Statement for the financial or operational damage/risk that will occur if needs are not satisfied immediately:**

- a. In the event of a hazardous materials spill, intentional release, or terrorism event involving a liquid or solid chemical we are currently under equipped to deal with the high probability that the chemical release will either a) not be a pure substance, and b) contaminated by normal environmental conditions. The ability to identify a substance and mitigate the exposure to personnel is critical to the safety of the first response personnel, on-scene personnel, and the public. Verifying and confirming results with multiple technologies improves our overall ability to provide a confident and accurate answer to the constituents of our jurisdiction.
- b. The handheld Raman Spectrometer allows the department to perform a number of possible tasks outside of its own department. The police bomb squad can use the technology to ID explosives or potential explosive compounds. Some of these compounds are not detectable by other methods or in some cases dogs. The environmental health team can use the instrument to identify waste products or add chemicals to the instrument which may present a public or environmental hazard if released. Narcotics teams can use the instrument to ID active and inactive illicit drug manufacturing activities.

**2. State the financial impacts both long and short term:**

- a. The cost of the First Defender being requested by this agency is stated in the quote attached to this document. This price includes the following items along with the unit:
  - i. Product warranty
  - ii. 24/7 emergency support program
  - iii. Loaner program in the event that the unit fails in the field
  - iv. On-site in service training
  - v. Software and library upgrades
- b. Other than the cost associated with the unit above there are no further foreseeable costs in the operation of the system as is. It is anticipated that there will be accessories that are manufactured as additional tools to the function of the instrument. However, these items will be addressed when the company see fit to release these accessories.
- c. The long term cost of the instrument will be in the form of re-fresher training (\$3000), and replacement rechargeable batteries (\$40). The unit itself has no consumable components and therefore no repeated operational cost. This is significant because it allows our department to train on the use of the instrument at no cost to the department or the community. There is also no shelf life to the unit. The internal laser system is rated for 10,000 use hours. Given that the unit is expected to be on less than 10 hrs per month we can expect the unit to perform to the expected department requirement of 15 years barring any significant damage while the unit is not under warranty. If the unit is put into service for 10 years the amortized initial cost will be \$3,500 per year. This is acceptable for an instrument which can perform the capabilities outlined above.
- d. Some of this cost justification can be shared between agencies.
- e. Further justification for the First Defender is outlined below supporting the application in the field.

**3. State any existing technology or applications that this technology with support**

Currently, the closest supporting technology is based on chemical properties observation. This technique is both time consuming, potentially hazardous, and results are subject to the level of competence of the user. We currently use a hazard categorization technique that requires annual chemical updates. The use of the FirstDefender is a confirming technology as well as a safety application. By analyzing a substance prior to exposing it to a field test an identification can be made to assess the hazards of opening a container.

**4. State the reason and process used for selecting the vendor (Attach all quotes/proposals received from other sources, if applicable):**

The First Defender is only one handheld Raman Spectrometer available on the market that has been fully tested and described by the US Military as suitable for use to identify non trace chemical weapons and toxic chemicals. This standard by which the military grades the survivability of the instrument is not common among the instruments we currently have at our disposal. The First Defender uses proprietary chemometric routines allowing a non scientific user to identify mixtures of chemicals without having to send them off for analysis to a third party. This allow the agency to remediate a hazmat scene much faster saving the state, county, city, and local businesses money.

February 13, 2012

Shawn Graeber  
HazMat Officer  
Grand Rapids Fire Department  
420 North Pokegama Ave.  
Grand Rapids, MN 55744-2662  
USA

Dear Graeber,

Thermo Fisher Scientific, through its wholly owned subsidiary Ahura Scientific, Inc., is pleased to provide you with a quotation for the following products and services.

This quotation includes information for a combination kit with two solid and liquid chemical identification systems: Thermo Scientific FirstDefender RMX, based on Raman spectroscopy, and Thermo Scientific TruDefender FTi, a Fourier-Transform Infrared (FTIR) instrument. Raman and FTIR have distinct strengths and both provide a broad range of identification capabilities.

FirstDefender® RMX Handheld Raman Spectrometer:

FirstDefender RMX is a chemical identification instrument customized for flexible-use as a portable handheld unit or in remote mode when mounted to select tactical EOD and hazmat robots. The system operates as a handheld instrument either in point-and-shoot™ mode with a permanently attached flexible probe or via the integrated vial holder. Point-and-shoot sampling allows identification of liquid and solid chemicals in transparent and semi-transparent containers, including colored glass vials and plastic bags. When operating in remote mode, FirstDefender RMX is integrated onto a robot platform, enhancing the operator's downrange capability. Either in handheld mode or mounted to a robot, FirstDefender RMX offers rapid, non-invasive, field-based chemical analysis of unknown substances such as drug precursors, narcotics, explosives, chemical weapons and toxic industrial chemicals.

FirstDefender RMX includes our proprietary software, which reduces the need for scientific field support by providing clear, definitive results that don't require user interpretation or judgment. The company's industry-first automatic mixture analysis enables FirstDefender RMX to automatically and reliably resolve mixtures of multiple components, eliminating the need for manual spectra manipulation. The intuitive user interface allows even novice users to be proficient with minimal training.

The system weighs less than three pounds (1.4 kg), is fully waterproof to one meter, and is certified to MIL-STD-810F standards for shock, vibration and extreme operating temperatures. It is a self-contained unit that requires no scheduled maintenance or calibration, and uses no consumables. A fully charged unit will run for greater than four hours. FirstDefender RMX is supplied with a rugged carrying case, one additional rechargeable battery, a box of 12 SureFire™ disposable batteries and the appropriate accessories to charge and operate the unit.

FirstDefender RMX can be integrated onto a variety of EOD and hazmat robots using the an RS232 port. Robot integration kits are purchased separately from the robot manufacturer. Ask your Thermo Scientific account representative for more details.

FirstDefender RMX combined with the robot offers military organizations, bomb squads and law enforcement personnel a unique set of tools for hazmat response and the fight against the explosives threat.



TruDefender™ FTi Handheld FTIR Spectrometer:

TruDefender FTi is a rugged, handheld FTIR system for rapid, in-the-field identification of unknown chemicals. The innovative use-mode, ground-breaking design, ease of use, and advanced mixture analysis make TruDefender™ FTi an essential tool for first responders, enabling users to analyze – and act – faster than ever before. The TruDefender FTi builds on the strength of the TruDefender FT and adds a new tool to help minimize these communication challenges. Using embedded mobile phone technology, first responders are able to send an e-mail or SMS text to their Incident Commander or the Thermo Scientific reachback team, without having to leave the hot zone. The ability to send comprehensive results, including chemical name, CAS number and spectra, eliminates transcription errors and ensures that an Incident Commander has the required information to respond appropriately to a threat. Unlike other instruments available today, TruDefender™ FTi's revolutionary press-and-shoot™ use mode and rugged design enable first responders to take the power of FTIR directly to an unknown substance in the hotzone.

TruDefender™ FTi includes our proprietary software, which reduces the need for scientific field support by providing clear, definitive results that don't require user interpretation or judgment. The company's industry-first automatic mixture analysis enables TruDefender™ FTi to automatically and reliably resolve mixtures of multiple components, eliminating the need for manual spectra manipulation. The intuitive user interface allows even novice users to be proficient with minimal training. Weighing less than three pounds (1.4 kg), TruDefender™ FTi is ergonomically designed for easy handheld use in Level A gear. It is a self-contained unit that requires no scheduled maintenance or calibration, and uses no consumables. A fully charged unit will run for greater than four hours. The unit is supplied with a rugged carrying case, one additional rechargeable battery, a box of 12 SureFire™ disposable batteries and the appropriate accessories to charge and operate the unit. The TruDefender FTi adds the ability to initiate a Reachback support request immediately from the device. This allows the entry team to stay in the hotzone while the Thermo Scientific support team works with their incident command on the resolution of the incident. TruDefender™ FTi comes with on-site training (for up to 12 students), 24/7 technical support and a Warranty/Support package which includes library and software updates.

There are many leasing programs now available through Thermo Fisher Financial Services. Please ask your Sales Representative for more details on specific program information.

Sincerely,

Bill Kotowski  
Safety & Security Specialist  
Direct: (978) 284-6910  
Mobile: (630) 699-2025

**Sales Quotation**

**Ahura Scientific, Inc.**

Quote No.	Create Date	Exp. Delivery Terms	Page
OGNY0A10004J - 2	2/13/2012	90 Days ARO	3 of 5
Contact Info	Phone Number	Payment Terms	Valid To
Bill Kotowski	(978) 284-6910		3/14/2012

46 Jonspin Road  
Wilmington, MA 01887

**Submitted to:**

Shawn Graeber  
HazMat Officer  
Grand Rapids Fire Department  
420 North Pokegama Ave.  
Grand Rapids, MN 55744-2662  
USA

Tel: (218) 326-7269

THANK YOU FOR YOUR INTEREST IN THERMO SCIENTIFIC INSTRUMENTATION

To Place an order:  
 Contact: Bill Kotowski  
 Call: (978) 284-6910  
 Fax: (978) 642-1133  
 eMail: bill.kotowski@thermofisher.com  
 Additional instructions, terms & conditions on last page

Part Number	Product Name	Discount	Discounted Unit Price	Qty.	Extended Price
800-00542-01	<b>Handheld Chemical ID Kit, TD FTi S2 + FD RMX S2, Gr</b> <i>FTi &amp; RMX Combo Kit (2 Year W/S)</i> Base Unit Price: \$111,500.00	20.00%	\$89,200.00	1	\$89,200.00
400-01161-01	<b>Vials (144) in box</b> <i>Accessories</i> Base Unit Price: \$160.00	0.00%	\$160.00	1	\$160.00
				<b>Total:</b>	<b>\$89,360.00</b>

**Comments:**

**Important Note: Please issue POs to Ahura Scientific.**

Federal Tax ID No.: 01-0650031  
 CAGE CODE: 392A9  
 DUNS #: 11-289-3131  
 Bank of America: ABA#: 026 009 593

**Please note: All Purchase Orders should be made out to Ahura Scientific 46 Jonspin Rd. Wilmington, MA 01887**

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Rev. 36

## TERMS AND CONDITIONS OF SALE

UNLESS OTHERWISE EXPRESSLY AGREED IN WRITING, ALL SALES ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS:

1. **GENERAL.** Ahura Scientific Inc., a part of Thermo Fisher Scientific, ("Seller") hereby offers for sale to the buyer named on the face hereof ("Buyer") the products listed on the face hereof (the "Products") on the express condition that Buyer agrees to accept and be bound by the terms and conditions set forth herein. Any provisions contained in any document issued by Buyer are expressly rejected and if the terms and conditions in this Agreement differ from the terms of Buyer's offer, this document shall be construed as a counter offer and shall not be effective as an acceptance of Buyer's document. Buyer's receipt of Products or Seller's commencement of the services provided hereunder will constitute Buyer's acceptance of this Agreement. This is the complete and exclusive statement of the contract between Seller and Buyer with respect to Buyer's purchase of the Products. No waiver, consent, modification, amendment or change of the terms contained herein shall be binding unless in writing and signed by Seller and Buyer. Seller's failure to object to terms contained in any subsequent communication from Buyer will not be a waiver or modification of the terms set forth herein. All orders are subject to acceptance in writing by an authorized representative of Seller.
2. **PRICE.** All prices published by Seller or quoted by Seller's representatives may be changed at any time without notice. All prices quoted by Seller or Seller's representatives are valid for thirty (30) days, unless otherwise stated in writing. All prices for the Products will be as specified by Seller or, if no price has been specified or quoted, will be Seller's price in effect at the time of shipment. All prices are subject to adjustment on account of specifications, quantities, raw materials, cost of production, shipment arrangements or other terms or conditions which are not part of Seller's original price quotation.
3. **TAXES AND OTHER CHARGES.** Prices for the Products exclude all sales, value added and other taxes and duties imposed with respect to the sale, delivery, or use of any Products covered hereby, all of which taxes and duties must be paid by Buyer. If Buyer claims any exemption, Buyer must provide a valid, signed certificate or letter of exemption for each respective jurisdiction.
4. **TERMS OF PAYMENT.** Seller may invoice Buyer upon shipment for the price and all other charges payable by Buyer in accordance with the terms on the face hereof. If no payment terms are stated on the face hereof, payment shall be net thirty (30) days from the date of invoice. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and one-half percent (1.5%) per month (or, if lower, the highest rate permitted by law), together with all costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) incurred by Seller in collecting such overdue amounts or otherwise enforcing Seller's rights hereunder. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified. All payments shall be made in U.S. Dollars.
5. **DELIVERY; CANCELLATION OR CHANGES BY BUYER.** The Products will be shipped to the destination specified by Buyer, F.O.B. Seller's shipping point. Seller will have the right, at its election, to make partial shipments of the Products and to invoice each shipment separately. Seller reserves the right to stop delivery of Products in transit and to withhold shipments in whole or in part if Buyer fails to make any payment to Seller when due or otherwise fails to perform its obligations hereunder. All shipping dates are approximate only, and Seller will not be liable for any loss or damage resulting from any delay in delivery or failure to deliver which is due to any cause beyond Seller's reasonable control. In the event of a delay due to any cause beyond Seller's reasonable control, Seller reserves the right to terminate the order or to reschedule the shipment within a reasonable period of time, and Buyer will not be entitled to refuse delivery or otherwise be relieved of any obligations as the result of such delay. Products as to which delivery is delayed due to any cause within Buyer's control may be placed in storage by Seller at Buyer's risk and expense and for Buyer's account. Orders in process may be canceled only with Seller's written consent and upon payment of Seller's cancellation charges. Orders in process may not be changed except with Seller's written consent and upon agreement by the parties as to an appropriate adjustment in the purchase price therefor. Credit will not be allowed for Products returned without the prior written consent of Seller.
6. **TITLE AND RISK OF LOSS.** Notwithstanding the trade terms indicated above and subject to Seller's right to stop delivery of Products in transit, title to and risk of loss of the Products will pass to Buyer upon delivery of possession of the Products by Seller to the carrier; provided, however, that title to any software incorporated within or forming a part of the Products shall at all times remain with Seller or the licensor(s) thereof, as the case may be.
7. **WARRANTY.** Seller warrants that the Products will operate or perform substantially in conformance with Seller's published specifications and be free from defects in material and workmanship, when subjected to normal, proper and intended usage by properly trained personnel, for the period of time set forth in the product documentation, published specifications or package inserts. If a period of time is not specified in Seller's product documentation, published specifications or package inserts, the warranty period shall be one (1) year from the date of shipment to Buyer for equipment and ninety (90) days for all other products (the "Warranty Period"). Seller agrees during the Warranty Period, to repair or replace, at Seller's option, defective Products so as to cause the same to operate in substantial conformance with said published specifications; provided that Buyer shall (a) promptly notify Seller in writing upon the discovery of any defect, which notice shall include the product model and serial number (if applicable) and details of the warranty claim; and (b) after Seller's review, Seller will provide Buyer with service data and/or a Return Material Authorization ("RMA"), which may include biohazard decontamination procedures and other product-specific handling instructions, then, if applicable, Buyer may return the defective Products to Seller with all costs prepaid by Buyer. Replacement parts may be new or refurbished, at the election of Seller. All replaced parts shall become the property of Seller. Shipment to Buyer of repaired or replacement Products shall be made in accordance with the Delivery provisions of the Seller's Terms and Conditions of Sale. Consumables are expressly excluded from this warranty. Notwithstanding the foregoing, Products supplied by Seller that are obtained by Seller from an original manufacturer or third party supplier are not warranted by Seller, but Seller agrees to assign to Buyer any warranty rights in such Product that Seller may have from the original manufacturer or third party supplier, to the extent such assignment is allowed by such original manufacturer or third party supplier. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of (i) normal wear and tear, (ii) accident, disaster or event of force majeure, (iii) misuse, fault or negligence of or by Buyer, (iv) use of the Products in a manner for which they were not designed, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper storage and handling of the Products or (vii) use of the Products in combination with equipment or software not supplied by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by this warranty, Buyer shall pay Seller therefor at Seller's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER WITHOUT SELLER'S PRIOR WRITTEN APPROVAL, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS. THE OBLIGATIONS CREATED BY THIS WARRANTY STATEMENT TO REPAIR OR REPLACE A DEFECTIVE PRODUCT SHALL BE THE SOLE REMEDY OF BUYER IN THE EVENT OF A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY PROVIDED IN THIS WARRANTY STATEMENT, SELLER DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCTS, INCLUDING WITHOUT LIMITATION ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. SELLER DOES NOT WARRANT THAT THE PRODUCTS ARE ERROR-FREE OR WILL ACCOMPLISH ANY PARTICULAR RESULT.
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  - 8.1 **By Seller.** Seller agrees to indemnify, defend and save Buyer, its officer, directors, and employees from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorney's fees) ("Indemnified Items") for (i) injury to or death of persons or damage to property to the extent caused by the negligence or willful misconduct of Seller, its employees, agents or representatives or contractors in connection with the performance of services at Buyer's premises under this Agreement and (ii) claims that a Product infringes any valid United States patent, copyright or trade secret; provided, however, Seller shall have no liability under this Section to the extent any such Indemnified Items are caused by either (i) the negligence or willful misconduct of Buyer, its employees, agents or representatives or contractors, (ii) by any third party, (iii) use of a Product in combination with equipment or software not supplied by Seller where the Product would not itself be infringing, (iv) compliance with Buyer's designs, specifications or instructions, (v) use of the Product in an application or environment for which it was not designed or (vi) modifications of the Product by anyone other than Seller without Seller's prior written approval. Buyer shall provide Seller prompt written notice of any third party claim covered by Seller's indemnification obligations hereunder. Seller shall have the right to assume exclusive control of the defense of such claim or, at the option of the Seller, to settle the same. Buyer agrees to cooperate reasonably with Seller in connection with the performance by Seller of its obligations in this Section. Notwithstanding the above, Seller's infringement related indemnification obligations shall be extinguished and relieved if Seller, at its discretion and at its own expense (a) procures for Buyer the right, at no additional expense to Buyer, to continue using the Product; (b) replaces or modifies the Product so that it becomes non-infringing, provided the modification or replacement does not adversely affect the specifications of the Product; or (c) in the event (a) and (b) are not practical, refund to Buyer the amortized amounts paid by Buyer with respect thereto, based on a five (5) year amortization schedule. THE FOREGOING INDEMNIFICATION PROVISION STATES SELLER'S

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Rev. 36

ENTIRE LIABILITY TO BUYER FOR THE CLAIMS DESCRIBED HEREIN.

8.2 By Buyer. Buyer shall indemnify, defend with competent and experienced counsel and hold harmless Seller, its parent, subsidiaries, affiliates and divisions, and their respective officers, directors, shareholders and employees, from and against any and all damages, liabilities, actions, causes of action, suits, claims, demands, losses, costs and expenses (including without limitation reasonable attorneys' fees and disbursements and court costs) to the extent arising from or in connection with (i) the negligence or willful misconduct of Buyer, its agents, employees, representatives or contractors; (ii) use of a Product in combination with equipment or software not supplied by Seller where the Product itself would not be infringing; (iii) Seller's compliance with designs, specifications or instructions supplied to Seller by Buyer; (iv) use of a Product in an application or environment for which it was not designed; or (v) modifications of a Product by anyone other than Seller without Seller's prior written approval.

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11. EXPORT RESTRICTIONS. Buyer acknowledges that each Product and any related software and technology, including technical information supplied by Seller or contained in documents (collectively "Items"), is subject to export controls of the U.S. government. The export controls may include, but are not limited to, those of the Export Administration Regulations of the U.S. Department of Commerce (the "EAR"), which may restrict or require licenses for the export of Items from the United States and their re-export from other countries. Buyer shall comply with the EAR and all other applicable laws, regulations, laws, treaties, and agreements relating to the export, re-export, and import of any Item. Buyer shall not, without first obtaining the required license to do so from the appropriate U.S. government agency; (i) export or re-export any Item, or (ii) export, re-export, distribute or supply any Item to any restricted or embargoed country or to a person or entity whose privilege to participate in exports has been denied or restricted by the U.S. government. Buyer shall, if requested by Seller, provide information on the end user and end use of any Item exported or to be exported by Buyer. Buyer shall cooperate fully with Seller in any official or unofficial audit or inspection related to applicable export or import control laws or regulations, and shall indemnify and hold Seller harmless from, or in connection with, any violation of this Section by Buyer or its employees, consultants, or agents.

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13. U.S. GOVERNMENT. The use, duplication, reproduction, release, modification, disclosure or transfer of software Products, or any related documentation of any kind (including, without limitation, technical data or manuals), is restricted in accordance with Federal Acquisition Regulation 12.212 for civilian agencies and Defense Federal Acquisition Regulation 227.7202 for military agencies. The software Products are "commercial items" and commercial computer software and the related documentation is commercial computer software documentation. The use of the software Products and related documentation is further restricted in accordance with the terms of this Agreement and any software license included or provided with a particular software Product.

14. MISCELLANEOUS. (a) Buyer may not delegate any duties nor assign any rights or claims hereunder without Seller's prior written consent, and any such attempted delegation or assignment shall be void. (b) The rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the State of Seller's manufacturing location, without reference to its choice of law provisions. Each party hereby irrevocably consents to the exclusive jurisdiction of the state and federal courts located in the county and state of Seller's manufacturing location, in any action arising out of or relating to this Agreement and waives any other venue to which it may be entitled by domicile or otherwise. (c) In the event of any legal proceeding between the Seller and Buyer relating to this Agreement, neither party may claim the right to a trial by jury, and both parties waive any right they may have under applicable law or otherwise to a right to a trial by jury. Any action arising under this Agreement must be brought within one (1) year from the date that the cause of action arose. (d) The application to this Agreement of the U.N. Convention on Contracts for the International Sale of Goods is hereby expressly excluded. (e) In the event that any one or more provisions contained herein shall be held by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall remain in full force and effect, unless the revision materially changes the bargain. (f) Seller's failure to enforce, or Seller's waiver of a breach of, any provision contained herein shall not constitute a waiver of any other breach or of such provision. (g) Unless otherwise expressly stated on the Product or in the documentation accompanying the Product, the Product is intended for research only and is not to be used for any other purpose, including without limitation, unauthorized commercial uses, *in vitro* diagnostic uses, *ex vivo* or *in vivo* therapeutic uses, or any type of consumption by or application to humans or animals. (h) Buyer agrees that all pricing, discounts and technical information that Seller provides to Buyer are the confidential and proprietary information of Seller. Buyer agrees to (1) keep such information confidential and not disclose such information to any third party, and (2) use such information solely for Buyer's internal purposes and in connection with the Products supplied hereunder. Nothing herein shall restrict the use of information available to the general public. (i) Any notice or communication required or permitted hereunder shall be in writing and shall be deemed received when personally delivered or three (3) business days after being sent by certified mail, postage prepaid, to a party at the address specified herein or at such other address as either party may from time to time designate to the other.

**Please note: All Purchase Orders should be made out to Ahura Scientific 46 Jonspin Rd. Wilmington, MA 01887**

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Rev. 36

# ThermoFisher SCIENTIFIC

Thermo Fisher Scientific, Inc.  
46 Jonspin Road  
Wilmington, MA 01887  
978-657-5555  
978-657-5921 fax  
[www.thermo.com/ahura](http://www.thermo.com/ahura)

February 13, 2012

Grand Rapids Fire Department  
Attn: Shawn Graeber  
420 North Pokegama Ave.  
Grand Rapids, MN 55744-2662

Dear Mr. Graeber,

Thank you for your interest in Thermo Fisher Scientific's chemical identification products as referenced in the Thermo Fisher Scientific quote number OGNYO10004T – 1::

Thermo Fisher Scientific's Trade-In Program allows you to upgrade your current equipment, to the latest, most advanced hand held, ruggedized equipment for rapid and accurate identification of potentially hazardous materials and chemicals.

To qualify for the price discounts offered as part of our trade-in program, an accepted FTIR or Raman system must be shipped to Thermo Fisher Scientific, or disposed of, or removed from service within 60 days of shipment of the new equipment from Thermo Fisher Scientific. A pre-paid shipping label will be provided to use for shipping the legacy product. Trade-in equipment should be sent to the attention of: Customer Support Trade-In Program.

If the trade-in equipment is not received within 60 days, Customer will be responsible for paying full amount of invoice prior to discount. If Customer has already paid original invoice, Thermo Fisher Scientific will invoice the amount of the trade discount granted and Customer will be responsible for payment.

The information below should assist your purchasing dept. in documenting the disposal of the old monitor allowing you to remove the fixed asset from your inventory system.

Trade-in Product to be dispositioned: SensIR

Description: SensIR

Part#: \_\_\_\_\_

Serial#: \_\_\_\_\_

Other components:

Trade-in Product(s) to be received:

- 1) 800-00543-01 **Handheld Chemical ID Kit, TD FTi S3 + FD RMX S3**, per Quotation # OGNYO10004T - 1
- 2) List price =\$121,500.00, Trade-in Discount =20% , Extended Price = \$97,200.00

Please sign this letter as indication of your agreement to this trade-in program and fax or email back to Thermo Fisher Scientific by email at [bill.kotowski@thermofisher.com](mailto:bill.kotowski@thermofisher.com) by fax (978) 642-1133



Thermo Fisher Scientific, Inc.  
46 Jonspin Road  
Wilmington, MA 01887  
978-657-5555  
978-657-5921 fax  
[www.thermo.com/ahura](http://www.thermo.com/ahura)

**Thermo Fisher Scientific , Inc.**

**Customer**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Signature)

Name: Kevin O'Brien \_\_\_\_\_  
(Print)

Name: Steve Flaherty \_\_\_\_\_  
(Print)

Title: Senior Director Strategy Deployment \_\_\_\_\_

Title: Fire Chief \_\_\_\_\_

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

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

If you have any questions regarding this trade-in program, please feel free to contact me.

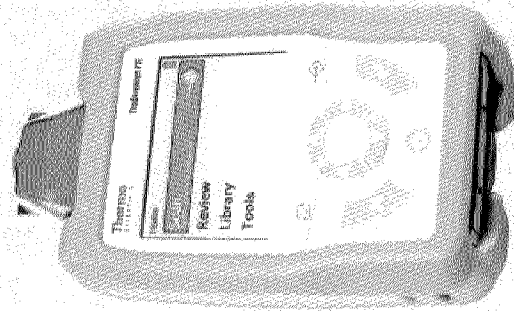
Kind Regards,

Bill Kotowski  
Safety & Security Specialist  
Thermo Fisher Scientific  
Phone (630) 699-2025  
[bill.kotowski@thermofisher.com](mailto:bill.kotowski@thermofisher.com)

**Identification is a critical challenge in the evaluation and mitigation of potential chemical threats. With Thermo Scientific TruDefender analyzers, hazmat teams, law enforcement, military and other first responders can obtain reliable chemical identification, including complex mixtures, in seconds.**

## Thermo Scientific TruDefender FT and TruDefender FTi

Handheld FTIR for Unknown Chemical and Explosives Identification



Thermo Scientific TruDefender analyzers are rugged, handheld FTIR systems for rapid, field-based identification of unknown chemicals including explosives narcotics

• **Fast, accurate identification. Returns results in seconds. Onboard hazard database provides full safety and treatment information.**

## Product Specifications





- **Embedded mobile phone technology.** Send results via e-mail or SMS text directly from the hotzone with the TruDefender FTI model.
- **Easy to use.** Intuitive, menu-driven interface for fast training and proficiency.
- **Built for field use.** Certified to MIL-STD 810G for ruggedness including drop, shock, vibration and operation in extreme temperatures.
- **Automatic mixture analysis.** Enhances substance identification capability and eliminates the need for spectral subtraction.
- **Easy maintenance.** Requires no scheduled maintenance, calibration, warm up or mirror alignment, and uses no consumables.

materials including explosives, narcotics, toxic industrial chemicals and precursors. They bring the power of FTIR directly into the hazard zone, enabling the responder to analyze—and act—faster than ever before. The TruDefender® FTI instrument adds to this core functionality by providing a direct link to incident command or reachback support through embedded mobile phone technology.

Lightweight and easy to use, TruDefender devices were built to meet the needs of first responders. They are ergonomically designed for use in Level A gear and rugged enough to withstand the rigors of field use.



Part of Thermo Fisher Scientific

# Thermo SCIENTIFIC





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0120      **Version:** 1      **Name:** Request by the Police Department to purchase (1) Dodge Charger and (1) Dodge Durango police vehicles from Tom Clusiau's and Mike Motors.

**Type:** Agenda Item      **Status:** Passed

**File created:** 2/21/2012      **In control:** Police

**On agenda:** 2/27/2012      **Final action:** 2/27/2012

**Title:** Request by the Police Department to purchase (1) Dodge Charger and (1) Dodge Durango police vehicles from Tom Clusiau's and Mike Motors.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Quote Clusiaus](#)  
[Quote Mikes](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Request by the Police Department to purchase (1) Dodge Charger and (1) Dodge Durango police vehicles from Tom Clusiau's and Mike Motors.

### Background Information:

The Police Department would like to purchase 1 Dodge Charger from Mike Motors of Ely and 1 Dodge Durango from Tom Clusiau's of Grand Rapids. These police vehicles will be used as part of the police department's patrol fleet and will be assigned to department members. These vehicles were run through a competitive bid process with the suggested awards as follows:

2012	Dodge Charger	Mike Motors	\$22,131.00
2012	Dodge Durango	Tom Clusiau's	<u>\$26,993.00</u>
<b>Total</b>			<b>\$49,124.00</b>

Other expenses associated with these vehicles would be title transfers, applicable taxes, and equipment purchasing. The police department currently has \$58,000.00 dollars budgeted for these purchases.

### Requested City Council Action

Consider a request by the Police Department to purchase 1 new Dodge Charger and 1 new Dodge Durango from Mike Motors and Tom Clusiau's for a total cost of \$49,124.00 plus title fees, applicable taxes and equipment purchases not to exceed \$58,000.00.

# TOM CLUSIAU'S

CHRYSLER 

Dodge 

Jeep 

GMC

G. R CUSTOMER: Police Dept. SALES PERSON: Brian Haebing DATE: 1/19/12

DESCRIPTION:

2012 Dodge Durango SXT AWD

YEAR	MAKE	MODEL	ENGINE	TRANSMISSION		
2012	Dodge	Durango	3.6 V-6	Automatic		
WHEEL BASE	AXLE	SEATING	EXT COLOR	INT COLOR	TIRE SIZE	
		5				

SPECIAL BID PRICE: \$ 26,993

INCLUDED OPTIONS

Enclosed are list of STD OPTIONS ON model WDEL75	only add was daytime running lamps	\$ 36 <sup>00</sup>
--	---------------------------------------	---------------------

AVAILABLE OPTIONS WITH ADDITIONAL COST

COST

* Includes SKIN Plate Pkg - ADL	223 <sup>00</sup>
Trailer Tow Group - AAA	619 <sup>00</sup>

TOTAL \$ 26,993

THANK YOU FOR YOU BUSINESS!

any applicable  
fees

Prepared For:  
STEVE  
GRAND RAPIDS POLICE

Prepared By:  
BOB O'HARA  
MIKE MOTORS  
908 E SHERIDAN ST  
ELY, MN 55731  
Phone: (218) 365-6156  
Fax: (218) 365-6340  
Email: rwohara01@aol.com cell  
218-349-8955

218-326-7610

2012 Fleet/Non-Retail Dodge Charger 4dr Sdn Police RWD LDDE48

**PRICING SUMMARY**

**PRICING SUMMARY - 2012 Fleet/Non-Retail LDDE48 4dr Sdn Police RWD**

	<i>Inv-CMA</i>	<i>MSRP</i>
Base Price	\$28,519.00	\$29,770.00
Total Options:	\$520.00	\$585.00
Vehicle Subtotal	\$29,039.00	\$30,355.00
Advert/Adjustments	\$0.00	\$0.00
Destination Charge	\$925.00	\$925.00
<b>GRAND TOTAL</b>	<del>\$29,964.00</del>	<del>\$31,280.00</del>

NET PRICE

\$22131.00

Report content is based on current data version referenced. Any performance-related calculations are offered solely as guidelines. Actual unit performance will depend on your operating conditions.

GM AutoBook, Data Version: 206.0, Data updated 1/4/2012 11:51:00 AM  
©Copyright 1986-2005 Chrome Systems Corporation. All rights reserved.

Customer File:



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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 10-0899      **Version:** 1      **Name:** Primary Elections  
**Type:** Agenda Item      **Status:** Held in Council  
**File created:** 7/29/2010      **In control:** Administration  
**On agenda:**      **Final action:** 7/29/2010  
**Title:** Adopt a resolution establishing a Primary Election for the City of Grand Rapids.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Postponed	

Adopt a resolution establishing a Primary Election for the City of Grand Rapids.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0037      **Version:** 1      **Name:** Amended PILOT Agreement with PUC  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 1/8/2012      **In control:** Administration  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Consider approving a resolution to amend Resolution No. 12-15-09-05 that established the Agreement Between the Grand Rapids Public Utilities Commission and the City of Grand Rapids for In Lieu of Tax Payments and Utility Supplied Services.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [PILOT Agreementt Amendment Draft \(1\).pdf](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Consider approving a resolution to amend Resolution No. 12-15-09-05 that established the Agreement Between the Grand Rapids Public Utilities Commission and the City of Grand Rapids for In Lieu of Tax Payments and Utility Supplied Services.

**Background Information:**

The City of Grand Rapids adopted a resolution on December 14, 2009 to establish an Agreement Between the Grand Rapids Public Utilities Commission and the City of Grand Rapids for a new PILOT calculation and payment. That Agreement started January 1, 2010, and the new calculation for the PILOT was the gross retail electric sales kilowatt hours multiplied by 4.84 mills (a mill is one-tenth of a cent). If that amount was ever less than \$823,000, the dollar amount of the PILOT would be \$823,000.

The new Agreement will begin on January 1, 2013, and the new calculation to determine the PILOT will be gross retail electric sales kilowatt hours multiplied by 5.00 mills. If that amount is less than \$868,000, the dollar amount of the PILOT shall be \$868,000

**Requested City Council Action**

Consider approving a resolution to amend Resolution No. 12-15-09-05 that established the Agreement Between the Grand Rapids Public Utilities Commission and the City of Grand Rapids for In Lieu of Tax Payments and Utility Supplied Services.

RESOLUTION NO. 01-10-2012-01

RESOLUTION TO AMEND RESOLUTION NO. 12-15-09-05 THAT ESTABLISHED THE AGREEMENT BETWEEN THE GRAND RAPIDS PUBLIC UTILITIES COMMISSION AND THE CITY OF GRAND RAPIDS FOR IN LIEU OF TAX PAYMENTS AND UTILITY SUPPLIED SERVICES

WHEREAS, The Grand Rapids Public Utilities Commission, hereinafter referred to as GRPUC, and the City of Grand Rapids, hereinafter referred to as City previously adopted Resolution No. 12-15-09-05 establishing the Agreement between the GRPUC and City for in lieu of tax payments and utilities supplied services, and

WHEREAS, The City has requested an increase in the mills rate per kilowatt hour used in the calculation of the annual amount of payment in lieu of taxes and further requested an increase of \$45,000.00 in the minimum annual amount of payment in lieu of taxes, and

WHEREAS, The GRPUC desires to grant the City's request to increase the mills rate per kilowatt hour used in the calculation of the annual amount of payment in lieu of taxes and the request to increase the minimum annual amount of payment in lieu of taxes by \$45,000;

NOW, THEREFORE, BE IT RESOLVED by the GRPUC that enumerated items number 2 and number 3 of Resolution No. 12-15-09-05 are hereby amended to read as follows:

2. Beginning January 1, 2013, the gross retail electric sales kilowatt hours will be multiplied by 5.00 mills. (a mill is one-tenth of a cent) to determine the dollar amount of in lieu of tax payments to be distributed to the City.
3. If the amount determined in Number 2 above is less then \$ 868,000.00, the dollar amount of in lieu of tax payments to be distributed to the City shall be \$ 868,000.00.

BE IT FURTHER RESOLVED, That either party to this Amendment may, at any time, request modification of the terms of this Amendment by notification, in writing to the other party. The notified party agrees to meet and confer regarding the requested modification. This Amendment shall be subject to review by the GRPUC and City forty eight (48) months from adoption.

BE IT FURTHER RESOLVED, That this Amendment shall become effective and be in full force and effect following agreement to and adoption by the Grand Rapids City Council.

Adopted by the Grand Rapids Public Utilities Commission this 10<sup>th</sup> day of January, 2012.

Attest:

\_\_\_\_\_  
Glen Hodgson  
Secretary

\_\_\_\_\_  
Stephen Welliver  
President

Agreed to and adopted by the City of Grand Rapids this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

Attest:

\_\_\_\_\_  
Shawn Gillen  
City Administrator

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0115      **Version:** 1      **Name:** Board & Commissions Appointments  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/21/2012      **In control:** Administration  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Appointments to Boards & Commissions.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Board of Appeal & Equalization](#)  
[Golf Board](#)  
[GREDA](#)  
[Human Rights Applicants](#)  
[Human Rights Applicants 2](#)  
[Human Rights Applicants 3](#)  
[Human Rights Applicant 4](#)  
[Park-Rec-Civic Center Board](#)  
[Police Civil Service](#)  
[PUC](#)  
[PUC Applicant-Don Evans](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Appointments to Boards & Commissions.

**Background Information:**

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

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

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

**Golf Course Board:**

2 vacancies / 1 applicant  
 Appoint one with term to expire March 1, 2015

**Human Rights Commission:**

2 vacancies / 5 applicants



Appoint 2 with terms to expire March 1, 2015

**Police Civil Service Commission:**

1 vacancy / 1 applicant

Appoint one with term to expire March 1, 2015

**Public Utilities Commission:**

1 vacancy / 2 applicants

Appoint one with term to expire March 1, 2015

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

**Board of Appeal and Equalization:**

1 vacancy / 1 applicant

Appoint one with term to expire March 1, 2015

**Grand Rapids Economic Development Authority:**

1 vacancy / 1 applicant

Appoint one with term to expire March 1, 2018

**Park/Rec/Civic Center Board:**

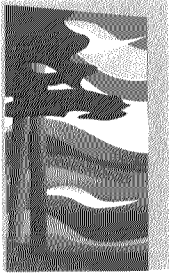
3 vacancies / 3 applicants

Appoint three with terms to expire March 1, 2015

Documentation regarding applicants has been attached for review.

**Requested City Council Action**

Appoint or reappoint members to various Boards & Commissions.



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

ADMINISTRATION DEPARTMENT

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

November 1, 2011

Jim Denny  
1204 NE 7<sup>th</sup> Avenue  
Grand Rapids, MN 55744

Re: Board & Commission Term Expirations

Dear Jim,

Your term of office on the Board of Appeal & Equalization expires on March 1, 2012.

Current policies indicate that you are eligible to continue service on this Board. In order to proceed with our appointment process and advertise for vacant positions, we need to know your wishes regarding re-appointment to this Board.


Please indicate your wishes on being reappointed, and return this letter to the Administration Office by January 31, 2011.

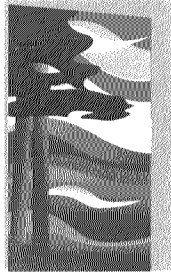
Yes, I am interest in being reappointed.

No, I am not interested in being reappointed.

Thank you for your dedicated service to the City of Grand Rapids.

Sincerely,

  
Kimberly Johnson-Gibeau  
City Clerk



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

ADMINISTRATION DEPARTMENT

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

November 1, 2011

Jeff Ericson  
20569 Mishawaka Shores Circle  
Grand Rapids, MN 55744

Re: Board & Commission Term Expirations

Dear Jeff,

Your term of office on the Pokegama Golf Board expires on March 1, 2012.

Current policies indicate that you are eligible to continue service on this Board. In order to proceed with our appointment process and advertise for vacant positions, we need to know your wishes regarding re-appointment to this Board.

Please indicate your wishes on being reappointed, and return this letter to the Administration Office by January 31, 2011.

Yes, I am interest in being reappointed.

No, I am not interested in being reappointed.

Thank you for your dedicated service to the City of Grand Rapids.

Sincerely,

  
Kimberly Johnson-Gibeau  
City Clerk

## Kim Johnson-Gibeau

---

**From:** Michael G. Stefan [michaels@woodlandbank.com]  
**Sent:** Wednesday, November 09, 2011 3:47 PM  
**To:** Kim Johnson-Gibeau

Kim,

I received your letter about continuing on as a GREDA commissioner. I would like to continue on. I don't know what happened to the letter, but I will be in city hall tomorrow afternoon for a GREDA meeting and could sign a new one if you would like.

Let me know if that will work.

Thanks

Mike

Michael Stefan  
V.P. Mortgage Lending  
NMLS# 658407  
Woodland Bank# 561743

[michaels@woodlandbank.com](mailto:michaels@woodlandbank.com)

Office 218.327.4000

Cell 612.310.5049

Fax 218.327.4011

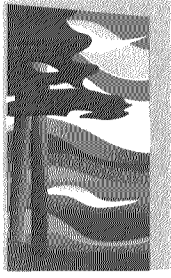
2610 Pokegama Ave. So.

PO Box 5010

Grand Rapids, MN 55744

Visit us at [www.woodlandbank.com](http://www.woodlandbank.com)

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

ADMINISTRATION DEPARTMENT

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

November 1, 2011

Andrew Mundt  
PO Box 283  
Grand Rapids, MN 55744

Re: Board & Commission Term Expirations

Dear Andrew,

Your term of office on the Human Rights Commission expires on March 1, 2012.

Current policies indicate that you are eligible to continue service on this Commission. In order to proceed with our appointment process and advertise for vacant positions, we need to know your wishes regarding re-appointment to this Commission.

Please indicate your wishes on being reappointed, and return this letter to the Administration Office by January 31, 2011.

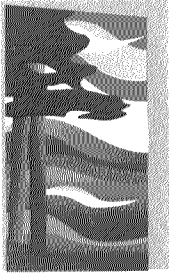
Yes, I am interest in being reappointed.

No, I am not interested in being reappointed.

Thank you for your dedicated service to the City of Grand Rapids.

Sincerely,

  
Kimberly Johnson-Gibeau  
City Clerk



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

ADMINISTRATION DEPARTMENT

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

November 1, 2011

Jeff Wartchow  
 316 NE 8<sup>th</sup> Street  
 Grand Rapids, MN 55744

Re: Board & Commission Term Expirations

Dear Jeff,

Your terms of office on the Central School Commission and the Human Rights Commission expire on March 1, 2012.

Current policies indicate that you are eligible to continue service on both of these Commissions. In order to proceed with our appointment process and advertise for vacant positions, we need to know your wishes regarding re-appointment to either of these Commissions.


Please indicate your wishes on being reappointed, and return this letter to the Administration Office by January 31, 2011.

Yes, I am interest in being reappointed to HUMAN RIGHTS COMMISSION &/or \_\_\_\_\_.

No, I am not interested in being reappointed to CENTRAL School COMMISSION &/or \_\_\_\_\_.

Thank you for your dedicated service to the City of Grand Rapids.

Sincerely,

  
 Kimberly Johnson-Gibeau  
 City Clerk

RECEIVED

FEB 11 2012

CITY OF GRAND RAPIDS  
ADMINISTRATION



**CITY OF GRAND RAPIDS  
APPLICATION FOR CITY BOARDS AND COMMISSIONS**

**NOTE:** As an applicant for a City Board or Commission, your name, address, and phone number will be available to the press and the public. You will be contacted regarding action taken on your appointment.

(Please type or print clearly.)

Name: Manuel Colunga-Hernandez Date: 11 Feb 2012

Address: 48121 Silver Spider Forge Rd. Phone: 218-659-2629  
Deer River MN 56636-2590

I am interested in serving on the following Board or Commission for the City of Grand Rapids.

Human Rights Commission

Occupation: Artist / metalsmith  
(If retired, please indicate former occupation/profession)

Education: LPN - South Dakota Blk West Tech 1979  
3 sem college - Classical Greek, Zoology, Anishanabe  
Studies - Ojibwe

Professional and/or community activities: Black Hills Alliance coordinating  
Committee, Free Press (Free Press Project), Aion Press -  
Free Press Project, Various political (Democratic) actions since  
1968

Please include a brief statement on qualifications: As a member of a 'minority  
community' I have been on the receiving end of many actions  
as well as actions involving human rights issues. I have been  
an ordained minister since 1979, and for over 30 years an activist,

Please return this form to:

City Administration Office  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

for Human Rights

Manuel Colunga-Hernandez  
Signature of Applicant

RECEIVED

FEB 2012

CITY OF GRAND RAPIDS  
ADMINISTRATION



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

CITY OF GRAND RAPIDS  
APPLICATION FOR CITY BOARDS AND COMMISSIONS

**NOTE:** As an applicant for a City Board or Commission, your name, address, and phone number will be available to the press and the public. You will be contacted regarding action taken on your appointment.

(Please type or print clearly.)

Name: Laura Tuman Date: 2-10-12

Address: 2009 River Rd Phone: 327-1215  
Grand Rapids, MN

I am interested in serving on the following Board or Commission for the City of Grand Rapids.

Human Rights

Occupation: Journeyman Millwright  
(If retired, please indicate former occupation/profession)

Education: 1985 Graduate of Moorhead  
Senior High - 2 yrs at Moorhead  
State University

Professional and/or community activities: I am a volunteer  
at Murphy Elementary & also for  
the Knowledge base at RSEM & Bridges  
Kinship mentor

Please include a brief statement on qualifications: Just a  
genuine care & concern for people,  
Also have read the Universal  
Declaration of Human Rights.

Please return this form to:

City Administration Office  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

Laura Tuman  
Signature of Applicant





RECEIVED

AUG 13 2010

CITY OF GRAND RAPIDS  
ADMINISTRATION

CITY OF GRAND RAPIDS  
APPLICATION FOR CITY BOARDS AND COMMISSIONS

**NOTE:** As an applicant for a City Board or Commission, your name, address, and phone number will be available to the press and the public. You will be contacted regarding action taken on your appointment.

(Please type or print clearly.)

Name: MELISSA WEIDENDORF Date: 8/13/10

Address: 2901 MIDWAY LN. Phone: 218-256-5068  
GRAND RAPIDS MN  
55744

I am interested in serving on the following Board or Commission for the City of Grand Rapids.

HUMAN RIGHTS COMMISSIONER

Occupation: CASE MANAGER  
(If retired, please indicate former occupation/profession)

Education: BACHELORS IN PSYCHOLOGY FROM  
MINNESOTA STATE

Professional and/or community activities: HOMELESS CASE MGR  
FOR AEDA, BOARD MEMBER OF MISSISSIPPI  
MELOPHE SHOWBOAT

Please include a brief statement on qualifications: WORK IN MY  
COMMUNITY WITH PEOPLE IN POVERTY, ALSO  
HAVE WORKED WITH PEOPLE WITH MENTAL  
ILLNESS ON 5<sup>TH</sup> FLOOR OF HARBING HOSPITAL.

Please return this form to:

City Administration Office  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

Signature of Applicant

ADVOCATE FOR ANYONE  
WHO NEEDS HELP.  
I ALSO HAVE A  
KEEN INTEREST IN  
SOCIAL JUSTICE.

## Kim Johnson-Gibeau

---

**From:** Justin Lamma [Justin.Lamma@itascacc.edu]  
**Sent:** Wednesday, February 08, 2012 12:29 PM - Park/Reel/Care Center  
**To:** Kim Johnson-Gibeau; Michele Palkki  
**Subject:** term

Hello-

I would be willing to do another term.

Justin

## Kim Johnson-Gibeau

---

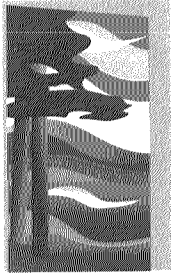
**From:** Oleheiser [solys@mchsi.com]  
**Sent:** Wednesday, February 08, 2012 12:27 PM  
**To:** Kim Johnson-Gibeau  
**Cc:** Michele Palkki  
**Subject:** Board term

I am interested in another term on the civic center an park-rec board

Thanks

Steve Oleheiser

Sent from my iPhone



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

ADMINISTRATION DEPARTMENT

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

November 1, 2011

Tina Glorvigan  
31732 Apache Drive  
Grand Rapids, MN 55744

Re: Board & Commission Term Expirations

Dear Tina,

Your term of office on the Park/Rec/Civic Center Board expires on March 1, 2012.

Current policies indicate that you are eligible to continue service on this Board. In order to proceed with our appointment process and advertise for vacant positions, we need to know your wishes regarding re-appointment to this Board.

Please indicate your wishes on being reappointed, and return this letter to the Administration Office by January 31, 2011.

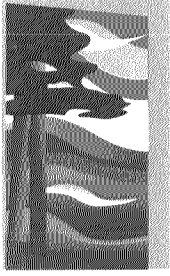
Yes, I am interest in being reappointed.

No, I am not interested in being reappointed.

Thank you for your dedicated service to the City of Grand Rapids.

Sincerely,

  
Kimberly Johnson-Gibeau  
City Clerk



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

ADMINISTRATION DEPARTMENT

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

November 1, 2011

Wanda Bunes  
1708 Fraser Drive  
Grand Rapids, MN 55744

Re: Board & Commission Term Expirations

Dear Wanda,

Your term of office on the Police Civil Service Commission expires on March 1, 2012.

Current policies indicate that you are eligible to continue service on this Commission. In order to proceed with our appointment process and advertise for vacant positions, we need to know your wishes regarding re-appointment to this Commission.

Please indicate your wishes on being reappointed, and return this letter to the Administration Office by January 31, 2011.

Yes, I am interest in being reappointed.

No, I am not interested in being reappointed.

Thank you for your dedicated service to the City of Grand Rapids.

Sincerely,

  
Kimberly Johnson-Gibeau  
City Clerk

## Kim Johnson-Gibeau

---

**From:** Glen Hodgson [Glen.Hodgson@itascacc.edu]  
**Sent:** Monday, January 09, 2012 3:16 PM  
**To:** Kim Johnson-Gibeau  
**Subject:** PUC Appointment

Ms. Johnson-Gibeau:

Please accept this email as my request to be reappointed to the Grand Rapids Public Utilities Commission, and please pass my request on to Mayor Adams.

In the interest of full disclosure, please also note and pass on to the Mayor that if I am reappointed, I will miss the first two meetings (March and April) of my new term. My work at ICC requires that I spend those two months in Europe, so I will be unavailable those months.

Thank you.

Glen

RECEIVED

FEB 22 2012

CITY OF GRAND RAPIDS  
ADMINISTRATION



CITY OF GRAND RAPIDS  
APPLICATION FOR CITY BOARDS AND COMMISSIONS

**NOTE:** As an applicant for a City Board or Commission, your name, address, and phone number will be available to the press and the public. You will be contacted regarding action taken on your appointment.

(Please type or print clearly.)

Name: Donald D. Evans Date: 2-21-12

Address: 607 NW 5th St Phone: 218-326-0563  
Grand Rapids, MN 55744

I am interested in serving on the following Board or Commission for the City of Grand Rapids.

Public Utilities Commission

Occupation: Business Owner  
(If retired, please indicate former occupation/profession)

Education: BA degree in Banking & Finance  
Some graduate studies

Professional and/or community activities: Member of MN Professional  
Insurance Agents Association, Board Member - Elder  
At Community Presbyterian Church

Please include a brief statement on qualifications: Prior PUC commissioner  
Citizen of city of Grand Rapids for nearly 30 years

Please return this form to: City Administration Office  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

Signature of Applicant

RECEIVED

FEB 22 2012

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ADMINISTRATION



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Signature of Applicant





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 12-0128      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 2/22/2012      **In control:** Finance  
**On agenda:** 2/27/2012      **Final action:** 2/27/2012  
**Title:** Consider approving the verified claims for the period February 7, 2012 to February 27, 2012 in the total amount of \$398,337.58.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [02/27/2012 BILL LIST.pdf](#)

Date	Ver.	Action By	Action	Result
2/27/2012	1	City Council	Approved	Pass

Consider approving the verified claims for the period February 7, 2012 to February 27, 2012 in the total amount of \$398,337.58.

### **Requested City Council Action**

Consider approving the verified claims for the period February 7, 2012 to February 27, 2012 in the total amount of \$398,337.58.

COUNCIL BILL LIST - FEBRUARY 27, 2012

DATE: 02/23/2012  
 TIME: 13:40:09  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 02/27/2012

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
CITY WIDE		
0118625	ARROW EMBROIDERY	25.00
0300200	CDW GOVERNMENT INC	2,137.50
0801661	HARRIS	400.78
1309098	MINNESOTA DEPT OF ADMN	106.58
TOTAL CITY WIDE		2,669.86
ADMINISTRATION		
0612085	FLAHERTY & HOOD	250.76
1920240	STERLE LAW OFFICE	2,500.00
TOTAL ADMINISTRATION		2,750.76
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	25.40
0221650	BURGGRAF'S ACE HARDWARE INC	53.43
0315455	COLE HARDWARE INC	25.81
1801555	RAPID PEST CONTROL INC	64.12
1801610	RAPIDS PLUMBING & HEATING INC	135.00
1909510	SIM SUPPLY INC	242.14
2018680	TRU NORTH ELECTRIC LLC	113.63
2605225	ZEE SERVICE COMPANY	48.63
TOTAL BUILDING MAINTENANCE-CITY HALL		708.16
COMMUNITY DEVELOPMENT		
1309332	MN STATE RETIREMENT SYSTEM	1,284.64
TOTAL COMMUNITY DEVELOPMENT		1,284.64
COUNCIL/COMMISSION/BOARDS		
1920240	STERLE LAW OFFICE	2,500.00
TOTAL COUNCIL/COMMISSION/BOARDS		2,500.00
ENGINEERING		
1900225	SEH-RCM	4,762.50
TOTAL ENGINEERING		4,762.50

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 2

INVOICES DUE ON/BEFORE 02/27/2012

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FIRE		
0221650	BURGGRAF'S ACE HARDWARE INC	2,477.30
0312110	CLAREY'S SAFETY EQUIPMENT INC	62.05
0701650	GARTNER REFRIGERATION CO	501.50
1305060	MEDS-1 INC	459.00
1309180	MN STATE FIRE CHIEFS ASSOC	60.00
1401120	NATIONAL FIRE PROTECTION ASSOC	100.95
1415030	NORD AUTO PARTS	32.11
2300600	W.P. & R.S. MARS COMPANY	121.34
	TOTAL FIRE	3,814.25
INFORMATION TECHNOLOGY		
0122225	AVENET WEB SOLUTIONS	700.00
0300200	CDW GOVERNMENT INC	1,646.96
1309098	MINNESOTA DEPT OF ADMN	423.35
1618541	PRODUCTIVE CORPORATION	1,811.42
	TOTAL INFORMATION TECHNOLOGY	4,581.73
PUBLIC WORKS		
0103325	ACHESON TIRE COMPANY INC	20.00
0121721	AUTO VALUE - GRAND RAPIDS	622.90
0121725	AUTOMOTIVE ELECTRIC SERVICE	342.76
0221650	BURGGRAF'S ACE HARDWARE INC	24.57
0301685	CARQUEST AUTO PARTS	92.58
0315455	COLE HARDWARE INC	92.33
0401804	DAVIS OIL	371.36
0514802	ENVIROTECH SERVICES INC	5,539.38
0612083	FLAGSHIP RECREATION LLC	4,349.81
0800040	H & L MESABI	2,450.86
1415030	NORD AUTO PARTS	67.32
1415484	NORTHERN LIGHTS TRUCK	108.47
1415640	NORTRAX EQUIPMENT COMPANY	273.38
1618564	PRO-BUILD NORTH LLC	10.09
1621125	PUBLIC UTILITIES COMMISSION	4,828.52
2300600	W.P. & R.S. MARS COMPANY	74.02
2605225	ZEE SERVICE COMPANY	43.39
T000801	MN/DOT STATE SIGN SHOP	314.75
	TOTAL PUBLIC WORKS	19,626.49
FLEET MAINTENANCE		
0100030	ABM EQUIPMENT & SUPPLY INC	1,003.02

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 3

INVOICES DUE ON/BEFORE 02/27/2012

VENDOR #	NAME	AMOUNT DUE
-----		
GENERAL FUND		
FLEET MAINTENANCE		
0103325	ACHESON TIRE COMPANY INC	1,058.06
0121721	AUTO VALUE - GRAND RAPIDS	136.77
0301685	CARQUEST AUTO PARTS	227.61
1201850	LAWSON PRODUCTS INC	541.19
1301000	MAC TOOLS	1,266.45
1415030	NORD AUTO PARTS	140.12
1801232	RADKO IRON & SUPPLY INC	187.01
	TOTAL FLEET MAINTENANCE	4,560.23
POLICE		
0301685	CARQUEST AUTO PARTS	145.72
0601680	FASHION TO FIT	109.01
1309098	MINNESOTA DEPT OF ADMN	65.00
1309332	MN STATE RETIREMENT SYSTEM	1,384.62
1605665	PERSONNEL DYNAMICS, LLC	312.00
1801609	RAPIDS TOWING	140.00
	TOTAL POLICE	2,156.35
RECREATION		
0300200	CDW GOVERNMENT INC	1,435.84
	TOTAL RECREATION	1,435.84
AIRPORT		
0315455	COLE HARDWARE INC	22.64
0415550	DOOR SERVICE INC	90.00
1309360	MN DEPT OF TRANSPORTATION	2,126.00
1415640	NORTRAX EQUIPMENT COMPANY	36.21
	TOTAL	2,274.85
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	84.11
0205153	BECKER ARENA PRODUCTS INC	2,375.73
0221650	BURGGRAF'S ACE HARDWARE INC	63.57
0300200	CDW GOVERNMENT INC	1,435.84
0315455	COLE HARDWARE INC	54.48
0501656	THE EARTHGRAINS COMPANY INC	90.72

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

INVOICES DUE ON/BEFORE 02/27/2012

VENDOR #	NAME	AMOUNT DUE
-----		
CIVIC CENTER		
GENERAL ADMINISTRATION		
0605670	FERRELLGAS	581.40
0718035	GRAND RAPIDS GIRLS FASTPITCH	163.13
0920059	ITASCA COUNTY SHERIFFS DEPT	10.00
1105640	KERNEL CONCESSION SUPPLY	480.51
1201730	LATVALA LUMBER COMPANY INC.	9.71
1301168	MARKETPLACE FOODS	15.72
1415655	NORVEND INC	228.00
1421155	NUCH'S IN THE CORNER	67.93
1605611	PEPSI-COLA	2,703.13
1618568	PROGUARD SPORTS INC	75.80
1801610	RAPIDS PLUMBING & HEATING INC	137.55
1901535	SANDSTROM COMPANY INC	3,518.74
1909510	SIM SUPPLY INC	665.19
1915755	SOUTHWEST PTC	148.63
2116600	UPPER LAKE FOODS INC	1,107.59
2605225	ZEE SERVICE COMPANY	57.83
TOTAL GENERAL ADMINISTRATION		14,075.31
STATE HAZ-MAT RESPONSE TEAM		
0300200	CDW GOVERNMENT INC	1,435.84
1309495	MINUTEMAN PRESS	204.62
TOTAL		1,640.46
DOMESTIC ANIMAL CONTROL FAC		
0705531	GENERAL PET SUPPLY	84.00
TOTAL		84.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-IT DEPT		
0400015	D.C.R. COMMUNICATIONS INC	730.92
TOTAL CAPITAL OUTLAY-IT DEPT		730.92
AIRPORT CAPITAL IMPRV PROJECTS		
2011 CIP		
0512210	ELECTRICAL SYSTEMS INC	5,911.00
2000425	TKDA	658.20

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 02/27/2012

VENDOR #	NAME	AMOUNT DUE
-----		
AIRPORT CAPITAL IMPRV PROJECTS		
2011 CIP		
	TOTAL 2011 CIP	6,569.20
2011 LAND ACQUISITION		
1618579	PROSOURCE TECHNOLOGIES INC	316.40
	TOTAL 2011 LAND ACQUISITION	316.40
2010 INFRASTRUCTURE BONDS		
RROAD CROSSING PJT		
1900225	SEH-RCM	907.50
	TOTAL RROAD CROSSING PJT	907.50
2004-2B MULTI USE TRAIL		
1900225	SEH-RCM	135.00
	TOTAL 2004-2B MULTI USE TRAIL	135.00
2011 INFRASTRUCTURE BONDS		
2010-3 19TH AVE NW		
1900225	SEH-RCM	2,249.50
2018127	TRANSIGNAL LLC	7,533.11
	TOTAL 2010-3 19TH AVE NW	9,782.61
2012 INFRASTRUCTURE BONDS		
2004-3 SE 4TH STREET		
1900225	SEH-RCM	12,816.00
	TOTAL 2004-3 SE 4TH STREET	12,816.00
HORSESHOE IMPROVEMENTS		
0920055	ITASCA COUNTY RECORDER	66.00
1900225	SEH-RCM	6,427.50
	TOTAL HORSESHOE IMPROVEMENTS	6,493.50
2011-4 HORSESHOE/ISLEVIEW		

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 6

INVOICES DUE ON/BEFORE 02/27/2012

VENDOR #	NAME	AMOUNT DUE
-----		
2012	INFRASTRUCTURE BONDS	
2011-4	HORSESHOE/ISLEVIEW	
0218115	BRAUN INTERTEC CORPORATION	316.00
0920055	ITASCA COUNTY RECORDER	966.00
1900225	SEH-RCM	6,146.75
	TOTAL 2011-4 HORSESHOE/ISLEVIEW	7,428.75
STORM WATER UTILITY		
1621125	PUBLIC UTILITIES COMMISSION	104.21
1900225	SEH-RCM	105.00
	TOTAL	209.21
	TOTAL UN-PAID TO BE APPROVED	114,314.52
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0109645	AIR ESPRESSO	106.56
0114210	D. ANDERSON - CHANGE FUND	3,600.00
0215800	CITY OF BOVEY	210.31
0305530	CENTURYLINK INC	268.08
0315454	TRAVIS COLE	119.91
0405200	CITY OF DEER RIVER	213.00
0405305	LYNN DEGRIO	40.00
0409655	TIMOTHY DIRKES	40.00
0612224	FLEET SERVICES	2,852.37
0709455	SHAWN GILLEN	382.58
0712550	GLOBE DRUG/MEDICAL EQUIP	9.34
0717996	GRAND ITASCA CLINIC	93.75
0717997	GRAND ITASCA HOSPITAL	202.26
0718015	GRAND RAPIDS CITY PAYROLL	212,617.91
0718070	GRAND RAPIDS STATE BANK	112.71
0809445	CITY OF HILL CITY	229.78
0900060	ICTV	6,356.49
0920055	ITASCA COUNTY RECORDER	92.00
0920059	ITASCA COUNTY SHERIFFS DEPT	1,585.56
1101645	LASHA KARELS	40.00
1201402	LAKE COUNTRY POWER	24.05
1305060	MEDS-1 INC	492.25
1309199	MINNESOTA ENERGY RESOURCES	5,606.78
1309291	MN POLLUTION CONTROL AGENCY	187.50
1309304	MN DEPT OF PUBLIC SAFETY	100.00
1309335	MINNESOTA SALES & USE TAX	3,150.05
1415026	MICHELLE NORRIS	23.97
1415530	NORTHLAND COUNSELING CENTER	324.82
1415542	NORTHLAND EAR, NOSE & THROAT	120.23

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 02/27/2012

VENDOR #	NAME	AMOUNT DUE
-----		
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1503151	OCCUPATION DEVELOPMENT CENTER	43.00
1518550	MATTHEW O'ROURKE	40.00
1518725	ORTHOPAEDIC ASSOC OF DULUTH PA	385.01
1609561	PIONEER TELEPHONE	11.01
1621125	PUBLIC UTILITIES COMMISSION	1,234.40
1621130	P.U.C.	26,251.73
1809149	MICHAEL RICE	703.78
1909500	TONY SIMONSON	19.00
2000100	TASC	30.15
2000490	TDS Metrocom	1,896.58
2114360	UNITED PARCEL SERVICE	153.07
2209665	VISA	1,803.85
2209705	VISIT GRAND RAPIDS	12,183.11
2301700	WASTE MANAGEMENT	66.11
	TOTAL PRIOR APPROVAL	284,023.06
	TOTAL ALL DEPARTMENTS	398,337.58