



CITY OF GRAND RAPIDS

CITY COUNCIL
CHAMBERS
420 NORTH POKEGAMA
AVE.

Meeting Agenda Full Detail City Council

Monday, November 28, 2011

5:00 PM

City Hall Council Chambers

AMENDED MEETING WILL BEGIN FOLLOWING WORKSESSION

5:00 p.m. CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, November 28, 2011, at 5:15 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

5:01 p.m. CALL OF ROLL

5:02 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.

5:03 p.m. PUBLIC FORUM

5:08 p.m. COUNCIL REPORTS

5:10 p.m. APPROVAL OF MINUTES

11-1907

Approve Council minutes for Monday, November 14, 2011 regular meeting and Monday, November 21, 2011 special meeting.

Attachments: [November 14, 2011 Regular Meeting](#)
[November 21, 2011 Special Meeting](#)

5:11 p.m. CONSENT AGENDA

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

1. 11-1904

Approve new liquor license for 2012 for Thunder Alley XL, previously known at Midway Bowl.

-
2. **11-1905** Approve issuance of 2012 liquor license renewal as described in the attachment, contingent upon receipt of fees and all required documentation.
Attachments: [LIQUOR LICENSE RENEWAL List 2 for Council](#)
 3. **11-1906** Approve theatre license renewal for Mann Theatres Inc. located at 113 21st. Street SE, Grand Rapids, MN. for the period January 1, 2012 through December 31, 2012.
 4. **11-1908** Consider approving a Mortgage Satisfaction for the GREDA Commercial Building Improvement Loan (CBIL) to laizzo
Attachments: [satisfactionofmortgage.pdf](#)
 5. **11-1909** Approve the hiring of part time employees with the Grand Rapids Park and Recreation Department
 6. **11-1910** Request by the Grand Rapids Police Department to sell impounded vehicles at the Minnesota DNR Auction, located in the City of Grand Rapids, on December 3, 2011.
 7. **11-1911** Request by the Grand Rapids Police Department to consider approving a Resolution and authorize the Grand Rapids City Mayor, Grand Rapids Police Chief to sign the attached amendment to the Joint Powers Agreement between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension and the City of Grand Rapids, Police Department.
Attachments: [ICAC Amendment.pdf](#)
[Microsoft Word - Amended MN Joint Powers Res.pdf](#)
 8. **11-1914** Waiving the statutory tort liability to the extent of the coverage purchased.
Attachments: [Liability Coverage Waiver Form](#)
 9. **11-1917** Approve new liquor license for 2012 for S. Bastian Companies, LLC dba Pokegama Grill, located at 3910 Golf Course Road, Grand Rapids, MN. pending receipt of all required documentation.
 10. **11-1923** \$50 donation from David and Peggy Prestidge to be used for the Fire Department Fire Prevention and Education Program.
Attachments: [Prestidge Donation.pdf](#)
 11. **11-1925** Approve the hiring of a temporary employee with the IRA Civic Center and Grand Rapids Sports Complex beginning November 29, 2011.
 12. **11-1926** Entering into rental agreements with area businesses for advertising at the IRA Civic Center.
Attachments: [Blandin Paper Company-dasher board-2012-13-need signatures](#)
[Blandin Paper Company-wall sign-2012-13-need signatures](#)
 13. **11-1927** Purchase of permanent easement from Victor Jarvi

Attachments: [11-28-11 Attachement Mornes Road Easement.pdf](#)

14. **11-1928** Work Order 4 related to CP 2010-3, 19th Avenue NW Rail Crossing Improvements/Closures.
Attachments: [11-28-11 Attachment CP 2010-3 WO 4.pdf](#)
15. **11-1930** Work Order 3 related to CP 2011-4, Horseshoe/Isleview Reconditioning Project.
Attachments: [11-28-11 Attachment CP 2011-4 WO 3.pdf](#)
16. **11-1912** Accept the resignation of Matthew R. Gookins from the position of Police Officer with the Grand Rapids Police Department.
Attachments: [Gookins resignation](#)
17. **11-1915** Consider entering into a Settlement and Release Agreement Between City of Grand Rapids, Minnesota, Law Enforcement Labor Services, Inc. and Michelle Norris.
Attachments: [Norris Settlement Agreement](#)
18. **11-1916** Approval of the 2012-2014 Clerical Union Collective Bargaining Agreement.
19. **11-1919** Approval of the 2012-2014 Public Works Collective Bargaining Agreement.
20. **11-1931** Memorandum of Understanding by and between the City of Grand Rapids and Local 49 of the International Union of Operating Engineers, affiliated with the American Federation of Labor and Congress of Industrial Organizations on behalf of the City of Grand Rapids public works bargaining unit.
21. **11-1932** Memorandum of Understanding by and between the City of Grand Rapids and Local 49A of the International Union of Operating Engineers, affiliated with the American Federation of Labor and Congress of Industrial Organizations on behalf of the City of Grand Rapids clerical bargaining unit.
- 21a. **11-1933** Authorize the City of Grand Rapids to apply for health and wellness grant from Itasca County Health Fund.

5:14 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.

5:15 ACKNOWLEDGE BOARDS & COMMISSIONS
p.m.

22. **11-1920** Acknowledge minutes for Boards & Commissions.

Attachments: [October 12, 2011 PUC](#)
[October 20, 2011 Central School Minutes](#)
[November 3, 2011 Golf Board Special Mtg](#)
[October 26, 2011 Human Rights meeting](#)
[August 18, 2011 Central School Minutes](#)
[August 29, 2011 Special-Central School Meeting](#)
[September 23, 2011 Central School Special Meeting](#)

5:16 DEPARTMENT HEAD REPORT
p.m.

23. **11-1924** Library - Marcia Anderson

Attachments: [Library Department Head Report Nov 2011](#)

5:26 PUBLIC WORKS DEPARTMENT
p.m.

24. **11-1913** Consider passing a resolution to enter into the proposed Routine Maintenance Agreement No. 00236 between the Minnesota Department of Transportation and the City of Grand Rapids for the amount of \$46,326.60 (Fiscal Year 2012 - \$23,163.30 and Fiscal Year 2013 - \$23,163.30) and authorize the Mayor to sign the attached resolution.

Attachments: [2012-13 MNDOT Routine Maint Agreement 00236.pdf](#)
[2012-13 MNDOT Routine Maint Agreement Resolution.pdf](#)

5:45 VERIFIED CLAIMS
p.m.

25. **11-1929** Consider approving the verified claims for the period November 8, 2011 to November 21, 2011 in the total amount of \$334,745.08.

Attachments: [11/28/2011 BILL LIST.pdf](#)

5:50 ADJOURNMENT
p.m.

NEXT REGULAR MEETING IS SCHEDULED FOR DECEMBER 12, 2011, 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

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1907 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Passed
File created: 11/21/2011 **In control:** Administration
On agenda: 11/28/2011 **Final action:** 11/28/2011
Title: Approve Council minutes for Monday, November 14, 2011 regular meeting and Monday, November 21, 2011 special meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [November 14, 2011 Regular Meeting](#)
[November 21, 2011 Special Meeting](#)

Date	Ver.	Action By	Action	Result
11/28/2011	1	City Council		

Title

Approve Council minutes for Monday, November 14, 2011 regular meeting and Monday, November 21, 2011 special meeting.



CITY OF GRAND RAPIDS

CITY COUNCIL
CHAMBERS
420 NORTH POKEGAMA
AVE.

Minutes - Final - Draft City Council

Monday, November 14, 2011

5:00 PM

City Hall Council Chambers

5:00 p.m. CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, November 14, 2011 - 5:00 p.m. in Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

5:01 p.m. CALL OF ROLL

Present 4 -

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

Absent 1 -

Councilor Dale Christy

5:02 p.m. PRESENTATIONS/PROCLAMATIONS

Officer Timothy Dirkes takes the Oath of Office for the Grand Rapids Police Department.

Letter of appreciation from Darrell & Sandy Sampson.

Mayor Adams reviews letter from Mr. & Mrs. Sampson commending City staff.

MEETING PROTOCOL POLICY

5:04 p.m. PUBLIC FORUM

5:10 p.m. COUNCIL REPORTS

5:12 p.m. APPROVAL OF MINUTES

Approve Council minutes for October 24, 2011 Regular Meeting and October 28, 2011 Special Meeting.

A motion was made by Councilor Gary McInerney, seconded by Councilor Ed

Zabinski, to approve Council minutes for October 24, 2011 Regular meeting and October 28, 2011 Special Meeting as presented. The motion PASSED by unanimous vote.

5:13 CONSENT AGENDA
p.m.

Table item 18, ad 20a

A motion was made by Councilor Chandler, seconded by Councilor McInerney, to approve the Consent agenda as amended with the addition of item 20a and pulling item 18, including adoption of the following resolutions:

Resolution 11-103 - Agency Agreement between the State of Minnesota and City of Grand Rapids.

Resolution 11-104 - Requesting advancement of 2012 MSAS Construction allocation to 2011.

The motion carried by the following vote.

Aye 4 -

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

1

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

2

Approve issuance of 2012 liquor license renewal as described in the attachment, contingent upon receipt of fees and all required documentation.

3

Consider entering into an Agreement for Consulting Services for an actuarial study with Hildi Incorporated for \$1,700 plus out-of-pocket costs.

4

Consider approving the list of part-time intermittent maintenance workers for the 2011-12 snow removal season.

5

Approve the hiring of a temporary employee with the IRA Civic Center and Grand Rapids Sports Complex beginning November 15, 2011.

6

Temporary Employee

7

An agency agreement between the State and the City.

8

Change Order 4, 5, and Final Payment on CP 2003-6, 3rd Avenue NE Rail Crossing Improvements/Closures.

9

Change Order 6, 7, and Final Payment related to CP 2004-2B, TH 169 Multi-Use Trail, Phase 2.

10

Work Order 2 and 3 related to CP 2010-3, 19th Avenue NW Rail Crossing Improvement/Closures.

- 11 Supplemental Agreement 2 related to CP 2011-4, Horseshoe/Isleview Reconditioning Project.
- 12 Change Order 1 related to CP 2014-1, 1st Avenue NE Reconstruct
- 13 Purchase of permanent easement from Todd and Mary Holzemer.
- 14 Consider hiring Tom Pitts as a temporary GIS Assistant and Part-time Snowplow Driver at \$13.75 per hour.
- 15 Accept the resignation of David Protelsch from the position of Fire Department Hazmat Officer and authorize filling the vacancy.
- 16 Accept the resignation of Marty Cole from the position of Firefighter effective October 25, 2011.
- 17 Purchase of paid-up life policy for William Block.
- 18 A petition for improvements on CP 2012-5, Elida Drive Extension.
- 19 A resolution requesting advancement of 2012 MSAS Construction allocation to 2011.
- 20 Consider authorizing Mayor Adams to sign Business Associate Agreement between A.T. Group, LLC and City of Grand Rapids.
- 20a Consider approving Brian Maas as a part-time intermittent maintenance worker for the 2011-12 snow removal season.

5:18 p.m. SETTING OF REGULAR AGENDA

A motion was made by Councilor Ed Zabinski, seconded by Councilor Joe Chandler to approve the regular agenda as presented. The motion PASSED by unanimous vote.

5:19 p.m. ACKNOWLEDGE BOARDS & COMMISSIONS

- 21 Acknowledge minutes for Boards & Commissions.

Acknowledged the following minutes for Boards & Commissions:

PUC:

January 20, 2011, February 15, 2011, February 15, 2011 Special Meeting, February 23, 2011 Special Meeting, March 16, 2011 Special Meeting, March 16, 2011, April 13, 2011, May 11, 2011, June 15, 2011, June 29, 2011 Special Meeting, July 13, 2011,

*August 8, 2011 Special Meeting, August 10, 2011, August 29, 2011 Special Meeting,
September 14, 2011*

Central School: September 15, 2011, September 23, 2011 Special Meeting

5:20 DEPARTMENT HEAD REPORT
p.m.

Pokegama Golf Course - Bob Cahill

Received and Filed

5:30 FINANCE DEPARTMENT
p.m.

- 23 Consider adopting a resolution awarding the sale of \$1,565,000 General Obligation Improvement and Refunding Bonds, Series 2011B; fixing their form and specification; and providing for their payment.

A motion was made by Councilor Chandler, seconded by Councilor McInerney to adopt resolution 11-105 - awarding the sale of \$1,565,000 General Obligation Improvement and Refunding Bonds, Series 2011B. The motion carried by the following vote.

Aye 4 -

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

5:25 CIVIC CENTER, PARKS & RECREATION
p.m.

- 22 Fill the vacant Recreation Program Coordinator position.

A motion was made by Councilor Zabinski, seconded by Councilor Chandler to authorize staff to begin the process of filling the vacant Recreation Program Coordinator position with Park & Recreation Department. The motion carried by the following vote.

Aye 4 -

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

5:35 VERIFIED CLAIMS
p.m.

- 24 Consider approving the verified claims for the period October 18, 2011 to November 7, 2011 in the total amount of \$3,271,637.96.

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

following vote.

Aye 4 -

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

6:00 PUBLIC HEARINGS
p.m.

Recess at 5:32 p.m. for Public Hearing at 6:00 p.m.

25

Conduct a public hearing to consider the rezoning of one parcel of land from R-4 (Multi-Family Residential- high density) to M (Medical) located within Block 58, Town of Grand Rapids.

Community Development Director, Rob Mattei, provides background information for rezoning request.

A motion was made by Councilor Gary McInerney, seconded by Councilor Joe Chandler, that this Public Hearing be Open. The motion PASSED by unanimous vote.

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

A motion was made by Councilor Joe Chandler, seconded by Councilor Ed Zabinski, that this Public Hearing be Closed. The motion PASSED by unanimous vote.

6:20 Reconvene regular meeting
p.m.

26

Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning the E 93' of S 10' of Lot 1 & E 93' of Lot 2, BLK, Blk. 58, Town of Grand Rapids from the established R-4 (Multi-Family Residential- high density) to M (Medical).

A motion was made by Councilor McInerney, seconded by Councilor Chandler to adopt Ordinance 11-11-07 - amending zoning map by rezoning the E93' of S10' of Lot 1 & E 93' of Lot 2, Blk, Blk. 58, Town of Grand Rapids. The motion carried by the following vote.

Aye 3 -

Councilor Gary McInerney, Councilor Ed Zabinski, and Councilor Joe Chandler

Abstain 1 -

Mayor Dale Adams

6:30 ADJOURNMENT
p.m.

A motion was made by Councilor Ed Zabinski, seconded by Councilor Joe Chandler to adjourn the meeting at 6:14 p.m. The motion PASSED by unanimous vote.

Respectfully submitted:

Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

CITY COUNCIL
CHAMBERS
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Minutes - Final - Draft City Council

Monday, November 21, 2011

12:00 PM

Conference Room 2B

SPECIAL MEETING

AMENDED

CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting of the Grand Rapids City Council was held on Monday, November 21, 2011 at 12:00 p.m. in the Grand Rapids Fire Hall Meeting Room, 18 North 5th Street, Grand Rapids, Minnesota.

CALL OF ROLL

Present 4 -

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

Absent 1 -

Councilor Dale Christy

2.

Consider accepting and signing a stipulation agreement between the City of Grand Rapids and the Minnesota Pollution Control Agency as it relates to the Pokegama Golf and Park Place Project.

Attorney Chad Sterle reviews the proposed agreement/settlement with the MPCA. Within this agreement, there is no admission of fault on behalf of the City.

A motion was made by Councilor Gary McInerney, seconded by Councilor Joe Chandler to execute the proposed agreement and authorize the Finance Department to issue a check to the MPCA in the amount of \$2000.00. The following roll call vote was taken:

Aye: Councilor Chandler, Councilor McInerney, Mayor Adams. Nay: None, whereby the motion carried.

Councilor Ed Zabinski arrived at 3:07 p.m. after voting was completed for the MPCA agreement issue.

1.

Discuss 2012 Budget.

City Administrator Gillen reviews the draft budget noting tentative agreements reached with certain unions.

Discussion regarding CIP, projected funds, etc. There are still areas where reductions can be made if necessary. Also reviewed is the new tax rate table provided by County Auditor Jeff Walker.

ADJOURNMENT

There being no further business, the meeting adjourned at 1:15 p.m.

Respectfully submitted:

Kimberly Johnson-Gibeau, City Clerk



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1904 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 11/17/2011 **In control:** Administration
On agenda: 11/28/2011 **Final action:**
Title: Approve new liquor license for 2012 for Thunder Alley XL, previously known at Midway Bowl.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title

Approve new liquor license for 2012 for Thunder Alley XL, previously known at Midway Bowl.

Body

Background Information:

Midway Bowl currently has an on-sale liquor license for the 2011 license year. Following recent updates/remodeling completed at the bowling facility, the property owner is requesting a liquor license to be issued for the 2012 license year under the new facility name, Thunder Alley XL. Changing the name of the Licensee Name, even though there has been no change in ownership, requires application for a new license.

Requested City Council Action

Approve new liquor license for 2012 for Thunder Alley XL, previously known as Midway Bowl.



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
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Legislation Details (With Text)

File #:	11-1905	Version:	1	Name:	
Type:	Agenda Item	Status:		Consent Agenda	
File created:	11/17/2011	In control:		Administration	
On agenda:	11/28/2011	Final action:			
Title:	Approve issuance of 2012 liquor license renewal as described in the attachment, contingent upon receipt of fees and all required documentation.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	LIQUOR LICENSE RENEWAL List 2 for Council				

Date	Ver.	Action By	Action	Result
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Title

Approve issuance of 2012 liquor license renewal as described in the attachment, contingent upon receipt of fees and all required documentation.

Body

Background Information:

Attached is the listing of submitted renewal for liquor licenses within the City of Grand Rapids. Upon Council approval and receipt of all required documentation and paid fees, renewal will be forwarded to the State of Minnesota Alcohol and Gambling Enforcement Division.

Requested City Council Action

Approve issuance of 2012 liquor license renewal as described in the attachment, contingent upon receipt of fees and all required documentation.

LIQUOR LICENSE RENEWAL

Club On-Sale and Sunday

1. VFW 1720 – Ponti Peterson Post
2. Am Leg 60 – McVeigh-Dunn Post

Wine License

On-Sale Liquor

1. Forest Lake Restaurant Inc.
2. Grand Rapids Ground Round Inc.
3. Grand Rapids Development Corp. – Sawmill Inn
4. Madden's Inc. – Dutch Room Bar
5. Barboza LLC – El Potro

Off-Sale Liquor

1. Madden's Inc. – Dutch Room Bar

On-Sale 3.2 Malt Liquor

1. Rafferty's Pizza of Grand Rapids



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
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Legislation Details (With Text)

File #: 11-1906 **Version:** 1 **Name:**

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

File created: 11/17/2011 **In control:** Administration

On agenda: 11/28/2011 **Final action:**

Title: Approve theatre license renewal for Mann Theatres Inc. located at 113 21st. Street SE, Grand Rapids, MN. for the period January 1, 2012 through December 31, 2012.

Sponsors:

Indexes:

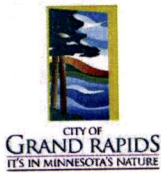
Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Approve theatre license renewal for Mann Theatres Inc. located at 113 21st. Street SE, Grand Rapids, MN. for the period January 1, 2012 through December 31, 2012.



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
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Legislation Details (With Text)

File #: 11-1908 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 11/22/2011 **In control:** Community Development
On agenda: 11/28/2011 **Final action:**
Title: Consider approving a Mortgage Satisfaction for the GREDA Commercial Building Improvement Loan (CBIL) to laizzo
Sponsors:
Indexes:
Code sections:
Attachments: [satisfactionofmortgage.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Consider approving a Mortgage Satisfaction for the GREDA Commercial Building Improvement Loan (CBIL) to laizzo

Body

Background Information:

In June of 2006, GREDA provided a Commercial Building Improvment Loan to Mike and Cynthia laizzo. At that time, a mortgage was filed in the name of the City rather than GREDA. The loan has been paid in full, and given the structure of the original mortgage, it is required that the City Council approve the Mortgage Satisfaction.

Requested City Council Action

Consider approving a Mortgage Satisfaction for the GREDA Commercial Building Improvement Loan (CBIL) to laizzo

SAVOCs

Miller/Davis Company © - Minneapolis, MN - (612) 312-1570

MORTGAGE SATISFACTION

by Business Entity

(Top 3 inches reserved for recording data)

Minnesota Uniform Conveyancing Blanks

Form 20.5.2 (2006) (51-M)

DATE: _____
(month/day/year)

THAT CERTAIN MORTGAGE owned by the undersigned, a _____ municipal corporation _____ under the laws
of _____ Minnesota _____, dated _____ June 15, 2006 _____, executed by Michael A. Iaizzo and
(month/day/year)

Cynthia Iaizzo, husband and wife _____
(insert name of mortgagor)

as mortgagor, to City of Grand Rapids _____
(insert name of mortgagee)

as mortgagee, and recorded on _____ June 16, 2006 _____, as Document Number A000599486 (or in Book _____
(month/day/year)

of _____ Page _____), in the Office of the ☒ County Recorder ☐ Registrar of Titles of Itasca
(check the applicable boxes)

County, Minnesota, is with the indebtedness thereby secured, fully paid and satisfied.

City of Grand Rapids _____
(name)

By: _____
(signature)

Its: _____
(type of authority)

By: _____
(signature)

Its: _____
(type of authority)

State of Minnesota, County of ItascaThis instrument was acknowledged before me on _____, by _____
(month/day/year) (name of authorized signer)_____ as _____
(type of authority)and by _____
(name of authorized signer)as _____ of the City of Grand Rapids
(type of authority) (name of party on behalf of whom the instrument was executed)

(Seal, if any)

(signature of notarial officer)

Title (and Rank): _____

My commission expires: _____
(month/day/year)THIS INSTRUMENT WAS DRAFTED BY:
(insert name and address)Chad B. Sterle
Sterle Law Office
502 NW Fifth AvenueGrand Rapids, MN 55744
Telephone No. 218-326-9646
AIN 288330

Schedule "A" Legal Description

Lot Two (2), LESS the North One Hundred Fifty-five feet (N. 155'), Industrial Park, Itasca County, Minnesota



CITY OF GRAND RAPIDS

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Legislation Details (With Text)

File #: 11-1909 **Version:** 1 **Name:** Part Time Employees
Type: Agenda Item **Status:** Consent Agenda
File created: 11/22/2011 **In control:** Civic Center, Parks & Recreation
On agenda: 11/28/2011 **Final action:**
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
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Title

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

Body

Background Information:

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

Hours will range, for each employee, differently but will be approximately 30 hours a week, however, some employees will work week-ends only or be a sub so their numbers will also vary. Weather can also be a factor in our winter positions so again that number could be much lower. Employees do not typically work over 40 hours in a work 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 to the higher wage listed. Employees may be asked to coach, assist or be an attendant.

Dalton Calicher	Warming House Attendant /Pond Hockey Coach	Hourly Wage: \$7.25 to \$9.00
Zachary Wolak	Warming House Attendant /Pond Hockey Coach	Hourly Wage: \$7.25 to \$9.00

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

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
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Legislation Details (With Text)

File #:	11-1910	Version:	1	Name:	Police/DNR Auction
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	11/22/2011	In control:		In control:	Police
On agenda:	11/28/2011	Final action:		Final action:	
Title:	Request by the Grand Rapids Police Department to sell impounded vehicles at the Minnesota DNR Auction, located in the City of Grand Rapids, on December 3, 2011.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title

Request by the Grand Rapids Police Department to sell impounded vehicles at the Minnesota DNR Auction, located in the City of Grand Rapids, on December 3, 2011.

Body

Background Information:

The police department has used auctions in the past to dispose of impounded vehicles. The police department would like to sell our impounded vehicles through the auction being held at the Minnesota DNR to dispose of our vehicles. The auction is being held on December 3, 2011 at their regional headquarters in the city of Grand Rapids.

Notifications have been sent to the registered owners of the impounded vehicles as required by state statute. This auction allows us to sell these vehicles with the expectation of good revenue due to a high volume of bidders.

The description of vehicles is as follows:

ICR#	MAKE / MODEL	VIN#
11005157	1999 PONTIAC GRAND AM	1G2NE52E8XM742649
11007173	1995 CHEVY PICKUP	1GCEK19K3SE167453
11007232	1995 SATURN SL1	1G8ZG5285SZ393621
11001162	1986 FORD RANGER	1FTBR10TXGUD03885
11005614	1997 FORD EXPEDITION	1FMEU1767VLB94294

Requested City Council Action

Consider a request by the Police Department to sell (5) impounded vehicles at the Minnesota DNR Auction in

Grand Rapids, Minnesota on December 3, 2011.



CITY OF GRAND RAPIDS

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420 NORTH POKEGAMA
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Legislation Details (With Text)

File #:	11-1911	Version:	1	Name:	Minnesota Internet Crimes Against Children Task Force Amendment
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	11/22/2011	In control:		In control:	Police
On agenda:	11/28/2011	Final action:		Final action:	
Title:	Request by the Grand Rapids Police Department to consider approving a Resolution and authorize the Grand Rapids City Mayor, Grand Rapids Police Chief to sign the attached amendment to the Joint Powers Agreement between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension and the City of Grand Rapids, Police Department.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	ICAC Amendment.pdf Microsoft Word - Amended MN Joint Powers Res.pdf				

Date	Ver.	Action By	Action	Result
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Title

Request by the Grand Rapids Police Department to consider approving a Resolution and authorize the Grand Rapids City Mayor, Grand Rapids Police Chief to sign the attached amendment to the Joint Powers Agreement between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension and the City of Grand Rapids, Police Department.

Body

Background Information:

The City of Grand Rapids and its Police Department has entered into a Multi-Agency Agreement with the Minnesota Internet Crimes Against Children Task Force.

As part of this agreement the Task Force will assist law enforcement in investigating and combating the exploitation of children which occurs through the use of computers by providing funding for equipment, training, and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations.

Attached is an amendment to the joint powers agreement reflecting the total contract amount (\$2,845.10) allotted to the Grand Rapids Police Department. This amendment will need to be signed to allow for the Grand Rapids Police Department to submit for reimbursement on expenses incurred while investigating such cases.

Requested City Council Action

Consider approving the Resolution and authorize the Grand Rapids City Mayor, and Grand Rapids Police Chief to sign the attached Amendment to Joint Powers Agreement between the State of Minnesota, acting through its Commissioner of Public Safety, Bureau of Criminal Apprehension. and the City of Grand Rapids, Police Department.

AMENDMENT NO. 1 TO CONTRACT NO. 3000-1625

Contract Start Date:	<u>Nov 1, 2010</u>	Total Contract Amount:	<u>\$2,845.10</u>
Original Contract Expiration Date:	<u>Aug. 31, 2011</u>	Original Contract:	<u>\$5,000.00</u>
Current Contract Expiration Date:	<u>Aug. 31, 2011</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Contract Expiration Date:	<u>Aug. 31, 2012</u>	This Amendment:	<u>-\$2,154.90</u>

This amendment is by and between the State of Minnesota, through its Commissioner of Public Safety, Bureau of Criminal Apprehension, located at 1430 Maryland Avenue East, St. Paul, MN 55106 ("State") and City of Grand Rapids, Police Department, located at 420 Pokegama Avenue N., Grand Rapids, MN 55744 ("Governmental Unit").

Recitals

1. The State has a contract with the Governmental Unit identified as 3000-1625 ("Original Contract") (SWIFT Contract Number 33790) for investigative overtime reimbursement, training and equipment. The State is in need of assistance from city and county law enforcement agencies in investigating and combating the exploitation of children which occurs through the use of computers by providing funds for equipment, training and expenses, including travel and overtime funding, which are incurred by law enforcement as a result of such investigations.
2. This amendment is needed to increase the total dollar amount of this contract to cover additional overtime hours and expenses for services being provided as well as extend services through August 31, 2012 to allow participating affiliates additional time to accomplish closures on cases they have initiated as a result of this Joint Powers Agreement.
3. The State and the Contractor are willing to amend the Original Contract as stated below.

Contract Amendment

In this Amendment deleted contract terms will be struck out and the added contract terms will be underlined.

REVISION 1. Clause 1. "**Term of Contract**" is amended as follows:

- 1.2 **Expiration date:** ~~August 31, 2011~~, August 31, 2012, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

REVISION 2. Clause 3. "**Payments**", Section (D) is amended as follows:

- (D) The State has a total Expense Budget of \$241,481.00 that was approved under the Community Oriented Policing Services (COPS), Child Sexual Predator Program Grant for investigative overtime hours and expense reimbursement. Based on the number of Governmental Units participating in the COPS Child Sexual Predator Program the total obligation of the State for reimbursement of investigative overtime hours and expenses will not exceed ~~\$5,000.00~~ \$2,845.10 for ~~any one~~ this Governmental Unit, unless approved by the State's Authorized Representative.

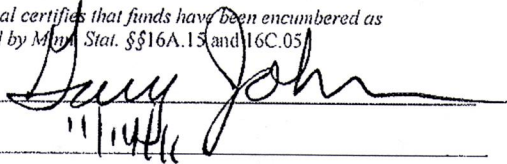
(THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK)

AMENDMENT NO. 1 TO CONTRACT NO. 3000-1625

The Original Contract and all previous amendments are incorporated into this Amendment by reference.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: 

Date: 11/14/11

Contract No. 3000-1625, Written Amendment #1

SWIFT Purchase Order No. 3000004634

2. CONTRACTOR

The Contractor certifies that the appropriate person(s) have executed the contract on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY

Individual certifies the applicable provisions of Minn. Stat. §16C.08, subdivisions 2 and 3 are reaffirmed.

By: _____

Title: (with delegated authority)

Date: _____

4. COMMISSIONER OF ADMINISTRATION

As delegated to Materials Management Division

By: _____

Date: _____

Distribution:

Agency

Contractor

State's Authorized Representative - Photo Copy

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 11-

A RESOLUTION APPROVING THE AMENDED STATE OF MINNESOTA JOINT POWERS AGREEMENT WITH THE CITY OF GRAND RAPIDS ON BEHALF OF ITS POLICE DEPARTMENT IN THE AMOUNT OF \$2,845.10

WHEREAS, the City of Grand Rapids Police Department desires to enter into Joint Powers Agreement with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the City is eligible. The Joint Powers Agreement further provide the City with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the City to pay the costs for the network connection ; and

NOW THEREFORE, BE IT RESOLVED, by the City Council of the City of Grand Rapids, Minnesota as follows:

- That the State of Minnesota Joint Powers Agreement by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the City of Grand Rapids Police Department, are hereby approved.
- That the Police Chief, James Denny, or his successor, is designated the Authorized Representative for the Police Department. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the City's connection to the systems and tools offered by the State.
- That Dale Adams, the Mayor for the City of Grand Rapids, Shawn Gillen, the City Administrator and James Denny, Police Chief are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted this 28th day of November, 2011

Dale C. Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

Councilor whereby the resolution was declared duly passed and adopted.



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1914 **Version:** 1 **Name:** Waiving the statutory tort liability to the extent of the coverage purchased.
Type: Agenda Item **Status:** Consent Agenda
File created: 11/22/2011 **In control:** Administration
On agenda: 11/28/2011 **Final action:**
Title: Waiving the statutory tort liability to the extent of the coverage purchased.
Sponsors:
Indexes:
Code sections:
Attachments: [Liability Coverage Waiver Form](#)

Date	Ver.	Action By	Action	Result
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Title

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

Body

Background Information:

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

Staff Recommendation:

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

Requested City Council Action

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

SECTION I: LIABILITY COVERAGE WAIVER FORM

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

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

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

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

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

Check one:

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

Date of city council meeting November 28, 2011

Signature _____ Position Mayor

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



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #:	11-1917	Version:	1	Name:	
Type:	Agenda Item	Status:		Consent Agenda	
File created:	11/22/2011	In control:		Administration	
On agenda:	11/28/2011	Final action:			
Title:	Approve new liquor license for 2012 for S. Bastian Companies, LLC dba Pokegama Grill, located at 3910 Golf Course Road, Grand Rapids, MN. pending receipt of all required documentation.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title

Approve new liquor license for 2012 for S. Bastian Companies, LLC dba Pokegama Grill, located at 3910 Golf Course Road, Grand Rapids, MN. pending receipt of all required documentation.

Body

Background Information:

Stewart Bastian, owner/operator of Pokegama Grill, has formed a new corporation by the name of S. Bastian Companies, LLC. Mr. Bastian is requesting the City to issue the liquor license for the Pokegama Grill under the new corporation for the license year 2012. Appropriate application has been made to the City and fees have been paid.

Requested City Council Action

Approve new liquor license for 2012 for S. Bastian Companies, LLC dba Pokegama Grill pending receipt of all required documentation.



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1923 **Version:** 1 **Name:** Prestidge Donation
Type: Agenda Item **Status:** Consent Agenda
File created: 11/22/2011 **In control:** Finance
On agenda: 11/28/2011 **Final action:**
Title: \$50 donation from David and Peggy Prestidge to be used for the Fire Department Fire Prevention and Education Program.
Sponsors:
Indexes:
Code sections:
Attachments: [Prestidge Donation.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

\$50 donation from David and Peggy Prestidge to be used for the Fire Department Fire Prevention and Education Program.

Body

Background Information:

David and Peggy Prestidge has donated \$50 to the Grand Rapids Fire Department to be used for the Fire Prevention and Education Program.

Requested City Council Action

Consider approving a resolution accepting a \$50 donation from David and Peggy Prestidge to the Grand Rapids Fire Department to be used for the Fire Prevention and Education Program.

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

RESOLUTION NO. 11-

A RESOLUTION ACCEPTING A \$50 DONATION FROM DAVID AND PEGGY PRESTIDGE TO THE GRAND RAPIDS FIRE DEPARTMENT TO BE USED FOR THE FIRE DEPARTMENT'S FIRE PREVENTION AND EDUCATION PROGRAM

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

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

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

- David and Peggy Prestidge have made a donation to the Grand Rapids Fire Department's Prevention and Education Program in the amount of \$50.00.

Adopted this 28th day of November, 2011

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

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1925 **Version:** 1 **Name:** Conc. Hire-Barten
Type: Agenda Item **Status:** Consent Agenda
File created: 11/23/2011 **In control:** Civic Center, Parks & Recreation
On agenda: 11/28/2011 **Final action:**
Title: Approve the hiring of a temporary employee with the IRA Civic Center and Grand Rapids Sports Complex beginning November 29, 2011.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title

Approve the hiring of a temporary employee with the IRA Civic Center and Grand Rapids Sports Complex beginning November 29, 2011.

Body

Background Information:

Monique Barten will be rehired to work at the IRA Civic Center and Grand Rapids Sports Complex starting at \$8.00 an hour as a concession worker. She will be an additional employee to those who currently work at the IRA Civic Center and Grand Rapids Sports Complex. This expense is covered in the 2011 budget.

Requested City Council Action

Consider approving the hiring of a temporary employee with the IRA Civic Center and Grand Rapids Sports Complex beginning November 29, 2011.



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1926 **Version:** 1 **Name:** Adv. Cont-Blandin
Type: Agenda Item **Status:** Consent Agenda
File created: 11/23/2011 **In control:** Civic Center, Parks & Recreation
On agenda: 11/28/2011 **Final action:**
Title: Entering into rental agreements with area businesses for advertising at the IRA Civic Center.
Sponsors:
Indexes:
Code sections:
Attachments: [Blandin Paper Company-dasher board-2012-13-need signatures](#)
[Blandin Paper Company-wall sign-2012-13-need signatures](#)

Date	Ver.	Action By	Action	Result
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Title

Entering into rental agreements with area businesses for advertising at the IRA Civic Center.

Body

Background Information:

In 1993, the City Council approved the Civic Center advertising policy to generate revenue to offset operating cost. As part of this policy, agreements are renewed at the end of each term. The following is a new agreement:

Blandin Paper Company- January 1, 2012 - December 31, 2013 - lighted wall sign - \$600 for 2012 and \$600 for 2013

Blandin Paper Company- January 1, 2012 - December 31, 2013 - dasherboards - \$1,500 for 2012 and \$1,500 for 2013

Requested City Council Action

Consider passing a motion authorizing appropriate signatures for an advertising rental agreement at the IRA Civic Center.

AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

WHEREAS, the City of Grand Rapids, acting through the IRA Civic Center, Lessor, owns a multi-purpose facility known as the Civic Center; and

WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls the IRA Civic Center for a certain period of years; and

WHEREAS, the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only; Lessor, and UPM/BLANDIN PAPER COMPANY that the Lessee shall lease for a period of 2 (two) years according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign, the sum of \$600.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2012 to December 31, 2013. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2012, the Lessee must notify the Lessor in writing no later than December 1, 2011 for cancellation effective December 31, 2012.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due by January 31, 2012. The Lessor reserves the right to sell sign space if the payment is not received by March 30, 2012.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.
7. This agreement shall not be changed unless done so in writing by the Lessee.
8. The Lessee's advertising space cannot be sublet or resold.

9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
11. Lease rates and terms are \$600.00 per year for a total of \$1,200.00 for a 4 x 6 interior wall sign.

BY: Brendan Paper James G Kent Min Garmore
Lessee

DATE: 16 Nov 2011

CITY OF GRAND RAPIDS (Lessor)

BY: _____
Mayor

DATE: _____

Shawn Gillen, City Administrator

Dated this _____ day of _____, 20__.

AGREEMENT FOR RENTAL OF DASHER BOARD

WHEREAS, the City of Grand Rapids, acting through the IRA Civic Center, Lessor, owns a multi-purpose facility known as the Civic Center; and

WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the dasher board of the IRA Civic Center for a certain period of years; and

WHEREAS, the Lessor desires to lease the available advertising sign to certain Lessees.

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and UPM/BLANDIN PAPER COMPANY that the Lessee shall lease for a period of 2 (two) years according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the dasher board of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the dasher board of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign, the sum of \$1,500.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2012 to December 31, 2013. This contract will be automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2012, the Lessee must notify the Lessor in writing no later than December 1, 2011 for cancellation effective December 31, 2012.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced and payment in full is due by January 31, 2012. The Lessor reserves the right to sell sign space if the payment is not received by March 30, 2012.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee, however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.
7. This agreement shall not be changed unless done so in writing by the Lessee.

8. The Lessee's advertising space cannot be sublet or resold.
9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
11. Lease rates and terms are \$1500.00 per year for a total of \$3,000.00 for a 16" x 42"
dasherboard.

BY: Brian M. Papp, James G. Kent, Commissioner
Lessee

DATE: 16 Nov 2011

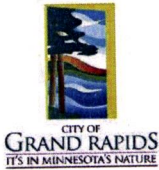
CITY OF GRAND RAPIDS (Lessor)

BY: _____
Mayor

DATE: _____

Shawn Gillen, City Administrator

Dated this _____ day of _____, 20__.



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1927 **Version:** 1 **Name:** Mornes Road Victor Jarvi Easement
Type: Agenda Item **Status:** Consent Agenda
File created: 11/23/2011 **In control:** Engineering
On agenda: 11/28/2011 **Final action:**
Title: Purchase of permanent easement from Victor Jarvi
Sponsors:
Indexes:
Code sections:
Attachments: [11-28-11 Attachement Mornes Road Easement.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Purchase of permanent easement from Victor Jarvi

Body

Background Information:

As part of a corporate boundary adjustment agreement with Harris Township, located on Mornes Road, the City agreed to purchase permanent easement from adjacent land owners. Attached is an executed offer letter with Victor Jarvi for the purchase of permanent easement on Mornes Road.

Staff Recommendation:

City staff is recommending the purchase of permanent easement with Victor Jarvi in an amount of \$1,139.00 with funds from the MSAS Maintenance Account.

Requested City Council Action

Consider the purchase of permanent easement with Victor Jarvi in an amount of \$1,139.00 with funds from the MSAS Maintenance Account.



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

ENGINEERING DEPARTMENT

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

OFFER LETTER

November 7, 2011

Victor J. Jarvi
21997 River Road
Grand Rapids, MN 55744
Parcel No. 19-002-1204

In reply refer to: Purchasing Easement on Mornes Road

Dear Mr. Jarvi

The City of Grand Rapids hereby submits to you an offer of **\$1,139.00**, which is the amount of the appraised market value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT" attached hereto, disregarding any change in the before value of the property caused by the proposed Islevew Road project.

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

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

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

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


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

your accountant would like to further discuss this information, you should contact Shirley Miller, Finance Director, at 218.326.7616

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

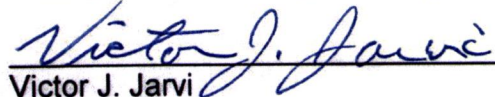
This letter is furnished to inform you of procedures and your rights in this acquisition. It is respectfully requested that you acknowledge its receipt by signing the attached copy in the space provided. Signing this acknowledgment does not in any way commit you to an acceptance of the offer.

Sincerely,



By: Patrick Pollard
Engineering Tech.

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



Victor J. Jarvi



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1928 **Version:** 1 **Name:** CP 2010-3 WO 3
Type: Agenda Item **Status:** Consent Agenda
File created: 11/23/2011 **In control:** Engineering
On agenda: 11/28/2011 **Final action:**
Title: Work Order 4 related to CP 2010-3, 19th Avenue NW Rail Crossing Improvements/Closures.
Sponsors:
Indexes:
Code sections:
Attachments: [11-28-11 Attachment CP 2010-3 WO 4.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Work Order 4 related to CP 2010-3, 19th Avenue NW Rail Crossing Improvements/Closures.

Body

Background Information:

The BNSF was not originally scheduled to have the cross arms and signals installed on the rail crossing at 19th Avenue NW until next spring. They completed the project ahead of schedule which would allow the closure of the 12th Avenue NW rail crossing now, which would allow train speeds to increase now, and the implementation of a quiet zone to occur in January. In order to close the 12th Avenue rail crossing now permanent barricades needed to be installed because it was too late in the construction season to install curb and gutter and bituminous pavement.

Work Order 4 allowed the advancement of increased train speeds and the implementation of a quiet zone.

Staff Recommendation:

City staff is recommending the approval of Work Order 4 in an amount of \$3,550.00.

Requested City Council Action

Consider the approval of Work Order 4 in an amount of \$3,550.00.

STATE AID FOR LOCAL TRANSPORTATION
WORK ORDER FOR MINOR EXTRA WORK

Nov 2007

City/County of City of Grand RapidsWork Order No. 4

FEDERAL PROJECT NO. MN PROJ 3111 (190)	STATE PROJECT NO. SP 129-010-004	LOCAL PROJECT NO. CP 2010-3	CONTRACT NO. S.A.P. 129-137-001
CONTRACTOR NAME AND ADDRESS Hammerlund Construction, Inc. 3201 Highway 2 West Grand Rapids, MN 55744		LOCATION OF WORK 19th Ave NW Rail Crossing - CP 2010-3, 111076	
		TOTAL WORK ORDER AMOUNT \$3,550.00	

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

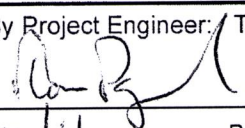
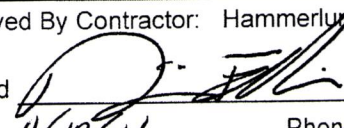
The above-described Project involves improvements to the 19th Ave NW Rail Xing and closure of the 12th Ave NW Rail Xing. Originally, BNSF was going to install the new RR Xing signal at 19th Ave and remove the signal at 12th Ave in the spring of 2012. Instead, they are ahead of schedule and have installed the 19th Ave signal in October, 2011, and are ready to remove the 12th Ave signal as soon as the City can close the road at 12th Ave.

The City Engineer and Project Engineer have determined that this work should happen the week of Nov 7th, 2011, and are hereby directing Hammerlund Construction to do this work. Since this work is being done early, the Contractor will be incurring additional costs such as remobilization, temporary painting of four white 12" wide stop bars at 19th Ave, and installing six permanent barricades at 12th Ave. This work will be completed at the negotiated costs listed below.

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 001					
2021.501	MOBILIZATION	LUMP SUM	\$1,000.00	1	\$1,000.00
2563.602	TYPE III BARRICADES	EACH	\$325.00	6	\$1,950.00
2582.501	PAVT MSSG (STOP) PAINT	EACH	\$150.00	4	\$600.00
Funding Category No. 001 Total:					\$3,550.00
Work Order No. 4 Total:					\$3,550.00

* Funding category is required for federal projects.

Approved By Project Engineer: Tom Pagel	Approved By Contractor: Hammerlund Construction, Inc.
Signed 	Signed 
Date: <u>11/16/11</u> Phone: (218) 326-7601	Date: <u>11/10/11</u> Phone: (218) 326-1881

Original to Project Engineer; Copy to Contractor

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

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

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



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1930 **Version:** 1 **Name:** CP 2011-4 WO 3
Type: Agenda Item **Status:** Consent Agenda
File created: 11/23/2011 **In control:** Engineering
On agenda: 11/28/2011 **Final action:**
Title: Work Order 3 related to CP 2011-4, Horseshoe/Isleview Reconditioning Project.

Sponsors:

Indexes:

Code sections:

Attachments: [11-28-11 Attachment CP 2011-4 WO 3.pdf](#)

Date	Ver.	Action By	Action	Result
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Title

Work Order 3 related to CP 2011-4, Horseshoe/Isleview Reconditioning Project.

Body

Background Information:

Work Order 3 is related to the need of identifying the location of temporary culverts under surcharge material incase the culverts freeze up during the spring thaw.

Staff Recommendation:

City staff is recommending the approval of Work Order 3 in an amount of \$1,463.

Requested City Council Action

Consider the approval of Work Order 3 in an amount of \$1,463.

STATE AID FOR LOCAL TRANSPORTATION
WORK ORDER FOR MINOR EXTRA WORK

Nov 2007

City/County of City of Grand RapidsWork Order No. 3

FEDERAL PROJECT NO.	STATE PROJECT NO. SAP 129-143-001	LOCAL PROJECT NO. C.P. 2011-4	CONTRACT NO.
CONTRACTOR NAME AND ADDRESS Hawkinson Construction Co. Inc. 501 West County Road 63 Grand Rapids, MN 55744		LOCATION OF WORK Isleview Road and Horseshoe Lake Road - SEH 111075	
		TOTAL WORK ORDER AMOUNT \$1,463.00	

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

The Project calls for the Contractor to place temporary culverts across the surcharge in the fall of 2011 in several areas to maintain drainage until the trail construction is finalized in 2012. The contractor has placed seven temporary culverts and they are located along Horseshoe Lake Road between Trail Sta. 584+50 and 598+50.

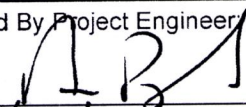

It has been determined by the Engineer that markers should be placed on the road-side ends of these culverts to show plow drivers where they are located. Cylindrical style delineators denoted as X14-13 in the MMUTCD shall be utilized. The contractor shall place these and then remove them in the spring of 2012 prior to removal of the surcharge/culverts.

This work shall be completed by the Contractor at the negotiated costs listed below, which includes prime contractor allowance. There are no changes to completion time with this work order.

COST BREAKDOWN

Item No.	Item	Unit	Unit Price	Quantity	Amount
Funding Category No. 001					
2564.550	DELINEATOR TYPE SPECIAL	EACH	\$209.00	7	\$1,463.00
Funding Category No. 001 Total:					\$1,463.00
Work Order No. 3 Total:					\$1,463.00

* Funding category is required for federal projects.

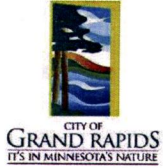
Approved By Project Engineer: Tom Pagel	Approved By Contractor: Hawkinson Construction Co. Inc.
Signed 	Signed 
Date: <u>11/22/11</u> Phone: (218) 326-7601	Date: <u>11-22-11</u> Phone: (218) 326-0309

Original to Project Engineer; Copy to Contractor

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

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

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



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #:	11-1912	Version:	1	Name:	Accept the resignation of Matthew R. Gookins from the position of Police Officer with the Grand Rapids Police Department.
Type:	Agenda Item	Status:			Administration Department
File created:	11/22/2011	In control:			Administration
On agenda:	11/28/2011	Final action:			
Title:	Accept the resignation of Matthew R. Gookins from the position of Police Officer with the Grand Rapids Police Department.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Gookins resignation				

Date	Ver.	Action By	Action	Result
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Title

Accept the resignation of Matthew R. Gookins from the position of Police Officer with the Grand Rapids Police Department.

Body

Background Information:

Matthew Gookins, Police Officer, has given notice that he will be resigning from his position as Police Officer effective December 5, 2011. Matt began his career with the City of Grand Rapids on February 2, 2004.

Staff Recommendation:

Police Chief Jim Denny has reviewed the Police Civil Service Commission By-Laws and recommends accepting the resignation in good standing. A copy of Matt's notice of resignation has been given to the Police Civil Service Commission at a special meeting held November 18, 2011. At that meeting, the Police Civil Service Commission moved to abolish the existing eligibility register and would like to begin the process of establishing a new eligibility list.

Requested City Council Action

Accept the resignation of Matthew R. Gookins from the position of Police Officer with the Grand Rapids Police Department effective December 5, 2011 and authorize City staff to begin the process of filling the vacancy.

November 14, 2011

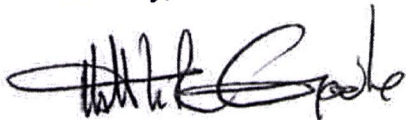
Shawn Gillen - Grand Rapids City Administrator

I would like to take this time to thank you and the community of Grand Rapids for allowing me to serve as a police officer. It has been my honor and privilege to serve the citizens of Grand Rapids for the past eight years.

Please accept this letter as my official resignation effective December 5th 2011. At this time, I have decided to pursue other opportunities.

Again, thank you for the opportunity to serve the citizens of Grand Rapids. I look forward to supporting Grand Rapids in the future, as my family continues to live and thrive in this community.

Sincerely,

A handwritten signature in black ink, appearing to read "Matthew R. Gookins". The signature is stylized with a large, sweeping initial "M" and a long, horizontal stroke extending to the right.

Matthew R. Gookins



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1915 **Version:** 1 **Name:** Consider entering into a Settlement and Release Agreement Between City of Grand Rapids, Minnesota, Law Enforcement Labor Services, Inc. and Michelle Norris.

Type: Agenda Item **Status:** Administration Department

File created: 11/22/2011 **In control:** Administration

On agenda: 11/28/2011 **Final action:**

Title: Consider entering into a Settlement and Release Agreement Between City of Grand Rapids, Minnesota, Law Enforcement Labor Services, Inc. and Michelle Norris.

Sponsors:

Indexes:

Code sections:

Attachments: [Norris Settlement Agreement](#)

Date	Ver.	Action By	Action	Result
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Title

Consider entering into a Settlement and Release Agreement Between City of Grand Rapids, Minnesota, Law Enforcement Labor Services, Inc. and Michelle Norris.

Body

Background Information:

Staff Recommendation:

Requested City Council Action

Consider entering into a Settlement and Release Agreement Between City of Grand Rapids, Minnesota, Law Enforcement Labor Services, Inc. and Michelle Norris and authorize the Mayor to sign the Agreement on behalf of the City of Grand Rapids.

**SETTLEMENT AND RELEASE AGREEMENT
BETWEEN
CITY OF GRAND RAPIDS, MINNESOTA,
LAW ENFORCEMENT LABOR SERVICES, INC.
AND
MICHELLE NORRIS**

This Separation and Release Agreement ("Agreement") is made and entered into by and between City of Grand Rapids, Minnesota (hereinafter the "City"), a municipal corporation, Law Enforcement Labor Services, Inc. (hereinafter "Union") and Michelle Norris (hereinafter "Employee").

Recitals

WHEREAS, Union is the exclusive representative for certain employees employed by City in an appropriate unit (hereinafter "Bargaining Unit");

WHEREAS, City and Union are parties to a collective bargaining agreement in effect through December 31, 2011 (hereinafter "CBA"); and

WHEREAS, Employee is employed by City and in Bargaining Unit;

WHEREAS, Union initiated on or about March 26, 2010, and pursued a grievance under CBA on behalf of Employee regarding a dispute between Union and Employee and City involving the investigator-related assignments of Employee (hereinafter "Grievance"); and

WHEREAS, the parties hereto desire to resolve and to avoid significant time, expense and risks of prosecuting any contract or legal action that Union or Employee may initiate against City related to the matters underlying the Grievance.

NOW, THEREFORE, in consideration of the mutual covenants and agreements to be performed, as hereinafter set forth, City, Union and Employee agree as follows:

Article 1. Payment

Section 1.1. Payment

City will pay Employee \$3,718 by payroll on the first payroll that is at least five calendar days after this Agreement is effective under Article 16 and subject to normal withholdings under City's applicable collective bargaining agreement, practices, policies, rules, regulations or practices in effect as of the date this Agreement is effective.

Section 1.2. No Other Payment

The payment described in this Article is the full and final payment for any and all claims arising out of the Grievance. City will not provide Employee any payment other than the payment provided in section 1.1 of this Agreement or as otherwise required by law.

Article 2. Employee's Waiver and Release

Section 2.1. Employee knowingly and voluntarily waives her right to pursue and releases City and its affiliated bodies, officers, officials, employees, agents or other constituents from any and all grievances, claims, demands, actions, hearings, liability, damages or rights of any kind, whether known or unknown, that she has asserted or may assert, directly arising out of or resulting from acts or occurrences that occur related to the matters underlying the Grievance, including, but not limited to, those grievances, claims, demands, actions, liability, damages or rights of any kind arising under CBA, City's charter, ordinances or personnel policies, Veterans Preference Act, Minnesota Human Rights Act, Title VII of the Civil Rights Act, Family and Medical Leave Act ("FMLA"), Americans with Disabilities Act, Rehabilitation Act of 1973, Minnesota Workers' Compensation Act, Public Employment Labor Relations Act, Minnesota Occupational Health and Safety Act, Minnesota Whistleblower Act, Age Discrimination in Employment Act ("ADEA"), the Minnesota and federal Fair Labor Standards Acts ("FLSA"); Minnesota Government Data Practices Act, Minnesota Open Meeting Law and common law.

Section 2.2. The waiver and release in Section 2.1 of this article does not apply to the following: (1) rights under the FMLA, unless there is required involvement of the federal Department of Labor or a court of competent jurisdiction; (2) payment of unpaid overtime, unpaid minimum wage, and liquidated damages under the federal FLSA, unless there is required involvement of the federal Department of Labor or a court of competent jurisdiction; (3) rights to file a charge or participate in an investigation or proceeding conducted by the Equal Employment Opportunity Commission (EEOC), but this does not exclude the waiver or release of the right to recover Employee's relief including, but not limited to, back pay, front pay, reinstatement, attorneys' fees, and/or punitive damages, in any administrative or legal action whether brought by the EEOC or other civil rights enforcement agency, Employee, or any other party; (4) rights to unemployment benefits or any other rights under the Minnesota Unemployment Insurance Law; (5) any claim for workers' compensation only to the extent such benefits are awarded by a state agency or agreed upon consistent with state law; (6) statutory rights, if any, to indemnification from City for claims brought against Employee in her capacity as an employee or agent of City; (7) right under the Uniformed Services Employment and Reemployment Rights Act; (8) rights under the

Consolidated Omnibus Reconciliation Act of 1985, as amended; (9) right to challenge the knowing and voluntary nature of this Release under the ADEA; (10) right to assert claims that are based on events occurring after this Agreement becomes effective and (11) any other right that can not be released by law.

Article 3. Union Withdrawal, Waiver and Release

Section 3.1. The Grievance is withdrawn with prejudice.

Section 3.2. Union knowingly and voluntarily waives its right to pursue and releases City from any and all grievances, claims, demands, actions, hearings, liability, damages or rights of any kind, whether known or unknown, that it has asserted or may assert, directly arising out of or resulting from the matters underlying the Grievance.

Article 4. Full and Complete Defense

The withdrawal, waivers and releases in Sections 2.1, 3.1 and 3.2 are deemed to be a full and complete defense for City in any proceeding concerning any item waived and released.

Article 5. Consideration and Rescission

Section 5.1. Employee has 21 days from the date she receives this Agreement in which to consider this Agreement pursuant to the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34.

Section 5.2. Employee has the right to rescind the release of the claims set forth in Article 2 of this Agreement with regard to claims arising under the Minnesota Human Rights Act, Minn. Stat. §§ 363A.01-41, within 15 calendar days of execution of this Agreement, and with regard to her rights arising under the Age Discrimination in Employment Act, 29 U.S.C. §§ 621-34, within 7 calendar days of execution of this Agreement. The two rescission periods shall run concurrently. In order to be effective, the rescission must:

- A. Be in writing;
- B. Be delivered to Shawn Gillen, City Administrator, City of Grand Rapids, 420 North Pokegama Avenue, Grand Rapids, MN 55744; and
- C. If delivered by mail, the rescission must be postmarked within the required period, properly addressed to Mr. Gillen, as set forth above, and sent by certified mail, return receipt requested.

If Employee rescinds this Agreement in accordance with this article, she will not receive the payment set forth in Section 1.1 of this Agreement and

she will be obligated to return any payments and benefits if already received pursuant to Section 1.1 of this Agreement except that this provision does not apply to any compensation Employee receives that she is entitled to by law or contract.

Article 6. Entire Agreement

This Agreement constitutes the entire agreement among the parties hereto. No representations, warranties, covenants, or inducements have been made to any party concerning this Agreement, other than the representations, covenants, or inducements contained and memorialized in this Agreement. This Agreement supersedes all prior negotiations and oral and written agreements and understandings with respect thereto.

Article 7. Amendment, Modification, or Termination

This Agreement or any of its terms may only be amended, modified, or terminated by a written instrument signed by or on behalf of all of the parties hereto or their successors in interest.

Article 8. Governing Law and Severability

Section 8.1. This Agreement is governed by the laws of the State of Minnesota, both as to interpretation and performance. The rule of construction of interpreting a contract against its drafter will not apply to this Agreement.

Section 8.2. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid, or unenforceable by any branch of government with authority over such provision or portion thereof, the remainder of this Agreement shall be deemed severable, shall not be affected, and shall remain in full force and effect.

Article 9. No Liability, Wrongdoing

City does not admit to any legal liability or violation of any contract or law, or that it has engaged in any wrongdoing in this matter. Nothing in this Agreement shall be construed to be an admission by City of any liability, violation or wrongdoing.

Article 10. No Admissibility, Precedent, Practice or Other Acknowledgments

This Agreement is solely for the purposes of resolving the matters described in this Agreement. The terms of this Agreement do not have any precedential value beyond this Agreement nor establish any practice. Neither this Agreement nor its terms can be admitted, introduced, referred to, or in any other way utilized in any subsequent negotiations, mediation, arbitration, litigation, or administrative hearing, except as may be necessary to enforce its provisions and terms or as otherwise required by law.

This Agreement and any related communications between City, Union and Employee in this matter are not nor can they be construed as an acknowledgment by City that: any grievance exists; this or other communications in this matter are subject to the grievance procedure in the applicable labor contract or any law, including the Public Employment Labor Relations Act or the City's management right to assign employees as investigator or liaison officer is restricted in any manner. City does not waive and expressly reserves its right to: enforce the applicable contract language in the grievance procedure, including the definition of a grievance, timelines, and raise related objections in subsequent attempts by Union or Bargaining Unit employees to present grievances and take any action related to assignment of employees as investigator or liaison officer without any restrictions.

This Agreement and any related communications between City, Union and Employee in this matter are not nor can they be construed as an acknowledgment by Union that a grievance does not exist or that this or other communications in this matter are not subject to the grievance procedure in the applicable labor contract or any law, including the Public Employment Labor Relations Act.

Article 11. Attorney's Fees, Costs, and Disbursements

Each party is responsible for its/her attorney's fees, costs, and disbursements in reaching this Agreement and no party will seek an award of attorney's fees, costs, or disbursements against a party hereto incurred in reaching this Agreement.

Article 12. Binding Effect and No Assignment

This Agreement is binding upon, and inures, to the benefit of the successors, executors, assigns, heirs and legal representatives of the parties hereto. This Agreement is not assignable by any party. Any purported assignment by any party shall be null and void and not operate to relieve such party of its obligations hereunder.

Article 13. Remedies

In the event that either party breaches their obligations under this Agreement or learns that the representations and warranties contained in this Agreement are false, the party shall have the right to bring a legal action for appropriate equitable relief, damages, and reasonable attorneys' fees, and City shall also have the right to suspend payment of the payment set forth in Section 1.1 of this Agreement and to recover, in addition to any equitable relief and damages allowed by law, payments Employee has received under this Agreement.

Article 14. Headings

The headings of the paragraphs of this Agreement are not binding and are for reference only and do not limit, expand or otherwise affect the contents of this Agreement

Article 15. Voluntary and Knowing Action

Employee acknowledges that: (1) she has read and understands the contents of this Agreement; (2) she has been given a fair opportunity to discuss and negotiate the terms of this Agreement; (3) she is advised to consult an attorney before signing this Agreement; (4) she and/or Union retained an attorney who consulted with her on this Agreement before she signed it; (5) she agrees with the Agreement's provisions and is voluntarily and without duress entering into this Agreement; and (6) she has been given at least 21 days to consider this Agreement. If Employee signs the Agreement before the expiration of the 21-day period, it is because she has decided voluntarily that she does not need any additional time to decide whether to sign the Agreement.

Article 16. Execution and Effective Date

This Agreement is not executed until the latest date affixed to the signatures on the following page. This Agreement will be effective upon the expiration of the 15-day period provided in Section 5.2 of this Agreement if it is not otherwise rescinded in accordance with that section.

Article 17. Counterparts

This Agreement may be executed in counterparts. Facsimile or photocopied signatures shall be considered as valid signatures as of the date hereof, although the original signature pages shall thereafter be appended to this Agreement.

Employee

Dated: _____

Accepted on behalf of Law Enforcement Labor Services, Inc.

By: _____
Its Business Agent

Dated: _____

By: _____
Its Steward

Dated: _____

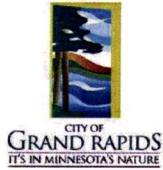
Accepted on behalf of City of Grand Rapids

By: _____
Its Mayor

Dated: _____

By: _____
Its City Clerk

Dated: _____



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1916 **Version:** 1 **Name:** Approval of the 2012-2014 Clerical Union Collective Bargaining Agreement.
Type: Agenda Item **Status:** Administration Department
File created: 11/22/2011 **In control:** Administration
On agenda: 11/28/2011 **Final action:**
Title: Approval of the 2012-2014 Clerical Union Collective Bargaining Agreement.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Title

Approval of the 2012-2014 Clerical Union Collective Bargaining Agreement.

Body

Background Information:

We have conclude labor negotiations with the Clerical represented employees, and we have tentatively agreed with the attached proposal. The essential components of the agreement are:

1. Section 7.2 - Change the language to: "Each employee shall be eligible for one (1) fifteen (15) minute paid rest period during each four (4) hour work period as scheduled by the employee's immediate supervisor."

2. Section 10.1 - Shoe allowance for Community Assistance Officer as follows:

2012 = \$150.00

2013 = \$150.00

2014 = \$200.00

3. Appendix A (Wages):

2012 = 1% one time lump sum payment + 1% increase to base wage

2013 = 1% one time lump sum payment + 2% increase to base wage

2014 = 2% increase to base wage

4. Appendix B (Employees Group Insurance Benefits)

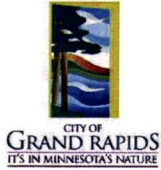
2012 = \$1,100

2013 = \$1,125

2014 = \$1,150

Requested City Council Action

Consider approving the International Union of Operating Engineers (IUOE) Local No. 49A (Clerical) Collective Bargaining Agreement and authorize City Administrator Shawn Gillen to make any necessary unsubstantive changes (i.e. clerical errors).



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #:	11-1919	Version:	1	Name:	Approval of the 2012-2014 Public Works Collective Bargaining Agreement.
Type:	Agenda Item	Status:		Administration Department	
File created:	11/22/2011	In control:		Administration	
On agenda:	11/28/2011	Final action:			
Title:	Approval of the 2012-2014 Public Works Collective Bargaining Agreement.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title

Approval of the 2012-2014 Public Works Collective Bargaining Agreement.

Body

Background Information:

We have concluded labor negotiations with the Public Works represented employees, and we have tentatively agreed with the attached proposal. The essential components of the agreement are:

1. Section Section 13.7 - Safety Shoe Allowance - increase to \$200.00 on January 1, 2014 (year 3) of the agreement.

2012 = \$150.00

2013 = \$150.00

2014 = \$200.00

2. Appendix A (Wages):

2012 = 1% one time lump sum payment + 1% increase to base wage

2013 = 1% one time lump sum payment + 2% increase to base wage

2014 = 2% increase to base wage

3. Appendix B (Employees Group Insurance Benefits)

2012 = \$1,100

2013 = \$1,100

2014 = \$1,125

Requested City Council Action

Consider approving the International Union of Operating Engineers (IUOE) Local No. 49 (Public Works) Collective Bargaining Agreement and authorize City Administrator Shawn Gillen to make any nonsubstantive changes (i.e. clerical errors).



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1931 **Version:** 1 **Name:** Memorandum of Understanding by and between the City of Grand Rapids and Local 49 of the International Union of Operating Engineers, affiliated with the American Federation of Labor and Congress of Industrial Organizations on behalf of the City of Grand Ra

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

File created: 11/23/2011 **In control:** Administration

On agenda: 11/28/2011 **Final action:**

Title: Memorandum of Understanding by and between the City of Grand Rapids and Local 49 of the International Union of Operating Engineers, affiliated with the American Federation of Labor and Congress of Industrial Organizations on behalf of the City of Grand Rapids public works bargaining unit.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Memorandum of Understanding by and between the City of Grand Rapids and Local 49 of the International Union of Operating Engineers, affiliated with the American Federation of Labor and Congress of Industrial Organizations on behalf of the City of Grand Rapids public works bargaining unit.

Body

Background Information:

Requested City Council Action

Adopt the Memorandum of Understanding by and between the City of Grand Rapids and Local 49 of the International Union of Operating Engineers, affiliated with the American Federation of Labor and Congress of Industrial Organizations on behalf of the City of Grand Rapids public works bargaining unit.



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #:	11-1932	Version:	1	Name:	Memorandum of Understanding by and between the City of Grand Rapids and Local 49A of the International Union of Operating Engineers, affiliated with the American Federation of Labor and Congress of Industrial Organizations on behalf of the City of Grand R
Type:	Agenda Item	Status:			Consent Agenda
File created:	11/23/2011	In control:			Administration
On agenda:	11/28/2011	Final action:			
Title:	Memorandum of Understanding by and between the City of Grand Rapids and Local 49A of the International Union of Operating Engineers, affiliated with the American Federation of Labor and Congress of Industrial Organizations on behalf of the City of Grand Rapids clerical bargaining unit.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Title

Memorandum of Understanding by and between the City of Grand Rapids and Local 49A of the International Union of Operating Engineers, affiliated with the American Federation of Labor and Congress of Industrial Organizations on behalf of the City of Grand Rapids clerical bargaining unit.

Body

Background Information:

Requested City Council Action

Adopt the Memorandum of Understanding by and between the City of Grand Rapids and Local 49A of the International Union of Operating Engineers, affiliated with the American Federation of Labor and Congress of Industrial Organizations on behalf of the City of Grand Rapids clerical bargaining unit.



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1933 **Version:** 1 **Name:**

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

File created: 11/28/2011 **In control:** Administration

On agenda: 11/28/2011 **Final action:**

Title: Authorize the City of Grand Rapids to apply for health and wellness grant from Itasca County Health Fund.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Title

Authorize the City of Grand Rapids to apply for health and wellness grant from Itasca County Health Fund.



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1920 **Version:** 1 **Name:** Board & Commission minutes
Type: Agenda Item **Status:** Acknowledge
File created: 11/22/2011 **In control:** Administration
On agenda: 11/28/2011 **Final action:**
Title: Acknowledge minutes for Boards & Commissions.
Sponsors:
Indexes:
Code sections:

Attachments: [October 12, 2011 PUC](#)
[October 20, 2011 Central School Minutes](#)
[November 3, 2011 Golf Board Special Mtg](#)
[October 26, 2011 Human Rights meeting](#)
[August 18, 2011 Central School Minutes](#)
[August 29, 2011 Special-Central School Meeting](#)
[September 23, 2011 Central School Special Meeting](#)

Date	Ver.	Action By	Action	Result
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Title

Acknowledge minutes for Boards & Commissions.

A regular meeting of the Grand Rapids Public Utilities Commission was held on October 12, 2011 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Members Present: President Welliver, Secretary Hodgson, Commissioner Adams, Commissioner Johnson, Commissioner Chandler.

Members Absent: None.

Others Present: General Manager Ward, Finance Manager Betts, Electric Distribution Manager Patton, Wastewater Treatment Plant Manager Ackerman, Water/Wastewater Collection/Safety Manager Doyle, Administrative/HR Assistant Flannigan, Attorney Bengtson.

Motion by Hodgson to approve the minutes of the September 14, 2011 regular meeting. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Finance Manager Betts reviewed the September 2011 City Treasurer's Report and Investment Activity Report with the Commission.

Motion by Johnson to approve the City Treasurer's Report and Investment Activity Report for September 2011. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

President Welliver acknowledged public forum. None present.

Commission Member Reports: No items.

Administration:

Motion by Chandler to authorize entering into a one year contract with CallNet Call Center Services to provide after-hours emergency call response and dispatch services. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Adams to approve contracting with Advanced Engineering and Environmental Services, Inc. (AE2S) to conduct a Water and Wastewater Cost of Service and Rate Design Study and authorize staff to negotiate adjusting items to lower the contract cost. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Adams, Hodgson, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Accounting and Finance:

Finance Manager Betts reviewed the September 2011 Operations Report with the Commission.

Electric Department:

Electric Distribution Manager Patton reviewed the September 2011 Operations Report with the Commission.

Motion by Hodgson to approve a request to renew the annual Load Management Equipment Service Agreement with Blackmon Electronics in the amount of \$1,890.00. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Wastewater Treatment Plant Operations:

Wastewater Treatment Plant Manager Ackerman reviewed the September 2011 Operations Report with the Commission.

Motion by Johnson to authorize contracting with Rice Lake Construction Group to construct the Wastewater Treatment Facility Filtrate Lift Station and purchase and install related materials and equipment at a total cost of \$157,470.00. Motion seconded by Chandler and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Water/Wastewater Collection/Safety:

Water/Wastewater Collection/Safety Manager Doyle reviewed the September 2011 Operations Report with the Commission.

Safety Training Procedures and Updates:

Water/Wastewater Collection/Safety Manager Doyle reviewed the departmental safety initiatives for the month.

GRPUC Discussion/Correspondence:

AWWA Webcast-Effective Implementation of Water-Budget Rates, October 5, 2011, Grand Rapids, MN – Anthony Ward, Tyanne Betts, Dennis Doyle, Jean Key.

MMUA First Line Supervision-Session IV, October 5-7, 2011, Brainerd, MN – Karen Olson.

Wastewater Treatment Facility Chemical Safety Training for Electric Department, September 21, 2011.

Change Orders: No items.

Claims for Payment:

Motion by Johnson to approve Pay Request #1 from Hammerlund Construction, Inc. in the amount of \$294,528.84 for the Sludge Landfill Phase 8 Expansion Project. Motion seconded by Hodgson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

Motion by Hodgson to approve a claim for payment in the amount of \$1,283.34 from Northern Business Products for various office supplies. Motion seconded by Adams and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams and Chandler; Against: None; Abstained: Johnson, whereby the motion was declared duly passed and adopted.

Motion by Chandler to authorize the verified claims for payment in the amount of \$1,608,723.29 (\$1,206,103.47 computer checks and \$402,619.82 manual checks) per attached lists. Motion seconded by Johnson and upon roll call the following voted in favor thereof: Welliver, Hodgson, Adams, Johnson and Chandler; Against: None, whereby the motion was declared duly passed and adopted.

A special meeting was scheduled on Wednesday, November 16, 2011 at 2:30 PM to review the 2012 Budget.

The next regular Commission meeting is Wednesday, November 16, 2011 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

Upon a motion duly made and seconded, the meeting was adjourned at 5:10 PM.

Attest:

Stephen R. Welliver, President

Glen D. Hodgson, Secretary

GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
SEPTEMBER 2011

NAME	AMOUNT	NAME	AMOUNT
ABM Equipement	734.00	Lease Landscaping	362.50
Jim Ackerman	137.09	Anne Lewis	200.00
AE2S	16,425.00	McGrann Shea Carnival..	435.00
Advantage Systems Group	790.92	Minnesota Dept of Health	150.00
Alcola Solutions Group	28,701.13	Minnesota Dept of Labor & Indust	100.00
AmeriPride Services	90.68	Minnesota Municipal Utilities	4,435.50
American Payment Centers	142.00	Minnesota Power	833,979.88
American Public Power	178.00	Neo Solutions	13,670.17
Autumn Creek Consulting	6,335.20	Nextera	821.38
Baker Tilly Virchow Krause	3,152.00	Nord Auto Parts	44.84
Blackmon Electronics	1,913.06	North Central Laboratories	1,276.47
Border States Electric	6,793.98	Northeast Technical Services	225.00
Burggraf's Ace Hardware	1,741.21	Novaspect	4,085.00
Carquest	44.94	Pace Analytical	794.40
Casper Construction	8,914.00	Dr Perrot	118.00
Chappell Central Inc	4,600.00	Personnel Dynamics	2,048.47
Citi Lites	4,805.08	Pitney- Bowes	2,860.21
City of Grand Rapids	1,226.90	Polydyne Inc	38,942.54
The Clean Advantage	1,394.72	Public Utilities Commission	2,624.57
The Clean Shop	134.80	R & K Hillman	234.00
Clement Communications	2,268.02	Radtke Trucking	17,212.95
Cole Hardware	555.43	Rapid Garage Door & Awning	144.00
Collaboration Unlimited	550.00	Rapids Process Equip	14,906.54
Cub Foods	85.45	Rapids Rental & Supply	51.43
Davis Oil	1,222.10	Red Rock Radio Corp	850.00
Dennis Doyle	104.90	Resco Electric Supply	132.10
Environmental Resource Assoc	575.24	River Road Market	970.91
Era Laboratories	250.00	Sandstroms	441.26
Express Employment	1,838.76	Schweitzer Engineering Lab	2,148.19
Gopher State One-Call	665.65	Scooters Septic Service	175.00
Grand Rapids Newspaper	723.50	Sears	170.98
Great Engravings	83.26	Selectacct	159.00
Great Northern Services	2,518.67	Silvertip Signs	16.03
Green Again Lawn & Aeration	3,050.00	Stuart Irby Co	29,441.51
H D Waterworks	174.83	T & R Service	30.00
Hammerlund Construction Inc	1,410.80	Greg Tabaka	54.99
Hawkins Inc	10,532.65	Team Marinucci	113.29
Hope Health	38.53	Telcologix	66.80
Iron Oakes Fencing	10,805.00	Thelen Heating & Roofing	504.00
Itasca Computer Resources	2,670.90	Thermography & Ultrasound	5,590.00
Itasca County Farm Service	4,681.14	Treasure Bay Printing	738.83
Itasca County Treasurer	1,944.38	Vessco, Inc	27,960.53
JobTarget	109.00	Viking Electric Supply	5,948.61
Johnson, Killen, & Seiler PA	524.00	Vision Pro	99.00
KGPZ	856.00	WDIO-TV	500.00
KOZY	1,485.26	WNMT-AM	386.92
L & M Supply	11,111.64	WP & RS Mars Co	175.28
L & S Electric	5,594.19	WUSZ-FM	238.00
Lano, O'toole, Bengston	1,648.00	Waste Management	1,536.03
Latvala Lumber Co	663.93	Wayne's Automotive	74.20

GRAND RAPIDS
PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
SEPTEMBER 2011

NAME	AMOUNT
Wells Fargo Cards	553.18
Wenck	15,459.44
Wesco	12,080.40
Wisconsin Energy Corporation	2,120.10
Xerox	345.10
Energy Star Rebates:	
Lynn DeGrio	55.00
Tim Murphy	50.00
Anthony Huff	50.00
Nancy Simonson	50.00
Mike Nelson	100.00
Total	1,206,103.47
Northern Business Products	1,274.74

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LINDA

* * * GRAND RAPIDS PUBLIC UTILITIES * * *
ACCOUNTS PAYABLE CHECK REGISTER 9/30/2011
WELLS FARGO BANK

CHECK NO CHECK DATE VEN NO V E N D O R

MANUAL CHECKS

1931	9/01/2011	1613	DELTA DENTAL OF MINNESOTA
1932	9/01/2011	1734	ING INSTITUTIONAL PLAN SERVICES LLC
1933	9/01/2011	700	MINNESOTA DEPT OF REVENUE
1934	9/01/2011	1232	WELLS FARGO BANK
1935	9/09/2011	700	MINNESOTA DEPT OF REVENUE
1936	9/09/2011	1232	WELLS FARGO BANK
1937	9/09/2011	1734	ING INSTITUTIONAL PLAN SERVICES LLC
1938	9/09/2011	458	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
1939	9/07/2011	1612	SELECTACCOUNT
1940	9/12/2011	1612	SELECTACCOUNT
1941	9/13/2011	890	MINNESOTA DEPARTMENT OF REVENUE
1942	9/19/2011	890	MINNESOTA DEPARTMENT OF REVENUE
1943	9/21/2011	67	BLUE CROSS BLUE SHIELD
1944	9/06/2011	1611	SELECTACCOUNT
1945	9/13/2011	1611	SELECTACCOUNT
1946	9/26/2011	1612	SELECTACCOUNT
1947	9/29/2011	700	MINNESOTA DEPT OF REVENUE
1948	9/29/2011	1232	WELLS FARGO BANK
1949	9/29/2011	1734	ING INSTITUTIONAL PLAN SERVICES LLC
1950	9/29/2011	458	PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
1951	9/28/2011	1734	ING INSTITUTIONAL PLAN SERVICES LLC
1952	9/09/2011	1611	SELECTACCOUNT
1953	9/30/2011	67	BLUE CROSS BLUE SHIELD
1954	9/09/2011	1611	SELECTACCOUNT
1955	9/30/2011	1613	DELTA DENTAL OF MINNESOTA
59859	9/01/2011	1851	CENTURY LINK
59860	9/01/2011	921	UNITED PARCEL SERVICE
59861	9/01/2011	1585	STANDARD INSURANCE COMPANY
59862	9/01/2011	1835	VERIZON WIRELESS
59863	9/02/2011	570	U S POST OFFICE
59864	9/02/2011	39	AULTMAN, JOHN
59865	9/06/2011	604	ANTHONY WARD - PETTY CASH
59866	9/08/2011	603	WARD, ANTHONY T.
59867	9/08/2011	164	EIDE, ROBERT
59868	9/09/2011		CASTLE, JOYLEEN
59872	9/09/2011	570	U S POST OFFICE
59873	9/12/2011		CINT, CHRISTINE M
59874	9/13/2011	921	UNITED PARCEL SERVICE
59875	9/13/2011	1572	MINNESOTA ENERGY RESOURCES CORP
59876	9/15/2011	1232	WELLS FARGO BANK
59877	9/16/2011	570	U S POST OFFICE
60002	9/19/2011	1693	PLACKNER TREE CARE INC
60003	9/20/2011	835	UNITED STATES POSTAL SERVICE
60004	9/20/2011		MONTAVON, JODI
60007	9/23/2011		HANNU & COMPANY LTD
60008	9/27/2011	570	U S POST OFFICE

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LINDA

* * * GRAND RAPIDS PUBLIC UTILITIES * * *
ACCOUNTS PAYABLE CHECK REGISTER 9/30/2011
WELLS FARGO BANK

CHECK NO	CHECK DATE	VEN NO	V E N D O R
60009	9/27/2011	367	MINNESOTA DEPT OF HEALTH
60010	9/27/2011	921	UNITED PARCEL SERVICE
60011	9/27/2011	1689	AT&T MOBILITY
60016	9/29/2011		COLE, MARK E
60017	9/30/2011	100	CITY OF GRAND RAPIDS
60018	9/30/2011	570	U S POST OFFICE
60019	9/30/2011	100	CITY OF GRAND RAPIDS

Previously Approved @ 9/14/11 Meeting
To Be Approved

Total Manual Checks

**CENTRAL SCHOOL COMMISSION
THURSDAY, OCTOBER 20, 2011
SUITE 1 (GARDEN LEVEL) IN CENTRAL SCHOOL
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, October 20, 2011, at 9:00 a.m., at Central School Suite 1 (Garden Level), Grand Rapids, Minnesota.

CALL OF ROLL:

On a Call of Roll, the following members were present: Commission Chair Dennis Brown, Commissioners: Linda VanArkel, Dale LaRoque, Rob Drake, Jeff Wartchow and Jean Halverson. Absent: Commissioner Trudy Hasbargen.

Staff present: Shirley Miller and Ron Edminster

Others present: Building Manager, Tom Schmoll

PUBLIC FORUM:

Ken Wagner, co-owner of Whispering Woods Gallery, opposed to rent increase for 2012. Tenants should not have to pay increase when the City is giving away free rent in the contest.

Lilah Crowe, Historical Society, opposed. Rent increase could be a hardship.

George Berkholz, Stained Glass with Class, opposed to rent increase for 2012.

Bud Stone, Chamber of Commerce, reviews proposed changes to the office and board room spaces. Working with city staff. Also requesting extra storage if and when available.

MOTION BY COMMISSIONER DRAKE, SECOND BY COMMISSIONER WARTCHOW TO APPROVE CHANGES TO OFFICE SPACE AND BOARD ROOM AS PROPOSED BY CHAMBER OF COMMERCE. The following voted in favor thereof: VanArkel, LaRoque, Wartchow, Drake, Halverson and Brown. Opposed: None, motion passed unanimously.

APPROVAL OF MINUTES: September 18, 2011 Regular Meeting & September 23, 2011 Special meeting

MOTION BY COMMISSIONER VAN ARKEL, SECOND BY COMMISSIONER DRAKE TO APPROVE THE MINUTES OF THE SEPTEMBER 18, 2011 REGULAR MEETING AND SEPTEMBER 23, 2011

SPECIAL MEETING AS PRESENTED. The following voted in favor thereof: VanArkel, Drake, Brown, Halverson LaRoque and Wartchow. Opposed: None.

APPROVE PAYMENT OF BILLS:

MOTION BY COMMISSIONER HALVERSON, SECOND BY COMMISSIONER VANARKEL TO APPROVE THE PAYMENT OF CLAIMS IN THE AMOUNT OF \$5,586.56:

Ameripride Linen & Apparel	80.80	Burggraf's Ace Hardware Inc.	18.16
Centurylink Inc.	45.83	Cole Hardware	8.33
Deer River Hired Hands Inc.	16.00	Robert Drake	223.62
Filthy Clean	1,251.56	Minnesota Energy Resources	70.65
Occupational Development Center	69.47	Paul Bunyan Telephone	74.86
P.U.C.	3,243.00	SIM Supply Inc.	189.05
Waste Management	295.23		

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

Building Maintenance Report:

Ron Edminster reviews issues regarding lighting, bathrooms in need of toilet replacement and addresses standard building maintenance needs. Lighting will be discussed at a future meeting.

Consider adopting 2012 budget:

Discussed rent increase options for 2012, considering comments received at public forum.

MOTION BY COMMISSIONER HALVERSON, SECOND BY COMMISSIONER LAROQUE TO NOT INCREASE THE RENT FOR 2012. The following voted in favor thereof: Halverson, LaRoque. Opposed: Wartchow, Drake, VanArkel and Brown. Motion failed.

MOTION BY COMMISSIONER DRAKE, SECONDED BY COMMISSIONER WARTCHOW TO INCREASE CENTRAL SCHOOL RENT BY 2% FOR 2012. The following voted in favor thereof: Wartchow, Drake, VanArkel, Halverson, LaRoque and Brown. Opposed: None, motion passed unanimously.

MOTION BY COMMISSIONER WARTCHOW, SECONDED BY COMMISSIONER DRAKE TO ADOPT THE 2012 BUDGET AS PRESENTED. The following voted in favor thereof: Halverson, LaRoque, VanArkel, Drake, Wartchow and Brown. Opposed: None, motion passed unanimously.

Grants update:

Grant from Minnesota Historical Society has been approved. Commission Chair Brown is working on the Legacy Grant.

Review revised lease agreement:

Reviewed addition of Discrimination Clause to the 2012 Central School Lease.

MOTION BY COMMISSIONER WARTCHOW, SECONDED BY COMMISSIONER VANARKEL TO APPROVE THE ADDITION OF THE DISCRIMINATION PROHIBITION CLAUSE IN THE 2012 CENTRAL SCHOOL LEASE AGREEMENT. The following voted in favor thereof: Drake, Wartchow, LaRoque, Halverson, VanArkel and Brown. Opposed: None, passed unanimously.

Management Report

Manager Schmoll reviews report provided at the meeting.

Additions to next agenda:

- Highway signs.
- Capital Campaign.

The next regularly scheduled meeting is November 17, 2011 at 9:00 a.m. unless otherwise noticed.

There being no further business, the meeting adjourned at 10:55 a.m.

Respectfully submitted,

Kimberly Johnson-Gibeau, Recorder

GRAND RAPIDS GOLF COURSE BOARD
SPECIAL MEETING
November 3, 2011
7:30 AM

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

Absent: Pat Pollard

Staff : Bob Cahill Director of Golf

- I. The meeting was called to order at 7:30 AM by Kelly Hain
- II. Jeff Ericson made a motion to approve the 2012 budget. The budget includes revenues of \$548,100 and expenses of \$547,078. Steve Forneris seconded the motion. The motion passed.
- III. Jeff Ericson made a motion to raise 2012 season pass rates for single and family adults by 3%. Steve Forneris seconded the motion. The motion passed.
- IV. Jeff Ericson made a motion to approve the 2012 capital budget which included: \$23,000 for a greens aerifier, \$5,400 to replace and add additional fencing on the west side, \$5,000 for an air exchange system in the basement, \$20,000 for docks. Steve Forneris seconded the motion. The motion passed.
- V. Steve Forneris made a motion to adjourn the meeting. Jeff Ericson seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien
Recording Secretary

CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION
CONFERENCE ROOM 2B – 420 NORTH POKEGAMA AVENUE
WEDNESDAY, OCTOBER 26, 2011 – 4:00 P.M.

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2B of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota, on Wednesday, October 26, 2011, at 4:00 p.m.

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

Staff: Lynn DeGrio, Human Resources Director

1. **CALL TO ORDER:** The meeting was called to order at 4:02 p.m.

2. **SETTING OF REGULAR AGENDA:**

Chair Wartchow introduced adding two items to the agenda, therefore, the following motion was made:

MOTION BY COMMISSIONER LEARMONT, SECOND BY COMMISSIONER DOWELL TO ADD ICC INVOICE AND REPORTS FROM LAST MEETING TO THE AGENDA UNDER OLD BUSINESS. The following voted in favor thereof: Learmont, Dowell, Wartchow, Freeman, Hall, Mundt and Sanderson. Opposed: None, motion passed.

3. **APPROVE MINUTES:** September 20, 2011 regular meeting

MOTION BY COMMISSIONER SANDERSON, SECOND COMMISSIONER FREEMAN TO APPROVE THE MINUTES OF SEPTEMBER 20, 2011 AS PRESENTED. The following voted in favor thereof: Sanderson, Freeman, Wartchow, Dowell, Hain, Learmont and Mundt. Opposed: None, motion passed.

Commissioners discussed the mailing versus emailing minutes and agenda packets. The following Commissioners requested their agenda packets be mailed: Commissioners Dowell, Learmont and Mundt. The remaining Commissioners agreed to receive the agenda packets via email.

4. **FINANCIALS:**

Commissioners agreed the ICC invoice was approved in a previous meeting; therefore, the invoice did not need to be approved again.

No financials were presented at this time.

5. CORRESPONDENCE:

Commissioner Mundt received a request from Grace House to assist in networking to find housing for GLBT individuals who have been told there are waiting lists. Commissioners confirmed a 200 plus waiting list for Section 8 housing. It is a phenomenal problem all over. Commissioner Mundt will report back the shortage to Grace House.

Commissioner Sanderson attended a training on Understanding, Communicating With and Serving the GLBTQI Community. She stated the training was well-attended.

6. OLD BUSINESS:

A. Accessibility Project Grant Monies.

The commission has spent approximately \$2100 of the \$3,000 grant monies. Chair Wartchow asked the commissioners for ideas to utilize the remaining grant monies. The following suggestions were made:

- 1) Stickers in windows – Ask Community Development for names of businesses who came for accessibility permits. It was noted ADA Accessibility is already posted.
- 2) Write a thank you letter to Blandin Foundation.
- 3) Little card with names of those who have responded.

Human Resources Director, Lynn DeGrio will check with Community Development on permits issued and update Commissioners.

B. Reports on Calls and Inquiries.

Commissioner Wartchow stated he took the Age Discrimination DVD to ICTV as part of the follow up from the last meeting.

Commissioner Sanderson will call the Minnesota Department of Human Rights to see if they have staff to follow up on complaints received.

Human Resources Director DeGrio met with Lisa Rosemore, Grand Rapids Herald-Review reporter. Ms. Rosemore stated she has not found any discrimination violations or crimes that are discriminatory or poor police treatment while reviewing Grand Rapids Police Department reports. Ms. Rosemore agreed to watch for any of the above when reviewing reports. DeGrio contacted her some time later and she had not found anything to report. Rosemore stated she would be willing to talk to the commission and report anything she might find.

Commissioner Sanderson stated she received a follow-up report from an individual from the college who spoke to Commissioner Sanderson and Human Resources Director DeGrio. The individual did file with the state and was going forward in

life. Individual thanked both the Commissioner and Human Resources Director for their assistance.

C. Hate/Bias Media Update.

Commissioner Sanderson distributed a draft of the Grand Rapids Human Rights Commission Hate and Bias Crime Response Plan. She asked everyone to review and come back next month with comments and/or changes. As a way of being proactive, a final draft will be brought before Police Chief Denny and City Administrator Gillen.

Commissioner Wartchow commended Commissioner Sanderson for her work on the Draft.

7. NEW BUSINESS:

Lobbying against the 2012 Constitutional Amendment.

Commissioners discussed the following:

- Commissioner Sanderson contacted the State League and former president.
- Everyone received the State League's information and research conclusions.
- Cannot spend public money for or against Constitutional Amendment.
- Commissioner Sanderson received a call from Sally Nelson from ACC and inquired if the Commission would be interested in working with the college to set up a spring event dealing with the marriage amendment in a broad educational event possibly for and against. Commissioner Sanderson will attend the first formative meeting in November and report back to the Commission.
- Commissioner Mundt contacted Minnesotan's United and reported on what he learned. Training for a workshop would be provided by Up Front, etc. No money involved but could put commission name as sponsor.
- Chair Wartchow and Commissioner Learmont uncomfortable promoting one way; cannot spend money on one direction or another.
- Commissioner Sanderson reminded Commissioners of League information which spells out what a Human Rights Commission can and cannot do.
- Commissioner Freeman recommended an educational piece from both sides.
- Commissioner Hall read from the last paragraph of League information.
- Commissioner Sanderson noted not everything will be popular.

Commissioners concluded the discussion and decided to leave this item on the agenda for next month. Commissioner Sanderson will bring back college information at the next meeting.

8. OTHER

A Historical Trauma meeting was announced at 3:00 p.m. at the Community Center on Wednesday, November 2, 2011 from 3:00 to 7:00 p.m. in the Enger Community Room. Becky LaPlant from Blandin Foundation organizing rides if anyone was interested.

Commissioner Dowell reported on the ACLU presentation at KAXE was poorly attended. The speaker was very good. Topics included voter I.D. and marriage amendment. They discussed a possible debate between judges in Itasca County.

The next regularly scheduled meeting will be November 30, 2011 at 4:00 p.m. unless otherwise noted.

ADJOURN:

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

MOTION BY COMMISSIONER MUNDT, SECOND BY COMMISSIONER FREEMAN TO ADJOURN THE MEETING AT 5:02 P.M. The following voted in favor thereof: Mundt, Freeman, Wartchow, Dowell, Hall, Learmont and Sanderson. Opposed: None, motion passed.

Respectfully submitted,

Dawn Schaefer, Recorder

**CENTRAL SCHOOL COMMISSION
THURSDAY, AUGUST 18, 2011
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, August 18, 2011 at 9:00 a.m., at Grand Rapids City Hall, Conference Room 2B, City Hall, Grand Rapids, Minnesota.

CALL OF ROLL:

On a Call of Roll, the following members were present: Commission Chair Denny Brown, Commissioners: Rob Drake, Trudy Hasbargen and Dale LaRoque. Linda VanArkel arrived at 10:10 a.m. Absent: Jean Halverson and Jeff Wartchow.

Staff present: Assistant Finance Director Barb Baird and Ron Edminster, Facilities Maintenance Manager.

Others present: City Attorney Chad Sterle, Building Manager Tom Schmoll and Chamber of Commerce President Bud Stone.

The meeting was called to order at 9:03 a.m.

APPROVAL OF AGENDA:

A motion was made to add Bud Stone, Chamber of Commerce President to the Agenda under Public Forum:

MOTION BY COMMISSIONER LA ROQUE, SECOND BY COMMISSIONER HASBARGEN TO ADD BUD STONE, CHAMBER OF COMMERCE PRESIDENT TO THE AGENDA. The following voted in favor thereof: LaRoque, Hasbargen, Brown and Drake, Opposed: None, motion carried.

PUBLIC FORUM: Bud Stone, Chamber of Commerce President

Mr. Stone talked to the City Council to explore moving into the Central School because of problems sustaining the lease as a sole tenant and to reduce Chamber expenses. Attorney Chad Sterle gave a background of the depot lease requirements and how the building had to be used for governmental purposes. A lease was drawn up thirty years ago between the City of Grand Rapids and Burlington Northern with a sub-lease to the Chamber of Commerce. The Burlington Northern, City of Grand Rapids, Depot Commons and the Chamber all have interest in the depot. Attorney Sterle is talking to Burlington Northern to see if the depot can be used for other purposes. It would also be easier for the City to market the depot. The depot was originally set

up to contain three entities and share expenses. At present the Chamber is the only entity occupying space.

Mr. Stone was seeking answers on what can they do in terms of remodeling Room 109 in the Old Central School because it is a historical building. They are willing to invest in the remodel through the Depot Commons 501C6. He would like to put three offices and a board room in that space. They would prefer the first floor space and discussed the pros and cons of first floor versus ground level space.

Attorney Sterle stated the City Council is interested in:

- 1) Looking at making a capital investment in vacated Uncle Bill's (Room 109) space.
- 2) Looking at length of lease. If Chamber puts in capital and a 5 year lease at Old Central School, Depot Commons 501C6 will lease the space and the Chamber will rent from the Depot Commons 501C6.

Objections presented:

- 1) Commission would like to see a retail business in that space as past history indicates and would like to see the door always open during normal business hours on the first floor.
- 2) The Chamber cannot provide staff at all times and prefer the first floor space over the ground level.

The Commission and City Council would like the Old Central School filled. The RFP has gone out and the deadline for responses is September 15, 2011. Attorney Sterle pointed out the Commission needs to look at the cost/benefit analysis. A new business has no viability whereas, the Chamber has been established and is viable.

After a lengthy discussion, Commission Chair Brown stated he will attempt to set up a meeting with the Minnesota Historical Society representative to meet with Mr. Stone to discuss what is allowed in remodeling a historical building space and see if that will meet their needs. The Commission will meet again in a special meeting to continue this discussion.

Commissioner LaRoque left the meeting at 10:22 a.m.

APPROVAL OF MINUTES: July 21, 2011 regular meeting

MOTION BY COMMISSIONER VAN ARKEL, SECOND BY COMMISSIONER DRAKE TO APPROVE THE MINUTES OF JULY 21, 2011 REGULAR MEETING AS PRESENTED. The following voted in favor thereof: VanArkel, Drake, Brown and Hasbargen. Opposed: None, motion carried.

APPROVE PAYMENT OF BILLS:

MOTION BY COMMISSIONER HASBARGEN, SECOND BY COMMISSIONER VAN ARKEL TO APPROVE THE PAYMENT OF CLAIMS DUE ON OR BEFORE 08/18/2011 IN THE AMOUNT OF \$5,892.05 AS PRESENTED:

AmeriPride Linen	\$ 80.80	Anderson Glass	\$ 60.00
Burggraf's Ace Hardware	25.10	Cole Hardware Inc.	24.76
Deer River Hired Hands	8.00	Gartner Refrigeration Co.	306.00
City of Grand Rapids	586.27	LAMAR Companies	550.00
MN Energy Resources	29.75	MN Sales & Use Tax	2.90
Occupational Dev't. Ctr.	69.47	Otis Elevator Company	2,207.16
Paul Bunyan Telephone	74.76	PUC	1,325.10
Qwest	45.85	SIM Supply Inc.	199.47
Waste Management	288.66		

The following voted in favor thereof: Hasbargen, VanArkel, Brown and Drake.
Opposed: None, motion carried.

MOTION BY COMMISSIONER HASBARGEN, SECOND BY COMMISSIONER VAN ARKEL TO ADD TWO NEW BILLS TO THE BILL LIST FOR APPROVAL: RAPIDS PLUMBING & HEATING IN THE AMOUNT OF \$97.00 AND FILTHY CLEAN IN THE AMOUNT OF \$1,251.56. The following voted in favor thereof: Hasbargen, VanArkel, Brown and Drake. Opposed: None, motion carried.

MOTION BY COMMISSIONER VAN ARKEL, SECOND BY COMMISSIONER DRAKE TO APPROVE PAYMENT OF CLAIMS TO RAPIDS PLUMBING AND HEATING IN THE AMOUNT OF \$97.00 AND FILTHY CLEAN IN THE AMOUNT OF \$1,251.56 DUE ON OR BEFORE 8/18/2011. The following voted in favor thereof: VanArkel, Drake, Brown and Hasbargen. Opposed: None, motion carried.

BUILDING MAINTENANCE REPORT:

Building Maintenance Manager Edminster was not in attendance at time of report, but requested Finance Director Miller to inform the Commission they are going to paint Elder Circle room for less than \$500.

Building Manager Schmoll stated he has been working with Anderson Glass on replacing the hardware on the push doors but they do not have the correct parts. He is looking at options to make the doors compliant.

Building Manager Schmoll also stated the first light bulb went out in the new lights which will cost \$36.00 each; he has ordered six replacement bulbs.

OLD BUSINESS:

a. Uncle Bill's – Revenue Recapture:

Finance Director Miller stated Attorney Chad Sterle is going to file for Revenue Recapture, cost to the Commission of \$100.00.

b. Grants -- Update:

The final grant application will be submitted today for the foundation repair which is a matching grant. Another Legacy Grant (non-matching grant) can be applied for to replace the hardware on the doors. Commissioner Drake volunteered to assist with the grant.

c. Chamber and Great Space Giveaway Update:

Please see Public Forum for information previously discussed.

d. Update on Doors:

Please see the Building Maintenance Report for further details.

NEW BUSINESS: None to report.

MANAGEMENT REPORT:

Building Manager Schmoll distributed the August 2011 Manager's Report and briefly reviewed it: Window washing has been completed. As far as additional information in the report, please see the August 2011 Manager's Report for further details.

There will be a special meeting August 29, 2011 at 9:00 a.m. to continue discussion on the leasing of space to the Chamber of Commerce through the Depot Commons.

The next regularly scheduled meeting will be September 15, 2011 at 9:00 a.m. unless otherwise noted.

ADJOURN:

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

MOTION BY COMMISSIONER HASBARGEN, SECOND BY COMMISSIONER VAN ARKEL, TO ADJOURN THE MEETING AT 10:46 A.M. The following voted in favor thereof: Hasbargen, VanArkel, Brown and Drake. Opposed: None, motion carried.

Respectfully submitted,

Dawn Schaefer, Recorder

**CENTRAL SCHOOL COMMISSION
MONDAY, AUGUST 29, 2011
CONFERENCE ROOM 2B, CITY HALL
GRAND RAPIDS, MINNESOTA
AT 9:00 A.M.**

CALL TO ORDER:

Pursuant to due notice and call thereof, a special meeting of the Central School Commission was held Monday, August 29, 2011, at 9:00 a.m., at Grand Rapids City Hall, 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: Rob Drake, Jean Halverson, Trudy Hasbargen, Dale LaRoque, Linda Van Arkel and Jeff Wartchow. Absent: None.

Staff present: City Administrator Shawn Gillen, Finance Director Shirley Miller and Facilities Maintenance Manager Ron Edminster.

Others present: Building Manager Tom Scholl

1. Call to Order.

The meeting was called to order at 9:02 a.m.

2. Commission discussion regarding the Depot Commons leasing space in the Old Central School and subletting to the Chamber of Commerce.

Chair Brown welcomed City Administrator Shawn Gillen and introductions were made. This special meeting was called to continue the discussion on renting space to the Depot Commons for Chamber of Commerce use. Chair Brown stated he met with Bud Stone, President of the Grand Rapids Chamber of Commerce. They toured the Old Central School space vacated by Uncle Bill's and then toured Elder Circle and Baby Steps rooms on the Garden Level. After the tour, Mr. Stone telephoned Chair Brown and made their intentions known to rent on the Garden Level. A short time later, Mr. Stone met with City Administrator Gillen to discuss a five (5) year lease for Suites 1 and 10 on the Garden Level. The Depot has requested leasing Suite 1 for a rental fee and leasing Suite 10 without a fee to be used for Chamber Board meetings, tenant use and community use. The Depot Commons would do all necessary remodeling to both rooms at their expense.

The following items were briefly discussed:

- All tenant rent pays for upkeep of building.
- Chair Brown stated Minnesota State Historical gave permission for room remodeling
- Commission not willing to make other tenants pay more rent because of free space.
- The Depot Commons does not qualify for the RFP.

- Depot Commons would be anchor tenant for 5 years in Suite 1 and would lease space in Suite 10 for a board room at no charge and would remodel both rooms at their expense.
- Need future discussion on what to do with Visitor Center.
- Visitor Center now open 24 hours/day in Depot – it would not be in Old Central School.
- Visit Grand Rapids possibly use technology in Old Central School visitor area for public use.
- City would take over Depot building.
- City would go to Burlington Northern to change wording of lease on Depot.
- City would rather see revenue in the Old Central School.
- Historical Society also considering options on their rental space because of budget constraints.
- Suite 10 has been vacant four years.
- Option of longer lease with Depot Commons?
- Chamber would control board room – easy to work with.
- Outside people currently rent a vacant room for \$25/day and \$15/1/2 day which would remain the same.
- Lease would workout details of board room.
- City to work out terms in both leases.
- Chamber desires sink and counter in Suite 1 which was referred to Facilities Maintenance Manager Edminster.

After discussion, the following motion was made:

MOTION BY COMMISSIONER DRAKE, SECOND BY COMMISSIONER VAN ARKEL TO RECOMMEND TO THE CITY COUNCIL TO CONSIDER THE APPROVAL OF TWO (2) LEASES TO DEPOT COMMONS FOR THE TWO GARDEN LEVEL SPACES [SUITE ONE (1) AND SUITE TEN (10)] IN THE OLD CENTRAL SCHOOL FOR A PERIOD OF FIVE (5) YEARS EACH. The following voted in favor thereof: Drake, VanArkel, Brown, Halverson, Hasbargen, LaRoque and Wartchow. Opposed: None, motion carried.

The next regularly scheduled meeting will be September 15, 2011 unless otherwise noted.

The meeting adjourned at 9:30 a.m.

Respectfully submitted,

Dawn Schaefer, Recorder

**CENTRAL SCHOOL COMMISSION
FRIDAY, SEPTEMBER 23, 2011
CONFERENCE ROOM 2B, CITY HALL
GRAND RAPIDS, MINNESOTA
AT 9:00 A.M.**

CALL TO ORDER:

Pursuant to due notice and call thereof, a special meeting of the Central School Commission was held Friday, September 23, 2011, at 9:00 a.m., at Grand Rapids City Hall, 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: Rob Drake, Trudy Hasbargen, Dale LaRoque, and Jeff Wartchow. Absent: Jean Halverson and Linda Van Arkel.

Staff present: Finance Director Shirley Miller

1. Call to Order.

The meeting was called to order at 9:03 a.m.

2. Discuss and consider recommendation of the Chamber Lease to the City Council.

The Central School Commission met to discuss and consider a recommendation of the Chamber Lease (Depot Common Lease) to the City Council. To begin the discussion, the Commission reviewed a distributed email from Bud Stone, Grand Rapids Area Chamber of Commerce to Finance Director Shirley Miller. The Commissioners went over each line item and compared their concerns with the amended lease to Depot Commons. The following are the issues raised and the discussion concerning them:

3.3 Depot Board would like documentation of reasons justifying the possible increase in lease rent. The Commission does not make documentation to justify increases in rent; therefore no changes were made to the amended lease.

3.4 a. In reference to the Board Room (Suite 10), they would like to retain any fees charged because of being responsible for maintaining supplies, etc. in the Board Room. The amended lease currently reads "The Lessee will be allowed to keep 20% (twenty-percent) of all fees collected and will forward the remaining 80% (eighty percent) to the Central School Commission." Consensus of Commissioners was to agree with current wording as it is a win, win for everyone involved: free rental of space to Depot Commons, Chamber of Commerce and tenants, with fees being charged to outside groups.

b. In addition, they requested the fee for usage should be disclosed in this paragraph. The Commission sets the fee; they cannot put the fee for usage in writing as the lease would need to be changed every time the fee would change.

MOTION BY COMMISSIONER DRAKE, SECOND BY COMMISSIONER LAROQUE TO DECLINE THE REQUEST BY THE DEPOT COMMONS (LESSEE) TO RETAIN ALL THE FEES CHARGED IN THE RENTAL OF THE BOARD ROOM (ROOM 10) AND LEAVE THE LANGUAGE AS PRESENTED IN THE AMENDED LEASE IN REGARD TO THE 80/20 SPLIT. The following voted in favor thereof: Drake, LaRoque, Brown, Hasbargen and Wartchow. Opposed: None, motion carried.

4.2 The request to see a schedule for maintenance and cleaning of the Central School was met with approval. They will also give copies to all tenants. The Commission will ask the Building Manager to supply a schedule. In addition, the request to include a schedule for the boiler system and the A/C ducts would be in Maintenance Contracts and will be told to tenant verbally.

6.1 Requesting the use of “commercial” in front of the words kitchen equipment, refrigeration equipment and air conditioning units for clarification. The term in the lease is “extraordinary purposes” which covers anything commercial and not normal office use of electricity. Without an extra meter, it would be hard to charge a tenant separately. The Commission will leave the wording of the amended lease as is.

7.2 The Chamber needs about 34 linear feet of display space for members’ brochure racks and need to mount them for safety on the wall or in the floor. The amended lease states the Lessee may write a letter to the Commission requesting more floor space and does not need to be stated in the amended lease agreement. Commissioners would like to see signs on the first floor directing visitors to brochure racks. The Facilities Maintenance Manager informed Finance Director Miller that racks should be bolted to the floor rather than the brick walls which would deteriorate.

7.3 The Depot Commons Board requested 7.3 be eliminated from the lease in regard to hours of operation. Finance Director Miller stated the amended lease has that paragraph eliminated regarding hours of operation.

16.1 Wording in regard to “parent organization” should be changed to “supporting organization”. The amended lease agreement has that change made.

The following items were raised by Commissioner Wartchow for discussion:

1. In the August 18, 2011 minutes, it stated the Depot Commons was a 501(c)(6) organization. Rather, the Chamber of Commerce is 501(c)(6) and the Depot Commons is 501(c)(3). The amended lease reads correctly and correction should be noted for Minutes.
2. Finance Director Miller offered an explanation for 5% operating budget being transferred to Capital Reserve account.
3. Under 3.3:
 - a. Commissioner thought the wording of base rent “shall be adjusted” should read, “base rent ‘may’ be adjusted”.
 - b. The wording about the annual rate of adjustment of rent not to exceed 3% was questioned. The Finance Director stated all other tenant leases are for one year but

this lease is for a period of five years. In the past, the rate increase has not exceeded 3% per year. If this clause was not included in this lease, every year the lease would need to be renewed.

- c. In reference to the 3 month deposit and interest paid, Finance Director Miller explained the procedure to the Commissioners.
 - d. A typographical error in the 3rd line down in 4.2: "undertaking" should be changed to "undertaken". Finance Director Miller made note. Commissioner Wartchow also wondered who would approve any alterations and improvements to the leased premises; the Facilities Maintenance Manager would be responsible for approving all plans.
- 4. Questioned the wording of Central School in 4.3 if it should include the City of Grand Rapids? Central School is owned by the City.
 - 5. Commissioner Wartchow would like to see an additional paragraph as 7.5 to recognize the anti-discrimination law and the lessee will abide by them. Finance Director Miller stated there is no time to include that paragraph in this lease, but she will speak to the City Attorney about adding it to future leases. Commissioner Wartchow offered his assistance.
 - 6. The question was raised in 9.1. If there were no tenants for profit or tenants for non-profit in the building, would the Commission be reduced by one? Finance Director Miller stated the Commission has never seen this situation in the past.
 - 7. Under 10.1, tenth line down, middle of the line, "they Lessee" should read "the Lessee". Finance Director Miller noted the correction.
 - 8. Page 14, 19.2, middle of the paragraph, "dealt" should read "default". Finance Director Miller noted the correction.

After discussion, the following motion was made:

MOTION BY COMMISSIONER DRAKE, SECOND BY COMMISSIONER HASBARGEN TO ACCEPT THIS AMENDED LEASE FOR THE DEPOT COMMONS THROUGH CENTRAL SCHOOL WITH NOTED CORRECTIONS AND RECOMMEND TO THE CITY COUNCIL FOR APPROVAL. The following voted in favor thereof: Drake, Hasbargen, Brown, LaRoque and Wartchow. Opposed: None, motion carried.

The next regularly scheduled meeting will be October 20, 2011 unless otherwise noted.

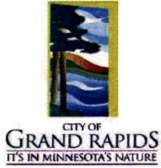
3. ADJOURNMENT.

The following motion was made to adjourn:

MOTION BY COMMISSIONER WARTCHOW, SECOND BY COMMISSIONER DRAKE TO ADJOURN THE MEETING AT 9:54 A.M. The following voted in favor thereof: Wartchow, Drake, Brown, Hasbargen and LaRoque. Opposed: None, motion carried.

Respectfully submitted,

Dawn Schaefer, Recorder



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1924 **Version:** 1 **Name:** Library Department Head Report
Type: Department Head Report **Status:** Filed
File created: 11/22/2011 **In control:** Library
On agenda: 11/28/2011 **Final action:** 11/28/2011
Title: Library - Marcia Anderson

Sponsors:

Indexes:

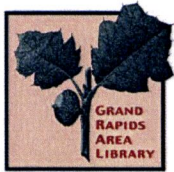
Code sections:

Attachments: [Library Department Head Report Nov 2011](#)

Date	Ver.	Action By	Action	Result
11/28/2011	1	City Council		

Title

Library - Marcia Anderson



Library Department Head Report November 28, 2011



Our summer and fall have been filled with programs and activities around the Library. We continue to focus on the goals identified in our strategic plan, and create a welcoming place for our community.

Strategic Plan implementation update:

The Library Board, supporting organizations and staff developed a strategic plan in early 2009 and we are making progress implementing that plan. Library Board members and staff met in April to review progress for the year and develop action plans for the upcoming year.

Goal I: Parents will feel supported in preparing their preschoolers for learning success and primary students will develop a love of reading and learning

- Our Summer Reading Program for children was very successful, with record high participation (674 sign ups) and completion rates.
- We offered a variety of entertaining programs (music, drumming, YoYos) in the meeting room and in the KAXE/Rotary tent
- Our story times, both Mondays and Saturdays, have been very well attended. By popular demand we offered Saturday Story Times every Saturday through the summer. We also tried offering a Story Time on Monday mornings all summer, and they were well received.
- Thanks to contributions from the Library Foundation, the Friends of the Library, the Grand Rapids Rotary and Centennial Rotary Clubs, we just ordered a Literacy Station to increase the learning opportunities for children in the library.

Goal II: Individuals will be supported in their personal search for knowledge and development of skills. ”

- Our computers are used regularly by students taking online classes, and students doing work for local classes.
- Some of the more practical programs have been on gardening, energy conservation, and genealogy.
- “How to” books continue to be very popular, and online repair manuals are popular.

Goal III: Individuals will have access to online resources that connect them to their community and the world.

- Our “portable computer lab” has been used by Elder Circle for training at area senior centers.
- Our wireless network was replaced in November, resulting in much faster speeds and more reliable connections for people bringing in their own laptops or other devices.
- The upgraded wireless network will allow us to hold computer classes in our meeting room. The first Computer Basics class is scheduled for December 8th, and we will do an additional series of classes beginning in February.

Goal IV: *Individuals will enjoy varied options that enrich their leisure time, broaden their world view, and inspire their creativity.*

- We hosted art, music, history, geology and many other programs this summer and fall.
- Availability and use of downloadable ebooks and audio books provided by the Arrowhead Library System has grown quickly, especially after the availability of books for Kindle devices. We anticipate another spike after Christmas this year.
- In collaboration with the DNR and the evening Rotary club, we provided fishing tackle and equipment for loan.
- Ensembles from the MN Orchestra provided two concerts in the Library in October for more than 140 people.
- Our popular museum and events pass program will resume this winter, funded by Legacy funds through the Arrowhead Regional Library System.
- We will do another *Rapids Reads* Community Read project with events in March & April. The selected book is "Into the Wild" by Jon Krakauer.

Community Collaboration

We have been collaborating with a variety of community organizations and agencies to provide programs and services including: Itasca Community College, Itasca Genealogy Society, Elder Circle, and the Garden Club.

Alternative Energy project

The energy building is complete and modifications have been made to the heating systems in the Library building. The heat transfer equipment is expected to arrive on November 25 or 28, and will be installed immediately. The system is expected to be operational by December 11. The Library Foundation is raising money for the educational pieces of the project, including an interactive dashboard and demonstration solar and wind power units.

Libraries of Minnesota

The Grand Rapids Area Libraries, both new and old, are included in two books published this year. The old Carnegie Library building is included in *Carnegie Libraries of Minnesota* by Kevin Clemens, and the new Library is included in *Libraries of Minnesota*, with photographs by Doug Ohman and text by several Minnesota authors.

Hours change

After January 2nd we will begin closing one hour earlier, at 7 pm, Monday – Thursday. Friday and Saturday hours will remain the same.

The Library continues to be well used, and a very popular place to visit!



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #: 11-1913 **Version:** 1 **Name:** 2012-13 MNDOT Routine Maintenance Agreement
Type: Agenda Item **Status:** Passed
File created: 11/22/2011 **In control:** Public Works
On agenda: 11/28/2011 **Final action:** 11/28/2011

Title: Consider passing a resolution to enter into the proposed Routine Maintenance Agreement No. 00236 between the Minnesota Department of Transportation and the City of Grand Rapids for the amount of \$46,326.60 (Fiscal Year 2012 - \$23,163.30 and Fiscal Year 2013 - \$23,163.30) and authorize the Mayor to sign the attached resolution.

Sponsors:

Indexes:

Code sections:

Attachments: [2012-13 MNDOT Routine Maint Agreement 00236.pdf](#)
[2012-13 MNDOT Routine Maint Agreement Resolution.pdf](#)

Date	Ver.	Action By	Action	Result
11/28/2011	1	City Council		

Title

Consider passing a resolution to enter into the proposed Routine Maintenance Agreement No. 00236 between the Minnesota Department of Transportation and the City of Grand Rapids for the amount of \$46,326.60 (Fiscal Year 2012 - \$23,163.30 and Fiscal Year 2013 - \$23,163.30) and authorize the Mayor to sign the attached resolution.

Body

Background Information:

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

There are no changes as it pertains to maintenance from the 2012-2013 Agreement. For both Fiscal Years of 2012 and 2013, Routine Maintenance is \$22,338.00 which is based on the rate of 11.12 lane miles times \$2,008.81 per lane mile and Sweeping is \$825.30 which is based on 18.34 lane miles times \$45.00 per lane mile.

Requested City Council Action

Enter into the proposed Routine Maintenance Agreement No. 00236 between the Minnesota Department of Transportation and the City of Grand Rapids for the amount of \$46,326.60 (Fiscal Year 2012 - \$23,163.30 and Fiscal Year 2013 - \$23,163.30) and authorize the Mayor to sign the attached resolution.

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

**Routine Maintenance and Sweeping
Performed by the City on:**

**Total Agreement Amount
\$46,326.60**

Trunk Highway Number (TH): 2
Trunk Highway Number (TH): 38
Trunk Highway Number (TH): 169

**Amount Encumbered (Fiscal Year 2012)
\$23,163.30**

**Amount Encumbered (Fiscal Year 2013)
\$23,163.30**

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

Recitals

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

Agreement

1. Term of Agreement; Survival of Terms

- 1.1. **Effective date.** This Agreement will be effective on January 1, 2012 or the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2, whichever is later.
- 1.2. **Expiration date.** This Agreement will expire on January 1, 2014 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3. **Survival of terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 7. Liability; Worker Compensation Claims; Insurance; 9. State Audits; 10. Government Data Practices; 11. Governing Law; Jurisdiction; Venue; and 13. Force Majeure.

2. Agreement Between the Parties

2.1. Maintenance by the City

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

- ii. On Trunk Highway No. 38 from junction with Trunk Highway No. 2 to 5th Street North West, a total distance of .07 miles consisting of .21 lane miles.
 - iii. On Trunk Highway No. 169 from 10th Avenue North East to 10th Street West, a total distance of 1.31 miles consisting of 5.45 lane miles.
- B. *Sweeping Locations.*** The City will perform sweeping of the following portions of the trunk highway system within the Corporate City limits:
- i. On Trunk Highway No. 2, east from Itasca Street to MnDNR Building on North side of Trunk Highway No. 2, a total distance of 0.483 miles consisting of 1.93 lane miles.
 - ii. On Trunk Highway No. 2, east from 17th Avenue North West to 7th Avenue North West, a total distance of 0.745 miles consisting of 2.98 lane miles.
 - iii. On Trunk Highway No. 169, north from North East 10th Avenue to Glenwood Drive, a total distance of 0.955 miles consisting of 3.82 lane miles.
 - iv. On Trunk Highway No. 169, north from 29th Street South to 10th Street South East, a total distance of 1.36 miles consisting of 5.44 lane miles.
 - v. On Trunk Highway No. 38, north from 5th Street North West to end of the curb and gutter at Ref. Pt. 2.155, a total distance of 2.083 miles consisting of 4.17 lane miles.
- C. *Total Mileage.*** The total trunk highway mileage for the routine maintenance performed under this Agreement is 2.604 miles consisting of 11.12 lane miles. The total trunk highway mileage for the sweeping maintenance performed under this Agreement is 5.626 miles consisting of 18.34 lane miles.
- 2.2. *Maintenance Responsibilities (Reimbursable)*** The City will perform the following routine maintenance and sweeping duties to the satisfaction of the State's District Maintenance Engineer at Duluth. All materials used in the performance of said routine maintenance and sweeping must comply with the State's current "Standard Specifications for Construction".
- A. *Routine Maintenance***
- i. Maintain the trunk highway(s) to keep them smooth and in good repair for the passage of traffic and free from all obstructions and impediments to traffic. This includes all necessary preventative maintenance to preserve the roadbed in its present condition, such as proper and timely crack sealing of the surface, restoration of utility openings, and all necessary patching of the roadbed.
 - ii. Keep the traveled roadway free and clear of ice, snow, litter, debris, and any other foreign matter of any nature.
 - iii. Sand, salt or chemically treat the traveled roadway as necessary to provide for safe public travel.
 - iv. Maintain the roadside vegetation and landscaping in a neat and orderly fashion by mowing, trimming, and providing for noxious weed control according to Minnesota Statutes § 160.23.
 - v. Dispose of all snow, litter, debris and any other foreign matter collected upon, along or adjacent to the trunk highway proper and within the trunk highway right-of-way limits and State roadside development facilities (i.e. rest areas) according to all applicable laws, ordinances, and regulations.
 - vi. Maintain roadway markings, traffic control devices and safety devices in operating and usable condition. The State will place, install and maintain at all times suitable guide signs, warning signs, route markers, and center lines for the guidance of traffic on the trunk highway(s).
 - vii. Furnish all labor, materials, tools, equipment and any other necessary items to perform the routine maintenance duties covered under this agreement.

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

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

3. Basis of State Cost

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

4. State Cost and Payment by the State

- 4.1. State Cost.** \$46,326.60 is the State's estimated total cost for the routine maintenance and sweeping covered under this Agreement based on the data below:
- A. Fiscal Year 2012**
- i. **Routine Maintenance:** \$22,338.00 = 11.12 lane miles times \$2,008.81 per lane mile
 - ii. **Sweeping:** \$825.30 = 18.34 lane miles times \$45.00 per lane mile
- B. Fiscal Year 2013**
- i. **Routine Maintenance:** \$22,338.00 = 11.12 lane miles times \$2,008.81 per lane mile
 - ii. **Sweeping:** \$825.30 = 18.34 lane miles times \$45.00 per lane mile
- 4.2. Conditions of Payment.** The State will make a lump sum payment to the City for routine maintenance and sweeping performed, on a quarterly basis, on or after September 30, December 31, March 31, and June 30 of each State fiscal year after the following conditions have been met:
- A. Encumbrance by the State of the necessary funds for the routine maintenance and sweeping payment amount.
 - B. Execution of this Agreement and transmittal to the City.
 - C. The State's receipt of an invoice from the City for the applicable quarter, signed by the State's authorized representative attesting that all routine maintenance and sweeping has been performed in full conformity with this Agreement.
 - i. The invoice must indicate the amount, if any, deducted from the estimated quarterly payment under Article 2.5 of this Agreement.
 - ii. The City will keep records and accounts that enable it to provide the State, when requested, with documentation itemizing the labor, materials and equipment used to perform the routine maintenance and sweeping.

5. Authorized Representatives

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

5.1. The State's Authorized Representative will be:

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

5.2. The City's Authorized Representative will be:

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

6. Assignment; Amendments; Waiver; Contract Complete

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

7. Liability; Worker Compensation Claims; Insurance

- 7.1. Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City. Notwithstanding the foregoing, the City will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's contractor(s) or consultant(s) or by a third party because of an act or omission by the City or its contractor(s) or consultant(s).
- 7.2. Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.
- 7.3. The City may require its contractor to carry insurance to cover claims for damages asserted against the City's contractor.

8. Nondiscrimination

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

9. State Audits

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

10. Government Data Practices

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

11. Governing Law; Jurisdiction; Venue

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

12. Termination

12.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below

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

13. Force Majeure

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

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STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Encumbrance No. _____

CITY OF GRAND RAPIDS

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

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

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(Area Maintenance Engineer)

Date: _____

Approved:

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With delegated authority)

Date: _____

CITY OF GRAND RAPIDS

RESOLUTION

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

To provide for routine maintenance and sweeping by the City upon, along and adjacent to Trunk Highway No. 2 and No. 38 and No. 169, the limits of which are defined in said Agreement.

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

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 _____, 2011, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to before me this _____ day of _____, 2011

Notary Public _____

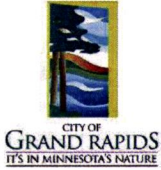
My Commission Expires _____

NOTARY
STAMP

(Signature)

(Type or Print Name)

(Title)



CITY OF GRAND RAPIDS

CITY COUNCIL CHAMBERS
420 NORTH POKEGAMA
AVE.

Legislation Details (With Text)

File #:	11-1929	Version:	1	Name:	VERIFIED CLAIMS
Type:	Agenda Item	Status:		Status:	Passed
File created:	11/23/2011	In control:		In control:	Finance
On agenda:	11/28/2011	Final action:		Final action:	11/28/2011
Title:	Consider approving the verified claims for the period November 8, 2011 to November 21, 2011 in the total amount of \$334,745.08.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	11/28/2011 BILL LIST.pdf				

Date	Ver.	Action By	Action	Result
11/28/2011	1	City Council		

Title

Consider approving the verified claims for the period November 8, 2011 to November 21, 2011 in the total amount of \$334,745.08.

Requested City Council Action

Consider approving the verified claims for the period November 8, 2011 to November 21, 2011 in the total amount of \$334,745.08.

COUNCIL BILL LIST - NOVEMBER 28, 2011

DATE: 11/23/2011
 TIME: 10:30:32
 ID: AP443000.CGR

CITY OF GRAND RAPIDS DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/28/2011

VENDOR #	NAME	AMOUNT DUE
<hr style="border-top: 1px dashed black;"/>		
GENERAL FUND		
0904227	INDENTIFIX INC	1,641.60
	TOTAL	1,641.60
CITY WIDE		
0118625	ARROW EMBROIDERY	25.00
0400015	D.C.R. COMMUNICATIONS INC	15.00
1309098	MINNESOTA DEPT OF ADMN	55.33
1405550	NEOPOST INC	50.00
	TOTAL CITY WIDE	145.33
SPECIAL PROJECTS-NON BUDGETED		
0701650	GARTNER REFRIGERATION CO	346.00
	TOTAL SPECIAL PROJECTS-NON BUDGETED	346.00
ADMINISTRATION		
0612085	FLAHERTY & HOOD	732.33
1920240	STERLE LAW OFFICE	2,500.00
	TOTAL ADMINISTRATION	3,232.33
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE LINEN & APPAREL	25.40
0114200	ANDERSON GLASS	1,496.25
0221650	BURGGRAF'S ACE HARDWARE INC	3.58
0315455	COLE HARDWARE INC	131.33
0701650	GARTNER REFRIGERATION CO	2,138.28
1909510	SIM SUPPLY INC	115.29
	TOTAL BUILDING MAINTENANCE-CITY HALL	3,910.13
COUNCIL/COMMISSION/BOARDS		
1909510	SIM SUPPLY INC	210.54
1920240	STERLE LAW OFFICE	2,500.00
	TOTAL COUNCIL/COMMISSION/BOARDS	2,710.54
FIRE		

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 11/28/2011

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
0401804	DAVIS OIL	198.46
0701650	GARTNER REFRIGERATION CO	218.50
0805350	HEIMAN INC	280.00
1200500	L&M SUPPLY	172.35
1301252	CHRIS MATTFIELD	275.00
1721105	QUALITY REFRIGERATION & HTG	275.48
TOTAL FIRE		1,419.79
INFORMATION TECHNOLOGY		
0315537	CONNECTING POINT TECHNOLOGIES	502.95
0400015	D.C.R. COMMUNICATIONS INC	15.00
0405275	DEERWOOD TECHNOLOGIES INC	2,624.85
1309098	MINNESOTA DEPT OF ADMN	277.48
TOTAL INFORMATION TECHNOLOGY		3,420.28
PUBLIC WORKS		
0121721	AUTO VALUE - GRAND RAPIDS	113.28
0221650	BURGGRAF'S ACE HARDWARE INC	4.25
0301655	CARGILL INCORPORATED	3,583.29
0301685	CARQUEST AUTO PARTS	13.32
0315455	COLE HARDWARE INC	138.07
0315481	COMMERCIAL ASPHALT REPAIR LLC	2,350.00
0401804	DAVIS OIL	912.20
0601690	FASTENAL COMPANY	176.81
0815647	HORN PLASTICS INC	219.10
1421700	NUSS TRUCK GROUP INC	0.00
1503150	OCCUPATIONAL DEVELOPMENT CTR	1,314.56
1621125	PUBLIC UTILITIES COMMISSION	16,298.65
1801585	RAPIDS ELECTRIC INC	490.27
1801897	RAY JOHNSON STUMP GRINDING	160.00
2605225	ZEE SERVICE COMPANY	29.66
TOTAL PUBLIC WORKS		25,803.46
FLEET MAINTENANCE		
0103325	ACHESON TIRE COMPANY INC	20.00
0121721	AUTO VALUE - GRAND RAPIDS	24.47
0301685	CARQUEST AUTO PARTS	135.30
0315455	COLE HARDWARE INC	55.58
1201850	LAWSON PRODUCTS INC	140.95
1301015	MACQUEEN EQUIPMENT INC	277.48

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 11/28/2011

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FLEET MAINTENANCE		
1421700	NUSS TRUCK GROUP INC	105.42
TOTAL FLEET MAINTENANCE		759.20
POLICE		
0121721	AUTO VALUE - GRAND RAPIDS	105.24
0221650	BURGGRAF'S ACE HARDWARE INC	32.04
0301685	CARQUEST AUTO PARTS	33.49
0601680	FASHION TO FIT	22.50
1309098	MINNESOTA DEPT OF ADMN	65.00
1309160	MN COUNTY ATTORNEYS	61.99
1309495	MINUTEMAN PRESS	127.92
1506265	NORTHERN OFFICE OUTFITTER INC	117.55
1605665	PERSONNEL DYNAMICS, LLC	165.75
1801590	RAPIDS FORD LINCOLN	723.46
1801609	RAPIDS TOWING	300.00
2000400	T J TOWING	200.00
2305448	WELLS FARGO	61.10
TOTAL POLICE		2,016.04
RECREATION		
1309495	MINUTEMAN PRESS	118.83
TOTAL RECREATION		118.83
PUBLIC LIBRARY		
0801820	HAWK CONSTRUCTION INC	2,753.00
TOTAL		2,753.00
AIRPORT		
0315455	COLE HARDWARE INC	67.64
0504825	EDWARDS OIL INC	89.45
0920040	ITASCA COUNTY FARM SERVICE	83.20
1309360	MN DEPT OF TRANSPORTATION	2,126.00
TOTAL		2,366.29

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 11/28/2011

VENDOR #	NAME	AMOUNT DUE
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	27.70
0315455	COLE HARDWARE INC	55.48
0405223	DEER RIVER HIRED HANDS INC	8.00
0501656	THE EARTHGRAINS COMPANY INC	8.70
0605670	FERRELLGAS	205.20
0701650	GARTNER REFRIGERATION CO	3,723.80
1301168	MARKETPLACE FOODS	28.36
1605611	PEPSI-COLA	540.68
1901500	SAMMY'S PIZZA	110.00
1901535	SANDSTROM COMPANY INC	2,024.34
1909510	SIM SUPPLY INC	129.81
2116600	UPPER LAKE FOODS INC	52.76
TOTAL GENERAL ADMINISTRATION		6,914.83
RECREATION PROGRAMS		
0718009	GRAND RAPIDS ARCHERS INC	480.00
1605665	PERSONNEL DYNAMICS, LLC	1,237.60
TOTAL		1,717.60
CEMETERY		
0221650	BURGGRAF'S ACE HARDWARE INC	35.25
1503150	OCCUPATIONAL DEVELOPMENT CTR	60.00
TOTAL		95.25
DOMESTIC ANIMAL CONTROL FAC		
0221650	BURGGRAF'S ACE HARDWARE INC	13.88
1909510	SIM SUPPLY INC	283.70
TOTAL		297.58
MUNICIPAL STATE AID STRT-CONST		
NO PROJECT		
1001650	VICTOR JARVI	1,139.00
TOTAL NO PROJECT		1,139.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/28/2011

VENDOR #	NAME	AMOUNT DUE
AIRPORT CAPITAL IMPRV PROJECTS		
2011 CIP		
2000425	TKDA	19,563.98
TOTAL 2011 CIP		19,563.98
2011 LAND ACQUISITION		
1618579	PROSOURCE TECHNOLOGIES INC	561.58
TOTAL 2011 LAND ACQUISITION		561.58
2011 INFRASTRUCTURE BONDS		
2014-1 NE 1ST AVENUE		
1621125	PUBLIC UTILITIES COMMISSION	214.71
TOTAL 2014-1 NE 1ST AVENUE		214.71
2010-3 19TH AVE NW		
0221652	BNSF RAILWAY COMPANY	6,367.25
TOTAL 2010-3 19TH AVE NW		6,367.25
2012 INFRASTRUCTURE BONDS		
2011-4 HORSESHOE/ISLEVIEW		
0218115	BRAUN INTERTEC CORPORATION	3,633.33
TOTAL 2011-4 HORSESHOE/ISLEVIEW		3,633.33
STORM WATER UTILITY		
0401804	DAVIS OIL	87.64
0718010	CITY OF GRAND RAPIDS	500.00
1621125	PUBLIC UTILITIES COMMISSION	5,689.16
TOTAL		6,276.80
TOTAL UN-PAID TO BE APPROVED		97,424.73
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0114210	D. ANDERSON - CHANGE FUND	2,480.00
0212545	BILL BLOCK	3,518.95
0215800	CITY OF BOVEY	353.11
0301705	CASPER CONSTRUCTION INC	1,000.00

COUNCIL BILL LIST - NOVEMBER 28, 2011

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/28/2011

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0305530	CENTURYLINK INC	268.08
0308352	CHILDRENS MENTAL HEALTH SER	41.34
0315451	CITY OF COLERAINE	135.13
0315454	TRAVIS COLE	210.96
0401801	DAVIS CHIROPRACTIC HEALTH	38.56
0409655	TIMOTHY DIRKES	400.00
0612095	STEVEN FLAHERTY	116.05
0612224	FLEET SERVICES	2,411.64
0709455	SHAWN GILLEN	90.00
0717996	GRAND ITASCA CLINIC	35.91
0717997	GRAND ITASCA HOSPITAL	237.80
0718015	GRAND RAPIDS CITY PAYROLL	177,175.55
0801820	HAWK CONSTRUCTION INC	1,000.00
0809445	CITY OF HILL CITY	304.04
0900060	ICTV	6,276.28
0920014	ITASCA CHIROPRACTIC CENTER	20.60
0920036	ITASCA COUNTY ATTORNEY OFFICE	1,342.00
0920055	ITASCA COUNTY RECORDER	46.00
0920059	ITASCA COUNTY SHERIFFS DEPT	1,490.09
1201402	LAKE COUNTRY POWER	24.05
1201455	LAKEWOOD SURGERY CENTER	118.14
1301168	MARKETPLACE FOODS	16.36
1301850	MAX GRAY CONSTRUCTION	1,000.00
1309073	SHIRLEY MILLER	373.19
1309172	MINNESOTA DEPARTMENT OF HEALTH	598.00
1309199	MINNESOTA ENERGY RESOURCES	2,738.06
1309335	MINNESOTA SALES & USE TAX	3,176.69
1315752	MOUNT ITASCA NORDIC SKI ASSOC	2,187.00
1415496	NORTHERN ORTHOTIC & PROSTHETIC	8.80
1609561	PIONEER TELEPHONE	10.93
1621130	P.U.C.	21,963.19
1621225	JEREMIAH PUELSTON	108.78
1801206	RADIOLOGIST ASSOC. IN DULUTH	25.88
1801239	RADTKE PHYSICAL THERAPY	52.58
1901820	WILLIAM SAW	30.00
2000490	TDS Metrocom	1,793.01
2209665	VISA	3,630.38
2301700	WASTE MANAGEMENT	51.64
2305447	WELLS FARGO BANK NA	400.00
2405650	XEROX CORPORATION	21.58
TOTAL PRIOR APPROVAL		237,320.35
TOTAL ALL DEPARTMENTS		334,745.08