



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, January 27, 2020

5:00 PM

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, January 27, 2020 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

MEETING PROTOCOL POLICY

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

PUBLIC FORUM

COUNCIL REPORTS

APPROVAL OF MINUTES

20-0896 Consider approving Council minutes for Monday, January 13, 2020 Worksession & Regular meetings.

Attachments: [January 13, 2020 Worksession](#)
[January 13, 2020 Regular Meeting](#)

VERIFIED CLAIMS

20-0904 Consider approving the verified claims for the period January 7, 2020 to January 20, 2020 in the total amount of \$3,594,043.99, of which \$2,405,471.26 are debt service payments.

Attachments: [Council Bill List 01-27-20.pdf](#)

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. 20-0864 Consider approval of a proposal for professional appraisal services with Dahlen, Dwyer , Foley & Tinker for a not-to-exceed fee of \$4,000.

- Attachments:** [Dahlen appraisal proposal.pdf](#)
2. [20-0895](#) Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust.
Attachments: [Grand Rapids Quote](#)
3. [20-0901](#) Consider adopting a resolution accepting a \$300,000.00 grant from the MN Department of Iron Range Resources & Rehabilitation (IRRR) Development Infrastructure Grant Program.
Attachments: [Resolution Accepting IRRR Development Infrastructure Grant](#)
[IRRR Grant Agreement](#)
[IRRR Grant Agreement Exhibits](#)
4. [20-0902](#) Consider adopting a resolution authorizing the removal of terminated employees signatures on the management savings account at Grand Rapids State Bank.
Attachments: [Resolution Fund Mgt Savings-GRSB](#)
5. [20-0903](#) Consider adopting a resolution establishing a date to conduct a public hearing on the final draft of the updated Comprehensive Plan.
Attachments: [Resolution Final - Call for Hearing Draft Comp. Plan](#)
6. [20-0905](#) Consider approving an agreement with Fastenal for an operating supply machine.
Attachments: [2020 1-27 FAST Solutions Agreement](#)
7. [20-0907](#) Consider approving on-sale liquor license for Rapids Brewing Co.

SETTING OF REGULAR AGENDA

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.

ACKNOWLEDGE BOARDS & COMMISSIONS

8. [20-0897](#) Review & Acknowledge minutes for Boards & Commissions.
Attachments: [December 3, 2019 Arts & Culture Comm. minutes](#)
[December 18, 2019 PUC Minutes](#)
[December 18, 2019 PUC Special Meeting minutes](#)
[November 7, 2019 Special Golf Board Minutes](#)
[November 19, 2019 Golf Board minutes](#)
[December 17, 2019 Golf Board minutes](#)
[December 11, 2019 Library Board minutes](#)

DEPARTMENT HEAD REPORT

9. [20-0909](#) Fire Department - Chief Travis Cole
Attachments: [2020 GRAND RAPIDS FIRE DEPARTMENT Annual Report](#)

COUNCIL

10. [20-0882](#) Consider appointment to Police Community Advisory Board.

ENGINEERING\PUBLIC WORKS

11. [20-0894](#) Consider entering into an agreement with ZEF Energy Inc. to provide an electric vehicle charging hub
Attachments: [ZEF Energy MN Site Host Agreement v4.1 execution copy](#)
[Site location map](#)
[20180802 GrandRapidsPublicUtilitiesCommission LetterOfSupport](#)

ADMINISTRATION DEPARTMENT

12. [20-0906](#) Consider a resolution authorizing the GR HRA to prepare documents related to the merger and transfer of assets to the Itasca County HRA
Attachments: [Resolution of City of Grand Rapids - Approving merger process and request to t](#)

PUBLIC HEARINGS

13. [20-0899](#) Conduct a public hearing to consider the rezoning of 7.3 acres of land from PU (Public Use) to R-4 (Multiple-family Residential- high density).
Attachments: [Aurora Heights Zoning Map Amendment Request: Maps](#)
[Aurora Heights: Application/Petition](#)
[Aurora Heights: purchase agreement](#)

COMMUNITY DEVELOPMENT

14. [20-0900](#) Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning 7.3 acres of land from PU (Public Use) to R-4 (Multiple-family Residential- high density).
Attachments: [Ordinance \(draft\) w/Exhibit "A"](#)

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR FEBRUARY 10, 2020, 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: Kimberly Gibeau, City Clerk



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0896 **Version:** 1 **Name:** Council Minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 1/14/2020 **In control:** City Council
On agenda: 1/27/2020 **Final action:**
Title: Consider approving Council minutes for Monday, January 13, 2020 Worksession & Regular meetings.
Sponsors:
Indexes:
Code sections:
Attachments: [January 13, 2020 Worksession](#)
[January 13, 2020 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, January 13, 2020 Worksession & Regular meetings.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, January 13, 2020

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a **Special Meeting/Worksession of the Grand Rapids City Council** was held on **Monday, January 13, 2020 at 4:32 PM in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

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

Present 5 - Mayor Dale Adams, Councilor Dale Christy, Councilor Rick Blake, Councilor Tasha Connelly, and Councilor Michelle Toven

Others present:

Tom Pagel, Chad Sterle, Barb Baird, Rob Mattei, Will Richter, Scott Johnson, Matt Wegwerth

Discussion Items

1. Update on HRA Merger

HRA Director Diane Larson, with Councilor Toven, presented process and current status of proposed merger between Itasca County and City of Grand Rapids HRA. The HRA will take action at their next meeting on January 22, 2020 and bring to Council for consideration on Monday, January 27, 2020.

Received and Filed

2. Review 5:00 PM Regular Meeting

Upon review, item #19a is added to the Consent agenda. Also noted is the update to item #22. No other changes or additions are noted.

ADJOURN

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

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, January 13, 2020

5:00 PM

City Hall Council Chambers

CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, January 13, 2020 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

Staff present:

Tom Pagel, Chad Sterle, Will Richter, Steve Schaar, Matt Wegwerth, Barb Baird, Rob Mattei, Erik Scott

MEETING PROTOCOL POLICY

ORGANIZATIONAL MEETING

A. Consider adopting City Council By-Laws

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, to approve the City Council By-Laws as presented. The motion PASSED by unanimous vote.

B. Consider appointing the financial institutions as depository designations for 2020, and delegate the Finance Director or Finance Designee authorization for electronic funds transfers.

A motion was made by Councilor Dale Christy, second by Councilor Tasha Connelly, appointing financial institutions as depository designations for 2020, delegating Finance Director authorization for electronic funds transfers. The motion PASSED by unanimous vote.

C. Consider designating Mayor Pro-Tem

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to appoint Councilor Dale Christy as Mayor Pro-Tem for calendar year 2020. The motion PASSED by unanimous vote.

D. Consider the designation of official newspaper for the City of Grand Rapids.

A motion was made by Councilor Rick Blake, second by Councilor Dale Christy, designating the Herald Review as the official newspaper for the City of Grand Rapids for calendar year 2020. The motion PASSED by unanimous vote.

- E. Consider appointing Council representatives to Boards & Commissions.

*Mayor Adams presented Council representative recommendations as follows:
Mayor Adams as representative to Cable Commission, Civic Center, Park & Recreation Advisory Board;
Councilor Christy as representative to GREDA;
Councilor Blake as representative to PUC and alternate rep. for Cable Commission;
Councilor Toven as representative to HRA; and
Councilor Connelly as representative to GREDA.*

A motion was made by Councilor Rick Blake, second by Councilor Michelle Toven, appointing Council representatives to Boards & Commissions as recommended. The motion PASSED by unanimous vote.

- F. Consider appointing representatives to selected agencies.

*Mayor Adams presented Council representative recommendations as follows:
Mayor Adams as representative for Fire Relief Association, Greenway Park & Rec Board, ARDC and Joint Gas Board;
Councilor Christy as representative to City/County Cooperative Committee and RAMS Board;
Councilor Blake as representative to CGMC, WMMPB and alternate rep. for RAMS Board;
Councilor Toven as representative to League of MN Cities and Joint Gas Board;
Councilor Connelly as representative to City/County Cooperative Committee; and
Finance Director Barb Baird as staff representative to the Fire Relief Association.*

A motion was made by Councilor Dale Christy, second by Councilor Rick Blake, approving Council representative appointments to Organizations as recommended. The motion PASSED by unanimous vote.

PUBLIC FORUM

Beth George, 333 NE 8th Street, requesting/suggesting - asking city to work with Agricultural board to limit large vehicle traffic, i.e. semi trucks, horse trailers, etc., on NE 3rd Avenue following the construction because this area is heavily populated with young families and small children.

COUNCIL REPORTS

Councilor Christy noted that he, as well as other Council members, attended the annual RAMS Board meeting in December.

APPROVAL OF MINUTES

Consider approving Council minutes for Monday, December 16, 2019 Worksession & Regular meetings and December 31, 2019 Special Meeting.

A motion was made by Councilor Tasha Connelly, second by Councilor Dale Christy, approving Council minutes as presented. The motion PASSED by unanimous vote.

VERIFIED CLAIMS

Consider approving the verified claims for the period December 10, 2019 to January 6, 2020 in the total amount of \$2,151,631.14, of which \$1,000,000 are investments.

A motion was made by Councilor Dale Christy, second by Councilor Tasha Connelly, approving the Verified Claims as presented. The motion carried by the following vote.

Aye 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

CONSENT AGENDA

1. Consider approving computer software agreements for 2020 with Harris Computer Systems for \$24,796.63.
Approved by consent roll call

2. Consider adopting a resolution approving an operating transfer from the Capital Project Fund-2019 Infrastructure Bonds to the Capital Project Fund-Grand Rapids Arts & Culture Projects.
Adopted Resolution 20-01 by consent roll call

3. Consider adopting a resolution approving a loan to the Capital Equipment Replacement Fund in the amount of \$31,611.00.
Adopted Resolution 20-02 by consent roll call

4. Consider reappointment of Will Richter to the position of Firefighter.
Approved by consent roll call

5. Consider adopting a resolution accepting a donation of \$100.00 from Morris & Sherry Beighley of Cohasset to the Police Department.
Adopted Resolution 20-03 by consent roll call

6. Consider a resolution awarding a contract for CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE.
Adopted Resolution 20-04 by consent roll call

7. Consider adopting a resolution accepting \$800.00 in donations for the 2020 Shop with a Hero Event
Adopted Resolution 20-05 by consent roll call

8. Consider adopting a resolution approving an operating transfer from the Capital Project Fund-7th Avenue Bridge Rehabilitation to the Capital Project Fund-General Capital Improvements.
Adopted Resolution 20-06 by consent roll call
9. Consider donating GPS equipment to the Grand Rapids High School - Natural Resources Department.
Approved by consent roll call
10. Consider the adoption of a resolution accepting a \$250,000.00 IRRR Regional Trails Grant for CP 2015-3, Highway 2 West Trail.
Adopted Resolution 20-07 by consent roll call
11. Consider approving a professional services agreement with HDR Engineering for the 2021 Runway Reconstruction Project at the GPZ Airport.
Approved by consent roll call
12. Consider approving Amendment Number Four (4) to the Mutual Aid Agreement for both the City of Grand Rapids' and the City of Cohasset's Public Works Departments for cemetery sexton services for a three year period effective January 1, 2020 through December 31, 2022.
Approved by consent roll call
13. Consider approving Change Order 1 related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue NE.
Approved by consent roll call
14. Consider approval of a resolution authorizing the City to make application to the MN Dept. of IRRR Commercial Redevelopment Grant Program for the Itasca Community College Student Center Project.
Adopted Resolution 20-08 by consent roll call
15. Consider entering into an Agreement with Pyrotechnic Display, Inc. to provide fireworks on July 4th, 2020.
Approved by consent roll call
16. Consider hiring a Regular Part Time Maintenance and Concession employees at the IRA Civic Center.
Approved by consent roll call
17. Consider approving the General Liability insurance coverage through the League of Minnesota Cities Insurance Trust for the 2020 plan year and authorize payment of the insurance premium including the agent fee.
Approved by consent roll call

18. Consider approving temporary liquor licenses for MacRostie Art Center 2020 First Friday events.

Approved by consent roll call

19. Consider the status change of Hospital Security Officer Robert Sanders from part-time to full-time.

Approved by consent roll call

- 19a. Consider adopting a resolution amending the City Wide Fee Schedule.

Adopted Resolution 20-09 by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Rick Blake, second by Councilor Michelle Toven, approving the Consent agenda as amended. The motion carried by the following vote

Aye 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Rick Blake
Councilor Tasha Connelly
Councilor Michelle Toven

SETTING OF REGULAR AGENDA

A motion was made by Councilor Michelle Toven, second by Councilor Tasha Connelly, to approve the Regular agenda as presented. The motion PASSED by unanimous vote.

COMMUNITY DEVELOPMENT

20. Consider approval of the preliminary plat of The Pillars.

Mr. Mattei provides background information and displays preliminary plat for consideration.

A motion was made by Councilor Tasha Connelly, second by Councilor Dale Christy, approving preliminary plat of The Pillars. The motion PASSED by unanimous vote.

ENGINEERING\PUBLIC WORKS

21. Consider adoption of the City of Grand Rapids Mailbox Policy

Mr. Wegwerth provides overview and purpose of proposed policy.

A motion was made by Councilor Michelle Toven, second by Councilor Rick Blake, adopting Mailbox Policy for the City of Grand Rapids. The motion PASSED by unanimous vote.

22. Consider approving a rental and purchase agreement with Ziegler Cat

A motion was made by Councilor Dale Christy, second by Councilor Tasha Connelly, approving rental and purchase agreement with Ziegler Cat. The motion carried by the following vote.

- Aye** 5 - Councilor Dale Christy
- Mayor Dale Adams
- Councilor Rick Blake
- Councilor Tasha Connelly
- Councilor Michelle Toven

23. Consider a resolution approving a utility variance along Golf Course Road for CP 2019-1

A motion was made by Councilor Tasha Connelly, second by Councilor Michelle Toven, adopting Resolution 20-10, approving utility variance along Golf Course Road, related to CP 2019-1. The motion PASSED by unanimous vote.

ADMINISTRATION DEPARTMENT

24. Consider an agreement with Adam Swanson to create a mural for the Grand Rapids Area Library.

A motion was made by Councilor Rick Blake, second by Councilor Tasha Connelly, approving agreement with Adam Swanson to create a mural for Grand Rapids Area Library. The motion carried by the following vote.

- Aye** 5 - Councilor Dale Christy
- Mayor Dale Adams
- Councilor Rick Blake
- Councilor Tasha Connelly
- Councilor Michelle Toven

ADJOURNMENT

A motion was made by Councilor Michelle Toven, second by Councilor Dale Christy, to adjourn the meeting at 5:35 PM. The motion PASSED by unanimous vote.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0904 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 1/23/2020 **In control:** City Council
On agenda: 1/27/2020 **Final action:**
Title: Consider approving the verified claims for the period January 7, 2020 to January 20, 2020 in the total amount of \$3,594,043.99, of which \$2,405,471.26 are debt service payments.
Sponsors:
Indexes:
Code sections:
Attachments: [Council Bill List 01-27-20.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period January 7, 2020 to January 20, 2020 in the total amount of \$3,594,043.99, of which \$2,405,471.26 are debt service payments.

Requested City Council Action

Make a motion approving the verified claims for the period January 7, 2020 to January 20, 2020 in the total amount of \$3,594,043.99, of which \$2,405,471.26 are debt service payments.

DATE: 01/22/2020
 TIME: 16:31:22
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/27/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
CITY WIDE		
1900650	SRF CONSULTING GROUP INC	21,638.29
	TOTAL CITY WIDE	21,638.29
SPECIAL PROJECTS-NON BUDGETED		
0508450	EHLERS AND ASSOCIATES INC	7,627.50
1105530	KENNEDY & GRAVEN	2,489.25
	TOTAL SPECIAL PROJECTS-NON BUDGETED	10,116.75
ADMINISTRATION		
0118653	ARROWHEAD HUMAN RESOURCES ASSN	65.00
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1321525	MUNICODE	726.00
1920065	STAR TRIBUNE	552.76
	TOTAL ADMINISTRATION	2,943.76
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE SERVICES INC	50.60
0315455	COLE HARDWARE INC	23.96
0920060	ITASCA COUNTY TREASURER	305.67
1309495	MINUTEMAN PRESS	90.87
1901535	SANDSTROM'S INC	109.99
	TOTAL BUILDING MAINTENANCE-CITY HALL	581.09
COMMUNITY DEVELOPMENT		
0300200	CDW GOVERNMENT INC	348.83
0508450	EHLERS AND ASSOCIATES INC	245.00
0718060	GRAND RAPIDS HERALD REVIEW	46.00
0920060	ITASCA COUNTY TREASURER	91.43
1105530	KENNEDY & GRAVEN	398.00
1309495	MINUTEMAN PRESS	90.87
1920555	STOKES PRINTING & OFFICE	23.47
	TOTAL COMMUNITY DEVELOPMENT	1,243.60
COUNCIL/COMMISSION/BOARDS		
2305711	WESTERN MESABI MINE PLANNING	400.00
	TOTAL COUNCIL/COMMISSION/BOARDS	400.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/27/2020

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FINANCE		
1721360	QUILL CORPORATION	51.96
	TOTAL FINANCE	51.96
FIRE		
0401804	DAVIS OIL INC	90.19
0601690	FASTENAL COMPANY	52.98
0920060	ITASCA COUNTY TREASURER	87.13
1315730	MOTOROLA INC	110.00
	TOTAL FIRE	340.30
PUBLIC WORKS		
0100046	ASV HOLDINGS INC	3,907.03
0114200	ANDERSON GLASS	272.27
0121721	AUTO VALUE - GRAND RAPIDS	194.70
0221650	BURGGRAF'S ACE HARDWARE	68.98
0301655	CARGILL INCORPORATED	5,072.61
0301685	CARQUEST AUTO PARTS	319.05
0315455	COLE HARDWARE INC	87.93
0315501	COMPASS MINERALS AMERICA, INC.	3,949.05
0401804	DAVIS OIL INC	2,324.01
0514802	ENVIROTECH SERVICES INC	5,603.56
0800040	H & L MESABI	4,366.83
0920060	ITASCA COUNTY TREASURER	944.77
1301720	MATCO TOOLS	13.60
1303039	MCCOY CONSTRUCTION & FORESTRY	917.82
1415030	NAPA SUPPLY OF GRAND RAPIDS	7.11
1415537	NORTHLAND OFF ROAD & 4 WD	199.99
1421155	NUCH'S IN THE CORNER	221.00
1421700	NUSS TRUCK GROUP INC	556.40
1503150	OCCUPATIONAL DEVELOPMENT CTR	5,300.00
1621125	PUBLIC UTILITIES COMMISSION	4,035.03
1900225	SEH	1,992.50
2018560	TROUT ENTERPRISES INC	143.60
2209421	VIKING ELECTRIC SUPPLY INC	80.00
	TOTAL PUBLIC WORKS	40,577.84
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	238.86
0601690	FASTENAL COMPANY	70.77
0920060	ITASCA COUNTY TREASURER	43.37

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/27/2020

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
FLEET MAINTENANCE		
1201850	LAWSON PRODUCTS INC	474.04
1301213	MARTIN'S SNOWPLOW & EQUIP	39.00
1301720	MATCO TOOLS	78.70
1605740	PETROCHOICE HOLDINGS INC	1,212.62
1920070	STATE CHEMICAL MFG COMPANY	359.70
	TOTAL FLEET MAINTENANCE	2,517.06
POLICE		
0221650	BURGGRAF'S ACE HARDWARE	10.99
0300200	CDW GOVERNMENT INC	673.94
0301685	CARQUEST AUTO PARTS	303.09
0315455	COLE HARDWARE INC	69.99
0718021	GRAND RAPIDS GM INC	63.21
0914735	INTOXIMETERS INC	768.00
0918575	IRON RANGE TIRE SERVICE INC	716.84
0920060	ITASCA COUNTY TREASURER	3,527.05
1201434	LAKE WOODS CHRYSLER	639.10
1309167	MN BUREAU OF CRIMINAL	390.00
1908248	SHERWIN-WILLIAMS	81.50
1920233	STREICHER'S INC	914.81
1920555	STOKES PRINTING & OFFICE	491.95
1925500	SYMBOL ARTS, LLC	135.00
2000400	T J TOWING	65.00
	TOTAL POLICE	8,850.47
CENTRAL SCHOOL		
0113233	AMERIPRIDE SERVICES INC	53.32
0405223	DEER RIVER HIRED HANDS INC	120.00
1605665	PERSONNEL DYNAMICS LLC	285.66
1801555	RAPID PEST CONTROL INC	63.25
1901535	SANDSTROM'S INC	102.80
	TOTAL	625.03
AIRPORT		
0301685	CARQUEST AUTO PARTS	105.25
0504825	EDWARDS OIL INC	644.43
0920060	ITASCA COUNTY TREASURER	108.62
1105444	KELLER FENCE COMPANY	410.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/27/2020

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
1303039	MCCOY CONSTRUCTION & FORESTRY	1,523.84
	TOTAL	2,792.14
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE SERVICES INC	127.00
0301685	CARQUEST AUTO PARTS	9.37
0315495	COMMERCIAL REFRIGERATION	14,950.20
0405223	DEER RIVER HIRED HANDS INC	180.00
0501656	EARTHGRAINS COMPANY INC, THE	80.22
0715435	GOLD MEDAL PRODUCTS CO	988.30
0717996	GRAND ITASCA CLINIC	600.00
0920060	ITASCA COUNTY TREASURER	38.34
1200500	L&M SUPPLY	284.05
1209302	LIGHTNING BOOSTER CLUB	219.39
1309090	SUPERONE FOODS NORTH	97.87
1309240	MINNESOTA ICE ARENA MANAGERS	200.00
1605611	PEPSI BEVERAGES COMPANY	3,089.70
1901535	SANDSTROM'S INC	3,485.46
2116600	UPPER LAKE FOODS INC	564.34
T000239	GRAND RAPIDS/GREENWAY SWIM	248.97
	TOTAL GENERAL ADMINISTRATION	25,163.21
CEMETERY		
0920060	ITASCA COUNTY TREASURER	95.60
	TOTAL	95.60
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE SERVICES INC	30.00
0920060	ITASCA COUNTY TREASURER	149.67
1201730	LATVALA LUMBER COMPANY INC.	275.64
	TOTAL	455.31
GO RFDG BONDS 2017B		
2100265	U.S. BANK	466,625.00

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 01/27/2020

VENDOR #	NAME	AMOUNT DUE

GO RFDG BONDS 2017B		
	TOTAL	466,625.00
GO ST RECON & CIP 2018A		
2100265	U.S. BANK	119,968.75
	TOTAL	119,968.75
GO IMP BONDS 2009C		
2305447	WELLS FARGO BANK NA	372,263.75
	TOTAL	372,263.75
GO IMP, CIP & REFUNDING 2010A		
2305447	WELLS FARGO BANK NA	62,046.88
	TOTAL	62,046.88
GO IMP & RFNDING BONDS 2011B		
2305447	WELLS FARGO BANK NA	113,405.00
	TOTAL	113,405.00
GO IMPROVEMENT BONDS 2012A		
2305447	WELLS FARGO BANK NA	163,971.25
	TOTAL	163,971.25
GO IMP REFNDING BONDS-2013A		
2305447	WELLS FARGO BANK NA	197,302.50
	TOTAL	197,302.50

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/27/2020

VENDOR #	NAME	AMOUNT DUE

GO IMPRV RECONST BONDS 2013B		
2100265	U.S. BANK	300,518.75
	TOTAL	300,518.75
GO IMP BONDS 2014A		
2100265	U.S. BANK	267,889.38
	TOTAL	267,889.38
GO IMPRV RECONST BONDS 2016A		
2100265	U.S. BANK	149,580.00
	TOTAL	149,580.00
GO IMPRV RECONST BONDS 2017A		
2100265	U.S. BANK	152,137.50
	TOTAL	152,137.50
1ST AVE CONDO ABATEMENT		
0100000	1ST AVE CONDOMINIUMS LLC	22,081.10
	TOTAL	22,081.10
TIF 1-8 LAKEWOOD APTS		
1201450	LAKWOOD HEIGHTS	15,929.42
	TOTAL	15,929.42
TIF 1-6 OLD HOSPITAL BONDS		
2100265	U.S. BANK	39,762.50
	TOTAL	39,762.50

DATE: 01/22/2020
 TIME: 16:31:23
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 7

INVOICES DUE ON/BEFORE 01/27/2020

VENDOR #	NAME	AMOUNT DUE

TIF 1-7 BLK 37 REDEVELOPMENT		
0718070	GRAND RAPIDS STATE BANK	7,538.17
	TOTAL	7,538.17
TIF 1-6 OLD HOSP HSING PAYGO		
0717989	GRAND PLAZA HOUSING	13,159.23
	TOTAL	13,159.23
TIF 1-10 RIVER HILLS APT		
1809793	RIVER HILLS OF GR, LLC	38,686.84
	TOTAL	38,686.84
PARK ACQUISITION & DEVELOPMENT		
MS RIVER PARK		
1309279	MN DEPT OF NATURAL RESOURCES	28.90
	TOTAL MS RIVER PARK	28.90
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-CIVIC CENTER		
0900055	ICS CONSULTING INC	1,250.00
	TOTAL CAPITAL OUTLAY-CIVIC CENTER	1,250.00
2019 INFRASTRUCTURE BONDS		
2019-1 GLF COURSE RD UTIL EXT		
1309199	MINNESOTA ENERGY RESOURCES	196,298.44
	TOTAL 2019-1 GLF COURSE RD UTIL EXT	196,298.44
2020 INFRASTRUCTURE BONDS		
2019 STREET IMP PROJECT		
1900225	SEH	8,459.20
	TOTAL 2019 STREET IMP PROJECT	8,459.20

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 8

INVOICES DUE ON/BEFORE 01/27/2020

VENDOR #	NAME	AMOUNT DUE

STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	80.12
0401804	DAVIS OIL INC	3,684.37
0405244	DEER RIVER TRUCKING	594.00
0920060	ITASCA COUNTY TREASURER	449.94
2000522	TNT AGGREGATES, LLC	880.00
2009725	TITAN MACHINERY INC	2,075.29
2018560	TROUT ENTERPRISES INC	842.40
	TOTAL	8,606.12
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$2,835,901.09
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T MOBILITY	3,604.09
0114210	D. ANDERSON - CHANGE FUND	6,660.00
0114213	STEVE ANDERSON	250.00
0201356	BRUCE BAIRD	250.00
0201750	EVERETT BAUMGARNER	250.00
0205225	ANTHONY BEER	250.00
0205640	LEAGUE OF MN CITIES INS TRUST	236,056.00
0218359	MARTY BRINK	250.00
0218755	CHARLES BRUEMMER	500.00
0301650	JEFF CARLSON	925.00
0305530	CENTURYLINK QC	259.00
0315470	JAMES COLUMBUS	250.00
0315543	CONSTELLATION NEWENERGY -GAS	5,428.85
0409655	TIMOTHY DIRKES	925.00
0504615	JUSTIN EDMUNDSON	925.00
0605191	FIDELITY SECURITY LIFE INS CO	67.89
0609700	CARL EDWARD FISCHER	250.00
0718015	GRAND RAPIDS CITY PAYROLL	265,402.77
0805150	JANELL HECIMOVICH	1,764.96
0815440	HOLIDAY STATIONSTORES LLC	247.50
0815545	LARRY HOOPMAN	250.00
0900060	ICTV	17,911.94
1205105	GREG LEASE	925.00
1209516	LINCOLN NATIONAL LIFE	1,509.23
1221520	SHERRIE LUNDQUIST	250.00
1301146	MARCO TECHNOLOGIES, LLC	1,025.16
1301262	BRIAN MATTSON	925.00
1303352	MICHAEL J. MCINERNEY	250.00
1305046	MEDIACOM LLC	22.05
1309098	MINNESOTA MN IT SERVICES	439.88
1309113	MINNESOTA DEPT OF AGRICULTURE	10.00
1309167	MN BUREAU OF CRIMINAL	15.00
1309199	MINNESOTA ENERGY RESOURCES	1,485.23

DATE: 01/22/2020
 TIME: 16:31:23
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 01/27/2020

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1309304	MN DEPT OF PUBLIC SAFETY	100.00
1309332	MN STATE RETIREMENT SYSTEM	1,482.00
1309335	MINNESOTA REVENUE	1,963.29
1309357	STATE OF MINNESOTA	64.00
1309375	MINNESOTA UNEMPLOYMENT COMP FD	5,359.09
1315295	CHAD MOEN	250.00
1315630	ASHLEY MORAN	925.00
1315650	ANDY MORGAN	925.00
1315665	KELLY MORRIS	250.00
1325445	RANDY MYHRER	500.00
1405435	JEREMY NELSON	925.00
1405850	NEXTERA COMMUNICATIONS LLC	431.26
1415026	MICHELLE NORRIS	925.00
1415479	NORTHERN DRUG SCREENING INC	45.00
1502645	GARY O'BRIEN	975.00
1503151	ODC - MOTOR VEHICLE	904.75
1516220	OPERATING ENGINEERS LOCAL #49	102,180.00
1518550	MATTHEW O'ROURKE	925.00
1520720	KEVIN OTT	925.00
1609561	PIONEER TELEPHONE	9.89
1615500	SHAUN POMPLUN	925.00
1621130	P.U.C.	42,939.88
1801503	MICHAEL RANDALL	250.00
1815225	JEFF DAVID ROERICK	925.00
1901820	WILLIAM SAW	925.00
1903557	TROY SCOTT	925.00
1909500	TONY SIMONSON	250.00
1913344	HEATH SMITH	925.00
1915523	SETH SONDROL	250.00
1920231	ROBERT STEIN	925.00
2000100	TASC	30.60
2000490	TDS Metrocom	709.82
2100265	U.S. BANK	450.00
2209665	VISA	4,783.06
2209705	VISIT GRAND RAPIDS INC	17,833.86
2305300	MATTHEW WEGWERTH	130.50
2305447	WELLS FARGO BANK NA	375.00
2309452	JEFF ERIK WILSON	250.00
2309538	ALLEN WINDT	250.00
2609350	ZIEGLER INC	12,491.35
T001151	ENBRIDGE ENERGY	2,000.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$758,142.90
TOTAL ALL DEPARTMENTS		3,594,043.99



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0864 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 1/8/2020 **In control:** City Council
On agenda: 1/27/2020 **Final action:**
Title: Consider approval of a proposal for professional appraisal services with Dahlen, Dwyer , Foley & Tinker for a not-to-exceed fee of \$4,000.

Sponsors:

Indexes:

Code sections:

Attachments: [Dahlen appraisal proposal.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approval of a proposal for professional appraisal services with Dahlen, Dwyer , Foley & Tinker for a not-to-exceed fee of \$4,000.

Background Information:

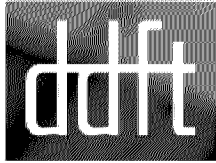
(See attached proposal)

Staff Recommendation:

Approve a proposal for professional appraisal services with Dahlen, Dwyer , Foley & Tinker for a not-to-exceed fee of \$4,000.

Requested City Council Action

Approve a motion approving a proposal for professional appraisal services with Dahlen, Dwyer , Foley & Tinker for a not-to-exceed fee of \$4,000.



DAHLEN, DWYER, FOLEY & TINKER

Your Local Valuation Experts since 1978

Dwight W. Dahlen, MAI SRA
Daniel E. Dwyer
Sean M. Foley
Jeffrey A. Dahlen, MAI
Michael T. Tinker, MAI

Real Estate Appraisals
Consultation
Expert Witness
Market Research

Mr. Rob Mattei
Community Development Director
City of Grand Rapids
420 North Pokegama Ave.
Grand Rapids, MN 55744-2667

RE: Grand Rapids Fire Hall
18 NE 5th St., Grand Rapids

Dear Rob:

I appreciate the opportunity to be considered for professional appraisal services in conjunction with the above referenced project. I am pleased to submit a proposal to prepare the requested appraisal.

I understand the county is in need to expand the county jail and has informed the city of their desire to acquire the above referenced property, a municipal fire station. You have requested a proposal to prepare an appraisal of the existing fire station for compensation purposes. I also understand the county has expressed their willingness to assist in constructing a replacement property.

I am under the impression that the city in this process would like to be made "whole" and the purpose of the appraisal is to insure adequate compensation. I would like to offer the following advice prior to moving forward.

Please note that when an appraiser is engaged to appraise a certain property, professional standards mandate that the appraisal must be based on the highest and best use. It is my understanding the subject property continues to serve the needs of the community as a fire hall and is considered to be very functional which indicates to me that the highest and best use continues to be a public fire station; a special purpose property. This tends to suggest that the replacement cost approach valuation method would be most applicable.

My experience indicates that municipalities do sell fire stations when they become obsolete or no longer needed. Buyers are typically developers and the property is then put to an alternate use. My experience suggests that when acquired for an alternate use the price paid is usually much lower than when appraised as the existing use; a special purpose municipal property.

However, an appraisal must be based on the highest and best use which I propose to do. Once inspected, I will develop an opinion of highest and best use and value the property accordingly. Most likely, I will form the opinion that the highest and best use is for continued use as a fire station and develop the value by the replacement cost approach which includes a land value analysis and estimate of the depreciated replacement cost.

Under the scenario that the city would like to be made whole, the replacement cost approach is a desirable methodology since most likely the new station will be of better design with superior features. The cost approach could assist in determining any differential between the new and existing facility. I will attempt to find other sales of municipal fire stations to assess the highest and best use.

I would like to propose fee of not to exceed \$4,000. I understand that "time is of the essence" and completion of the appraisal is desired by the end of January. We have mutually agreed to inspect the property on Tuesday January 7 late morning.

I appreciate the opportunity to be considered for this challenging appraisal assignment and welcome any questions you have in regards to my proposal.

Respectfully submitted

DAHLEN, DWYER, FOLEY & TINKER, INC.



Dwight W. Dahlen, MAI SRA
Certified General Real Property Appraiser
MN License #: 4001430



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-0895	Version:	1	Name:	Consider approving the Workers Compensation coverage through Berkley Administration.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	1/14/2020	In control:		In control:	City Council
On agenda:	1/27/2020	Final action:		Final action:	
Title:	Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Grand Rapids Quote				

Date	Ver.	Action By	Action	Result
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Consider approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust.

Background Information:

We have received a quote of \$200,407.00 for our Workers Compensation coverage through the League of Minnesota Cities Insurance Trust for 2020. This is a \$4,471.00 price increase from last years' rate.

Each year a rate is set by job classification. The rate changes do not mean that our City's actual premium will necessarily increase or decrease by these exact amounts. The actual premiums are also affected by changes in city expenditures, property values, payroll, and other exposure methods, and also by changes in our experience rating. The League uses our actual claims for the three years preceding the present year (i.e. 2016, 2017, 2018) in figuring experience modification. This rate fluctuates based on claims made in previous years. The experience modification rate changed from .91 last year to .81 this year.

There is not an agent fee, since the Human Resources Director performs the functions of the insurance agent.

This is a budgeted expense in the 2020 budget.

Staff Recommendation:

Human Resources Director Lynn DeGrio is recommending the approval of the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust for the 2020 plan year.

Requested City Council Action

Make a motion approving the Workers Compensation coverage through the League of Minnesota Cities Insurance Trust for the 2020 plan year at the proposed rate of \$200,407.00 and authorize payment of the premium.

League of Minnesota Cities Insurance Trust
Group Self-Insured Workers' Compensation Plan
 145 University Avenue West St. Paul, MN 55103-2044 Phone (651) 215-4173

Notice of Premium Options for Standard Premiums of \$150,000 - \$300,000

GRAND RAPIDS & GRAND RAPIDS-ITASCA COUNTY
 AIRPORT
 ATTN: HUMAN RESOURCES
 420 N POKEGAMA AVE
 GRAND RAPIDS, MN 55744-2658

Agreement No.: WC 1000945_Q-4
 Agreement Period:
 From: 01/01/2020
 To: 01/01/2021

Enclosed is a quotation for workers' compensation deposit premium. **Note: Renewal Coverage will be bound as per the expiring coverage arrangement, including coverage for elected and appointed officials, with the premium indicated on the quote, unless the member or agent sends a written request not to bind renewal coverage.**

<u>PAYROLL DESCRIPTION</u>	<u>CODE</u>	<u>RATE</u>	<u>ESTIMATED PAYROLL</u>	<u>DEPOSIT PREMIUM</u>
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SEE ATTACHED SCHEDULE FOR DETAILS

	Manual Premium	285,225
	Credit 0.81	-54,193
	Standard Premium	231,032
	Deductible Credit 0.00%	0
	Premium Discount	-24,618
	Net Deposit Premium	\$206,414
	Adjustment for Commission*	0
	Total Net Deposit Premium	\$206,414

*Workers compensation rates assume a 2% standard commission. The commission adjustment accounts for the commission difference, above or below 2%.

Agent:
 00456 City Of Grand Rapids
 420 N Pokegama Ave, Attn: City Clerk
 Grand Rapids, MN 55744-2658

Notice of Premium Options for Standard Premiums of \$150,000 - \$300,000 (Con't)

OPTIONS

Please indicate below the premium option you wish to select. You may choose only one option and you cannot change options during the agreement period.

NET DEPOSIT PREMIUM

1. **Regular Premium Option**

206,414

2. **Deductible Premium Option**

Deductible options are available in return for a premium credit applied to your estimated standard Premium of \$ 231,032. The deductible will apply per occurrence to paid medical costs only. There is no aggregate limit.

	<u>Deductible per Occurrence</u>	<u>Premium Credit</u>	<u>Credit Amount</u>	<u>Net Deposit Premium</u>
<input type="checkbox"/>	\$250	0.90%	-2,079	204,335
<input type="checkbox"/>	\$500	1.60%	-3,697	202,717
<input type="checkbox"/>	\$1,000	2.60%	-6,007	200,407
<input type="checkbox"/>	\$2,500	4.50%	-10,396	196,018
<input type="checkbox"/>	\$5,000	6.50%	-15,017	191,397
<input type="checkbox"/>	\$10,000	9.00%	-20,793	185,621
<input type="checkbox"/>	\$25,000	15.00%	-34,655	171,759
<input type="checkbox"/>	\$50,000	20.00%	-46,206	160,208

3. **Retrospective Rates Premium Option**

	<u>Retro-Rated Minimum Factor</u>	<u>Est. Minimum Premium</u>	<u>Retro-Rated Maximum Factor</u>	<u>Est. Maximum Premium</u>
<input type="checkbox"/>	0.415 %	95,878	1.300 %	300,342
<input type="checkbox"/>	0.364 %	84,096	1.500 %	346,548
<input type="checkbox"/>	0.280 %	64,689	2.000 %	462,064

This quotation is for a deposit premium based on your estimate of payroll and selected options. Your final actual premium will be computed after an audit of payroll subsequent to the close of your agreement year and will be subject to revisions in rates, payrolls and experience modification. While you are a member of the LMCIT Workers' Compensation Plan, you will be eligible to participate in dividend distributions from the Trust based upon claims experience and earnings of the Trust.

If you desire the coverage offered above, please return this signed document for the option you have selected.

This quotation should be signed by an authorized representative of the city requesting coverage.

Signature
Title
Date

**Notice of Premium Options for Standard Premiums of \$150,000 - \$300,000
(Con't)**

CONTINUATION SCHEDULE FOR QUOTATION PAGE

<u>REMUNERATION</u>	<u>RATE</u>	<u>CODE</u>	<u>DESCRIPTION</u>	<u>EST. PREM</u>
0	10.95	5192	PARKING METER READERS	0
576,908	9.96	5506	STREET CONSTRUCTION	57,460
POP 17,058	254.11	7708	FIREFIGHTERS (VOLUNTEER)	43,346
1,815,820	6.12	7720	POLICE	111,128
125,733	4.69	8227	CITY SHOP & YARD	5,897
457,861	0.78	8810	LIBRARY OR MUSEUM-PROF & CLERICAL	3,571
763,930	0.78	8810	CLERICAL OFFICE EMPLOYEES NOC	5,959
57,785	2.86	8831	ANIMAL CONTROL	1,653
168,480	7.43	9015	BUILDINGS-OPER BY OWNER	12,518
11,070	8.52	9016	SKATING RINK OPERATION	943
216,534	1.29	9060	CLUB-COUNTRY/GOLF	2,793
213,689	6.04	9102	PARKS	12,907
251,374	3.67	9182	CITY ARENA-OPERATIONS	9,225
114,330	9.56	9220	CEMETERY OPERATION	10,930
1,014,533	0.67	9410	MUNICIPAL EMPLOYEES	6,797
18,200	0.54	9411	ELECTED OR APPOINTED OFFICIALS	98
Manual Premium				285,225



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-0901	Version:	1	Name:	Consider adopting a resolution accepting a \$300,000.00 grant from the MN Department of Iron Range Resources & Rehabilitation (IRRR) Development Infrastructure Grant Program.
Type:	Agenda Item	Status:			Consent Agenda
File created:	1/22/2020	In control:			City Council
On agenda:	1/27/2020	Final action:			
Title:	Consider adopting a resolution accepting a \$300,000.00 grant from the MN Department of Iron Range Resources & Rehabilitation (IRRR) Development Infrastructure Grant Program.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Accepting IRRR Development Infrastructure Grant IRRR Grant Agreement IRRR Grant Agreement Exhibits				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting a \$300,000.00 grant from the MN Department of Iron Range Resources & Rehabilitation (IRRR) Development Infrastructure Grant Program.

Background Information:

On November 25th of last year, the City Council authorized the submission of a grant application to the MN Department of Iron Range Resources & Rehabilitation (IRRR) Development Infrastructure Grant Program for a grant to fund a portion of the cost of a joint project between the Grand Rapids PUC and Blandin Paper Company which would help in eliminating odor issues at the waste water treatment plant, and provide an environmental benefit of improved water quality by eliminating the discharge of residual chemicals into the Mississippi River.

We received notice from the IRRR that they will provide a grant to the City totaling \$300,000.00 for these equipment improvements.

The attached resolution accepts the \$300,000.00 grant from the IRRR, and authorizes execution of necessary documents, including the grant agreement.

Requested City Council Action

Make a motion adopting a resolution accepting a \$300,000.00 grant from the MN Department of Iron Range Resources & Rehabilitation (IRRR) Development Infrastructure Grant Program and authorize the Mayor and City Administrators execution of necessary documents, including the grant agreement.

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

RESOLUTION NO. 20-

A RESOLUTION ACCEPTING A \$300,000.00 GRANT FROM THE MINNESOTA DEPARTMENT OF IRON RANGE RESOURCES AND REHABILITATION (IRRR) DEVELOPMENT INFRASTRUCTURE GRANT PROGRAM FOR WASTE TREATMENT FACILITY UPGRADES AT THE GRPUC WASTEWATER TREATMENT PLANT (WWTP)

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, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$300,000.00 Development Infrastructure grant award from the IRRR for the waste treatment facility upgrades at the GRPUC wastewater treatment plant (WWTP).

BE IT FURTHER RESOLVED, that the City Council authorizes the Mayor and City Administrator to execute the grant contract.

Adopted this 27th day of January 2020.

Dale Adams, Mayor

Attest:

Kimberly Gibeau, City Clerk

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

**STATE OF MINNESOTA
GRANT CONTRACT**

PO ID 3000007636	PO Date December 27, 2019		Fiscal Year 2020	Grant Award \$300,000.00
Vendor ID 0000195352	Fund 2370	Fin Dept ID B4335340	Approp ID B43TCPJ	Account 441352

This grant contract is between the State of Minnesota, acting through the Department of Iron Range Resources and Rehabilitation ("hereinafter, Iron Range Resources and Rehabilitation or State") and Grand Rapids City of - 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744 ("GRANTEE").

Recitals

1. Under Minn. Stat. Sec. 298.22 and 298.223 and pursuant to Iron Range Resources and Rehabilitation Board Resolution No. 20-015 the State is empowered to enter into this grant.
2. As part of its mission, Iron Range Resources and Rehabilitation will grant funds for local economic development projects located within the Taconite Assistance Area defined in Minn. Stat. Sec. 273.1341. Iron Range Resources and Rehabilitation has determined that completion of this project will support those purposes.
3. The State is in need of the duties specified in Exhibit A, which is attached and incorporated into this grant contract.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minn. Stat. Sec. 16B.98, Subd.1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 Effective date:

January 9, 2020, or the date the State obtains all required signatures under Minn. Stat. Sec. 16B.98, Subd. 5, whichever is later. Per, Minn. Stat. Sec. 16B.98, Subd. 7, no payments will be made to the Grantee until this grant contract is fully executed. **The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.**

1.2 Expiration date:

December 31, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 Survival of Terms.

The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will: perform the duties specified in Exhibit A which is attached hereto and incorporated into this grant contract. The grantee will comply with required

grants management policies and procedures set forth through Minn. Stat. Sec. 16B.97, Subd. 4 (a) (1).

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 Consideration.

The State will pay for all services performed by the Grantee under this grant contract as follows:

(a) Compensation

The Grantee will be paid according to the breakdown of costs contained in Exhibit B, which is attached hereto and incorporated into this grant contract.

(b) Travel Expenses

Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be according to the breakdown of costs contained in Exhibit B; provided that the Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) Total Obligation.

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$300,000.00 and be in accordance with the breakdown of costs contained in Exhibit B.

4.2 Payment

(a) Invoices

The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices must be submitted timely and according to the breakdown of costs contained in Exhibit B.

(b) Unexpended Funds

The Grantee must promptly return to the State any unexpended funds that have not been accounted for annually in a financial report to the State due at grant closeout.

4.3 Contracting and Bidding Requirements

(a) Per Minn. Stat. Sec. 471.345, grantees that are municipalities as defined in Subd. 1 must follow the law.

(b) For projects that include construction work, prevailing wage rates must be paid pursuant to Minn. Stat. Sec.177.41-177.44 and per the Iron Range Resources and Rehabilitation Board Resolution No. FY96-005, which is attached hereto and incorporated by reference into this grant contract as Exhibit C (for projects that include construction work). Consequently, the bid request must state the project is subject to the payment of *prevailing wages*. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 Authorized Representative

The State's Authorized Representative is Chris Ismil, 4261 Hwy 53 S, Eveleth, Minnesota, 55734, (218) 735-3010, chris.ismil@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is Rob Mattei, 420 North Pokegama Avenue, Grand Rapids, Minnesota, 55744, 218-326-7600, rmattei@ci.grand-rapids.mn.us. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Contract Complete

7.1 Assignment

The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 Amendments

Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 Waiver

If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 Grant Contract Complete

This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 Liability

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any

claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 State Audits

Under Minn. Stat. Sec. 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 Government Data Practices and Intellectual Property Rights

10.1 Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. Ch.13.08 apply to the release of the data referred to in this clause by either the Grantee or the State. If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law

10.2 Intellectual Property Rights

The State shall own all rights, title and interest in any intellectual property that is derived or developed pursuant to this grant contract, including but not limited to copyrights, patents, trade secrets, trademarks and service marks in any works or documents created and paid for pursuant to this contract.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. Sec.176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 Publicity

Any publicity regarding the subject matter of this grant contract must identify the Department of Iron Range Resources and Rehabilitation as the sponsoring agency and must not be released without prior written approval from the Iron Range Resources and Rehabilitation's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 Endorsement

The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

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

14 Termination

14.1 Termination by the State

The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 Termination for Cause

The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 Termination for Insufficient Funding

The State may immediately terminate this grant contract if:

- (a) It does not obtain funding from the Minnesota Legislature (*State grant funds only*).
- (b) 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

Under Minn. Stat. Sec.270C.65, Subd. 3, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 Provisions

Specifically, but without limitation, GRANTEE shall comply with and, to the extent required by law shall require its contractors and subcontractors performing work on the Project to comply with: Minn. Stat. Sec. 181.59 (Non-discrimination); Minn. Stat. Sec.116J.871 and 177.43 (Prevailing Wages); Minn. Stat. Sec. 574.26 (Payment and Performance Bonds); Minn. Stat. Sec. 363A.36 (Certificate of Compliance for private entities); and Minn. Stat. Sec.116L.66 (Job Listings for grants

of \$200,000 or more to any private entity), and the American's with Disabilities Act 42 U.S.C.A. Sect. 12101.

The grant is subject to the provisions in Minn. Stat. Sec. 16B.97 and .98.

This document may be executed in counterparts. The parties may provide electronic signatures pursuant to the authority of Minn. Stat. Ch. 325L.

1. STATE ENCUMBRANCE VERIFICATION

3. STATE AGENCY

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

Electronically Approved and Signed
Signed: Bob Scuffy
Title: Accounting Director
Date: January 7, 2020

Electronically Approved and Signed
By: Mark R Phillips
Title: Commissioner
Date: January 9, 2020

2. GRANTEE

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

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

Distribution:

Agency

Grantee

State's Authorized Representative

EXHIBIT A: DUTIES

The Grantee, who is not an Agency employee, will use the Department of Iron Range Resources and Rehabilitation (Agency) monies provided to the city of Grand Rapids for waste treatment facility upgrades in Grand Rapids.

The agency requires a 1:1 match per project. In-kind materials and/or labor ARE NOT eligible towards the project

Eligible expenses are outlined in the budget of the application. Related expenses must be pre-approved by the agency's Authorized Representative.

REPORTING REQUIREMENTS:

The grantee will submit a progress report to the Department of Iron Range Resources and Rehabilitation if the grant period exceeds 12 months.

The grantee will submit a final report to the agency prior to final disbursement of grant funds. The agency's authorized representative may conduct a site visit or call as a monitoring requirement for the project.

ACKNOWLEDGEMENT:

As a condition of receiving grant funding, grantee agrees to acknowledgment of the grant by displaying signage that is clearly visible to the public. Signage will be provided by Iron Range Resources and Rehabilitation, and may be in the form of a plaque, construction site board, window decal, or other signage.

Prevailing wages must be paid on the project according to the IRRRB Board Resolution No. 96-005, see attached Exhibit C.

EXHIBIT B: PAYMENTS

The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed \$300,000.00. The Department of Iron Range Resources and Rehabilitation will promptly pay the Grantee after the Grantee presents itemized invoices for the services actually performed and the agency's Authorized Representatives accepts the invoiced services. Invoices must be submitted timely and according to the following schedule: reimbursement upon submission of invoices upon completion of stages of work on the project and/or completion of the entire project done in accordance with this Agreement.

Architectural and engineering fees in excess of 10% of the total infrastructure and site development costs are ineligible for reimbursement.

EXHIBIT C

IRON RANGE RESOURCES AND REHABILITATION BOARD
OF THE STATE OF MINNESOTA

Resolution No.: FY96-005

WHEREAS, the Board is authorized and required under the provisions of Minnesota Statutes: Section 298.22, subdivision 2; Section 298.223, Subdivision 2; and Section 298.296, subdivision 2, to approve projects before any funds made available to the Commissioner under any such section (hereafter referred to as "IRRRB Funds") may be expended; and

WHEREAS, the Board met in open session on Friday, March 22, 1996, at Room 229, in the State Capitol Building, St. Paul, Minnesota, to consider the approval of various projects to be financed with IRRRB Funds, and at such meeting considered and discussed whether or under what circumstances wages should be paid to workers on IRRRB funded projects at rates which are consistent with the prevailing wage requirements for projects subject to Minnesota Statutes Sections 177.41 to 177.44;

WHEREAS, the Board on Monday, April 29, 1996, met in open session at the IRRRB Building at Eveleth, Minnesota, and further considered the matter of its policy on prevailing wages; and

WHEREAS, on the basis of such discussions and considerations the Board has determined that a policy statement regarding the payment of prevailing wages on IRRRB funded projects should be adopted so that it can be referred to and incorporated by reference as a condition of the Board's approval of specific projects which from time to time hereafter are submitted to it by the Commissioner for approval;

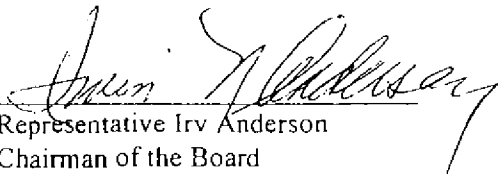
NOW, THEREFORE, BE IT RESOLVED that when the Board determines to invoke or apply a prevailing wage condition on a project, it intends that substantially the following language be inserted in the contract:

This Board's approval of funding for this project is subject to the further condition that the Grantee/Borrower must, before any IRRRB funds are paid or released, first certify to the commissioners of labor and industry and of Iron Range Resources and Rehabilitation that it will pay or require to be paid to all laborers, workers and mechanics performing work at the Project Site being financed in whole or in part with such IRRRB funds, wages at a rate not less than the prevailing wage rates as defined in Minnesota Statutes § 177.42, subdivision 6, as amended. The term "Project Site" shall include not only the immediate physical location at which the improvements funded in whole or in part by these approved IRRRB funds are to be made, but also any other areas of substantially concurrent construction work within the same building or on the same or a connected parcel of land which is being done by the grantee/borrower or by a private business entity in association with the Grantee's/Borrower's project or in contractual reliance upon its being done.

BE IT FURTHER RESOLVED that this resolution may hereafter be referenced and referred to as "Resolution 96-005"

PASSED AND ADOPTED BY VOTE OF THE IRON RANGE RESOURCES AND REHABILITATION BOARD THIS
29th DAY OF APRIL, 1996

AYES: 11
NAYS: 0
ABSTENTIONS: 0
ABSENT: 0

Signed: 
Representative Irv Anderson
Chairman of the Board



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0902 **Version:** 1 **Name:** Bank Resolution-Signers GRSB
Type: Agenda Item **Status:** Consent Agenda
File created: 1/22/2020 **In control:** City Council
On agenda: 1/27/2020 **Final action:**
Title: Consider adopting a resolution authorizing the removal of terminated employees signatures on the management savings account at Grand Rapids State Bank.

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution Fund Mgt Savings-GRSB](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution authorizing the removal of terminated employees signatures on the management savings account at Grand Rapids State Bank.

Background Information:

The City has established a Fund Management Savings account on January 14, 2013, to earn a higher interest rate. We are requesting the City Council to adopt a resolution authorizing the removal of terminated employee signatures and designating the City Administrator, Finance Director and Assistant Finance Director as authorized signers.

Staff Recommendation:

Staff recommends adopting a resolution authorizing the removal of terminated employees signatures on the management savings account at Grand Rapids State Bank and designating the City Administrator, Finance Director and Assistant Finance Director as authorized signers.

Requested City Council Action

Make a motion adopting a resolution authorizing the removal of terminated employees signatures on the management savings account at Grand Rapids State Bank and designating the City Administrator, Finance Director and Assistant Finance Director as authorized signers.

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

RESOLUTION NO. 20-
A RESOLUTION AUTHORIZING THE REMOVAL OF TERMINATED EMPLOYEES
SIGNATURES ON THE MANAGEMENT SAVINGS ACCOUNT AT GRAND RAPIDS
STATE BANK AND DESIGNATING THE CITY ADMINISTRATOR, FINANCE
DIRECTOR, AND ASSISTANT FINANCE DIRECTOR AS AUTHORIZED SIGNERS

WHEREAS, the City has established a Fund Management Savings account on January 14, 2013, to earn a higher interest rate, and

WHEREAS, the City Council designates the City Administrator, Finance Director, and Assistant Finance Director as authorized signers,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the removal of terminated employee signatures on the Management Savings Account at Grand Rapids State Bank and designates the City Administrator, Finance Director, and Assistant Finance Director as authorized signers.

Adopted this 27th day of January 2020.

Dale Adams, Mayor

Attest:

Kim Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-0903	Version:	1	Name:	Adopt a resolution establishing a date to conduct a public hearing on the final draft of the updated Comprehensive Plan.
Type:	Agenda Item	Status:			Consent Agenda
File created:	1/22/2020	In control:			City Council
On agenda:	1/27/2020	Final action:			
Title:	Consider adopting a resolution establishing a date to conduct a public hearing on the final draft of the updated Comprehensive Plan.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Resolution Final - Call for Hearing Draft Comp. Plan				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution establishing a date to conduct a public hearing on the final draft of the updated Comprehensive Plan.

Background Information:

The City of Grand Rapids Comprehensive Plan Steering Committee has completed work on an updated Comprehensive Plan for Grand Rapids. For the last year, the Committee has been meeting and engaging the public in a discussion of issues, long-range goals, and action priorities for the City to focus on over the next 20 years.

As part of the Comprehensive Plan adoption process, the City has chosen to conduct two public hearings (one at the Planning Commission and one at the City Council), in addition to the Community Meeting which was conducted December 3, 2019 at the Grand Rapids Area Public Library.

The Planning Commission will review the Draft Comprehensive Plan and conduct a public hearing on February 6th, and consider forwarding a recommendation to the City Council for the Plans final adoption.

Staff will distribute a hard copy of the final Draft Plan to the City Council for their review in the next week. Additionally the Draft Plan will also available for viewing on the City's web site and at the Public Library. The attached resolution establishes a February 24, 2020 date to conduct the City Councils public hearing on the Draft Plan.

If the Council would like to discuss the Draft Comprehensive Plan at a worksession prior to the February 24th public hearing, please contact City Administrator Pagel.

Approve a motion to adopt the attached resolution establishing a public hearing on February 24, 2020, for the purpose of gathering public comment on the Draft Comprehensive Plan.

Requested City Council Action

Make a motion adopting a resolution establishing a date to conduct a public hearing on the final draft of the updated Comprehensive Plan.

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

RESOLUTION NO. 20-

**A RESOLUTION
CALLING FOR A PUBLIC HEARING TO RECEIVE PUBLIC COMMENT
ON THE DRAFT COMPREHENSIVE PLAN**

WHEREAS, the City of Grand Rapids initiated the process to update its Comprehensive Plan, and

WHEREAS, the Draft Comprehensive Plan was received by the City Council during the week of February 2, 2020.

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

1. A Public Hearing shall be held on the Draft Comprehensive Plan on the 24th day of February, 2020, in the Council Chambers located at the Grand Rapids City Hall at 5:30 p.m., and the Clerk shall give published notice of such hearing as required by law.

Adopted by the Grand Rapids City Council this 27th day of January, 2020.

Dale Adams, Mayor

ATTEST:

Kim Gibeau, City Clerk

Council Member _____ seconded the foregoing ordinance and the following voted in favor thereof: _____ . Opposed: _____, whereby the ordinance was declared duly passed and adopted.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0905 **Version:** 1 **Name:** PW Agreement with Fastenal
Type: Agenda Item **Status:** Consent Agenda
File created: 1/23/2020 **In control:** City Council
On agenda: 1/27/2020 **Final action:**
Title: Consider approving an agreement with Fastenal for an operating supply machine.
Sponsors:
Indexes:
Code sections:
Attachments: [2020 1-27 FAST Solutions Agreement](#)

Date	Ver.	Action By	Action	Result
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Consider approving an agreement with Fastenal for an operating supply machine.

Background Information:

The Public Works Department purchases a wide variety of operating and safety supplies that Fastenal would supply as per the attached "Fast Solution Agreement". These supplies will be provided via a FAST 5000 machine and a 27 Door Locker and would be located in the mechanic's bay of the public works shop. This machine will allow staff to access these supplies while allowing supervisors the ability to track usage and monitor ordering. The machine is provided free of charge.

Staff Recommendation:

Matt Wegwerth, PW Director, recommends an agreement with Fastenal for an operating supply machine.

Requested City Council Action

Make a motion to approve and sign an agreement with Fastenal for an operating supply machine for the Public Works Department.

FAST Solutions®

AGREEMENT

This Agreement is made by and between _____ ("Customer") located at _____ and Fastenal Company, 2001 Theurer Blvd. Winona, MN 55987 ("Fastenal" herein). This Agreement will replace and supersede any prior agreements applicable to Fastenal's FAST Solutions program (FAST units or FAST equipment) utilized by the Customer effective on the date signed below.

Customer hereby grants exclusively to Fastenal the right to install FAST equipment within Customer's facility pursuant to an Order Form. An Order Form can be used at any time during the course of this Agreement unless the Agreement has been terminated before the order date. Customer and FASTENAL understand and agree that the terms and conditions of this Agreement shall be applicable to the FAST equipment ordered and installed at Customer's facility with the address indicated on the Order Form. Fastenal also agrees to be responsible for all standard maintenance and repair of the FAST units, excluding damage or destruction caused by Customer negligence, weather events, vandalism, or theft (however, Customer's liability shall not exceed \$10,000 per unit). Fastenal will provide insurance to cover its liability for personal injury or property damage it causes in connection with the installation, removal and operation of the FAST equipment.

1) Term: This Agreement will be effective on the date signed below and will continue until sixty (60) days advance written notice of termination is received by either party. In the event of termination, Customer shall allow Fastenal reasonable access to the Customer's premises for FAST equipment removal.

2) Ownership and Default: Unless specified on the Bin Stock Order Form, Fastenal will maintain full and exclusive ownership of all FAST equipment. Failure of Customer to comply with the terms of this Agreement or timely pay invoices will be considered a default and Fastenal has the right to terminate and remove the FAST equipment from Customer site, at Fastenal's discretion, with not less than five (5) business days' written notice of default.

3) Equipment: Customer shall provide the physical space required for the FAST equipment requested via the Order Form. Customer acknowledges that some FAST equipment types have specific requirements and those requirements will be stated on the Order Form. All FAST equipment will be stocked with Fastenal distributed products only, unless otherwise approved by Fastenal in writing.

Select FAST equipment has the ability for Customer to track assets through a check in/out system. If utilized in this manner, these lockers will be assessed a monthly Locker Lease Fee shown on the Locker Lease Order Form. Customer acknowledges that FAST equipment is not intended to manage product returned to the machine.

FAST equipment identified as Sensor Lockers are dispense only, check in/out system is not an option on these units.

Fastenal's FAST equipment is not NFPA rated and Customer waives any claims against Fastenal pertaining to Customer's decision to stock hazardous materials in the FAST equipment.

4) Connectivity: Customer shall timely provide all electrical and internet connections required for operation at no cost to Fastenal. If a Fastenal supplied Aircard is used to establish an internet connection for the FAST units, Customer will be subject to a monthly fee as referenced under FAST Solutions Program fees. Customer agrees that Fastenal will not be responsible or liable for any delays, interruptions, defaults or outages with the Aircard internet connection. The Aircard connection must be utilized only in connection with the FAST equipment and Fastenal will not be responsible or liable for any unauthorized use of the Aircard connection by Customer.

5) Product Pricing: Prices are subject to Contract # _____ (please indicate what Govt. contract customer is utilizing) with _____ (please indicate what entity holds this contract). If unknown or not utilizing a contract, Customer can fill in "N/A". Prices for dispensed items may be negotiated to best identify high usage parts that are best opportunities or situated for dispensing. Prices may vary based on specific customer requirements such as kitting, special labeling, or packaging if applicable.

04/01/2019

Submit completed copy to fastsolutionsagreements@fastenal.com

- 6) **Taxes:** Customer is responsible for any state, federal, provincial and local sales and use taxes related to the products dispensed from the FAST equipment and any applicable Software Fees (unless the Customer is tax-exempt).
- 7) **Assignment:** Customer may not assign, remove or attempt to sell or transfer any FAST equipment to another party or property, without FASTENAL's written permission.
- 8) **Purchase Commitment:** The parties agree that Customer will work in good faith to increase its overall purchases of products from FASTENAL at the location of the FAST units in accordance to the Good Faith MSI (Monthly Spend Increase) as indicated on the Order Form.

9) **FAST Solutions Program Fees:** Customer will pay Fastenal the following fees:

Monthly Software Fee	Waived if Blanket PO issued for amount of Total Good Faith MSI
Monthly Locker Lease Fee	See Locker Lease Order Form
Monthly Cellular Connection Fee	\$10 per control board (only if a Fastenal supplied Aircard is used)

Any applicable fees listed above will be invoiced on the first day of the month following installation of each FAST unit and monthly thereafter. All Fees are in US dollars and are non-refundable.

10) **Payments:** Payment terms for products sold thru FAST equipment and any applicable FAST Solutions Program Fees shall be NET 30 days after the invoice date. FASTENAL will invoice Customer weekly for products stocked in the FAST equipment (non-consignment).

11) **Limitation of Liability:** In no event will either party be liable for any special, indirect, incidental, consequential or exemplary damages in connection with or arising out of this Agreement, including, but not limited to, damages for injuries to persons or property or loss of profits or loss of future business or reputation, whether based on tort or breach of contract or other basis, even if it has been advised of the possibility of such damages.

12) Customer will be subject to the terms of the 'End-User License Agreement' when using specific FAST equipment as noted on the Order Form. Fastenal will not be responsible or liable for any loss, damage, expense or claim incurred by Customer arising out of the Customer's use of the FAST equipment. Fastenal's maximum liability and Customer's sole remedy will be the refund of the Fees paid by Customer during any prior twelve month period under this agreement. This agreement shall be binding upon the parties hereto, their heirs, personal representatives, administrators, successors and assigns. This agreement will be governed and interpreted under the laws of the State of Minnesota. Parties certify authority to enter into this agreement.

EACH PARTY ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND THIS AGREEMENT AND HEREBY EXECUTES THE SAME.

Customer
Signature (X) _____

Fastenal DM
Signature(X) _____

Name _____

Name _____

Date _____

Date _____

Fastenal Servicing Branch _____

FAST Solutions®

VENDING ORDER FORM - GOVERNMENT

This Order Form applies to FAST equipment requested by the Customer. The terms and conditions of the FAST Solutions Agreement shall be applicable to the FAST equipment ordered herein. Installation of the FAST equipment is required within 90 days from the Order Form date or this order will be subject to cancellation. Customer shall be subject to the terms of the 'End-User License Agreement' when using the FAST equipment ordered below. Due to the weight of the FAST 10000 and Sensor Locker units, the installation location of these units must be accessible with a forklift or pallet jack. ***See Product Linecard for available configurations.**

FAST Solutions Program Fees applicable to this order: *(Fees have been previously approved on the FAST Solutions Agreement)*

Monthly Software Fee
 Monthly Cellular Connection Fee

Waived if Blanket PO issued for amount of Total Good Faith MSI
 ✓ \$10 per control board (only if a Fastenal supplied Aircard is used)

*Denotes a Machine Type with a Control Board

Machine Type	Qty	Good Faith MSI per unit
FAST 5000*	1	\$2,000
FAST 3000*		\$1,000
Stand Alone Controller*		N/A
2 Door Vertical Locker		\$1,500
2 Door Horizontal Locker		\$1,500
3 Door Locker		\$250
4 Door Locker		\$1,500
12 Door Locker		\$250
18 Door Locker		\$1,500
27 Door Locker	1	\$1,800
30 Door Locker		\$1,900
36 Door Locker		\$2,100
FAST 2000CT*		\$500
FAST 4000CT*		\$1,000
Outdoor Locker*		\$750
Outdoor Locker 12 Add-on		\$750
FAST 10000 Single Door*		\$2,500
FAST 10000 Combo*		\$2,500
FAST 10000 Drawer Unit*		\$3,000
18 Door Sensor Locker*		\$2,500
24 Door Sensor Locker*		\$2,700
27 Door Sensor Locker*		\$3,000
FAST 10000 9 Drawer*		\$4,200

Customer Information: All information below is required before the FAST equipment requested on this order form can be ordered.

Existing Customer Account Number: _____

Required Vending Account Number: _____

Name of Customer: _____

Physical Address FAST unit(s): _____

City, ST, Zip: _____

Customer Contact Name: _____

Customer Contact Email: _____

Customer Contact Phone: _____

Customer Signature (X) _____

Fastenal DM Signature(X) _____

Name _____

Name _____

Date _____

Date _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-0907	Version:	1	Name:	Rapids Brewing On-sale liquor
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	1/24/2020	In control:		In control:	City Council
On agenda:	1/27/2020	Final action:		Final action:	
Title:	Consider approving on-sale liquor license for Rapids Brewing Co.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Consider approving on-sale liquor license for Rapids Brewing Co.

Background Information:

Rapids Brewing Co. currently holds an On-sale wine license with strong beer authorization in addition to their brewpub/brewer license and off-sale growler. They are requesting a license allowing them to sell on-sale liquor as well. If approved, the license would be converted from On-sale wine with strong beer to full on-sale liquor. The brewpub/brewer license and off-sale growler will still be required as these are separate.

Staff Recommendation:

Recommend approval.

Requested City Council Action

Make a motion approving on-sale liquor license for Rapids Brewing Co.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0897 **Version:** 1 **Name:** Board & Commission Minutes
Type: Minutes **Status:** Approved
File created: 1/15/2020 **In control:** City Council
On agenda: 1/27/2020 **Final action:**
Title: Review & Acknowledge minutes for Boards & Commissions.
Sponsors:
Indexes:
Code sections:
Attachments: [December 3, 2019 Arts & Culture Comm. minutes](#)
[December 18, 2019 PUC Minutes](#)
[December 18, 2019 PUC Special Meeting minutes](#)
[November 7, 2019 Special Golf Board Minutes](#)
[November 19, 2019 Golf Board minutes](#)
[December 17, 2019 Golf Board minutes](#)
[December 11, 2019 Library Board minutes](#)

Date	Ver.	Action By	Action	Result
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Review & Acknowledge minutes for Boards & Commissions.



ARTS AND CULTURE COMMISSION MINUTES

CALL TO ORDER: Pursuant to due notice and call thereof the regular meeting of the Grand Rapids Arts and Culture Commission was held in Conference Room 2A of the Grand Rapids City Hall, 420 N. Pokegama Avenue, Grand Rapids, Minnesota on Tuesday, December 3, 2019 at 3:45 PM.

Call of Roll: On a call of roll, the following members were present: Kathy Dodge, Anne-Marie Erickson, Sonja Merrild, David Marty, Jessie Siiter, Kayla Aubid, Harry Smith and Ed Zabinski. Absent: Myrna Peterson.

Staff Present: Tom Pagel, Kim Gibeau

Public: Tom Pagel noted that the City Council appointed three new members to the Commission. Tom Sippola (present), Kari Hedlund (arrived at 4:15) and Gail Otteson, will begin three year terms on January 1, 2020. Departing commission members include Harry Smith, Kathy Dodge and Sonja Merrild.

Setting the Agenda:

Motion by Aubid, second by Smith to approve the agenda as presented. Motion passed by unanimous vote.

Correspondence: None.

Approval of Minutes:

Motion by Erickson, second by Smith to approve minutes of November 5, 2019 as presented. Motion passed by unanimous vote.

Financials: Acknowledged that there are no changes to the financials.

Artist in Residence: There are three artists who have been approved for a six-month residency. MacRostie Art Center staff are now managing this program.

Old Business:

Consider tabling Northbank mural project, Grant discussion and Kiosk to January 2020: Still working on these items. There is a possible grant opportunity in the spring. These topics will be brought back to the Commission at the January 7, 2020 meeting.

Art placement plan: Review of final draft of plan submitted by Jen Krava, Forecast Public Art.

Motion by Marty, second by Dodge to approve the Art Placement Plan and recommend the adoption by the City Council. Motion passed by unanimous vote.

Library Art Project:

Will Richter, Director of Library Services, provided update of project status including site visit by artist Adam Swanson. Proposed mural will be 16' X 32', painted on meal sheets and mounted. The total cost estimate is \$19,800, of which \$12,000 will be covered by the Art Legacy grant.

Discuss 2020 Goals: Top five priorities are discussed. In order to assist with developing an action plan moving forward, a subcommittee is formed, consisting of Commissioners Zabinski, Siiter, Hedlund, Tom Pagel, City Administrator and Matt Wegwerth, Public Works Director/Engineer.

Mayor's Art Award update: Draft notice for nominations has been completed. Commissioner Marty will forward to staff. Deadline for submissions will be early January 2020 and the award will be presented in April at the annual Chamber event.

New Business:

2020 Poetry Contest: The Grand Rapids Library conducted the first poetry contest, and winning poems are now in concrete sections of walkway on Central School Grounds. Mr. Richter will look into this project and get back to staff.

Announcements: Commissioner Aubid discusses "Art Alley" events in other communities and will be looking into logistics of doing this in Grand Rapids. More information will be provided as available.

Items for next agenda:

- Northbank mural project, Grant discussion & Kiosk – Katie Marshall, MacRostie
- 2020 Goal Committee
- Election of Officers
- Artist in Residence
- Mayor's Art Award

There being no further business, the meeting adjourned at 4:42 pm.

Respectfully submitted:

Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail - Final Public Utilities Commission

Wednesday, December 18, 2019

4:00 PM

Conference Room of Public Utilities Service
Center

1 CALL TO ORDER

2 CALL OF ROLL

3 19-0752 Acknowledge proper posting of the change in the regular meeting date.

Attachments: December 2019 regular meeting rescheduled notice 20191218

4 APPROVAL OF MINUTES

4.a. 19-0763 Consider a motion to approve the minutes of the November 13, 2019 regular meeting and the November 26, 2019 special meeting.

Attachments: GRPUC Regular Meeting Minutes of November 13, 2019
 GRPUC Special Meeting Minutes of November 26, 2019

5 CITY TREASURER'S REPORT AND INVESTMENT ACTIVITY REPORT

5.a. 19-0795 Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for November 2019.

Attachments: City Treasurer Report and Investment Report 2019 Nov

6 PUBLIC FORUM

7 COMMISSION REPORTS

8 ADMINISTRATION

8.a. 19-0818 Review the Administration Department Report.

Attachments: 2019-1213 Administrative Report Memo.pdf

8.b. 19-0822 Consider a motion to authorize the sale and/or disposal of surplus equipment.

Attachments: 2019-1218 Surplus Equipment Memo.pdf

8.c. 19-0823 Consider a motion to adopt the Electric Cost of Service and Rate Design

Study and authorize staff to prepare the policy documents implementing the Study's recommendations.

Attachments: [2019-1213 Electric Rate Study Memo.pdf](#)
[2019-1213 GRPU Final Report Elec COS Study.pdf](#)

9 ACCOUNTING AND FINANCE

- 9.a. [19-0796](#) Review the Accounting and Finance Operations Report for November 2019.

Attachments: [Accounting and Finance Operations Report 2019 Nov](#)

- 9.b. [19-0820](#) Consider a motion to approve the writeoff of December uncollectible accounts in the amount of \$297.20.

- 9.c. [19-0824](#) Consider a motion to adopt the proposed 2020 Capital Expenditure and Operation and Maintenance Budget.

Attachments: [2020 Final Budget Packet.pdf](#)

10 ELECTRIC DEPARTMENT

- 10.a. [19-0814](#) Review the Electric Department Operations Report for November 2019.

Attachments: [2019-11 Electric Department Monthly Report](#)

- 10.b. [19-0653](#) Consider a motion to approve the Small Wireless Cell Policy and Permit Application.

Attachments: [E.7 Small Wireless Cell Policy and Permit Application 12-2019](#)

11 WASTEWATER TREATMENT FACILITY OPERATIONS

- 11.a. [19-0808](#) Review the Wastewater Treatment Facility Operations Report for November.

Attachments: [Wastewater Treatment Facility Monthly Operations Report - November 2019](#)

- 11.b. [19-0815](#) Consider a motion to approve the capital expenditure of a sander for truck 71.

Attachments: [Agenda Item 19-0815 Sander c](#)

- 11.c. [19-0821](#) Consider a motion to award the contract for 2020 Sludge Placement to JRadtke Trucking in the amount of \$61,200 and authorize Commission President to sign the contract.

Attachments: [Agenda Item 19-0821 2020 Sludge Contract](#)
[2020 GRPUC Industrial Sludge Placement Contract Packet](#)

12 WATER AND WASTEWATER COLLECTION

- 12.a. 19-0809 Review the Water and Wastewater Collection Operations Report for November.

Attachments: Water and Wastewater Collection Monthly Operations Report - November 2019

13 SAFETY

- 13.a. 19-0817 Review the Safety Report for November 2019.

Attachments: 2019-1218 Safety Report Memo.pdf

14 DISCUSSION AND CORRESPONDENCE**15 VERIFIED CLAIMS**

- 15.a. 19-0797 Consider a motion to approve the verified claims for November:
Computer Check Register \$ 1,253,191.16
Manual Check Register \$ 395,055.40

Attachments: AP List 2019.11.30 #1
Check Register Manual 2019.11.30

16 ADJOURNMENT

The next regular Commission meeting is Wednesday, January 15, 2019 at 4:00 PM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The next special meeting/work session is scheduled for Tuesday, January 28, 2019 at 8:00 AM in the conference room of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

The GRPUC has adopted a Meeting Protocol Policy, which informs attendees of the GRPUC's desire to conduct meetings in an orderly manner which welcomes all civil input from interested parties. If you are unaware of the policy, copies (gray color) are available at the GRPUC meeting room entrances.



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail - Final Public Utilities Commission

Wednesday, December 18, 2019

3:00 PM

Conference Room of Public Utilities Service
Center

1 CALL TO ORDER

2 CALL OF ROLL

3 19-0762 Acknowledge the proper posting of the special meeting date, time, and purpose.

Attachments: [special meeting notice 20191218](#)

4 19-0825 Review and discuss the proposed 2020 Capital Expenditure and Operation and Maintenance Budget.

Attachments: [2019-1213 Electric Rate Study Memo](#)

[2019-1213 GRPU Final Report Elec COS Study](#)

[2020 Final Budget Packet.pdf](#)

5 ADJOURNMENT

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GRAND RAPIDS GOLF COURSE BOARD
SPECIAL MEETING
November 7, 2019
7:30 AM

Present: Larry O'Brien, Brad Gallop, Pat Pollard

Absent: Kelly Kirwin, John Bauer

Staff: Bob Cahill Director of Golf
Steve Ross Grounds Superintendent

- I. Pat Pollard called the meeting to order.
- II. Visitors: None
- III. Discussions took place relating to proposed 2020 membership rates and fees, 2020 budget, and the Capital Improvement Plan. Brad Gallop made a motion to modify the Capital Improvement Plan for 2020 to include additional pieces of equipment. Larry O'Brien seconded the motion. The motion passed. Brad Gallop made a motion to increase and modify some membership fees for 2020. Larry O'Brien seconded the motion. The motion passed. Some budget clarifications will take place prior to approving the budget at the regular November meeting.

Respectfully Submitted,

Larry O'Brien
Recording Secretary

GRAND RAPIDS GOLF COURSE BOARD
REGULAR MONTHLY MEETING
November 19, 2019
7:30 AM

Present: Brad Gallop, Pat Pollard, Larry O'Brien

Absent: Kelly Kirwin, John Bauer

Staff: Steve Ross Grounds Superintendent

- I. Pat Pollard called the meeting to order.
- II. Brad Gallop made a motion to accept the minutes of the October 15, 2019 Board meeting and the November 7, 2019 Special Board meeting. Pat Pollard seconded the motion. The motion passed.
- III. Consideration of monthly bills: Brad Gallop made a motion to approve the bill list. Larry O'Brien seconded the motion. The motion passed. Brad Gallop made a motion to approve a separate bill to Northland Fire & Safety for \$960.81. Larry O'Brien seconded the motion. The motion passed.

AT&T MOBILITY	53.65
AMERICAN BANK	1,259.98
CITY OF COHASSET	173.82
DAVIS OIL INC	1,480.96
GRAND RAPIDS CITY PAYROLL	18,704.46
L&M SUPPLY	75.34
MN DEPT OF NAT'L RESOURCES-OMB	336.75
MINNESOTA REVENUE	2,958.79
MINNESOTA TORO	119.14
MINNESOTA UNEMPLOYMENT COMP FD	16.56
MOR GOLF AND UTILITY	475.56
NARDINI FIRE EQUIPMENT CO INC	1,034.34
NEXTERA COMMUNICATIONS LLC	3.85
NAPA SUPPLY OF GRAND RAPIDS	59.91
NORTHERN SAFETY & INDUSTRIAL	260.64
PA JONES, LLC	2,405.44
P.U.C.	2,306.98
NORTHERN MN WATER COND DBA	27.35
RAPIDS PLUMBING & HEATING INC	354.00
ROSS GOLF COURSE	4,421.28
TDS Metrocom	185.85
TURFWERKS	146.57
UNUM LIFE INSURANCE CO OF AMER	2.05
TOTAL ALL VENDORS:	36,863.27

- IV. Visitors: None
- V. Grounds Superintendent: Steve Ross reported. Season has pretty much wrapped up. Cody is still working a bit longer. Some equipment purchases for 2020 were discussed and will be considered after a successful spring opening.
- VI. Concessions: No report.

- VII. Director of Golf: No report.
- VIII. Old Business: Brad Gallop made a motion to approve the 2020 budget. Larry O'Brien seconded the motion. The motion passed.
- IX. New Business: None
- X. Correspondence and Open Discussion: None.
- XI. Adjourn: Larry O'Brien made a motion to adjourn the meeting. Brad Gallop seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien
Recording Secretary

GRAND RAPIDS GOLF COURSE BOARD
REGULAR MONTHLY MEETING
December 17, 2019
7:30 AM

Present: Brad Gallop, Pat Pollard, Larry O'Brien, Kelly Kirwin, John Bauer

Absent: None

Staff: Bob Cahill Director of Golf

- I. Pat Pollard called the meeting to order.
- II. Brad Gallop made a motion to accept the minutes of the November 19, 2019 Board meeting. John Bauer seconded the motion. The motion passed.
- III. Consideration of monthly bills: John Bauer made a motion to approve the bill list. Brad Gallop seconded the motion. The motion passed.

CITY OF GRAND RAPIDS	7,475.00
L&M SUPPLY	183.63
NARDINI FIRE EQUIPMENT CO INC	397.71
NORTHERN MN WATER COND DBA	17.40
ROSS GOLF COURSE	4,542.86
AT&T MOBILITY	54.42
AMERICAN BANK	340.25
CITY OF COHASSET	276.79
GRAND RAPIDS CITY PAYROLL	2,776.89
MINNESOTA REVENUE	537.23
NEXTERA COMMUNICATIONS LLC	3.72
NORTHLAND FIRE & SAFETY INC	960.81
OPERATING ENGINEERS LOCAL #49	1,402.00
P.U.C.	1,400.02
TDS Metrocom	184.44
UNUM LIFE INSURANCE CO OF AMER	2.05
VISA	220.91
WASTE MANAGEMENT OF MN INC	187.20
TOTAL ALL DEPARTMENTS	30,963.33

IV. Visitors: None

V. Grounds Superintendent: No report

VI. Concessions: No report.

VII. Director of Golf: Bob Cahill reported. The rain/ice event we experienced three weeks ago resulted in a thin layer of ice on our greens. However, the usual fall application of Milorganite (dark fertilizer) melted enough of the ice from underneath to prevent a problem. Small areas of thicker ice were broken up with fairway aeration equipment. Multiple mowers were sent to Toro for repair and Toro extended the warranty to cover the expense. Golfing events are being scheduled for 2020 and 2 weddings have been scheduled.

VIII. Old Business: None

IX. New Business: None

X. Correspondence and Open Discussion: None.

XI. Adjourn: Brad Gallop made a motion to adjourn the meeting. John Bauer seconded the motion. The motion passed.

Respectfully Submitted,

Larry O'Brien
Recording Secretary

Grand Rapids Area Library Regular Board Meeting December 11, 2019

Call to Order: The monthly board meeting was called to order at 5:00 by Dennis Jerome.

Roll Call:

Members Present: Lisa Tabbert, Dennis Jerome, Cyndy Martin, Deborah Kee, Max Peters, Susan Zeige, Richard Thouin.

Members Absent: Jean MacDonell, Randy McCarty.

Staff Present: Director William Richter, Michelle Toven (City Council).

Public Comment:

Agenda: A motion was made by Deborah Kee to approve the agenda as amended. A second was made by Cyndy Martin. The motion was passed unanimously.

Minutes: Max Peters made a motion to approve minutes from the November board meeting. A second was made by Lisa Tabbert made the motion was passed unanimously.

Communications:

- a. Email to Tracy Kampa from Amy Chung
- b. Christmas card to Library staff from Simon Gretton
- c. Thank you from Second Harvest North Central Food Bank

Financial Report: A motion was made to approve financial reports and payment of bills as listed by Cyndy Martin. A second was made by Susan Zeige. On a roll call vote the motion was passed unanimously.

Staff Report: Communications with ALS regarding frozen state maintenance of effort.

Finalizing the 2020 budget. Working on passport certification inspection. Library foundation has a new president – Lisa Tabbert. The new heat pump is in the process of being installed. The old pump is expected to be used as a spare. Library use up over the past year.

Old Business:

- a. 2020 Budget

New Business:

Consent Agenda: Deborah Kee made a motion to approve the consent agenda, a second was made by Richard Thouin. On a roll call vote the motion was passed unanimously.

1. Approve payment of late bills

- a. City of Grand Rapids in the amount of \$7,600.00 (JAN-DEC IT FEES)

2. Approve contracts and payment to presenters

- a. (None)

3. Approve Resolution Accepting Donations

- a. Grand Rapids Area Library Foundation - \$1920.00 for Saturday Story Time (July-September)
- b. Friends of the Grand Rapids Area Library - \$180.00 for recycling (3rd quarter).
- c. Friends of the Grand Rapids Area Library - \$42.90 for paper towel rolls.
- d. Leah White - \$50.00 (undesignated)

Regular Agenda:

- a. **Resolution 2019-78 RE: 2020 County Levy**

b. Acknowledge departing Library Board member Max Peters

Adjourn: The monthly board meeting was adjourned at 5:38 p.m. by Dennis Jerome.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0909 **Version:** 1 **Name:** Department Head Report
Type: Agenda Item **Status:** Department Head Report
File created: 1/24/2020 **In control:** City Council
On agenda: 1/27/2020 **Final action:**
Title: Fire Department - Chief Travis Cole
Sponsors:
Indexes:
Code sections:
Attachments: [2020 GRAND RAPIDS FIRE DEPARTMENT Annual Report](#)

Date	Ver.	Action By	Action	Result
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Fire Department - Chief Travis Cole

Grand Rapids Fire Department 2019 Annual Report





Front Row: Sean Martinson, Bruce Baird, Shawn Graeber, Travis Cole, Mike Liebel, John Linder, Andy Horton, Tony Clifton, and Tom Foss.

Back Row: Mark Greiner, Ashley Moran, Rob Rima, Jeremiah Puelston, Connor Grisby, Dave Callguri, Jeff Cook, William Thayer, Lance Kuschel, Jake Barsness, Heath Smith, Josh Adler, Adam Kortekaas, Karl Gaalaas, Robert Kuschel, and Chad Troumbly .

Not Pictured: Jeremy Gambill, Paul Martinetto, Bryan Zuehlke, Jeff Ingle, Jim Gibeau, and Chad Keech and Sam Karkela.



GRAND RAPIDS FIRE DEPARTMENT

Fire Chief

Phone: 218.326.7639

Cell: 218-244-6952

E-mail: jlinder@ci.grand-rapids.mn.us

Address: 420 North Pokegama Avenue
Grand Rapids, Minnesota 55744



The following pages contain the **2019 Annual Report** for the Grand Rapids Fire Department.

The Grand Rapids Fire Department responded to 199 calls for service in 2019. This was an increase in calls from 149 calls in 2018, 183 calls in 2016, and 176 calls in 2017. The department responded to 24 structure fires in 2019 which was an increase from 16 in 2018. The officers of the department also responded to numerous other service calls such as carbon monoxide alarms, requests for burning permits, and other services provided that do not necessarily require the turnout of the entire department which adds a cost savings to our overall budget.

The fire department experienced a roster changes this year with the retirement of 1st Assistant Chief Bryan Zuehlke in January 2019. Bryan was one of our long standing officers who helped me throughout my career with the Grand Rapids Fire Department and will greatly be missed. John Linder was promoted to Bryan's position as 1st Assistant Chief, Shawn Graeber was promoted to 2nd Assistant Chief and Jeff Ingle promoted to Captain. With open roster spots due to retirements, we hired Sam Karkela off our eligibility list. The department just accepted the resignation of Tony Clifton, which puts our membership at 28. A full roster is 30 with the potential of two additional trainees. We are currently advertising for fire fighters and hope to fill our eligible roster spots early this spring.

The department had several projects that come to fruition in 2019, most notably with the purchase and build of our new fire engine 115. This truck is currently being built at the Rosenbauer plant in Wyoming, MN. The truck committee will visit the plant one more time to make sure everything is in order prior to the anticipated delivery in mid to late September.

Our fire hall had several major repairs and upgrades completed last year. Some of the more noticeable changes made were to the exterior such as the new red garage doors, service doors, roof system, and red trim of the fire hall. Inside the hall, the floor drain and concrete floor was repaired as well as a fresh coat of paint throughout the truck bays bringing new life to the facility.

The following items are just some of the significant undertakings of the Grand Rapids Fire Department in 2019 and are described in more detail within each officer's report:

- 2,000+ man-hours of firefighter training accrued.
- Utilized State of MN Grant and MBFTE grant dollars to offset training costs and conferences.
- Over 700 children provided with tours of the fire hall for Pub. Ed.
- Purchase of 6 new Seek Thermal Cameras
- Conducted live burn trainings with houses donated to the GRFD.
- 1st Asst Chief Bryan Zuehlke retires early January 2019

- Truck Committee working on replacement of 115.
- New hire of Sam Karkela.
- Haz-Mat responded to 3 out of jurisdiction Haz-Mat calls.
- Worked with City Staff to make upgrades to fire hall roof, garage doors, man doors, trench drain and grate, and outside concrete work in conjunction with City Hall security upgrades.

The members of the Grand Rapids Fire Department would like to thank the community and City Council for their support as well as our families who also sacrifice so we can support our community. Our fire department continues to be committed to the safety of our citizens as well as our personnel. Although our squad is relatively young, they are aggressive, competent, well trained and well equipped to take on any challenge thrown at them.

The Grand Rapids Fire Department has a long-standing tradition of being a leader in the fire service in Itasca County as well as Minnesota, and we look forward to meeting the challenges of tomorrow with regard to fire suppression, rescue, and fire prevention and education. We will continue to maintain a high level of expertise and professionalism while working toward our mission of providing the best possible service to the citizens that we serve for the best dollar value.

Please feel free to contact any of the officers of our department if you have any questions or concerns.

Respectfully,

Travis Cole, Fire Chief
Grand Rapids Fire Department



GRAND RAPIDS FIRE DEPARTMENT

1st Assistant Fire Chief

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Address: 420 North Pokegama Avenue
Grand Rapids, Minnesota 55744



The following is the 2019 year-end report submitted by 1st Assistant Chief John R. Linder

As 2019 draws to an end, it is once again, my pleasure to have served the citizens of Grand Rapids Area, and the Grand Rapids Fire Department.

As 1st Assistant Chief, I am responsible for the Fire Department payroll and fire department personnel. I also act as the Fire Chief and assume his role and responsibility in his absence.

I started 2019 learning the payroll system and entering monthly payroll working with the City of Grand Rapids Finance Department staff and City of Grand Rapids GIS Coordinator Mike LeClaire. Both were extremely patient and helpful with working through my rookie year.

Retention and recruitment has been a nationwide issue for the past several years and we are starting to feel those effects in Grand Rapids. We have struggled in the past years with retention of fire fighters and now have felt the effects with the recruitment process. The Grand Rapids Fire Department added 1 fire fighter, Sam Karkela to the Department in 2019. The Grand Rapids Fire Department lost a long standing Chief Officer to Retirement in 2019. Bryan Zuehlke retired after a 23-year career between two departments. Bryan will be greatly missed.

One of the things as 1st Assistant Chief I also focused on is preparedness of our new hires. I established a binder that is given to the new hire. Within the binder, we detailed some history of the Grand Rapids Fire Department. What to expect in your first year as a training fire fighter. Important policy, protocols and procedures of the Grand Rapids Fire Department. There is also a sheet to check off when certain milestones and tasks are completed.

The last thing I focused on is bringing the family back into the Grand Rapids Fire Department. Our Fire Relief Association sends out Birthday Cards to all family members of the Department.

It has been a great pleasure working with the Officers of the Grand Rapids Fire Department.

John R. Linder

1st Assistant Fire Chief
Grand Rapids Fire Department



GRAND RAPIDS FIRE DEPARTMENT

2nd Assistant Fire Chief

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Grand Rapids, Minnesota 55744



The following is the 2019 year-end report submitted by: 2nd Assistant Chief Shawn E Graeber

I want to thank our fire department membership. The hard work that the membership puts forward to keep our apparatus, equipment and hall clean and in order after calls and during their monthly checks is top notch. The membership is good about alerting myself or Rob immediately of any issues that arise after calls or during our monthly checks.

I would like to thank Rob Rima. Rob's work around the hall, his consistence pride and ownership of our fire department has saved our department a lot of money. Rob has the skills, tools and ambition to tackle a problem. After a little research, reaching out to his contacts in the field, he has fixed issues in house.

2019 brought in many changes to the grounds and building of the Grand Rapids Fire Hall. Here are some of the many improvements that took place outside and inside our building.

- **Fire Hall Roof Replacement**
- **New Overhead Garage Doors**
- **New Service Doors on Meeting Room and Fire Hall**
- **New Concrete Work Outside on the South Side of the Fire Hall**
- **Replaced Drain Inside the Fire Hall**
- **Painted the Walls and Ceilings in the Fire Hall Bays**
- **Meeting Room and Fire Hall, Floors Were Refinished and Epoxy**

I would like to thank Nate Morlan for all of his help with the ongoing projects at the Fire Hall also. We sure do appreciate it his hard work and making sure things run smoothly and stay on schedule.

We also had some truck apparatus changes in 2019.

Truck 117 the grass rig, was sold at the DNR Auction for \$6,000 dollars this past fall.

The truck was replaced with a new 2019 Dodge Ram one ton extended cab and has become the new 117 in our fleet.

We have also been working on the replacement of engine 115 that is due to be replaced. The truck committee has been working on the project now for almost two years; we went with the bid from Rosenbauer. This new truck from Rosenbauer will replace the old 115 and become the new 115 in our fleet. The new truck is slated to be delivered middle to late September of 2020.

With the replacement and purchases of new trucks comes along with tools and equipment. We were fortunate to purchase new cordless rescue tools, this will help with our strategy, tactics, when out at the scene when we need to use them. They are lighter and faster to deploy and put to use right away.

I would also like to thank Grand Rapids Public Works for their continue help with the truck maintenance, help with setting up barricades for our events and just plain helping us when we call upon them. We sure do appreciate it!

Lastly, I would like to thank the membership of the Grand Rapids Fire Department, for all their hard work and dedication. This makes our jobs as officers easier when we have such a dedicated membership!

Thanks for a great and busy 2019 and I am looking forward to 2020.

Shawn E Graeber

2nd Assistant Fire Chief
Grand Rapids Fire Department



GRAND RAPIDS FIRE DEPARTMENT

Captain/Training Officer

Phone: 218.326.7639

FAX: 218.326.7655

E-mail: grfire@grandrapidsmn.org

Address: 420 North Pokegama Avenue
Grand Rapids, Minnesota 55744



2019 Year End Report

Bruce Baird/Jeff Ingle
Captain/Training Officer
Grand Rapids Fire Department

In looking back at this past year, I would say from the Fire Captains point of view, 2019 was the year of figuring out just who we have inside our doors. We are a very young department, but we are finding out that everyone inside our doors is capable of getting the job done efficiently and safely.

With the retirements and resignations from the fire department, we began 2019 looking for the next crew of firefighters with testing, physical agility test, and interviews. From that group of applicants, 3 were put on the eligibility list, but from that group of 3, only Sam Karkela accepted the position of firefighter.

2019 was a tough year for receiving houses to burn for hands-on training burns. This year we were able to acquire one structure to burn. The fire department was able to use the structure for several drills prior to burning to perform search and rescue situations. Donated houses to the fire department are hard to come by these days but when we can obtain one, it gives our membership the best training available as we can train in realistic conditions. We were able to conduct a mutual aid training burn with Cohasset, and Trout Lake Fire. We were also fortunate to be invited to house burns from neighboring departments. This allows us extra training in working together on a fire ground with multiple agencies in our area. Because of these valuable trainings, it helped our fire department battle over 16 structure fires throughout the year that were in our jurisdiction or on mutual aid calls with other departments.

Looking back in the documentation from 2019, the members of the Grand Rapids Fire Department completed over 2000 hours of in house trainings. Outside trainers that the Grand Rapids Fire Department hosted in 2019 included, pipeline safety training, ARFF training from ARFF specialists, driver apparatus training at the fairgrounds, Pump Simulator with Chris Noeldner from 1st Line Apparatus, Auto Extrication drills, along with numerous Hazmat drills throughout the year and in house trainings put on by our own officers or members qualified to do so. We also sent a number of firefighters to "Fire Schools" and officers to "officer School" over the past year. The GRFD was able to provide a lot of the training due to the surplus in MBFTE monies available to help fund these trainings. The GRFD was awarded \$6150 to put toward trainings and instructors through this program which does not come out of our budget. In addition to that, were also able to submit an additional \$3964, bringing the total MBFTE reimbursement to \$10,114. All trainings were well received by the Grand Rapids Fire Department membership.

Part of our positions as captains is to also help organize and take the lead with our Public Education and Outreach. The fire department was involved with several events throughout the year promoting fire safety,

prevention, and education. Such events included the Children's First, National Night Out, Lunch Buddies, Project Read, Shop with a Hero and many more public events. Then comes October which is Fire Prevention month. This is the busiest time for public education as we went to several schools as well as hosted several schools at our fire hall to educate kids in fire safety. The Fire Department also hosted our Annual Open House during Fire Prevention Week at our fire hall which consists of educational material, fire truck rides, food, fire hall tours, Sparky and many more activities for the kids to see. We had approximately 500-600 kids come through our fire hall during this event.

The past 12 months as the Captains/Training Officers have flown by. We have truly enjoyed working with each member of the Grand Rapids Fire Department and we are looking forward to providing the best training for our department.

We are currently a young department, but train to the highest standards possible to bring a top-notch quality service to our community and fire area. It has been an honor to serve the citizens of our community and fire district.

Sincerely,

Bruce Baird and Jeff Ingle

Fire Captains/Training Officers
Grand Rapids Fire Department



**GRAND RAPIDS FIRE
DEPARTMENT**

Safety Officer

Phone: 218.326.7639

Cell: 218-244-6952

E-mail: jlinder@ci.grand-rapids.mn.us

Address: 420 North Pokegama Avenue
Grand Rapids, Minnesota 55744



Safety Officer Annual Report

The GRFD had another good year for safety. Although our call volume was down again from the previous years, the risks and dangerous situations are still around. With a higher call volume than in the past several years our department has strived at looking out for each other on every emergency scene and training.

We had a couple of minor injuries this past year. The most serious was a fall one of our firefighters took while stepping out of a truck after arriving on the scene of a structure fire. He was brought to Grand Itasca Clinic and Hospital ER with a complaint of neck pain. This wound up being a muscle sprain to the neck area.

Last year we have still been keeping an eye on all the new research coming out about the cancer rates in firefighters and ways we help reduce this risk to our members. With the ongoing research from several colleges and universities on this subject there is sure to be more changes to come. With that we will keep looking for new ideas on what we can do to reduce this risk going forward into the new year. This coming year I also would like to put more of my focus on slips trips and falls as this seems to be an area in which we could use improvement to reduce the chance of injuries.

In all the GRFD takes great pride in the work it does and keeping its members safe while doing it. With a recent turnover of members and officers, it's a challenge to accomplish what we are as a department. Everyone keep your eyes and ears open and strive for zero injuries in 2020.

Respectfully,

Andy Horton
Safety Officer



**GRAND RAPIDS FIRE
DEPARTMENT**

Haz-mat Officer

Phone: 218.326.7639

Cell: 218-244-6952

E-mail: jlinder@ci.grand-rapids.mn.us

Address: 420 North Pokegama Avenue
Grand Rapids, Minnesota 55744



2019 Year-end report for the Arrowhead Chemical Assessment Team

In 2019, The Arrowhead CAT Team was dispatched to no out of jurisdiction hazardous materials calls by the State, and no calls within the local jurisdiction. The team's focus trainings and development strong connections to neighboring fire departments continued to build in this year of our five-year contract with the State of Minnesota.

Utilizing a grant available through the State of Minnesota, we were able to send individuals to fantastic trainings at Minnesota based Cold Zone Conference. Leveraging this grant, we were also able to bring confined space training to our location.

I am very proud of the way that our team was able to respond to state calls and perform at a high level. I look forward to positive improvements to equipment that will be arriving in 2019.

TRAINING FOR THE YEAR 2019:

January - 28 Members were present for the annual physicals.

February - 2 members completed annual physical.

April - 7 members started HazMat 472/Technician Training.

May - 7 members continued HazMat 472/Technician Training. 1 member attended the TAC Meeting. 3 members attended Cold Zone Conference in Minnesota.

June - 3 members hosted a training with Deer River Fire Department.

July - In house Hazardous Material Awareness training was provided to the Grand Rapids Police Department.

September - 29 members participated in confined space training from First Strike.

October - 1 member attended TAC Meeting

Sincerely,

Tony Clifton
Hazardous Materials Office

Fire Truck and Rescue Equipment replacement Schedule

<u>Unit #</u>	<u>Function</u>	<u>Year</u>	<u>Projected yrs of service</u>	<u>Year to Replace</u>
111	Class A/ Tanker	2004	20	2024
113	Wildland	2002	20	2022
114	Class A Engine	2013	30	2043
115	Class A Engine	1986	20	2020
116	Class A Engine	1997	20	2017
117	Utility Truck	2019	20	2029
118	Chief's squad	2015	10	2025
119	Ladder	2009	30	2039
Rescue 2		1997		
Engine 1		1923		
Mobile air trailer		2005		
River Defense Trailer				

State Owned Equipment:

Haz-Mat Truck & Trailer	2004	20	2024
-------------------------	------	----	------

The GRFD fleet and equipment is essential to our department and the city. This chart shows the fleet of vehicles and equipment the fire department has as well as the age and projected life span for each piece of equipment.

We are currently looking to replace engine 115, which is currently 33 yrs. old. This truck was designed to be a 20 yr. truck, but with good maintenance and shifting the truck to the south hall has allowed us to push this truck to 30+ years. A truck committee was formed and a new 115 is currently in the construction build process with an expected delivery in mid to late September 2020

We made a purchase of a new utility truck to replace old 117. This truck is used to haul our mobile air trailer as well as haul gear, equipment, and personnel to and from calls, mutual aids, and trainings.

Engine 1

//// FIRE LINE - DO NOT CROSS \\\生 FIRE LINE - DO NOT CROSS \\\生 FIRE LINE - DO NOT CROSS \\\生

- 1923 Graham Brothers (Dodge)
- 300 GPM pump
- Purchase Price: \$4,751

•Engine 1



Apparatus..

//// FIRE LINE - DO NOT CROSS \\\生 FIRE LINE - DO NOT CROSS \\\生 FIRE LINE - DO NOT CROSS \\\生

- 2002 Ford
- Responds to Rural Area
- 300 Gallon Tank
- 300 G.P.M. Pump
- Purchase Price: \$130,000

•Mini Pumper 113



Apparatus...

//// FIRE LINE - DO NOT CROSS \\\生 FIRE LINE - DO NOT CROSS \\\生 FIRE LINE - DO NOT CROSS \\\生

- 2004 Pierce
- 3000 Gallon Tank
- 1000 G.P.M. Pump
- Purchase Price: \$249,565.00

•Pumper/Tanker 111



Apparatus...

//// FIRE LINE - DO NOT CROSS \\\生 FIRE LINE - DO NOT CROSS \\\生 FIRE LINE - DO NOT CROSS \\\生

- 2013 KME
- 6 Crew Cab
- 1000 Gallon Tank
- 1500 G.P.M. Pump
- Class A Pumper
- Includes: extrication equipment and other support equipment.
- Purchase Price: \$600,000

•Rescue 114

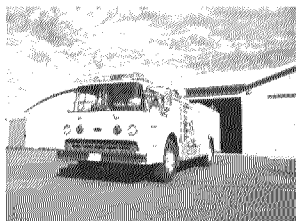


Apparatus...

//// FIRE LINE - DO NOT CROSS \\\生 FIRE LINE - DO NOT CROSS \\\生 FIRE LINE - DO NOT CROSS \\\生

- 1986 Ford
- 3 Crew Cab
- 1,000 Gallon Tank
- 1,000 G.P.M. Pump
- 1st Line Pumper
- Purchase Price: \$140,000

•Pumper 115



Apparatus...

//// FIRE LINE - DO NOT CROSS \\\生 FIRE LINE - DO NOT CROSS \\\生 FIRE LINE - DO NOT CROSS \\\生

- 1997 Pierce
- 5 Crew Cab
- 1,000 Gallon Tank
- 1,500 G.P.M. Pump
- 1st Line Pumper
- Purchase Price: \$350,000

•Pumper 116



Apparatus...

//// FIRE LINE - DO NOT CROSS // FIRE LINE - DO NOT CROSS // FIRE LINE - DO NOT CROSS //

- 2019 Dodge Pickup
- Manpower and Air-trailer Hauler.
- Purchase Price: \$36,000

•Unit117



Apparatus...

//// FIRE LINE - DO NOT CROSS // FIRE LINE - DO NOT CROSS // FIRE LINE - DO NOT CROSS //

- 2003 Dodge Durango
- 1st Response Unit
- Purchase Price: \$26,000

•Chief Squad 118



Apparatus...

//// FIRE LINE - DO NOT CROSS // FIRE LINE - DO NOT CROSS // FIRE LINE - DO NOT CROSS //

- 2009 Pierce
- 2,000 G.P.M. Pump
- 101 ft. Mid-mount Platform Ladder
- Purchase Price: \$998,000.00

•Ariel Ladder 119

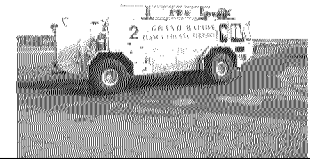


Apparatus...

//// FIRE LINE - DO NOT CROSS // FIRE LINE - DO NOT CROSS // FIRE LINE - DO NOT CROSS //

- Airport Crash Rescue Truck
- 1,000 G.P.M.
- Foam Rating
- Dry Chemical
- City / County Owned
- Purchase Price: \$300,000

•Crash/Rescue 2



Apparatus...

//// FIRE LINE - DO NOT CROSS // FIRE LINE - DO NOT CROSS // FIRE LINE - DO NOT CROSS //

- 1996 Chevy Suburban
- State Owned
- Responds to Hazardous Material Incidents.
- Purchase Price: \$36,000

•Haz-Mat 2



Apparatus...

//// FIRE LINE - DO NOT CROSS // FIRE LINE - DO NOT CROSS // FIRE LINE - DO NOT CROSS //

- 2004 Truck and Trailer
- State Owned
- Responds to Hazardous Material Incidents.
- Purchase Price: \$240,000

•Haz-Mat 1



Apparatus...

/// FIRE LINE - DO NOT CROSS /// FIRE LINE - DO NOT CROSS /// FIRE LINE - DO NOT CROSS ///

- 2005 Custom Design Trailer

- Funded by the ICSO, ICFA, GRFD, GRCAT

- Responds to Hazardous Material Incidents, Mutual-Aid Calls, & Dive team Call out.

- Purchase Price: \$50,000

- Regional Air Trailer



Fire Halls...

/// FIRE LINE - DO NOT CROSS /// FIRE LINE - DO NOT CROSS /// FIRE LINE - DO NOT CROSS ///

- North

- Main Station located on 5th Street NE

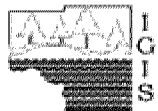
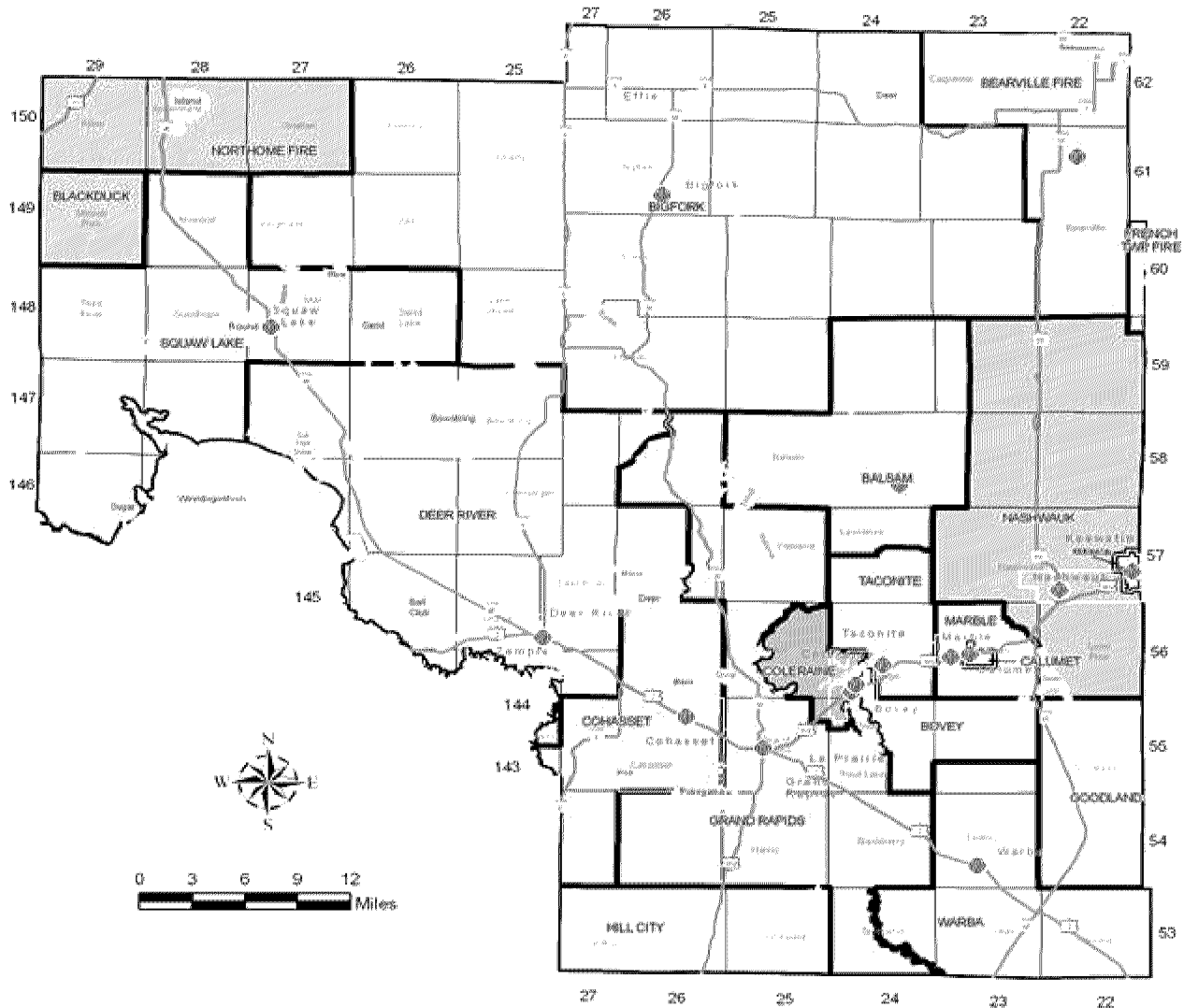


- South

- Located at the Airport Maintenance Building



Itasca County Fire Department Coverage Areas



This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.

Source: Geographic Information System
'Location support through automation'

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Legend	
	Major Highway
	Major Lake
	Municipal Boundary
	Political Township
	Fire Station

Printed on: November 22, 2005
Fire_districts8x11.mxd

<u>Members</u>	<u>Position</u>	<u>Employed</u>	<u>Yrs. of Service</u>
Rima, Robert	Firefighter, Maintenance	8/11/1987	32 years 5 months 9 days
Kortekaas, Adam	Firefighter	7/10/2001	18 years 6 months 10 days
Kuschel, Robert	Firefighter	7/10/2001	18 years 6 months 10 days
Graeber, Shawn	2 nd Asst Chief	1/15/2002	18 years 0 months 5 days
*Ingle, Jeff	Captain	8/15/2009	10 years 5 months 5 days
Linder, John	1 st Asst Chief	1/13/2004	16 years 0 months 7 days
Gibeau, James	Firefighter	7/12/2005	14 years 6 months 8 days
Horton, Andrew	Safety Officer	10/25/2005	14 years 2 months 26 days
Keech, Chad	Firefighter	5/1/2007	12 years 8 months 19 days
Cole, Travis	Fire Chief	8/12/2008	11 years 5 months 8 days
Baird, Bruce	Captain	8/12/2008	11 years 5 months 8 days
Foss, Thomas	HazMat Asst.	11/15/2010	9 years 2 months 5 days
Greiner, Mark	Firefighter	1/1/2011	9 years 0 months 19 days
Adler, Josh	Firefighter	1/1/2011	9 years 0 months 19 days
Gaalaas, Karl	Firefighter	5/15/2012	7 years 8 months 5 days
Clifton, Tony	HazMat Officer	1/15/2013	7 years 0 months 5 days
Troumbly, Chad	Firefighter	1/29/2013	6 years 11 months 22 days
Barsness, Jake	Firefighter, Maintenance	7/28/2014	5 years 5 months 23 days
Kuschel, Lance	Firefighter	3/3/2015	4 years 10 months 17 days
Thayer, Bill	Firefighter	11/10/2015	4 years 2 months 10 days
Smith, Heath	Firefighter	8/1/2016	3 years 5 months 19 days
Cook, Jeff	Firefighter	4/11/2017	2 years 9 months 9 days
Martinson, Sean	Firefighter	6/13/2017	2 years 7 months 7 days
Moran, Ashley	Firefighter	6/13/2017	2 years 7 months 7 days
Grigsby, Connor	Firefighter	8/29/2017	2 years 4 months 22 days
Gambill, Jeremy	Firefighter	4/9/2018	1 years 9 months 11 days
Martinetto, Paul	Firefighter	4/9/2018	1 years 9 months 11 days
Hauke, Cody	Firefighter	5/27/2018	1 years 7 months 24 days
Karkala, Sam	Firefighter	5/27/2019	0 years 7 months 24 days

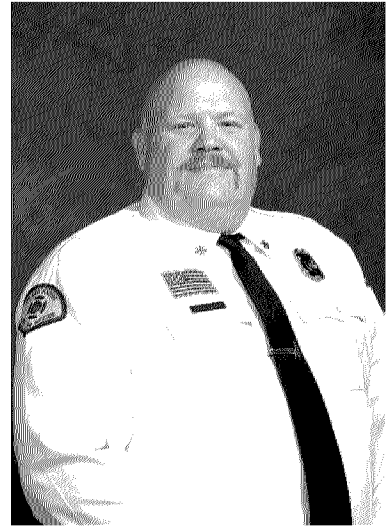
Chief Officers



Travis Cole-Chief



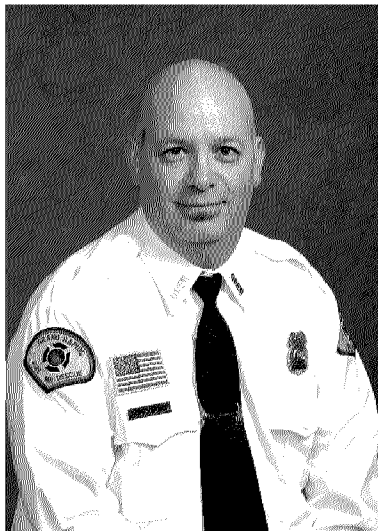
Bryan Zuehlke-(Ret. 2019)



John Linder-1st Asst. Chief



Shawn Graeber-2nd Asst. Chief



Bruce Baird-Captain



Jeff Ingle-Captain



Andy Horton-Safety Officer



Tony Clifton - HAZMAT

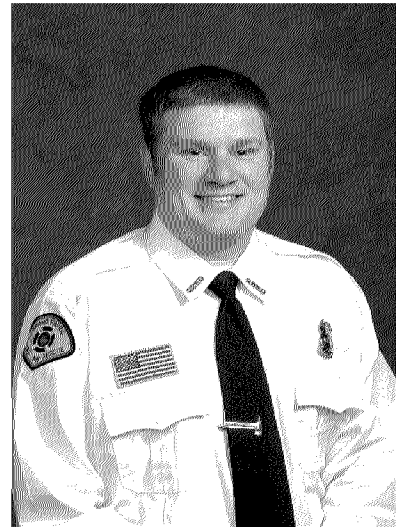
Fire Fighters



Josh Adler



Jake Barsness



Jeff Cook



Tom Foss



Karl Gaalaas



Jim Gibeau



Mark Greiner



Connor Grigsby



Chad Keach



Adam Kortekaas



Bob Kuschel



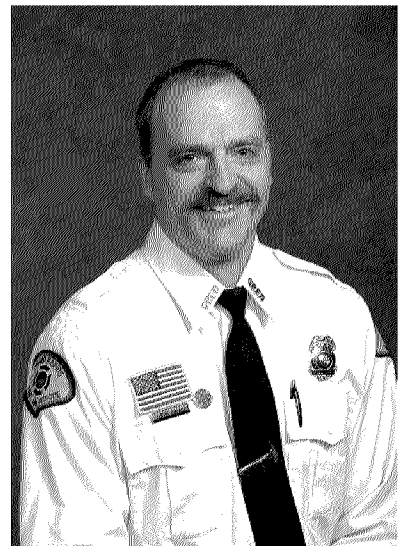
Lance Kuschel



Sean Martinson



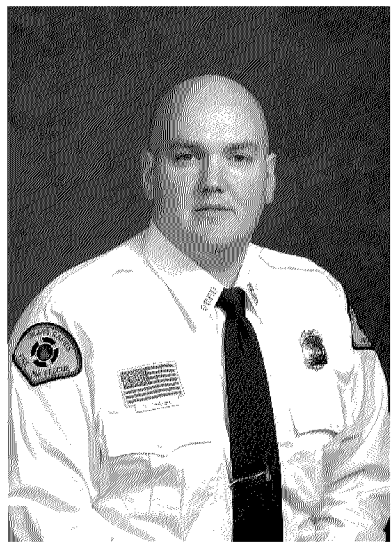
Ashley Moran



Rob Rima



Health Smith



Bill Thayer



Chad Troumbly

No Photo Available

Cody Hauke
Jeremy Gambill
Paul Martinetto
Sam Karkela

**CITY OF GRAND RAPIDS
GRAND RAPIDS FIRE DEPARTMENT**

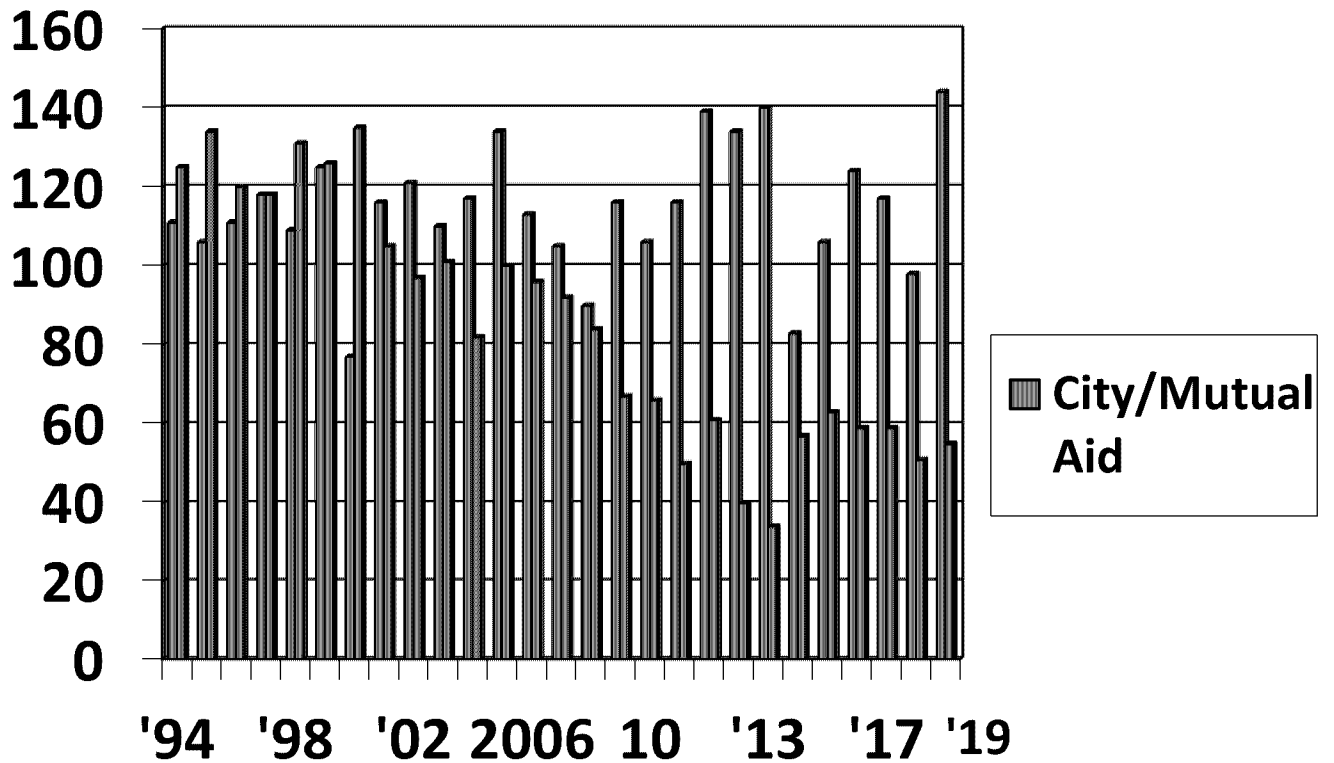
**COMPARISON OF CITY TO TOWNSHIP CALLS FOR THE LAST
20 YEARS**

<u>YEAR</u>	<u>CITY/MUTUAL</u>	<u>TOWNSHIPS</u>	<u>TOTAL</u>
2000	77	135	212
2001	116	105	221
2002	121	97	218
2003	110	101	211
2004	117	82	199
2005	134	100	234
2006	113	96	209
2007	105	92	197
2008	90	84	174
2009	116	67	183
2010	106	66	172
2011	116	50	166
2012	139	61	200
2013	140	34	174
2014	83	57	140
2015	106	63	169
2016	124	59	183
2017	117	59	176
2018	98	51	149
2019	144	55	199

20 YEAR COMPARISON OF CITY TO TOWNSHIP FIRE CALLS

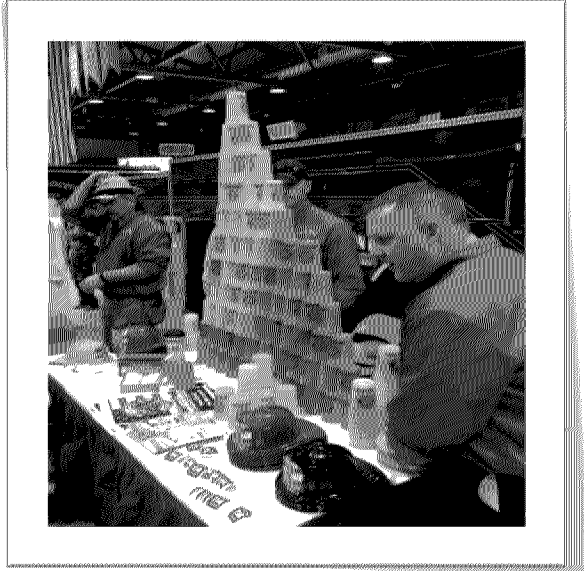


25-Year Comparison of City to Township Fire Calls



Community Events

- **Children's 1st Fair**



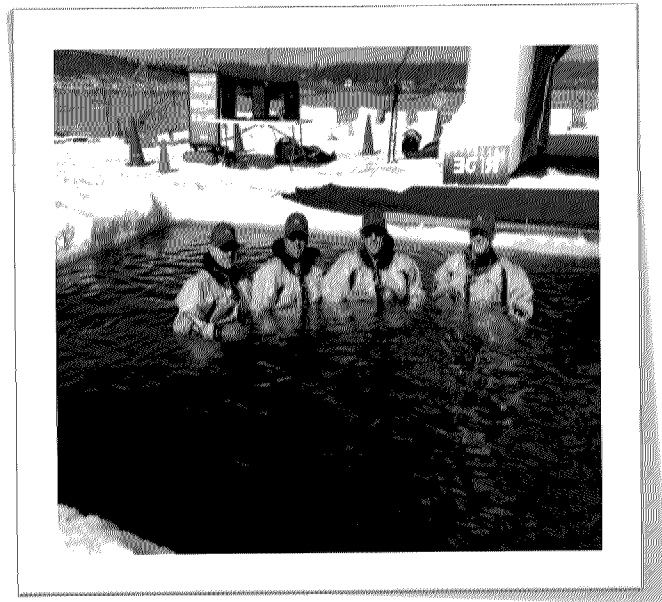
- **National Night Out**



- **Fill the Boot**



- **Polar Plunge**

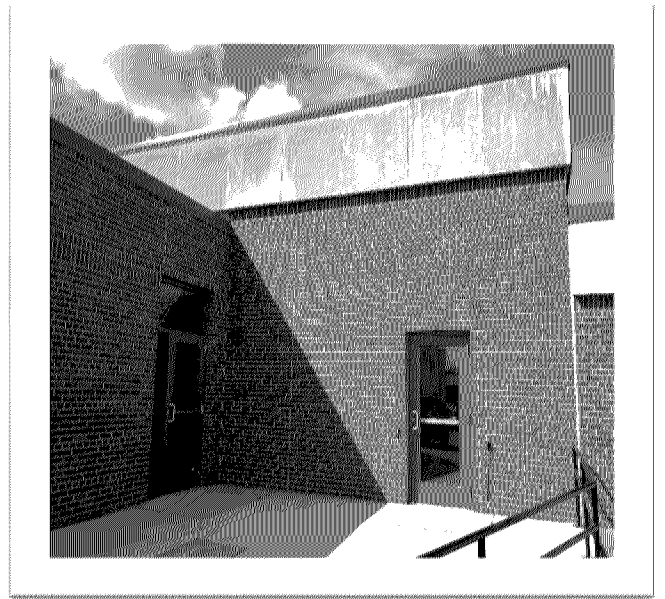


Fire Hall Changes

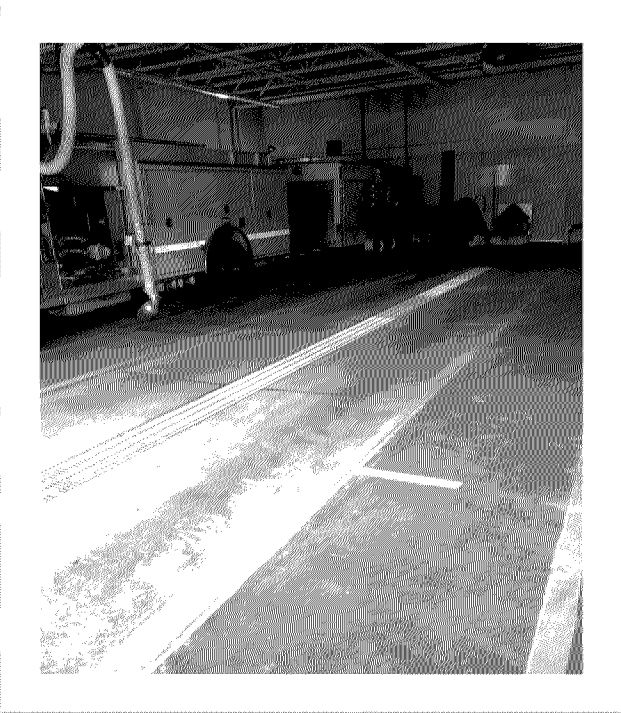
- **New Garage Doors**



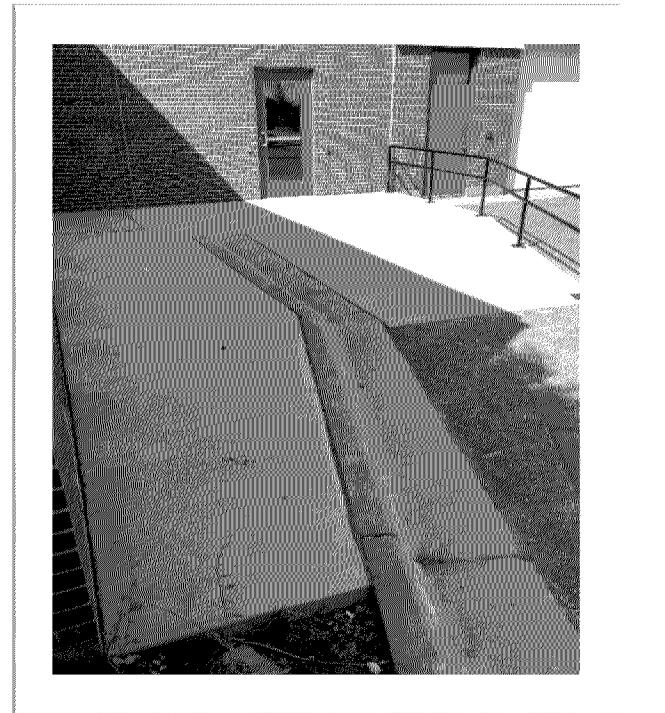
- **New Service Doors**



- **New Floor Drain**



- **New ADA Back Entrance**



- **New Roof and Trim**





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0882 **Version:** 1 **Name:** Consider appointment to Police Community Advisory Board.
Type: Agenda Item **Status:** Administration Department
File created: 1/9/2020 **In control:** City Council
On agenda: 1/27/2020 **Final action:**
Title: Consider appointment to Police Community Advisory Board.
Sponsors:
Indexes:
Code sections:
Attachments:

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

Consider appointment to Police Community Advisory Board.

Background Information:

There is a vacancy on the Police Community Advisory Board that requires residency in the City of Grand Rapids. The City Council has reviewed the applications and is recommending the appointment of Liz Branum to the Board.

Staff Recommendation:

Appoint member to Police Community Advisory Board effective immediately.

Requested City Council Action

Make a motion to appoint Liz Branum to the Police Community Advisory Board effective immediately with the term to expire December 31, 2022.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0894 **Version:** 1 **Name:** ZEF Electric charging agreement
Type: Agenda Item **Status:** Consent Agenda
File created: 1/14/2020 **In control:** City Council
On agenda: 1/27/2020 **Final action:**
Title: Consider entering into an agreement with ZEF Energy Inc. to provide an electric vehicle charging hub
Sponsors:
Indexes:
Code sections:
Attachments: [ZEF Energy MN Site Host Agreement v4.1 execution copy](#)
[Site location map](#)
[20180802_GrandRapidsPublicUtilitiesCommission_LetterOfSupport](#)

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

Consider entering into an agreement with ZEF Energy Inc. to provide an electric vehicle charging hub

Background Information:

In September 2015, the EPA issued a note of violation of the Clean Air Act to Volkswagen. Volkswagen admitted to wrongdoing and signed a settlement that included a fine of \$2.8 billion dollars, this settlement included a requirement that a certain percentage of the fine go to a federal program for electric vehicles. This was called "Electrify America" and a certain amount was given to each state. In early 2018, the State of MN issued a RFP for developers interested in installing chargers along specified corridors across the State. ZEF Energy submitted on the project and was awarded the bid late last year. One of the corridors calls for an installation in Grand Rapids. Engineering and Public Utilities staff have been working with ZEF to establish a location for the charging station. It has been determined that the best location is the City owned lot at the SE corner of Highway 169 (Pokegama Ave) and Highway 2 (4th Street NE). The electric vehicle charge station will be installed and operated by ZEF Energy Inc.

Staff Recommendation:

Staff recommends entering into an agreement with ZEF Energy Inc. to provide an electric vehicle charging hub

Requested City Council Action

Make a motion approving an agreement with ZEF Energy Inc. to provide an electric vehicle charging hub

SITE HOST AGREEMENT

THIS AGREEMENT (“Agreement”) is made this ____ day of December 2019 by and between CITY OF Grand Rapids, MN (hereinafter “SITE HOST”), and ZEF ENERGY Inc, a Minnesota Corporation (hereinafter “ZEF Energy”) (each a “Party,” together the “Parties”):

RECITALS

WHEREAS, SITE HOST is a Minnesota municipal corporation with offices located at 420 N Pokegama Ave, Grand Rapids, MN 55744 in the United States of America; and

WHEREAS, ZEF Energy desires to install and operate one (1) Electric Vehicle Charging Hub to provide fee-based charging opportunities for SITE HOST visitors and customers; and

WHEREAS, SITE HOST desires to provide access to parking facilities and allow for access to electrical service through the nominated property to ZEF Energy for the aforementioned purposes pursuant to the terms and conditions contained herein.

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, receipt of which is hereby acknowledged by each party, the parties, intending to be legally bound, hereby agree as follows:

AGREEMENT

1. Term and Termination.

- a) Term. This Agreement shall commence on the date first written above (the “Effective Date”), and shall remain in effect for ten (10) years thereafter (the “Term”).
- b) Termination for Cause. Either party may immediately terminate this Agreement at any time for Cause by giving written notice of termination to the other. For purposes of this Section 1(b), “Cause” shall mean: (i) either party misappropriates the other’s funds, property, trade secrets, confidential information or otherwise defrauds the other; (ii) either party materially breaches any provision of this Agreement.
- c) Termination by ZEF Energy. ZEF Energy may, in its sole discretion, remove the Electric Vehicle Charging Hub from the Intended Location and may terminate this Agreement with the SITE HOST if (1) ZEF Energy has made no Profit under this Agreement in the preceding calendar year, or (2) ZEF Energy reasonably deems the Profit generated hereunder to be insufficient to warrant the additional expense of maintaining the Electric Vehicle Charging Hub for the remainder of the Term. Notwithstanding the foregoing, ZEF Energy shall not exercise this right within the first five (5) years of the Term and will provide the SITE HOST an option for purchase of equipment at fair market value.
- d) Termination by Agreement. The Parties may terminate this Agreement at any time by mutual written consent.
- e) If this Agreement is terminated per the terms in the foregoing paragraphs 1(a), 1(b), or 1(c), ZEF Energy shall, at its sole expense, remove the Charging Hub’s equipment, limited to: the chargers, the mini-sub, and the bollards (bollard removal shall be at the option of the SITE HOST) within 60 calendar days.

2. **Definitions.** For purposes of this Agreement, the following terms shall be ascribed the following meanings:
 - a) "Closed Sale(s)" means the fee a User of the Electric Vehicle Charging Hub pays ZEF Energy for use of the Electric Vehicle Charging Hub for a given session.
 - b) "Electrical Costs" means ZEF Energy's actual costs to provide electricity, inclusive of tariffs brought to qualify the provision of electricity as sourced from renewable energy sources, for the Electric Vehicle Charging Hub located at/on the Intended Location.
 - c) "Electric Vehicle Charging Hub" means the electrical equipment and civil infrastructure ZEF Energy provides, or otherwise causes the provision of, for SITE HOST and Users to charge electric vehicles or other equipment compatible with that charging infrastructure inherent to the Electric Vehicle Charging Hub.
 - d) "Intended Location" means at the municipally-owned lot on the SE corner of N Pokegama Ave and U.S. Route 2 in Grand Rapids, Minnesota as further represented in Appendix A.
 - e) "Maintenance Costs" means ZEF Energy's actual costs to maintain the Electric Vehicle Charging Hub in working order and good repair.
 - f) "User(s)" means the visitors to the Intended Location who use the Electric Vehicle Charging Hub for a fee.

3. **Duties of SITE HOST.** For the Term of this Agreement and any extensions hereto, SITE HOST shall:
 - a) Allow the Electric Vehicle Charging Hub to remain at/on the Intended Location;
 - b) Provide three (3) contiguous parking spaces, inclusive of an ADA van-accessible space and accompanying access lane directly adjacent to the Electric Vehicle Charging Station Hub for the exclusive use of electric vehicles as depicted in Appendix A.
 - c) Provide the Electric Vehicle Charging Hub with access to electricity through the property;
 - d) Ensure snow clearance on a daily basis to allow access to Electric Vehicle Charging Hub;
 - e) Otherwise ensure freedom of access to the Electric Vehicle Charging Hub by electric vehicles capable of using said equipment on a 24/7/365 basis; and
 - f) Perform any other activities reasonably necessary to effectuate the intent of this Agreement.

4. **Duties of ZEF Energy.** For the Term of this Agreement and any extensions hereto, ZEF Energy shall:
 - a) Provide an Electric Vehicle Charging Hub and associated electrical and civil infrastructure to be placed at/on the Intended Location;
 - b) Maintain the Electric Vehicle Charging Hub in working order and good repair;
 - c) Have the exclusive authority to determine the means and methods by which Electric Vehicle Charging Hub sales are generated;
 - d) Track the charging sessions at the Electric Vehicle Charging Hub so that both Parties can accurately track the number of transactions and therefore track usage and trends of charging sessions resulting from this Agreement;

5. **Representations and Warranties.** Each Party to this Agreement represents and warrants as follows:
 - a) It is free to enter into this Agreement and doing so will not infringe upon the rights of any third parties.
 - b) The person whose signature appears on this document has the authority to enter into the Agreement on behalf of the Party bound hereby.

- c) It has done sufficient due diligence regarding its ability to perform as required under this Agreement and is ready and able to do so.
6. **Expenses.**
- a) Yearly Statement. On or before January 31 of a given calendar year, ZEF Energy shall provide a summary report to SITE HOST outlining all the Electric Vehicle Charging Hub sessions from the previous calendar year to the SITE HOST.
- b) Expenses. Each Party is solely and exclusively responsible for the payment of all expenses incurred in fulfilling its obligations under this Agreement.
7. **Non-Disclosure of Confidential Information.** SITE HOST agrees to treat all information submitted by ZEF Energy to SITE HOST in compliance with the Minnesota Government Data Practices Act. In the event that ZEF Energy identifies any information as a “trade secret,” as defined in the Uniform Trade Secrets Act (“UTSA”), SITE HOST shall, within its legal authority and ability, preserve the secrecy of such trade secrets. Minnesota Statutes, section 13.37, subdivision 2 allows government to classify trade secret data as not public trade information.
8. **Indemnification.** Each Party agrees to indemnify and hold harmless the other party, including its officers, directors, employees, agents, successors, and assigns against all losses, damages, or expenses of whatever form or nature, including attorneys’ fees and other costs of legal defense, that they, or any of them, sustains or incurs as a result of any act, error, or omission of the indemnifying party, including its officers, directors, employees, agents, successors, and assigns, but only to the extent that such loss results directly from the indemnifying party’s breach of obligations under this Agreement. This Section 8 shall survive expiration or termination of this Agreement.
9. **Limitation of Liability.** NEITHER PARTY SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO THE OTHER PARTY FOR ANY CONSEQUENTIAL, INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. Any monetary limit of liability shall be deemed equal to that amount of revenue generated by the Electric Vehicle Charging Hub in the preceding 12 months. This Section 9 shall survive expiration or termination of this Agreement.
10. **Amendment.** The Parties may amend this Agreement only by mutual written consent.
11. **Assignability.** The rights and obligations shall inure to the benefit of and be binding upon the successors and assigns of SITE HOST or ZEF Energy. ZEF Energy shall have the right to assign this Agreement, said assignment to be effective immediately upon written notice to SITE HOST.
12. **Severability.** If any provision of this Agreement is deemed to be invalid or unenforceable, the remaining provisions of this Agreement shall be valid and binding and of like effect as though such provision were not included.

13. **Entire Agreement.** This Agreement represents the full and complete understanding of the Parties hereto with respect to the subject matter hereof. Any previous or contemporaneous understandings between them have been merged into this Agreement.

14. **Notices.** All notices, offers, acceptance and any other acts under this Agreement (except payment) shall be in writing, and shall be sufficiently given if delivered to the addressees in person, by courier or similar receipted delivery, by facsimile, by email delivery or, if mailed, postage prepaid, by certified mail, return receipt requested as follows:

To SITE HOST:

Address: 420 N Pokegama Ave, Grand Rapids, MN 55744

Email: mwegwerth@ci.grand-rapids.mn.us

Phone #: 218.326.7625

To ZEF Energy Inc:

Address: Unit 18, 5325 W. 74th St. Edina, MN 55439

Email: support@zefenergy.com

Phone #: 612.404.0956

Or to such other address/email/phone # as either of them, by notice to the other may designate from time to time. The transmission confirmation receipt from the sender's facsimile machine shall be evidence of successful facsimile delivery.

15. **Governing Law and Venue.** This Agreement shall be governed or interpreted according to the internal laws of the State of Minnesota without regard to choice of law considerations. Venue for the resolution of any disputes arising hereunder shall be in a District Court of the State of Minnesota.

CITY OF GRAND RAPIDS (SITE HOST)

ZEF ENERGY Inc. (ZEF Energy)

Signed: _____

Signed: _____

By: Dale Adams

By: Matthew Blackler

Title: Mayor

Title: CEO

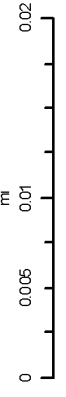
Date: _____

Date: _____



Areas

- Override 1
- Grand Rapids Tax Parcels





PUBLIC UTILITIES COMMISSION

500 SE FOURTH STREET
GRAND RAPIDS, MINNESOTA 55744
TELEPHONE (218) 326-7024
TDD (218) 326-7487 FAX (218) 326-7499

August 2nd, 2018

Matthew Blackler – CEO
ZEF Energy, Inc.
323 W 34th Street
Minneapolis, MN

Dear Mr. Blackler,

We are writing to express our intent to work with ZEF Energy, Inc. (ZEF) to locate Level 3 DC Fast Chargers (DCFC) with co-located Level 2 Electric Vehicle Charger units in our community in response to the Minnesota Pollution Control Agency's (MPCA) request for proposals.

We understand that ZEF is proposing a multi-locale DCFC network to the MPCA in response to this request for proposals. Should ZEF be awarded MPCA funding for the project¹, this letter is our indication that we will work with ZEF to identify a satisfactory site or sites in our community/region. If not extended by mutual agreement, this LOI shall expire on the earlier of: a) Date which ZEF receives notice that it has not received an MPCA award or, b) October 1, 2019.

It is understood that this LOI merely constitutes a statement by Grand Rapids Public Utilities of intentions with respect to the siting of stations, and does not contain all matters necessary to finalize a site host agreement with an identified host. It is also understood that this letter represents good faith intentions of both parties to locate chargers in our community/region but creates no binding obligation on the part of either ZEF or Grand Rapids Public Utilities to do so.

We look forward to working with you and your team,

Best regards,

Jeremy Goodell, Electric Department Manager
Grand Rapids Public Utilities Commission
500 SE 4th St., Grand Rapids, MN 55744
W: 218.326.7182, F: 218.326.7499, jjgoodell@grpuc.org

¹ Minnesota Diesel Replacement Program, VW Settlement: Phase 1 Electric Vehicle Fast Charging Corridors



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0906 **Version:** 1 **Name:** HRA Merger Preparation Approval
Type: Agenda Item **Status:** Consent Agenda
File created: 1/23/2020 **In control:** City Council
On agenda: 1/27/2020 **Final action:**
Title: Consider a resolution authorizing the GR HRA to prepare documents related to the merger and transfer of assets to the Itasca County HRA

Sponsors:

Indexes:

Code sections:

Attachments: [Resolution of City of Grand Rapids - Approving merger process and request to HUD \(1176058-](#)

Date	Ver.	Action By	Action	Result
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Consider a resolution authorizing the GR HRA to prepare documents related to the merger and transfer of assets to the Itasca County HRA

Background Information:

The Itasca County HRA has been managing the Grand Rapids HRA since December of 2018. Through this transition there has been an increase in efficiencies by eliminating duplicated positions, streamlining the application process for tenants with only needing to complete one application at one locations, and creating a "one stop" shop for safe housing needs. As a result, both HRA's recognize there is not a need for two HRA's in the City and that merging to create one larger HRA will place the community in a stronger position to address future housing needs. Especially in light of the recent housing study that indicates the Grand Rapids community will need approximately 400 additional housing units over the next five years.

To move the merger forward, the City Council needs to consider the attached resolution. The resolution authorizes four key activities as follows: 1) It authorizes the GR HRA to prepare a plan for the transfer of ownership and operation of the Projects and all other Grand Rapids HRA Projects and the obligations, assets, liabilities and operations to the Authority; 2) It authorizes the Grand Rapids HRA to prepare a Transfer Agreement and all other necessary documents related to the transfer of ownership and operation of the Projects and all other Grand Rapids HRA Projects and the other obligations, assets, liabilities and operations to the Authority; 3) It authorizes the Grand Rapids HRA to request approval from HUD for the transfer of ownership and operation of the Public Housing Projects to the Authority; and 4) It authorizes the Grand Rapids HRA to prepare a plan to cease transacting business and exercising powers and/or dissolve subsequent to the transfer of ownership and operation of the Projects and all other Grand Rapids HRA obligations, assets, liabilities and operations to the Authority.

It is important to note that this resolution is "preparing" necessary documents. Ultimately, the City will need to do final approval. Staff will also be developing an agreement between Itasca County and the City which will ensure proper city representation on the Itasca County HRA board.

Staff Recommendation:

City staff is recommending a resolution authorizing the GR HRA to prepare documents related to the merger and transfer of assets to the Itasca County HRA.

Requested City Council Action

Make a motion to approve a resolution authorizing the GR HRA to prepare documents related to the merger and transfer of assets to the Itasca County HRA.

Council Member _____ introduced the following resolution, the reading of which was dispensed with by unanimous consent, and moved its adoption:

**CITY OF GRAND RAPIDS
COUNTY OF ITASCA
STATE OF MINNESOTA**

RESOLUTION NO. 2020 - _____

RESOLUTION AUTHORIZING HOUSING AND REDEVELOPMENT AUTHORITY OF GRAND RAPIDS, MINNESOTA TO PREPARE TRANSFER AGREEMENT AND ALL NECESSARY DOCUMENTS FOR TRANSFER OF OWNERSHIP AND OPERATION OF PUBLIC HOUSING PROJECTS, OTHER PROJECTS AND ALL OTHER OBLIGATIONS, ASSETS, LIABILITIES AND OPERATIONS TO HOUSING AND REDEVELOPMENT AUTHORITY (HRA) OF ITASCA COUNTY, MINNESOTA; AUTHORIZING HOUSING AND REDEVELOPMENT AUTHORITY OF GRAND RAPIDS, MINNESOTA TO REQUEST APPROVAL FROM HUD FOR TRANSFER OF PUBLIC HOUSING PROJECTS; AND AUTHORIZING HOUSING AND REDEVELOPMENT AUTHORITY OF GRAND RAPIDS, MINNESOTA TO PREPARE A PLAN OF DISSOLUTION

BE IT RESOLVED by the City Council (the “Council”) of the City of Grand Rapids, Minnesota (the “City”), as follows:

Section 1. Recitals.

1.01 The Housing and Redevelopment Authority of Grand Rapids, Minnesota (the “Grand Rapids HRA”) has requested that the Housing and Redevelopment Authority (HRA) of Itasca County, Minnesota (the “Authority”) investigate owning, operating and assuming: (a) the Grand Rapids HRA federally assisted public housing projects identified and known as Project Number MN057000001 (collectively, the “Public Housing Projects”); (b) all other Grand Rapids HRA housing projects (collectively, the “Other Projects” and collectively with the Public Housing Projects, the “Projects”); and (c) all other obligations, assets, liabilities and operations of the Grand Rapids HRA.

1.02 The Public Housing Projects serve low income households.

1.03 The Grand Rapids HRA owns and operates the Other Projects aimed at providing affordable and other housing for seniors and families.

1.04 The Grand Rapids HRA also has other obligations, assets, liabilities and operations.

1.05 The Authority owns and operates low income housing developments and programs aimed at providing affordable and other housing for seniors and families.

1.06 The Grand Rapids HRA and the Authority have found transferring ownership and operation of the Grand Rapids HRA Projects, obligations, assets, liabilities and operations to the Authority will create greater effectiveness, efficiency and economy.

1.07 The Grand Rapids HRA and the Authority have recommended to the Council that the Council authorize the Grand Rapids HRA to transfer the Projects and all other Grand Rapids HRA obligations, assets, liabilities and operations to the Authority and authorize the Authority to own and operate the Projects and all other Grand Rapids HRA obligations, assets, liabilities and operations.

1.08 The Grand Rapids HRA reports that the process of transferring ownership and operation of the Projects and all other Grand Rapids HRA obligations, assets, liabilities and operations to the Authority will involve the preparation of a Transfer Agreement and other necessary documents.

1.09 The United States Department of Housing and Urban Development (“HUD”) requires that the Grand Rapids HRA and the Authority request and receive approval from HUD for the transfer of the Public Housing Projects and for the ownership and operation of the Public Housing Projects by the Authority.

1.10 The Grand Rapids HRA and the Authority have recommended to the Council that the Council authorize the Grand Rapids HRA to request approval from HUD for the transfer of the Public Housing Projects and for the ownership and operation of the Public Housing Projects by the Authority.

1.11 The Grand Rapids HRA reports that the Projects and the other obligations, assets, liabilities and operations are the only properties, projects and programs owned and operated by the Grand Rapids HRA and, accordingly, upon transfer of the Projects and the other obligations, assets, liabilities and operations to the Authority, the Grand Rapids HRA desires to cease transacting business and exercising powers and/or dissolve pursuant to an approved plan.

Section 2. Findings.

2.01 The Council hereby finds that there is a need for the Grand Rapids HRA to transfer the Projects and all other Grand Rapids HRA obligations, assets, liabilities and operations to the Authority and that there is a need for the Authority to own and operate the Projects and all other Grand Rapids HRA obligations, assets, liabilities and operations.

2.02 The Council hereby finds that in order to effectuate the transfer of the Projects and all other Grand Rapids HRA obligations, assets, liabilities and operations to the Authority and to effectuate the ownership and operation of the Projects and all other Grand Rapids HRA obligations, assets, liabilities and operations by the Authority, it must authorize the Grand Rapids HRA to prepare a Transfer Agreement and all other necessary documents.

2.03 The Council hereby finds that in order to effectuate the transfer of the Public Housing Projects to the Authority and to effectuate the ownership and operation of the Public Housing Projects by the Authority, it must authorize the Grand Rapids HRA to request approval from HUD.

2.04 The Council hereby finds that the Projects and the other obligations, assets, liabilities and operations are the only properties, projects and programs owned and operated by the Grand Rapids HRA and, accordingly, upon transfer of the Projects and the other obligations, assets, liabilities and operations to the Authority, the Grand Rapids HRA must cease transacting business and exercising powers and/or dissolve pursuant to an approved plan.

Section 3. Approval.

3.01 The Council hereby authorizes the Grand Rapids HRA to prepare a plan for the transfer of ownership and operation of the Projects and all other Grand Rapids HRA Projects and the obligations, assets, liabilities and operations to the Authority. Said plan will require subsequent final approval of the Grand Rapids City council.

3.02 The Council hereby authorizes the Grand Rapids HRA to prepare a Transfer Agreement and all other necessary documents related to the transfer of ownership and operation of the Projects and all other Grand Rapids HRA Projects and the other obligations, assets, liabilities and operations to the Authority. Said Transfer Agreement will require subsequent final approval of the Grand Rapids City council.

3.03 The Council hereby authorizes the Grand Rapids HRA to request approval from HUD for the transfer of ownership and operation of the Public Housing Projects to the Authority. Final transfer of ownership will require subsequent final approval of the Grand Rapids City council.

3.04 The Council hereby authorizes the Grand Rapids HRA to prepare a plan to cease transacting business and exercising powers and/or dissolve subsequent to the transfer of ownership and operation of the Projects and all other Grand Rapids HRA obligations, assets, liabilities and operations to the Authority. Prior to said transfer, final approval must be authorized by the Grand Rapids City council

The motion for the adoption of the foregoing resolution was duly seconded by Council Member _____, and upon vote being taken thereon, the following voted in favor thereof:

and the following voted against the same:

Whereupon said Resolution was declared duly passed and adopted, and was signed by the Mayor and attested to by the City Clerk.

Adopted by the Council of the City this _____ day of _____, 2020.

Mayor

ATTEST:

City Clerk

CERTIFICATION

I, _____, the duly qualified City Clerk of the City of Grand Rapids, County of Itasca, State of Minnesota, hereby certify that the foregoing is a true and correct copy of Resolution No. 2020 - _____ passed by the City Council on the _____ day of _____, 2020.

City Clerk

1176058.DOC



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	20-0899	Version:	1	Name:	Conduct a public hearing to consider the rezoning of 7.3 acres of land from PU (Public Use) to R-4 (Multiple-family Residential- high density).
Type:	Public Hearing	Status:			Public Hearing
File created:	1/21/2020	In control:			City Council
On agenda:	1/27/2020	Final action:			
Title:	Conduct a public hearing to consider the rezoning of 7.3 acres of land from PU (Public Use) to R-4 (Multiple-family Residential- high density).				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Aurora Heights Zoning Map Amendment Request: Maps Aurora Heights: Application/Petition Aurora Heights: purchase agreement				

Date	Ver.	Action By	Action	Result
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Conduct a public hearing to consider the rezoning of 7.3 acres of land from PU (Public Use) to R-4 (Multiple-family Residential- high density).

Background Information:

Aurora Heights LLLP, co-signed by the City of Grand Rapids (property owner of record), filed an application for a Zoning Map Amendment with the City on December 2, 2019. The application requests the City's consideration of the rezoning of the following described property (former Riverview Elementary School site) from its current PU (Public Use) designation to that of R-4 (Multiple-family Residential- high density):

Lots 1-10, Block 11, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated south half of Sixth Street SE and adjoining vacated west half of Third Avenue SE;

AND

All lands depicted within that parcel of land labeled "South Side School", CORRECTED PLAT OF GARLAND'S ADDITION TO GRAND RAPIDS, according to the recorded plat thereof, Itasca County, Minnesota, said lands being also known as:

Lots 1-10, Block 3, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated west half of Third Avenue SE and adjoining vacated north half of Fifth Street SE;

AND

Lots 1-10, Block 4, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated east half of Third Avenue SE and adjoining vacated north half of Fifth Street SE;

AND

Lots 1-10, Block 7, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated west half of Third Avenue SE and adjoining vacated north half of Sixth Street SE;

AND

Lots 1-9, Block 8, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated east half of Third

Avenue SE, all according to the recorded plat thereof, Itasca County, Minnesota

The petition submitted by Aurora Heights LLLP, involves 7.3 acres of land (former Riverview Elementary School site - facility closed in 2005, facility razed in 2010), and is generally located south of 4th Street SE, north of 7th Street SE (see map #1). Map #1 illustrates the subject property in relation to the existing zoning in the area: PU (Public Use) adjacent to the east, R-2 (One and Two-Family Residential) to the north and west, and a combination of R-1 and PU to the south. Additionally, the Airport Safety Zone "B" for Runway 16-34 slightly impacts the northeast corner of the subject properties.

The Zoning Map Amendment, if approved, would facilitate the completion of the purchase of the subject property by Aurora Heights LLLP, and ultimately the development of 56-units of affordable housing, having a mixture of apartment style housing and townhome style housing.

The Future Land Use map contained within the 2011 Comprehensive Plan (see location map #2) shows the subject property located within a slightly larger area indicated as future Multi-family Residential.

The Planning Commission reviewed the Zoning Map Amendment petition at their January 8, 2020 regular meeting, and, based on their findings, which are incorporated into the draft ordinance, forwarded a recommendation for approval of the petitioned Zoning Map Amendment.

Requested City Council Action

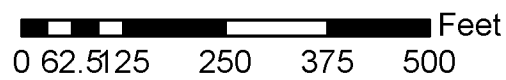
Conduct a public hearing to consider the rezoning of 7.3 acres of land from PU (Public Use) to R-4 (Multiple-family Residential- high density).

Aurora Heights Zoning Map Amendment Request

(PU to R-4 Proposed)



- Subject Property
- One-Family Residence
- One and Two-Family Residence
- Shoreland Multi-Family Residence
- Multi-Family Residence (High Density)
- Medical
- Public Use
- Conservancy
- Airport Safety Zones
- Airport Safety Zones



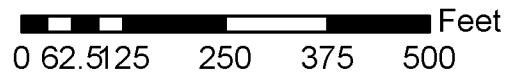
Location Map #1

Aurora Heights Zoning Map Amendment Request

(Comprehensive Plan Future Land Use)



- Subject Property
- Transportation & Utilities
- Institutional/Civic
- Airport Safety Zones
- Multi-Family Residential
- Airport Safety Zones
- Traditional Neighborhood



Location Map #2

City of Grand Rapids



CITY OF GRAND RAPIDS
ITS IN MINNESOTA'S NATURE

Petition for Rezoning (Zoning Map Amendment)

Community Development Department
420 North Pokegama Ave.
Grand Rapids, MN 55744
Tel. (218) 326-7601 Fax (218) 326-7621
Web Site: www.cityofgrandrapidsmn.com

The undersigned do hereby respectfully request the following be granted by support of the following facts herein shown:

Aurora Heights LLLP
Name of Applicant
102 NE 3rd St, Suite 160
Address
Grand Rapids, MN 55744
City State Zip
(218) 326-7978
Business Telephone/e-mail

City of Grand Rapids
Name of Owner (If other than applicant)
420 N Pokegama Ave
Address
Grand Rapids, MN 55744
City State Zip
(218) 326-7622
Business Telephone/e-mail

Parcel Information:

Tax Parcel # 91-540-0310, 91-540-0410, 91-540-0710,
91-540-0810, and 91-540-1110

Property Size: 7.3 Acres

Existing Zoning: Public Use

Requested Zoning: R-4

Existing Use: Vacant Land, Previously Riverview School

Proposed Use: Multi-Family Residential (High Density)

Property Address/Location: 292 SE 4th St, Grand Rapids MN 55744

Legal Description: See Attached

(attach additional sheet if necessary)

I(we) certify that, to the best of my(our) knowledge, information, and belief, all of the information presented in this application is accurate and complete and includes all required information and submittals, and that I consent to entry upon the subject property by public officers, employees, and agents of the City of Grand Rapids wishing to view the site for purposes of processing, evaluating, and deciding upon this application.

Adam R Larson
Signature(s) of Applicant(s) *Managing General Partner*

11/27/2019
Date

[Signature]
Signature(s) of Owner(s)-(If other than applicant)

12/2/19
Date

DEC 02 2019

Office Use Only

Date Received _____ Certified Complete 12/2/19 Fee Paid 7505.00

Planning Commission Recommendation Approved _____ Denied _____

Meeting Date 11/8/2019

City Council Action Approved _____ Denied _____

Meeting Date _____

Summary of Special Conditions of Approval: _____

Required Submittals (5 copies of each & electronic versions of all pertinent information):

- Application Fee - \$505.00 *¹ Location Map Map Showing Surrounding Zoning
- Proof of Ownership – (a copy of a property tax statement or deed will suffice)

**¹The application fees charged are used for postage to mail the required notices to adjacent properties, publication of the public hearing notice in the Grand Rapids Herald Review, and for a small portion of staff time for case review and preparation of documents. It is the policy of the City of Grand Rapids to require applicants for land use approvals to reimburse the City for costs incurred by the City in reviewing and acting upon applications, so that these costs are not borne by the taxpayers of the City.*

Justification of Proposed Rezoning: Please answer all of the following questions (attach additional pages if needed). The Planning Commission will consider these questions and responses, and other issues (see attached list) in making their findings of fact and recommendation on the proposed rezoning.

- A.** What are the Surrounding land uses? Describe the existing uses and zoning classifications in the area surrounding the subject property.

The Aurora Heights site is ideally located in Grand Rapids. To the south of the site are parcels zoned R1 Residential with R2 Residential to the north and west. The US Geological Survey office is located south of the site and zoned Public Use. Pokegama Square Apartments are located to the southeast of the site and zoned R4 Multi-Family Residential. The City of Grand Rapids Public Utilities is located to the east of the site and zoned Public Use. To the northeast of the site is the YMCA which is zoned Public Use and Pine Ridge Apartments zoned R4 Multi-Family Residential.

The parcels included in this application for rezoning include parcels currently zoned Public Use. The proposed Petition for Rezoning would change the zoning to R4 Multi-Family Residential.

- B.** Would the uses permitted by the proposed zoning map change be appropriate for the surrounding area?

There is a definite need for affordable housing in the Grand Rapids area. The goal of this multi-family housing project is in creating affordable housing opportunities for underserved populations; and to meet the special needs of single individuals, disabled, families with children, individuals or households with children who are experiencing long-term homelessness, and minority households who will, like all households, benefit from being near shopping, jobs, services and other community assets.

The Aurora Heights site is ideally located in the heart of town, across the street from the YMCA and bike trail. This site is located in a mixed neighborhood of R1 and R2 Residential on the north, west and south sides. There currently exists two R4 Multi-Family Residential housing projects northeast and southeast of the site. Aurora Heights would blend in with the other R4 zoned properties. The construction of Aurora Heights would offer a unique, high quality living environment at price points affordable to single earner households or any family making a moderate income giving access to the benefits of the surrounding area. In all, fifty-six (56) affordable housing units will be created from the vacated Riverview Elementary School property.

- C.** Is the property adequately served by public infrastructure (streets, sidewalks, utilities, etc)?

The site is located between SE 4th Street and SE 7th Street with SE 5th Street and SE 6th Street coming into the middle of the sight from the west. All of these streets are paved city streets. Sewer, water and utilities are located on SE 4th Avenue and are accessible to the site without any extension or assessments from the City of Grand Rapids. Aurora Heights will make use of existing public sewer, water, storm sewer, street and electrical infrastructure from the previous Riverview Elementary School. Aurora Heights will also be close to trails, sidewalks and walkways throughout the city.

D. Demonstrate the need for additional property in the proposed zoning district.

A Feasibility Analysis was completed by Market Analyst Professional in June 2019. Employment gains have been positive for the past nine years contributing to a decrease in unemployment rates within Grand Rapids and Itasca County with the current economic conditions remaining stable. The rental housing surveyed for this study shows a strong demand for affordable housing projects. The overall occupancy rate for the most comparable projects to Aurora Heights is 97.6 percent, indicating a strong demand for additional housing in Grand Rapids. Competitive rents and strong demand for new housing projects throughout the market provide support for the development of Aurora Heights. It is estimated that Aurora Heights could be at full occupancy in less than 4 to 6 months.

Given the definite need for affordable housing in the Grand Rapids area, fifty-six (56) affordable housing units will be created from the vacated Riverview School property. Aurora Heights will offer units with income targeted from 30% to 80% AMI. Northland Counseling Center currently is the owner of Midway Villa and is in the process of completing a Rental Assistance Demonstration 2 (RAD 2) conversion. This would allow the rental assistance funding at Midway Villa for fourteen (14) efficiency units to be transferred upon completion to Aurora Heights into the new one-bedroom units. All the current residents of Midway Villa could move to Aurora Heights upon completion. The remaining forty-two (42) units will be affordable housing units.

E. What effect will the proposed rezoning have on the growth and development of existing neighborhoods, other lands in the proposed district, commercial and industrial neighborhoods?

The former Riverview Elementary School site has been vacant for many years. Gone are the days of neighborhood children playing and laughing on their way to school. Aurora Heights has the opportunity to bring this atmosphere back to the neighborhood if approved.

Aurora Heights is designed to meet the needs of single individuals, disabled, families with children, individuals or households with children who are experiencing chemical dependency with long-term homelessness, and minority households who will, like all households, benefit from being near shopping, jobs, services and other community assets. The design will offer a unique, high quality living environment at price points affordable to single earner households or any family making a moderate income. The design of this development particularly enhances its overall desirability in that there is a wide variety of unit sizes and types, including one (1), two (2), three (3), and four (4) bedrooms with ample space to serve most households.

Nine (9) units will be restricted to 30% AMI, thirty-eight (38) units will be restricted to 60% AMI and nine (9) units will be restricted to 80% AMI.

F. Demonstrate that the proposed rezoning is the minimum change needed to allow a reasonable use of the property.

Currently, the vacated Riverview Elementary School site is zoned Public Use Land requiring a rezoning application for any non-public use. The fifty-six (56) unit Aurora Heights would require a minimum of R4 Multi-Family Residential zoning for the construction on the site.

There is a need for affordable housing as recommended by the 2011 Comprehensive Plan. The need for housing is also clear from multiple sources including waiting lists at market rate and affordable developments, local HRA and various financial and housing referral services. The construction of fifty-six (56) affordable housing units will help satisfy that need.

G. How does the proposed rezoning conform to the City's Comprehensive Plan?

Residential land uses have always been the single most prominent land use in Grand Rapids. The Comprehensive Plan has identified the need for the development of affordable housing stock, a mix of housing types, and mixed use development integrating housing with compatible commercial land uses. This site is critical to the city's redevelopment plans in repurposing the previous Riverview Elementary School vacated land to provide affordable housing with nearby shopping, restaurants, schools, pharmacy, grocery store, senior center, and performing arts center. The Comprehensive Plan does call out for the Future Land Use of the Aurora Heights site to be R4 Multi-Family Residential.

H. Is the timing proper for the proposed rezoning?

Aurora Heights will be more complex to build because of the mixture of apartment style housing and townhomes style housing.

The approval of our rezoning application at this time will provide us with the readiness to proceed from the completion of the site work to the complex construction of the mixture of housing options. Aurora Heights was just awarded Federal Tax Credits which will generate \$2,452,126 in equity for the project. It also was awarded a First Mortgage of \$2,911,000 and deferred Funding of \$6,226,000 for a total of \$11,589,126 to construct this project. This amount of Federal and State financial support is unprecedented for a single project and cannot be transferred to another site. It has been awarded for the construction of Aurora Heights at the former Riverview Elementary School site only.

I. Any additional information that the Petitioner would like to supply.

Aurora Heights is a joint development with ownership between Itasca County HRA and Northland Counseling Center. A Purchase Agreement dated May 13, 2019 was executed between the City of Grand Rapids and Housing and Redevelopment Authority in and for the County of Itasca. A copy is attached.

We have received vast support from both the City of Grand Rapids and the community because of the reputation that D.W. Jones, Inc. and our various townhome and apartment developments have achieved as high-quality, well-run affordable housing.

Additional Instructions:

Prior to submitting your Petition to Rezone, you will need to arrange for one or more preliminary meetings with the Director of Community Development. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals. Completed applications required to be submitted to the Grand Rapids Community Development Department by the 15th of the month.

Findings for Approval:

The Planning Commission, in formulating its recommendation, and the City Council, in support of its action will make findings of fact based on their responses to the following list of considerations:

- Will the change affect the character of the neighborhoods?
- Would the change foster economic growth in the community?
- Would the proposed change be in keeping with the spirit and intent of the ordinance?
- Would the change be in the best interest of the general public?
- Would the change be consistent with the Comprehensive Plan?

INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED

More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.

LEGAL DESCRIPTION

Riverview Parcel:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 11, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated south half of Sixth Street SE and adjoining vacated west half of Third Avenue SE, according to the recorded plat thereof on file and of record in the office of the Registrar of Titles in and for Itasca County. Subject to minerals and mineral rights reserved in the State of Minnesota. Subject to Airport Zoning No. 19, 354 ½;

AND

All lands depicted within that parcel of land labeled "South Side School", CORRECTED PLAT OF GARLAND'S ADDITION TO GRAND RAPIDS, according to the recorded plat thereof, Itasca County, Minnesota, said lands being also known as:
Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 3, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated west half of Third Avenue SE and adjoining vacated north half of Fifth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 4, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated east half of Third Avenue SE and adjoining vacated north half of Fifth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 7, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated west half of Third Avenue SE and adjoining vacated north half of Sixth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 8, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated east half of Third Avenue SE, according to the recorded plat thereof, Itasca County, Minnesota.





General Map

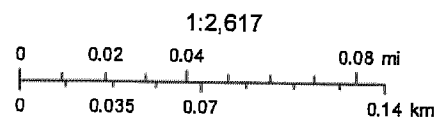


November 18, 2019

Tax Parcels (1) - Grand Rapids Tax Parcels

Overlays

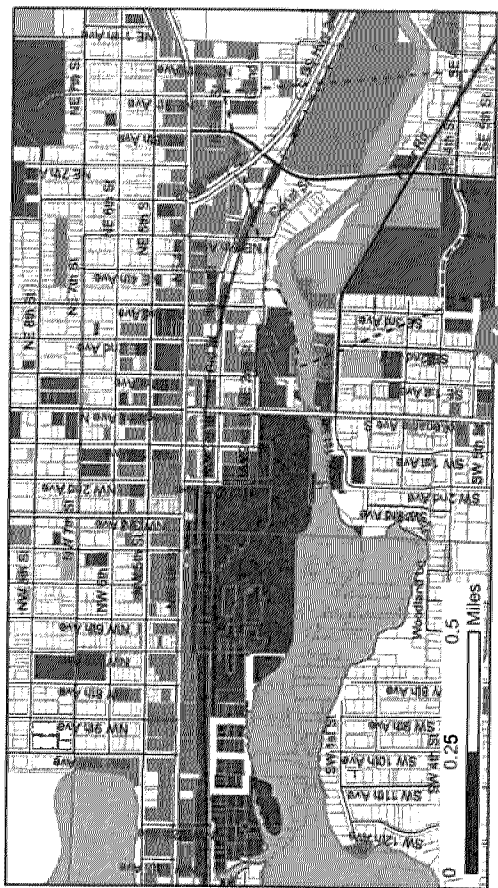
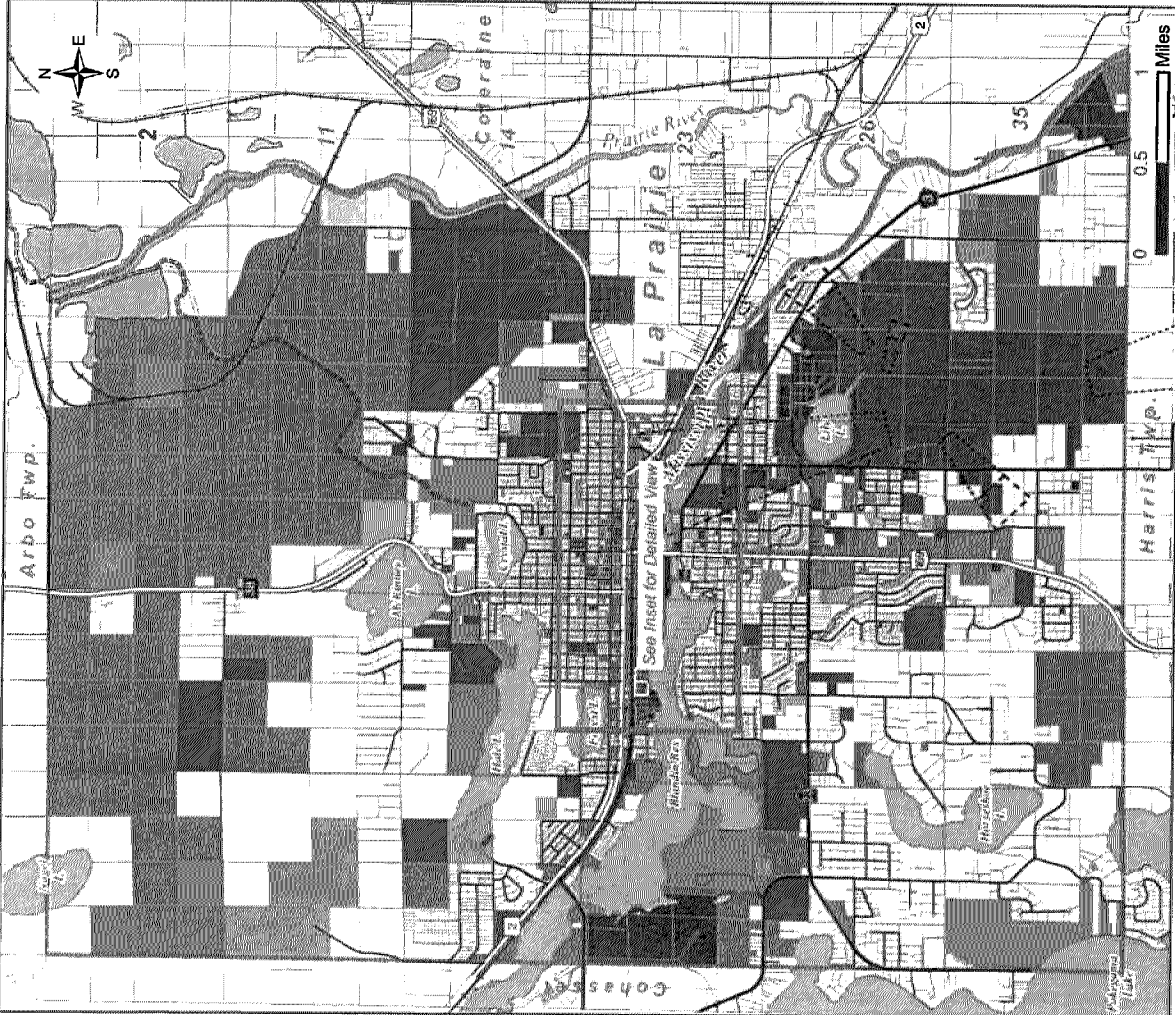
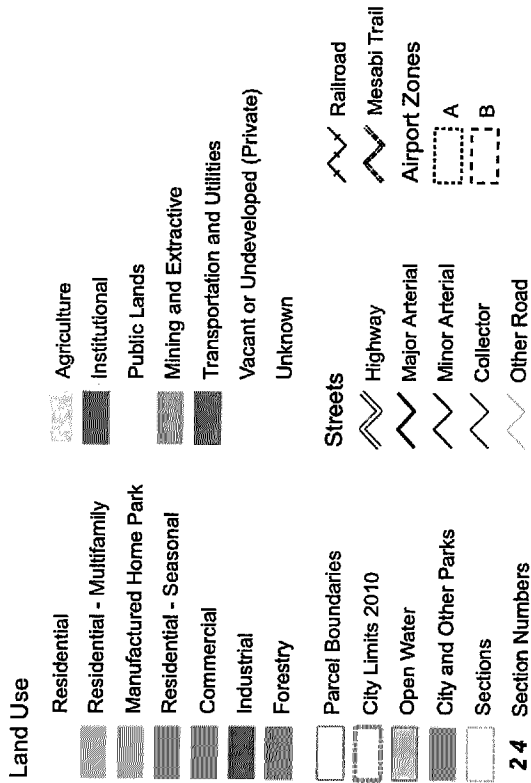
-  MOD - Mining Overlay District
-  SBO - Scenic By-Way Commercial Overlay District
-  UO - Urban Overlay
-  PUD - Planned Unit Development



City of Grand Rapids

Grand Rapids Comprehensive Plan

Existing Land Use



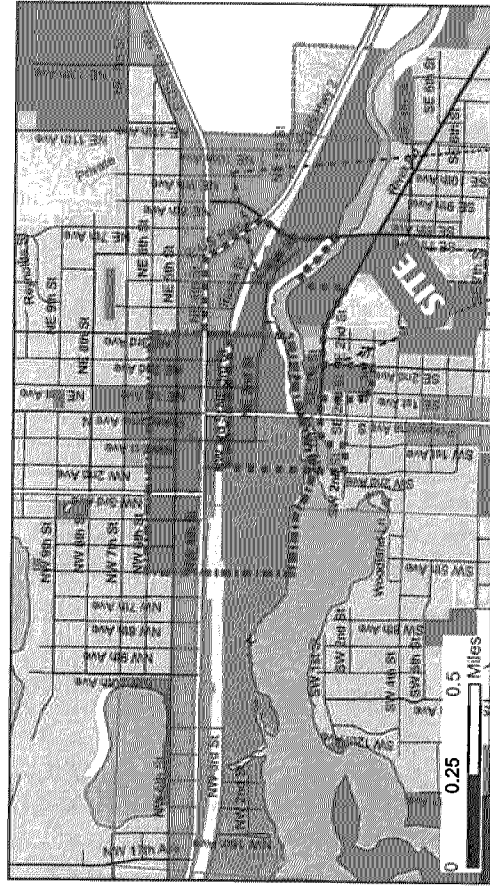
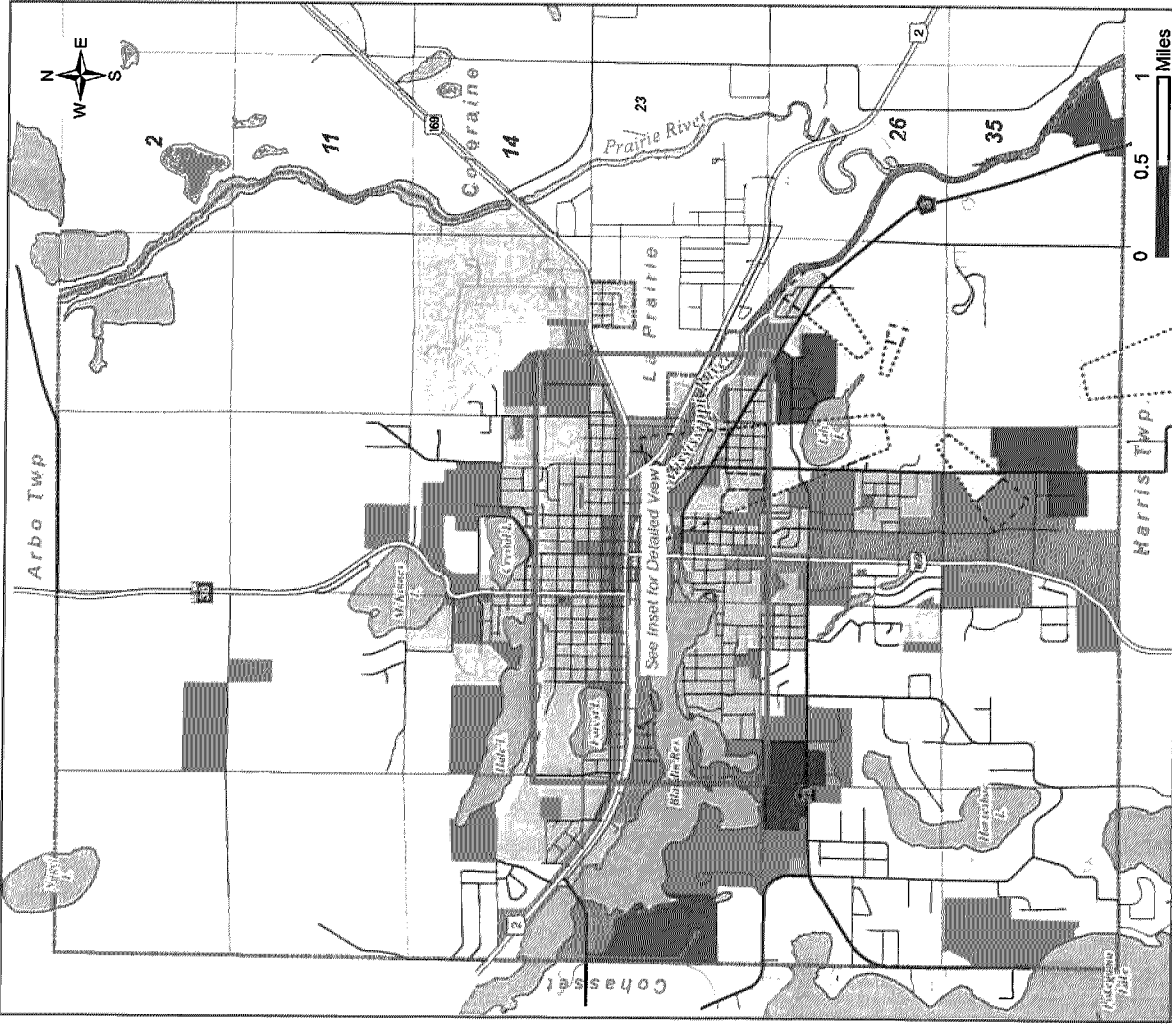
Map Date: January 19, 2011. Data Source: City of Grand Rapids, MN; Inasa County, Minnesota. Map 001

Grand Rapids Comprehensive Plan Future Land Use

- | | | | | | |
|--|--------------------------|--|----------------------------|--|---------------------|
| | Highway Commercial | | Parks & Recreation | | City Limits 2010 |
| | Downtown Mixed Use | | Resource Management | | Open Water |
| | Neighborhood Mixed Use | | Rural Residential | | Airport Zones
A |
| | Industrial - Traditional | | Suburban Residential | | B |
| | Industrial Park | | Traditional Neighborhood | | Sections |
| | Business Park | | Multi-Family Residential | | 2 4 Section Numbers |
| | Institutional/Civic | | Transportation & Utilities | | |
| | Medical Campus | | | | |

Grand Rapids Riverfront Framework Plan Area

Grand Rapids Downtown Planning Area



PURCHASE AGREEMENT

This Purchase Agreement (“**Agreement**”) is made as of this 13th day of May, 2019, by and between City of Grand Rapids, Minnesota, a Minnesota municipal corporation (the “**City**”) and Housing and Redevelopment Authority in and for the County of Itasca, a public body corporate and politic and political subdivision of the State of Minnesota, and its successors and assigns (the “**HRA**”).

RECITALS

A. The City has entered into that certain Agreement for Exchange of Real Property with Independent School District No. 318 (Grand Rapids Public Schools) (the “**District**”), dated as of May 6, 2019 (the “**City Agreement**”) which provides in relevant part for the acquisition by the City of fee title to certain property located in Grand Rapids, Minnesota, which is legally described on Exhibit A attached hereto (the “**Property**”). The executed City Agreement is attached hereto as Exhibit B.

B. The HRA desires to acquire the Property from the City, subject to the terms and conditions of this Agreement.

C. Upon acquiring fee title to the Property from the District, the City wishes to convey the Property to the HRA, subject to the terms and conditions of this Agreement (the “**Purchase**”).

AGREEMENT

The parties hereto hereby agree as follows:

1. **OFFER/ACCEPTANCE.** In consideration of the mutual agreements herein contained, the HRA offers and agrees to purchase and the City agrees to sell and hereby grants to the HRA the exclusive right to purchase the Property, together with all appurtenances.
2. **CONTINGENCIES.** This Agreement is subject to the following contingencies:
 - A. The City closing on its acquisition of the Property on or before June 1, 2019, or such later date as may be mutually agreed by the City and the District.
 - B. Approval of the conveyance of the Property to the HRA by the City’s governing body. Nothing in this Agreement limits or restricts the discretion of the City’s governing body to grant or withhold approval of the conveyance. This contingency may not be waived by either party.
 - C. The HRA having determined that it is satisfied with the results of and matters disclosed by its investigations, surveys, soil tests, engineering inspections,

hazardous substance, and environmental reviews of the Property.

- D. The HRA having obtained all final governmental and financing approvals necessary for HRA's proposed acquisition and use of the Property, including without limitation the award of low income housing tax credits from Minnesota Housing Finance Agency by November 30, 2019, the approval of a rezoning application, and any approvals associated with the HRA's proposed financing. At all times prior to Closing (as hereinafter defined), the City shall reasonably cooperate with the HRA in obtaining such approvals, and upon such approvals shall execute such permits and other documents as may be reasonably required in connection therewith.

The HRA shall have one calendar year from the date of this Agreement to remove or waive the contingency at subparagraph C (the "Due Diligence Period"). Contingencies A and B are solely for the benefit of the City and may not be waived by either party. Contingency C is solely for the benefit of the HRA and may be waived by the HRA. Contingency D is for the benefit of the HRA, and may be waived by the HRA, except that the portion of Contingency D concerning the award of low income housing tax credits is for the benefit of both parties and must be waived by both parties. If the contingencies above are satisfied or waived in a timely manner, then the parties shall proceed to close the transaction as contemplated herein. If, however, any of the contingencies is not satisfied or waived within the Due Diligence Period (as to Contingency C) or is not satisfied on or before the Closing Date or November 30, 2019, as applicable (as to Contingencies A, B, or D), this Agreement shall thereupon be void, and the parties shall execute and deliver to each other documentation effecting the termination of this Agreement. The HRA shall also deliver to the City copies of all documentation gathered during the Due Diligence Period, including without limitation all survey, environmental or soil tests. As a contingent purchase agreement, the termination of this Agreement is not required pursuant to Minnesota Statutes, Section 559.12 et seq.

3. **PURCHASE PRICE FOR PROPERTY AND TERMS.**

- a. **PURCHASE PRICE:** The total purchase price for the Property is: One Hundred Ninety Thousand and No/100 (\$190,000.00) ("Purchase Price").
- b. **TERMS:**
1. **EARNEST MONEY:** The sum of Nineteen Thousand and No/100 (\$19,000.00) earnest money shall be paid by the HRA to the City ("Earnest Money"). Earnest Money shall become nonrefundable at the end of the Due Diligence Period (as hereinafter defined); provided that in the event that the City breaches the terms of this Agreement at any time prior to Closing, the HRA is entitled to exercise the remedies set forth in Section 15 hereof, which may include the refund by the City of the Earnest Money to the HRA.

2. **BALANCE DUE CITY:** The HRA agrees to pay by check or wire transfer on the Closing Date (as hereinafter defined) any remaining balance due on the Purchase Price according to the terms of this Agreement.

3. **DEED/MARKETABLE TITLE:** Subject to performance by the HRA, the City agrees to execute and deliver a Limited Warranty Deed (the "Deed") conveying marketable fee simple title to the Property to the HRA, free and clear of any mortgages, liens or encumbrances other than matters created by or acceptable to the HRA, subject only to the following exceptions:

- i. Building and zoning laws, ordinances, state and federal regulations;
- ii. Reservation of minerals or mineral rights to the State of Minnesota, if any; and
- iii. Public utility and drainage easements of record which will not interfere with the HRA's intended use of the Property.

To the extent a lien or other encumbrance on title to the Property can be satisfied by the payment of money, the HRA may, at its sole option, apply a portion of the Purchase Price payable to the City at Closing in satisfaction of such lien or encumbrance, and the amount so applied shall reduce the amount of the Purchase Price payable to the City at Closing.

4. **DOCUMENTS TO BE DELIVERED AT CLOSING BY THE CITY.** In addition to the Deed required by Section 3 hereof, the City shall deliver to the HRA:

- A. An affidavit of seller indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving the City or the Property for which payment has not been made or for which mechanic's liens could be filed; and that there are no other recorded interests in the Property, together with whatever standard owner's affidavit and/or indemnity (ALTA form) that may be required by the a title company to issue an owner's policy of title insurance with standard exceptions deleted;
- B. A "bring-down" certificate, certifying that all of the warranties and representations made by the City in this Agreement remain true as of the Closing Date;
- C. Well disclosure certificate or a statement that the City does not know of any wells on the Property, as applicable;
- D. A non-foreign affidavit, properly executed, containing such information as is required by the Internal Revenue Code Section 1445(b)(2) and its regulations;

- E. Any notices, certificates, and affidavits regarding any private sewage systems, underground storage tanks, and environmental conditions as may be required by state or federal statutes, rules or regulations; and
- F. Such other documents as may be reasonably required by the HRA's title examiner or title insurance company.

5. CLOSING DATE. The closing of the Purchase (the "Closing") shall take place on or before September 30, 2020 (the "Closing Date"), or such other date as is mutually agreed upon by the parties. Delivery of all papers and the Closing shall be made at the Grand Rapids, Minnesota office of Itasca County Abstract ("Title") or at such other location as is mutually agreed upon by the parties. All deliveries and notices to the HRA shall be made as provided in Section 20 of this Agreement.

6. CLOSING COSTS/RECORDING FEES/DEED TAX. The City shall pay: (a) the cost of any documents required to clear title or to evidence marketable title; (b) any transfer or deed taxes and any deferred taxes due as a result of this transaction; (c) one-half of closing fees customarily charged by the title company; (d) state deed tax; and (e) any other operating costs of the Property up to the Closing Date. The HRA shall pay: (a) costs of an initial title commitment and any title search and examination fees; (b) any environmental investigation or inspection costs; (c) costs of title insurance and endorsements; and (d) one-half of closing fees customarily charged by the title company. Each party shall pay its respective attorneys' fees.

7. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS.

- A. The City shall be responsible for all real estate taxes for the Property, including any deferred real estate taxes, penalties, or interest, for the years prior to the year in which closing occurs.
- B. The parties shall prorate as of the Closing Date the real estate taxes for the Property that are due and payable in the year of Closing.
- C. The City shall pay at or before closing the unpaid balance of all levied special assessments on the Property, including special assessments certified for payment with the real estate taxes and all deferred assessments.
- D. The HRA shall assume all special assessments against the Property to be conveyed to it that are levied on the Property after the date of Closing.

8. TITLE EXAMINATION/CURING TITLE DEFECTS. On or before November 30, 2019, the HRA shall, at its expense, order a commitment for title insurance ("Commitment") for the Property. The HRA shall have thirty days after receipt of the Commitment to examine the same and to deliver written objections to title, if any, to the City, or the HRA's right to do so shall be deemed waived. The City shall have until the earlier of (i) sixty days after its receipt of the HRA's objections, or (ii) the end of the Due Diligence Period (or such later date as the

parties may agree upon) to make title marketable, at the City's cost. In the event that title to the Property cannot be made marketable or is not made marketable by the City within the Due Diligence Period, then this Agreement may be terminated at the option of the HRA, and if so terminated, the Earnest Money shall be refunded to the HRA.

9. REPRESENTATIONS AND WARRANTIES; "AS IS" SALE.

A. To induce HRA to enter into this Agreement, the City represents and warrants to HRA as follows:

1. The City has duly and validly authorized and executed this Agreement, and has full right, title, power, and authority to enter into this Agreement and to consummate the transactions provided for herein, except as provided in subparagraph 2.A above.
2. The execution by City of this Agreement and the consummation by the City of the transaction contemplated hereby do not, and the Closing will not, result in a breach of any of the terms and provisions of, or constitute a default or a condition, which upon notice or lapse of time or both would ripen into a default, under any indenture, agreement, instrument, or obligation to which the City is a party; and does not, and at the Closing will not, constitute a violation of any laws, order, rule, or regulation applicable to the City of any court or of any federal, state, or municipal regulatory body or administrative agency or other governmental body having jurisdiction over the City.
3. There are no actions, suits, or proceedings pending, or to the actual knowledge of the City, threatened, before or by any judicial body or any governmental authority, against the City, which would affect in any material respect the City's ability to proceed with the transactions contemplated by this Agreement.

B. To induce the City to enter into this Agreement, the HRA represents and warrants to the City as follows:

1. The HRA has duly and validly authorized and executed this Agreement, and has full right, title, power, and authority to enter into this Agreement and to consummate the transactions provided for herein.
2. The execution by the HRA of this Agreement and the consummation by the HRA of the transactions contemplated hereby do not, and the Closing will not, result in a breach of any of the terms and provisions of, or constitute a default or a condition, which upon notice or lapse of time or both would ripen into a default, under any indenture, agreement, instrument, or obligation to which the HRA is a party; and does not, and at the Closing will

not, constitute a violation of any laws, order, rule, or regulation applicable to the HRA of any court or of any federal, state, or municipal regulatory body or administrative agency or other governmental body having jurisdiction over the HRA.

3. There are no actions, suits, or proceedings pending, or to the actual knowledge of the HRA, threatened, before or by any judicial body or any governmental authority, against the HRA, which would affect in any material respect the HRA's ability to proceed with the transactions contemplated by this Agreement.

C. The Property is being sold in its existing condition as of the date the City acquires the Property from the District. The HRA acknowledges that the Property is being sold on an "AS IS" and "Where Is" basis, with all existing faults. During the Due Diligence Period, the HRA will make such inspections of the Property as are consistent with the terms of this Agreement in order to satisfy the HRA as to the condition of the Property. The HRA acknowledges that the City has not made any oral or written representations as to the condition of the Property subject to this Agreement. By accepting delivery of the Deed at Closing, the HRA will be deemed to have accepted the condition of the Property subject to this Agreement as satisfactory to the HRA and the City shall have no liability with respect to the condition of such Property. The HRA waives any claims related in any way to the condition of the Property.

10. INSPECTIONS/ENVIRONMENTAL MATTERS.

A. Upon acquisition of the Property by the City, the City warrants that the Property will not be used for production, storage, deposit, or disposal of any toxic or hazardous waste or substance, petroleum product, or asbestos product during the period of time the City owns the Property. The City further warrants that it has no knowledge or information of any fact that would indicate that the Property was used for production, storage, deposit, or disposal of any toxic or hazardous waste or substance, petroleum product, or asbestos product prior to the date the City acquires the Property.

B. The HRA and its agents shall have the right to enter upon the Property after the date of this Agreement, without charge and at all reasonable times, for the purpose of inspecting and surveying the Property, including all systems and components, and conducting such environmental examination and tests as it deems necessary. The City shall make available to the HRA and the HRA's agents without charge all plans and specifications, records, inventories, permits and correspondence in the City's possession relating to any hazardous substances affecting the Property, and any and all soil reports, environmental reports, service contracts, or other relevant due diligence related to the Property that is in the City's possession, custody or control at any time during the pendency of this

Agreement. The HRA agrees to indemnify the City, to the extent such indemnification is legally authorized, against any liens, claims, losses, or damage occasioned by the HRA's exercise of its right to enter and work on the Property; provided, however, that nothing contained herein shall be deemed to require the HRA to hold the City harmless from liability for hazardous substances discovered in the course of its examination and tests and not resulting from or exacerbated by such examination and tests. The HRA agrees to provide the City with a copy of any report as a result of such examination and tests. If such environmental examination results in a finding that there are or may be pollutants or contaminants on the Property, the HRA may terminate this Agreement at any time prior to the Closing Date.

11. POSSESSION/CONDITION OF PROPERTY.

- A. **Possession.** The City agrees to deliver possession of the Property to the HRA not later than the Closing Date ("**Date of Possession**").
- B. **Condition of Property/No Personal Property.** The City shall deliver possession of the Property to the HRA on the Date of Possession in the same condition as the property existed on the date of this Agreement. The City acknowledges that there is no personal property included in this exchange.

12. DISCLOSURE; INDIVIDUAL SEWAGE TREATMENT SYSTEM. The City certifies to the HRA that it does not know of any individual sewage treatment system on the Property.

13. WELL DISCLOSURE. The City certifies to the HRA that it does not know of any wells on the Property.

14. RISK OF LOSS. If there is any loss or damage to the Property between the date hereof and the Closing Date, for any reason including fire, vandalism, flood, earthquake or act of God, the risk of loss shall be on the City. If the Property is destroyed or substantially damaged before the Closing Date, this Agreement shall become null and void, at the HRA's option. At the request of the HRA, the City agrees to sign a cancellation of this Agreement.

15. DEFAULT/REMEDIES. If the HRA defaults under this Agreement, the City has the right to terminate this Agreement by giving written notice of such election to the HRA, which notice shall specify the default. If the HRA fails to cure such default within thirty days of the date of such notice, the City may terminate this Agreement and retain the Earnest Money as the City's liquidated damages, time being of the essence of this Agreement. The termination of this Agreement (and retention of the Earnest Money) will be the sole remedies available to the City for such default by the HRA, and the HRA will not be further liable for damages. If the City defaults under this Agreement, the HRA shall have the right: (i) to terminate this Agreement (in which case the HRA shall be entitled to a refund of the Earnest Money); or (ii) to enforce and recover from the City specific performance of this Agreement. The termination of this Agreement (and refund of the Earnest Money), or the enforcement and recovery from the City of specific performance of this

Agreement, shall be the sole remedies available to the HRA for such default by the City, and the City shall not be further liable for damages.

16. BROKER COMMISSIONS. HRA and the City represent and warrant to each other that there is no broker involved in this transaction with whom either has negotiated or to whom either has agreed to pay a broker commission. The City agrees to indemnify the HRA for any and all claims for brokerage commissions or finders' fees in connection with negotiations for conveyance of the Property arising out of any alleged agreement or commitment or negotiation by the City, to the extent such indemnification is authorized by law.

17. NO MERGER OF REPRESENTATIONS, WARRANTIES. All representations and warranties contained in this Agreement shall not be merged into any instruments or conveyance delivered at Closing, and the parties shall be bound accordingly.

18. ENTIRE AGREEMENT; AMENDMENTS. This Agreement constitutes the entire agreement between the parties and no other agreement prior to this Agreement shall be effective except as expressly set forth or incorporated herein. Any purported amendment shall not be effective unless it shall be set forth in writing and executed by both parties or their respective successors or assigns.

19. BINDING EFFECT; ASSIGNMENT. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. The HRA shall have the right to assign this Agreement to any affiliate of the HRA without the consent of the City. Following such assignment, the HRA shall promptly provide the City with a copy of the executed Assignment and Assumption Agreement, pursuant to which the assignee shall assume all responsibilities and obligations of the HRA under this Agreement.

20. NOTICE. Any notice, demand, request or other communication that may or shall be given or served by the parties shall be deemed to have been given or served on the date the same is hand delivered, one (1) business day following the date the same is deposited with a nationally recognized overnight courier (e.g., Fed Ex), or three (3) business days following the date the same is deposited in the United States Mail, registered or certified, postage prepaid and addressed as follows:

A. If to HRA: Housing and Redevelopment Authority in and for the County
 of Itasca
 ATTN: Diane Larson, Executive Director
 102 NE 3rd Street, Suite 160
 Grand Rapids, MN 55744

with a copy to: Joseph J.W. Phelps, Esq.
 Winthrop & Weinstine, P.A.
 225 South Sixth Street
 Minneapolis, MN 55402

B. If to the City: City of Grand Rapids
ATTN: Rob Mattei, Director of Community Development
420 N. Pokegama Avenue
Grand Rapids, MN 55744-2658

with a copy to: Martha Ingram, Esq.
Kennedy & Graven, Chartered
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

21. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

22. RECITALS. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.


23. PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between HRA and the City relative to the parcels.

24. GOVERNING LAW. The provisions of this Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

[Remainder of page intentionally left blank]


IN WITNESS WHEREOF, the parties have executed this Agreement as of the above date.

**HOUSING AND REDEVELOPMENT AUTHORITY IN
AND FOR THE COUNTY OF ITASCA**

By: 
Diane Larson, Executive Director

By: 
Pat Casey, Chair of the Board of Directors

CITY OF GRAND RAPIDS, MINNESOTA

By: 
Dale Adams, Mayor


By: 
Kimberly Gibeau, City Clerk

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 11, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated south half of Sixth Street SE and adjoining vacated west half of Third Avenue SE, according to the recorded plat thereof on file and of record in the office of the Registrar of Titles in and for Itasca County. Subject to minerals and mineral rights reserved in the State of Minnesota. Subject to Airport Zoning No. 19, 354 ½;

AND

All lands depicted within that parcel of land labeled "South Side School", CORRECTED PLAT OF GARLAND'S ADDITION TO GRAND RAPIDS, according to the recorded plat thereof, Itasca County, Minnesota, said lands being also known as:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 3, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated west half of Third Avenue SE and adjoining vacated north half of Fifth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 4, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated east half of Third Avenue SE and adjoining vacated north half of Fifth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 7, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated west half of Third Avenue SE and adjoining vacated north half of Sixth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 8, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated east half of Third Avenue SE, according to the recorded plat thereof, Itasca County, Minnesota.

EXHIBIT B

City Agreement

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

PARTIES:

Independent School District No. 318 (Grand Rapids Public Schools), a Minnesota independent school district ("District")

City of Grand Rapids, Minnesota, a Minnesota municipal corporation ("City")

EFFECTIVE DATE: MAY 6 , 2019

TERMS & CONDITIONS

1. **OFFER/ACCEPTANCE:** The parties agree that City will transfer to District the real property described on Exhibit A attached and identified as "City Parcels" and District will transfer to City the real property described on Exhibit B attached and identified as the "Riverview Parcel" and the "Forest Lake Parcel" (and together, the "District Parcels"), all parcels being located in the State of Minnesota and County of Itasca. (Each party may be referred to as "Transferor" or "Transferee" as appropriate herein and, as appropriate, the District Parcels or the City Parcels may be referred to as the "Subject Property".)
2. **PRICE AND TERMS:** This exchange of real property (the "Exchange") shall not involve any cash or other consideration to either party from the other. The value of the City Parcels as of the date of this Agreement is agreed to be \$314,500. The values of the Riverview Parcel and of the Forest Lake Parcel as of the date of this Agreement are agreed to be \$244,110 and \$133,555 respectively, for an aggregate total value of \$377,665. These values have been established through real estate broker's opinions (the "Broker's Opinions") provided by the Wellson Group, Inc. ("Wellson"), which are incorporated herein by reference. The City shall, in connection with this Exchange, cause certain improvements (the "Improvements") to be performed on certain parcels within the City (the "Platted Property"), including the City Parcels. The agreed upon Improvements are as specifically described on Exhibit C attached. The cost of the Improvements shall be the sole obligation of the City, except for the sum of \$3,297,693 (the "Improvement Amount"), which shall be paid by District at Closing to the City.

The Improvement Amount has been calculated as the portion of the total cost of the Improvements allocable to the District pursuant to a reasonable methodology authorized under Minnesota Statutes, Chapter 429, following the procedure required for the levy of special assessments pursuant to that Chapter.

District waives the right to appeal the levy of the Improvement Amount in accordance with this Agreement pursuant to Minnesota Statutes, Section 429.081, and further specifically agrees with respect to such Improvement Amount against the City Parcels or reapportionment that:

- a. Any requirements of Minnesota Statutes, Chapter 429 with which the City does not comply are hereby waived by District;

b. The increase in fair market value of the City Parcels resulting from construction of the Improvements will be at least equal to the Improvement Amount, and that such increase in fair market value is a special benefit to the City Parcels; and

c. Assessment of the Improvement Amount against the City Parcels is reasonable, fair and equitable.

District agrees and acknowledges that rough grading of the City Parcels (the "Grading") is included in the scope of the Improvements and that the Improvement Amount includes the cost of such Grading. The District agrees to hold harmless the City, its officials, employees, agents, and contractors from and against any action, claim, damage, liability, loss, costs, or expenses in connection with any claim or liability arising in any manner from the Grading, so long as the Grading is performed pursuant to and in conformity with the grading plan prepared by the City Engineer, dated _____, 2019.

3. **CLOSINGS:** The closings of the Exchange contemplated by this Agreement (each a "Closing") shall occur on dates mutually acceptable to City and District, but (a) with regard to the portion of the Exchange concerning the City Parcels and the Riverview portion of the District Parcels (the "Riverview Closing"), no later than June 1, 2019; and (b) with regard to the portion of the Exchange concerning the Forest Lake portion of the District Parcels (the "Forest Lake Closing"), no later than September 1, 2021 (each a "Closing Date"), provided that such Closing Dates may be extended by mutual written agreement of the parties. The Closings shall take place at the Grand Rapids, Minnesota office of Itasca County Abstract (the "Title Company"), or at such other place as may be agreed to mutually by the parties. The parties agree to deliver possession of the Properties described in Exhibits A and B to each other at Closing, except as otherwise provided in this Agreement and any exhibits, amendments or referenced documents herein.

A. **Closing Documents:** At each Closing, the parties shall each deliver to the other the following (collectively, "Closing Documents"):

i. **Deed:** A quit claim deed (with statement regarding no wells), in form reasonably satisfactory to Transferee, conveying the Real Property to Transferee, free and clear of all encumbrances, except the "Permitted Encumbrances" determined pursuant to Section 6 hereof.

ii. **Affidavits:** An Affidavit of Transferor indicating that on the Closing Date there are no outstanding, unsatisfied judgments, tax liens or bankruptcies against or involving Transferor or the Subject Property; that there has been no labor or material furnished to the Subject Property for which payment has not been made or for which mechanics' liens could be filed; that there are no other unrecorded interests in the Subject Property; and that there are no encroachment or survey issues of which Transferor is aware; together with whatever standard owner's affidavit and/or indemnity which may be reasonably required by the Title Company to issue an owner's policy of title insurance conforming to the requirements of Section 6 of this Exchange Agreement.

- iii. Well Certificate: If there are wells on any Subject Property, a Well Certificate in the form required by Minn. Stat. Chapter 1031.
 - iv. Other Affidavits: Any other affidavits or certificates that may be required under Minn. Stat. § 116.48, Subd. 6, or § 115B.16 or other provisions of law.
 - v. Title Commitment: A marked-up Title Commitment, meeting the requirements of Section 6.
- B. Payment of Improvement Amount: At the Riverview Closing, District will cause the Improvement Amount to be paid as provided in Section 2 of this Agreement. The City shall provide on or before the Riverview Closing all documentation of the costs of the Improvements necessary to calculate the Improvement Amount.
4. CONTINGENCIES: The obligation of either party to perform under this Agreement is contingent upon the timely occurrence or satisfaction of each of the following conditions:
- A. The City will cause to be created a plat (the "Plat") of the City Parcels and certain other property to be retained by the City (together, the "Platted Property"), and shall file the Plat on or before the date of the Riverview Closing.
 - B. District will demolish, or cause to be demolished, all structures located on the Forest Lake Site at District's sole expense, and shall complete such demolition prior to the date of the Forest Lake Closing.
 - C. On the date that the City authorizes its contractor to start work on the Improvements, title to all Subject Property shall be acceptable to each Transferee in accordance with the provisions of Section 6.
 - D. Bids for the construction of school sites and facilities conforming to those approved by District's voters by referendum on April 10, 2018 shall have been received and approved by District.
 - E. The Inspection Period described in Section 8 shall have expired without either party terminating this Agreement.
 - F. The parties shall have approved and executed a Purchase Agreement for the transfer by the City to District of certain property located within the City's existing Sports Complex property, and closing on the conveyance of such property shall take place simultaneously with the Riverview Closing under this Agreement.
 - G. The representations and warranties of both parties shall be true and correct in all material respects up through and including the final Date of Closing.

The contingencies in this section are solely for the benefit of, and may at any time be waived by, the party requiring that such contingencies be met.

5. **PRORATIONS:** The parties agree to the following prorations and allocation of costs ("Closing Costs"):
- A. **Title Insurance and Closing Fee:** Each party will pay all costs of the Title Commitment for the Subject Property to be transferred by that party. Each Transferee will pay all premiums required for the issuance of the Title Policy for the Subject Property to be transferred to that Transferee. The parties will each pay one-half of any reasonable and customary closing fee or charge imposed by the Title Company.
 - B. **Deed Tax:** Each Transferor shall pay the state deed tax, if any, as to the Deed to be delivered by that Transferor, if any, under this Exchange Agreement.
 - D. **Real Estate Taxes and Special Assessments:** General real estate taxes and installments of special assessments payable in the year prior to the applicable year of Closing and all prior years, if any, will be paid by the Transferor of the Subject Property. Each Transferor shall pay on or before the Closing Date all special assessments, and installments thereof, if any, that were officially levied or pending as to the Subject Property as of the date of this Agreement (other than the Improvement Amount payable by the District). Special assessments levied or which become pending after the date of this Agreement shall be paid by the Transferee of that Subject Property. Any general real estate taxes payable in the applicable year of Closing shall be prorated as of the Closing Date, as to each Subject Property.
 - E. **Recording Costs:** Each Transferee will pay the cost of recording the Deed to that Transferee. Each Transferor shall pay the cost of recording any documents necessary to perfect title or which release encumbrances other than Permitted Encumbrances, as to the Subject Property transferred by it.
 - F. **Survey Costs:** The City will pay surveying and engineering costs reasonably necessary for the subdivision and plat of the Platted Property as part of the Improvements, and portion of such cost will be specially assessed to the District as part of the Improvement Amount.
 - G. **Other Costs:** All other operating costs of each Subject Property will be allocated between the parties as of the Closing Date, so that each Transferor pays that part of such other operating costs accruing as to the Subject Property transferred by it on or before the Closing Date, and each Transferee pays that part of such operating costs accruing thereto after the Closing Date.
 - H. **Attorneys' Fees:** The District will pay its own attorneys', accountants' and consultants' fees, and 50% of the legal costs incurred by the City in connection with the negotiation and drafting of this Agreement. The City will present evidence of such costs in the form of invoices from Kennedy & Graven, the City's special counsel. The City will pay 50% of the legal costs in connection with the negotiation and drafting of this Agreement, and its own additional attorneys', accountants' and consultants' fees.

6. **TITLE EXAMINATION:** Title examination will be conducted as follows:
- A. **Seller's Title Evidence:** Each party shall, within fifteen (15) days after the date of this Agreement, furnish to the other a commitment ("Title Commitment") for an ALTA owner's policy of title insurance, issued by the Title Company, committing the Title Company to insure good and marketable title to the Subject Property it is transferring, free and clear of liens, mortgages, charges or encumbrances.
 - B. **Buyer's Objections:** Within twenty (20) days after receiving (i) the Title Commitment and (ii) copies of any documents listed in Schedule B of the Title Commitment, a Transferee will make any written objections it may have ("Objections"). That Transferee's failure to make Objections within such time period will constitute a waiver of Objections with respect to matters disclosed in Schedule B of the Title Commitment. Any specific matter shown in Schedule B of the Title Commitment and not objected to by that transferee shall be a "Permitted Encumbrance" hereunder. The transferor will have thirty (30) days after receipt of the Objections to cure the Objections (the "Cure Period"), during which period the Closing will be postponed as necessary and the transferor shall use all reasonable efforts to correct any Objections. In the event that, on the Closing Date, the transferor cannot deliver, and the transferee cannot obtain, a final or marked up title insurance policy consistent with the foregoing terms and requirements, the transferee may, at its option:
 - i Terminate this Agreement, or
 - ii Cure those Objections which are liens or charges on the Property by paying the same at Closing, which shall be reimbursed by the Transferor; or
 - iii Waive the Objections and proceed to close.
7. **TRANSFEROR WARRANTIES:** As an inducement to its Transferee to enter into this Agreement, each Transferor hereby represents and warrants to its Transferee and agrees as follows:
- A. Transferor has disclosed and made available to Transferee all reports and investigations commissioned by or otherwise readily available to Seller relating to Hazardous Substance and the Property. The term "Hazardous Substance," in the singular and plural form, means any "hazardous substance" as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended from time to time (42 U.S.C. §§ 9601 et. seq., any substances or materials which are classified or considered to be hazardous, contaminants, toxic or pollutants, or otherwise regulated under the laws of the State in which the property is located, and crude oil and any fraction thereof, asbestos in any form or condition, and polychlorinated biphenyls in any form or condition.

- B. All permits, licenses, approvals and reports necessary or required for a party to store, use, generate or dispose of any Hazardous Substances within or on the Subject Property have been obtained or made, are being complied with, and are in full force and effect.
- C. Transferor is not aware of any environmental condition, situation or incident on, at, or concerning the Property, that could give rise to an action or liability under any law, rule, ordinance, or common law theory.
- D. To the best of Transferor's knowledge, (i) there are no past or present investigations, administrative proceedings, litigation, regulatory hearings or other actions proposed, threatened or pending, alleging non-compliance with or violation of any federal, or state or local laws, ordinance, rule or regulations dealing with environmental, health or safety matters ("Environmental Laws") or relating to any required environmental permits, and (ii) neither Transferor nor any third party has violated any Environmental Laws with respect to the Property or Improvements.
- E. There are not now, nor to the best of Transferor's knowledge have there ever been, any wells, operating or abandoned, located in, on or under the Subject Property, except as disclosed hereunder.
- F. There are no underground or above ground storage tanks on the Property, in use or abandoned, and no such tanks have been removed during Transferor's ownership of the Subject Property except in strict compliance with all laws, ordinances and regulations regarding such removal.
- G. Transferor has paid for, or will pay for on or before the Closing Date, except as otherwise provided in this Exchange Agreement, all work, supplies and materials, performed upon and supplied to the Subject Property.
- H. There exists no litigation affecting or calling into question the Subject Property or any part or component thereof, or Transferor's interest therein. There is no condemnation proceeding pending with respect to any part of the Subject Property, and Transferor has no knowledge of any threat or the imminence thereof.

All such representations and warranties shall be true on the Closing Date as if made on and as of such date. In the event that any aforesaid warranty is determined not to be true on and as of the Closing Date the party to which the warranty is made may, in its sole discretion, at its option and by notice to the other party, either: (i) terminate this Agreement, or (ii) waive the warranty or representation and close the Exchange.

- 8. **INSPECTION PERIOD:** Each party, as to the Subject Property to be transferred to it, shall have 30 days from the date of execution (the "Inspection Period") to (i) conduct or obtain such surveys, reviews, inspections and tests of the Subject Property as it, in its sole discretion, deems necessary or advisable, and (ii) obtain such federal, state and local governmental approvals and permits as it, in its sole discretion, deems necessary or advisable for its proposed use of that Subject Property.

Each Transferor shall allow the other and its agents the right of any ingress and egress over and through the subject Property for the purpose of surveying, inspecting and testing the same and making other observations as the transferee deems necessary, all however, at that Transferee's expense. The Transferee agrees to indemnify and hold the transferor of the Subject Property harmless from all injury, death, or property damage or claims of any kind whatsoever arising out of or in any way incidental to the transferee's presence on the subject Property for the purposes aforesaid, which indemnity and hold harmless obligation of the transferee shall survive termination of this Exchange Agreement for any reason.

If prior to the end of the Inspection Period, a Transferee finds any information or conditions relating to the Subject Property or its anticipated use thereof that are objectionable to the transferee in its sole discretion or, that Transferee shall have the right to terminate this Agreement by giving written notice of termination to the other party no later than the end of the Inspection Period. Notwithstanding anything to the contrary in this agreement, the City is not required to begin work on the Improvements prior to the end of the Inspection Period or receipt of the written waiver of District's right to inspect the Subject Property to be transferred to it.

9. **BROKER'S COMMISSION:** The parties represent and warrant to each other that they have dealt with no brokers, finders or the like in connection with this transaction, other than in obtaining the Broker's Opinions. As of the date of this Agreement, the fees incurred by Wellson in providing the Broker's Opinions have been paid in full by the City and District in equal shares.

10. **PURCHASE AS-IS:** Subject to the respective parties' rights to terminate this Agreement during the Inspection Period, and subject to the express obligations, representations, and warranties of each party as set forth in this Agreement, each party agrees to accept the condition of each Subject Property to be transferred to it, including specifically without limitation, the environmental and geological condition of that Subject Property, in an "AS-IS" and with "ALL FAULTS" condition. Each party's acceptance of title to the Property to be transferred to it shall represent the Transferee's acknowledgment and agreement that, except as expressly set forth in this Agreement: (i) the Transferor has not made any written or oral representation or warranty of any kind with respect to that Subject Property (including without limitation express or implied warranties of title, merchantability, or fitness for a particular purpose), (ii) the Transferee has not relied on any written or oral representation or warranty made by the Transferor, its agents or employees with respect to the condition or value of that Subject Property, (iii) the Transferee has had an adequate opportunity to inspect the condition of that Subject Property, including without limitation, any environmental testing, and to inspect documents applicable thereto, and the Transferee is relying solely on such inspection and testing, and (iv) the condition of that Subject Property is fit for the transferee's intended use. Each Transferee agrees to accept all risk of Claims (including without limitation all Claims under any Environmental Law and all Claims arising at common law, in equity or under a federal, state or local statute, rule or regulation) whether past, present or future, existing or contingent, known or unknown, arising out of, resulting from or relating to the condition of the Subject Property transferred to it, known or unknown, contemplated or un contemplated, suspected or unsuspected, including without limitation, the presence of any Hazardous Substance on that Subject Property, whether such Hazardous Substance is located on or under that Subject Property, or has migrated or will migrate from or to that Subject Property.

For purposes of this Section, the following terms have the following meanings:

"Environmental Law" means the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. § 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. § 9601 et seq., the Federal Water Pollution Control Act, 33 U.S.C. § 1201 et seq., the Clean Water Act, 33 U.S.C. § 1321 et seq., the Clean Air Act, 42 U.S.C. § 7401 et seq., the Toxic Substances Control Act, 33 U.S.C. § 1251 et seq., all as amended from time to time, and any other federal, state, local or other governmental statute, regulation, rule, law or ordinance dealing with the protection of human health, safety, natural resources or the environment now existing and hereafter enacted; and

"Hazardous Substance" means any pollutant, contaminant, hazardous substance or waste, solid waste, petroleum product, distillate, or fraction, radioactive material, chemical known to cause cancer or reproductive toxicity, polychlorinated biphenyl or any other chemical, substance or material listed or identified in or regulated by any Environmental Law.

"Claim" or "Claims" means any and all liabilities, suits, claims, counterclaims, causes of action, demands, penalties, debts, obligations, promises, acts, fines, judgments, damages, consequential damages, losses, costs, and expenses of every kind (including without limitation any attorney's fees, consultant's fees, costs, remedial action costs, cleanup costs and expenses which may be related to any claims).

11. **SURVIVAL:** The respective covenants, agreements, indemnifications, warranties and other terms of this Agreement will survive and be in full force and effect after each Closing, and shall not be deemed to have merged into any of the Closing Documents.
12. **NOTICES:** Any notice required or permitted to be given by any party upon the other is given in accordance with this Agreement if it is directed to the individual designated below by delivering it personally to such individual; or if mailed by United States registered or certified mail, return receipt requested, postage prepaid; or if transmitted by email or facsimile copy followed by mailed notice as above required; or if deposited cost paid with a nationally recognized, reputable overnight courier, properly addressed as follows:

If to District:

[Contact]

Independent School District No. 318 (Grand Rapids Public Schools)
820 NW First Avenue
Grand Rapids, MN 55744

cc:

If to City:

Rob Mattei
Community Development Director
City of Grand Rapids
420 N. Pokegama Ave.
Grand Rapids, MN 55744-2658
rmattei@ci.grand-rapids.mn.us

cc:

Martha Ingram
Kennedy & Graven, Chartered
470 U. S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
mingram@kennedy-graven.com

Notices shall be deemed effective on the earlier of the date of receipt or the date of deposit as aforesaid; provided, however, that if notice is given by deposit, that the time for response to any notice by the other party shall commence to run two (2) business days after any such deposit. Any party may change its address for the service of notice by giving written notice of such change to the other party, in any manner above specified.

13. **CAPTIONS:** The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement and are not to be considered in interpreting this Agreement.
14. **ENTIRE AGREEMENT; MODIFICATION:** This Agreement constitutes the complete agreement between the parties and supersedes any prior oral or written agreements between the parties regarding each Subject Property. There are no verbal agreements that change this Agreement and no waiver of any of its terms will be effective unless in a writing executed by the parties.
15. **BINDING EFFECT:** This Agreement binds and benefits the parties and their successors and assigns.
16. **CONTROLLING LAW:** This Agreement has been made under the laws of the State of Minnesota, and such laws will control its interpretation.
17. **COUNTERPARTS:** This Agreement may be executed in counterparts, each of which shall be deemed an original, and which together shall constitute a single, integrated contract.
18. **NO WAIVER:** Nothing in this Agreement shall be deemed a waiver of the City's or District's immunities and limitations of liability as provided under Minnesota Statutes, Chap. 466 or other law.

The parties have each executed this Agreement as of the Effective Date.

INDEPENDENT SCHOOL DISTRICT NO. 318 (GRAND RAPIDS PUBLIC SCHOOLS):

BY: 
Its: Board Chair

BY: 
Its: Board Clerk

CITY OF GRAND RAPIDS:

BY: _____
Its: Mayor

ATTEST: _____
Its: Clerk

The parties have each executed this Agreement as of the Effective Date.

INDEPENDENT SCHOOL DISTRICT NO. 318 (GRAND RAPIDS PUBLIC SCHOOLS):

BY

Its:

BY:

Its:

CITY OF GRAND RAPIDS:

BY: Dale Adams
Its: Mayor

ATTEST: Kelly Gale
Its: Clerk

EXHIBIT A

Legal Description of City Parcels

Those parts of the Northeast Quarter of the Northwest Quarter (NE ¼ of NW ¼) and the Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼) Section 30, Township 55 North, Range 25 West, Itasca County, Minnesota, lying within the following described figure:

Commencing at the Southwest Corner of said NW ¼ of NE ¼ Section 30; thence North 88 degrees 52 minutes 03 seconds East along the south line of said NW ¼ of NE ¼ a distance of 50.03 feet; thence North 0 degrees 46 minutes 50 seconds East a distance of 67.41 feet to the east line of existing County Road No. 76 and POINT OF BEGINNING; thence continuing North 0 degrees 46 minutes 50 seconds East along said east line a distance of 492.76 feet to the beginning of a tangential curve, concave to the southwest, having a radius of 766.20 feet and a central angle of 31 degrees 38 minutes 26 seconds; thence northwesterly along said curve and said east line a distance of 423.12 feet to the beginning of a non-tangential curve, concave to the south, having a chord bearing of North 72 degrees 14 minutes 52 seconds East, a chord length of 175.77 feet, a radius of 313.84 feet, and a central angle of 32 degrees 31 minutes 29 seconds; thence northeasterly along said curve a distance of 178.15 feet; thence North 88 degrees 43 minutes 03 seconds East a distance of 506.10 feet; thence South 1 degree 16 minutes 57 seconds East a distance of 124.00 feet; thence North 88 degrees 43 minutes 03 seconds East a distance of 289.93 feet; thence South 0 degrees 34 minutes 33 seconds West a distance of 195.71 feet; thence South 89 degrees 25 minutes 27 seconds East a distance of 140.00 feet; thence South 0 degrees 34 minutes 33 seconds West a distance of 73.10 feet to the beginning of a tangential curve, concave to the west, having a radius of 310.00 feet and a central angle of 24 degrees 12 minutes 40 seconds; thence southerly along said curve a distance of 130.99 feet; thence South 24 degrees 47 minutes 13 seconds West a distance of 86.78 feet to the beginning of a tangential curve, concave to the east, having a radius of 390.00 feet and a central angle of 24 degrees 00 minutes 47 seconds; thence southerly along said curve a distance of 163.45 feet; thence South 0 degrees 46 minutes 26 seconds West a distance of 164.63 feet; thence North 89 degrees 13 minutes 34 seconds West a distance of 20.00 feet; thence South 0 degrees 46 minutes 26 seconds West a distance of 40.00 feet to the north line of existing CSAH 23; thence South 88 degrees 36 minutes 19 seconds West along said north line a distance of 611.22 feet to the beginning of a tangential curve, concave to the south, having a radius of 1482.40 feet and a central angle of 10 degrees 07 minutes 04 seconds; thence westerly along said curve a distance of 261.78 feet; thence North 51 degrees 00 minutes 01 second West along said north line a distance of 60.50 feet to the Point of beginning and there terminating.

Subject to restrictions, reservations, and easements of record. Containing approximately 20.55 acres.

Upon filing of the Plat referenced in this Agreement, the City Parcels will be described as:

Lot 1, Block 2 of the Plat of Great River Acres, Itasca County, Minnesota.

EXHIBIT B

Legal Description of District Parcels

Riverview Parcel:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 11, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated south half of Sixth Street SE and adjoining vacated west half of Third Avenue SE, according to the recorded plat thereof on file and of record in the office of the Registrar of Titles in and for Itasca County. Subject to minerals and mineral rights reserved in the State of Minnesota. Subject to Airport Zoning No. 19, 354 ½;

AND

All lands depicted within that parcel of land labeled "South Side School", CORRECTED PLAT OF GARLAND'S ADDITION TO GRAND RAPIDS, according to the recorded plat thereof, Itasca County, Minnesota, said lands being also known as:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 3, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated west half of Third Avenue SE and adjoining vacated north half of Fifth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 4, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated east half of Third Avenue SE and adjoining vacated north half of Fifth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Block 7, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated west half of Third Avenue SE and adjoining vacated north half of Sixth Street SE, according to the recorded plat thereof, Itasca County, Minnesota;

AND

Lots 1, 2, 3, 4, 5, 6, 7, 8, and 9, Block 8, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated east half of Third Avenue SE, according to the recorded plat thereof, Itasca County, Minnesota.

Forest Lake Parcel:

Lots 1 through 18, Block 9, HOUGHTON'S SECOND ADDITION TO GRAND RAPIDS, including vacated "T" alley situated within said Block 9 and including all of adjoining vacated Seventh Street North between the limits of Seventh Avenue West and Eighth Avenue West, according to the recorded plat thereof, Itasca County, Minnesota;

AND

All of Block 5 in GRAND RAPIDS SECOND DIVISION, according to the recorded plat thereof, Itasca County, Minnesota.

B-1

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EXHIBIT C

Improvements to be performed by City

Subdivision and plat of City Parcels, extension of sanitary sewer and water utilities and any turn lanes required by Itasca County along County Road 23 (Golf Course Road) to the City Parcels; acquisition of right-of-way; extension of public roadways, street lights, sidewalks, trails, and sanitary sewer, storm water, and water utilities throughout the Platted Property; and mass grading of the City Parcels, all as described in the Feasibility Study prepared by the City Engineer and accepted by the City by resolution on January 28, 2019.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 20-0900 **Version:** 1 **Name:** Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning 7.3 acres of land from PU (Public Use) to R-4 (Multiple-family Residential- high density).

Type: Agenda Item **Status:** Community Development

File created: 1/21/2020 **In control:** City Council

On agenda: 1/27/2020 **Final action:**

Title: Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning 7.3 acres of land from PU (Public Use) to R-4 (Multiple-family Residential- high density).

Sponsors:

Indexes:

Code sections:

Attachments: [Ordinance \(draft\) w/Exhibit "A"](#)

Date	Ver.	Action By	Action	Result
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Consider the recommendation of the Planning Commission regarding adoption of an ordinance, amending the Official Zoning Map by rezoning 7.3 acres of land from PU (Public Use) to R-4 (Multiple-family Residential- high density).

Background Information:

After the public hearing on this matter, the City Council will want to consider the public testimony received and review the recommendation put forward by the Planning Commission.

The Council can accept the recommendation of the Planning Commission, if they are in agreement with it, and adopt the ordinance as prepared, or the Council can make its own findings to support its reasons for approving or denying the proposed Zoning Map Amendment.

Requested City Council Action

Make a motion regarding adoption of an ordinance, amending the Official Zoning Map by rezoning 7.3 acres of land from its current zoning designation of PU (Public Use) to R-4 (Multiple-family Residential- high density), and authorize its publication in summary form.

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

ORDINANCE NO. 20-_____

AN ORDINANCE OF THE CITY OF GRAND RAPIDS, MINNESOTA, APPROVING THE REZONING OF 7.3 ACRES OF LAND FROM A PU (PUBLIC USE) DESIGNATION TO THAT OF R-4 (MULTIPLE-FAMILY RESIDENTIAL- HIGH DENSITY)

WHEREAS, on January 8, 2020, the Planning Commission approved a motion forwarding a favorable recommendation to the City Council regarding the rezoning of property legally described as,

Lots 1-10, Block 11, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated south half of Sixth Street SE and adjoining vacated west half of Third Avenue SE;

AND

All lands depicted within that parcel of land labeled "South Side School", CORRECTED PLAT OF GARLAND'S ADDITION TO GRAND RAPIDS, according to the recorded plat thereof, Itasca County, Minnesota, said lands being also known as:

Lots 1-10, Block 3, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated west half of Third Avenue SE and adjoining vacated north half of Fifth Street SE;

AND

Lots 1-10, Block 4, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated east half of Third Avenue SE and adjoining vacated north half of Fifth Street SE;

AND

Lots 1-10, Block 7, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated west half of Third Avenue SE and adjoining vacated north half of Sixth Street SE;

AND

Lots 1-9, Block 8, GARLAND'S ADDITION TO GRAND RAPIDS, including adjoining vacated east half of Third Avenue SE, all according to the recorded plat thereof, Itasca County, Minnesota

from its current zoning designation of PU (Public Use) to R-4 (Multiple-family Residential- high density), and

WHEREAS, the City Council conducted a public hearing on that request at their regular meeting on January 27, 2020 and all were heard, and

WHEREAS, the City Council did concur with the recommendations of the Planning Commission, and determined that the Zoning Map Amendment would be in the best interest of the community.

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

That the property legally described above and as shown on the attached "Exhibit A", is rezoned from its current designation of PU (Public Use) to R-4 (Multiple-family Residential- high density) based on the following findings of fact;

- The proposed rezoning would not have an adverse affect the character of neighboring area, as the proposed development will fit in well.

- The change would foster economic growth by providing additional housing options in the community.
- The change would be in keeping with the spirit and intent of the Zoning Ordinance.
- The change would be in the best interest of the general public as will tie together the surrounding neighborhoods as well as providing additional housing options in the community.
- That the change would be consistent with the Comprehensive Plan, as this zoning change is depicted on the Future Land Use Map, within the 2011 Comprehensive Plan.

This Ordinance shall become effective after its passage and publication.

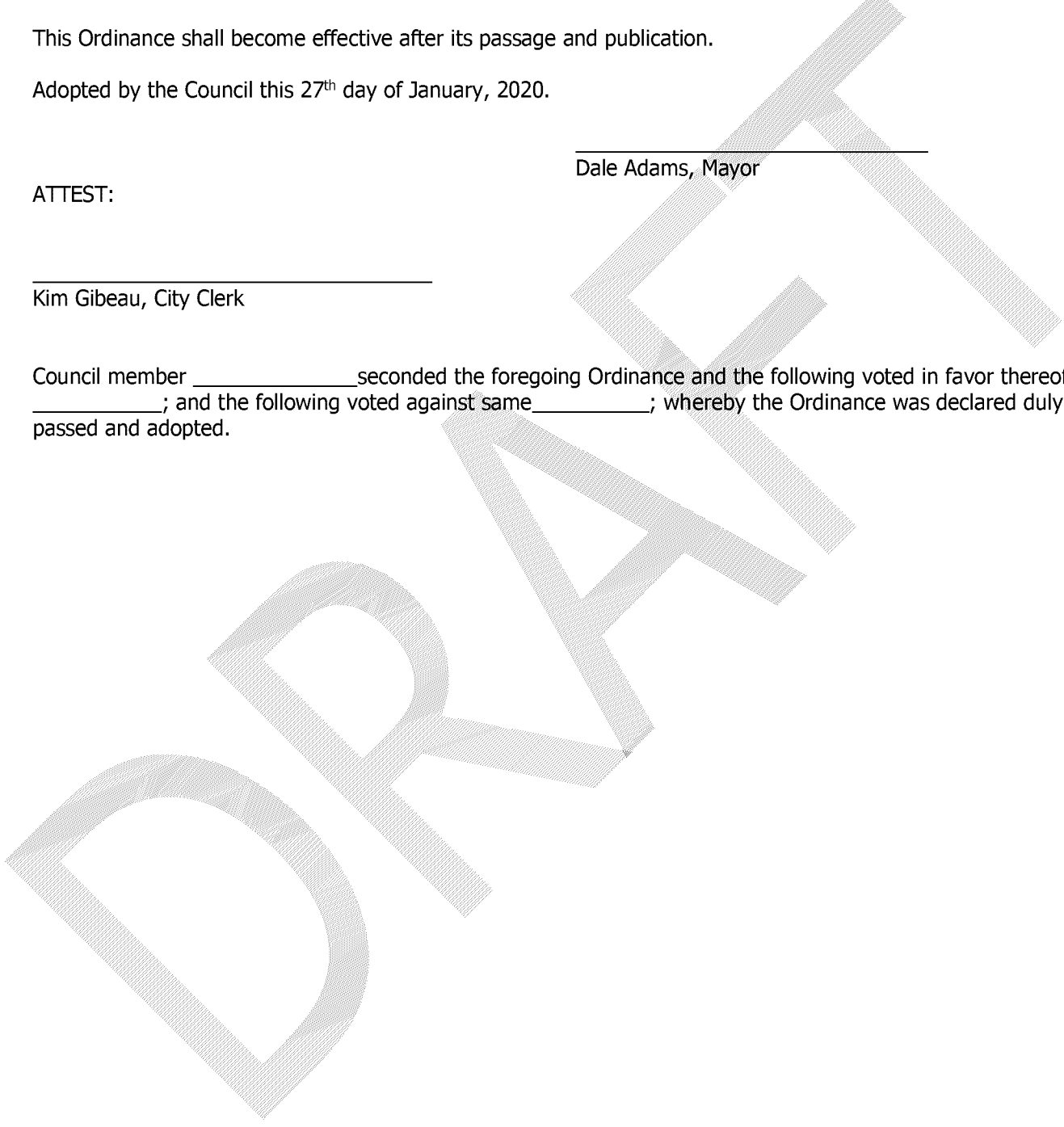
Adopted by the Council this 27th day of January, 2020.

Dale Adams, Mayor

ATTEST:

Kim Gibeau, City Clerk

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



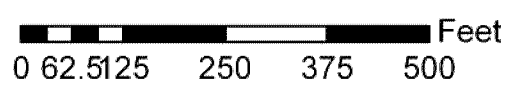
Aurora Heights Zoning Map Amendment

EXHIBIT "A"

(Approved: PU to R-4)



- | | | | |
|--|---------------------------------------|--|----------------------|
| | Subject Property | | Medical |
| | One-Family Residence | | Public Use |
| | One and Two-Family Residence | | Conservancy |
| | Shoreland Multi-Family Residence | | Airport Safety Zones |
| | Multi-Family Residence (High Density) | | Airport Safety Zones |



City of Grand Rapids