



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, December 16, 2019

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 December 16, 2019 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

19-0778 Consider approving Council minutes for Monday, December 2, 2019 Regular meeting.

Attachments: [December 2, 2019 Regular Meeting](#)

VERIFIED CLAIMS

19-0807 Consider approving the verified claims for the period November 26, 2019 to December 9, 2019 in the total amount of \$647,655.22.

Attachments: [City Council Bill List 12-16-19.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. 19-0753 Consider approving a public service and infrastructure permanent easement from Larry Jenkins related to CP 2014-2, 2019 Street Improvements Project.

Attachments: [Jenkins Easment Packet Signed](#)

2. 19-0756 Consider adopting a resolution establishing 2020 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.
Attachments: 2020 Compensation Resolution
 Proposed 2020 Salary Adjustments

3. 19-0759 Consider completion of Introductory Period for Street Superintendent Kevin Koetz.

4. 19-0760 Consider entering into an Agreement with Grand Itasca Clinic and Hospital for Sports Medicine Services.
Attachments: Grand Itasca

5. 19-0765 Consider approving resolutions adopting the 2019 Tax Levy Payable 2020, 2020 General Fund Budgets, 2020 Special Revenue Budgets and 2020 Enterprise Budgets.
Attachments: 2020 Budget Resolutions

6. 19-0766 Consider approving theatre license renewal for Mann Theatres Inc. for the period of January 1, 2020 through December 31, 2020, contingent upon receipt of fees and documentation.

7. 19-0767 Consider approving 2020 Taxi license for Rapid Taxi, contingent upon receipt of required documentation, fees and satisfactory vehicle inspections.

8. 19-0768 Consider approving Memorandum of Understanding between the City of Grand Rapids and International Union of Operating Engineers, Local No. 49 - Public Works Union.
Attachments: Memorandum of Understanding - EMB

9. 19-0769 Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.
Attachments: Storm water util delqnt to county 2019

10. 19-0771 Consider a wage adjustment for a Civic Center employee.

11. 19-0772 Consider authorizing City staff to begin the process of advertising and establishing a new eligibility list for Firefighter.

12. 19-0777 Consider authorizing Community Development Department to solicit quotes and accept low quote for demolition of hazardous structures located at 2408 SW 18th St.
Attachments: Court Order

13. 19-0780 Consider adopting a resolution approving an operating transfer from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund.
Attachments: 2019 Op Trnsfr-Res CapEqpt to Airport

14. [19-0781](#) Consider accepting the resignation of Jeffrey Lyman from the position of Hospital Security Officer.
Attachments: [Jeff Lyman resignation](#)
15. [19-0782](#) Consider adopting a resolution approving an operating transfer from the Permanent Improvement Revolving Fund to the 2018 Infrastructure/Capital Improvement Projects Fund in the amount of \$25,906.00.
Attachments: [\\$25,906 operating transfer from PIR to 479-City Hall Sec Pjt](#)
16. [19-0783](#) Consider request by the police department to apply and accept a federal grant to purchase bulletproof vests.
Attachments: [PD Bulletproof Vest Grant](#)
17. [19-0786](#) Consider approval of Amendment No. 1 to the Contract between the City and SRF Consulting Group, Inc.
Attachments: [SRF Contract Amendment 1.pdf](#)
18. [19-0787](#) Consider hiring a Regular Part Time Maintenance employee at the IRA Civic Center.
19. [19-0790](#) Consider an updated employment agreement with Scott Johnson.
Attachments: [12-16-19 Johnson Scott Employment Agreement](#)
20. [19-0791](#) Consider extending an agreement with Loren Solberg for lobbying services in 2020.
Attachments: [2020 Solberg Contract](#)
21. [19-0793](#) Consider adopting a resolution accepting the donation of a Canon scanner from CDWG.
Attachments: [CDW Scanner donation.pdf](#)
22. [19-0798](#) Consider approving the hiring of a regular part-time employee at the Civic Center / Parks and Recreation Department.
23. [19-0799](#) Consider rehiring of regular part-time employees for the IRA Civic Center and Parks and Recreation Department.
24. [19-0810](#) Consider letter of support for Safe Routes to School grant.
Attachments: [Safe Routes to School-Support Letter.docx](#)
25. [19-0812](#) Consider adopting the Official City of Grand Rapids meeting calendar for 2020.
Attachments: [2020 Calendar 22x34](#)
26. [19-0813](#) Consider hiring Ron Beckers and Alex Mostad as a part-time winter maintenance employees for the Public Works Department.

27. [19-0819](#) Consider approving temporary liquor licenses for Itasca Curling Club for events in 2020.

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

28. [19-0764](#) Review and acknowledge minutes for Boards & Commissions.

Attachments: [August 19, 2019 HRA Minutes](#)
[September 18, 2019 HRA Minutes](#)
[October 16, 2019 HRA Minutes](#)
[October 30, 2019 Human Rights Comm Minutes](#)
[November 5, 2019 - Arts & Culture minutes](#)
[September 12, 2019 GREDA Minutes](#)
[September 26, 2019 GREDA Minutes](#)
[October 10, 2019 GREDA Minutes](#)
[October 24, 2019 GREDA Minutes](#)
[October 16, 2019 PUC minutes](#)

FACILITIES MAINTENANCE

29. [19-0773](#) Consider approving a hardware and software upgrade to the existing temperature controls at City Hall, Fire Hall and Library.

Attachments: [Supervisor N4 GTC\\$\\$](#)

FIRE DEPARTMENT

30. [19-0792](#) Consider authorizing the purchase and installation of emergency lights, siren, and truck accessories for the new 117 utility fire truck.

Attachments: [117 EAT Quote](#)

31. [19-0794](#) Consider accepting a quote from BG innovations for purchase and installation of a Smart Board to replace outdated equipment in Fire Hall meeting room.

Attachments: [BG Innovations Smart Board Bid](#)

PUBLIC HEARINGS

32. [19-0801](#) Conduct a public hearing to consider the establishment of Tax Increment Financing District 1-12

Attachments: [TIF District 1-12 City Council Public Hearing Meeting Pillars Analysis Memo 11-5-19.pdf](#)

COMMUNITY DEVELOPMENT

33. [19-0802](#) Consider a resolution approving a modification to the Development Program for Municipal Development District No. 1 and the establishment of Tax Increment Financing District No. 1-12: The Pillars of Grand Rapids and Tax Increment Financing Plan for the TIF District.
Attachments: [DOCSOPEN-#623926-v2-Grand Rapids The Pillars City Resol Approving TIF Plan - City Authority.pdf](#)
34. [19-0804](#) Consider adopting a resolution determining sufficiency of petition and ordering improvements pursuant to petition by 100% of the owners of affected property.
Attachments: [DOCSOPEN-#623931-v2-Grand Rapids The Pillars City Resol Petition and Oppidan Infrastructure.pdf](#)
35. [19-0803](#) Consider adopting a resolution approving a Contract for Private Development and awarding the sale of, and providing the form, terms, covenants and directions for the issuance of its Tax Increment Revenue Note, in the maximum aggregate principal amount of \$1,751,833.
Attachments: [DOCSOPEN-#623928-v2-Grand Rapids The Pillars City Resolution Approving Contract for Private Development.pdf](#)
36. [19-0806](#) Consider adopting a resolution approving a First Amendment to a Preliminary Development Agreement between the City of Grand Rapids, the Grand Rapids Economic Development Authority and Unique Opportunities, LLC.
Attachments: [DOCSOPEN-#627659-v1-Grand Rapids Unique Opportunities City Resolution](#)
[DOCSOPEN-#627650-v2-Grand Rapids Unique Opportunities 1ST AMENDMENT](#)

ADMINISTRATION DEPARTMENT

37. [19-0779](#) Consider adoption of the Art Placement Plan.
Attachments: [GRImplementationPlan 112519 reduced](#)
38. [19-0788](#) Consider adopting the amended job description and classification for Fire Chief.
Attachments: [Fire Chief Job Description - 2020 Draft](#)
39. [19-0789](#) Consider a motion approving a resolution requesting authorization from the State to impose a local sales and use tax in the City of Grand Rapids to be used to fund needed improvements at the IRA Civic Center.
Attachments: [2020 Resolution Requesting LSUT from Legislature](#)

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 13, 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 #: 19-0778 **Version:** 1 **Name:** Council minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 12/6/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider approving Council minutes for Monday, December 2, 2019 Regular meeting.
Sponsors:
Indexes:
Code sections:
Attachments: [December 2, 2019 Regular Meeting](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, December 2, 2019 Regular meeting.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, December 2, 2019

7:15 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, December 2, 2019 at 7:15 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, Will Richter, Rob Mattei, Matt Wegwerth, Steve Schaar, Dale Anderson, Barb Baird, Scott Johnson, Erik, Scott, Travis Cole

MEETING PROTOCOL POLICY

PUBLIC FORUM

COUNCIL REPORTS

APPROVAL OF MINUTES

Consider approving Council minutes for Monday, November 25, 2019 Regular meeting.

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

VERIFIED CLAIMS

Consider approving the verified claims for the period November 19, 2019 to November 25, 2019 in the total amount of \$355,980.03.

A motion was made by Councilor Michelle Toven, 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 final payment for CIP- 2019 City Hall Security Improvements.

Approved by consent roll call

- 2. Consider authorizing Community Development Department to solicit quotes and accept low quote for demolition of hazardous building (house only) of property located at 201 SW 8th Ave.

Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Dale Christy, second by Councilor Rick Blake, approving the Consent agenda 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

SETTING OF REGULAR AGENDA

The meeting was recessed at 7:18 PM.

A motion was made by Councilor Dale Christy, second by Councilor Rick Blake, approving the Regular agenda as presented. The motion PASSED by unanimous vote.

PUBLIC HEARINGS

The meeting reconvened at 7:30 PM for scheduled public hearing.

- 7:30 pm** Conduct a Public Hearing on 2019 Levy Payable 2020 and 2020 Proposed Budget at 7:30 p.m. as stated in the Truth in Taxation Statements.

Mayor Adams states the purpose of the Truth in Taxation hearing, and the general procedure moving forward.

City Administrator Pagel provides presentation showing the budget for 2020 proposed levy. At the request of Council, Mr. Pagel provided a breakdown of the Public Utility line item, specific LGA information and noted that a copy of the presentation will be provided upon request.

A motion was made by Councilor Rick Blake, second by Councilor Michelle

Toven, to open the public hearing. The motion PASSED by unanimous vote.

Bob Holycross, 79 Horseshoe Drive, Grand Rapids, commended the City Council for moving the hearing to a later time so as not to conflict with other TNT meetings.

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

A motion was made by Councilor Michelle Toven, second by Councilor Dale Christy, to close the public hearing. The motion PASSED by unanimous vote.

ADJOURNMENT

A motion was made by Councilor Michelle Toven, second by Councilor Dale Christy, to adjourn the meeting at 7:49 PM. The motion PASSED by unanimous vote.

Respectfully submitted:

Lynn DeGrio

Lynn DeGrio, Director of Human Resources



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0807 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 12/12/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider approving the verified claims for the period November 26, 2019 to December 9, 2019 in the total amount of \$647,655.22.

Sponsors:

Indexes:

Code sections:

Attachments: [City Council Bill List 12-16-19.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period November 26, 2019 to December 9, 2019 in the total amount of \$647,655.22.

Requested City Council Action

Make a motion approving the verified claims for the period November 26, 2019 to December 9, 2019 in the total amount of \$647,655.22.

DATE: 12/12/2019
 TIME: 11:01:03
 ID: AP443GR0.WOW

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/16/2019

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
CITY WIDE		
0300200	CDW GOVERNMENT INC	40.59
1105530	KENNEDY & GRAVEN	161.50
1415377	NORTHERN BUSINESS PRODUCTS INC	9.99
1500600	OPG-3 INC	1,652.60
1900650	SRF CONSULTING GROUP INC	8,126.04
1920240	CHAD B STERLE	3,543.39
T001214	CHAD'S MEAT WAGON LLC	1,250.00
	TOTAL CITY WIDE	14,784.11
SPECIAL PROJECTS-NON BUDGETED		
0718060	GRAND RAPIDS HERALD REVIEW	276.40
1105530	KENNEDY & GRAVEN	2,810.95
	TOTAL SPECIAL PROJECTS-NON BUDGETED	3,087.35
ADMINISTRATION		
0102660	ABRAMS & SCHMIDT LLC	375.00
1215630	LOREN SOLBERG CONSULTING, LLC	1,600.00
1321525	MUNICODE	275.00
1415377	NORTHERN BUSINESS PRODUCTS INC	111.74
1605665	PERSONNEL DYNAMICS LLC	279.45
	TOTAL ADMINISTRATION	2,641.19
BUILDING MAINTENANCE-CITY HALL		
0113233	AMERIPRIDE SERVICES INC	50.60
0221650	BURGGRAF'S ACE HARDWARE	109.42
0315455	COLE HARDWARE INC	156.91
0920060	ITASCA COUNTY TREASURER	1,943.57
1401650	NARDINI FIRE EQUIPMENT CO INC	637.40
1901535	SANDSTROM'S INC	135.00
2018680	TRU NORTH ELECTRIC LLC	290.00
	TOTAL BUILDING MAINTENANCE-CITY HALL	3,322.90
COMMUNITY DEVELOPMENT		
0221650	BURGGRAF'S ACE HARDWARE	119.99
0920060	ITASCA COUNTY TREASURER	163.76
	TOTAL COMMUNITY DEVELOPMENT	283.75

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/16/2019

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
ENGINEERING		
0612083	FLAGSHIP RECREATION	1,793.00
1900225	SEH	690.00
TOTAL ENGINEERING		2,483.00
FINANCE		
1415377	NORTHERN BUSINESS PRODUCTS INC	11.97
TOTAL FINANCE		11.97
FIRE		
0315455	COLE HARDWARE INC	44.02
0401804	DAVIS OIL INC	248.52
0920060	ITASCA COUNTY TREASURER	55.96
1200500	L&M SUPPLY	45.54
1908248	SHERWIN-WILLIAMS	152.31
TOTAL FIRE		546.35
INFORMATION TECHNOLOGY		
1500600	OPG-3 INC	7,995.00
TOTAL INFORMATION TECHNOLOGY		7,995.00
PUBLIC WORKS		
0121721	AUTO VALUE - GRAND RAPIDS	33.99
0221650	BURGGRAF'S ACE HARDWARE	102.96
0301685	CARQUEST AUTO PARTS	112.28
0315455	COLE HARDWARE INC	106.47
0318900	CRYTEEL TRUCK EQUIPMENT INC	49.30
0401804	DAVIS OIL INC	2,590.76
0514802	ENVIROTECH SERVICES INC	5,613.48
0800074	H & R CONSTRUCTION CO	4,753.25
0801836	HAWKINSON SAND & GRAVEL	1,130.80
0805655	HERNESS CONSTRUCTION CO	420.00
0920060	ITASCA COUNTY TREASURER	732.39
1000080	J T SERVICES OF MN INC	3,334.89
1201434	LAKE WOODS CHRYSLER	28.05
1301213	MARTIN'S SNOWPLOW & EQUIP	730.83
1421155	NUCH'S IN THE CORNER	15.00
1503150	OCCUPATIONAL DEVELOPMENT CTR	2,707.50
1615427	POKEGAMA LAWN AND SPORT	208.56

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 12/16/2019

VENDOR #	NAME	AMOUNT DUE

GENERAL FUND		
PUBLIC WORKS		
2000400	T J TOWING	310.00
2015825	MONROE TOWMASTER LLC	22,401.00
2209421	VIKING ELECTRIC SUPPLY INC	166.47
	TOTAL PUBLIC WORKS	45,547.98
FLEET MAINTENANCE		
0221650	BURGGRAF'S ACE HARDWARE	39.96
0301685	CARQUEST AUTO PARTS	23.88
0315455	COLE HARDWARE INC	6.38
0920060	ITASCA COUNTY TREASURER	84.25
1605740	PETROCHOICE HOLDINGS INC	840.57
1801615	RAPIDS WELDING SUPPLY INC	5.00
	TOTAL FLEET MAINTENANCE	1,000.04
POLICE		
0301685	CARQUEST AUTO PARTS	48.53
0409501	JOHN P. DIMICH	4,583.37
0920060	ITASCA COUNTY TREASURER	2,979.26
1200500	L&M SUPPLY	34.99
1201434	LAKE WOODS CHRYSLER	71.27
1305065	MEDTOX LABORATORIES INC	24.85
1920233	STREICHER'S INC	981.89
2000400	T J TOWING	110.00
	TOTAL POLICE	8,834.16
RECREATION		
1401060	NATIONAL ARBOR DAY FOUNDATION	30.00
	TOTAL RECREATION	30.00
CENTRAL SCHOOL		
0221650	BURGGRAF'S ACE HARDWARE	33.34
1605665	PERSONNEL DYNAMICS LLC	214.24
1901535	SANDSTROM'S INC	74.88
	TOTAL	322.46

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/16/2019

VENDOR #	NAME	AMOUNT DUE

AIRPORT		
0100035	ADB SAFEGATE AMERICAS LLC	1,229.54
0301685	CARQUEST AUTO PARTS	22.51
0315455	COLE HARDWARE INC	1.79
0504825	EDWARDS OIL INC	485.00
0718010	CITY OF GRAND RAPIDS	300.00
0801836	HAWKINSON SAND & GRAVEL	296.98
0920060	ITASCA COUNTY TREASURER	197.10
1105444	KELLER FENCE COMPANY	2,425.00
1301015	MACQUEEN EQUIPMENT INC	426.86
1303039	MCCOY CONSTRUCTION & FORESTRY	1,962.16
1401650	NARDINI FIRE EQUIPMENT CO INC	320.80
1608345	PHILS GARAGE DOOR	246.00
1612045	PLAGEMANNS LANDSCAPING INC	1,500.00
2018680	TRU NORTH ELECTRIC LLC	250.00
	TOTAL	9,663.74
CIVIC CENTER		
0104815	ADVANTAGE SYSTEMS GROUP	36.00
	TOTAL	36.00
GENERAL ADMINISTRATION		
0104815	ADVANTAGE SYSTEMS GROUP	18.00
0221650	BURGGRAF'S ACE HARDWARE	9.00
0501656	EARTHGRAINS COMPANY INC, THE	28.14
0715435	GOLD MEDAL PRODUCTS CO	409.95
0718010	CITY OF GRAND RAPIDS	1,700.00
0920021	ITASCA COMMUNITY COLLEGE	172.55
0920060	ITASCA COUNTY TREASURER	40.97
1200500	L&M SUPPLY	279.04
1309090	SUPERONE FOODS NORTH	103.65
1605611	PEPSI BEVERAGES COMPANY	1,641.33
1800655	R & R SPECIALTIES INC	206.90
1901535	SANDSTROM'S INC	3,213.72
1916118	SPARTAN PROMOTIONAL GROUP INC	710.49
2116600	UPPER LAKE FOODS INC	1,672.24
T000239	GRAND RAPIDS/GREENWAY SWIM	207.06
	TOTAL GENERAL ADMINISTRATION	10,413.04
CEMETERY		

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CITY OF GRAND RAPIDS
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INVOICES DUE ON/BEFORE 12/16/2019

VENDOR #	NAME	AMOUNT DUE

CEMETERY		
0718010	CITY OF GRAND RAPIDS	400.00
0920060	ITASCA COUNTY TREASURER	44.40
1200500	L&M SUPPLY	41.85
	TOTAL	486.25
DOMESTIC ANIMAL CONTROL FAC		
0920060	ITASCA COUNTY TREASURER	84.66
1401650	NARDINI FIRE EQUIPMENT CO INC	205.80
	TOTAL	290.46
TIF 1-10 RIVER HILLS APT		
1105530	KENNEDY & GRAVEN	19.00
	TOTAL	19.00
GENERAL CAPITAL IMPRV PROJECTS		
2010-5 MS RIVER PD BRIDGE		
1900225	SEH	9,463.00
	TOTAL 2010-5 MS RIVER PD BRIDGE	9,463.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-CIVIC CENTER		
0900055	ICS CONSULTING INC	1,250.00
	TOTAL CAPITAL OUTLAY-CIVIC CENTER	1,250.00
AIRPORT CAPITAL IMPRV PROJECTS		
2018 GA APRON CONSTRUCTION		
1900225	SEH	8,695.00
	TOTAL 2018 GA APRON CONSTRUCTION	8,695.00
7TH AVENUE BRIDGE REHABILITATN		
HORN BRIDGE REHAB		
1200800	LHB INC	3,906.65

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 12/16/2019

VENDOR #	NAME	AMOUNT DUE

	7TH AVENUE BRIDGE REHABILITATN HORN BRIDGE REHAB	
	TOTAL HORN BRIDGE REHAB	3,906.65
2018	INFRASST/CPT MNT IMP BONDS CAPITAL MAINT IMPRV PLAN	
	0401500 DAMBERG.SCOTT.GERZINA.WAGNER	80.73
	1415377 NORTHERN BUSINESS PRODUCTS INC	1,517.67
	TOTAL CAPITAL MAINT IMPRV PLAN	1,598.40
2019	INFRASTRUCTURE BONDS 2019-1 GLF COURSE RD UTIL EXT	
	1105530 KENNEDY & GRAVEN	44.45
	1900225 SEH	2,832.00
	TOTAL 2019-1 GLF COURSE RD UTIL EXT	2,876.45
2020	INFRASTRUCTURE BONDS 2019 STREET IMP PROJECT	
	1900225 SEH	527.46
	TOTAL 2019 STREET IMP PROJECT	527.46
STORM WATER UTILITY		
	0113219 AMERICAN ENGINEERING TESTING	2,801.40
	0113223 AMERICAN DETAILING	250.00
	0301705 CASPER CONSTRUCTION INC	45,245.75
	0401804 DAVIS OIL INC	1,061.17
	0718010 CITY OF GRAND RAPIDS	500.00
	0920060 ITASCA COUNTY TREASURER	151.99
	2000522 TNT AGGREGATES, LLC	1,650.00
	TOTAL	51,660.31
	TOTAL UNPAID TO BE APPROVED IN THE SUM OF:	\$ 191,776.02
CHECKS ISSUED-PRIOR APPROVAL		
	PRIOR APPROVAL	
	0104095 DALE ADAMS	68.44
	0114210 D. ANDERSON - CHANGE FUND	7,900.00
	0718015 GRAND RAPIDS CITY PAYROLL	350,561.07
	0718070 GRAND RAPIDS STATE BANK	65.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/16/2019

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0900060	ICTV	8,500.00
0920059	ITASCA COUNTY SHERIFFS DEPT	251.79
0920107	ITASCA SWCD	150.00
1105225	CITY OF KEEWATIN	2,673.98
1201402	LAKE COUNTRY POWER	46.66
1205095	LEAGUE OF MN INSURANCE TRUST	1,000.00
1305046	MEDIACOM LLC	136.90
1309199	MINNESOTA ENERGY RESOURCES	480.56
1309265	MN DEPT OF LABOR & INDUSTRY	90.00
1309362	MN DEPT OF TRANSPORTATION	40.00
1401705	CITY OF NASHWAK	1,509.71
1405550	NEOPOST USA INC	50.00
1601305	THOMAS J. PAGEL	939.34
1601750	PAUL BUNYAN COMMUNICATIONS	276.12
1609561	PIONEER TELEPHONE	10.19
1621125	PUBLIC UTILITIES COMMISSION	1,695.30
2000100	TASC	30.60
2205637	VERIZON WIRELESS	50.83
2209705	VISIT GRAND RAPIDS INC	28,664.70
2301700	WASTE MANAGEMENT OF MN INC	1,850.11
2305300	MATTHEW WEGWERTH	301.40
T001258	JOE JOHNSON & JANELLE PERRIZO	48,536.50
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$455,879.20
TOTAL ALL DEPARTMENTS		647,655.22



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0753 **Version:** 1 **Name:** CP 2014-2 Approve Jenkins Easement
Type: Agenda Item **Status:** Consent Agenda
File created: 11/26/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider approving a public service and infrastructure permanent easement from Larry Jenkins related to CP 2014-2, 2019 Street Improvements Project.

Sponsors:

Indexes:

Code sections:

Attachments: [Jenkins Easment Packet Signed](#)

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

Consider approving a public service and infrastructure permanent easement from Larry Jenkins related to CP 2014-2, 2019 Street Improvements Project.

Background Information:

CP 2014-2 will include road reconstruction and construction of a new parking lane along NE 7th Street. In order to properly complete the project, an easement is required from the property owner. The property owner has executed the necessary documents and the total cost for this easement is \$868.79. The documents are attached.

Staff Recommendation:

City staff is recommending approval of a public service and infrastructure permanent easement from Larry Jenkins related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue.

Requested City Council Action

Make a motion to approve a public service and infrastructure permanent easement from Larry Jenkins related to CP 2014-2, 2019 Street Improvements Project - 2nd Avenue.



October 25, 2019

Larry T. Jenkins
624 NE 9th Avenue
Grand Rapids, MN 55744

Dear Mr. Jenkins,

The City of Grand Rapids is proposing infrastructure improvements adjacent to your property. The construction includes removing the eastbound lane on 7th Street NE from 1st Avenue NE to 2nd Avenue NE, in effect making the street a one-way. Parking will be added on the north side of the street. As a result of this work, an easement will be required across part of the property owned by **Larry T. Jenkins**.

Enclosed are the documents needed to help facilitate this project.

First is the **Minimum Damage Acquisition Form** used by the City of Grand Rapids to establish value. This is for your information only and does not need to be returned

Second is the **Public Service and Infrastructure Easement**. Please review and verify the information in this document, especially the **name of the owner** and the **names/titles of those authorized to execute conveyances for property**. If the information currently shown on the document is correct, please have the authorized person or persons sign the document, have the document notarized, and return the document to me for recording. You may bring the document to our department for signatures, as our administrative assistant is a public notary.

Third is what we call the **Offer Letter**. Please review this document and if it is acceptable, **sign and return it**.

Fourth is form **W-9**, which is the request for taxpayer identification number and certification .

If you have any questions or would like to meet again to discuss the project, please call me at 218-326-7625 or by email at mwegwerth@ci.grand-rapids.mn.us. Thank you for your time and attention to this matter. I look forward to hearing from you.

Sincerely,

Matt Wegwerth, PE
City Engineer, City of Grand Rapids

Attachments: Minimum Damage Acquisition Form, Public Service and Infrastructure Easement, Temporary Easement Exhibit, Offer Letter, & W-9 Form



MEMO

DATE : October 25, 2019
TO : Tom Pagel – Grand Rapids City Administrator
FROM : Matt Wegwerth – Grand Rapids City Engineer
SUBJECT : Minimum Damage Acquisition

Infrastructure Improvements Project

Fee Owners: Larry T. Jenkins

Exhibit 1

Larry T. Jenkins

Parcel No. 91-585-3820

Existing Legal Description (Quit Claim Deed, Doc. No. A000679636)

Lot 7, Block 38, KEARNEY'S FIRST ADDITION, GRAND RAPIDS, MINNESOTA, according to the recorded plat thereof, Itasca County, Minnesota.

Public Service and Infrastructure Easement

A permanent easement for public service and infrastructure purposes over, under, and across Parcel 91-585-3820, said easement being legally described as follows:

The south 5.00 feet of Lot 7, Block 38, KEARNEY'S FIRST ADDITION, GRAND RAPIDS, MINNESOTA, according to the recorded plat thereof, Itasca County, Minnesota

Said easement contains 250 SF, more or less.

Purpose of Acquisition:

The purpose of the MDA is to estimate the effect on fair market value of the subject parcel with regard to a permanent easement adjacent to 7th Street NE. The need for the acquisition is for the reconstruction of 7th Street.

History of Ownership

The subject property is currently owned by Larry T. Jenkins, a single person.

Zoning Description

The subject property is currently zoned by the City of Grand Rapids as R-2, One and Two Family Residence.

Highest and Best Use:

Its highest and best is its present use with road reconstruction and minor grading.

Description of Acquisition:

A permanent easement for the widening of the road and grading.

Site Description after acquisition:

The property will essentially remain the same with an addition of minor grading. The disturbed areas will be seeded as needed after construction of the slopes.

Land Value:

Permanent Easement value is \$3.48 per sq. ft. x 250 sq. ft. =	<u>\$ 868.79</u>
Total	\$ 868.79

Rounded to

Total Value is \$ 868.79

Final Value Conclusion:

The new acquisition will not adversely affect the subjects' present or future value nor will it diminish the value of the remainder.

Approved: *Don Poyel*

Date: 10-28-19

PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT

THIS INDENTURE is made and entered into this 25 day of November, 2019, between **Larry T. Jenkins, a single person** hereinafter referred to as "Grantor," and the CITY OF GRAND RAPIDS, Minnesota, Municipal Corporation, and road authority, hereinafter referred to as "Grantee."

WITNESSETH:

WHEREAS, said Grantor is the owner of real property situated in Itasca County, Minnesota, described as follows, to-wit:

Parcel 91-585-3820
Existing Legal Description (Document A000679636)

Lot 7, Block 38, KEARNEY'S FIRST ADDITION, GRAND RAPIDS, MINNESOTA, according to the recorded plat thereof, Itasca County, Minnesota.

WHEREAS, Grantor has agreed to grant Grantee an easement for Road Reconstruction, Sidewalk and Utility purposes across said property.

NOW, THEREFORE, said Grantor, for other valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby grant and convey an easement unto the CITY OF GRAND RAPIDS, MN, as Grantee, for public service and infrastructure purposes, free and clear of all encumbrances, the below described real estate in the County of Itasca, State of Minnesota, and the said grantor for (himself) (his) (themselves) (their) heirs executors and assigns, does release the City of Grand Rapids, State of Minnesota, its successors and assigns, from all claims for any and all damages resulting to the lands contained within the permanent easement area as hereinafter described by reason of the location, grading, construction, maintenance, and use of public service and infrastructure and upon and the removal of materials from the premises hereby conveyed and from the uses incident thereto, and the City of Grand Rapids, State of Minnesota, shall have the right to use and remove all earth and materials contained within the permanent easement area as hereinafter described and the right to construct and maintain upon the lands contained within the permanent easement area as herein after described and the right to allow utilities within the easement more particular described as follows, to-wit:

Rights to be Acquired:

Parcel 91-585-3820

A permanent easement for public service and infrastructure purposes over, under, and across Parcel 91-585-3820, said easement being legally described as follows:

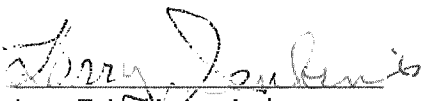
The south 5.00 feet of Lot 7, Block 38, KEARNEY'S FIRST ADDITION, GRAND RAPIDS, MINNESOTA, according to the recorded plat thereof, Itasca County, Minnesota

Containing 250 SF, more or less.

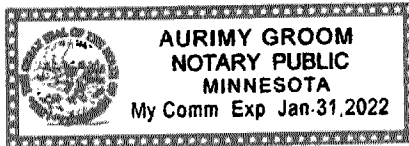
Easement Exhibit shown on attached EXHIBIT 1

IN WITNESS WHEREOF, said Grantor has caused this instrument to be executed on the day and year first above written.

GRANTOR: Larry T. Jenkins, a single person.



Larry T. Jenkins, a single person

STATE OF MINNESOTA)
COUNTY OF ITASCA) ss:



The foregoing instrument was acknowledged before me this 25 day of November, 2019, by **Larry T. Jenkins, a single person** Grantor.

(Notary Stamp or Seal)


Signature of Person Taking Acknowledgement

This conveyance is entitled to recording without payment of fee pursuant to Minnesota Statutes Section 386.77, it being for the benefit of the City of Grand Rapids, MN.

This instrument was drafted by: Sara Christenson, Short Elliott Hendrickson Inc. 21 NE 5th Street, Suite 200, Grand Rapids MN 55744 for the City of Grand Rapids, MN, 420 N Pokegama Avenue, Grand Rapids, MN 55744.

LOT 8

LOT 7

KEARNEY'S FIRST ADDITION
GRAND RAPIDS
BLOCK 38

91-585-3820

2ND AVENUE NE

WEST LINE OF LOT 7

EAST LINE OF LOT 7 /
WEST LINE OF 2ND AVENUE NE

5.00

50.00

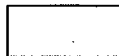
7TH STREET NE

NORTH RIGHT OF WAY LINE

PROPOSED PUBLIC SERVICE AND
INFRASTRUCTURE EASEMENT



PLATTED
LOT LINES



EASEMENT
PARCEL



PARCEL NUMBER	91-585-3820
OWNER	LARRY JENKINS
AREA OF PARCEL	6992 SF
ZONING	R-2
AREA OF PROPOSED PERMANENT EASEMENT	250 SF



Save: 10/23/2019 4:51 PM m:\hudec Plot: 10/24/2019 4:58 PM P:\F:\DIG\GRANR1486605-final-dgn\51-draw\grn110-Civil\card\dwg\exhibit\easements\hsect\JENKINS_91-585-3820.dwg



PHONE: 218.322.4500
21 NE 5TH ST STE 200
GRAND RAPIDS, MN 55744
www.sehinc.com

FILE NO.
GRANR148660

DATE:
10/24/2019

LARRY JENKINS
EASEMENT EXHIBIT
GRAND RAPIDS, MINNESOTA

EXHIBIT
NO. 1



OFFER LETTER

October 25, 2019

Larry T. Jenkins
624 NE 9th Avenue
Grand Rapids, MN 55744

RE: Purchasing Public Service and Infrastructure Easement

Dear Mr. Jenkins

The City of Grand Rapids hereby submits to you an offer of **\$868.79**, which is the amount of the appraised market value of the above referenced property and/or certain rights therein, as contained in "PUBLIC SERVICE AND INFRASTRUCTURE EASEMENT" attached hereto, disregarding any change in the before value of the property caused by the Grand Rapids Infrastructure Improvements project.

The City's appraisal of market value is based on information compiled from the Itasca County Assessors Office and/or an independent appraiser. This purchase offer does not prohibit you from donating the land necessary to complete this project.

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

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

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

Also the City is required to obtain a completed W-9 when it compensates any individual or company more than \$600 in a calendar year. At the end of the year, you will then receive a 1099-S reporting the

proceeds you received from the City. You may need to report some of the proceeds on your tax return. Your tax preparer will know what tax consequences you may have as a result of this income. If you or your accountant would like to further discuss this information, you should contact Barb Baird, Finance Director, at 218.326.7615

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

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

Sincerely,

By: Matt Wegwerth, PE
City Engineer

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

Larry T. Jenkins



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	19-0756	Version:	1	Name:	Consider adopting a resolution establishing 2020 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.
Type:	Agenda Item	Status:			Consent Agenda
File created:	11/27/2019	In control:			City Council
On agenda:	12/16/2019	Final action:			
Title:	Consider adopting a resolution establishing 2020 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	2020 Compensation Resolution Proposed 2020 Salary Adjustments				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution establishing 2020 compensation for City of Grand Rapids Exempt & Non-Exempt Non-Represented Employees.

Background Information:

We have collective bargaining agreements with five bargaining units where we have agreed to a 2020 wage increase of 2.75%. In the past, we have tried to keep pay increases consistent to avoid compression issues amongst the different classifications. Attached is a resolution along with a spreadsheet indicating the recommended wage increases for the City of Grand Rapids' Exempt and Non-Exempt Non-Represented employees. The recommended increases include a 2.75% cost of living adjustment as well as some longevity pay recommendations. Since the compensation study was completed in 2012, we have been trying to move employees through the position pay grade assignments in order to avoid compression issues.

We have also made changes to the Extended Medical Benefit accrual with the bargaining units, and would like to add the following to the Exempt & Non-Exempt Non-Represented Employees:

As Provided and defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

8 days per year (64 hours per year, 2.4616 hours per 80 hour pay period).

January 1, 2020 employees currently employed by the City of Grand Rapids will received a one-time deposit of 80 hours of EMB time placed into their EMB bank. Any employee who is newly hired with the City of Grand Rapids after January 1, 2020 will receive 80 hours of EMB time place into his/her EMB bank at the time of hire.

Staff Recommendation:

Attached is a resolution along with a spreadsheet indicating the recommended increases for 2020. We are recommending that the regular City employees who are in collective bargaining agreements with the City, part-time, seasonal and temporary are specifically excluded from this recommendation, as they will be addressed in separate proposals.

This is a budgeted request.

Requested City Council Action

Make a motion to adopt a resolution establishing 2020 compensation for City of Grand Rapids Exempt & Non-Exempt, Non-Represented Employees.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION No. 19-

**ESTABLISHING COMPENSATION AND BENEFITS FOR
CITY OF GRAND RAPIDS
NON-REPRESENTED EMPLOYEES**

WHEREAS, the Grand Rapids City Council has established that employment with the City of Grand Rapids should be attractive from a career perspective and that the compensation and benefit plan for the City of Grand Rapids' non-represented employees shall be founded on the principle of equitable and adequate compensation and benefits; and further, that said compensation and benefit plan shall be as competitive as possible in the judgment of the City in order to attract and retain people of the highest caliber so that the citizens of Grand Rapids can be assured that their best interests are being served; and,

WHEREAS, the City of Grand Rapids' past practices provide that adjustments to salary schedules are generally made on January 1st and are based on such factors as changes in the cost-of-living, labor markets, recruiting experience, financial condition of the City, reclassification studies, etc.; and

WHEREAS, the City has ratified all contracts with the City's bargaining units through December 31, 2022; and,

WHEREAS, the City has not adjusted salaries for non-represented employees for the period January 1, 2020 through December 31, 2020; and

WHEREAS, the City Administrator has evaluated all Department Heads and has determined that they all have either met or exceeded their job requirements; and

NOW, THEREFORE BE IT RESOLVED that the exempt and non-exempt non represented staff receive a cost of living adjustment of 2.75% of their base salary as well as other adjustments as indicated on the attached spreadsheet. Fire Department and Hospital Security personnel will receive a 2.75% increase. All increases will be effective January 1, 2020.

NOW, THEREFORE BE IT ALSO RESOLVED that the Personnel Policy Manual will reflect the following changes:

Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

Days Per Year	Hours Per Year	Hours Per 80 hour Pay Period
8	64	2.4616

January 1, 2020 employees currently employed by the City of Grand Rapids will receive a one-time deposit of 80 hours of EMB time placed into their EMB bank.

Any employee who is newly hired with the City of Grand Rapids after January 1, 2020 will receive 80 hours of EMB time placed into his/her EMB bank at the time of hire.

BE IT FINALLY RESOLVED that regular City employees who are in collective bargaining agreements with the City, part-time, temporary and seasonal employees, and elected officials are specifically excluded from this resolution. Pay increases for union employees are governed by their collective-bargaining agreements, and all other 2020 salary increases will have already been approved by the City Council.

Adopted this 16th day of December, 2019.

Dale Adams, Mayor

ATTEST:

Kimberly Gibeau, City Clerk

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

Proposed 2020 Salary Adjustments					Percent Increase		2.75%		
Department	Title	Grade	2020 Years in position	2020 Minimum	2020 Midpoint	2020 Maximum	2019 Actual	2020 Proposed	
Golf	Assist. Super/Equip. Super.	4		36,873.12	41,032.38	46,856.89			Vacant
Information Technology	Network Technician	8	9	48,332.81	53,784.74	61,419.83	57,228.64	60,111.13	Step Increase
Community Development	Community Dev. Specialist	9	15	51,716.03	57,549.60	65,719.22	63,966.24	65,725.31	No step
Public Works	Facilities Maint. Manager	10		55,336.08	61,578.00	70,319.56			Vacant
Community Development	Building/Fire Inspector	10		55,336.08	61,578.00	70,319.56			Vacant
Community Development	Building Inspector	10	4	55,336.08	61,578.00	70,319.56	59,929.93	61,578.00	No step
Library	Assistant Library Director	11	12	59,209.52	65,888.38	75,241.93	73,228.16	75,241.93	No step
Golf	Director of Golf	11	31	59,209.52	65,888.38	75,241.93	73,228.16	75,241.93	No step
Finance	Assistant Finance Director	12	10	63,354.12	70,500.49	80,508.86	72,070.75	80,508.86	Step Increase
Public Works	Street Superintendent	13	1	67,788.83	75,435.44	86,144.48	75,000.00	77,062.50	No step
Library	Director of Library	13	1	67,788.83	75,435.44	86,144.48	76,693.14	78,802.20	No step
Community Development	Building Official/Fac. Mngr.	13	7	67,788.83	75,435.44	86,144.48	80,000.00	82,200.00	No step
Administration	Director Human Resource	13	12	67,788.83	75,435.44	86,144.48	83,838.91	86,144.48	No step
Parks & Recreation	Director of Parks/Recreation	13	20	67,788.83	75,435.44	86,144.48	83,838.91	86,144.48	No step
Police	Assist. Chief of Police	14	9	72,533.97	80,715.86	92,174.60	85,884.64	90,210.54	Step Increase
Information Technology	Director of IT	14	11	72,533.97	80,715.86	92,174.60	89,707.64	92,174.60	No step
Engineering	City Engineer	15		77,611.27	86,365.89	98,626.82			Vacant
Community Development	Director of Comm. Dev.	15	18	77,611.27	86,365.89	98,626.82	95,987.17	98,626.82	No step
Finance	Director of Finance	15	11	77,611.27	86,365.89	98,626.82	95,987.17	98,626.82	No step
Public Works/Eng	Director of Public Works	16	1	83,043.98	92,411.42	105,530.70	95,516.93	98,143.65	No step
Administration	City Attorney	16	2	83,043.98	92,411.42	105,530.70	102,000.00	104,805.00	Per contract
Police	Chief of Police	16	5	83,043.98	92,411.42	105,530.70	102,706.28	105,530.70	No step
Administration	City Administrator	18	7	95,076.91	105,801.69	120,822.10	120,606.60	123,923.28	Per contract



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0759 **Version:** 1 **Name:** Completion of Introductory Period for Street Superintendent Kevin Koetz.
Type: Agenda Item **Status:** Consent Agenda
File created: 11/27/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider completion of Introductory Period for Street Superintendent Kevin Koetz.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider completion of Introductory Period for Street Superintendent Kevin Koetz.

Background Information:

Kevin Koetz, Street Superintendent, was hired on May 1, 2019. An *End of Introductory Period Review Form* was completed by Director of Public Works/City Engineer Matt Wegwerth. Through that evaluation, it was determined that Kevin's performance is either meeting or exceeding the job requirements.

Pursuant to the City's Personnel Policy, *Upon successful completion of the introductory period of service, an employee is granted permanent status in that position.* Matt has found that Kevin is doing a great job. Mr. Wegwerth, in accordance with the Policy, has recommended to the Council he be granted permanent status.

Staff Recommendation:

Director of Public Works/City Engineer, in accordance with the policy, is recommending to the City Council that Kevin Koetz be granted permanent status in the position of Street Superintendent.

Requested City Council Action

Make a motion to consider granting permanent status to Kevin Koetz in his position of Street Superintendent effective November 1, 2019.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0760 **Version:** 1 **Name:** Grand Itasca Sports Medicine
Type: Agenda Item **Status:** Consent Agenda
File created: 11/27/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider entering into an Agreement with Grand Itasca Clinic and Hospital for Sports Medicine Services.

Sponsors:

Indexes:

Code sections:

Attachments: [Grand Itasca](#)

Date	Ver.	Action By	Action	Result
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Consider entering into an Agreement with Grand Itasca Clinic and Hospital for Sports Medicine Services.

Background Information:

For several years, Grand Itasca Clinic and Hospital has provided Sports Medicine Services for our High School Hockey teams. The cost of these services is covered in our Facility Agreement with ISD 318. The Agreement is attached for your review.

Staff Recommendation:

City staff recommends entering into an Agreement with Grand Itasca Clinic and Hospital for Sports Medicine Services.

Requested City Council Action

Make a motion to enter into an Agreement with Grand Itasca Clinic and Hospital for Sports Medicine Services.



*Part of Fairview
Health Services*

AGREEMENT
BETWEEN THE GRAND RAPIDS IRA CIVIC CENTER
AND GRAND ITASCA CLINIC & HOSPITAL
FOR SPORTS MEDICINE SERVICES

The following is an agreement between the Grand Rapids IRA Civic Center (hereinafter referred to as Civic Center) and Grand Itasca Clinic & Hospital Rehabilitation Services Department (hereinafter referred to as GIRSD). This agreement is for the period of November 15th, 2019 through April 30th, 2020.

I. GIRSD SPORTS MEDICINE AGREES:

- a. To provide a certified athletic trainer and/or licensed physical therapist who is registered/licensed in the State of Minnesota for the 2019-2020 academic year. Specific services are described in the attached Exhibit A.
- b. To direct the care of injured student athletes in accordance with established GIRSD Sports Medicine protocols and practices.
- c. GIRSD Sports Medicine does not seek any exclusive agreement with CIVIC CENTER, either explicit or implicit, to provide sports medicine services not available at the CIVIC CENTER. The commitment by GIRSD Sports Medicine to make such services readily available does not obligate CIVIC CENTER student athletes to utilize GIRSD Sports Medicine for the same.

II. CIVIC CENTER AGREES:

- a. To recognize the authority of the athletic trainer or physical therapist within the scope and limits of their profession and availability, to direct the care of injured CIVIC CENTER athletes and to determine the type(s) of treatment required and readiness of CIVIC CENTER athletes to participate safely in athletics.
- b. To provide all necessary supplies and space needed for GIRSD Sports Medicine services described in this agreement.
- c. To appoint the Civic Center Manager as the liaison(s) with GIRSD Sports Medicine for sports medicine services.
- e. Civic Center Manager shall ascertain that the GIRSD Sports Medicine health history

and consent for treatment forms are to each student athlete and returned prior to and as a condition for participation in school sports programs.

f. Civic Center Manager shall ascertain that the coaching staffs respect the GIRSD Sports Medicine staff's assessments regarding student athletes' readiness to participate safely in sports.

g. Civic Center Manager shall determine the need for and arrange logistics of in-services/continuing education in sports medicine for the coaching staffs/student trainers.

h. To acknowledge in all home game programs/rosters that sports medicine services are provided by GIRSD Sports Medicine and place GIRSD banners.

i. Compensation to GIRSD by CIVIC CENTER to be in accordance with Exhibit B.

IV. MUTUAL AGREEMENTS:

- a. Nothing contained in this agreement shall be construed as in any manner creating a relationship of joint venture or co-partnership between the parties, which are and shall remain independent contractors with respect to all actions performed pursuant to this agreement. The GIRSD Sports Medicine trainers, physical therapists, and physicians, while performing services under this agreement, shall be and remain employees of GIRSD Sports Medicine and not of CIVIC CENTER.
- b. GIRSD Sports Medicine will select the employees providing services under this agreement subject, however, to the right of CIVIC CENTER to approve anyone so selected and to ask for individual replacement should CIVIC CENTER deem the services being provided to be unacceptable.
- c. Each party agrees to indemnify, defend and hold harmless the other and its *officers*, agents and employees, from and against all claims, losses, *costs*, damages, and expenses to the extent resulting from or arising in connection with (a) any breach of this agreement by the indemnifying party, or (b) any actual or alleged malpractice or negligent act or omission by the indemnifying party, its agents or personnel.
- d. Each party will at its expense, maintain professional and general liability insurance, in an amount commonly maintained by comparable institutions and practitioners in the area, covering its entity and individuals rendering services under this agreement.
- e. Both parties agree to review this agreement prior to the end of the school year and to negotiate any modifications of the agreement. This agreement will automatically renew each year if unless modifications are identified.
- f. Either party may terminate this agreement at any time for cause by giving the other party 60 days written notice of termination. Cause will include the failure of a party to comply with the terms of this agreement or any action or activity by either party which would adversely affect the reputation of the other party.

EXHIBIT A

Specific duties of the trainer shall include but not limited to the following:

- a. To be on duty at the training room as requested. Daily duties include, but are not limited to, preventive care, assessments and treatment of injuries, rehabilitation of injuries and assessment of readiness for sports participation, in accordance with established protocols and under the medical supervision of the team physician. Game coverage with emphasis on collision and/or high risk for injury sports with the schedule mutually agreed upon prior to the start of the season.
- b. To keep an inventory and to arrange for procurement of necessary trainer's equipment and supplies.
- c. To act as the primary liaison between IRA Civic Center athletes, coaching staff, and other health care providers in all matters pertaining to evaluation and treatment of sports-related injuries and health problems.
- d. To carry out on-site evaluation and immediate care of injuries/health problems in accordance with standard sports medicine practices and GIRSD Sports Medicine protocols. Evaluation includes determination of the athlete's readiness to continue/resume play.
- e. To arrange for further evaluation and care in accordance with the standard sports medicine practices and GIRSD Sports Medicine protocols.
- f. To carry out preventative and rehabilitative care under the direction of the team physician(s) and physical therapist(s) and in accordance with standard sports medicine practices and GIRSD Sports Medicine protocols.
- g. To report to the coaching staff on a regular basis with regard to student athletes' readiness to play and status of all student athletes being evaluated or treated for any injury/health problem.
- h. To communicate with the team physician(s) on a regular basis with regard to student athletes' readiness to play and status of all athletes being evaluated or treated for any injury/health problem.

EXHIBIT B

Consideration and Terms of Payment:


Consideration for all services performed and goods or materials supplied by GIRSD pursuant to this contract shall be paid by CIVIC CENTER as follows:

- Compensation of forty Dollars (\$40.00) per hour.
- Payment shall be made by CIVIC CENTER promptly after presentation of invoices for services performed and acceptance of such services by CIVIC CENTER authorized representative. All services provided by GIRSD pursuant to this contract shall be performed to the satisfaction of CIVIC CENTER, as determined at the sole discretion of its authorized representative, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. GIRSD shall not receive payment for work found to be unsatisfactory or performed in violation of any applicable federal, state, or local law, ordinance, rule or regulation. Invoices shall be presented by GIRSD to CIVIC CENTER according to the following schedule:
- Invoice will be provided by GIRSD to CIVIC CENTER following the conclusion of each month of the winter sports season.

Grand Rapids IRA Civic Center
1401 NW 3rd Ave
Grand Rapids, MN 55744

Grand Rapids Clinic & Hospital
1601 Golf Course Road
Grand Rapids, MN 55744

Dale Adams
Mayor City of Grand Rapids


Jean MacDonell, MBA, RHIA
President & CEO



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0765 **Version:** 1 **Name:** 2019 Levy/Payable 2020 & 2020 Budgets
Type: Agenda Item **Status:** Consent Agenda
File created: 12/3/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider approving resolutions adopting the 2019 Tax Levy Payable 2020, 2020 General Fund Budgets, 2020 Special Revenue Budgets and 2020 Enterprise Budgets.

Sponsors:

Indexes:

Code sections:

Attachments: [2020 Budget Resolutions](#)

Date	Ver.	Action By	Action	Result
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Consider approving resolutions adopting the 2019 Tax Levy Payable 2020, 2020 General Fund Budgets, 2020 Special Revenue Budgets and 2020 Enterprise Budgets.

Background Information:

The City Council and staff have been working on the 2020 budgets since early 2019. The 2019 tax levy payable in 2020 and the City budgets were discussed at the public forum on Monday, December 2, 2019. The City was able to keep the levy increase at a minimum at approximately 1.96%, due to the City receiving an additional \$175,000 in Local Government Aid in 2020.

We are requesting the Council adopt the resolutions listed to approve a tax levy for 2019 payable in 2020 and the 2020 budgets for the General Fund, Special Revenue Funds and Enterprise Funds.

Staff Recommendation:

Staff recommends approving resolutions adopting the 2019 Tax Levy Payable 2020, 2020 General Fund Budgets, 2020 Special Revenue Budgets and 2020 Enterprise Budgets.

Requested City Council Action

Make a motion approving resolutions adopting the following:

- * 2019 Tax Levy Payable 2020, the 2020 General Fund Revenue and Expenditures Budget,
- * 2020 Special Revenue Fund Budgets for the Library, Cemetery, Grand Rapids Economic Development Authority, Civic Center, Grand Rapids/Itasca County Airport, Police Forfeiture Fund, Haz-Mat Response Fund, Domestic Animal Control Facility, and Central School,
- * 2020 Enterprise Fund Budgets for the Pokegama Golf Course and Storm Water Utility Funds.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 19-

A RESOLUTION APPROVING THE FINAL 2019 TAX LEVY
PAYABLE IN 2020

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, levies the following sums of money for the current year 2019 collectible in 2020, upon the taxable property in the City of Grand Rapids, for the following purposes:

General Fund	\$4,931,764
Library Fund	702,687
Cemetery	200,313
Internal Loan-Public Works Equipment	179,000
Abatement Levies	25,000
GREDA	60,000
2009C Improvement Bonds	301,601
Debt Study Reduction	(130,000)
2010A Improvement Bonds	58,648
2011B Improvement Bonds	57,848
2012 Improvement Bonds	128,985
2013A Refunding Bonds	99,101
2013B Reconstruction Bonds	110,350
2014A Reconstruction Bonds	241,580
2016A Reconstruction Bonds	152,179
2017A Reconstruction Bonds	171,870
2017B Refunding Bonds	226,959
2018A St Recon & CIP Bonds	142,785
2019A Improvement Bonds	<u>133,000</u>

TOTAL LEVY TO BE CERTIFIED \$7,793,670

Adopted this 16th day of December 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 19-

A RESOLUTION ADOPTING THE 2020
GENERAL FUND REVENUE AND EXPENDITURE BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following General Fund Revenue and Expenditure budget for 2020:

REVENUES

Taxes	\$4,931,764
Payment in Lieu of Taxes	913,000
Licenses and Permits	291,322
Intergovernmental	2,269,642
Charges for Services	990,054
Fines and Forfeits	62,132
Miscellaneous Revenue	73,060
Other Financing Sources	<u>3,500</u>
TOTAL REVENUE	<u>\$9,534,474</u>

EXPENDITURES

Administration	\$ 629,696
Building Maintenance	230,610
Community Development	605,053
Council/Boards	94,494
Finance	556,810
Fire	738,276
Fleet Maintenance	268,597
Information Technology	283,633
Police	3,180,610
Public Works	2,131,778
Recreation	94,945
City Wide	217,025
Transfers	415,447
Fund Balance Payback	<u>87,500</u>
TOTAL EXPENDITURES	<u>\$9,534,474</u>

Adopted this 16th day of December 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 19-

A RESOLUTION ADOPTING THE 2020 SPECIAL REVENUE FUND
PUBLIC LIBRARY REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund-Public Library revenue and expenditures budget for 2020:

REVENUES:	
Taxes	\$702,687
Intergovernmental	128,000
Charges for Services	43,882
Fines & Forfeits	12,000
Miscellaneous	22,300
Other Sources	<u>6,241</u>
TOTAL REVENUES	<u>\$915,110</u>
EXPENDITURES:	
Personnel	\$696,884
Supplies and Materials	82,476
Other Charges and Services	<u>135,750</u>
TOTAL EXPENDITURES	<u>\$915,110</u>
Revenue over Expenditures	<u>\$ 0</u>

Adopted this 16th day of December 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 19-

A RESOLUTION ADOPTING THE 2020 SPECIAL REVENUE FUND
CEMETERY REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopted the following Special Revenue Fund – Cemetery revenue and expenditures budget for 2020:

REVENUES:

Taxes	\$200,313
Charges for Services	39,269
Miscellaneous	<u>2,209</u>
Total Revenue	<u>\$241,791</u>

EXPENDITURES:

Personnel	\$183,501
Supplies & Materials	14,600
Other Charges	<u>43,690</u>
Total Expenditures	<u>\$241,791</u>

EXCESS REVENUE OVER EXPENDITURES \$ 0

Adopted this 16th day of December 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 19-

A RESOLUTION ADOPTING THE SPECIAL REVENUE FUND
ECONOMIC DEVELOPMENT AUTHORITY 2020 REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund – Economic Development Authority revenue and expenditures budget for 2020:

REVENUES:

Miscellaneous	\$ 400
Fund Balance Usage	<u>15,050</u>
Total Revenue	<u>\$15,450</u>

EXPENDITURES:

Supplies & Materials	\$ 50
Other Charges	<u>15,400</u>
Total Expenditures	<u>\$ 15,450</u>
Excess Revenue over Expenditures	<u>\$ 0</u>

Adopted this 16th day of December, 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 19-

A RESOLUTION ADOPTING THE 2020 SPECIAL REVENUE FUND-CIVIC CENTER
REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopt the following Special Revenue Fund – Civic Center revenue and expenditures budget for 2020:

REVENUES:

Charges for Services	\$109,500
Miscellaneous	<u>663,800</u>
Total Revenue	<u>\$773,300</u>

EXPENDITURES:

Personnel	\$375,926
Supplies & Materials	83,100
Other Charges	<u>303,583</u>
Total Expenditures	<u>\$762,609</u>

EXCESS REVENUE OVER EXPENDITURES \$ 10,691

Adopted this 16th day of December 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 19-

A RESOLUTION ADOPTING THE 2020 REVENUE AND EXPENDITURES BUDGET FOR THE GRAND RAPIDS/ITASCA COUNTY AIRPORT

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following revenue and expenditures budget for the Grand Rapids/Itasca County Airport for 2020:

REVENUES:

Intergovernmental	\$ 86,231
Charges for Services	5,300
Miscellaneous Revenue	117,212
Other Sources	<u>20,000</u>
Total Revenue	<u>\$228,743</u>

EXPENDITURES:

Personnel	\$ 88,109
Supplies & Materials	16,650
Other Charges	<u>123,984</u>
Total Expenditures	<u>\$228,743</u>

EXCESS REVENUE OVER EXPENDITURES \$ 0

Adopted this 16th day of December 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 19-

A RESOLUTION ADOPTING THE 2020 SPECIAL REVENUE FUND
POLICE DESIGNATED FORFEITURES REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund – Police Designated Forfeitures revenue and expenditures budget for 2020:

REVENUES:

Intergovernmental	\$ 8,000
Miscellaneous	500
Fund Balance Usage	<u>17,000</u>
Total Revenue	<u>\$25,500</u>

EXPENDITURES:

Supplies & Materials	3,500
Other Charges	2,000
Capital Outlay	<u>20,000</u>
Total Expenditures	<u>\$25,500</u>

EXCESS REVENUE OVER EXPENDITURES	<u>\$ 0</u>
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Adopted this 16th day of December 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 19-

A RESOLUTION ADOPTING THE 2020 SPECIAL REVENUE FUND
STATE HAZMAT RESPONSE TEAM REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund – State Hazmat Response Team revenue and expenditures budget for 2020:

REVENUES:

Intergovernmental	<u>\$60,000</u>
Total Revenue	<u>\$60,000</u>

EXPENDITURES:

Personnel	\$26,200
Supplies & Materials	13,800
Other Charges	<u>20,000</u>
Total Expenditures	<u>\$60,000</u>

EXCESS REVENUE OVER EXPENDITURES	<u>\$ 0</u>
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Adopted this 16th day of December 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 19-

A RESOLUTION ADOPTING THE 2020 SPECIAL REVENUE FUND
DOMESTIC ANIMAL CONTROL FACILITY REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Special Revenue Fund-Domestic Animal Control Facility revenue and expenditures budget for 2020:

REVENUES:	
Fines & Fees	\$ 39,000
Operating Transfer In	<u>31,717</u>
TOTAL REVENUES	<u>\$ 70,717</u>
EXPENDITURES:	
Personnel	\$ 49,172
Supplies and Materials	3,500
Other Charges and Services	<u>18,045</u>
TOTAL EXPENDITURES	<u>\$ 70,717</u>
EXCESS REVENUE OVER EXPENDITURES	<u>\$ 0</u>

Adopted this 16th day of December 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO 19-

A RESOLUTION ADOPTING THE 2020 SPECIAL REVENUE FUND
CENTRAL SCHOOL REVENUE AND EXPENDITURES BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopted the following Special Revenue Fund – Central School revenue and expenditures budget for 2020:

REVENUES:

Miscellaneous	\$ 74,100
Operating Transfer In	<u>39,620</u>

Total Revenue	\$ <u>113,720</u>
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EXPENDITURES:

Supplies & Materials	\$ 2,500
Other Charges	<u>111,220</u>

Total Expenditures	\$ <u>113,720</u>
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EXCESS REVENUE OVER EXPENDITURES	\$ <u>0</u>
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Adopted this 16th day of December 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 19-

A RESOLUTION ADOPTING THE 2020 ENTERPRISE FUND-
POKEGAMA GOLF COURSE
REVENUE AND EXPENSE BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Enterprise Fund Pokegama Golf Course revenue and expense budget for 2020:

REVENUES:	
Charges for Services	\$598,578
Miscellaneous Revenue	<u>31,300</u>
Total Revenues	<u>\$629,878</u>
EXPENSES:	
Personnel	\$250,894
Supplies and Materials	49,700
Other Charges and Services	194,396
Depreciation Expense	<u>102,065</u>
Total Expenses	<u>\$596,815</u>
Net Income/(Loss)	<u>\$ 32,823</u>

Adopted this 16th day of December 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 19-

A RESOLUTION ADOPTING THE 2020 ENTERPRISE FUND-
STORM WATER UTILITY
REVENUE AND EXPENSE BUDGET

BE IT RESOLVED, that the City Council of the City of Grand Rapids, County of Itasca, Minnesota, adopts the following Enterprise Fund Storm Water Utility revenue and expense budget for 2020:

REVENUES:	
Licenses & Permits	\$2,000
Charges for Services	685,000
Miscellaneous Revenue	<u>0,000</u>
Total Revenues	<u>\$687,000</u>
EXPENSES:	
Personnel	\$372,346
Supplies and Materials	56,000
Other Charges and Services	196,654
Depreciation Expense	<u>62,000</u>
Total Expenses	<u>\$687,000</u>
Net Income/(Loss)	<u>\$ -0-</u>

Adopted this 16th day of December, 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

Councilmember seconded the forgoing 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 #: 19-0766 **Version:** 1 **Name:** Theatre License
Type: Agenda Item **Status:** Consent Agenda
File created: 12/3/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider approving theatre license renewal for Mann Theatres Inc. for the period of January 1, 2020 through December 31, 2020, contingent upon receipt of fees and documentation.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving theatre license renewal for Mann Theatres Inc. for the period of January 1, 2020 through December 31, 2020, contingent upon receipt of fees and documentation.

Background Information:

Mann Theatres operates a cinema with eight (8) screens. License renewal is required for each calendar year.

Staff Recommendation:

Staff recommend approval with contingency.

Requested City Council Action

Make a motion to approve renewal of theatre license for Mann Theatre Inc. for the 2020 calendar year.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0767 **Version:** 1 **Name:** Taxi Cab renewals
Type: Agenda Item **Status:** Consent Agenda
File created: 12/3/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider approving 2020 Taxi license for Rapid Taxi, contingent upon receipt of required documentation, fees and satisfactory vehicle inspections.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving 2020 Taxi license for Rapid Taxi, contingent upon receipt of required documentation, fees and satisfactory vehicle inspections.

Background Information:

Rapid Taxi is required to renew licensing each year. The Grand Rapids Police Department conducts taxi inspections and each vehicle is required to be compliant prior to licensing.

Staff Recommendation:

Recommend approval with contingency.

Requested City Council Action

Make a motion approving 2020 Taxi license for Rapid Taxi, contingent upon receipt of required documentation, fees and satisfactory vehicle inspections.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0768 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 12/3/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider approving Memorandum of Understanding between the City of Grand Rapids and International Union of Operating Engineers, Local No. 49 - Public Works Union.

Sponsors:

Indexes:

Code sections:

Attachments: [Memorandum of Understanding - EMB](#)

Date	Ver.	Action By	Action	Result
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Consider approving Memorandum of Understanding between the City of Grand Rapids and International Union of Operating Engineers, Local No. 49 - Public Works Union.

Background Information:.00)

In the 2020-2022 bargaining agreement with the Public Works Union, the following language was inadvertently omitted from the contract:

- The Parties agreed to add the following language to Article 11 - Flexible Time Off:

Section 11.4. Extended Medical Benefit (EMB) Accrual. As provided and defined in the Employer's Flexible Time Off Plan, as incorporated into the Employer's Personnel Policies, Extended Medical Benefit (EMB) shall accrue according to the following schedule:

Days/Year	Hours/Year	Hours/80 hour Pay Period
8	64	2.4616

January 1, 2020 employees currently employed by the City of Grand Rapids will receive a one-time deposit of 80 hours of EMB time placed into their EMB bank.

Any employee who is newly hired with the City of Grand Rapids after January 1, 2020 will receive 80 hours of EMB time placed into his/her EMB bank at the time of hire.

Staff Recommendation:

Director of Human Resources Lynn DeGrio is recommending the approval of the Memorandum of Understanding between the City of Grand Rapids and International Union of Operating Engineers, Local No. 49 - Public Works Union.

Requested City Council Action

Make a motion to adopt the Memorandum of Understanding between the City of Grand Rapids and International Union of Operating Engineers, Local No. 49 - Public Works.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0769 **Version:** 1 **Name:** 2019 Delinquent SWU Properties
Type: Agenda Item **Status:** Consent Agenda
File created: 12/3/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

Sponsors:

Indexes:

Code sections:

Attachments: [Storm water util delqnt to county 2019](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

Background Information:

The City is utilizing the service of the Grand Rapids Public Utilities for the billing. On a quarterly basis, they provide us the City with a list of delinquent accounts. We currently have a list of delinquent accounts through November 29, 2019. These delinquent balances can be added to the property owner's tax statement as an assessment. The County Auditor requires a resolution from the City Council directing them to add these to delinquencies to the tax statement. A letter was sent to all property owners with the delinquent balances giving them the opportunity to pay before it is sent to the County Auditor.

Staff Recommendation:

Staff recommends adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

Requested City Council Action

Make a motion adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent tax owners.

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

RESOLUTION NO. 19-

A RESOLUTION AUTHORIZING THE ITASCA COUNTY AUDITOR TO ASSESS
DELINQUENT STORM WATER UTILITY CHARGES TO THE PROPERTY TAX
STATEMENT OF DELINQUENT PROPERTY TAX OWNERS PER EXHIBIT A

WHEREAS, the Grand Rapids City Council adopted the Storm Water Utility Ordinance #04-08-10 on August 9, 2004 for implementation beginning January 1, 2005, and

WHEREAS, beginning on that date, City residents, commercial property, industrial and institutional property have been charged a fee for storm water management based on a fee schedule approved by the City Council, and

WHEREAS, the Grand Rapids Public Utilities is providing the City with a list of delinquent accounts, and

WHEREAS, the Section 70.203 (f) and (g) of the Ordinance states a penalty for late payment is 10% of the amount past due and past due fees and penalty can be certified to the County Auditor for collection with real estate taxes in the next year,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the County Auditor to assess the delinquent storm water utility charges to the property tax statement of the delinquent property tax owners identified in Exhibit A.

Adopted this 16th day of December 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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

EXHIBIT A

DELINQUENT STORM WATER UTILITY CHARGES TO BE ASSESSED AGAINST THE FOLLOWING PARCELS

Parcel Numbers	With 10% Penalty
910033200	3306.25
910054410	36.30
910054413	108.90
910054414	37.40
910172205	108.90
910332206	468.24
910344404	81.95
910352412	81.95
910353311	81.95
910353404	81.95
910353422	45.65
914107110	27.78
914251720	108.90
914510031	81.95
914510101	81.95
915410202	92.40
915550720	108.90
915551180	91.30
915650022	337.67
915851340	99.00
915851525	41.80
915853445	70.13

916001660	108.90
916200040	79.75
916200041	85.25
916501750	81.95
916630230	116.90
916843000	81.95
917070110	46.20
917201430	36.30



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0771 **Version:** 1 **Name:** Wage Adjustment
Type: Agenda Item **Status:** Consent Agenda
File created: 12/4/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider a wage adjustment for a Civic Center employee.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider a wage adjustment for a Civic Center employee.

Background Information:

Ryan Cimino was hired as a PT Maintenance employee at the Civic Center at \$11.50 per hour. Considering his skills and work experience, after completing an agreed upon probationary period, I am recommending that his hourly wage be increased to \$13.50 per hour.

Staff Recommendation:

City staff recommends a wage adjustment for a Civic Center employee.

Requested City Council Action

Make a motion to approve a wage adjustment for a Civic Center employee.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0772 **Version:** 1 **Name:** Consider authorizing City staff to begin the process of advertising and establishing a new eligibility list for Firefighter.
Type: Agenda Item **Status:** Consent Agenda
File created: 12/5/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider authorizing City staff to begin the process of advertising and establishing a new eligibility list for Firefighter.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider authorizing City staff to begin the process of advertising and establishing a new eligibility list for Firefighter.

Background Information:

With the recent resignation of Tony Clifton, along with the potential of eligible firefighters retiring and/or resigning within the next few years, we would like to begin the process of creating a new eligibility list. The most recent list, established on May 28, 2019, has been exhausted. We would like to advertise through February 28, 2020 in anticipation of testing in the spring. We will come back to the City Council an eligibility roster for consideration following the orientation, written test, and physical agility test.

Staff Recommendation:

Fire Chief Travis Cole and Human Resources Director Lynn DeGrio are recommending establishing a new list in anticipation of upcoming retirements and/or resignations on the Fire Department.

Requested City Council Action

Make a motion to authorize City staff to begin the process of advertising and establishing a new eligibility list for Firefighter.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0777 **Version:** 1 **Name:** 2408 SW 18th St Raze Hazardous Building
Type: Agenda Item **Status:** Consent Agenda
File created: 12/6/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider authorizing Community Development Department to solicit quotes and accept low quote for demolition of hazardous structures located at 2408 SW 18th St.

Sponsors:

Indexes:

Code sections:

Attachments: [Court Order](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing Community Development Department to solicit quotes and accept low quote for demolition of hazardous structures located at 2408 SW 18th St.

Background Information:

This property was identified as a hazardous building by the Building Official in May 2019. The hazardous building action was completed in accordance with current MN Building Code. Please see attached court order dated December 2, 2019 permitting removal of the house from property. The demolition will be paid for out of the general fund balance line item hazardous buildings condemnation. The property will be assessed the associated costs of the demolition with a goal of the city funds being reimbursed.

Staff Recommendation:

Staff recommends council authorize Community Development Department to solicit quotes and accept low quote for building demolition located at 2408 SW 18th St.

Requested City Council Action

Make a motion to authorize Community Development Department to solicit quotes and accept low quote for building demolition of property located at 2408 SW 18th St.

State of Minnesota
Itasca County

District Court
9th Judicial District

Court File Number: **31-CV-19-2899**

Case Type: Civil Other/Misc.

Notice of Filing of Order

CHAD BRIAN STERLE
502 NW FIFTH AVE
GRAND RAPIDS MN 55744

CITY OF GRAND RAPIDS vs Ruth Viola Gildersleeve

You are notified that an order was filed on this date.

Dated: December 4, 2019

Sean R Jones
Court Administrator
Itasca County District Court
123 Northeast 4th Street
Grand Rapids Minnesota 55744
218-327-2870

cc: Ruth Viola Gildersleeve

A true and correct copy of this notice has been served pursuant to Minnesota Rules of Civil Procedure, Rule 77.04.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ITASCA

NINTH JUDICIAL DISTRICT

City of Grand Rapids,
a Municipal Corporation,

Plaintiff,

ORDER

vs.

Ruth Viola Gildersleeve;
and all unknown persons
claiming any right, title or interest
in the property described herein,

Court File No.: 31-CV-19-2899

Defendants.

The above-entitled matter came on before the Honorable Korey Wahwassuck, Judge of District Court, on December 2, 2019, pursuant to a motion by Plaintiff to raze or remove structures on property owned by the Defendant and located at 2408 SW 18th Street in the City of Grand Rapids, Itasca County, Minnesota.

Chad B. Sterle appeared on behalf of Plaintiff City of Grand Rapids. Defendant Ruth Gildersleeve died intestate in October 2017. Her daughters, Karla Wilson and Kathy Gildersleeve, attended the hearing.

Based upon the file, proceedings and motion, the Court makes the following:

FINDINGS OF FACT

1. Defendant Ruth Viola Gildersleeve is the owner of the property located at 2408 SW 18th Street in the City of Grand Rapids, County of Itasca, State of Minnesota, legally described as follows:

South 200 feet of the North 495 feet of the East 330 feet of the Southeast Quarter of the Southwest Quarter (SE ¼ SW ¼), Section 30, Township 55, Range 25

Probate proceedings have not been initiated to transfer ownership of the subject property and ownership remains in the Defendant's name.

2. The City has found buildings on the premises to be hazardous and to constitute a hazard to public safety and health as follows:

- The main building is found hazardous due to dilapidation taking place from lack of maintenance and abandonment. The roof, walls and windows are dilapidated to a point they are not providing weather protection to the building. There is an addition that is rotted to the point it is separating from the main building and collapsing. The 2 accessory structures are in need of maintenance to the roof walls and doors to prevent water infiltration to prevent rot to the structural members.
- All exterior property and premises shall be maintained in a clean, safe, and sanitary condition. The occupant shall keep that part of the exterior property which such occupant occupies or controls in a clean and sanitary condition. There is debris scattered throughout the exterior of the property.
- Except as provided for in other regulations, no inoperative or unlicensed motor vehicle shall be kept or stored on any premises; and no vehicle shall at any time be in a state of major disassembly, disrepair, or in the process of being stripped or dismantled. There are 2 unlicensed vehicles on the property.
- All structural members shall be maintained free from deterioration, and shall be capable of safely supporting the imposed dead and live loads. The main building is deteriorated to the point structural members of the roof have rotted and failed.
- Where it is found that the electrical system in a structure constitutes a hazard to the occupants or the structure by reason of inadequate service, improper fusing, insufficient receptacle and lighting outlets, improper wiring or installation, deterioration or damage, or for similar reasons, the code official shall require the defects to be corrected to eliminate the hazard. There has been no power usage in the main building for the last several years.

3. In May 2019 the City of Grand Rapids attempted to serve the property owner Notice of Violation to clean and repair said premises by September 2, 2019 via certified mail and posting in a conspicuous place on the property; however, the certified mail was returned unclaimed.

4. On September 9, 2019, the City of Grand Rapids passed Resolution 19-83 directing the Defendant to remove or raze the structures. Plaintiff attempted to serve the Notice of Violation and Resolution upon Defendant at her last known mailing address of 2408 SW 18th Street, Grand Rapids, but was informed by the Itasca County Sheriff's Department that the property is abandoned. The Sheriff's certificate of non-service was filed with the Court on October 17, 2019.

5. On October 17, 2019, Plaintiff filed a Motion to Raze, commencing the present action, along with a request for service by publication, which was granted by the Honorable Korey Wahwassuck on October 18, 2019. The Notice of Violation, Resolution 19-83, Motion to Raze and Notice of Hearing were then published in the Grand Rapids Herald Review for three consecutive weeks ending November 10, 2019. The Affidavits of Publication were filed with the Court November 20, 2019.

6. Defendant has not filed an Answer in this matter and did not appear at the above-noted hearing, having died intestate in October 2017.

7. Based upon the testimony presented at the hearing, the Court finds that if the buildings are not razed it will pose a public safety risk.

Therefore, based upon the Court's findings, the Court makes the following:

ORDER

1. The City of Grand Rapids is granted the authority to remove the structures located at 2408 SW 18th Street in the City of Grand Rapids, County of Itasca, State of Minnesota.

2. The City will work collectively with Defendant's daughters, Karla Wilson and Kathy Gildersleeve, to retrieve any personal property from the structures prior to demolition as long as it is safe to do so.

3. Further, the City is authorized, pursuant to *Minnesota Statute 463.21*, to levy, as a one-time special assessment, the City's costs in removal and cleaning up the debris from the property as well as any publication and legal costs associated with this action.

Dated: December 4
_____, 2019

BY THE COURT:



Wahwassuck, Korey
2019.12.04 09:22:54 -06'00'

The Honorable Korey Wahwassuck
Judge of District Court

Filed in District Court
State of Minnesota

Collins, Shari
Dec 4 2019 9:34 AM



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0780 **Version:** 1 **Name:** Cap Eqpt to Airport Op Transfer
Type: Agenda Item **Status:** Consent Agenda
File created: 12/6/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider adopting a resolution approving an operating transfer from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund.

Sponsors:

Indexes:

Code sections:

Attachments: [2019 Op Trnsfr-Res_CapEqpt to Airport](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving an operating transfer from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund.

Background Information:

On December 17, 2018, the Grand Rapids City Council approved the 2019 General Fund Expenditure budget which included an operating transfer to the Airport Capital Improvement Fund. The transfer was for Ramp Lighting, Runway 16/34 Reconstruction and AP74 Truck Replacement.

Staff Recommendation:

Staff recommends adopting a resolution approving an operating transfer from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund in the amount of \$16,750.00.

Requested City Council Action

Make a motion adopting a resolution approving an operating transfer from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund in the amount of \$16,750.00.

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

RESOLUTION NO. 19-

A RESOLUTION TO AUTHORIZE THE FOLLOWING BUDGETED OPERATING TRANSFER FROM THE CAPITAL EQUIPMENT REPLACEMENT FUND TO THE AIRPORT CAPITAL IMPROVEMENT FUND IN THE AMOUNT OF \$16,750

WHEREAS, on December 17, 2018, the Grand Rapids City Council approved the 2019 General Fund Expenditure Budget, which included the following transfer,

\$16,750 from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund,

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes the following budgeted transfer from the Capital Equipment Replacement Fund to the Airport Capital Improvement Fund in the amount of \$16,750.

Adopted this 16th day of December, 2019.

Dale Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	19-0781	Version:	1	Name:	Consider accepting the resignation of Jeffrey Lyman from the position of Hospital Security Officer.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/9/2019	In control:		In control:	City Council
On agenda:	12/16/2019	Final action:		Final action:	
Title:	Consider accepting the resignation of Jeffrey Lyman from the position of Hospital Security Officer.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Jeff Lyman resignation				

Date	Ver.	Action By	Action	Result
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Consider accepting the resignation of Jeffrey Lyman from the position of Hospital Security Officer.

Background Information:

Jeffrey Lyman was hired on July 28, 2014 as Hospital Security Officer. He submitted his notice of resignation from the position effective immediately, which was December 6, 2019.

Staff Recommendation:

City staff is recommending accepting the resignation from Jeffrey Lyman from the Hospital Security Officer position effective December 6, 2019. We wish Jeff well in his future endeavors.

Requested City Council Action

Make a motion to accept the resignation from Jeffrey Lyman from the position of Hospital Security Officer effective December 6, 2019 and authorize City staff to post the position internally.

Jeff Lyman
109 NE 20th St
Grand Rapids, MN
55744

12-6-2019

The City of Grand Rapids
420 North Pokegama Ave
Grand Rapids, MN
557744

Dear Lynn DeGrio
Director of Human Resources

I would like to inform you of my intention to resign from the position of Security Officer effective immediately with the Grand Rapids Police Department and the City of Grand Rapids.

Sincerely,

Jeff Lyman

A handwritten signature in cursive script that reads "Jeff Lyman". The signature is written in black ink and is positioned to the right of the printed name "Jeff Lyman".



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0782 **Version:** 1 **Name:** Operating Transfer from 501 to 479 Security Upgrades
Type: Agenda Item **Status:** Consent Agenda
File created: 12/9/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider adopting a resolution approving an operating transfer from the Permanent Improvement Revolving Fund to the 2018 Infrastructure/Capital Improvement Projects Fund in the amount of \$25,906.00.

Sponsors:

Indexes:

Code sections:

Attachments: [\\$25,906 operating transfer from PIR to 479-City Hall Sec Pit](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving an operating transfer from the Permanent Improvement Revolving Fund to the 2018 Infrastructure/Capital Improvement Projects Fund in the amount of \$25,906.00.

Background Information:

On May 28, 2019, the Grand Rapids City Council approved change order #001 with Prime Contract for the City Hall Security Project at a cost of \$25,906.00 to be paid out of the Permanent Improvement Revolving Fund. It was discovered in the demolition phase of the project after all the piping was exposed that the main piping supply to the boiler was under sized. The change in the size of the piping will positively affect the operation and efficiency of the heating system in the building.

Staff Recommendation:

Staff recommends adopting a resolution approving an operating transfer from the Permanent Improvement Revolving Fund to the 2018 Infrastructure/Capital Improvement Projects Fund in the amount of \$25,906.00.

Requested City Council Action

Make a motion Consider adopting a resolution approving an operating transfer from the Permanent Improvement Revolving Fund to the 2018 Infrastructure/Capital Improvement Projects Fund in the amount of \$25,906.00.

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

RESOLUTION NO. 19-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE CAPITAL PROJECT FUND-PERMANENT IMPROVEMENT REVOLVING FUND TO THE CAPITAL PROJECT FUND-2018 INFRASTRUCTURE/CAPITAL IMPROVEMENT PROJECTS FUND IN THE AMOUNT OF \$25,906

WHEREAS, on May 28, 2019, the Grand Rapids City Council approved change order #001 with Prime Contract for City Hall Security Project at a cost of \$25,906 to be paid out of the Permanent Improvement Fund, and

WHEREAS, it was discovered in the demolition phase of the project after all the piping was exposed that the main piping supply to the boiler was under sized. The change in the size of the piping will positively affect the operation and efficiency of the heating system in the building, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the Capital Project Fund-Permanent Improvement Revolving Fund to the Capital Project Fund-2018 Infrastructure/Capital Improvement Projects Fund in the amount of \$25,906.

Adopted this 16th day of December 2019.

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 #:	19-0783	Version:	1	Name:	Request by the police department to apply and accept a federal grant to purchase bulletproof vests.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/10/2019	In control:		In control:	City Council
On agenda:	12/16/2019	Final action:		Final action:	
Title:	Consider request by the police department to apply and accept a federal grant to purchase bulletproof vests.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PD Bulletproof Vest Grant				

Date	Ver.	Action By	Action	Result
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Consider request by the police department to apply and accept a federal grant to purchase bulletproof vests.

Background Information:

The Bureau of Justice Assistance (BJA), an agency under the United States Department of Justice, has a program available to all law enforcement agencies to help in the purchasing of bulletproof vests. BJA will reimburse agencies 50% of the total costs associated in the purchasing of new vests. Under this grant cycle, the Grand Rapids Police Department has been awarded \$5,901.44 towards the purchase of new vests.

Under Minnesota State Statute, agencies are able to apply for funding to help in the purchasing of new bulletproof vests. The state will reimburse agencies 50% of the total costs associated in the purchasing of new vests.

Bulletproof vests have a usage life of 5 years, several members of the police department will need new vests in the 2020 fiscal year. With the acceptance of this award and the state award, there should be little to no costs associated in the purchase of new vests for department members.

Requested City Council Action

Consider authorizing the police department to accept \$5,901.44 from the Bureau of Justice Assistance Office and adopt the attached resolution.

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

RESOLUTION NO. 19-

A RESOLUTION ACCEPTING A \$5,901.44 MATCHING GRANT FROM THE OFFICE OF JUSTICE PROGRAMS (OJP) TO THE GRAND RAPIDS POLICE DEPARTMENT FOR THE PURCHASE OF BULLETPROOF VESTS

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

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

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

- The Office of Justice Programs (OJP) has granted the Grand Rapids Police Department a \$5,901.44 matching grant for the purchase of bulletproof vests.

Adopted this 16th day of December, 2019

Dale C. Adams, Mayor

Attest:

Kimberly Johnson-Gibeau, City Clerk

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



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0786 **Version:** 1 **Name:**

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

File created: 12/10/2019 **In control:** City Council

On agenda: 12/16/2019 **Final action:**

Title: Consider approval of Amendment No. 1 to the Contract between the City and SRF Consulting Group, Inc.

Sponsors:

Indexes:

Code sections:

Attachments: [SRF Contract Amendment 1.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approval of Amendment No. 1 to the Contract between the City and SRF Consulting Group, Inc.

Background Information:

On October 8, 2018 the City of Grand Rapids entered into a contract with SRF Consulting Group, Inc. for planning services in connection with the development of an updated Comprehensive Plan for the City.

To date the process has involved five meetings with the Steering Committee, two meetings with GREDA, individual interviews with economic development stakeholders, a community survey, a pop-up community engagement at the Children's Fair, meetings and input from Department Heads, and a recent public meeting at the Library.

The original contract established a completion date of August 1, 2019. The process steps/tasks left to complete, which include: the preparation of the implementation plan, at least one more Steering Committee meeting public hearings at the Planning Commission and City Council, will take the project into the end of February. The amendment to the contract extends the completion date to February 28, 2020.

Staff Recommendation:

Approve the Amendment No. 1 to the Contract between the City and SRF Consulting Group, Inc.

Requested City Council Action

Pass a motion approving Amendment No. 1 to the Contract between the City and SRF Consulting Group, Inc.

AMENDMENT NO. 1

Between

THE CITY OF GRAND RAPIDS, MINNESOTA

and

SRF CONSULTING GROUP, INC.

for

PLANNING SERVICES

in connection with the development of an

UPDATED COMPREHENSIVE PLAN FOR THE CITY OF GRAND RAPIDS

This AMENDMENT NO. 1 made and entered into this 16th day of December, 2019, by and between the CITY OF GRAND RAPIDS MINNESOTA hereinafter referred to as the CITY, and SRF CONSULTING GROUP, INC., hereinafter referred to as CONSULTANT,

WITNESSETH:

WHEREAS, the CITY previously engaged CONSULTANT to provide planning services in connection with the development of an UPDATED COMPREHENSIVE PLAN for the City of Grand Rapids, hereinafter referred to as the Project, which engagement was formalized in a Contract for Professional Services dated October 8, 2018, referred to hereinafter as the Agreement; and

WHEREAS, the CONSULTANT has requested an extension of the completion date, specified in the Agreement, to complete the Scope of Services.

NOW, THEREFORE, the CITY and CONSULTANT, for the consideration hereinafter named, agree to amend the Agreement by and through this AMENDMENT NO. 1 as hereinafter stated:

1. Section 4, which is the Time of Performance section of the Agreement, is amended to read as follows:

All work will be performed in a timely manner. The Consultant will complete all work described within Exhibit "A" on or before ~~August 1, 2019~~ February 28, 2020.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT NO. 1 the day and year first above written.

CITY OF
GRAND RAPIDS, MINNESOTA

SRF CONSULTING GROUP, INC.

By: _____
Mayor

By: _____

By: _____
City Administrator



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0787 **Version:** 1 **Name:** Hire PT Maintenance
Type: Agenda Item **Status:** Consent Agenda
File created: 12/10/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider hiring a Regular Part Time Maintenance employee at the IRA Civic Center.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider hiring a Regular Part Time Maintenance employee at the IRA Civic Center.

Background Information:

James Carlson will be hired as a Regular Part-time Maintenance employee at the IRA Civic Center. He will be hired at a wage of \$13.00 per hour effective December 17, 2019.

Staff Recommendation:

City staff recommends hiring a Regular Part Time Maintenance employee at the IRA Civic Center.

Requested City Council Action

Make a motion to hire a Regular Part Time Maintenance employee at the IRA Civic Center.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	19-0790	Version:	1	Name:	Updated agreement with Scott Johnson
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/11/2019	In control:		In control:	City Council
On agenda:	12/16/2019	Final action:		Final action:	
Title:	Consider an updated employment agreement with Scott Johnson.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	12-16-19 Johnson Scott Employment Agreement				

Date	Ver.	Action By	Action	Result
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Consider an updated employment agreement with Scott Johnson.

Background Information:

In January of 2020 Scott Johnson, Chief of Police, will turn 65 and receive his medical insurance through Medicaid. As a result, the attached employment agreement has been modified to reflect this change in medical insurance.

Staff Recommendation:

City staff are recommending the updated employment agreement with Scott Johnson.

Requested City Council Action

Make a motion approving the updated employment agreement with Scott Johnson.

CHIEF OF POLICE EMPLOYMENT AGREEMENT

THIS CHIEF OF POLICE EMPLOYMENT AGREEMENT, entered into this ____ day of _____, 20____, by and between the **CITY OF GRAND RAPIDS**, a Minnesota corporation (“City”), and **SCOTT A. JOHNSON** (“Chief of Police”).

RECITALS

WHEREAS, City wishes to retain the services of a Chief of Police to perform the general duties as described in the job description on file in the Human Resources Office; and

WHEREAS, the Chief of Police has indicated that he is qualified and willing to accept and perform the job responsibilities as Chief of Police subject to the terms of this Chief of Police Employment Agreement.

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

1. **EMPLOYMENT.** Upon the terms and conditions set forth in this Chief of Police Employment Agreement, City hereby contracts with the Chief of Police to perform the duties of Chief of Police.
2. **TERM OF EMPLOYMENT AGREEMENT.** The term of the Employment Agreement shall be from the executed date of this Agreement until either party chooses to terminate this agreement as provided for in Paragraph 5.
3. **DUTIES.** For purposes of this agreement, it is understood and agreed between the parties that the Chief of Police shall provide oversight and management of the Police Department in accordance with the job description of Chief of Police on file in the Human Resources Office.
4. **COMPENSATION/BENEFITS.** In consideration of his performance of the duties required of him by this Employment Agreement, the Chief of Police will be compensated at the rate of \$105,530.70 annually, over 26 pay periods. Annual increases in compensation shall be in accordance with City policy. The Chief of Police’s compensation shall be subject to federal and state income tax withholding deductions, FICA and Medicare deduction. The position of Chief of Police is an exempt position under the Fair Labor Standards Act (FLSA) and shall not be eligible for cash overtime or compensatory time in lieu of overtime. The Chief of Police shall not accrue Flexible Time Off (FTO), rather the City Administrator shall approve requested leaves on a case-by-case basis.

In addition, the City shall reimburse the Chief of Police on a monthly basis the cost of Husband and Wife Medicare Premium Part B and UCare. The total of both plans is currently estimated at \$663/month. Actual costs will be reimbursed.

5. **EMPLOYMENT-AT-WILL/TERMINATION.** City and the Chief of Police acknowledge and agree that the position of Chief of Police is an employee-at-will position of a temporary nature. Neither the Chief of Police nor City is bound to continue the employment relationship if either chooses, at its will, to end the relationship at any time, with or without cause. Neither party shall be entitled to any type of hearing to appeal or challenge the determination of the other party to terminate the employment relationship.

City shall be required to give the Chief of Police not less than ninety (90) days' advance notice of termination of employment. The Chief of Police shall provide to City ninety (90) days' advance written notice of his intent to voluntarily terminate his employment with City, unless City agrees to a lesser amount of notice time.

6. **INDEMNIFICATION.** City shall defend and indemnify Chief of Police pursuant to Minn. Stat. Sec. 466.07 and Sec. 465.76. In addition, City shall defend, hold harmless, and indemnify Chief of Police from all torts; civil damages, penalties and fines; violation of statutes, laws, rules and ordinances, provided the Chief of Police was acting in the performance of the duties of the position.

7. **GENERAL PROVISIONS.**

- a. **Notices.** All notices, requests and demands given to or made pursuant to the Employment Agreement shall be in writing and personally delivered or mailed, postage prepaid, as follows:

To City: Honorable Mayor and City Council
 City of Grand Rapids
 420 No. Pokegama Ave.
 Grand Rapids, MN 55744

To Chief of Police: Mr. Scott A. Johnson
 36538 Cedar Road
 Cohasset, MN 55721

- b. **Complete Agreement.** This Agreement constitutes the entire agreement between the parties and supersedes any prior oral or written agreements between the parties. This Agreement can only be modified by written agreement of both parties. This Agreement shall be interpreted in accordance with the laws of the State of Minnesota. If the parties disagree upon the interpretation of this Agreement and cannot resolve their differences in good faith, the parties agree to request non-binding mediation from the Minnesota Bureau of Mediation Services. Each party will be responsible for its own attorneys' fees, and the parties will split equally any other mediation fees.

- c. **Legality.** The parties covenant and agree that the provisions contained herein are reasonable and are not known or believed to be in violation of

any federal or state law or regulation. In the event a court of competent jurisdiction finds any provision contained herein to be illegal or unenforceable, such court may modify such provision to make it valid and enforceable. Such modification shall not affect the remainder of this Agreement which shall continue at all times to be valid and enforceable. No payment may be made under this Agreement in excess of the maximum amount permitted by applicable law.

IN WITNESS WHEREOF, the parties hereto have caused this Chief of Police Employment Agreement to be executed the day and year first above written.

CITY OF GRAND RAPIDS

By:

Dale Adams, Mayor

And

Kimberly Gibeau, City Clerk

CHIEF OF POLICE

Scott A. Johnson



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0791 **Version:** 1 **Name:** Loren Solberg Contract for 2020
Type: Agenda Item **Status:** Consent Agenda
File created: 12/11/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider extending an agreement with Loren Solberg for lobbying services in 2020.
Sponsors:
Indexes:
Code sections:
Attachments: [2020 Solberg Contract](#)

Date	Ver.	Action By	Action	Result
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Consider extending an agreement with Loren Solberg for lobbying services in 2020.

Background Information:

Loren Solberg has been assisting the City with legislative issues at the State level. The attached agreement continues those services in 2020 under the same fee structure as 2019.

Staff Recommendation:

City staff is recommending extending an agreement with Loren Solberg for lobbying services in 2020.

Requested City Council Action

Make a motion approving an agreement with Loren Solberg for lobbying services in 2020.

Loren Solberg Consulting, LLC

2114 SW 3rd Ave.

Grand Rapids, MN 55744

This agreement is made and entered into between the City of Grand Rapids hereafter referred to as the “City” and Loren Solberg Consulting, LLC, hereafter referred to as “Consultant”.

Whereas, the City desires purchased, professional, services to assist with State Government Relations and lobbying activities with the legislature and other administrative related matters;

And Whereas, Loren Solberg is a registered lobbyist with the State of Minnesota;

Therefore, the parties agree to contract for professional lobbying services which include representing the City’s interests as designated by the City during a period of January 1, 2020 to December 31, 2020 as follows:

GENERAL SERVICES

- 1) Provide professional lobbying services for the City at the legislature for the period of time identified in this contract.
- 2) Assist the City and City staff in development of legislative priorities and strategies as authorized by the City Council.
- 3) Coordinate, monitor, attend and/or testify as needed before relevant legislative committees or arrange for appropriate elected, appointed, city staff, or community people to testify as deemed necessary on legislation that may impact the City.
- 4) The Consultant shall work cooperatively with staff and other professional lobbyists of City affiliated associations when not in conflict with the Consultant’s other clients or the legislative goals or parameters established by the City.
- 5) To coordinate informational tours or meetings which will promote the policies or interests of the City.
- 6) Facilitate requested meetings with local legislators.

- 7) Report periodically as requested by the City on activities either in person, by phone, or in writing to the City Council or their designated representative.
- 8) Meet as requested with the City Council, the city administrator, or appropriate City personnel.
- 9) Notify the City regarding any potential conflict of interest while representing other clients. Notification shall be to the City Contact Agent. For the purpose of this contract the Agent is the City Administrator.

The Consultant shall furnish qualified personnel to perform the services as required. It is agreed that Loren A. Solberg shall assume primary responsibility for delivering professional services as required by this contract.

Consultant shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein

The parties mutually recognize the need to coordinate activities and information associated with legislative initiatives and administrative policies. Therefore, Consultant shall abide by policy, direction and specific assignments as directed by the City through the City Administrator or designated representatives, as long as directive is not in conflict with state law or rule. Failure to do so may be grounds for immediately termination of this Agreement.

INDEPENDENT CONTRACTOR

At all times and for all purposes hereunder, Consultant shall be an independent contractor and is not an employee of the City for any purpose. No statement contained in this Agreement shall be construed so as to find Consultant to be an employee of the City, and Consultant shall not be entitled to any rights, privileges, or benefits of employees of the City, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims.

Consultant acknowledges and agrees that no withholding or deduction for State and Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Consultant and that it is Consultant's sole obligation to comply with the applicable provisions of all Federal and State tax laws.

SUBCONTRACTING, ASSIGNMENT AND INDEMINIFICATION

Consultant shall not assign any interest in this Agreement and shall not transfer any interest in same, whether by subcontracting, assignment or notation, without the prior written consent of the City.

This provision is not intended to create any cause of action in favor of any third party against Consultant or the City or to enlarge in any way Consultant's liability, but is solely to provide for indemnification of the City from liability for damages or injuries to third persons or property arising from Consultant or Consultants' agents' performance hereunder.

COMPLIANCE WITH NON-DISCRIMINATION LAWS AND DISCLOSURE OF DATA

Consultant agrees to maintain and protect data on individuals received, or which Consultant has access, according to the statutory provisions applicable to the data. No private or confidential data developed, maintained or received by Consultant under this Agreement may be released to the public by Consultant or its employees or representative. City shall prominently mark all data shared with Consultant with the data's classification under the Minnesota Government Data Practices Act.

The Consultant agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age. When required by law and requested by the City, Consultant shall furnish a written affirmation plan.

The Consultant further agrees to comply with all federal, state and local laws or ordinances and all applicable rules, regulations and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Consultant's performance of the provisions of this Agreement. It shall be the obligation of the Consultant to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

PROFESSIONAL LIABILITY INSURANCE

Consultant shall obtain a valid policy of insurance covering professional liability, arising from the acts of omission of Consultant, its agent and employees. If requested by City, Consultant shall provide proof of insurance.

COMPENSATION

In consideration of Consultant's services to be performed pursuant to this Agreement, the City agrees to make payment to Consultant as follows: Liability Insurance of \$350.00, not to exceed reimbursable expenses of \$5,000.00, and a monthly retainer of \$1,600.00. Approved expenses include but are not limited to mileage when traveling outside of Itasca County at the approved federal rate, parking, approved meals and approved lodging when outside the county while providing consulting and lobbying services. Consultant is responsible for all expenses related to necessary supplies, equipment, communication costs, incidental office expenses, taxes and FICA.

Consultant shall provide an invoice to the City on a monthly basis, which includes a written statement of services provided. City agrees to pay pursuant to said invoice within thirty (30) days of receipt and approval. The City reserves the right to deny payment if sufficient information is not provided.

TERMINATION

This contract may be terminated by either party at any time, with or without cause, upon thirty (30) days written notice delivered by mail or in person to the other party, unless termination is by the City for failure to follow policy or direction, in which case termination may be immediate and may be verbal.

MODIFICATIONS/ADDENDA

This Agreement may be modified by mutual consent and be valid when modifications are in writing and signed by authorized representatives of City and Consultant.

NOTICE/COMMUNICATIONS

All notices and demands pursuant to this Agreement shall be directed in writing to:

Consultant

Loren A. Solberg
2114 SW 3rd Ave.
Grand Rapids, MN 55744

City of Grand Rapids

City of Grand Rapids
Attn; Tom Pagel, Administrator
420 Pokegama Ave.
Grand Rapids, MN 55744

City of Grand Rapids:

Consultant:

By: _____ Date: _____

_____ Date: _____

Name: _____

Printed Name: Loren Solberg Consultant, LLC

By: _____ Date: _____

Name: _____



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0793 **Version:** 1 **Name:** CDWG scanner donation resolution.
Type: Agenda Item **Status:** Consent Agenda
File created: 12/11/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider adopting a resolution accepting the donation of a Canon scanner from CDWG.
Sponsors:
Indexes:
Code sections:
Attachments: [CDW Scanner donation.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting the donation of a Canon scanner from CDWG.

Background Information:

CDW Government offered to donate a Canon imageFORMULA P-215II scanner valued at \$253.36 to the City's IT department for testing purposes.

Staff Recommendation:

Adopt a resolution accepting the donation of a Canon scanner from CDWG.

Requested City Council Action

Make a motion adopting a resolution accepting the donation of a Canon scanner from CDWG.

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

RESOLUTION NO. 19-

A RESOLUTION ACCEPTING ONE DOCUMENT SCANNER FROM CDW
GOVERNMENT VALUED AT \$253.36.

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

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

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

- CDW Government is donating one Canon imageFORMULA P-215II document scanner to the City of Grand Rapids for use in testing in the IT Department.

Adopted this day of , 2019.

Dale C. 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 #: 19-0798 **Version:** 1 **Name:** PT Hire-Carlson, Tom
Type: Agenda Item **Status:** Consent Agenda
File created: 12/12/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider approving the hiring of a regular part-time employee at the Civic Center / Parks and Recreation Department.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving the hiring of a regular part-time employee at the Civic Center / Parks and Recreation Department.

Background Information:

Tom Carlson will be hired with the Civic Center / Parks and Recreation Department as a regular part-time concession employee at \$10.50/hour, starting employment on December 17, 2019.

This will be part of the annual operating budget and effective on December 17, 2019 and completed December 31, 2019.

Staff Recommendation:

City staff is recommending the approval of hiring of a regular part-time concession employee with the Civic Center / Parks and Recreation Department.

Requested City Council Action

Make a motion approving the hiring of a regular part-time concession employee with the Civic Center / Parks and Recreation Department.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0799 **Version:** 1 **Name:** Rehire PT Employees-01-01-20
Type: Agenda Item **Status:** Consent Agenda
File created: 12/12/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider rehiring of regular part-time employees for the IRA Civic Center and Parks and Recreation Department.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider rehiring of regular part-time employees for the IRA Civic Center and Parks and Recreation Department.

Background Information:

The following individuals will continue employment with the IRA Civic Center and Parks and Recreation Department. These positions are part of the annual operating budget, effective January 1, 2020 through December 31, 2020:

- Zachary Ambuehl, Maintenance
- Shannon Anttila, Concession
- Skyler Bischoff, Maintenance
- Sawyer Bloch, Maintenance
- Elizabeth Bowman, Concession
- Linda Carlson, Concession
- Tom Carlson, Concession
- Taylor Cole, Concession
- Nathaniel Deguisseppi, Maintenance
- Jason Garner, Maintenance
- Emily Groom, Concession
- Carli Haynes, Concession
- Rita Haynes, Concession
- Judith Hicks, Concession
- Savanna Holum, Concession
- Teri K Holum, Concession
- Madison Janecke, Concession
- Nicki Johnson, Concession
- Kaija Kinnunen, Concession
- Katherine Koller, Concession
- Logan Kuschel, Concession
- Bryan Lundquist, Maintenance
- Val Mackley, Concession
- Tessa MacLean, Concession
- Kohl Mattson, Maintenance
- Kade Mattson, Maintenance

Kendra Morlan, Concession
Gina Motherway, Concession
Jenna Olson, Concession
Garritt Swanson, Concession
Brookelyn Troumbly, Concession
James Carlson, Maintenance

Staff Recommendation:

City staff is recommending the approval of rehiring regular part-time employees for the IRA Civic Center and Parks and Recreation Department.

Requested City Council Action

Make a motion approving the rehiring of regular part-time employees for the IRA Civic Center and Parks and Recreation Department effective January 1, 2020.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0810 **Version:** 1 **Name:**

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

File created: 12/12/2019 **In control:** City Council

On agenda: 12/16/2019 **Final action:**

Title: Consider letter of support for Safe Routes to School grant.

Sponsors:

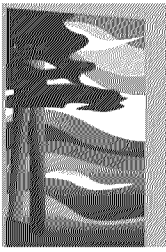
Indexes:

Code sections:

Attachments: [Safe Routes to School-Support Letter.docx](#)

Date	Ver.	Action By	Action	Result
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Consider letter of support for Safe Routes to School grant.



December 16, 2019

Minnesota Department of Transportation
395 John Ireland Blvd.
St. Paul, MN 55155

To whom it may concern:

It is my pleasure to write a letter in support of the application for the Planning Assistance Grant to which Independent School District 318 is applying. All members of the Grand Rapids, MN community will directly benefit from a Safe Routes to School Plan for the district, along with ideas that come from the work of Independent School District 318 and the Safe Routes to School coordination of services.

The City of Grand Rapids has a Comprehensive Plan that includes safe multimodal transportation. New elementary schools with the City of Grand Rapids create an opportunity for positive changes involving Safe Routes to School efforts.

Our city is an advocate for healthy living and active transportation. The Grand Rapids area is a place where biking and/or walking can be, and is a safe mode of transportation within the community. Successful funding for an updated district-wide SRTS plan will help guide future planning and infrastructure updates throughout our city. Thank you for your consideration.

Sincerely,

Dale Adams
Mayor
City of Grand Rapids



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0812 **Version:** 1 **Name:**

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

File created: 12/12/2019 **In control:** City Council

On agenda: 12/16/2019 **Final action:**

Title: Consider adopting the Official City of Grand Rapids meeting calendar for 2020.

Sponsors:

Indexes:

Code sections:

Attachments: [2020 Calendar 22x34](#)

Date	Ver.	Action By	Action	Result
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Consider adopting the Official City of Grand Rapids meeting calendar for 2020.

Background Information:

Each year, the City Council adopts the official meeting calendar that serves as notice of meetings. Attached is the proposed meeting calendar for 2020. City Hall will be closed to the public on December 24th, 2019 & 2020. Staff will have the option of working behind closed doors from 8:00 am - 12:00 pm, or they may submit a time off request for 4 hours of FTO to their immediate supervisor. FTO will be granted or denied at the discretion of the Department Head.

Staff Recommendation:

Adopt official calendar as presented.

Requested City Council Action

Make a motion adopting the Official City of Grand Rapids meeting calendar for 2020 with the addition of the City Hall being closed to the public on December 24th, 2019 & 2020.



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

2020

January							February							March							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
			1	2	3	4							1	1	2	3	4	5	6	7	
			PC		\$											Public Util. Comm.		PC			
5	6	7	8	9	10	11	2	3	4	5	6	7	8	8	9	10	11	12	13	14	
			PC ATA	EDA				V			PC					Public Util. Comm.	ATA	EDA	\$		
12	13	14	15	16	17	18	9	10	11	12	13	14	15	15	16	17	18	19	20	21	
		FRA																			
19	20	21	22	23	24	25	16	17	18	19	20	21	22	22	23	24	25	26	27	28	
					\$																
26	27	28	29	30	31		23	24	25	26	27	28	29	29	30	31					
		WS	ATA						WS	ATA	EDA					WS	ATA	EDA			
					\$																
April							May							June							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
			1	2	3	4						1	2								
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5	6	7	8	9	10	11	3	4	5	6	7	8	9	7	8	9	10	11	12	13	
				EDA	\$						PC	\$						PC	\$		
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		FRA																			
19	20	21	22	23	24	25	17	18	19	20	21	22	23	21	22	23	24	25	26	27	
26	27	28	29	30			24	25	26	27	28	29	30	28	29	30					
				EDA	\$																
		WS	ATA				31		WS	ATA	EDA					WS	ATA	EDA			
July							August							September							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
			1	2	3	4							1								
				PC	\$																
5	6	7	8	9	10	11	2	3	4	5	6	7	8	6	7	8	9	10	11	12	
				EDA							PC							PC			
12	13	14	15	16	17	18	9	10	11	12	13	14	15	13	14	15	16	17	18	19	
		FRA	ATA																		
19	20	21	22	23	24	25	16	17	18	19	20	21	22	20	21	22	23	24	25	26	
26	27	28	29	30	31		23	24	25	26	27	28	29	27	28	29	30				
				EDA	\$																
		WS	ATA				30	31	WS	ATA	EDA					WS	ATA	EDA			
October							November							December							
Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	Sun.	Mon.	Tue.	Wed.	Thur.	Fri.	Sat.	
				1	2	3															
				PC																	
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12	
				EDA	\$						EDA							EDA			
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	14	15	16	17	18	19	
		FRA																			
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	21	22	23	24	25	26	
25	26	27	28	29	30	31	29	30						27	28	29	30	31			
				EDA	\$																
		WS	ATA																		

- Golf Course Board - 7 am
- Library Board - 5 pm
- Payroll
- Holiday
- Cable TV Comm. - Noon
- Arts & Culture Comm. - 3:45 pm
- Park & Rec Civic Center Board 5:30 pm
- Work Session Public Utilities
- Public Util. Comm. - 4 pm
- Economic Devl. Authority - 4 pm
- Fire Dept. Bus. Mtg. - 7 pm
- Housing/Redevelopment Authority - 4 pm
- Fire Relief Assn.
- Planning Comm. - 4 pm
- Human Rights Comm. - 4:00 pm
- Flex Benefits Deadline



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0813 **Version:** 1 **Name:** PW PT Winter Maint, Request to Hire Ron Beckers
Type: Agenda Item **Status:** Consent Agenda
File created: 12/13/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider hiring Ron Beckers and Alex Mostad as a part-time winter maintenance employees for the Public Works Department.

Sponsors:

Indexes:

Code sections:

Attachments:

Date	Ver.	Action By	Action	Result
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Consider hiring Ron Beckers and Alex Mostad as a part-time winter maintenance employees for the Public Works Department.

Background Information:

The Public Works Department utilizes part-time winter maintenance employees to facilitate snow removal during the winter snow plowing season. Part-time employees are used on an "as needed" basis. The start date for Ron Beckers will be December 17, 2019 with an end date of April 30, 2020. The wage rate for Ron Beckers will be \$18.00 per hour and \$12.50 per hour for Alex Mostad.

Staff Recommendation:

Kevin Koetz, Public Works Superintendent recommends hiring Ron Beckers and Alex Mostad as a part-time winter maintenance worker.

Requested City Council Actions

Make a motion to approve the Public Works Department hiring Ron Beckers and Alex Mostad as a part-time employee for the 2019-2020 snow removal season.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0819 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 12/13/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider approving temporary liquor licenses for Itasca Curling Club for events in 2020.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving temporary liquor licenses for Itasca Curling Club for events in 2020.

Background Information:

The Itasca Curling Club is hosting events on the following dates:

- January 10-12, 2020
- February 21-23, 2020
- March 20-22, 2020

Staff Recommendation:

Approve licenses and authorize staff to submit to AGED for issuance.

Requested City Council Action

Make a motion approving temporary liquor licenses for Itasca Curling Club events in 2020.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0764 **Version:** 1 **Name:**

Type: Minutes **Status:** Approved

File created: 12/2/2019 **In control:** City Council

On agenda: 12/16/2019 **Final action:**

Title: Review and acknowledge minutes for Boards & Commissions.

Sponsors:

Indexes:

Code sections:

Attachments: [August 19, 2019 HRA Minutes](#)
[September 18, 2019 HRA Minutes](#)
[October 16, 2019 HRA Minutes](#)
[October 30, 2019 Human Rights Comm Minutes](#)
[November 5, 2019 - Arts & Culture minutes](#)
[September 12, 2019 GREDA Minutes](#)
[September 26, 2019 GREDA Minutes](#)
[October 10, 2019 GREDA Minutes](#)
[October 24, 2019 GREDA Minutes](#)
[October 16, 2019 PUC minutes](#)

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

**THE HOUSING AND REDEVELOPMENT AUTHORITY
OF GRAND RAPIDS, MN
REGULAR MEETING
August 19th, 2019**

CALL TO ORDER

Pursuant to due notice and call thereof, a Regular Meeting of the Housing and Redevelopment Authority of Grand Rapids was called to order by Chair Blake, at 5:00 p.m. in the Community Room, located at 411 NW 7th Street, Grand Rapids, MN.

CALL OF ROLL

HRA Commissioners Present: Marilyn Rossman, Chris Henrichsen, Michelle Toven, Kathleen Blake, Isaac Meyer (entered at 5:16 p.m.)

HRA Commissioners Absent: None

HRA Staff: Diane Larson, Interim Executive Director, Amanda Bostyancic, Operations Assistant

Guests Present: Renee Patrow, City of Grand Rapids Finance Department, Ray Evans, Resident, Dorothy Monroe, Resident, Alice Hendrickson, Resident, Elizabeth Guinn, Resident

PUBLIC FORUM:

No comment

APPROVAL OF REGULAR MEETING MINUTES

Commissioner Henrichsen made a motion to approve the Regular Meeting Minutes of July 17, 2019; seconded by Commissioner Toven. **Ayes:** Toven, Blake, Rossman, Henrichsen
Absent: Meyer **Motion Carried**

CONSENT AGENDA

Commissioner Toven made a motion to approve the consent agenda containing the following items:

1. Approve verified claims for Public Housing Claims in the amount of \$60,371.58.
2. Approve verified claims for the Crystal Lake Townhome project in the amount of \$45,441.62.
3. Approve verified claims for Pooled Housing in the amount of \$95,635.26.
4. Accept Vacancy Report for all owned housing for the period through 8.01.2019.

Commissioner Henrichsen seconded the motion. **Ayes:** Toven, Blake, Rossman, Henrichsen, **Nays:** None **Absent:** Meyer **Motion Carried**

FINANCIAL REPORTS

Renee Patrow, City Finance Department, provided a summary review of the financial reports for the period ending 7/31/2019. Commissioner Henrichsen made motion to approve the statements as presented; seconded by Commissioner Rossman. *Ayes:* Toven, Blake, Rossman, Henrichsen *Absent:* Meyer **Motion Carried**

CHAIR, EXECUTIVE DIRECTOR, AND COMMITTEE REPORTS

Merger Committee Update:

Commissioner Toven summarized the merger meeting held on August 5, 2019. Rosemary Fagrellius, consultant, and Diane Larson are communicating with potential legal firms that are familiar with HRA work and mergers. Tom Pagel and Diane Larson met with Michael Goldberg, a communications consultant, to assist in compiling a clear message to educate leaders and the public regarding the HRA merger. The merger committee approved the communications proposal prepared by Michael Goldberg. Diane Larson drafted tracking documents for the merger process and, when updated, board members will receive a copy. Board members also received a memo from the merger consultant summarizing the work to date.

MN NAHRO Commissioners Training:

Chair Blake summarized the Fundamentals for Commissioners training held at Madden's Resort near Brainerd. Board members received a copy of the board functions and individual commissioner's roles.

Larson will forward Minnesota NAHRO's annual conference schedule for the upcoming conference in September. Board members were asked to notify Larson if they would like to attend.

OLD BUSINESS: {None scheduled}

{Vice Chair Meyer joined the meeting}

NEW BUSINESS:

Architectural/Engineering Services:

Commissioner Henrichsen, representing GRHRA, Lee Ringdahl, representing ICHRA, and Diane Larson met after each reviewing three separate proposals from Architects for Architectural/Engineering Services to represent both HRA's. Based on qualifications, Henrichsen recommended Finn-Daniels Architects, Inc., provided ICHRA Board concurs.

Motion by Commissioner Henrichsen, seconded by Commissioner Toven to award a contract to Finn-Daniels, Inc. for Architectural/Engineering Services contingent on a successful negotiation of a fee schedule. *Ayes:* Toven, Blake, Rossman, Henrichsen, Meyer *Absent:* None **Motion Carried**

Review 5-Year Capital Fund Action Plan:

Larson was able to modify the 2017 Capital Fund Annual Statement/Budget to incorporate the anticipated architectural fees along with a draw down into the operations budget to coincide with the obligation end date for those capital funds. Larson also presented a revised Five-Year Action plan and reviewed it with the board. Staff will be asking the Board to approve the Five-Year Plan at its regular meeting in October.

OTHER BUSINESS:

- **Itasca County HRA Board Meeting:** August 20th, 8:00am at Beacon Hill Community Center
- **REAC Inspection at Crystal Lake Townhomes:** Thursday, August 29th
- **Labor Day Holiday (HRA offices closed):** Monday, September 2nd
- **Minnesota NAHRO annual conference @ DECC in Duluth:** September 11th-13th
- **Itasca County Residents Burdened by Rising Costs of Rental Housing:** Herald Review article issued August 4th

NEXT MEETING:

The next regular meeting of the GRHRA Board of Commissioners will be held on Wednesday, September 18th, 2019 beginning at 4:00 p.m. The meeting will be held in the Community Room at 411 7th Street NW, Grand Rapids, MN.

ADJOURNMENT

There being no further business to come before the GRHRA Board of Commissioners, Commissioner Henrichsen made a motion to adjourn the meeting at 5:48 p.m., seconded by Commissioner Toven. Voting Aye: all. **Motion carried.**

Prepared by: Amanda Bostyancic

Signed 
Commissioner Chris Henrichsen, Secretary



**THE HOUSING AND REDEVELOPMENT AUTHORITY
OF GRAND RAPIDS, MN
REGULAR MEETING
September 18th, 2019**

CALL TO ORDER

Pursuant to due notice and call thereof, a Regular Meeting of the Housing and Redevelopment Authority of Grand Rapids was called to order by Chair Blake, at 3:59 p.m. in the Community Room, located at 411 NW 7th Street, Grand Rapids, MN.

CALL OF ROLL

HRA Commissioners Present: Marilyn Rossman, Chris Henrichsen, Michelle Toven, Kathleen Blake, Isaac Meyer (entered at 4:02 p.m.)

HRA Commissioners Absent: None

HRA Staff: Diane Larson, Interim Executive Director, Amanda Bostyancic, Operations Assistant

Guests Present: Renee Patrow, City of Grand Rapids Finance Department, Ray Evans, Resident, Dorothy Monroe, Resident, Laura LaFrance, Resident, Andrew LaFrance, Resident

PUBLIC FORUM:

No comment

APPROVAL OF REGULAR MEETING MINUTES

Commissioner Henrichsen made a motion to approve the Regular Meeting Minutes of August 19, 2019; seconded by Commissioner Toven. *Ayes:* Toven, Blake, Rossman, Henrichsen *Nays:* None *Absent:* Meyer **Motion Carried**

CONSENT AGENDA

Commissioner Toven made a motion to approve the consent agenda containing the following items:

1. Approve verified claims for Public Housing Claims in the amount of \$25,062.74.
2. Approve verified claims for the Crystal Lake Townhome project in the amount of \$29,162.16.
3. Approve verified claims for Pooled Housing in the amount of \$42,286.22.
4. Accept Vacancy Report for all owned housing for the period through 9.01.2019.
5. Consider voiding lost per diem check #505284 issued to Isaac Meyer in the amount of \$45.00 and issue new check.
6. Consider voiding lost payroll check (vacation pay-out) #505693 issued to Jerome Culliton in the amount of \$6,344.41 and issue new check.

{Vice Chair Meyer joined the meeting}

Commissioner Henrichsen seconded the motion. *Ayes:* Toven, Blake, Rossman, Henrichsen, Meyer *Nays:* None *Absent:* None **Motion Carried**

FINANCIAL REPORTS

Renee Patrow, City Finance Department, provided a summary review of the financial reports for the period ending 8/31/2019. Commissioner Meyer asked if a summarized balance sheet could be produced by the software. Larson and Patrow will look into. Commissioner Henrichsen made motion to approve the statements as presented; seconded by Commissioner Rossman. *Ayes:* Toven, Blake, Rossman, Henrichsen, Meyer *Absent:* None **Motion Carried**

CHAIR, EXECUTIVE DIRECTOR, AND COMMITTEE REPORTS

Merger Committee Update:

Commissioner Toven summarized the merger meeting held on September 16, 2019. Merger committee determined Carla J Pedersen with McGrann Shea law firm has the most experience to accomplish the merger process for both HRAs. Merger committee discussed how representation of the board members will look like as one entity. Diane updated the tracking documents and board members received a copy. Isaac Meyer, Barb Sanderson, Tom Pagel, and Diane Larson met with Michael Goldberg, communications consultant, to further discuss a clear message regarding the HRA merger. Board members also received a memo from the merger consultant summarizing the work to date.

MN NAHRO Commissioners Training:

Chair Blake summarized two (2) articles; City Council Hears HRA Update and Rising Costs of Rental Housing. The board members will receive a copy of Blake's key points.

OLD BUSINESS: {None scheduled}

NEW BUSINESS:

Crystal Lake Townhomes- REAC Inspection:

On August 29th a REAC (Real Estate Assessment Center) Inspector conducted a physical property inspection on Crystal Lake Townhomes. Larson, in written report to the board, outlined the inspection process and summarized point deductions. Larson noted that maintenance staff followed up on the 3 health and safety items within 24 hours and will continue working on all defects cited. In addition, staff will work to educate residents on the importance and requirement to report needed repairs. No board action is required at this time.

Approve, by Resolution, the Tenant Selection Plan for Crystal Lake Townhomes:

Minnesota Housing requested changes to the Tenant Selection plan during a Management and Operating Review in June 2019. To ensure compliance with HUD requirements and be in line with industry practices, staff completely revised the existing Tenant Selection Plan. In written report, Larson outlined the content of the plan and recommended adoption of the Tenant Selection Plan for Crystal Lake Townhomes as proposed.

Motion by Commissioner Meyer, seconded by Commissioner Toven to approve Resolution 2019-08, Resolution of the Housing and Redevelopment Authority in and for the City of Grand Rapids, Minnesota, Approving the Adoption of a Tenant Selection Plan for Crystal Lake Townhomes. *Voting Aye:* all *Nays:* None *Absent:* None **Motion Carried.** {See full copy of said Resolution as attached}

Consider Legal Services for Merger work:

A proposed Letter of Engagement from Carla J Pederson with McGrann Shea Carnival Straughn & Lamb, Chartered was provided for approval. The proposed Engagement Letter details the scope of the agreement, its terms, and costs. Larson outlined the specific revisions requested by the merger committee and noted that Ms. Pederson has agreed to all revisions. Commissioner Toven made a motion to accept the Engagement Letter, as revised, with the firm of McGrann Shea Carnival Straughn & Lamb. Her motion is contingent on the Itasca County HRA Board also approving the Engagement Letter. The motion was seconded by Commissioner Henrichsen. *Voting Aye:* all *Nays:* None *Absent:* None **Motion Carried.**

OTHER BUSINESS:

- **Itasca County HRA Board Meeting:** September 24th, 8:00am at Beacon Hill Community Center
- **National NAHRO Conference in San Antonio, TX:** October 8th-11th

NEXT MEETING:

The next regular meeting of the GRHRA Board of Commissioners will be held on Wednesday, October 16th, 2019 beginning at 4:00 p.m. The meeting will be held in the Community Room at 411 7th Street NW, Grand Rapids, MN.

ADJOURNMENT

There being no further business to come before the GRHRA Board of Commissioners, Commissioner Toven made a motion to adjourn the meeting at 5:23 p.m., seconded by Chair Blake. *Voting Aye:* all. **Motion carried.**

Prepared by: *Amanda Bostyancic*

Signed



Commissioner Chris Henrichsen, Secretary

11



HOUSING AND REDEVELOPMENT AUTHORITY OF
GRAND RAPIDS, MN

RESOLUTION 2019-08

**RESOLUTION OF THE HOUSING AND REDEVELOPMENT AUTHORITY IN AND FOR THE
CITY OF GRAND RAPIDS, MINNESOTA, APPROVING THE ADOPTION OF A TENANT
SELECTION PLAN FOR CRYSTAL LAKE TOWNHOMES**

Motion by Commissioner Meyer, seconded by Commissioner Toven to approve Resolution 2019-08 as follows:

WHEREAS, the Grand Rapids Housing & Redevelopment Authority Board of Commissioners desires the proper and efficient administration of the Grand Rapids HRA and;

WHEREAS, from time to time, changes in federal regulation and proper management of HRA programs require the revision, formulation, and updating of policies and/or documents adopted by the HRA Board of Commissioners;

WHEREAS, a Tenant Selection Plan for the Crystal Lake Townhome project has been written incorporating federal regulation and industry best practices for the purpose of establishing policies for the proper and efficient administration of this project.

THEREFORE, BE IT RESOLVED by the Grand Rapids Housing & Redevelopment Authority Board of Commissioners that the Tenant Selection Plan for the Crystal Lake Townhome project be adopted.

Dated this 18th day of September 2019.


Voting Aye: Henrichsen, Rossman, Meyer, Toven, Blake

Voting Nay: None

Absent: None

WHEREUPON, the Chair declared the motion carried and RESOLUTION 2019-08 adopted.


Kathleen Blake, Chair Date


Chris Henrichsen, Secretary Date

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**THE HOUSING AND REDEVELOPMENT AUTHORITY
OF GRAND RAPIDS, MN
REGULAR MEETING
October 16th, 2019**

CALL TO ORDER

Pursuant to due notice and call thereof, a Regular Meeting of the Housing and Redevelopment Authority of Grand Rapids was called to order by Chair Blake, at 4:00 p.m. in the Community Room, located at 411 NW 7th Street, Grand Rapids, MN.

CALL OF ROLL

HRA Commissioners Present: Marilyn Rossman, Chris Henrichsen, Michelle Toven, Kathleen Blake, Isaac Meyer

HRA Commissioners Absent: None

HRA Staff: Diane Larson, Interim Executive Director; Amanda Bostyancic, Operations Assistant

Guests Present: Renee Patrow, City of Grand Rapids Finance Department, Ray Evans, Resident, Dorothy Monroe, Resident, Laura LaFrance, Resident, Judy Peterson, Resident, Andrew LaFrance, Resident

PUBLIC FORUM: {No comment}

APPROVAL OF REGULAR MEETING MINUTES

Commissioner Meyer made a motion to approve the Regular Meeting Minutes of September 18, 2019; seconded by Commissioner Toven. *Ayes:* Toven, Blake, Rossman, Henrichsen, Meyer *Nays:* None *Absent:* None **Motion Carried**

CONSENT AGENDA

Commissioner Toven made a motion to approve the consent agenda containing the following items:

1. Approve verified claims for Public Housing Claims in the amount of \$54,011.24.
2. Approve verified claims for the Crystal Lake Townhome project in the amount of \$25,776.65.
3. Approve verified claims for Pooled Housing in the amount of \$142,400.46.
4. Accept Vacancy Report for all owned housing for the period through 10.01.2019.

Commissioner Meyer seconded the motion. *Ayes:* Toven, Blake, Rossman, Henrichsen, Meyer *Nays:* None *Absent:* None **Motion Carried**

FINANCIAL REPORTS

Renee Patrow, City Finance Department, provided a summary review of the financial reports for the period ending 9/30/2019. Commissioner Henrichsen made a motion to approve the statements as presented; seconded by Commissioner Meyer. *Ayes:* Toven, Blake, Rossman, Henrichsen, Meyer *Nays:* None *Absent:* None **Motion Carried**

CHAIR, EXECUTIVE DIRECTOR, AND COMMITTEE REPORTS

Merger Committee Update:

Larson summarized the revised Letter of Engagement noting that Carla J. Pedersen, Attorney with McGrann Shea, included all requested revisions discussed at the September board meeting. The Letter of Engagement was previously approved by both HRA Boards provided the revisions were made so no further action is necessary. Michael Goldberg, communications consultant, completed community interviews and will present a Draft Interim Report to the merger committee for review. Commissioner Meyer noted the merger committee members did not meet in October but a meeting will be held in November

OLD BUSINESS: {None scheduled}

NEW BUSINESS:

FYE 12.31.2018 Audit Review-Michael Temp, CPA, Tostrud & Temp:

Michael Temp, via conference call, explained and discussed each section of the audit report. Mr. Temp noted Crystal Lake Townhomes had its own audit performed, however, the 12.31.18 audit report now includes this project as a component unit and their financial data is reflected in the report. He summarized by stating the report contained no findings and is a clean audit. At the conclusion of the presentation, board members had opportunity to ask questions directly to the auditor. Commissioner Henrichsen made a motion to accept the 12.31.18 Audit Report as presented, seconded by Commissioner Toven. MC Larson noted that an RFP (Request for Proposals) will be drafted to seek audit proposals for the next three-year period.

Conduct Public Hearing: Agency 5-Year Plan and 5-Year Capital Fund Plan:

Chair Blake announced the Public Hearing Process. Commissioner Toven made a motion to open the public hearing. The motion was seconded by Commissioner Meyer. Larson explained the purpose of hearing is to seek public comment on the agency's proposed PHA 5-Year (HUD-50075-5Y) and the PHA 5-Year Capital Fund Plan. These two documents were presented and reviewed. Judy Peterson, 401 Resident, communicated the need for bathroom upgrades, increase in parking spaces and parking lot upgrades. Larson replied that the HRA intends to seek bids this winter for the bathroom upgrades and anticipates work to begin spring of 2020. Dorothy Monroe, 401 Resident, voiced concerns with curb maintenance. Larson responded that staff will look into repair possibilities and noted the parking lot striping/signage will occur this fall. Commissioner Meyer, seconded by Commissioner Toven to close the public hearing.

Consider approval of the Agency 5-Year PHA Plan:

Commissioner Meyer made a motion to approve the 5-Year PHA Plan, seconded by Commissioner Henrichsen. MC

Consider the approval of Resolution 2019-9, Resolution Approving the 5-Year Capital Fund Plan:

Motion by Commissioner Toven, seconded by Commissioner Meyer to approve Resolution 2019-09, Resolution of the Housing and Redevelopment Authority in and for the City of Grand Rapids, Minnesota, Approving the Five-Year Capital Fund Plan Years 2017-2021.

Voting Aye: all **Nays:** None **Absent:** None **Motion Carried.** {See full copy of said Resolution as attached}

Consider the approval of Resolution 2019-10, Resolution Approving the 2019 Capital Fund Grant and execution of the Civil Rights Certification:

Motion by Commissioner Meyer, seconded by Commissioner Toven to approve Resolution 2019-10, Resolution of the Housing and Redevelopment Authority in and for the City of Grand Rapids, Minnesota, Approving 2019 Capital Fund Grant. **Voting Aye:** all **Nays:** None **Absent:** None **Motion Carried.** {See full copy of said Resolution as attached}

Motion by Commissioner Meyer, seconded by Commissioner Toven to authorize Chair Blake to sign the Civil Right Certification-HUD form 50077-CR for submission to the U.S. Department of Housing and Urban Development. **MC**

Consider the approval of the Pooled Housing Budget for 2020 and establishment of 2020 Rent Structure:

Larson presented the proposed Pooled Housing Rent Structure and options to be effective 1/01/2020. Staff is recommending a 1% increase in rents beginning January 1, 2020 which is supported by the proposed budget for 2020. Larson reviewed the proposed 2020 Pooled Housing Budget noting some format adjustments from prior years. Commission Toven suggested that the board could act on the rent increase proposal and wait to review all budgets together at the November Board meeting. Commissioner Meyer made a motion to accept the staff recommended Pooled Housing Rent structure for 1/01/2020. The motion was seconded by Commissioner Toven. **Voting Aye:** all **Nays:** None **Absent:** None **MC**

OTHER BUSINESS:

- **Itasca County HRA Board Meeting:** October 22th, 8:00am at Casa Tranquilla, 30 Haynes Avenue, Taconite, MN.

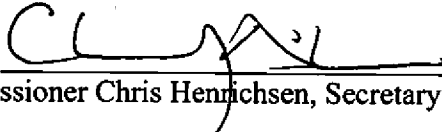
NEXT MEETING:

The next regular meeting of the GRHRA Board of Commissioners will be held on Wednesday, November 20th, 2019 beginning at 4:00 p.m. The meeting will be held in the Community Room at 411 7th Street NW, Grand Rapids, MN.

ADJOURNMENT

There being no further business to come before the GRHRA Board of Commissioners, Commissioner Toven made a motion to adjourn the meeting at 5:20 p.m., seconded by Commissioner Henrichsen. **Voting Aye:** all. **Motion Carried.**

Prepared by: *Amanda Bostyancic*

Signed 
Commissioner Chris Henrichsen, Secretary

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CITY OF GRAND RAPIDS HUMAN RIGHTS COMMISSION

CALL TO ORDER: Pursuant to due notice and call thereof a regular meeting of the Grand Rapids Human Rights Commission was held in Conference Room 2A, Grand Rapids City Hall, Grand Rapids, Minnesota, on Wednesday, October 30, 2019 at 4:00 p.m.

CALL OF ROLL: On a Call of Roll, the following members were present: Commissioners Learmont, Schirber, Moren, Lopez-Cortes, Turman, Ensley, Friesen, and Leming-Salisbury (arrived at 4:28). Absent: Commissioner Erickson

Staff: Kimberly Gibeau

CALL TO ORDER: Chair Moren called the meeting to order at 4:00 p.m.

SETTING AGENDA:

Additions to old business:

- Commissioner On-Boarding
- Interfaith Discussion

Additions to new business:

- Support Within Reach

Motion by Commissioner Learmont, second by Commissioner Lopez-Cortes to approve the agenda as amended. Motion passed by unanimous vote.

APPROVAL OF MINUTES:

Motion by Commissioner Learmont, second by Commissioner Schirber to approve minutes for the August 28, 2019 as amended. Motion passed by unanimous vote.

Motion by Commissioner Turman, second by Commissioner Schirber to approve minutes for September 25, 2019 as presented. Motion passed by unanimous vote.

FINANCIALS:

Review of financials; no change.

Motion by Commissioner Friesen, second by Commissioner Lopez-Cortes to approve the financials as presented. Motion passed by unanimous vote.

PUBLIC COMMENT/ACCOLADES:

Commissioner Schirber states that he was in International Falls, MN and found a rack card on "Tracks in the Snow," a program about the Muslim experience in Minnesota previously hosted in Grand Rapids. He wanted to share the joy of there being other progressive thinkers who agree with the Human Rights Commission.

CIRCLE OF HEALING:

Waiting to find out if they were awarded a \$50,000 grant that could help pay for the Ball Club playground and basketball court. No other news to report.

BIG VIEW UPDATE:

Commissioner Moren notes Poverty & LGBTQ meeting at the Blandin Foundation. Information was well received. Nothing else scheduled at this time.

OLD BUSINESS:

- 1) Review of Indigenous People's Day: There was about 60 people at MacRostie event on Monday, October 14th. Event extended to Wednesday, October 16th with speaker Michael Lyons. Overall, the event was a good success.
- 2) Colored Lines – Commissioner Lopez-Cortes spoke with Ben regarding putting together a budget presentation; however, it was determined that it would be better for the Commission to be involved through sponsorship of a future community event such as a public showing.
- 3) On-boarding/Training – Commissioner Moren spoke with Audel Shokohzadeh, Civic Engagement Director for MN Dept. of Human Rights. He conducts a training titled “Know Your Rights,” and has offered to attend the next meeting on November 27th.
- 4) 2020 Workplan – Commissioner Learmont distributes list of protected classes/covered categories to encourage equitable distribution of Commission focus and programming. This can also be used as a check/balance list for the work plan. Following review of work plan layout, Commissioners will individually divide and prioritize work plan items by quarter for 2020 and submit to City Clerk Gibeau no later than November 13th to be compiled for the November meeting.
- 5) Interfaith Discussion - The committee has not met. Kathleen Blake, former Commission member, has offered to assist with this project.
- 6) Security issues – Chief Johnson plans to attend in November. A closed session prior to the regular meeting will be held to discuss security. There are no scheduled A.L.I.C.E. trainings at this time, however, Sergeant Morgan will advise for if they have one scheduled in the future to allow members to attend if they wish. One can be scheduled if there are 20 or more attendees.

NEW BUSINESS:

- 1) Support within Reach – Commissioner Schirber has invited Sherry Shadley to attend the next meeting and provide a presentation on Support within Reach. Following discussion, this presentation will be scheduled for the December 18th meeting.

CALLS/COMPLAINTS/INQUIRIES:

Commissioner Leming-Salisbury discussed a recently attended presentation addressing the misrepresenting of Native Americans in South Dakota and efforts to correct. Shares information and suggests possibility of the Commission working on providing similar information based on Minnesota.

Commissioner Ensley received a call from Cathy McCarthy, Grand Rapids Rotary, with a request to have a member of the Commission give a presentation at meeting. Also received an email from Tim Sumner, Beltrami County Commissioner, seeking information on forming a Human Rights Commission in his county.

Commissioner Moren received a call from a woman concerned about a friend who is a resident of Grand Rapids, who is mentally ill, and she believes her friend's rights have been infringed upon. She was referred to the MN Dept. of Human Rights.

Through discussion, the Commission is interested in possibly developing a card with numbers of resources to which citizens can be referred.

Commissioner Moren advised that 2020 will begin a new term year and election of officers on the Commission will take place at the March meeting. Members should consider if they are willing to serve in a leadership role on the Commission.

ITEMS FOR NEXT AGENDA:

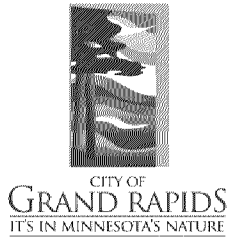
- Closed meeting to discuss Security
- On-Boarding/Training - Audel Shokohzadeh, Civic Engagement Director for MDHR.
- Finalize 2020 Work Plan
- Interfaith Plan follow up

There being no further business, the meeting adjourned at 5:25 PM.

Respectfully submitted:

Kimberly Gibeau

Kimberly Gibeau, City Clerk



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, November 5, 2019 at 4:00 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. Absent: Harry Smith, Kayla Aubid, Myrna Peterson and Ed Zabinski.

Staff Present: Tom Pagel, Kim Gibeau

Setting the Agenda:

Recommended moving presentations by Megan Christianson and Will Richter to after financials. Move Kiosk, Northbank mural project & grant discussion to December meeting.

Motion by Marty, second by Erickson to approve the agenda as amended. Motion passed by unanimous vote.

Correspondence: None.

Approval of Minutes:

Motion by Dodge, second by Erickson to approve minutes of September 10, 2019 Worksession & Regular meetings as presented. Motion passed by unanimous vote.

Financials: Acknowledged.

Artist in Residence: MacRostie is working development of process and procedures. Mr. Pagel will follow up with Katie Marshall and ask her to attend the December meeting.

Public art signage/Information:

Megan Christianson submitted project narrative on the self-guided tour mapping project. Noted were current partners, project highlights, budget, and funding. The complete report is on file in Administration Office. Goal is to have project completed by September 2020.

Library Art Project:

Will Richter, Director of Library Services and Jean MacDonnell, Library Board, present background on the Art Legacy grant awarded to the Grand Rapids Area Library in the amount of

\$12,000 for public art. The deadline for project completion is June 2020. The Library would like to partner with the Commission, requesting funding support for project expenses that exceed the grant award and assistance in working with an artist.

Motion by Dodge, second by Marty to partner with the Library Board in requesting a proposal from artist Adam Swanson for library mural project. Motion passed by unanimous vote.

Old Business:

- GRMN Art Placement Plan Review: Jen Krava, Forecast Public Art, reviewed draft plan, discussed public art philosophy and noted that the plan is meant to serve as a starting point. Members discussed a policy for retiring or decommissioning public art. Communicating information on art projects to the public needs to be better. Final plan will be considered for approval at the December 3rd meeting and then presented to City Council at a worksession on December 16th, requesting adoption.

New Business:

- Mayor's Arts Award: Commissioner Marty will update information for 2020 and advertise for nominations.
- Utility Wraps: Lilah Crowe, Itasca County Historical Society, is interested in collaborating with the Commission to continue the program. Mr. Pagel will work with her to determine scope of jobs, guidelines and funding. A proposal will be requested from Ms. Crowe. Commissioner Siiter will work with staff.

Motion by Marty, second by Erickson directing staff to work with Itasca County Historical Society to determine guidelines for continuing the utility wrap program. Motion passed by unanimous vote.

Items for next agenda:

- Kiosk – Katie Marshall
- Public Art signage
- 2020 Goals
- Northbank mural project and Grant discussion – Katie Marshall, MacRostie
- GRMN Art Placement Plan Review
- Library Art Project update
- Poetry Contest – Library

There being no further business, the meeting adjourned at 5:33 pm.

Respectfully submitted:

Kimberly Gibeau, City Clerk

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, SEPTEMBER 12, 2019
IMMEDIATELY FOLLOWING THE 4:00 P.M. CLOSED MEETING
GRAND RAPIDS CITY HALL – CONFERENCE ROOM 2A
420 NORTH POKEGAMA AVE., GRAND RAPIDS, MINNESOTA**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order on Thursday, September 12, 2019 at 4:29 p.m. in Conference Room 2A of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners: Dale Christy, Sholom Blake, John O’Leary, Rick Blake, Cory Jackson. Absent: Mike Przytarski, Mike Korte.

SETTING OF REGULAR AGENDA: **Approved without addition.**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER O’LEARY, SECOND BY COMMISSIONER CHRISTY TO APPROVE THE MINUTES OF THE AUGUST 22, 2019 REGULAR MEETING. The following voted in favor thereof: R. Blake, S. Blake Jackson, O’ Leary, Christy. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER JACKSON TO APPROVE CLAIMS IN THE AMOUNT OF \$3,001.89.

City of Grand Rapids	\$773.00	Itasca County Recorder	\$46.00
Kennedy & Graven	\$1032.00	MN DEED	\$1,000.00
Minnesota Energy Resources	\$45.49	P.U.C	\$105.40

The following voted in favor thereof: R. Blake, O’Leary, Christy, S. Blake, Jackson. Opposed: None, passed unanimously.

Discuss the use of covenants and restrictions in the conveyance of single-family residential parcels in the plat of Great River Acres.

Covenants, conditions and restrictions are privately created rules between parties regarding the use and improvement of real property. Mr. Mattei provided a copy of a Declaration of Covenants for another plat located within the City. The Commissioners reviewed the notes provided by Mr. Mattei and provided input as to what they would recommend for the plat of Great River Acres. A draft of the Declaration of Covenants for the plat of Great River Acres will be provided at a future meeting for the GREDA to review and provide comments.

Consider approval of a short-term lease with Northwoods Candy Company for space in Central School.

Northwoods would like to create a pop-up shop in Suite 101 of Central School beginning September 1st of this year, opening on October 1st and operating until the end of this year. In the past GREDA has discounted short-term leases toward the end of the fiscal year to generate additional revenue. This lease is for the discounted short term lease rate of \$6.16/sf paid in monthly installments of \$445.06.

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER JACKSON TO APPROVE A SHORT TERM LEASE WITH NORTHWOODS CANDY COMPANY FOR SUITE 101 IN CENTRAL SCHOOL. The following voted in favor thereof: O’Leary, Christy, S. Blake, Jackson, R. Blake. Opposed: None, passed unanimously.

Continue the discussion of an application to MN IRRR grant program funding costs for MN DEED Shovel Ready Site Certification.

At the last meeting the GREDA discussed the new grant program offered by the MN IRRR that would pay 50% of the cost of site due diligence activities and application fees up to \$25,000. The GREDA participated in the Shovel Ready Certification for the Co. Rd 63 property and found it to be very helpful with the up-front completion of the required due diligence during the negotiation of the sale. Mr. Mattei provided updated quotes for geotechnical evaluations, environmental studies and ALTA Surveys of GREDA sites. The Commissioners discussed the proposed sites and which would benefit most from this program. The GREDA agreed the Airport S. Industrial Park would be the best site for the program.

MOTION BY COMMISSIONER O’LEARY, SECOND BY COMMISSIONER CHRISTY TO APPROVE AN APPLICATION TO MN IRRR GRANT PROGRAM FUNDING COSTS FOR MN DEED SHOVEL READY SITE CERTIFICATION AT THE AIRPORT S. INDUSTRIAL PARK SITE. The following voted in favor thereof: R. Blake, Jackson, S. Blake, Christy, O’Leary. Opposed: None, passed unanimously.

Review and consider recommendations for a draft 2020 GREDA Operations Budget and levy request for the Capital Projects Fund.

The Finance Department is requesting GREDA’s recommended Operating Budget for 2020. Mr. Mattei provided a worksheet that showed line item expenditures from 2015-2019, as well as a 2020 proposed budget. For the 2019 budget, GREDA received a levy of \$60,000 a similar request is the recommendation for 2020.

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER JACKSON TO ADOPT THE 2020 GREDA OPERATIONS BUDGET AND LEVY REQUEST OF \$60,000 FOR THE CAPITAL PROJECTS FUND. The following voted in favor thereof: O’Leary, Christy, S. Blake, Jackson, R. Blake. Opposed: None, passed unanimously.

Updates:

IRRRB- A \$250,000 grant has been awarded for the infrastructure at Great River Acres and another \$350,000 for the North Homes expansion.

Blandin Foundation- A \$142,000 grant has been awarded for improvements to the park on the south side of the Mississippi River, \$500,000 has been secured for the CBIL Program and another \$1,000,000 for the Program Related Investment fund.

There being no further business the meeting adjourned at 5:06 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, SEPTEMBER 26, 2019
4:00 P.M.
GRAND RAPIDS CITY HALL – CONFERENCE ROOM 2A
420 NORTH POKEGAMA AVE., GRAND RAPIDS, MINNESOTA**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order on Thursday, September 26, 2019 at 4:00 p.m. in Conference Room 2A of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners: Dale Christy, Sholom Blake, John O’Leary, Rick Blake, Mike Przytarski. Absent: Cory Jackson, Mike Korte.

SETTING OF REGULAR AGENDA: **Approved without addition.**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER O’LEARY TO APPROVE THE MINUTES OF THE SEPTEMBER 12, 2019 REGULAR MEETING. The following voted in favor thereof: R. Blake, S. Blake Przytarski, O’ Leary, Christy. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER O’LEARY, SECOND BY COMMISSIONER R. BLAKE TO APPROVE CLAIMS IN THE AMOUNT OF \$22,507.27.

Itasca County H.R.A	\$12,939.00	IEDC	\$9,502.00
Kennedy & Graven	\$1032.00	MN DEED	\$1,000.00
Minnesota Energy Resources	\$45.49	P.U.C	\$105.40

The following voted in favor thereof: R. Blake, O’Leary, Christy, S. Blake, Przytarski. Opposed: None, passed unanimously.

Review and discussion of Comprehensive Plan Economic Development Chapter-Janna King.

The Commissioners reviewed the goals from the last Comprehensive Plan and looked at the short term economic implementation strategies. It was determined some of the short term strategies could be removed and some could be combined. The next items the Commissioners reviewed were the long term economic implementation strategies. The Commissioners had some changes to the wording of some of the items and some additions. Ms. King and Mr. Mattei will put together the suggested changes and bring them back to the GREDA for approval.

The meeting adjourned at 5:35 p.m. due to lack of a quorum.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, OCTOBER 10, 2019
4:07 P.M.
GRAND RAPIDS CITY HALL – CONFERENCE ROOM 2A
420 NORTH POKEGAMA AVE., GRAND RAPIDS, MINNESOTA**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order on Thursday, October 10, 2019 at 4:07 p.m. in Conference Room 2A of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners: Mike Przytarski, Cory Jackson, Dale Christy, Sholom Blake. Absent: Mike Korte, R. Blake, John O’Leary.

SETTING OF REGULAR AGENDA: **Approved with addition.**

- **Authorize the Executive Director to execute the Blandin Foundation PRI Agreement and Promissory Note.**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER CHRISTY TO APPROVE THE MINUTES OF THE SEPTEMBER 26, 2019 REGULAR MEETING. The following voted in favor thereof: Przytarski, Christy, Jackson, S. Blake. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER PRZYTARSKI TO APPROVE CLAIMS IN THE AMOUNT OF \$291.57.

Erickson’s Itasca Lumber	\$55.25	Kennedy & Graven	\$160.00
Minnesota Energy Resources	\$2.44	P.U.C	\$73.88

The following voted in favor thereof: S. Blake, Jackson, Przytarski, Christy. Opposed: None, motion passed unanimously.

Itasca Economic Development Corporation Update- Tamara Loney.

Tamara Loney, President of IEDC provided a power point highlighting the work they have done this past year and the services they provide.

Review and consider approval of a Declaration of Covenants, Rules and Restrictions for lots in Great River Acres.

The Commissioners reviewed the document and discussed removing the language prohibiting doublewide modular and or prefabricated homes, it was determined that this language has worked in other subdivisions and will remain in the in the declaration.

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER CHRISTY TOP APPROVE THE DECLARATION OF COVENANTS, RULES AND RESTRICTIONS FOR LOTS IN THE PLAT OF GREAT RIVER ACRES. The following voted in favor thereof: Christy, Przytarski, Jackson, S. Blake. Opposed: None, passed unanimously.

Review model Purchase and Development Agreements for lots in Great River Acres.

Mr. Mattei provided two Purchase and Development Agreements for the Commissioners review.

Authorize the Executive Director to execute the Blandin Foundation PRI Agreement and Promissory Note.

The GREDA has received \$500,000 from the Blandin Foundation to use for their CBIL Program.

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER PRZYTARSKI TO AUTHORIZE THE EXECUTIVE DIRECTOR TO EXECUTE THE BLANDIN FOUNDATION PRI AGREEMENT AND PROMISSORY NOTE. The following voted in favor thereof: Jackson, S. Blake, Christy, Przytarski. Opposed: None, passed unanimously.

There being no further business the meeting adjourned at 4:51 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, OCTOBER 24, 2019
4:00 P.M.
GRAND RAPIDS CITY HALL – CONFERENCE ROOM 2A
420 NORTH POKEGAMA AVE., GRAND RAPIDS, MINNESOTA**

CALL TO ORDER: Pursuant to due notice and call thereof, a Regular Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order on Thursday, October 24, 2019 at 4:00 p.m. in Conference Room 2A of City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL: On a Call of Roll the following members were present: Commissioners: Mike Przytarski, Cory Jackson, Dale Christy, John O’Leary. Absent: Mike Korte, Rick Blake, Sholom Blake.

SETTING OF REGULAR AGENDA: **Approved with addition.**

- **Consider a short term lease with Twisted Metals at the discounted rate.**

MOTION BY COMMISSIONER O’LEARY, SECOND BY COMMISSIONER JACKSON TO APPROVE THE AGENDA WITH ADDITION. The following voted in favor thereof: Przytarski, O’Leary, Christy, Jackson. Opposed: None, passed unanimously.

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER JACKSON TO APPROVE THE MINUTES OF THE OCTOBER 10, 2019 REGULAR MEETING. The following voted in favor thereof: Przytarski, Christy, Jackson, O’Leary. Opposed: None, passed unanimously.

Consider approval of a Purchase and Development Agreement with Dean J and Mary K Singsank.

Dean and Mary Singsank have submitted a purchase and development agreement for Lot 8, Block 3 of the plat of Great River Acres in the amount of \$45,000 which shall be payable with earnest money in the amount of \$4,500, receipt of which is hereby acknowledged, and the balance payable by certified check on the Date of Closing. The Date of Closing shall be no later than December 15, 2019.

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER PRZYTARSKI TO APPROVE A PURCHASE AND DEVELOPMENT AGREEMENT WITH DEAN J AND MARY K SINGSANK. The following voted in favor thereof: Jackson, Przytarski, O’Leary, Christy. Opposed: None, passed unanimously.

Review the revised draft Economic Development Chapter for the Comprehensive Plan Update.

Staff provided a copy of the draft Economic Development Chapter for the Comprehensive Plan Update for the Commissioners review.

Consider a short term lease with Twisted Metal at the discounted rate.

Twisted Metals would like to lease suite 109 on the first floor from November 1st, 2019 to Decemeber 1st, 2019 at the discounted rate of \$861.05.

MOTION BY COMMISSIONER O'LEARY, SECOND BY COMMISSIONER PRZYTARSKI TO APPROVE A SHORT TERM LEASE WITH TWISTED METALS. The following voted in favor thereof: Jackson, O'Leary, Christy, Przytarski. Opposed: None, passed unanimously.

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER O'LEARY TO ADJOURN THE MEETING AT 4:18 P.M.

Respectfully submitted:

Aurimy Groom, Recorder



CITY OF GRAND RAPIDS

Minutes - Final - Final Public Utilities Commission

Wednesday, October 16, 2019

4:00 PM

Conference Room of Public Utilities Service Center

1 CALL TO ORDER

A Regular Meeting of the Grand Rapids Public Utilities Commission was held on Wednesday, October 16, 2019 at 4:00 PM in the Conference Room 112 of the Public Works/Public Utilities Service Center at 500 SE 4th Street.

2 CALL OF ROLL

Present 4 - President Tom Stanley, Commissioner Rick Blake, Commissioner Kathy Kooda, and Commissioner Luke Francisco

Absent 1 - Secretary Greg Chandler

Others Present: General Manager Kennedy, Finance Manager Betts, Electric Department Manager Goodell, Wastewater/Wastewater Department Manager Mattson, Administrative/HR Assistant Flannigan, Attorney Bengtson.

3 APPROVAL OF MINUTES

- 3.a. 19-0602 Consider a motion to approve the minutes of the September 11, 2019 regular meeting and the September 24, 2019 special meeting.

A motion was made by Commissioner Rick Blake, seconded by Commissioner Kathy Kooda, to approve the minutes of the September 11, 2019 regular meeting and the September 24, 2019 special meeting. The motion PASSED by unanimous vote.

4 CITY TREASURER'S REPORT AND INVESTMENT ACTIVITY REPORT

- 4.a. 19-0656 Consider a motion to approve the City Treasurer's Report and the Investment Activity Report for September 2019.

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

A motion was made by Commissioner Luke Francisco, seconded by Commissioner Rick Blake, to approve the City Treasurer's Report and the Investment Activity Report for September 2019. The motion PASSED by unanimous vote.

5 PUBLIC FORUM

None present.

6 COMMISSION REPORTS

No items.

7 ADMINISTRATION

- 7.a. 19-0660 Review the Administration Department Report.

General Manager Kennedy reviewed the September Wholesale Electric Service Cost with the Commission.

Received and Filed

8 ACCOUNTING AND FINANCE

- 8.a. 19-0658 Review the Accounting and Finance Operations Report for September 2019.

Finance Manager Betts reviewed the Accounting and Finance Operations Report for September with the Commission.

Received and Filed

9 ELECTRIC DEPARTMENT

- 9.a. 19-0652 Review the Electric Department Operations Report for September 2019.

Electric Department Manager Goodell reviewed the Electric Department Operations Report for September with the Commission.

Received and Filed

10 WASTEWATER TREATMENT FACILITY OPERATIONS

- 10.a. 19-0648 Review the Wastewater Treatment Facility Operations Report for September.

Wastewater/Wastewater Department Manager Mattson reviewed the Wastewater Treatment Facility Operations Report for September with the Commission.

Received and Filed

11 WATER AND WASTEWATER COLLECTION

- 11.a. 19-0655 Review the Water and Wastewater Collection Operations Report for September.

Wastewater/Wastewater Department Manager Mattson reviewed the Water/Wastewater Collection Operations Report for September with the Commission.

Received and Filed

- 11.b. 19-0654 Consider a motion to approve the capital expenditure of a jetter/vac truck and camera system for the wastewater collection system.

A motion was made by Commissioner Rick Blake, seconded by Commissioner Luke Francisco, to accept a quote under state bid pricing and approve the purchase of a Jetter/Vactor 2100 Peterbuilt Truck and Envirosight Rover V Trailer Camera System from MacQueen Equipment for \$543,476.00. The motion PASSED by unanimous vote.

12 SAFETY

- 12.a. 19-0659 Review the Safety Report for September 2019.

General Manager Kennedy reviewed the Safety Report for September with the Commission.

Received and Filed

- 12.b. 19-0661 Consider a motion to approve enrollment in the MMUA Safety Management Program from October 2019 through September 2020 and authorize the General Manager to sign the agreement.

A motion was made by Commissioner Kathy Kooda, seconded by Commissioner Luke Francisco, to approve enrollment in the MMUA Safety Management Program from October 2019 through September 2020 and authorize the General Manager to sign the agreement. The motion PASSED by unanimous vote.

13 DISCUSSION AND CORRESPONDENCE

General Manager Kennedy received a thank you letter from Kissimmee Utility Authority thanking the Grand Rapids Public Utilities for responding with the Minnesota Municipal Utilities group to the Mutual Aid Assistance request during Hurricane Dorian.

14 VERIFIED CLAIMS

- 14.a. 19-0657 Consider a motion to approve the verified claims for September:
Computer Check Register \$ 1,271,991.39
Manual Check Register \$ 429,102.96

A motion was made by Commissioner Luke Francisco, seconded by Commissioner Kathy Kooda, to approve verified claims for July in the amount of \$1,701,094.35 (Computer Check Register \$1,271,991.39 and Manual Check Register \$429,102.96). The motion PASSED by unanimous vote.

15 ADJOURNMENT

By call of the chair, the regular meeting was declared adjourned at 4:41 PM.

Respectfully submitted: Christine Flannigan, Administrative/HR Assistant.

The next regular Commission meeting is Wednesday, November 13, 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, November 26, 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.

PUBLIC UTILITIES COMMISSION
ACCOUNTS PAYABLE
SEPTEMBER 2019
(Meeting Date 10/16/19)

NAME	AMOUNT	NAME	AMOUNT
ABM Equipment & Supply	944.31	Minnesota Lawn Care	1,315.25
APG Media	277.70	Minnesota Municipal Utilities Assoc	713.00
Acheson Tire	40.00	Minnesota Power	894,440.28
Advantage Systems Group	740.04	Alicia Morhart	150.00
AmeriPride Services	286.82	NEMMPA	2,000.00
Automation Direct	99.00	NTS	436.50
Badger State Inspection	14,528.00	Nalco Water	222.25
Border States	2,334.40	Nextera	590.57
Burggrafs Ace Hardware	258.96	North Central Laboratories	164.93
Busy Bees Quality Cleaning	2,066.02	Northern Business Products	673.89
CW	5,448.80	Pace Analytical	79.00
Call Net	995.00	Paramount Safety & Training	1,285.03
Carquest	220.18	Phil's Garage Door Service	1,181.00
Casper Construction Inc	555.00	Polydyne Inc	54,518.83
City of Grand Rapids	19,195.96	Kyle Potter	134.99
Coalition of Greater Minnesota	3,417.00	Public Utilities Commission	3,146.48
Cole Hardware	857.04	RMB Environmental Labs	369.00
Compass Minerals	5,062.44	James Radtke	5,189.76
Core & Main	7,307.91	Rapid Pest Control	101.75
Dakota Fluid Power	548.97	Rapids Printing	877.50
Dakota Supply Group	23,275.72	Rapids Welding Supply	194.75
Davis Oil	1,992.26	S E H	11,000.00
Tony Devries-Flinck	57.62	Sandstroms	718.24
Energy Insight	2,196.86	Slipstream	405.32
Engineered Sales Co	647.28	Solenis	40,229.20
Fastenal	1,486.13	Stuart Irby	8,844.33
Ferguson	1,598.52	TNT Aggregates LLC	27,142.00
Figgins Truck & Trailer Repair	186.25	Team Marinucci	44.00
Further	151.50	Treasure Bay Printing	1,661.00
Grainger	1,951.50	US Bank	500.00
Graybar Electric	1,180.44	USA Bluebook	153.41
Green Again Lawn & Aeration Inc	7,655.79	United Electric	461.94
Hach	219.38	Venator Chemicals LLC	25,662.00
Mark Hansen	159.99	Viking Electric Supply	15,163.39
Hawkins Inc	20,675.93	Waste Management	2,093.69
Itasca Computer Resources	1,369.96	Wells Fargo Business Cards	8,391.51
Itasca Utilities Inc	9,124.50	Wells Fargo Corporate Trust	525.00
JJ Keller	1,299.00	Wesco	9,086.62
JMB Automotive	1,554.30	Xerox Corporation	266.54
Joe's Garage	200.93		
Johnson Controls	1,892.00	Appliance Rebates:	
Johnson , Killen & Seiler	705.87	Brian Osterman	50.00
KOZY	1,380.00	Bonnie Muotka	50.00
L & M Supply	497.52		
Lano, O'Toole & Bengston	378.00		
Latvala Lumber Co	192.73	TOTAL	1,271,991.39
Locators & Supplies Inc	177.27		
McMaster-Carr	1,236.47		
Manning Environmental	92.67		
Steve Mattson	89.90		
Minnesota Dept of Commerce	2,948.60		

SEPTEMBER 2019 MANUAL CHECK REGISTER

<u>Date</u>	<u>Check #</u>	<u>Vendor Name</u>	<u>Amount</u>
9/3/2019	3985	Northeast Service Cooperative	3,840.00
9/3/2019	3986	Health Partners	65,433.76
9/3/2019	3987	Invoice Cloud	2,282.35
9/6/2019	3988	Public Employees Retirement Association	5,877.18
9/6/2019	3989	Minnesota Dept. of Revenue	1,078.18
9/6/2019	3990	Wells Fargo Bank	8,276.94
9/6/2019	3991	Empower Retirement	5,369.41
9/16/2019	3992	Public Employees Retirement Association	15,980.75
9/16/2019	3993	Minnesota Dept. of Revenue	4,894.28
9/16/2019	3994	Wells Fargo Bank	28,018.88
9/16/2019	3995	Empower Retirement	9,414.50
9/20/2019	3996	Public Employees Retirement Association	468.16
9/20/2019	3997	Minnesota Dept. of Revenue	122.83
9/20/2019	3998	Wells Fargo Bank	731.91
9/20/2019	3999	Empower Retirement	234.81
9/17/2019	4000	Further	208.33
9/13/2019	4001	Further	2,664.16
9/20/2019	4002	Minnesota Department of Revenue	61,913.00
9/25/2019	4003	Empower Retirement	1,471.10
9/30/2019	4004	Public Employees Retirement Association	15,334.36
9/30/2019	4005	Minnesota Dept. of Revenue	4,576.14
9/30/2019	4006	Wells Fargo Bank	26,273.61
9/30/2019	4007	Empower Retirement	9,141.48
9/30/2019	4008	Further	100.00
9/6/2019	75404	O.D.C.	1,892.64
9/6/2019	75405	Postage By Phone System	3,000.00
9/9/2019	75406	Minnesota Energy Resources Corp.	18.00
9/9/2019	75407	United Parcel Service	50.29
9/13/2019	75470	Customer Refunds- Darlene Freeman & Wm Sweeney	102.90
9/13/2019	75471	Customer Refunds- Zachary Giese	66.45
9/13/2019	75472	Customer Refunds- Daniel Kaiser	38.92
9/13/2019	75473	Customer Refunds- Shawn Mithun	104.44
9/13/2019	75474	Customer Refunds- Waylon Daley	104.58
9/13/2019	75475	Customer Refunds- Tina Haugen	94.68
9/13/2019	75476	Customer Refunds- Betsy Sobolik	196.32
9/13/2019	75477	Customer Refunds- Dion Berger	129.46
9/13/2019	75478	Customer Refunds- Leanne Langeberg	84.19
9/13/2019	75480	Minnesota Benefit Association	111.57
9/13/2019	75481	NCPERS Group Life Ins	128.00
9/13/2019	75482	MN Child Support Payment Center	277.34
9/20/2019	75483	United Parcel Service	70.62
9/20/2019	75484	UNUM Life Insurance Co of America	1,897.97
9/25/2019	75485	First Net / AT & T Mobility	176.95
9/25/2019	75486	Glusica, Andrew	302.48
9/25/2019	75487	Verizon Wireless	711.83
9/25/2019	75488	Wells Fargo Business Card	2,119.71
9/26/2019	75527	City of LaPrairie	13,177.86
9/30/2019	75528	City of Grand Rapids	72,333.33
9/30/2019	75529	MN Child Support Payment Center	277.34
9/30/2019	75530	Minnesota Council 65	1,824.00
9/30/2019	75531	City of Grand Rapids	55,110.47
9/30/2019	75535	City of Grand Rapids	994.50
		Checks Previously Approved	0.00 **
		Manual Checks to be approved	429,102.96
		TOTAL MANUAL CHECKS	429,102.96



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0773 **Version:** 1 **Name:** Temp Contol Upgrade 2019
Type: Agenda Item **Status:** Engineering\Public Works
File created: 12/5/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider approving a hardware and software upgrade to the existing temperature controls at City Hall, Fire Hall and Library.

Sponsors:

Indexes:

Code sections:

Attachments: [Supervisor N4 GTC\\$\\$](#)

Date	Ver.	Action By	Action	Result
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Consider approving a hardware and software upgrade to the existing temperature controls at City Hall, Fire Hall and Library.

Background Information:

The current temperature control systems which were installed in 2008 to increase efficiency at City Hall, Fire Hall and Library have exceeded the life expectancy. These upgrades will come with improved graphics and ease of use and incorporate the controls for all buildings to one web page. Building Maintenance staff will have the ability to control the buildings at a remote location from a computer, iPad or cell phone. The access control system which controls the doors and access to the Fire Hall, Police Department and the new security door at City Hall is also included in this upgrade. The cost includes any available software upgrades for 5 years and the life expectancy of the new system is 10 years.

We received one quote from Gartner Refrigeration and Temperature Controls in the amount of \$28,472. Staff recommends purchasing this upgrade from Gartner because they originally installed the system and it is an upgrade to that system. Gartner has maintained this system since it was installed. If we change vendors at this point a completely new system will be required and the cost will not be feasible. The Building Maintenance budget will cover the costs for these upgrades.

Staff Recommendation:

Staff recommends council consider authorizing Building Maintenance to accept quote and authorize Gartner Refrigeration and Temperature Controls to install hardware and software upgrades to temperature controls at City Hall, Fire Hall and Library for a cost of \$28,472.

Requested City Council Action

Make a motion authorizing Building Maintenance to accept quote and authorize Gartner Refrigeration and Temperature Controls to install hardware and software upgrades to temperature controls at City Hall, Fire Hall and Library for a cost of \$28,472.



Gartner

Date: 12-3-19

Attn: City of Grand Rapids

Project: Building Automation System Upgrade

Overview:

WEBS N4 HVAC Supervisor (Licensed for up to 10 JACEs)

Honeywell N4 Supervisor will allow for City Wide management of all remote locations from a single log-in campus graphical map. This “one to many” structure allows for quicker management, alarm notification and better security. The N4 Supervisor software would be located on a server and managed by the City. In addition a 5 year (SMA) software maintenance agreement will be added to license to cover any new releases offered by Honeywell. This N4 Supervisor will integrate the HVAC direct digital control systems at the City Hall, Fire Hall, and Library.

WEBS N4 HVAC Supervisor Price.....\$ 13,280.00

HVAC WEB600 AX to WEB8000 N4 Upgrade (City Hall & Fire Hall)

This building automation hardware upgrade will provide more computing power, better graphics, and provide integration to the N4 Supervisor.

HVAC WEB600 AX to WEB8000 N4 Price.....\$ 8,258.00

() Total Price.....\$ 21,538.00

Add Alternate

Upgrade the Security Control Hardware at the City Hall and Fire Hall and integration to N4 Supervisor.

Security JACE Hardware Upgrade Price.....\$ 6,934.00

() Total Price w/ Add Alt.....\$ 28,472.00

Includes:

All pricing will include installation, application engineering, programming, project management, commissioning, owner training and warranty. All deficiencies found outside project scope will be reported on and pricing will be provided upon owner’s request.

We will commence with specified work upon P.O or written approval.

Respectfully Submitted by:

Ryan Kyllonen; *Control Project Estimator*, ryan@gartner1.com, 218-740-1129

Alan Gajda; *Project Manager*, alan@gartner1.com, 218-740-1137

Adam Salmela; *Sr. Account Manager*, adam@gartner1.com, 218-740-1125



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0792 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Fire
File created: 12/11/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider authorizing the purchase and installation of emergency lights, siren, and truck accessories for the new 117 utility fire truck.
Sponsors:
Indexes:
Code sections:
Attachments: [117 EAT Quote](#)

Date	Ver.	Action By	Action	Result
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Consider authorizing the purchase and installation of emergency lights, siren, and truck accessories for the new 117 utility fire truck.

Background Information:

At a previous City Council Meeting, the City Council approved the Grand Rapids Fire Department to purchase a new pick-up truck. The truck was a budgeted expenditure taken out of the Truck Depreciation Fund with the recommendation to come back at a later council meeting to get authorization to outfit this truck with lights, sirens, tonneau cover, nerf bars, and bed liner. The fire department would like to utilize the same company who we currently use to outfit all of our police squads. The fire department would also request the purchase of a tonneau cover, nerf bars, and bed liner for Lake Wood Chrysler where we purchased the truck.

Staff Recommendation:

Grand Rapids Fire Chief Travis Cole recommend accepting the quote of \$7,290.37 from Emergency Automotive Technologies, Inc. (EAT) to install the emergency lights and sirens as well as authorize the installation of the tonneau cover, nerf bars, and bed liner from Lake Woods Chrysler not to exceed \$1800 which is a budgeted expenditure to be taken out of the Truck Depreciation Fund.

Requested City Council Action

Make a motion accepting the quote of \$7,290.37 from Emergency Automotive Technologies, Inc. (EAT) to install the emergency lights and sirens as well as authorize the installation of the tonneau cover, nerf bars, and bed liner from Lake Woods Chrysler not to exceed \$1800 plus any additional tax taken out of the Fire Departments Truck Depreciation Fund.



**EMERGENCY AUTOMOTIVE
TECHNOLOGIES, INC.**

**2755 Geneva Ave. North
Oakdale, MN 55128**

Quote

Date	Quote #
9/6/2019	MP090519-13

Name / Address
CITY OF GRAND RAPIDS ATTN: ACCTS PAYABLE 420 N POKEGAMA AVE GRAND RAPIDS, MN 55744 USA

Ship To
EATI NORTH ATTN: BRAYDON FLAMANG 1432 EAST 2ND STREET DULUTH, MN 55805 USA

P.O. No.	Terms	Due Date	Account #	Rep	FOB
	NET 30	10/6/2019		MCP	ORIGIN

Qty	Item	Description	U/M	Price	Total
1	CONTACT	GRAND RAPIDS FIRE JOHN LINDER CELL: #218.259.5716 JLINDER@CI.GRAND-RAPIDS.MN.US		0.00	0.00
1	VEHICLE	2019 NEW BODY STYLE DODGE RAM 3500 HD CREW CAB 4X4 6.6' BOX - 40/20/40 FRONT SEATS		0.00	0.00
1	BK0534DRT19...	SETINA PB400VS ALUMINUM PUSH BUMPER FOR 2019+ NEW BODY STYLE DODGE RAM 2500-3500	ea	299.25	299.25
1	HK0809DRT19...	SETINA PB8 STEEL HEADLIGHT GUARD DOUBLE LOOP FOR 2019+ NEW BODY STYLE DODGE RAM 2500-3500	ea	276.75	276.75
1	EMPS2STS3B	SOUNDOFF MPOWER STUD MOUNT LIGHTHEAD - BLUE - 8 LED SOLID COLOR - EDGE BRACKET SOLD SEPARATELY - PUSH BUMPER FORWARD		93.33	93.33
1	EMPS2STS3R	SOUNDOFF MPOWER STUD MOUNT LIGHTHEAD - RED - 8 LED SOLID COLOR - EDGE BRACKET SOLD SEPARATELY - PUSHBUMPER FORWARD		93.33	93.33
2	PMP2BKDGJAJ	SOUNDOFF MPOWER STUD MOUNT 4" LIGHTHEAD BRACKET - 90 DEGREE DECK/GRILLE BRACKET		6.12	12.24
1	EMPS1SMS3B	SOUNDOFF MPOWER SCREW MOUNT 3" LIGHTHEAD - BLUE - 8 LED SINGLE COLOR - PUSH BUMPER SIDE		89.25	89.25
1	EMPS1SMS3R	SOUNDOFF MPOWER SCREW MOUNT 3" LIGHTHEAD - RED - 8 LED SINGLE COLOR - PUSH BUMPER SIDE		89.25	89.25
1	7160-1383	2019 PLUS NEW BODY STYLE RAM 1500-5500 LEG KIT	KIT	84.00	84.00
1	7160-0085	7160-0085 MCS TOP PLATE - LONG VERSION		60.60	60.60



**EMERGENCY AUTOMOTIVE
TECHNOLOGIES, INC.**

**2755 Geneva Ave. North
Oakdale, MN 55128**

Quote

Date	Quote #
9/6/2019	MP090519-13

Name / Address
CITY OF GRAND RAPIDS ATTN: ACCTS PAYABLE 420 N POKEGAMA AVE GRAND RAPIDS, MN 55744 USA

Ship To
EATI NORTH ATTN: BRAYDON FLAMANG 1432 EAST 2ND STREET DULUTH, MN 55805 USA

P.O. No.	Terms	Due Date	Account #	Rep	FOB
	NET 30	10/6/2019		MCP	ORIGIN

Qty	Item	Description	U/M	Price	Total
1	7170-0567-00	GAMBER JOHNSON UNIVERSAL WIDE BODY CONSOLE BOX (7160-0894) WITH CUPHOLDER (7160-0846) AND 2" WIDE ACCESORY POCKET (7160-0924)	ea	414.60	414.60
1	7160-0339	GAMBER JOHNSON FULL SIZE FACEPLATE FOR MCS CONSOLE FOR WHELEN CEN-COM GOLD CONTROL HEAD SOUND OFF SIGNAL 400 SERIES		0.00	0.00
1	7160-0322	GAMBER JOHNSON FULL SIZE FACEPLATE FOR MCS CONSOLE FOR APX-4500 SELF CONTAINED RADIO		0.00	0.00
2	7110-1013	GAMBER JOHNSON ARMREST FOR SIDE OF CONSOLE - DRIVER'S SIDE		83.40	166.80
1	CCSRN4	WHELEN CEN-COM CARBIDE REMOTE SIREN/SWITCHING SYSTEM - SPECIFY CONTROL SEPARATELY		695.00	695.00
1	CANCTL6	WHELEN CONTROL HEAD FOR CANTROL AND CABIDE SYSTEMS WITH ROTARY SIREN KNOB		0.00	0.00
1	SA315P	WHELEN 100 WATT COMPOSITE HOUSING SIREN SPEAKER - BRACKETS SOLD SEPARATELY		190.24	190.24
1	HWLUNI	WHELEN HOWLER - LOW FREQUENCY SIREN - INCLUDES SIREN AMP AND 1 SPEAKER - INCLUDES UNIVERSAL MOUNTING BRACKET		350.32	350.32
1	SAK9	SAK9 SA-315 UNIVERSAL/SWIVEL BAIL TYPE MOUNT KIT 01-046A240-000 REPLACED SABKT9		23.78	23.78
1	ENFWBFS - D...	SOUND OFF NFORCE INTERIOR FRONT SPLIT VISOR BAR - DUAL COLOR - R/W, R/W, R/W, R/W, B/W, B/W, B/W, B/W	ea	864.45	864.45



**EMERGENCY AUTOMOTIVE
TECHNOLOGIES, INC.**

**2755 Geneva Ave. North
Oakdale, MN 55128**

Quote

Date	Quote #
9/6/2019	MP090519-13

Name / Address
CITY OF GRAND RAPIDS ATTN: ACCTS PAYABLE 420 N POKEGAMA AVE GRAND RAPIDS, MN 55744 USA

Ship To
EATI NORTH ATTN: BRAYDON FLAMANG 1432 EAST 2ND STREET DULUTH, MN 55805 USA

P.O. No.	Terms	Due Date	Account #	Rep	FOB
	NET 30	10/6/2019		MCP	ORIGIN

Qty	Item	Description	U/M	Price	Total
1	ETHFSS-SP-ISO	SOUNDOFF SOLID STATE SELECT-A-PATTERN HEADLIGHT FLASHER - ISOLATED - POSITIVE OUTPUT		42.84	42.84
1	ETFBSSN-P	SOUNDOFF SOLID STATE TAIL LIGHT FLASHER - 12 WIRE - ISOLATED POSITIVE OUTPUTS	ea	39.27	39.27
1	ENT2B3D	SOUND OFF INTERSECTOR SUPER LED LIGHT - 18 LED DUAL COLOR - RED/WHITE		151.98	151.98
1	ENT2B3E	SOUND OFF INTERSECTOR SUPER LED LIGHT - 18 LED DUAL COLOR - BLUE/WHITE		151.98	151.98
1	FN-0816D RAB	FENIEX FUSION LIGHT STICK - 8 HEAD - DUAL COLOR - ALL 40 DEGREE OPTICS - RED DRIVER, BLUE PASSENGER PRIMARY, ALL AMBER SECONDARY		547.68	547.68
1	DBKT4	ANGLE MOUNT BRACKET KIT FOR DOMINATORS		13.92	13.92
1	H-2219 BW	FENIEX CANNON 12-LED HIDEAWAY - 3 MODE FUNCTIONALITY - SELF-CONTAINED - SYNCHRONIZABLE - SPLIT BLUE/WHITE		77.28	77.28
1	H-2219 RW	FENIEX CANNON 12-LED HIDEAWAY - 3 MODE FUNCTIONALITY - SELF-CONTAINED - SYNCHRONIZABLE - SPLIT RED/WHITE		77.28	77.28
1	MAGNETIC MI...	MAGNETIC MIC CLIP		34.95	34.95
1	LABOR-DULU...	LABOR CHARGE FOR SERVICES PERFORMED	hr	2,000.00	2,000.00
1	EX-MISC SUP...	STANDARD SHOP SUPPLIES FEE FOR GENERAL INSTALLATION AND WIRING MATERIALS		350.00	350.00
1	FREIGHT-INB...	INBOUND FREIGHT CHARGES FOR ABOVE TO BE APPLIED AT TIME OF SHIPMENT(S) - FOB ORIGIN		0.00	0.00

If you would like to turn this quote into an order, please let your sales rep know ASAP!

Total

\$7,290.37



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0794 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Fire
File created: 12/11/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider accepting a quote from BG innovations for purchase and installation of a Smart Board to replace outdated equipment in Fire Hall meeting room.

Sponsors:

Indexes:

Code sections:

Attachments: [BG Innovations Smart Board Bid](#)

Date	Ver.	Action By	Action	Result
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Consider accepting a quote from BG innovations for purchase and installation of a Smart Board to replace outdated equipment in Fire Hall meeting room.

Background Information:

The Grand Rapids Fire Department has been in the process of upgrading the fire hall and would like to replace our outdated audio visual equipment and computer in our meeting room. We have assessed our needs and determined the purchase and installation of this smart board would replace all of the outdated systems in our meeting room. Fire department staff along with City I.T. staff has looked at several option and have determined that the “BenQ RP8601K ProColor 86” display and components from BG Innovations will meet these needs. BG Innovations specialize in smart boards. This same company will be installing the same products in both of our new elementary schools. This smart board will be used for PowerPoint presentations and allow us to use incorporate it into our fire drills, pre-plans, and fire call critiques. This smart board and meeting room will be available for other departments to utilize as well. The purchase and installation will be utilized from the taconite production tax proceeds that was set aside for the fire department for future fire hall and/or upgrades.

Staff Recommendation:

Approve awarding bid to BG Innovations for \$8,982.44 for installation of the BenQ 86” ProColor display smartboard and component and the cost of plug-in outlet and data port for smartboard utilizing the taconite production tax proceeds.

Requested City Council Action

Make a motion awarding bid to BG Innovations for \$8,982.44 for installation of the BenQ 86” ProColor display smartboard and component and the cost of plug-in outlet and data ports for smartboard utilizing the taconite production tax proceeds.



BG Innovations
 2822 Snowy Owl Circle
 Duluth MN 55804
 888-668-0759

ESTIMATE

Bill To
Grand Rapids Fire Department 18 NE 5th St Grand Rapids 55744 MN

Estimate#	EST-2561
Estimate Date	14 Sep 2019

Item	Description	Qty	Rate	Amount
BenQ: RP8601K - FirstTimeBuyers	86",BLACK,3840x2160,TV,400,1200:1,VGA /Display Port / HDMI x3/ RJ45/RS232/USB (Type A/B)	1.00	4,900.00	4,900.00
BenQ: OPS: Slot in PC	BLACK,BenQ PDP BLACK IE1002 for RM series RP6501K /RP7501K/RP8601K, IE1002 (I5 4GB*2 128 SSD) PDP BLACK, PN: 5J.F4R11.011	1.00	899.00	899.00
Boxlight: BalanceBox: 400-90	Balance 400 mount, Wall mounting bracket, Brushed stainless steel wall frame cover and fasteners and VESA bracket	1.00	889.00	889.00
BenQ: IFP: Wifi Dongle	IFP USB dongle that provides wireless internet access. WiFi/BT combo dongle for RP654K/RP704K/RP750K /RP860K	1.00	49.00	49.00
BenQ: NFC Cards	NFC Card	1.00	5.00	5.00
Discount	Pre-approved Discount - Non profit	1.00	-44.00	-44.00
Installation	Installation of ProColor 86" display including pulling and terminating HDMI, USB, Audio and VGA cabling. All cables at 50', plenum rated and termination at wall plate and box.	1.00	1,600.00	1,600.00
Shipping		1.00	684.44	684.44

We look forward to working with you.

Sub Total	8,982.44
Total	\$8,982.44

Terms & Conditions

Please add 2.9% to total if credit card will be used.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0801 **Version:** 1 **Name:**
Type: Public Hearing **Status:** Public Hearing
File created: 12/12/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Conduct a public hearing to consider the establishment of Tax Increment Financing District 1-12
Sponsors:
Indexes:
Code sections:
Attachments: [TIF District 1-12 City Council Public Hearing Meeting Pillars Analysis Memo 11-5-19.pdf](#)

Date	Ver.	Action By	Action	Result
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Conduct a public hearing to consider the establishment of Tax Increment Financing District 1-12

Background Information:

(Background contained in attached presentation)

Requested City Council Action

Conduct a public hearing to consider the establishment of Tax Increment Financing District 1-12



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

Tax Increment Finance (TIF) Housing District 1-12

Oppidan Inc.

The Pillars of Grand Rapids Senior Housing

Public Hearing

December 16, 2019

Community Development Department



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

Project Background

- **Oppidan Inc. of Excelsior, MN (Developer) filed an application for TIF Business Assistance on February 8th of this year requesting Tax Increment Financing (TIF) in the amount of \$4,000,000.**
- **Project Scope – The Developer’s application detailed a proposal for the construction of a 119-unit senior housing development, with underground parking, consisting of: 68 independent senior apartments, 30 assisted living, 20 memory care and 1 guest unit. Ebenezer Management Services is proposed to be the contracted operator of the facility.**
- **Project Timeline and Cost - The project is proposed to begin in the spring of 2020. The estimated total development cost is approximately \$27 million.**
- **Project Location – The project is proposed to be located on a 6-acre portion of Parcel No. 91-030-1102, which is owned by Grand Itasca Clinic and Hospital. The proposed project would be accessed through an extension of 8th St. SW from the plat of Great River Acres.**

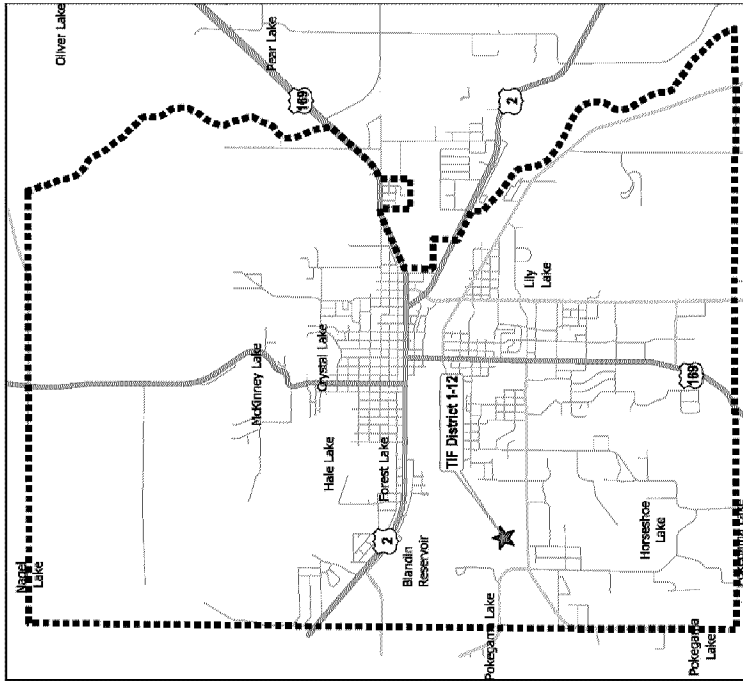


CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

Project Background

Tax Increment Financing District No. 1-12 located in Municipal Development District No. 1

City of Grand Rapids, MN



Legend
■ Municipal Development District No. 1
■ Tax Increment Financing District No. 1-12
--- are coterminous with the City limits.



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

Project Background

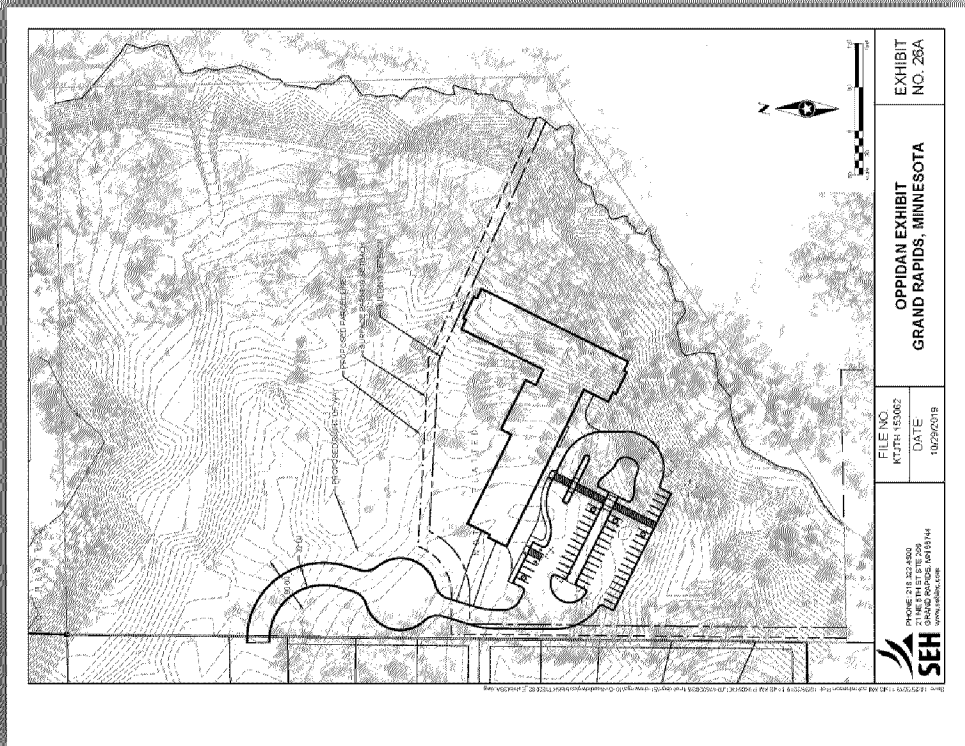


Community Development Department



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

Project Background



Community Development Department



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

Project Background

Project Sources and Uses:

Sources/Revenue:		Uses/Development Costs:	
First Mortgage	\$17,327,400	Site Acquisition	\$475,000
Equity	\$9,311,300	Construction Costs	\$18,330,700
		Professional Services	\$2,329,300
		Financing Costs	\$3,407,800
		Development Fee	\$750,000
		Cash Accounts/Escrows/Reserves	\$1,345,900
Total:	\$26,638,700	Total:	\$26,638,700



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

Project Background

Current and Future Assessed Value Estimate:

	Current (Itasca County Assessor)	Future (Itasca County Assessor)
Land Value (6.4 acres)	\$72,500	\$331,800
Building Value	\$0	\$16,116,579
Total Value	\$72,500	\$16,448,379
Annual Property Taxes (Pay 2019 Rate)	\$1,552	\$389,996



CITY OF
GRAND RAPIDS
LET'S ENJOY MINNESOTA'S NATURE

TIF Business Assistance

- **The proposed TIF district would be a Housing District**
 - Consistent with the TIF Act, 20% of the total number of units will be affordable to persons with incomes at or below 50% of the area median income.
- **The Public Purpose objectives within the City's business assistance policies, which align with this project, are:**
 - To create housing opportunities for senior and low to moderate income families.
 - To provide a diversity of housing adjacent to cultural, recreational, economic, natural, education and transportation systems.
 - To accomplish other public policies consistent with the Comprehensive Plan, such as; to Provide for Lifecycle Housing
- **In Minnesota, TIF can be used for two purposes:**
 - To finance public infrastructure that is related to the development, or
 - To induce or cause a development or redevelopment that otherwise would not occur. (The economics of the development won't work without the assistance, for reasons such as; added cost of building acquisition and removal, development costs won't allow for affordable rents, added cost of site cleanup, etc.)



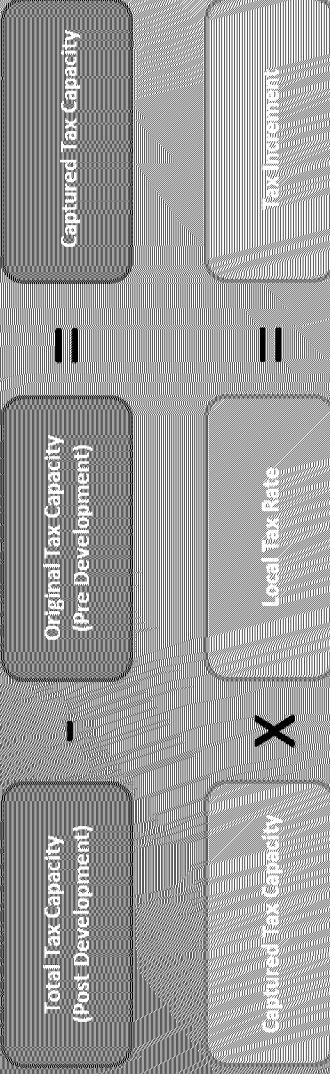
CITY OF
GRAND RAPIDS
IT'S IN MINNESOTA'S NATURE

TIF Business Assistance

• TIF But-for Test

- Under Minnesota statute, before a City can establish a TIF district for a project, the developer must demonstrate and the City must verify that, but-for the use of TIF, the project would not occur in the foreseeable future.

• TIF Basics:



- **Important to note that the property taxes collected currently are still received and retained by the City during the term of the TIF**
- **Only the increase in taxes resulting from the new development (increment) is delayed until the TIF commitment is satisfied.**
- **Upon that satisfaction, all property taxes resume full distribution to the taxing entities.**

Community Development Department



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

TIF Business Assistance

- **TIF Need Analysis** – the City’s fiscal consultant Ehlers has analyzed and evaluated the Developer’s updated project budget and pro forma based upon industry standards and market ranges for rate of return, as well as development costs and revenues.
 - Based upon that analysis, it was determined that TIF assistance in the amount of \$1,386,000 over the first eight years is required to achieve a reasonable return on investment of 10% for this project.
 - In addition, TIF assistance will be required to pay for the estimated \$365,833 of public infrastructure needed to serve the project, some of which was constructed as part of the Great River Acres Infrastructure Project and will be specially assessed to the Developer. The combined total amount of TIF need is \$1,751,833.
- It is proposed that the TIF Development Agreement between the Developer and the City contain a “look-back” provision that would re-evaluate the final amount of TIF assistance once the project is constructed. The final amount of TIF would not exceed \$1,751,833 but may be reduced based on actual development costs, first mortgage amounts and terms, and initial rents. This will ensure that the Developer does not receive more TIF assistance than is needed to make the project feasible.



CITY OF
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TIF Business Assistance

- **When approving a TIF Plan, the City Council must find (among other things) that:**
 - The proposed development would not reasonably be expected to occur solely through private investment in the reasonably foreseeable future; and
 - The increased market value of the site that could reasonably be expected to occur without the use of TIF would be less than the increase estimated to result from the proposed development.
- **The Draft Resolution, TIF Plan and it's Appendix C address these required findings and describe the basis of the determined need for this public assistance in furthering the public purposes of: creating housing opportunities for senior and low to moderate income families, providing a diversity of life cycle housing adjacent to cultural, recreational, economic, natural, education and transportation systems, and to improve the tax base and to improve the general economy.**
- **The proposed TIF involves pay-as-you-go financing, which means the developer will pay the costs of creating the improvements with their funds, and the increments, as they are generated by the new development, will be used to reimburse the developer for these costs over time.**
- **Redevelopment districts have a maximum duration of 26 years. It is projected that, at full development, the principal amount of the TIF obligation, assuming an interest rate of 4.75%, will be fully funded in approximately 8 years.**



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

TIF Business Assistance

CITY OF GRAND RAPIDS
 THE FIFTH GRAND DISTRICT



Payment Date	Comm. TIF	Spec. Asses. Rate	Net TIF	Max. Ass. Rate	Total TIF for Project	Years
8/1/2011	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2012	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2013	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2014	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2015	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2016	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2017	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2018	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2019	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2020	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2021	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2022	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2023	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2024	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2025	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2026	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2027	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2028	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2029	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2030	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2031	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2032	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2033	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2034	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2035	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2036	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2037	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2038	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2039	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2040	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2041	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2042	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2043	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2044	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2045	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2046	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2047	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2048	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2049	1,085,919	0.48%	1,085,919	100%	1,085,919	1
7/1/2050	1,085,919	0.48%	1,085,919	100%	1,085,919	1
Total Future Value	1,085,919		1,085,919	100%	1,085,919	
Total Present Value	1,085,919		1,085,919	100%	1,085,919	
Present Value Ratio						100%

- **The City retains 10% of the increment for administration of the district.**
- **90% of the TIF increment is projected to be provided to the development in years 1-4.**
- **To cap the average ROI of 10% for the remaining years of the District, the amount of increment provided to the development is adjusted down as cash flows for the development are projected to increase.**
- **In years 5 & 6 it is projected to decrease to 80% and in years 7 & 8 to 67%.**



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

Process

At their meeting on November 14, 2019, GREDA reviewed the application and adopted a resolution supporting a modification to the Development Program for the City's Development District No. 1, establishing TIF District 1-12 therein and adopting a TIF Plan therefore

Actions that will be considered immediately following this Public Hearing will include:

- 1. Adoption of a resolution approving the establishment of TIF District No. 1-12 and approving the TIF Plan for the District.**
- 2. Adoption of a resolution approving the Contract for Private Redevelopment with KTJ 338 (an LLC formed by Oppidan for this project) and awarding the sale of, and providing the form, terms, covenants and directions for the issuance of its tax increment revenue note.**
- 3. Adoption of a resolution accepting the petition and waiver agreement for the public infrastructure special assessments to be levied against the development property.**



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

Questions?

Community Development Department

Memo

To: Rob Mattei, Director of Community Development
From: Rebecca Kurtz and Jessica Cook, Ehlers
Date: November 5, 2019
Subject: The Pillars Senior Housing Development – Updated Analysis of TIF Request

In February of 2019, the City of Grand Rapids (the “City”) received an application for business assistance from Oppidan, Inc. (the “Developer”) requesting Tax Increment Financing (TIF) in the amount of \$4,000,000. The Developer’s application detailed a proposal for the construction of a 119-unit senior apartment consisting of independent living, assisted living, and memory care units and one guest unit (the “Project”) located on the parcel adjacent to the hospital. The commencement of the Project is proposed to begin in the spring of 2020 with an anticipated project cost of approximately \$26,600,000.

This memo has been prepared by Ehlers, at the request of the City, to summarize the thorough review of the Project we completed in evaluating the request for assistance. It is an update to the memo dated May 1, 2019, to reflect changes to the Project and costs. In the Analysis, we evaluated the Developer’s revised budget and pro forma based on industry standards for rates of return; as well as to ensure that all development costs, revenues, and expenditures have been appropriately accounted for and considered.

Ehlers updated the TIF estimate to determine the potential amount of increment that could be generated from the Project. Based upon a 26-year housing TIF district, the Project would generate a total present value of approximately \$4,300,000. Please note that this figure was derived based on the updated financing rate of 4.75%.

The tables below provide a synopsis of the sources and uses associated with the Project.

SOURCES			
	Amount	Pct.	Per Unit
First Mortgage	17,327,430	65%	145,609
Equity	9,311,278	35%	78,246
TOTAL SOURCES	26,638,708	100%	223,855

USES			
	Amount	Pct.	Per Unit
Acquisition Costs	475,000	2%	3,992
Construction Costs	18,330,694	69%	154,039
Professional Services	2,329,339	9%	19,574
Financing Costs	3,407,746	13%	28,637
Developer Fee	750,000	3%	6,303
Cash Accounts/Escrows/Reserves	1,345,929	5%	11,310
TOTAL USES	26,638,708	100%	223,855

The sources and uses are based on the information in the TIF application and subsequent submissions from the Developer.

Developer Assumptions

1. Total Development Costs (the "TDC") – The TDC is approximately \$26.6 million or \$223,855 per unit. Multi-family projects with underground parking generally range between \$215,000 and \$265,000 per unit so this Project is within the market range.
2. Developer Fee – The proposed developer fee is approximately 2.8% of the TDC, which is below the typical industry range of 3-5% for senior housing projects.
3. Rents – The proposed rents range from \$1,640 for an independent living studio apartment to \$3,390 for a one-bedroom memory care unit. These rents are higher than the current rents in existing senior living facilities in Grand Rapids, according to the market study obtained by the Developer.
4. Management Fee – The proposed management fee is 5.7% of the effective gross income of the Project. This is higher than the typical 3% to 5% for general occupancy multifamily housing, but because of the service component of the project, this is an acceptable percentage.
5. Reserves – The annual deposit to replacement reserves is set at \$504 per unit per year, which is reasonable.
6. First Mortgage – The analysis assumes the Developer first will finance 65% of the project's cost based on reasonable loan-to-value underwriting limits. While the developer prefers to obtain a 25-year mortgage, we have underwritten the amount of TIF assistance assuming a more conventional 30-year loan. The lender has not been selected and so the first mortgage assumption of a 30-year loan at an interest rate of 4.75% is preliminary.
7. City Infrastructure Costs – In addition to the TDC, the project will require the completion of the following public improvements totaling \$365,833: \$112,633 for utility and road improvements installed by the City and assessed to the Property; \$192,040 for road and utility improvements to be installed by the Developer; and \$61,160 for the costs of oversizing the stormwater retention pond to serve the public right-of-way. This increases the financing gap for the project.
8. Developer Return on Investment – The Developer has stated it needs a 10% cash-on-cash return from the project. This is a reasonable expectation, consistent with industry standards.
9. Interest Carry Costs – The project anticipates paying interest-only on the construction loan and first mortgage until the project is stabilized. The original estimate for this interest expense was \$3,599,534. Our underwriting indicates this estimate is high and we have reduced the interest carry cost to \$3,026,500 for purposes of evaluating the amount of TIF assistance the project merits. This adjustment is reflected in the TDC in the chart on the first page of this memo.

We conclude that TIF assistance in the present value amount of \$1,386,000 is required to achieve a reasonable return on investment for this project. In addition, TIF assistance will be required to

pay for the estimated \$365,833 of City infrastructure. The total amount of TIF assistance has a present value of \$1,751,833, which is anticipated to be paid, with interest at an estimated rate of 4.75%, over eight years. After the final payment of the Note, anticipated to occur in February 2030, the City and EDA may decertify the TIF District so the full value of the project can be recognized on the City's tax roll; or the District may be kept open allowing increment to be used on other affordable housing projects.

Throughout the term of the TIF District, the City and EDA will retain up to 10 percent of the tax increment for administration of the District. During the first four years of increment, the Developer will receive the remaining 90 percent of tax increment. The amount of increment paid to the Developer will be reduced to 80 percent in years five and six, and reduced to 67 percent in years seven and eight at which time the TIF Note is anticipated to be paid in full.

The Developer has maximized the potential private mortgage and rental income. However, a demonstrated financial gap remains. The proposed development will not reasonably be expected to occur solely through private investment within the reasonably near future. Due to the costs associated with developing the property and the market rents in the Grand Rapids area, this project is feasible only through public assistance in an estimated amount of \$1,751,833.

The justifiable amount of public assistance has increased from prior estimates for the following reasons:

1. The developer re-assessed the market and reduced rents by about \$60 per unit.
2. We initially underwrote the project with the first mortgage financing 80% of the TDC. We have subsequently reduced the mortgage to 65% of the TDC in response to concerns that the appraisal will not support a higher mortgage amount.
3. The City infrastructure costs increased to include the storm water pond.

It is proposed that the TIF Development Agreement contain a "look-back" provision that would re-evaluate the final amount of the TIF assistance once the project is constructed. The final TIF amount would not exceed \$1,751,833 but may be reduced based on actual development costs, first mortgage amount and terms, and initial rents. This will ensure that the developer does not receive more TIF assistance than is required to make the project feasible.

Should you have any questions, please do not hesitate to contact Rebecca Kurtz at 651-697-8516 or Jessica Cook at 651-697-8546.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0802 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Community Development
File created: 12/12/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider a resolution approving a modification to the Development Program for Municipal Development District No. 1 and the establishment of Tax Increment Financing District No. 1-12: The Pillars of Grand Rapids and Tax Increment Financing Plan for the TIF District.

Sponsors:

Indexes:

Code sections:

Attachments: [DOCSOPEN-#623926-v2-Grand Rapids The Pillars City Resol Approving TIF District.pdf](#)
[TIF Plan - City Authority.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider a resolution approving a modification to the Development Program for Municipal Development District No. 1 and the establishment of Tax Increment Financing District No. 1-12: The Pillars of Grand Rapids and Tax Increment Financing Plan for the TIF District.

Background Information:

Following the conclusion of the public hearing, if the City Council is agreement with the recommendation provided by the Grand Rapids EDA, this resolution, if adopted, approves the Modified Development Program and adopts the TIF Plan for TIF District 1-12, a housing TIF district, based upon the following findings stated in the resolution:

- That the TIF District is in the public interest and the TIF District is a housing district, under the TIF Act, based upon the findings described in the TIF Plan.
- That it is necessary and desirable for the orderly development of the Development District and the City as a whole, and for the protection and preservation of the public health, safety, and general welfare that the authority of the TIF Act be exercised by the City to provide public financial assistance to the TIF District and the Development District.
- That the City has determined that the proposed development could not be expected to occur solely through private investment with the foreseeable future and that the increased market value of the site that could reasonably be expected to occur without the use of TIF would be less than the increase in market value estimated to result from the proposed development.

Requested City Council Action

Make a motion adopting a resolution approving a modification to the Development Program for Municipal Development District No. 1 and the establishment of Tax Increment Financing District No. 1-12: The Pillars of Grand Rapids and Tax Increment Financing Plan for the TIF District.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. ____

RESOLUTION APPROVING A MODIFICATION TO THE DEVELOPMENT PROGRAM FOR MUNICIPAL DEVELOPMENT DISTRICT NO. 1 AND THE ESTABLISHMENT OF TAX INCREMENT FINANCING DISTRICT NO. 1-12: THE PILLARS OF GRAND RAPIDS AND A TAX INCREMENT FINANCING PLAN FOR THE TIF DISTRICT

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 City has heretofore established Municipal Development District No. 1 (the "Development District") and adopted a Development Program therefor (the "Development Program") pursuant to Minnesota Statutes, Sections 469.124 through 469.133, as amended. It has been proposed by the City that it adopt a Modification to the Development Program for Municipal Development District No. 1 (the "Modified Development Program") for the Development District, establish the Tax Increment Financing District No. 1-12: The Pillars of Grand Rapids, a housing district (the "TIF District") therein, and adopt a Tax Increment Financing Plan (the "TIF Plan") therefor (the Modified Development Program and the TIF Plan are referred to collectively herein as the "Plans"); all pursuant to and in conformity with applicable law, including Minnesota Statutes, Sections 469.123 to 469.133 and Sections 469.174 to 469.1794, as amended, (the "Act") all as reflected in the Plans, and presented for the Council's consideration.

1.02. The City has investigated the facts relating to the Plans and has caused the Plans to be prepared.

1.03. Notice of the City's intent to establish the TIF District was delivered to the County Commissioner who represents the site at least 30 days before publication of the notice of public hearing.

1.04. A copy of the draft TIF Plan, including estimates of the fiscal and economic implications of the TIF District, was provided to Independent School District No. 318 and Itasca County at least 30 days before the Council's public hearing on the TIF Plan.

1.05. Certain written reports (the "Reports") relating to the Plans and to the activities contemplated therein have heretofore been prepared by staff and consultants and submitted to the Council and/or made a part of the City files and proceedings on the Plans. The Reports include data, information and/or substantiation constituting or relating to the basis for the other findings

and determinations made in this resolution. The Council hereby confirms, ratifies and adopts the Reports, which are hereby incorporated into and made as fully a part of this resolution to the same extent as if set forth in full herein.

1.06. The Board of Commissioners of the Grand Rapids Economic Development Authority adopted a resolution on November 14, 2019 supporting the adoption of the TIF District.

1.07. The City is not modifying the boundaries of the Development District, but is modifying the Development Program to include establishment of the TIF District.

1.08. This Council has fully reviewed the contents of the Plans, and on this date conducted a public hearing thereon at which the views of all interested persons were heard.

Section 2. Findings; Modified Development Program.

2.01 It is found and determined that the Modified Development Program is intended to provide an impetus for development in the public interest, that the land within the Development District would not be available for development without the financial aid to be sought under this Modified Development Program, and that the effect of the Modified Development Program will be to encourage development in accordance with the general plan of development of the City as a whole. The Council approves the Modified Development Program.

Section 3. Findings; TIF District

3.01. The Council hereby finds that the TIF District is in the public interest and the TIF District is a housing district under Section 469.174, subd. 11 of the TIF Act, based on the findings described in the TIF Plan, which is incorporated herein by reference, and other records on file with the City.

3.02. It is found and determined that it is necessary and desirable for the sound and orderly development of the Development District and the City as a whole, and for the protection and preservation of the public health, safety, and general welfare, that the authority of the TIF Act be exercised by the City to provide public financial assistance to the TIF District and the Development District.

3.03. It is further found and determined, and it is the reasoned opinion of the City, that the development proposed in the TIF Plan for the TIF District could not reasonably be expected to occur solely through private investment within the reasonably foreseeable future and the increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan.

3.04. The TIF Plan for the TIF District conforms to the general plan of development of the City as a whole.

3.05. The TIF Plan for the TIF District will afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development of the TIF District and Development District by private enterprise.

3.06. The proposed housing development will help provide a range of affordable housing options for seniors in the City.

3.07. The EDA elects to calculate fiscal disparities for the TIF District in accordance with Section 469.177, Subd. 3, clause b of the Act, which means that any fiscal disparities contribution will be taken from inside the TIF District. It is not anticipated that the TIF District will contain commercial/industrial property. As a result, there should be no fiscal disparities impact on the TIF District.

3.08. Reasons and facts supporting the findings under this Section 3 are stated in the TIF Plan, specifically Appendix C, which is incorporated herein by reference. The City has also relied upon the Reports and other reports and recommendations of its staff and consultants as well as the personal knowledge of members of the City Council in reaching its conclusions regarding the TIF District.

3.09. The adoption of the TIF Plan conforms in all respects to the requirements of the TIF Act. The TIF Plan will help facilitate an affordable housing development for seniors and develop an area of the City. The City expressly finds that the tax increment assistance is provided solely to make the development financially feasible and thus produce the public benefits described. Therefore, the City finds that the public benefits of the TIF Plan exceed any private benefits.

Section 4. Modified Development Program and TIF Plan Adopted; Certification; Filing.

4.01. The Modified Development Program and TIF Plan are hereby approved and adopted.

4.02. The geographic boundaries of the TIF District and the Development District are described in the TIF Plan and Modified Development Program, respectively, and are incorporated herein by reference.

4.03. The City Administrator is authorized and directed to transmit a certified copy of this resolution together with a certified copy of the TIF Plan for the TIF District to the Auditor of Itasca County with a request that the original tax capacity of the property within the TIF District be certified to the City pursuant to Section 469.177, subd. 1 of the TIF Act, and to file a copy of the Modified Development Program, and TIF Plan with the Minnesota Commissioner of

Revenue and State Auditor as required by the TIF Act.

Adopted this 16th day of December, 2019 by the City Council of the City of Grand Rapids, Minnesota.

Mayor

Attest:

City Clerk



MODIFICATION TO THE DEVELOPMENT PROGRAM

Municipal Development District No. 1

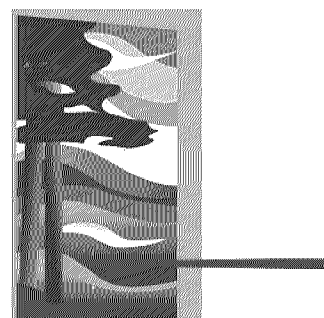
- AND -

TAX INCREMENT FINANCING PLAN

Establishment of Tax Increment Financing District No. 1-12:
The Pillars of Grand Rapids
(a housing district)

City of Grand Rapids, Itasca County, Minnesota

Public Hearing: December 16, 2019



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

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Modification to the Development Program for Municipal Development District No. 1

Foreword

The following text represents a Modification to the Development Program for Municipal Development District No.1. This modification represents a continuation of the goals and objectives set forth in the Development Program for Municipal Development District No.1. Generally, the substantive changes include the establishment of Tax Increment Financing District No. 1-12: The Pillars of Grand Rapids.

For further information, a review of the Development Program for Municipal Development District No.1, is recommended. It is available from the Community Development Director at the City of Grand Rapids. Other relevant information is contained in the Tax Increment Financing Plans for the Tax Increment Financing Districts located within Municipal Development District No.1.

Tax Increment Financing Plan for Tax Increment Financing District No. 1-12: The Pillars of Grand Rapids

Foreword

The Grand Rapids Economic Development Authority (the "EDA"), the City of Grand Rapids (the "City"), staff and consultants have prepared the following information to expedite the establishment of Tax Increment Financing District No. 1-12: The Pillars of Grand Rapids (the "District"), a housing tax increment financing district, located in Municipal Development District No.1.

Statutory Authority

Within the City, there exist areas where public involvement is necessary to cause development or redevelopment to occur. To this end, the City has certain statutory powers pursuant to *Minnesota Statutes ("M.S."), Sections 469.124 - 469.133*, inclusive, as amended, and *M.S., Sections 469.174 to 469.1794*, inclusive, as amended (the "Tax Increment Financing Act" or "TIF Act"), to assist in financing public costs related to this project.

This section contains the Tax Increment Financing Plan (the "TIF Plan") for the District. Other relevant information is contained in the Modification to the Development Program for the Municipal Development District No.1.

Statement of Objectives

The District currently consists of one parcel of land and adjacent and internal rights-of-way. The District is being created to facilitate the development of 118 units of senior rental housing, one guest unit and underground parking in the City. At least 20 percent of the units will be affordable to persons at or below 50 percent of area median income. The City anticipates entering into an agreement with Oppidan as the developer. Development is anticipated to begin in the Spring of 2020 and be completed by 2022. This TIF Plan is expected to achieve many of the objectives outlined in the Development Program for Municipal Development District No.1.

The activities contemplated in the Modification to the Development Program and the TIF Plan do not preclude the undertaking of other qualified development or redevelopment activities. These activities are anticipated to occur over the life of Municipal Development District No.1 and the District.

Development Program Overview

Pursuant to the Development Program and authorizing state statutes, the City is authorized to undertake the following activities in the District:

1. Property to be Acquired - Selected property located within the District may be acquired by the City and is further described in the Development Program and TIF

Plan.

2. Upon approval of a developer's plan relating to the project and completion of the necessary legal requirements, the City may sell to a developer selected properties that it may acquire within the District or may lease land or facilities to a developer.
3. The City may perform or provide for some or all necessary acquisition, construction, relocation, demolition, and required utilities and public street work within the District.

Description of Property in the District and Property to be Acquired

The District encompasses all property and adjacent rights-of-way and abutting roadways identified by the parcels listed below.

Parcel number	Address	Owner
91-030-1102	1601 Golf Course Rd.	Grand Itasca Clinic & Hospital

Please also see the map in Appendix A for further information on the location of the District.

The City does not currently intend to acquire any property within the District but reserves the right to acquire and convey such property, or appropriate interests therein, within the Development District as the City may deem to be necessary or desirable to assist in the implementation of the Development Program and this TIF Plan. The Developer has site control of the property in the District in connection with the construction of the development therein. The City will not exercise eminent domain powers in the District with respect to property for the development in the District.

Classification of the District

The City in determining the need to create a tax increment financing district in accordance with *M.S., Sections 469.174 to 469.1794*, as amended, inclusive, find that the District, to be established, is a housing district pursuant to *M.S., Section 469.174, Subd. 11 and M.S., Section 469.1761*.

- The District consists of one parcel
- The development will consist of 118 units of senior housing and one guest unit
- 20% of the units will be occupied by person with incomes less than 50% of median income
- No more than 20 percent of the square footage of the building that is receiving assistance from tax increment consists of commercial, retail or other non-residential uses.

Pursuant to *M.S., Section 469.176, Subd. 7*, the District does not contain any parcel or part of a parcel that qualified under the provisions of *M.S., Sections 273.111, 273.112, or 273.114 or Chapter 473H* for taxes payable in any of the five calendar years before the filing of the request for certification of the District.

Duration and First Year of Tax Increment of the District

Pursuant to *M.S., Section 469.175, Subd. 1, and Section 469.176, Subd. 1*, the duration and first

year of tax increment of the District must be indicated within the TIF Plan. Pursuant to *M.S., Section 469.176, Subd. 1b.*, the duration of the District will be 25 years after receipt of the first increment by the City (a total of 26 years of tax increment). The City elects to receive the first tax increment in 2022, which is no later than four years following the year of approval of the District.

Thus, it is estimated that the District, including any modifications of the TIF Plan for subsequent phases or other changes, would terminate after 2047, or when the TIF Plan is satisfied. The City reserves the right to decertify the District prior to the legally required date.

Original Tax Capacity, Tax Rate and Estimated Captured Net Tax Capacity Value/Increment and Notification of Prior Planned Improvements

Pursuant to *M.S., Section 469.174, Subd. 7* and *M.S., Section 469.177, Subd. 1*, the Original Net Tax Capacity (ONTC) as certified for the District will be based on the market values placed on the property by the assessor in 2019 for taxes payable 2020.

Pursuant to *M.S., Section 469.177, Subds. 1 and 2*, the County Auditor shall certify in each year (beginning in the payment year 2021) the amount by which the original value has increased or decreased as a result of:

1. Change in tax exempt status of property;
2. Reduction or enlargement of the geographic boundaries of the district;
3. Change due to adjustments, negotiated or court-ordered abatements;
4. Change in the use of the property and classification;
5. Change in state law governing class rates; or
6. Change in previously issued building permits.

In any year in which the current Net Tax Capacity (NTC) value of the District declines below the ONTC, no value will be captured, and no tax increment will be payable to the City.

The original local tax rate for the District will be the local tax rate for taxes payable 2019, assuming the request for certification is made before June 30, 2020. The ONTC and the Original Local Tax Rate for the District appear in the table below.

Pursuant to *M.S., Section 469.174 Subd. 4* and *M.S., Section 469.177, Subd. 1, 2, and 4*, the estimated Captured Net Tax Capacity (CTC) of the District, within Municipal Development District No.1, upon completion of the projects within the District, will annually generate the approximate tax increment revenues as shown in the table below. The City request 100 percent of the available increase in tax capacity for repayment of its obligations and current expenditures, beginning in the tax year payable 2022. The Project Tax Capacity (PTC) listed is an estimate of values when the projects within the District are completed.

Project Tax Capacity		
Project estimated Tax Capacity upon completion	\$330,702	
Original estimated Net Tax Capacity	\$906	
<u>Fiscal Disparities</u>	<u>\$0</u>	
Estimated Captured Tax Capacity	\$329,796	
Original Local Tax Rate	<u>171.2210%</u>	Pay 2019
Estimated Annual Tax Increment	\$564,680	
Percent Retained by the City	100%	

Note: Tax capacity includes a 2.00% inflation factor for the duration of the District. The tax capacity included in this chart is the estimated tax capacity of the District in year 25. The tax capacity of the District in year one is estimated to be \$154,204.

Pursuant to *M.S., Section 469.177, Subd. 4*, the City shall, after a due and diligent search, accompany its request for certification to the County Auditor or its notice of the District enlargement pursuant to *M.S., Section 469.175, Subd. 4*, with a listing of all properties within the District or area of enlargement for which building permits have been issued during the eighteen (18) months immediately preceding approval of the TIF Plan by the municipality pursuant to *M.S., Section 469.175, Subd. 3*. The County Auditor shall increase the original net tax capacity of the District by the net tax capacity of improvements for which a building permit was issued.

The City has reviewed the area to be included in the District and found no parcels for which building permits have been issued during the 18 months immediately preceding approval of the TIF Plan by the City.

Sources of Revenue/Bonds to be Issued

The total estimated tax increment revenues for the District are shown in the table below:

SOURCES	
Tax Increment	11,458,185
<u>Interest</u>	<u>1,145,818</u>
TOTAL	12,604,003

The costs outlined in the Uses of Funds will be financed primarily through the annual collection of tax increments. The City reserves the right to incur bonds or other indebtedness as a result of the TIF Plan. As presently proposed, the projects within the District will be financed by pay-as-you-go notes and interfund loans. Any refunding amounts will be deemed a budgeted cost without a formal TIF Plan Modification. This provision does not obligate the City to incur debt. The City will issue bonds or incur other debt only upon the determination that such action is in the best interest of the City.

The City may issue bonds (as defined in the TIF Act) secured in whole or in part with tax increments from the District in a maximum principal amount of \$7,595,149. Such bonds may be in the form of pay-as-you-go notes, revenue bonds or notes, general obligation bonds, or interfund

loans. This estimate of total bonded indebtedness is a cumulative statement of authority under this TIF Plan as of the date of approval.

Uses of Funds

Currently under consideration for the District is a proposal to facilitate the development of 118 units of senior rental housing and one guest unit. The City has determined that it will be necessary to provide assistance to the project for certain District costs, as described.

The City has studied the feasibility of the development or redevelopment of property in and around the District. To facilitate the establishment and development or redevelopment of the District, this TIF Plan authorizes the use of tax increment financing to pay for the cost of certain eligible expenses. The estimate of public costs and uses of funds associated with the District is outlined in the following table.

USES	
Land/Building Acquisition	500,000
Site Improvements/Preparation	2,000,000
Affordable Housing	1,000,000
Utilities	75,000
Other Qualifying Improvements	2,874,331
<u>Administrative Costs (up to 10%)</u>	<u>1,145,818</u>
PROJECT COSTS TOTAL	7,595,149
<u>Interest</u>	<u>5,008,854</u>
PROJECT AND INTEREST COSTS TOTAL	12,604,004

The total project cost, including financing costs (interest) listed in the table above does not exceed the total projected tax increments for the District as shown in the Sources of Revenue section.

Estimated costs associated with the District are subject to change among categories without a modification to this TIF Plan. The cost of all activities to be considered for tax increment financing will not exceed, without formal modification, the budget above pursuant to the applicable statutory requirements. The City may expend funds for qualified housing activities outside of the District boundaries.

Estimated Impact on Other Taxing Jurisdictions

The estimated impact on other taxing jurisdictions assumes that the redevelopment contemplated by the TIF Plan would occur without the creation of the District. However, the City has determined that such development or redevelopment would not occur "but for" tax increment financing and that, therefore, the fiscal impact on other taxing jurisdictions is \$0. The estimated fiscal impact of the District would be as follows if the "but for" test was not met:

Impact on Tax Base			
Entity	2018/Pay 2019 Total Net Tax Capacity	Estimated Captured Tax Capacity (CTC) upon completion	Percent of CTC to Entity Total
Itasca County	59,983,196	204,698	0.3413%
Grand Rapids	8,441,351	204,698	2.4249%
ISD No. 318	42,214,637	204,698	0.4849%

Impact on Tax Rates				
Entity	Pay 2019 Extension Rate	Percent of Total	CTC	Potential Taxes
Itasca County	64.8440%	37.87%	329,796	213,853
Grand Rapids	82.1950%	48.01%	329,796	271,076
ISD No. 318	24.1820%	14.12%	329,796	79,751
Other	0.0000%	0.00%	<u>329,796</u>	<u>0</u>
Total	171.2210%	100.00%		564,680

The estimates listed above display the captured tax capacity when all construction is completed. The tax rate used for calculations is the Pay 2019 rate. The total net capacity for the entities listed above are based on Pay 2019 figures. The District will be certified under the Pay 2020 rates, which were unavailable at the time this TIF Plan was prepared.

Pursuant to *M.S. Section 469.175 Subd. 2(b)*:

- (1) Estimate of total tax increment. It is estimated that the total amount of tax increment that will be generated over the life of the District is \$11,458,185;
- (2) Probable impact of the District on city provided services and ability to issue debt. A minimal impact of the District on police protection is expected. With any addition of new residents or businesses, police calls for service will be increased. It is estimated that the new development will generate an additional 20 calls per year. New developments add an increase in traffic, and additional overall demands to the call load. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The probable impact of the District on fire protection is not expected to be significant. Typically, new buildings generate few calls, if any, and are of superior construction. The City does not expect that the proposed development, in and of itself, will necessitate new capital investment in vehicles or facilities.

The impact of the District on public infrastructure is expected to be minimal. The development is not expected to significantly impact any traffic movements in the area. A portion of the street and utility improvements are being installed by the City and assessed to the development property, and the developer will be installing the remaining street and utility improvements. Based on the development plans, there are

the additional costs associated with street maintenance, sweeping, plowing, lighting and sidewalks are estimated to be \$13,000 per year.

The probable impact of any District general obligation tax increment bonds on the ability to issue debt for general fund purposes is expected to be minimal. It is not anticipated that there will be any general obligation debt issued in relation to this project, therefore there will be no impact on the City's ability to issue future debt or on the City's debt limit.

- (3) Estimated amount of tax increment attributable to school district levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to school district levies, assuming the school district's share of the total local tax rate for all taxing jurisdictions remained the same, is \$1,618,270;
- (4) Estimated amount of tax increment attributable to county levies. It is estimated that the amount of tax increments over the life of the District that would be attributable to county levies, assuming the county's share of the total local tax rate for all taxing jurisdictions remained the same, is \$4,339,389;
- (5) Additional information requested by the county or school district. The City is not aware of any standard questions in a county or school district written policy regarding tax increment districts and impact on county or school district services. The county or school district must request additional information pursuant to *M.S. Section 469.175 Subd. 2(b)* within 15 days after receipt of the tax increment financing plan.

No requests for additional information from the county or school district regarding the proposed development for the District have been received.

Supporting Documentation

Pursuant to *M.S. Section 469.175, Subd. 1 (a), clause 7* the TIF Plan must contain identification and description of studies and analyses used to make the determination set forth in *M.S. Section 469.175, Subd. 3, clause (b)(2)* and the findings are required in the resolution approving the District.

- (i) In making said determination, reliance has been placed upon (1) written representation made by the developer to such effects, (2) review of the developer's proforma; and (3) City staff awareness of the feasibility of developing the project site within the District, which is further outlined in the City Council resolution approving the establishment of the TIF District and Appendix C.
- (ii) A comparative analysis of estimated market value both with and without establishment of the TIF District and the use of tax increments has been performed. Such analysis is included with the cashflow in Appendix B and indicates that the increase in estimated market value of the proposed development (less the indicated subtractions) exceeds the estimated market value of the site absent the establishment of the TIF District and the use of tax increments.

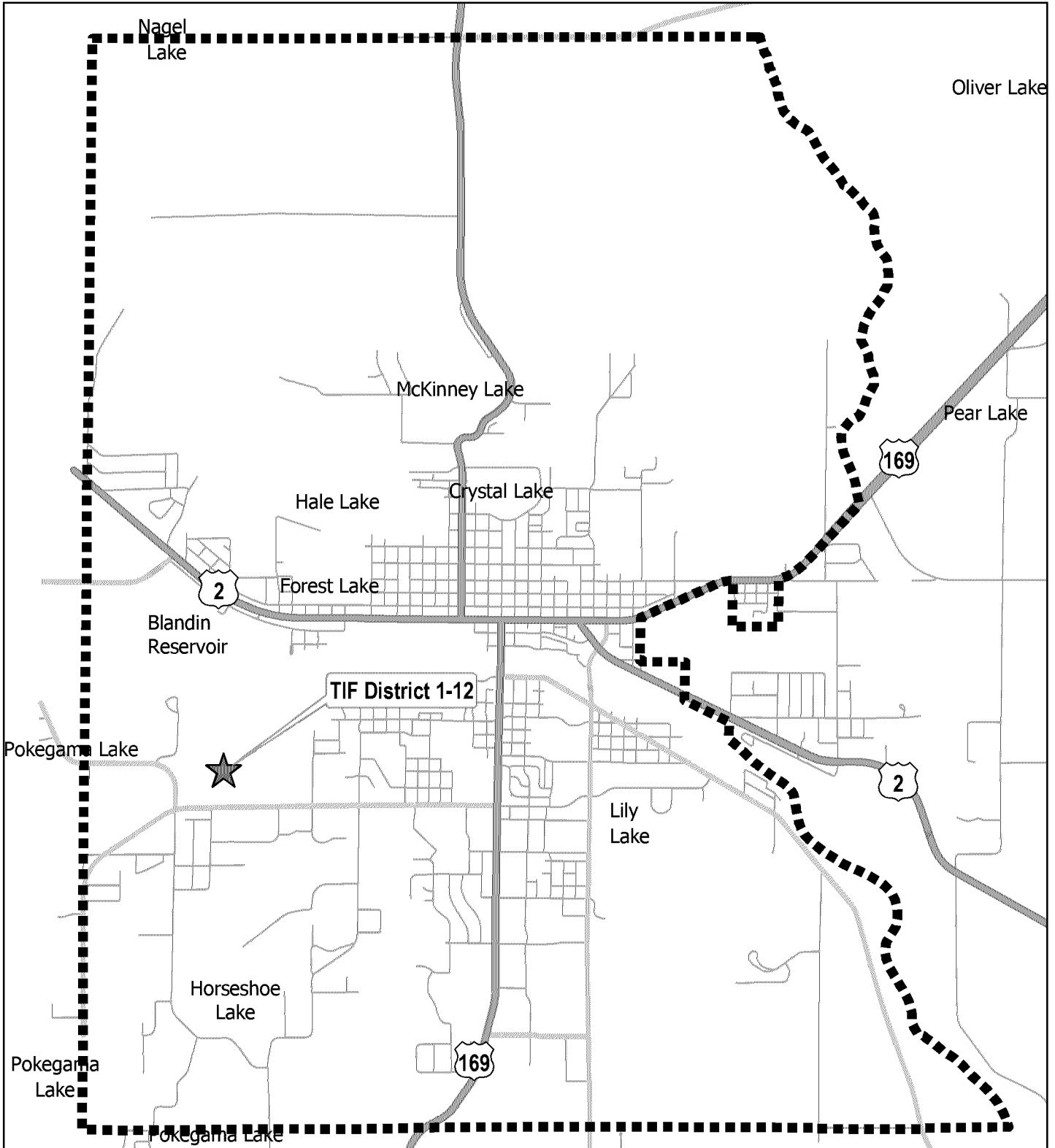
Administration of the District

Administration of the District will be handled by the Community Development Director.

Appendix A: Map of Municipal Development District No. 1 and the TIF District

Tax Increment Financing District No. 1-12 located in Municipal Development District No. 1

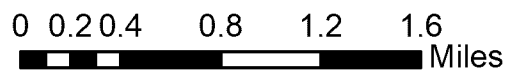
City of Grand Rapids, MN



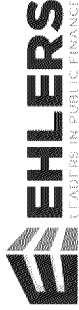
Legend



Municipal Development District No. 1
Boundaries of Municipal Development District No. 1 are coterminous with the City limits.



Appendix B: Estimated Cash Flow for the District



Pillars of Grand Rapids - 2% Inflation

City of Grand Rapids, MN

119 units of senior housing

ASSUMPTIONS AND RATES

District Type:	Housing	Tax Rates
District Name/Number:	TBD	
County District #:	TBD	
First Year Construction or Inflation on Value	2020	Exempt Class Rate (Exempt) 0.00%
Existing District - Specify No. Years Remaining		Commercial Industrial Preferred Class Rate (C/I Pref.) 1.50%
Inflation Rate - Every Year:	2.00%	Over \$150,000 2.00%
Interest Rate:	4.75%	Commercial Industrial Class Rate (C/I) 2.00%
Present Value Date:	1-Feb-21	Rental Housing Class Rate (Rental) 1.25%
First Period Ending	1-Aug-21	Affordable Rental Housing Class Rate (Aff. Rental) 0.75%
Tax Year District was Certified:	Pay 2020	First \$150,000 0.25%
Cashflow Assumes First Tax Increment For Development:	2022	Over \$150,000
Years of Tax Increment	26	Non-Homestead Residential (Non-H Res. 1 Unit) 1.00%
Assumes Last Year of Tax Increment	2047	First \$500,000 1.25%
Fiscal Disparities Election (Outside (A), Inside (B), or NA)	NA	Over \$500,000
Incremental or Total Fiscal Disparities	NA	First \$500,000 1.00%
Fiscal Disparities Contribution Ratio	NA	Over \$500,000 1.00%
Fiscal Disparities Metro-Wide Tax Rate	NA	Agricultural Non-Homestead 1.00%
Maximum/Frozen Local Tax Rate:	171.221%	
Current Local Tax Rate: (Use lesser of Current or Max.)	171.221%	
State-wide Tax Rate (Comm./Ind. only used for total taxes)	42.4160%	
Market Value Tax Rate (Used for total taxes)	0.23077%	

BASE VALUE INFORMATION (Original Tax Capacity)

Map ID	PID	Owner	Address	Land Market Value	Building Market Value	Total Market Value	Percentage Of Value Used for District	Original Market Value	Original Tax Value	Pay 2020 Market Value	Property Tax Class	Current Original Tax Capacity	Conversion	After Conversion Tax Cap.	Area/Phase
1	91-030-1102	Grd Ilaeca Clinic&Hosp	1601 Golf Course Rd.	72,500	0	72,500	100%	72,500	Exempt	72,500	Exempt	0	-	906	1
				72,500		72,500		72,500						906	

Note:

1. Base values are for pay 2019 based as provided by the County Assessor in an email dated 2.28.2019.



Pillars of Grand Rapids - 2% Inflation

City of Grand Rapids, MN
119 units of senior housing

PROJECT INFORMATION (Project Tax Capacity)												
Area/Phase	New Use	Estimated Market Value Per Sq. Ft./Unit	Taxable Market Value Per Sq. Ft./Unit	Total Sq. Ft./Units	Total Property Tax Class	Project Tax Capacity	Project Tax Capacity/Unit	Percentage Completed 2020	Percentage Completed 2021	Percentage Completed 2022	Percentage Completed 2023	First Year Full Taxes Payable
1	Senior Housing	138,222	138,222	119	Rental	205,605	1,728	75%	100%	100%	100%	2023
TOTAL						205,605						
Subtotal Residential				119		205,605						
Subtotal Commercial/Ind.				0		0						

Note:

1. Market values are based on estimates provided by the County Assessor in an email dated 2.28.2019.

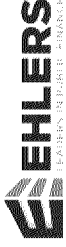
TAX CALCULATIONS									
	Total Tax Capacity	Fiscal Disparities Tax Capacity	Local Property Taxes	Fiscal Disparities Taxes	State-wide Property Taxes	Market Value Taxes	Total Taxes	Taxes Per Sq. Ft./Unit	
New Use Senior Housing	205,605	0	352,038	0	0	37,958	389,996	3,277.28	
TOTAL	205,605	0	352,038	0	0	37,958	389,996		

Note:

1. Taxes and tax increment will vary significantly from year to year depending upon values, rates, state law, fiscal disparities and other factors which cannot be predicted.

WHAT IS EXCLUDED FROM TIF?	
Total Property Taxes	389,996
less State-wide Taxes	0
less Fiscal Disp. Adj.	0
less Market Value Taxes	(37,958)
less Base Value Taxes	(1,552)
Annual Gross TIF	350,487

MARKET VALUE BUT / FOR ANALYSIS	
Current Market Value - Est.	72,500
New Market Value - Est.	16,448,379
Difference	16,375,879
Present Value of Tax Increment	5,914,082
Difference	10,461,797
Value likely to occur without Tax Increment is less than:	10,461,797



Pillars of Grand Rapids - 2% Inflation
City of Grand Rapids, MN
119 units of senior housing

TAX INCREMENT CASH FLOW

% of OTC	Project Tax Capacity	Original Tax Capacity	Fiscal Disparities NA	Captured Tax Capacity	Local Tax Rate	Annual Gross Tax Increment	Semi-Annual Gross Tax Increment	State Auditor 0.36%	Admin. at 10%	Semi-Annual		PERIOD ENDING Yrs.	Tax Year	Payment Date	
										Net Tax Increment	Present Value				
100%	154,204	(906)	-	153,297	171.221%	262,477	131,239	(472)	(13,077)	117,690	109,687	0.5	2022	08/01/22	
100%	205,605	(906)	-	204,698	171.221%	350,487	175,243	(631)	(17,461)	157,151	216,830	1	2022	08/01/23	
100%	209,717	(906)	-	208,811	171.221%	357,528	178,764	(644)	(17,812)	160,308	356,579	1.5	2023	08/01/23	
100%	213,911	(906)	-	213,005	171.221%	364,709	182,355	(656)	(18,170)	163,528	493,086	2	2023	08/01/24	
100%	218,189	(906)	-	217,283	171.221%	372,034	186,017	(670)	(18,535)	166,813	629,104	2.5	2024	08/01/24	
100%	222,553	(906)	-	221,647	171.221%	379,506	189,753	(683)	(18,907)	170,163	761,967	3	2024	08/01/25	
100%	227,004	(906)	-	226,098	171.221%	387,127	193,564	(697)	(19,287)	173,580	894,355	3.5	2025	08/01/25	
100%	231,544	(906)	-	230,638	171.221%	394,901	197,450	(711)	(19,674)	177,066	1,023,671	4	2025	08/01/26	
100%	236,175	(906)	-	235,269	171.221%	402,830	201,415	(725)	(20,069)	180,621	1,152,525	4.5	2026	08/01/26	
100%	240,899	(906)	-	239,992	171.221%	410,918	205,459	(740)	(20,472)	184,247	1,278,389	5	2026	08/01/27	
100%	245,717	(906)	-	244,810	171.221%	419,167	209,583	(755)	(20,883)	187,946	1,403,803	5.5	2027	08/01/27	
100%	250,631	(906)	-	249,725	171.221%	427,581	213,791	(770)	(21,302)	191,719	1,526,307	6	2027	08/01/28	
100%	255,644	(906)	-	254,737	171.221%	436,164	218,082	(785)	(21,730)	195,567	1,648,372	6.5	2028	08/01/28	
100%	260,757	(906)	-	259,850	171.221%	444,918	222,459	(801)	(22,166)	199,492	1,767,605	7	2028	08/01/29	
100%	265,972	(906)	-	265,065	171.221%	453,848	226,924	(817)	(22,611)	203,496	1,886,411	7.5	2029	08/01/29	
100%	271,291	(906)	-	270,385	171.221%	462,956	231,478	(833)	(23,064)	207,580	2,002,460	8	2029	08/01/30	
100%	276,717	(906)	-	275,811	171.221%	472,246	236,123	(850)	(23,527)	211,746	2,118,094	8.5	2030	08/01/30	
100%	282,251	(906)	-	281,345	171.221%	481,722	240,861	(867)	(23,999)	215,994	2,231,045	9	2030	08/01/31	
100%	287,896	(906)	-	286,990	171.221%	491,387	245,694	(884)	(24,481)	220,328	2,343,590	9.5	2031	08/01/31	
100%	293,654	(906)	-	292,748	171.221%	501,246	250,623	(902)	(24,972)	224,749	2,453,525	10	2031	08/01/32	
100%	299,527	(906)	-	298,621	171.221%	511,302	255,651	(920)	(25,473)	229,258	2,563,065	10.5	2032	08/01/32	
100%	305,518	(906)	-	304,612	171.221%	521,559	260,779	(939)	(25,984)	233,857	2,670,064	11	2032	08/01/33	
100%	311,628	(906)	-	310,722	171.221%	532,021	266,011	(958)	(26,505)	238,548	2,776,679	11.5	2033	08/01/33	
100%	317,861	(906)	-	316,954	171.221%	542,693	271,346	(977)	(27,037)	243,333	2,880,820	12	2033	08/01/34	
100%	324,218	(906)	-	323,312	171.221%	553,578	276,789	(996)	(27,579)	248,213	2,984,587	12.5	2034	08/01/34	
100%	330,702	(906)	-	329,796	171.221%	564,680	282,340	(1,016)	(28,132)	253,191	3,085,947	13	2034	08/01/35	
							287,340	(1,016)	(28,132)	253,191	3,186,943	13.5	2035	08/01/35	
							292,924	(817)	(22,611)	203,496	3,285,596	14	2035	08/01/36	
							298,621	(817)	(22,611)	203,496	3,383,894	14.5	2036	08/01/36	
							304,612	(817)	(22,611)	203,496	3,479,911	15	2036	08/01/37	
							310,722	(833)	(23,064)	207,580	3,575,584	15.5	2037	08/01/37	
							316,954	(833)	(23,064)	207,580	3,669,036	16	2037	08/01/38	
							323,312	(850)	(23,527)	211,746	3,762,153	16.5	2038	08/01/38	
							329,796	(850)	(23,527)	211,746	3,853,109	17	2038	08/01/39	
							336,123	(867)	(23,999)	215,994	3,943,739	17.5	2039	08/01/39	
							342,693	(867)	(23,999)	215,994	4,032,265	18	2039	08/01/40	
							349,167	(884)	(24,481)	220,328	4,120,473	18.5	2040	08/01/40	
							355,694	(884)	(24,481)	220,328	4,206,635	19	2040	08/01/41	
							362,246	(902)	(24,972)	224,749	4,292,486	19.5	2041	08/01/41	
							368,811	(902)	(24,972)	224,749	4,376,345	20	2041	08/01/42	
							375,487	(920)	(25,473)	229,258	4,459,903	20.5	2042	08/01/42	
							382,164	(920)	(25,473)	229,258	4,541,522	21	2042	08/01/43	
							388,848	(939)	(25,984)	233,857	4,622,847	21.5	2043	08/01/43	
							395,581	(939)	(25,984)	233,857	4,702,285	22	2043	08/01/44	
							402,340	(958)	(26,505)	238,548	4,781,437	22.5	2044	08/01/44	
							409,167	(958)	(26,505)	238,548	4,858,753	23	2044	08/01/45	
							416,065	(977)	(27,037)	243,333	4,935,789	23.5	2045	08/01/45	
							423,021	(977)	(27,037)	243,333	5,011,039	24	2045	08/01/46	
							430,046	(996)	(27,579)	248,213	5,086,017	24.5	2046	08/01/46	
							437,127	(996)	(27,579)	248,213	5,159,256	25	2046	08/01/47	
							444,271	(1,016)	(28,132)	253,191	5,232,231	25.5	2047	08/01/47	
							451,477	(1,016)	(28,132)	253,191	5,303,512	26	2047	08/01/48	
							458,748	(1,016)	(28,132)	253,191	5,375,584	26	2047	08/01/48	
Total							11,499,583	(41,398)	(1,145,818)	10,312,366					
							5,914,082	(21,291)	(589,279)	5,303,512					

Appendix C: Findings Including But/For Qualifications

The reasons and facts supporting the findings for the adoption of the Tax Increment Financing Plan for Tax Increment Financing District No. 1-12: The Pillars of Grand Rapids, as required pursuant to Minnesota Statutes, Section 469.175, Subdivision 3 are as follows:

1. *Finding that Tax Increment Financing District No. 1-12 is a housing district as defined in M.S., Section 469.174, Subd. 11.*

Tax Increment Financing District No. 1-12 consists of one parcel. The development will consist of 118 units of senior housing and one guest unit, a portion of which will receive tax increment assistance and will meet income restrictions described in M.S. 469.1761. At least 20 percent of the units receiving assistance will have incomes at or below 50 percent of area median income.

2. *Finding that the proposed development, in the opinion of the City Council, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future.*

The proposed development, in the opinion of the City, would not reasonably be expected to occur solely through private investment within the reasonably foreseeable future: This finding is supported by the fact that the development proposed in this plan is a housing district that meets the City's objectives for development and redevelopment, and the development proposed in this plan contains affordable housing units. The cost of site and utility improvements and construction makes this housing development infeasible without City assistance. The cost of construction is the same for affordable housing units as it is for market rate projects. The decreased rental income from the affordable units, means there is less cash flow available to service the operating and debt expenses for the project. This leaves a gap in funding for the project. The amount of the gap has been verified by the City and the Grand Rapids Economic Development Authority's consultant. The need to offset this reduction in rents for the affordable units makes this housing development feasible only through assistance, in part, from tax increment financing. The developer was asked for and provided a pro forma as justification that the project would not have gone forward without tax increment assistance.

The increased market value of the site that could reasonably be expected to occur without the use of tax increment financing would be less than the increase in market value estimated to result from the proposed development after subtracting the present value of the projected tax increments for the maximum duration of the TIF District permitted by the TIF Plan: This finding is justified on the grounds that the costs of site improvements, utility improvements and construction of affordable housing add to the total development cost. Historically, the costs of site and public improvements, as well as high market rate rents in the City have made development of affordable housing infeasible without tax increment assistance. Although other projects could potentially be proposed, the Grand Rapids Economic Development Authority and City reasonably determine that no other development of similar scope providing the desired affordability can be anticipated on this site without substantially similar assistance being provided to the development.

3. *Finding that the TIF Plan for Tax Increment Financing District No. 1-12 conforms to the general plan for the development or redevelopment of the municipality as a whole.*

The City Council reviewed the TIF Plan and found that the TIF Plan conforms to the general development plan of the City and complies with the City Comprehensive Plan and applicable zoning.

4. *Finding that the TIF Plan for Tax Increment Financing District No. 1-12 afford maximum opportunity, consistent with the sound needs of the City as a whole, for the development or redevelopment of Municipal Development District No. 1 by private enterprise.*

Through the implementation of the TIF Plan, the City will provide an impetus for affordable residential development, which is desirable or necessary for increased population and an increased need for life-cycle housing for seniors within the City.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0804 **Version:** 1 **Name:**

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

File created: 12/12/2019 **In control:** City Council

On agenda: 12/16/2019 **Final action:**

Title: Consider adopting a resolution determining sufficiency of petition and ordering improvements pursuant to petition by 100% of the owners of affected property.

Sponsors:

Indexes:

Code sections:

Attachments: [DOCSOPEN-#623931-v2-Grand Rapids The Pillars City Resol Petition and Waiver.pdf](#)
[Oppidan Infrastructure.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution determining sufficiency of petition and ordering improvements pursuant to petition by 100% of the owners of affected property.

Background Information:

During this summer, the City substantially completed CP 2019-1, Golf Course Road Utility Extension/Great River Acres Development. A minor portion of this project involved the construction of infrastructure that provides a benefit to the proposed development property. The value of that benefit (cost of the improvements) is \$112,633.00.

Through the Petition and Waiver Agreement, which is attached as Schedule F of the Contract for Private Development Agreement, the Developer formally petitions the City for those improvements and also waives their right to appeal the City's levying of the \$112,633.00 assessment against the development property. This assessment will be paid by the Developer in installments over a period of eight years at an interest rate of 4.75%.

Requested City Council Action

Make a motion adopting a resolution determining sufficiency of petition and ordering improvements pursuant to petition by 100% of the owners of affected property.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. ____

**RESOLUTION DETERMINING SUFFICIENCY OF
PETITION AND ORDERING IMPROVEMENT
PURSUANT TO PETITION BY 100% OF OWNERS
OF AFFECTED PROPERTY**

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

Section 1. Recitals.

1.01. KTJ 338, LLC, a Minnesota limited liability company (the “Petitioner”), has proposed to acquire certain property (the “Property”) in the City and has proposed to develop a four-story building consisting of 98-units of senior, multifamily rental housing, 20 units of memory care, one guest unit, and underground structured parking for persons of low or moderate income on the Property.

1.02. The Petitioner has requested that the City undertake certain public assessable improvements described as the extension to the subject property of sanitary sewer, water, storm sewer and street completed under City Project 2019-1.

1.03. There has been presented before the Council a form of a Petition and Waiver Agreement (the “Petition”), between the City and KTJ 338, LLC, a Minnesota limited liability company (the “Petitioner”), whereby the Petitioner requests that the City undertake the assessable public improvements to the Property and waives, among other things, the right to appeal the levy of the special assessments against the affected property for payment of the improvements.

Section 2. Findings.

2.01. The recitals set forth above are incorporated into this resolution.

2.02. Subject to the execution of the Petition and Waiver Agreement by the Petitioner, the Council hereby finds that:

- A. The Petition will be signed by all the owners of real property abutting upon the street named as the location of the improvement in the Petition and this declaration is made in conformity to Minnesota Statutes, Section 429.035.
- B. The Petitioner requests in the Petition that the improvement be constructed and that the entire cost of the improvement be assessed against their property;

- C. Said improvement is necessary, cost-effective, and feasible and can best be made as proposed and said improvement is hereby ordered.

2.03. The Mayor and the City Administrator are authorized to execute and deliver the Petition and Waiver Agreement, in substantially the form now on file with the City but with any modifications as shall be deemed necessary, desirable or appropriate by the City, staff, or consultants, the execution thereof to constitute conclusive evidence of their approval of any and all modifications therein.

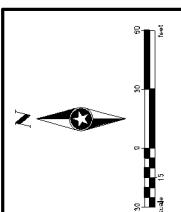
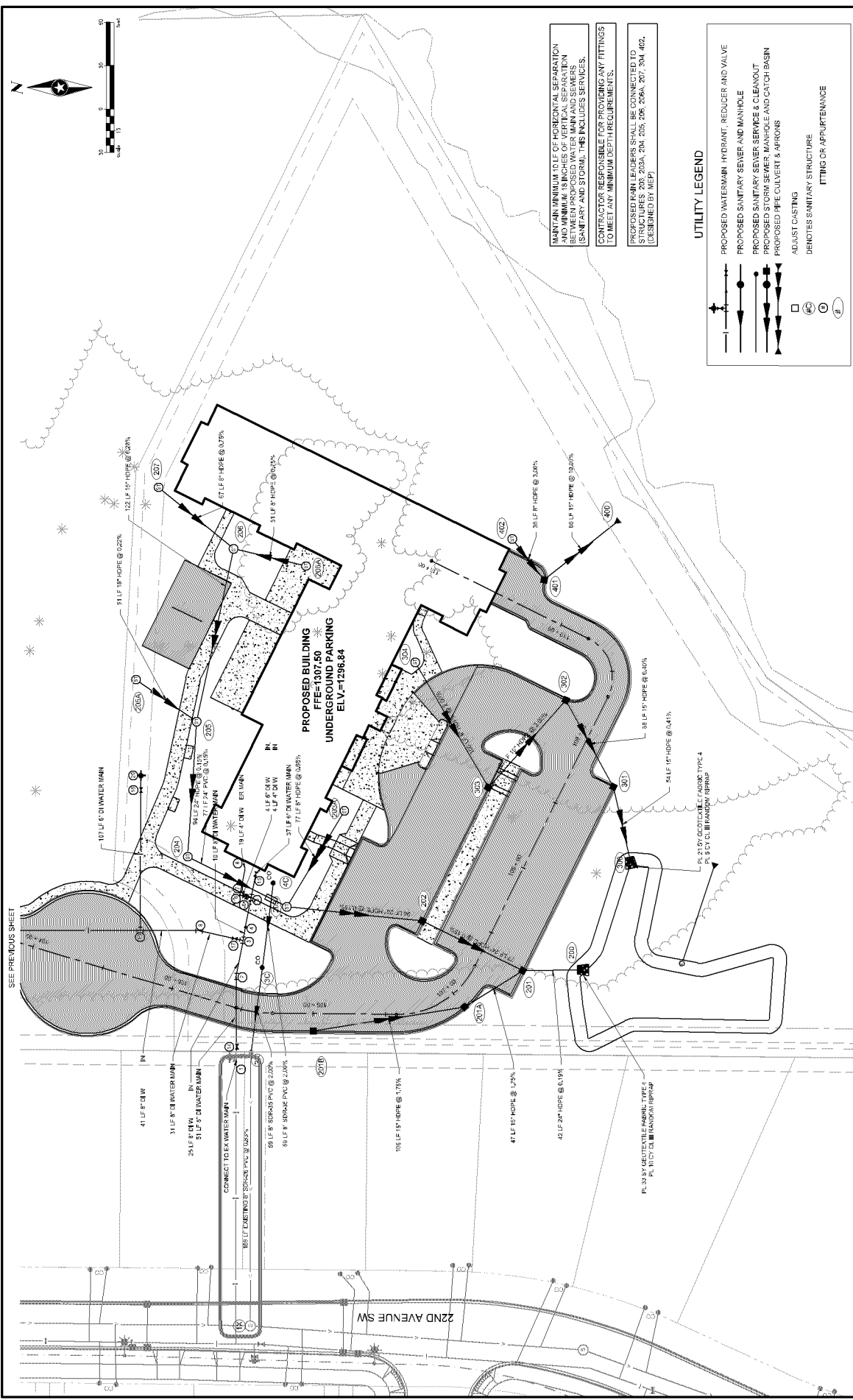
2.04. The Mayor and the City Administrator are authorized and directed to execute and deliver any additional agreements, certificates or other documents that the City determines are necessary to implement this resolution.

Adopted this 16th day of December, 2019 by the City Council of the City of Grand Rapids, Minnesota.

Mayor

Attest:

City Clerk

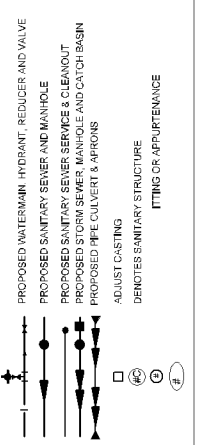


MAINTAIN MINIMUM 10 LF OF HORIZONTAL SEPARATION AND MINIMUM 12\"/>

CONTRACTOR RESPONSIBLE FOR PROVIDING ANY FITTINGS TO MEET ANY MINIMUM DEPTH REQUIREMENTS.

PROPOSED MANHOLE DEPTHS SHALL BE CONNECTED TO STRUCTURES 203, 204, 204, 205, 206, 206, 207, 304, 402, (DESIGNED BY MEP)

UTILITY LEGEND



DRAWN BY: J.E.		NO. BY: DATE	
DESIGNED BY: S.C.		NO. BY: DATE	
CHECKED BY: R.B.		NO. BY: DATE	
DESIGN TEAM		NO. BY: DATE	
SEH		REG. NO. 12345	
PHONE: 763.234.5678		FAX: 763.234.5678	
10000 UNIVERSITY AVENUE, SUITE 100		MINNEAPOLIS, MN 55425	
WWW.SEH.COM		PROJECT NO. 12345	
DRAFT		DATE: 10/20/2023	
GRAND RAPIDS, MINNESOTA		SHEET NO. 25	
UTILITIES THE PILLARS		TOTAL SHEETS 44	



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0803 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Community Development
File created: 12/12/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider adopting a resolution approving a Contract for Private Development and awarding the sale of, and providing the form, terms, covenants and directions for the issuance of its Tax Increment Revenue Note, in the maximum aggregate principal amount of \$1,751,833.

Sponsors:

Indexes:

Code sections:

Attachments: [DOCSOPEN-#623928-v2-Contract for Private Development.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving a Contract for Private Development and awarding the sale of, and providing the form, terms, covenants and directions for the issuance of its Tax Increment Revenue Note, in the maximum aggregate principal amount of \$1,751,833.

Background Information:

The Contract for Private Development between the City and KTJ 338, LLC (Developer) establishes the specific obligations of the Developer and the City, including but not limited to:

- The “Minimum Improvements” to be constructed by the Developer and the timeframe for the construction.
- A description of what project expenses are reimbursable by TIF
- The timing and calculation methods for the TIF Lookback, prior to the City’s issuance of the TIF Note.
- The maximum income limits for the 20% (24 units) to be reserved for residents, as required by the TIF Act for a housing district.
- The form and terms of the TIF Note.

Requested City Council Action

Make a motion adopting a resolution approving a Contract for Private Development and awarding the sale of, and providing the form, terms, covenants and directions for the issuance of its Tax Increment Revenue Note, in the maximum aggregate principal amount of \$1,751,833.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING CONTRACT FOR PRIVATE DEVELOPMENT AND
AWARDING THE SALE OF, AND PROVIDING THE FORM, TERMS, COVENANTS
AND DIRECTIONS FOR THE ISSUANCE OF ITS TAX INCREMENT REVENUE NOTE,
IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$1,751,833**

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

Section 1. Authorization; Award of Sale.

1.01. Authorization.

(a) The City has heretofore approved the establishment of Tax Increment Financing District No. 1-12: The Pillars of Grand Rapids (the “TIF District”) within its Municipal Development District No. 1 (the “Project”), and has adopted a tax increment financing plan therefor for the purpose of financing certain improvements within the Project.

(b) To facilitate the development of certain property within the Project and TIF District, the City, and KTJ 338, LLC, a Minnesota limited liability company (the “Owner”), have negotiated a Contract for Private Development (the “Agreement”) which provides for the construction by the Owner of a four-story building consisting 98-units of senior, multifamily rental housing, 20 units of memory care, one guest unit, and underground structured parking, for occupancy by low and moderate income seniors (the “Minimum Improvements”), on certain property within the TIF District. All capitalized terms in this resolution have the meaning provided in the Agreement unless the context requires otherwise.

1.02. Agreement Approved; Issuance, Sale, and Terms of the Note.

(a) The City hereby approves the Agreement as presented to the City, and authorizes the Mayor and City Administrator to execute such Agreement in substantially the form on file with City, subject to modifications that do not alter the substance of the transaction and are approved by such officials, provided that execution of the Agreement by such officials is conclusive evidence of their approval. Pursuant to the Agreement, the Note shall be sold to the Owner. All capitalized terms in this resolution have the meaning provided in the Agreement unless the context requires otherwise. City staff and officials are authorized to take all actions necessary to perform the City’s obligations under the Agreement as a whole, including without limitation execution of any documents to which the City is a party referenced in or attached to the Agreement, all as described in the Agreement.

(b) Pursuant to Minnesota Statutes, Section 469.178, the City is authorized to issue and sell its bonds for the purpose of financing a portion of the public development costs of the Project.

Such bonds are payable from all or any portion of revenues derived from the TIF District and pledged to the payment of the bonds. The City hereby finds and determines that it is in the best interests of the City that it issue and sell its Tax Increment Revenue Note (the "Note") in the maximum aggregate principal amount of \$1,751,833 for the purpose of financing certain public costs of the Project in accordance with the Agreement. The City hereby authorizes the Mayor and City Administrator to issue the Note in accordance with the Agreement.

(c) The Note shall be issued in the maximum aggregate principal amount of \$1,751,833 and shall be dated as of the date of delivery and shall bear interest at the rate of 4.75% per annum to the earlier of maturity or prepayment. The City shall receive in exchange for the sale of the Note the payment by the Owner of the Public Development Costs as defined in the Agreement. The Note will be issued in the principal amount of Public Development Costs submitted and approved in accordance with Section 3.4 of the Agreement. The Note is secured by Available Tax Increment, as further described in the form of the Note herein. The City hereby delegates to the City Administrator the determination of the date on which the Note is to be delivered, in accordance with the Agreement.

Section 2. Form of Note. The Note shall be in substantially the following form, with the blanks to be properly filled in and the principal amount adjusted as of the date of issue:

UNITED STATE OF AMERICA
STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF GRAND RAPIDS, MINNESOTA

No. R-1 \$ _____

TAX INCREMENT REVENUE NOTE
SERIES 20__

<u>Rate</u>	<u>Date of Original Issue</u>
4.75%	_____, 20__

The City of Grand Rapids, Minnesota (the "City"), for value received, certifies that it is indebted and hereby promises to pay to KTJ 338, LLC, a Minnesota limited liability company, or registered assigns (the "Owner"), the principal sum of \$ _____ and to pay interest thereon at the rate of 4.75% per annum, but solely from the sources and to the extent set forth herein. Capitalized terms shall have the meanings provided in the Contract for Private Redevelopment between the City and the Owner, dated as of December __, 2019 (the "Agreement"), unless the context requires otherwise.

1. Payments. Principal and interest (the "Payments") shall be paid on August 1, 2022 and each February 1 and August 1 thereafter to and including February 1, 2030 (the "Payment Dates") in the amounts and from the sources set forth in Section 3 herein. Payments shall be applied first to

accrued interest, and then to unpaid principal. Simple interest shall accrue from the date of issue through and including the first February 1 Payment Date.

Payments are payable by mail to the address of the Owner or such other address as the Owner may designate upon thirty (30) days' written notice to the City. Payments on this Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

2. Interest. Simple, non-compounding interest at the rate stated herein shall accrue on the unpaid principal, commencing as of the date of issue. Interest shall be computed on the basis of a year of 360 days consisting of twelve 30-day months, and shall be charged for actual days principal is unpaid.

3. Available Tax Increment. Payments on this Note are payable on each Payment Date in the amount of and solely payable from "Available Tax Increment," which shall mean (i) on each Payment Date through February 1, 2026, ninety percent (90%) of the Tax Increment attributable to the Minimum Improvements on the Development Property and paid to the City by Itasca County in the six months preceding the Payment Date, (ii) on each Payment Date from August 1, 2026 through February 1, 2028, eighty percent (80%) of the Tax Increment attributable to the Minimum Improvements on the Development Property and paid to the City by Itasca County in the six months preceding the Payment Date, and (iii) on each Payment Date from August 1, 2028 through February 1, 2030, sixty seven percent (67%) of the Tax Increment attributable to the Minimum Improvements on the Development Property and paid to the City by Itasca County in the six months preceding the Payment Date, all as such terms are defined in the Agreement. Available Tax Increment shall not include any Tax Increment if, as of any Payment Date, there is an uncured Event of Default under the Agreement.

The City shall have no obligation to pay principal of and interest on this Note on each Payment Date from any source other than Available Tax Increment, and the failure of the City to pay the entire amount of principal or interest on this Note on any Payment Date shall not constitute a default hereunder as long as the City pays principal and interest hereon to the extent of Available Tax Increment. The City shall have no obligation to pay any unpaid balance of principal or accrued interest that may remain after the final Payment on February 1, 2030.

4. Default. If on any Payment Date there has occurred and is continuing any Event of Default under the Agreement, the City may withhold from payments hereunder under all Available Tax Increment. If the Event of Default is thereafter cured in accordance with the Agreement, the Available Tax Increment withheld under this Section shall be deferred and paid, without interest thereon, on the next Payment Date after the Event of Default is cured. If the Event of Default is not cured in a timely manner, the City may terminate this Note by written notice to the Owner in accordance with the Agreement.

5. Optional Prepayment. The principal sum and all accrued interest payable under this Note is prepayable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Note.

6. Lookback. In the event that the principal amount of this Note is reduced in accordance with the lookback provision of Section 3.5 of the Agreement, upon request of the Owner, the City will deliver to the Owner a statement of the outstanding principal balance of the Note. In addition, upon the written request of the City, the Owner shall deliver the Note to the City in exchange for a new Note in the adjusted principal amount.

7. Termination. At the City's option, this Note shall terminate and the City's obligation to make any payments under this Note shall be discharged upon the occurrence of an Event of Default on the part of the Developer as defined in Section 9.1 of the Agreement, but only if the Event of Default has not been cured following notice to the Developer and the applicable cure period in accordance with the Agreement.

8. Nature of Obligation. This Note is the sole note of an issue in the total principal amount of \$ _____ issued to aid in financing certain public development costs and administrative costs of a Project undertaken by the City pursuant to Minnesota Statutes, Sections 469.123 through 469.134, as amended, and is issued pursuant to an authorizing resolution (the "Resolution") duly adopted by the City on December 16, 2019, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.1794, as amended. This Note is a limited obligation of the City which is payable solely from Available Tax Increment pledged to the payment hereof under the Resolution. This Note and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, the City, nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Note or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the City, State of Minnesota, or any political subdivision thereof is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

9. Registration and Transfer. This Note is issuable only as a fully registered note without coupons. As provided in the Resolution, and subject to certain limitations set forth therein, this Note is transferable upon the books of the City kept for that purpose at the principal office of the City Administrator, by the Owner hereof in person or by such Owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the City and an investment letter executed by the transferee in a form satisfactory to the City both duly executed by the Owner. Upon such transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the City with respect to such transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate and maturing on the same dates.

Except as otherwise provided in Section 3.4(d) of the Agreement, this Note shall not be transferred to any person or entity, unless the City has provided written consent to such transfer.

10. Estimates of Available Tax Increment. Any estimates of Tax Increment prepared by the City or its financial advisors in connection with the Available Tax Increment and the Agreement

are for the benefit of the City only, and are not intended as representations on which the Developer may rely.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed in order to make this Note a valid and binding limited obligation of the City according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the City Council of the City of Grand Rapids, Minnesota has caused this Note to be executed with the manual signatures of its Mayor and City Administrator, all as of the Date of Original Issue specified above.

CITY OF GRAND RAPIDS, MINNESOTA

City Administrator

Mayor

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the City Administrator, in the name of the person last listed below.

Date of Registration

Registered Owner

Signature of
City Administrator

KTJ 338, LLC

Federal Tax I.D. No.: _____

Section 3. Terms, Execution and Delivery.

3.01. Denomination, Payment. The Note shall be issued as a single typewritten note numbered R-1.

The Note shall be issuable only in fully registered form. Principal of and interest on the Note shall be payable by check or draft issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. Principal of and interest on the Note shall be payable by mail to the owner of record thereof as of the close of business on the fifteenth day of the month preceding the Payment Date, whether or not such day is a business day.

3.03. Registration. The City hereby appoints the City Administrator to perform the functions of registrar, transfer agent and paying agent (the “Registrar”). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its office a bond register in which the Registrar shall provide for the registration of ownership of the Note and the registration of transfers and exchanges of the Note.

(b) Transfer of Note. Upon surrender for transfer of either of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new Note of a like aggregate principal amount and maturity, as requested by the transferor. Notwithstanding the foregoing, the Note shall not be transferred to any person other than an Affiliate, or other related entity, of the Owner unless the City has been provided with an opinion of counsel or a certificate of the transferor, in a form satisfactory to the City, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable State securities laws. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Payment Date and until such Payment Date.

(c) Cancellation. The Note surrendered upon any transfer shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(d) Improper or Unauthorized Transfer. When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Note or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for its refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(e) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Note is at any time registered in the bond register as the absolute owner of the Note, whether the Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note and for all other purposes, and all such payments so made to any such registered owner or upon the owner’s order shall be valid and effectual to satisfy and discharge the liability of the City upon such Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to such transfer or exchange.

(g) Mutilated, Lost, Stolen or Destroyed Note. In case the Note shall become mutilated or be lost, stolen, or destroyed, the Registrar shall deliver a new Note of like amount, maturity dates and tenor in exchange and substitution for and upon cancellation of such mutilated Note or in lieu of and in substitution for such Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Note was lost,

stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. The Note so surrendered to the Registrar shall be cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen, or destroyed Note has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Note prior to payment.

3.04. Preparation and Delivery. The Note shall be prepared under the direction of the City Administrator and shall be executed on behalf of the City by the signatures of its Mayor and City Administrator. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Note has been so executed, it shall be delivered by the City Administrator to the Owner thereof in accordance with the Agreement.

Section 4. Security Provisions.

4.01. Pledge. The City hereby pledges to the payment of the principal of and interest on the Note all Available Tax Increment as defined in the Note. Available Tax Increment shall be applied to payment of the principal of and interest on the Note in accordance with the terms of the form of Note set forth in Section 2 of this resolution.

4.02. Bond Fund. Until the date the Note is no longer outstanding and no principal thereof or interest thereon (to the extent required to be paid pursuant to this resolution) remains unpaid, the City shall maintain a separate and special "Bond Fund" to be used for no purpose other than the payment of the principal of and interest on the Note. The City irrevocably agrees to appropriate to the Bond Fund on or before each Payment Date the Available Tax Increment in an amount equal to the Payment then due, or the actual Available Tax Increment, whichever is less. Any Available Tax Increment remaining in the Bond Fund shall be transferred to the City's account for TIF District No. 1-12 upon the payment of all principal and interest to be paid with respect to the Note.

Section 5. Certification of Proceedings.

5.01. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the Owner of the Note certified copies of all proceedings and records of the City, and such other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates, and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Section 6. Effective Date. This resolution shall be effective upon full execution of the Agreement.

Adopted by the City Council of the City of Grand Rapids, Minnesota, this 16th day of December, 2019.

Mayor

City Administrator

Second Draft, December 11, 2019

CONTRACT FOR PRIVATE DEVELOPMENT

By and Between

CITY OF GRAND RAPIDS, MINNESOTA

and

KTJ 338, LLC

Dated: December __, 2019

This document was drafted by:
KENNEDY & GRAVEN, Chartered (GAF)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, Minnesota 55402
Telephone: 612-337-9300

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CONTRACT FOR PRIVATE DEVELOPMENT

THIS CONTRACT FOR PRIVATE DEVELOPMENT, made as of the ___ day of _____, 2019 (the “Agreement”), by and between the CITY OF GRAND RAPIDS, MINNESOTA, a Minnesota municipal corporation (the “City”), and KTJ 338, LLC, a Minnesota limited liability company (the “Developer”):

WITNESSETH:

WHEREAS, the City has undertaken a program to promote economic development and job opportunities and to promote the development of land which is underutilized within the City, and in this connection created Development District No. 1 (hereinafter referred to as the “Project”) in an area (hereinafter referred to as the “Project Area”) located in the City, and has established Tax Increment Financing District No. 1-12 (the “TIF District”) within the Project Area, all pursuant to Minnesota Statutes, Sections 469.124 to 469.133, as amended (the “Act”) and Minnesota Statutes, Sections 469.174 to 469.1794, as amended (the “Tax Increment Act”); and

WHEREAS, pursuant to the Act, the City is authorized to undertake certain activities to facilitate the development of such underutilized land by private enterprise; and

WHEREAS, the Developer proposes to acquire certain property (the “Development Property”) in the Project Area and has proposed to develop a four-story building consisting of 98- units of senior, multifamily rental housing, 20 units of memory care, one guest unit, and underground structured parking for persons of low or moderate income in the Project and the TIF District; and

WHEREAS, in order to achieve the objectives of the Development Plan for the Project the City is prepared to pay certain public improvement costs of the Project, in order to bring about development in accordance with the Development Plan and this Agreement; and

WHEREAS, the City believes that the development of the Project Area pursuant to this Agreement, and fulfillment generally of this Agreement, are in the vital and best interests of the City and the health, safety, morals, and welfare of its residents, and in accord with the public purposes and provisions of the applicable State and local laws and requirements under which the Project has been undertaken and is being assisted.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

“Act” means the Municipal Development Act, Minnesota Statutes, Sections 469.124 to 469.133, as amended.

“Affiliate” means with respect to the Developer (a) any corporation, partnership, limited liability company or other business entity or person controlling, controlled by or under common control with the Developer, and (b) any successor to such party by merger, acquisition, reorganization or similar transaction involving all or substantially all of the assets of such party (or such Affiliate). For the purpose hereof the words “controlling,” “controlled by” and “under common control with” mean, with respect to any corporation, partnership, limited liability company or other business entity, the ownership of fifty percent (50%) or more of the voting interests in such entity possession, directly or indirectly, of the power to direct or cause the direction of management policies of such entity, whether ownership of voting securities or by contract or otherwise.

“Agreement” means this Contract for Private Development, as the same may be from time to time modified, amended, or supplemented, and approve the execution of this Agreement.

“Authorizing Resolution” means the resolution of the City, substantially in the form of the attached Schedule B, adopted by the City Council to authorize the issuance of the Note.

“Available Tax Increment” has the meaning provided in the Authorizing Resolution.

“Business Day” means any day except a Saturday, Sunday, legal holiday, a day on which the City is closed for business, or a day on which banking institutions in the City are authorized by law or executive order to close.

“Certificate of Completion” means the certification provided to the Developer, or the purchaser of any part, parcel or unit of the Development Property, pursuant to Section 4.4 of this Agreement.

“City” means the City of Grand Rapids, Minnesota.

“City Representative” means the City Administrator or person designated in writing by the City Administrator to act as the City Representative of the City.

“Construction Plans” means the plans, specifications, drawings and related documents on the construction work to be performed by the Developer on the Development Property, including the Minimum Improvements, which (a) shall be as detailed as the plans, specifications, drawings

and related documents which are submitted to the appropriate building officials of the City, and (b) shall include at least the following: (1) site plan; (2) foundation plan; (3) basement plans; (4) floor plan for each floor; (5) cross sections of each (length and width); (6) elevations (all sides); (7) landscape plan; and (8) such other plans or supplements to the foregoing plans as the City may reasonably request to allow it to ascertain the nature and quality of the proposed construction work.

“County” means the County of Itasca, Minnesota.

“Developer” means KTJ 338, LLC, a Minnesota limited liability company or its permitted successors and assigns.

“Development Property” means the real property described in Schedule A of this Agreement.

“Development Plan” means the City’s Development Program for Development District No. 1 as approved on February 17, 1982 and modified on August 26, 1996, August 14, 2006, August 23, 2010, August 24, 2018 and as it may be further modified.

“Event of Default” means an action by the Developer listed in Article IX of this Agreement.

“Holder” means the owner of a Mortgage.

“Minimum Improvements” means the development on the Development Property of a four-story building consisting 98-units of senior, multifamily rental housing, 20 units of memory care, one guest unit, and underground structured parking, for occupancy by low and moderate income seniors.

“Mortgage” means any mortgage made by the Developer which is secured, in whole or in part, with the Development Property and which is a permitted encumbrance pursuant to the provisions of Article VIII of this Agreement.

“Note” means a pay-as-you-go Tax Increment Revenue Note, substantially in the form contained in the Authorizing Resolution, to be delivered by the City to the Developer in consideration for the Developer’s payment of Public Development Costs, and any obligation issued to refund the Note.

“Petition and Waiver Agreement” means the Petition and Waiver Agreement, between the Developer and the City, substantially in the form attached hereto as Schedule F.

“Project” means the City’s Development District No. 1.

“Project Area” means the real property located within the boundaries of the Project.

“Public Development Costs” means those costs to be paid or reimbursed to the Developer by the City in connection with the development hereunder as set forth in Section 3.3.

“Special Assessments” means special assessments, in the amount set forth in the Petition and Waiver Agreement and as certified to the County Auditor, which have been or will be levied against the Development Property by the City.

“State” means the State of Minnesota.

“Tax Increment” means that portion of the real property taxes which is paid with respect to the Development Property and which is remitted to the City as tax increment pursuant to the Tax Increment Act. The term Tax Increment does not include any amounts retained by or payable to the State auditor under Section 469.177, subdivision 11 of the Tax Increment Act.

“Tax Increment Act” or “TIF Act” means the Tax Increment Financing Act, Minnesota Statutes, Sections 469.174 to 469.1794, as amended.

“Tax Increment District” or “TIF District” means the City’s Tax Increment Financing District No. 1-12.

“Tax Increment Plan” or “TIF Plan” means the City’s Tax Increment Financing Plan for Tax Increment Financing District No. 1-12, as approved by the City Council of the City December 16, 2019, and as it may be amended.

“Tax Official” means any County assessor, County auditor, County or State board of equalization, the commissioner of revenue of the State, or any State or federal district court, the tax court of the State, or the State Supreme Court.

“Termination Date” means the earlier of the following: (a) February 1, 2030, the date following the 16th Payment Date (as defined therein) for the TIF Note, (b) the date when the Note has been fully paid, defeased or terminated in accordance with its terms; or (c) the date of termination of the Note and this Agreement by the City due to an Event of Default as set forth in Section 9.2 hereof.

“Transfer” has the meaning set forth in Section 8.2(a) hereof.

“Unavoidable Delays” means delays beyond the reasonable control of the party seeking to be excused as a result thereof which are the direct result of strikes, other labor troubles, prolonged adverse weather or acts of God, fire or other casualty to the Minimum Improvements, litigation commenced by third parties which, by injunction or other similar judicial action, directly results in delays, or acts of any federal, State or local governmental unit (other than the City in exercising its rights under this Agreement) which directly result in delays. Unavoidable Delays shall not include delays in the Developer’s obtaining of permits or governmental approvals necessary to enable construction of the Minimum Improvements by the dates such construction is required under Section 4.3 of this Agreement.

ARTICLE II

Representations and Warranties

Section 2.1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:

(a) The City is a statutory city duly organized and existing under the laws of the State. Under the provisions of the Act and the TIF Act, the City has the power to enter into this Agreement and carry out its obligations hereunder, and execution of this Agreement has been duly, properly and validly authorized by the City.

(b) The City proposes to assist in financing certain Public Development Costs in accordance with the terms of this Agreement.

(c) The activities of the City are undertaken for the purpose of fostering affordable rental housing for persons of low and moderate income.

Section 2.2. Representations and Warranties by the Developer. The Developer represents and warrants that:

(a) The Developer is a limited liability company duly organized and in good standing under the laws of the State, is duly authorized to transact business within the State, is not in violation of any provisions of its organizational documents or bylaws or, to the best of its knowledge, the laws of the State, is duly authorized to transact business within the State, has power to enter into this Agreement and has duly authorized the execution, delivery, and performance of this Agreement by proper action of its respective officers, directors, managers, governors or members (as applicable).

(b) The Developer will construct, operate and maintain the Minimum Improvements in accordance with the terms of this Agreement, the Development Plan and all local, State and federal laws and regulations (including, but not limited to, environmental, zoning, building code and public health laws and regulations).

(c) The Developer has received no notice or communication from any local, State or federal official that the activities of the Developer or the City in the Project Area may be or will be in violation of any environmental law or regulation (other than those notices or communications of which the City is aware). The Developer is aware of no facts the existence of which would cause it to be in violation of or give any person a valid claim under any local, State or federal environmental law, regulation or review procedure.

(d) The Developer will construct the Minimum Improvements in accordance with all local, State or federal energy-conservation laws or regulations.

(e) The Developer will obtain, in a timely manner, all required permits, licenses and approvals, and will meet, in a timely manner, all requirements of all applicable local, State and federal laws and regulations which must be obtained or met before the Minimum Improvements may be lawfully constructed. The Developer did not obtain a building permit for any portion of the Minimum Improvements before December 16, 2019, the date of approval of the TIF Plan for the TIF District.

(f) Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance with the terms and conditions of this Agreement is prevented, limited by or conflicts with or results in a breach of, the terms, conditions or provisions of any partnership or company restriction or any evidences of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

(g) Whenever any Event of Default occurs and if the City shall employ attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, and the City prevails in such action, the Developer agrees that it shall, within ten days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

(h) The proposed development by the Developer hereunder would not occur but for the tax increment financing assistance being provided by the City hereunder.

(i) The Developer shall promptly advise City in writing of all litigation or claims affecting any part of the Minimum Improvements and all written complaints and charges made by any governmental authority materially affecting the Minimum Improvements or materially affecting Developer or its business which may delay or require changes in construction of the Minimum Improvements.

(j) The Developer represents that no more than twenty percent (20%) of the square footage of the Minimum Improvements will consist of commercial, retail or other nonresidential use, and specifically, the portion of the Minimum Improvements consisting of memory care units does not exceed 20% of the square footage of the Minimum Improvements.

(The remainder of this page is intentionally left blank.)

ARTICLE III

Public Development Costs; Financing

Section 3.1. Status of Development Property. The Development Property consists of the property described in Schedule A. As of the date of this Agreement, the Developer has entered into a purchase agreement to acquire the Development Property. The City has no obligation to acquire the Development Property.

Section 3.2. Soils, Environmental Conditions. (a) The Developer acknowledges that the City makes no representations or warranties as to the condition of the soils on the Development Property or the fitness of the Development Property for construction of the Minimum Improvements or any other purpose for which the Developer may make use of such property, and that the assistance provided to the Developer under this Agreement neither implies any responsibility by the City for any contamination of the Development Property nor imposes any obligation on such parties to participate in any cleanup of the Development Property.

(b) Without limiting its obligations under Section 8.3 of this Agreement the Developer further agrees that it will indemnify, defend, and hold harmless the City, and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants existing on or in the Development Property, unless and to the extent that such hazardous wastes or pollutants are present as a result of the actions or omissions of the indemnitees. Nothing in this section will be construed to limit or affect any limitations on liability of the City under State or federal law, including without limitation Minnesota Statutes, Sections 466.04 and 604.752.

Section 3.3. Public Development Costs. In order to make development of the Minimum Improvements economically feasible, the City will reimburse the Developer for a portion of the actual costs of acquiring the Development Property, along with site improvement costs and the costs of construction of affordable housing on the Development Property as set forth in more detail in Schedule D-2 attached hereto (“Public Development Costs”). The total principal amount of Public Development Costs subject to reimbursement will not exceed \$1,751,833. Public Development Costs in excess of the aggregate total are the responsibility of the Developer.

Section 3.4. Issuance of Note.

(a) *Terms.* To reimburse the Developer for a portion of the Public Development Costs paid by the Developer, the City shall issue and the Developer shall purchase the Note in the maximum principal amount of \$1,751,833 to pay for Public Development Costs associated with of the Minimum Improvements. The City shall issue and deliver the Note upon Developer having:

(i) delivered to the City written evidence satisfactory to the City that Developer has incurred Public Development Costs for the Project in an amount at least equal to the principal amount of the Note, which evidence must include copies of the paid invoices or other comparable evidence for costs of allowable Public Development Costs, and a

statement that no part of such cost has been included in any previous certification under this Section;

(ii) submitted and obtained City approval of financing in accordance with Section 7.1 hereof;

(iii) the Developer has executed the Petition and Waiver Agreement;

(iv) delivered to the City an investment letter in a form reasonably satisfactory to the City.

The terms of the Note will be substantially those set forth in the form of the note shown in Schedule C, and the Note will be subject to all terms of the Authorizing Resolution, which is incorporated herein by reference.

(c) *Termination of Right to Note.* In accordance with Section 469.1763, subdivision 3 of the TIF Act, conditions for delivery of the Note must be met by no later than five (5) years after the date of certification of the TIF District by the County, in compliance with the so-called five-year rule under Section 469.1763, subdivision 3(c) of the TIF Act. If the conditions for delivery of the Note are not satisfied by the date described in this paragraph, the City has no further obligations under this Section 3.4.

(d) *Assignment of Note.* The City acknowledges that the Developer may assign the Note to a third party. The City consents to such an assignment, conditioned upon receipt of a written instrument of transfer satisfactory to the City approving such transfer and investment letter from such third party in a form reasonably acceptable to the City.

(e) *Qualifications.* The Developer understands and acknowledges that all Public Development Costs must be paid by the Developer and will be reimbursed solely from Available Tax Increment pursuant to the terms of the Note. The City makes no representations or warranties regarding the amount of Tax Increment, or that revenues pledged to the Note will be sufficient to pay the principal and interest on the Note. Any estimates of Tax Increment prepared by the City or its municipal advisors in connection with the TIF District or this Agreement are for the benefit of the City, and are not intended as representations on which the Developer may rely. Public Development Costs exceeding the principal amount of the Note are the sole responsibility of the Developer.

Section 3.5. TIF Lookback. The financial assistance to the Developer under this Agreement is based on certain assumptions regarding likely costs and expenses associated with constructing the Minimum Improvements. The parties agree that those assumptions will be reviewed at the times described in this Section, and that the amount of Tax Increment assistance provided under Section 3.5 will be adjusted accordingly.

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

“Advisor” means the City's municipal advisor (“Advisor”).

"Calculation Date" means sixty (60) days after the earliest of (i) the date of Stabilization of the Minimum Improvements; (ii) the date of any Transfer of the Minimum Improvements (provided that the Developer and the City may agree that the Calculation Date will occur prior to the actual Transfer); or (iii) three years after the date of completion of the Minimum Improvements, as evidenced by the City's issuance of a Certificate of Completion.

"Cash Flow" means Net Operating Income less debt service with respect to the permanent first mortgage loan. In the event that on the Calculation Date the Developer has not secured permanent financing for the Minimum Improvements, then debt service will be reasonably projected by the City based on a hypothetical amortizing permanent loan with a term and an interest rate generally available for facilities similar to the Minimum Improvements, taking into account then current lending conditions.

"Cash on Cash Return" means Cash Flow divided by the sum of Developer's actual equity, which equity (i) includes equity derived from mezzanine financing that is non-amortizing, and (ii) excludes any grants or City, Federal or State funds received by the Developer, and (iii) the principal amount of the Note.

"Net Operating Income" means total rent and other project-derived revenue, including payments under the Note, less Operating Expenses in accordance with the Pro Forma.

"Pro Forma" means a current cash flow pro forma model projecting future returns and submitted to the Advisor, a summary of which is attached to this Agreement as Schedule D-1.

"Operating Expenses" means reasonable and customary expenses incurred in operating the Minimum Improvements in accordance with the Pro Forma, including deposits to capital replacement reserves and payment of real estate taxes.

"Stabilization" means the first date upon which the Minimum Improvements has achieved 90% occupancy for three consecutive months.

(b) Lookback calculations shall be performed pursuant to two tests, as follows:

- (i) At the time of completion of construction of the Minimum Improvements, the Developer shall submit evidence satisfactory to the City of the total costs of construction of the Minimum Improvements, if the total costs of construction of the Minimum Improvements actually incurred is less than the total costs of construction of the Minimum Improvements projected in Schedule D-3, the assistance for Public Development Costs shall be reduced by 50% of the excess of the projected costs of construction of the Minimum Improvements over the actual costs of construction of the Minimum Improvements and the principal amount of the Note shall be adjusted accordingly.
- (ii) On the Calculation Date, the amount of the Tax Increment assistance provided pursuant to this Agreement will be subject to adjustment based on a

target Cash on Cash Return of 10%. By the Calculation Date, the Developer must deliver to the Advisor evidence of its Cash on Cash Return, which evidence shall include such audited and other financial information as the Advisor shall reasonably require. The Cash on Cash Return shall be calculated by the Advisor based on audited financials and the Pro Forma (to be calculated in the same manner as the sample attached as Schedule D-4).

If the Cash on Cash Return exceeds 10%, then the principal amount of the Note issued to the Developer will be reduced by an amount that results in a stabilized Cash on Cash Return equal to 10% over the term of the Note (the "Participation Amount"), and the Developer shall deliver the Note to the City in exchange for a new Note in the original principal amount reduced by the Participation Amount upon the City's written request.

Section 3.6. Public Improvements Financing. Developer acknowledges that the City will specially assess the Development Property in accordance with Minnesota Statutes, Chapter 429 for a portion of the costs of certain public infrastructure improvements in accordance with the Petition and Waiver Agreement as set forth in Schedule F attached hereto. The maximum principal amount of the Special Assessments is \$112,633. The Developer waives notice of hearing, and the right to a hearing, on the Special Assessments pursuant to Minnesota Statutes, Section 429.061, and specifically requests that Special Assessments be levied against the Development Property without hearings. The Developer further waives the right to appeal the levy of the Special Assessments in accordance with this Agreement pursuant to Minn. Stat. Section 429.081, or reapportionment thereof upon land division pursuant to Minn. Stat., Section 429.071, subdivision 3, or otherwise, and further specifically agrees with respect to such Special Assessments against the Development Property or reapportionment that:

(a) Any requirements of Minn. Stat., Chapter 429 with which the City does not comply are hereby waived by the Developer;

(b) The increase in fair market value of the Development Property resulting from the Special Assessments will be at least equal to the amount of the Special Assessments and that such increase in fair market value is special benefit to the Development Property;

(c) Assessment of the above-specified cost of the Public Development Costs against the Development Property is reasonable, fair and equitable and there are no other properties against which such cost should be assessed; and

(d) The Developer further specifically waives notice and right to appeal reapportionment of such special assessments upon land division pursuant to Minn. Stat., Section 429.071, subdivision. 3.

(e) The Developer understands and agrees that the City may provide for the payment of such Special Assessments in installments over a term of eight (8) years or more, bearing such interest at the rate of 4.75%.

Section 3.7. Payment of Administrative Costs. The Developer agrees that it will pay, within thirty (30) days after written notice from the City, the costs of consultants and attorneys retained by the City in connection with the creation of the TIF District and the negotiation in preparation of this Agreement and other incidental agreements and documents related to the development contemplated hereunder (the “Administrative Costs”). Out-of-pocket Administrative Costs shall be evidenced by invoices, statements or other reasonable written evidence of the costs incurred by the City. Upon termination of this Agreement in accordance with its terms, the Developer remains obligated under this section for Administrative Costs incurred through the effective date of termination.

Section 3.8. Records. The City and its representatives shall have the right at all reasonable times after reasonable notice to inspect, examine and copy all books and records of the Developer relating to the Minimum Improvements and the Public Development Costs.

Section 3.9. Purpose of Assistance. The parties agree and understand that the purpose of the City’s financial assistance to the Developer is to facilitate development of affordable rental housing for persons of low and moderate income, and is not a “business subsidy” within the meaning of Minnesota Statutes, Sections 116J.993 to 116J.995, as amended.

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ARTICLE IV

Construction of Minimum Improvements

Section 4.1. Construction of Minimum Improvements. The Developer agrees that it will construct the Minimum Improvements on the Development Property in accordance with the approved Construction Plans and at all times prior to the Termination Date, will operate and maintain, preserve and keep the Minimum Improvements or cause such improvements to be maintained, preserved and kept with the appurtenances and every part and parcel thereof, in good repair and condition. The City shall have no obligation to operate or maintain the Minimum Improvements.

Section 4.2. Construction Plans.

(a) Before commencement of construction of the Minimum Improvements, the Developer shall submit to the City Construction Plans. The Construction Plans shall provide for the construction of the Minimum Improvements and shall be in conformity with the Development Plan, this Agreement, and all applicable State and local laws and regulations. The City Representative will approve the Construction Plans in writing if: (i) the Construction Plans conform to the terms and conditions of this Agreement; (ii) the Construction Plans conform to the goals and objectives of the Development Plan; (iii) the Construction Plans conform to all applicable federal, State and local laws, ordinances, rules and regulations; (iv) the Construction Plans are adequate to provide for construction of the Minimum Improvements; (v) the Construction Plans do not provide for expenditures in excess of the funds available to the Developer from all sources (including the Developer's equity) for construction of the Minimum Improvements; and (vi) no Event of Default has occurred. Approval may be based upon a review by the City's Building Official of the Construction Plans. No approval by the City Representative shall relieve the Developer of the obligation to comply with the terms of this Agreement or of the Development Plan, applicable federal, State and local laws, ordinances, rules and regulations, or to construct the Minimum Improvements in accordance therewith. No approval by the City Representative shall constitute a waiver of an Event of Default. If approval of the Construction Plans is requested by the Developer in writing at the time of submission, such Construction Plans shall be deemed approved unless rejected in writing by the City Representative, in whole or in part. Such rejections shall set forth in detail the reasons therefor, and shall be made within thirty (30) days after the date of their receipt by the City. If the City Representative rejects any Construction Plans in whole or in part, the Developer shall submit new or corrected Construction Plans within thirty (30) days after written notification to the Developer of the rejection. The provisions of this Section relating to approval, rejection and resubmission of corrected Construction Plans shall continue to apply until the Construction Plans have been approved by the City. The City Representative's approval shall not be unreasonably withheld, delayed or conditioned. Said approval shall constitute a conclusive determination that the Construction Plans (and the Minimum Improvements constructed in accordance with said plans) comply to the City's satisfaction with the provisions of this Agreement relating thereto.

The Developer hereby waives any and all claims and causes of action whatsoever resulting from the review of the Construction Plans by the City and/or any changes in the Construction Plans requested by the City. Neither the City, nor any employee or official of the City shall be responsible in any manner whatsoever for any defect in the Construction Plans or in any work done pursuant to the Construction Plans, including changes requested by the City.

(b) If the Developer desires to make any material change in the Construction Plans after their approval by the City, the Developer shall submit the proposed change to the City for its approval. If the Construction Plans, as modified by the proposed change, conform to the requirements of this Section 4.2 with respect to such previously approved Construction Plans, the City shall approve the proposed change and notify the Developer in writing of its approval. Such change in the Construction Plans shall, in any event, be deemed approved by the City unless rejected, in whole or in part, by written notice by the City to the Developer, setting forth in detail the reasons therefor. Such rejection shall be made within thirty (30) days after receipt of the notice of such change. The City's approval of any such change in the Construction Plans will not be unreasonably withheld.

Section 4.3. Commencement and Completion of Construction. Subject to Unavoidable Delays, the Developer will commence construction of the Minimum Improvements by August 1, 2020, and substantially complete construction of by August 1, 2022. All work with respect to the Minimum Improvements to be constructed or provided by the Developer on the Development Property shall be in conformity with the Construction Plans as submitted by the Developer and approved by the City.

The Developer agrees for itself, its successors and assigns, and every successor in interest to the Development Property, or any part thereof, that the Developer, and such successors and assigns, shall promptly begin and diligently prosecute to completion the development of the Development Property through the construction of the Minimum Improvements thereon, and that such construction shall in any event be commenced and completed within the period specified in this Section 4.3 of this Agreement. Subsequent to execution of this Agreement and until construction of the Minimum Improvements has been completed, the Developer shall make reports, in such detail and at such times as may reasonably be requested by the City, as to the actual progress of the Developer with respect to such construction.

Section 4.4. Certificate of Completion.

(a) Promptly after completion of the Minimum Improvements in accordance with those provisions of the Agreement relating solely to the obligations of the Developer to construct the Minimum Improvements (including the dates for commencement and completion thereof), the City Representative will furnish the Developer with a Certificate of Completion in substantially the form shown as Schedule C. Such certification and such determination shall not constitute evidence of compliance with or satisfaction of any obligation of the Developer to any Holder of a Mortgage, or any insurer of a Mortgage, securing money loaned to finance the Minimum Improvements, or any part thereof.

(b) If the City Representative shall refuse or fail to provide any certification in accordance with the provisions of this Section 4.4, the City Representative shall, within thirty (30) days after written request by the Developer, provide the Developer with a written statement, indicating in adequate detail in what respects the Developer has failed to complete the Minimum Improvements in accordance with the provisions of this Agreement, or is otherwise in default, and what measures or acts will be necessary, in the opinion of the City, for the Developer to take or perform in order to obtain such certification.

(c) The construction of the Minimum Improvements shall be deemed to be commenced when foundations are completed; and shall be deemed to be substantially complete upon issuance of a certificate of occupancy by the City.

Section 4.5. Income Limits.

(a) The City and the Developer understand and agree that the TIF District will constitute a “housing district” under Section 469.174, subdivision 11 of the TIF Act. The Developer covenants that, for the duration of the TIF District, it will comply with all income requirements for a qualified residential rental project as defined in Section 142(d) of the Internal Revenue Code of 1986, as amended. Specifically, the Developer agrees and covenants that 20% of the units of the Minimum Improvements (24 units) will be reserved for persons with incomes at or less than 50% of areawide median income.

(b) On or before April 1 of each year for the duration of the TIF District, the Developer shall submit evidence in substantially the form in Schedule E, showing that the Minimum Improvements meet the relevant income requirements. The parties agree and understand that the Developer may retain a manager (the “Manager”) who will review such evidence and will certify to the City that the TIF District remains a housing district under the TIF Act. Developer is responsible for any costs incurred to compensate the Manager (or any successor) for such activities.

(c) If the City determined based on evidence submitted by the Developer or receives notice from the Manager, if any, the State department of revenue, the State auditor, any Tax Official or any court of competent jurisdiction that the TIF District does not qualify as a “housing district,” such event shall be deemed an Event of Default under this Agreement. In addition to any remedies available to the City under Article IX hereof, the Developer shall indemnify, defend and hold harmless the City for any damages or costs resulting therefrom.

(d) The Developer understands that if it does not comply with the affordability covenants in this Section, the TIF Act requires the City to decertify the TIF District.

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ARTICLE V

Insurance

Section 5.1. Insurance.

(a) The Developer will provide and maintain at all times during the process of constructing the Minimum Improvements an All Risk Broad Form Basis Insurance Policy and, from time to time during that period, at the request of the City, furnish the City with proof of payment of premiums on policies covering the following:

(i) Builder's risk insurance, written on the so-called "Builder's Risk -- Completed Value Basis," in an amount equal to one hundred percent (100%) of the insurable value of the Minimum Improvements at the date of completion, and with coverage available in nonreporting form on the so-called "all risk" form of policy. The interest of the City shall be protected in accordance with a clause in form and content satisfactory to the City;

(ii) Comprehensive general liability insurance (including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance) together with an Owner's Protective Liability Policy with limits against bodily injury and property damage of not less than \$1,000,000 for each occurrence (to accomplish the above-required limits, an umbrella excess liability policy may be used). The City shall be listed as an additional insured on the policy; and

(iii) Workers' compensation insurance, with statutory coverage.

(b) Upon completion of construction of the Minimum Improvements and prior to the Termination Date, the Developer shall maintain, or cause to be maintained, at its cost and expense, and from time to time at the request of the City shall furnish proof of the payment of premiums on, insurance as follows:

(i) Insurance against loss and/or damage to the Minimum Improvements under a policy or policies covering such risks as are ordinarily insured against by similar businesses;

(ii) Comprehensive general public liability insurance, including personal injury liability (with employee exclusion deleted), against liability for injuries to persons and/or property, in the minimum amount for each occurrence and for each year of \$1,000,000, and shall be endorsed to show the City as additional insured; and

(iii) Such other insurance, including workers' compensation insurance respecting all employees of the Developer, in such amount as is customarily carried by like organizations engaged in like activities of comparable size and liability exposure; provided

that the Developer may be self-insured with respect to all or any part of its liability for workers' compensation.

(c) All insurance required in this Article V shall be taken out and maintained in responsible insurance companies selected by the Developer which are authorized under the laws of the State to assume the risks covered thereby. Upon request, the Developer will deposit annually with the City policies evidencing all such insurance, or a certificate or certificates or binders of the respective insurers stating that such insurance is in force and effect. Unless otherwise provided in this Article V each policy shall contain a provision that the insurer shall not cancel nor modify it in such a way as to reduce the coverage provided below the amounts required herein without giving written notice to the Developer and the City at least thirty (30) days before the cancellation or modification becomes effective. In lieu of separate policies, the Developer may maintain a single policy, blanket or umbrella policies, or a combination thereof, having the coverage required herein, in which event the Developer shall deposit with the City a certificate or certificates of the respective insurers as to the amount of coverage in force upon the Minimum Improvements.

(d) The Developer agrees to notify the City immediately in the case of damage exceeding \$100,000 in amount to, or destruction of, the Minimum Improvements or any portion thereof resulting from fire or other casualty. In such event the Developer will forthwith repair, reconstruct and restore the Minimum Improvements to substantially the same or an improved condition or value as it existed prior to the event causing such damage and, to the extent necessary to accomplish such repair, reconstruction and restoration, the Developer will apply the Net Proceeds of any insurance relating to such damage received by the Developer to the payment or reimbursement of the costs thereof. The Developer shall complete the repair, reconstruction and restoration of the Minimum Improvements, whether or not the Net Proceeds of insurance received by the Developer for such purposes are sufficient to pay for the same. Any Net Proceeds remaining after completion of such repairs, construction and restoration shall be the property of the Developer.

(e) In lieu of its obligation to reconstruct the Minimum Improvements as set forth in this Section, the Developer shall have the option of: (i) paying to the City an amount that, in the opinion of the City and its fiscal consultant, is sufficient to pay or redeem the outstanding principal and accrued interest on the Note, or (ii) so long as the Developer is the owner of the Note, waiving its right to receive subsequent payments under the Note.

(f) The Developer and the City agree that all of the insurance provisions set forth in this Article V shall terminate upon the termination of this Agreement.

Section 5.2. Subordination. Notwithstanding anything to the contrary contained in this Article V, the rights of the City with respect to the receipt and application of any proceeds of insurance shall, in all respects, be subject and subordinate to the rights of any lender under a Mortgage approved pursuant to Article VII of this Agreement.

ARTICLE VI

Tax Increment; Taxes

Section 6.1. Right to Collect Delinquent Taxes. The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the development of the Minimum Improvements through issuance of the Note. The Developer understands that the Tax Increments pledged to payment on the Note are derived from real estate taxes on the Development Property, which taxes must be promptly and timely paid. To that end, the Developer agrees for itself, its successors and assigns, in addition to the obligation pursuant to statute to pay real estate taxes and the Special Assessments, that it is also obligated by reason of this Agreement to pay before delinquency all real estate taxes assessed against the Development Property and the Minimum Improvements. The Developer acknowledges that this obligation creates a contractual right on behalf of the City to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor. In any such suit, the City shall also be entitled to recover its costs, expenses and reasonable attorney fees.

Section 6.2. Reduction of Taxes. The Developer agrees that prior to the Termination Date, it will not cause a reduction in the real property taxes paid in respect of the Development Property by (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed property; or (iii) filing any petition to seek reduction in market value or property taxes on any portion of the Development Property under any State law. The Developer also agrees that it will not, prior to the Termination Date, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real property taxes under State law.

ARTICLE VII

Financing

Section 7.1. Mortgage Financing.

(a) Before commencement of construction of the Minimum Improvements, the Developer shall submit to the City evidence of one or more commitments for financing which, together with committed equity for such construction, is sufficient for payment of the Minimum Improvements. Such commitments may be submitted as short-term financing, long-term mortgage financing, a bridge loan with a long-term take-out financing commitment, or any combination of the foregoing.

(b) If the City finds that the financing is sufficiently committed and adequate in amount to pay the costs specified in paragraph (a) then the City shall notify the Developer in writing of its approval. Such approval shall not be unreasonably withheld and either approval or rejection shall be given within twenty (20) days from the date when the City is provided the evidence of financing. A failure by the City to respond to such evidence of financing shall be deemed to constitute an approval hereunder. If the City rejects the evidence of financing as inadequate, it shall do so in writing specifying the basis for the rejection. In any event the Developer shall submit adequate evidence of financing within ten (10) days after such rejection.

Section 7.2. City's Option to Cure Default on Mortgage. In the event that any portion of the Developer's funds is provided through mortgage financing, and there occurs a default under any Mortgage authorized pursuant to this Article VII, the Developer shall cause the City to receive copies of any notice of default received by the Developer from the holder of such Mortgage. Thereafter, the City shall have the right, but not the obligation, to cure any such default on behalf of the Developer within such cure periods as are available to the Developer under the Mortgage documents.

Section 7.3. Modification; Subordination. In order to facilitate the Developer obtaining financing for the development of the Minimum Improvements, the City agrees to subordinate its rights under this Agreement to the Holder of any Mortgage securing construction or permanent financing, provided that such subordination shall be subject to such reasonable terms and conditions as the City and Holder mutually agree in writing

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ARTICLE VIII

Prohibitions Against Assignment and Transfer; Indemnification

Section 8.1. Representation as to Development. The Developer represents and agrees that its purchase of the Development Property, and its other undertakings pursuant to the Agreement, are, and will be used, for the purpose of development of the Development Property and not for speculation in land holding.

Section 8.2. Prohibition Against Developer's Transfer of Property and Assignment of Agreement. The Developer represents and agrees that prior to issuance of the Certificate of Completion for the Minimum Improvements:

(a) Except as specifically described by this Agreement, the Developer has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or transfer in any other mode or form of or with respect to the Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same (except a lease to a residential occupant) (collectively a "Transfer"), to any person or entity, without the prior written approval of the City Council. The term "Transfer" does not include (i) encumbrances made or granted by way of security for, and only for, the purpose of obtaining construction, interim or permanent financing necessary to enable the Developer or any successor in interest to the Development Property or to construct the Minimum Improvements; (ii) any lease, license, easement or similar arrangement entered into in the ordinary course of business related to operation of the Minimum Improvements; (iii) acquisition of a controlling interest in Developer by another entity or merger of Developer with another entity; or (iv) any sale, conveyance, or transfer in any form to any Affiliate.

(b) If the Developer seeks to effect a Transfer requiring the approval of the City prior to issuance of the Certificate of Completion, the City shall be entitled to require as conditions to such Transfer that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer as to the portion of the Development Property to be transferred.

(ii) Any proposed transferee, by instrument in writing satisfactory to the City and in form recordable among the land records, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement as to the portion of the Development Property to be transferred and agreed to be subject to all the conditions and restrictions to which the Developer is subject as to such portion; provided, however, that the fact that any transferee of, or any other successor in interest whatsoever to, the Development Property, or any part thereof, shall not, for whatever reason, have assumed such obligations or so agreed, and shall not (unless and only to the extent otherwise specifically provided in this

Agreement or agreed to in writing by the City) deprive the City of any rights or remedies or controls with respect to the Development Property or any part thereof or the construction of the Minimum Improvements; it being the intent of the parties as expressed in this Agreement that (to the fullest extent permitted at law and in equity and excepting only in the manner and to the extent specifically provided otherwise in this Agreement) no transfer of, or change with respect to, ownership in the Development Property or any part thereof, or any interest therein, however consummated or occurring, and whether voluntary or involuntary, shall operate, legally or practically, to deprive or limit the City of or with respect to any rights or remedies or controls provided in or resulting from this Agreement with respect to the Minimum Improvements that the City would have had, had there been no such transfer or change. In the absence of specific written agreement by the City to the contrary, no such transfer or approval by the City thereof shall be deemed to relieve the Developer, or any other party bound in any way by this Agreement or otherwise with respect to the construction of the Minimum Improvements, from any of its obligations with respect thereto.

(iii) Any and all instruments and other legal documents involved in effecting the transfer of any interest in this Agreement or the Development Property governed by this Article VIII, shall be in a form reasonably satisfactory to the City.

(c) If the conditions described in paragraph (b) are satisfied then the Transfer will be approved and the Developer shall be released from its obligation under this Agreement, as to the portion of the Development Property that is transferred, assigned, or otherwise conveyed. The provisions of this paragraph (c) apply to all subsequent transferors, assuming compliance with the terms of this Article.

(d) Upon issuance of the Certificate of Completion, the Developer may transfer or assign the Minimum Improvements and/or the Developer's rights and obligations under this Agreement with respect to such property without the prior written consent of the City; provided that:

(i) until the Termination Date the transferee or assignee is bound by all the Developer's obligations hereunder with respect to the property and rights transferred. The Developer shall submit to the City written evidence of any such transfer or assignment, including the transferee or assignee's express assumption of the Developer's obligations under this Agreement. If the Developer fails to provide such evidence of transfer and assumption, the Developer shall remain bound by all obligations with respect to the subject property under this Agreement; and

(ii) upon compliance with clause (d)(i) above (whether the transfer occurred before or after issuance of the Certificate of Completion), the Developer shall be released from its obligations under this Agreement with respect to the property transferred.

The provisions of this paragraph (d) apply to all subsequent transferors, assuming compliance with the terms of this Article.

Section 8.3. Release and Indemnification Covenants.

(a) The Developer releases from and covenants and agrees that the City and the governing body members, officers, agents, servants and employees thereof shall not be liable for and agrees to indemnify and hold harmless the City and the governing body members, officers, agents, servants and employees thereof against any loss or damage to property or any injury to or death of any person occurring at or about or resulting from any defect in the Minimum Improvements.

(b) Except for any willful misrepresentation or any willful or wanton misconduct of the following named parties, the Developer agrees to protect and defend the City and the governing body members, officers, agents, servants and employees thereof, now or forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, maintenance and operation of the Minimum Improvements.

(c) The City and the governing body members, officers, agents, servants and employees thereof shall not be liable for any damage or injury to the persons or property of the Developer or its officers, agents, servants or employees or any other person who may be about the Development Property or Minimum Improvements.

(d) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent, servant or employee of the City in the individual capacity thereof.

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ARTICLE IX

Events of Default

Section 9.1. Events of Default Defined. The following shall be “Events of Default” under this Agreement and the term “Event of Default” shall mean, whenever it is used in this Agreement, any one or more of the following events, after the non-defaulting party provides 30 days written notice to the defaulting party of the event, but only if the event has not been cured within said 30 days or, if the event is by its nature incurable within 30 days, the defaulting party does not, within such 30-day period, provide assurances reasonably satisfactory to the party providing notice of default that the event will be cured and will be cured as soon as reasonably possible:

(a) Failure by the Developer or the City to observe or perform any covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement; or

(b) The Developer:

(i) files any petition in bankruptcy or for any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under the United States Bankruptcy Act or under any similar federal or State law;

(ii) makes an assignment for benefit of its creditors;

(iii) admits in writing its inability to pay its debts generally as they become due; or

(iv) is adjudicated a bankrupt or insolvent

Section 9.2. Remedies on Default. Whenever any Event of Default referred to in Section 9.1 of this Agreement occurs, the non-defaulting party may:

(a) Suspend its performance under the Agreement until it receives assurances that the defaulting party will cure its default and continue its performance under the Agreement.

(b) Cancel and rescind or terminate this Agreement.

(c) Upon a default by the Developer, the City may terminate the Note and decertify the TIF District.

(d) Take whatever action, including legal, equitable or administrative action, which may appear necessary or desirable to collect any payments due under this Agreement, or to enforce performance and observance of any obligation, agreement, or covenant under this Agreement.

Section 9.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City or Developer is intended to be exclusive of any other available remedy or remedies, but each

and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the City to exercise any remedy reserved to it, it shall not be necessary to give notice, other than such notice as may be required in this Article IX.

Section 9.4. No Additional Waiver Implied by One Waiver. In the event any agreement contained in this Agreement should be breached by either party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 9.5. Attorney Fees. Whenever any Event of Default on the part of the Developer occurs and if the City employs attorneys or incurs other expenses for the collection of payments due or to become due or for the enforcement of performance or observance of any obligation or agreement on the part of the Developer under this Agreement, the Developer shall, within ten (10) days of written demand by the City, pay to the City the reasonable fees of such attorneys and such other expenses so incurred by the City.

ARTICLE X

Additional Provisions

Section 10.1. Conflict of Interests; City Representatives Not Individually Liable. The City and the Developer, to the best of their respective knowledge, represent and agree that no member, official, or employee of the City shall have any personal interest, direct or indirect, in this Agreement, nor shall any such member, official, or employee participate in any decision relating to this Agreement which affects his personal interests or the interests of any corporation, partnership, or association in which he is, directly or indirectly, interested. No member, official, or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to the Developer or successor or on any obligations under the terms of this Agreement.

Section 10.2. Equal Employment Opportunity. The Developer, for itself and its successors and assigns, agrees that during the construction of the Minimum Improvements provided for in the Agreement it will comply with all applicable federal, State and local equal employment and non-discrimination laws and regulations.

Section 10.3. Restrictions on Use. The Developer agrees that, prior to the Termination Date, the Developer, and such successors and assigns, shall use the Development Property solely for the development of residential rental housing in accordance with the terms of this Agreement, and shall not discriminate upon the basis of race, color, creed, sex or national origin in the sale, lease, or rental or in the use or occupancy of the Development Property or any improvements erected or to be erected thereon, or any part thereof.

Section 10.4. Provisions Not Merged With Deed. None of the provisions of this Agreement are intended to or shall be merged by reason of any deed transferring any interest in the Development Property and any such deed shall not be deemed to affect or impair the provisions and covenants of this Agreement.

Section 10.5. Titles of Articles and Sections. Any titles of the several parts, Articles, and Sections of the Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions.

Section 10.6. Notices and Demands. Except as otherwise expressly provided in this Agreement, a notice, demand, or other communication under the Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally; and

(a) in the case of the Developer, is addressed to or delivered personally to the Developer at 400 Water Street, Suite 200, Excelsior, MN 55331, Attn: David Scott; and

(b) in the case of the City, is addressed to or delivered personally to the City at City Hall, 420 North Pokegama Avenue, Grand Rapids, Minnesota 55744, Attn: City Administrator;

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section.

Section 10.7. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 10.8. Recording. The City may record this Agreement and any amendments thereto with the Itasca County recorder. The Developer shall pay all costs for recording. g. The Developer's obligations under this Agreement are covenants running with the land for the term of this Agreement, enforceable by the City against the Developer, its successor and assigns, and every successor in interest to the Development Property, or any part thereof or any interest therein.

Section 10.9. Termination. This Agreement terminates on the Termination Date, except that termination of the Agreement does not terminate, limit or affect the rights of any party that arise before the Termination Date.

Section 10.10. Amendment. This Agreement may be amended only by written agreement approved by the City and Developer.

Section 10.11. Choice of Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City has caused this Contract for Private Development to be duly executed in its name and behalf and its seal to be hereunto duly affixed and the Developer has caused this Contract for Private Development to be duly executed in its name and behalf as of the date first above written.

CITY OF GRAND RAPIDS, MINNESOTA

By _____
Its Mayor

(SEAL)

By _____
Its City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this _____, 2019, by Dale Adams, the Mayor of the City of Grand Rapids, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this _____, 2019, by Tom Pagel, the City Administrator of the City of Grand Rapids, Minnesota, on behalf of the City.

Notary Public

Execution page of the Developer to the Contract for Private Development.

KTJ 338, LLC

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____, 2019, by
_____, the _____ of KTJ 338, LLC, on behalf of the
_____.

Notary Public

SCHEDULE A

Development Property

That part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$), Section Thirty (30), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, less the South 250 feet of the West 347 feet thereof, according to the United States Government Survey thereof, Itasca County, Minnesota, lying within the following described figure:

BEGINNING at the Northwest Corner of the said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, thence North 88 degrees 42 minutes 05 seconds East, along the north line of the said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, a distance of 695.68 feet; thence South 1 degree 17 minutes 55 seconds East a distance of 664.15 feet; thence South 59 degrees 09 minutes 58 seconds West a distance of 377.00 feet; thence South 57 degrees 10 minutes 33 seconds West a distance of 160.00 feet; thence South 35 degrees 59 minutes 01 second West a distance of 174.63 feet to the north line of the said South 250 feet of the West 347 feet; thence South 88 degrees 54 minutes 03 seconds West, along said north line, a distance of 160.59 feet to the west line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, thence North 00 degrees 34 minutes 33 seconds East, along said west line, a distance of 1072.62 feet to the Point of Beginning and there terminating.

To be replatted as Lot 1, Block 1, The Pillars, Grand Rapids, Itasca County, Minnesota.

1601 Golf Course Rd., Grand Rapids, Itasca County, Minnesota.

SCHEDULE B

Authorizing Resolution

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**RESOLUTION APPROVING CONTRACT FOR PRIVATE DEVELOPMENT AND
AWARDING THE SALE OF, AND PROVIDING THE FORM, TERMS, COVENANTS
AND DIRECTIONS FOR THE ISSUANCE OF ITS TAX INCREMENT REVENUE NOTE,
IN THE MAXIMUM AGGREGATE PRINCIPAL AMOUNT OF \$1,751,833**

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

Section 1. Authorization; Award of Sale.

1.01. Authorization. The City has heretofore approved the establishment of Tax Increment Financing District No. 1-12 (the “TIF District”) within Development District No. 1 (the “Project”), and has adopted a tax increment financing plan for the purpose of financing certain improvements within the Project.

Pursuant to Minnesota Statutes, Section 469.178, the City is authorized to issue and sell its bonds for the purpose of financing a portion of the public development costs of the Development District. Such bonds are payable from all or any portion of revenues derived from the TIF District and pledged to the payment of the bonds. The City hereby finds and determines that it is in the best interests of the City that it issue and sell its Tax Increment Revenue Note (the “Note”) in the maximum aggregate principal amount of \$1,751,833 for the purpose of financing certain public costs of the Project.

1.02. Agreement Approved; Issuance, Sale, and Terms of the Note.

(a) The City hereby approves the Contract for Private Development (the “Agreement”) between the City and KTJ 338, LLC, a Minnesota limited liability company (the “Owner”), and authorizes the Mayor and City Administrator to execute such Agreement in substantially the form on file with City, subject to modifications that do not alter the substance of the transaction and are approved by such officials, provided that execution of the Agreement by such officials is conclusive evidence of their approval. Pursuant to the Agreement, the Note shall be sold to the Owner. All capitalized terms in this resolution have the meaning provided in the Agreement unless the context requires otherwise. City staff and officials are authorized to take all actions necessary to perform the City’s obligations under the Agreement as a whole, including without limitation execution of any

documents to which the City is a party referenced in or attached to the Agreement, all as described in the Agreement.

(b) The Note shall be dated as of the date of delivery and shall bear interest at the rate of 4.75% per annum to the earlier of maturity or prepayment. The City shall receive in exchange for the sale of the Note the payment by the Owner of the Public Development Costs as defined in the Agreement. The Note will be issued in the principal amount of Public Development Costs submitted and approved in accordance with Section 3.4 of the Agreement. The Note is secured by Available Tax Increment, as further described in the form of the Note herein. The City hereby delegates to the City Administrator the determination of the date on which the Note is to be delivered, in accordance with the Agreement.

Section 2. Form of Note. The Note shall be in substantially the following form, with the blanks to be properly filled in and the principal amount adjusted as of the date of issue:

UNITED STATE OF AMERICA
STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF GRAND RAPIDS

No. R-1

\$ _____

TAX INCREMENT REVENUE NOTE
SERIES 20__

Rate

Date
of Original Issue

4.75%

_____, 20__

The City of Grand Rapids, Minnesota (the "City"), for value received, certifies that it is indebted and hereby promises to pay to KTJ 338, LLC, a Minnesota limited liability company, or registered assigns (the "Owner"), the principal sum of \$ _____ and to pay interest thereon at the rate of 4.75 percent per annum, but solely from the sources and to the extent set forth herein. Capitalized terms shall have the meanings provided in the Contract for Private Redevelopment between the City and the Owner, dated as of December __, 2019 (the "Agreement"), unless the context requires otherwise.

1. Payments. Principal and interest (the "Payments") shall be paid on August 1, 2022 and each February 1 and August 1 thereafter to and including February 1, 2030 (the "Payment Dates") in the amounts and from the sources set forth in Section 3 herein. Payments shall be applied first to accrued interest, and then to unpaid principal. Simple interest shall accrue from the date of issue through and including the first February 1 Payment Date.

Payments are payable by mail to the address of the Owner or such other address as the Owner may designate upon thirty (30) days' written notice to the City. Payments on this Note are payable in any coin or currency of the United States of America which, on the Payment Date, is legal tender for the payment of public and private debts.

2. Interest. Simple, non-compounding interest at the rate stated herein shall accrue on the unpaid principal, commencing as of the date of issue. Interest shall be computed on the basis of a year of 360 days consisting of twelve 30-day months, and shall be charged for actual days principal is unpaid.

3. Available Tax Increment. Payments on this Note are payable on each Payment Date in the amount of and solely payable from "Available Tax Increment," which shall mean (i) on each Payment Date through February 1, 2026, ninety percent (90%) of the Tax Increment attributable to the Minimum Improvements on the Development Property and paid to the City by Itasca County in the six months preceding the Payment Date, (ii) on each Payment Date from August 1, 2026 through February 1, 2028, eighty percent (80%) of the Tax Increment attributable to the Minimum Improvements on the Development Property and paid to the City by Itasca County in the six months preceding the Payment Date, and (iii) on each Payment Date from August 1, 2028 through February 1, 2030, sixty seven percent (67%) of the Tax Increment attributable to the Minimum Improvements on the Development Property and paid to the City by Itasca County in the six months preceding the Payment Date, all as such terms are defined in the Contract for Private Development between the City and Owner dated _____, 2019 (the "Agreement"). Available Tax Increment shall not include any Tax Increment if, as of any Payment Date, there is an uncured Event of Default under the Agreement.

The City shall have no obligation to pay principal of and interest on this Note on each Payment Date from any source other than Available Tax Increment, and the failure of the City to pay the entire amount of principal or interest on this Note on any Payment Date shall not constitute a default hereunder as long as the City pays principal and interest hereon to the extent of Available Tax Increment. The City shall have no obligation to pay any unpaid balance of principal or accrued interest that may remain after the final Payment on February 1, 2030.

4. Default. If on any Payment Date there has occurred and is continuing any Event of Default under the Agreement, the City may withhold from payments hereunder under all Available Tax Increment. If the Event of Default is thereafter cured in accordance with the Agreement, the Available Tax Increment withheld under this Section shall be deferred and paid, without interest thereon, on the next Payment Date after the Event of Default is cured. If the Event of Default is not cured in a timely manner, the City may terminate this Note by written notice to the Owner in accordance with the Agreement.

5. Optional Prepayment. The principal sum and all accrued interest payable under this Note is prepayable in whole or in part at any time by the City without premium or penalty. No partial prepayment shall affect the amount or timing of any other regular payment otherwise required to be made under this Note.

6. Lookback. In the event that the principal amount of this Note is reduced in accordance with the lookback provision of Section 3.5 of the Agreement, upon request of the Owner, the City will deliver to the Owner a statement of the outstanding principal balance of the Note. In addition, upon the written request of the City, the Owner shall deliver the Note to the City in exchange for a new Note in the adjusted principal amount.

7. Termination. At the City's option, this Note shall terminate and the City's obligation to make any payments under this Note shall be discharged upon the occurrence of an Event of Default on the part of the Developer as defined in Section 9.1 of the Agreement, but only if the Event of Default has not been cured following notice to the Developer and the applicable cure period in accordance with the Agreement.

8. Nature of Obligation. This Note is the sole note of an issue in the total principal amount of \$ _____ issued to aid in financing certain public development costs and administrative costs of a Project undertaken by the City pursuant to Minnesota Statutes, Sections 469.124 through 469.133, as amended, and is issued pursuant to an authorizing resolution (the "Resolution") duly adopted by the City on December 16, 2019, and pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Sections 469.174 to 469.1794, as amended. This Note is a limited obligation of the City which is payable solely from Available Tax Increment pledged to the payment hereof under the Resolution. This Note and the interest hereon shall not be deemed to constitute a general obligation of the State of Minnesota or any political subdivision thereof, including, without limitation, the City. Neither the State of Minnesota, the City, nor any political subdivision thereof shall be obligated to pay the principal of or interest on this Note or other costs incident hereto except out of Available Tax Increment, and neither the full faith and credit nor the taxing power of the City, State of Minnesota, or any political subdivision thereof is pledged to the payment of the principal of or interest on this Note or other costs incident hereto.

9. Registration and Transfer. This Note is issuable only as a fully registered note without coupons. As provided in the Resolution, and subject to certain limitations set forth therein, this Note is transferable upon the books of the City kept for that purpose at the principal office of the City Administrator, by the Owner hereof in person or by such Owner's attorney duly authorized in writing, upon surrender of this Note together with a written instrument of transfer satisfactory to the City and an investment letter executed by the transferee in a form satisfactory to the City both duly executed by the Owner. Upon such transfer or exchange and the payment by the Owner of any tax, fee, or governmental charge required to be paid by the City with respect to such transfer or exchange, there will be issued in the name of the transferee a new Note of the same aggregate principal amount, bearing interest at the same rate and maturing on the same dates.

Except as otherwise provided in Section 3.4(d) of the Agreement, this Note shall not be transferred to any person or entity, unless the City has provided written consent to such transfer.

10. Estimates of Available Tax Increment. Any estimates of Tax Increment prepared by the City or its financial advisors in connection with the Available Tax Increment and the Agreement are for the benefit of the City only, and are not intended as representations on which the Developer may rely.

IT IS HEREBY CERTIFIED AND RECITED that all acts, conditions, and things required by the Constitution and laws of the State of Minnesota to be done, to exist, to happen, and to be performed in order to make this Note a valid and binding limited obligation of the City according to its terms, have been done, do exist, have happened, and have been performed in due form, time and manner as so required.

IN WITNESS WHEREOF, the City Council of the City of Grand Rapids, Minnesota has caused this Note to be executed with the manual signatures of its Mayor and City Administrator, all as of the Date of Original Issue specified above.

CITY OF GRAND RAPIDS, MINNESOTA

City Administrator

Mayor

REGISTRATION PROVISIONS

The ownership of the unpaid balance of the within Note is registered in the bond register of the City Administrator, in the name of the person last listed below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of City Administrator</u>
_____	KTJ 338, LLC Federal Tax I.D. No.: _____	_____

Section 3. Terms, Execution and Delivery.

3.01. Denomination, Payment. The Note shall be issued as a single typewritten note numbered R-1.

The Note shall be issuable only in fully registered form. Principal of and interest on the Note shall be payable by check or draft issued by the Registrar described herein.

3.02. Dates; Interest Payment Dates. Principal of and interest on the Note shall be payable by mail to the owner of record thereof as of the close of business on the fifteenth day of the month preceding the Payment Date, whether or not such day is a business day.

3.03. Registration. The City hereby appoints the City Administrator to perform the functions of registrar, transfer agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto shall be as follows:

(a) Register. The Registrar shall keep at its office a bond register in which the Registrar shall provide for the registration of ownership of the Note and the registration of transfers and exchanges of the Note.

(b) Transfer of Note. Upon surrender for transfer of either of the Note duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form reasonably satisfactory to the Registrar, duly executed by the registered owner thereof or by an attorney duly authorized by the registered owner in writing, the Registrar shall authenticate and deliver, in the name of the designated transferee or transferees, a new Note of a like aggregate principal amount and maturity, as requested by the transferor. Notwithstanding the foregoing, the Note shall not be transferred to any person other than an Affiliate, or other related entity, of the Owner unless the City has been provided with an opinion of counsel or a certificate of the transferor, in a form satisfactory to the City, that such transfer is exempt from registration and prospectus delivery requirements of federal and applicable State securities laws. The Registrar may close the books for registration of any transfer after the fifteenth day of the month preceding each Payment Date and until such Payment Date.

(c) Cancellation. The Note surrendered upon any transfer shall be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(d) Improper or Unauthorized Transfer. When the Note is presented to the Registrar for transfer, the Registrar may refuse to transfer the same until it is satisfied that the endorsement on such Note or separate instrument of transfer is legally authorized. The Registrar shall incur no liability for its refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(e) Persons Deemed Owners. The City and the Registrar may treat the person in whose name the Note is at any time registered in the bond register as the absolute owner of the Note, whether the Note shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Note and for all other purposes, and all such payments so made to any such registered owner or upon the owner's order shall be valid and effectual to satisfy and discharge the liability of the City upon such Note to the extent of the sum or sums so paid.

(f) Taxes, Fees and Charges. For every transfer or exchange of the Note, the Registrar may impose a charge upon the owner thereof sufficient to reimburse the Registrar for any tax, fee, or other governmental charge required to be paid with respect to such transfer or exchange.

(g) Mutilated, Lost, Stolen or Destroyed Note. In case the Note shall become mutilated or be lost, stolen, or destroyed, the Registrar shall deliver a new Note of like amount, maturity dates and tenor in exchange and substitution for and upon cancellation of such mutilated Note or in lieu of and in substitution for such Note lost, stolen, or destroyed, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case the Note lost, stolen, or destroyed, upon filing with the Registrar of evidence satisfactory to it that such Note was lost, stolen, or destroyed, and of the ownership thereof, and upon furnishing to the Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it, in which both the City and the Registrar shall be named as obligees. The Note so surrendered to the Registrar shall be

cancelled by it and evidence of such cancellation shall be given to the City. If the mutilated, lost, stolen, or destroyed Note has already matured or been called for redemption in accordance with its terms, it shall not be necessary to issue a new Note prior to payment.

3.04. Preparation and Delivery. The Note shall be prepared under the direction of the City Administrator and shall be executed on behalf of the City by the signatures of its Mayor and City Administrator. In case any officer whose signature shall appear on the Note shall cease to be such officer before the delivery of the Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. When the Note has been so executed, it shall be delivered by the City Administrator to the Owner thereof in accordance with the Agreement.

Section 4. Security Provisions.

4.01. Pledge. The City hereby pledges to the payment of the principal of and interest on the Note all Available Tax Increment as defined in the Note. Available Tax Increment shall be applied to payment of the principal of and interest on the Note in accordance with the terms of the form of Note set forth in Section 2 of this resolution.

4.02. Bond Fund. Until the date the Note is no longer outstanding and no principal thereof or interest thereon (to the extent required to be paid pursuant to this resolution) remains unpaid, the City shall maintain a separate and special "Bond Fund" to be used for no purpose other than the payment of the principal of and interest on the Note. The City irrevocably agrees to appropriate to the Bond Fund on or before each Payment Date the Available Tax Increment in an amount equal to the Payment then due, or the actual Available Tax Increment, whichever is less. Any Available Tax Increment remaining in the Bond Fund shall be transferred to the City's account for TIF District No. 1-12 upon the payment of all principal and interest to be paid with respect to the Note.

Section 5. Certification of Proceedings.

5.01. Certification of Proceedings. The officers of the City are hereby authorized and directed to prepare and furnish to the Owner of the Note certified copies of all proceedings and records of the City, and such other affidavits, certificates, and information as may be required to show the facts relating to the legality and marketability of the Note as the same appear from the books and records under their custody and control or as otherwise known to them, and all such certified copies, certificates, and affidavits, including any heretofore furnished, shall be deemed representations of the City as to the facts recited therein.

Section 6. Effective Date. This resolution shall be effective upon full execution of the Agreement.

Adopted by the City Council of the City of Grand Rapids, Minnesota, this _____ day of _____, 2019.

Mayor

City Administrator

SCHEDULE C

Certificate of Completion

The undersigned hereby certifies that KTJ 338, LLC, a Minnesota limited liability company (the “Developer”), has fully complied with its obligations under Articles III and IV of that document titled “Contract for Private Development,” dated as of December __, 2019, between the City of Grand Rapids, Minnesota and the Developer (the “Agreement”), with respect to construction of the Minimum Improvements in accordance with Article IV of the Agreement, and that the Developer is released and forever discharged from its obligations with respect to construction of the Minimum Improvements under Articles III and IV of the Agreement.

Dated: _____, 20__.

CITY OF GRAND RAPIDS, MINNESOTA

By _____
City Representative

SCHEDULE D-1

PRO FORMA

SCHEDULE D-2

PUBLIC DEVELOPMENT COSTS

Construction of Affordable Housing
Landscaping, including irrigation
Grading/earthwork
Engineering
Survey
Environmental Testing
Soil Borings
Site Preparation
Onsite Utilities
Storm Water/Ponding
Outdoor Lighting
Onsite Road, Curb, Gutter, Driveway, Sidewalk and Streetscape Improvements
Parking

SCHEDULE D-3

TOTAL MINIMUM IMPROVEMENT COSTS

Building Construction	\$16,887,381
On-Site Work	870,813
Construction Contingency	<u>500,000</u>
Total Minimum Improvement Costs	\$18,258,194

SCHEDULE D-4

RATE OF RETURN CALCULATION

CASH ON CASH RETURN ILLUSTRATION

ANNUAL INCOME:

- + Gross Scheduled Income
 - o Gross Potential Rent
 - o Other Residential Income including parking, purchased services, guest room rental, second person charges, guest meals, and community fee
 - o TIF Revenue
- Residential Vacancy & Concessions
- Other Income Vacancy & Concessions

= EFFECTIVE GROSS INCOME

LESS ANNUAL EXPENSES:

- Operating Expenses
 - o Repairs & Maintenance
 - o Utilities
 - o General & Administrative
 - o Payroll & Benefits
 - o Insurance
 - o Care Related Costs
 - o Real Estate Taxes
 - o Management Fee
 - o Replacement Reserve Deposits

= NET OPERATING INCOME

LESS ANNUAL DEBT SERVICE:

- Debt Service
 - o 1st Mortgage (includes TIF Mortgage)
- Capital Improvements
- Uninsured Losses

= CASH FLOW

CASH ON CASH RETURN FORMULA

$$\text{CASH FLOW} / \text{DEVELOPER EQUITY} = \text{CASH-ON-CASH RETURN}$$

Developer Equity is the Developer's actual equity which excludes any grants or City, Authority, Federal or State funds received by the Developer.

The Cash on Cash Return shall be projected for each year of the term of the Note in the manner and using the assumptions for revenue and expense inflation provided in the Pro Forma in Schedule D-1.

SCHEDULE E

Form of Renter's Income Verification Form

PROPERTY INFORMATION

Postal Address of Property _____

Unit Number _____

TENANT INFORMATION

Name of Tenant _____

Phone # _____

Number of family/household members: _____

Annual Household Income* \$ _____

**Annual Household Income must be supported by documentation (i.e. copy of most current 1040's, etc.). Failure to provide verification will constitute a "non-qualifying tenant".*

INCOME LIMIT INFORMATION

20 <u>Income Limits</u>	
<u>Family Size</u>	<u>Income</u>
1	
2	
3	
4	
5	
6	
7	
8	

Does the Tenant meet these limits and has appropriate documentation been submitted?

_____ YES _____ NO

Pursuant to the Contract for Private Development between the City of Grand Rapids and **KTJ 338, LLC** dated as of December __, 2019, at least 24 of the 98 rental units comprising the Minimum Improvements must be reserved for tenants whose income is 50% or less of the area's median gross income.

Signature of Tenant(s) _____ Date _____

_____ Date _____

Reviewed and approved on behalf of KTJ 338, LLC.

By _____ Date _____

SCHEDULE F

FORM OF PETITION AND WAIVER

PETITION AND WAIVER AGREEMENT

This Petition and Waiver Agreement (the “Agreement”) made this ___ day of _____, 2019, is by and between the City of Grand Rapids, a Minnesota municipal corporation (“City”), and KTJ 338, LLC (“Owner”).

WITNESSETH:

WHEREAS, the Owner holds or will hold a fee simple interest in certain real property (the “Subject Property”) located in the City the legal description of which is set forth on SCHEDULE A, attached hereto and hereby made a part hereof; and

WHEREAS, the City and the Owner, entered into a Contract for Private Development, dated as of December __, 2020 (the “Development Agreement”);

WHEREAS, the Owner desires to have certain public improvements constructed to serve the Subject Property as described in SCHEDULE B, attached hereto and hereby made a part hereof (hereinafter referred to as the “Improvement Project”); and

WHEREAS, the Owner acknowledges and agrees that the Improvement Project directly benefits the Subject Property and Owner wishes for the City to construct the Improvement Project without notice of hearing or hearing on the Improvement Project, and without notice of hearing or hearing on the special assessments levied to finance the Improvement Project, and to levy an amount not to exceed \$112,633.00 of the cost of the Improvement Project against the Subject Property; and

WHEREAS, the City is willing to construct the Improvement Project in accordance with the request of the Owner and without such notices or hearings, provided the assurances and covenants hereinafter stated are made by the Owner to ensure that the City will have valid and collectable special assessments as they relate to the Subject Property to finance the costs of the Improvement Project; and

WHEREAS, were it not for the assurances and covenants hereinafter provided, the City would not construct the Improvement Project without such notices and hearings and is doing so solely at the behest, and for the benefit of, the Owner.

NOW, THEREFORE, ON THE BASIS OF THE MUTUAL COVENANTS AND AGREEMENTS HEREINAFTER PROVIDED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Owner hereby petitions the City for construction of the Improvement Project.

2. The Owner represents and warrants that it is or will be the sole owner of the Subject Property, that it has full legal power and authority to encumber the Subject Property as herein provided, and that it has or will have fee simple absolute title in the Subject Property.
3. The Owner requests that \$112,633 of the cost of the Improvement Project be assessed against the Subject Property.
4. The Owner waives notice of hearing and hearing pursuant to Minn. Stat. Section 429.031, on the Improvement Project and notice of hearing and hearing on the special assessments levied to finance the Improvement Project pursuant to Minn. Stat. Section 429.061, and specifically requests that the Improvement Project be constructed and special assessments levied against the Subject Property without hearings.
5. The Owner waives the right to appeal the levy of the special assessments in accordance with this Agreement pursuant to Minn. Stat. Section 429.081, and further specifically agrees with respect to such special assessments against the Subject Property or reapportionment that:
 - a. Any requirements of Minn. Stat., Chapter 429 with which the City does not comply are hereby waived by the Owner;
 - b. The increase in fair market value of the Subject Property resulting from construction of the Improvement Project will be at least equal to the amount specified in paragraph 3, and that such increase in fair market value is a special benefit to the Subject Property; and
 - c. Assessment of the amount specified in paragraph 3 against the Subject Property is reasonable, fair and equitable.
6. Owner understands and agrees that the City will allow the payment of such special assessments by Owner in installments over a period of 8 years, bearing interest at a rate equal to 4.75% issued by the City for the Improvement Project. However, the decision regarding the interest rate to be applied is the absolute and sole discretion of the City Council, subject only to limitations imposed by law.
7. Owner represents and warrants that the Subject Property is not so classified for tax purposes as to result in deferral of the obligation to pay special assessments; and Owner agrees that it will take no action to secure such tax status for the Subject Property during the term of this Agreement.
8. The covenants, waivers and agreements contained in this Agreement shall bind the successors and assigns of the Owner and shall run with the Subject Property and bind all successors in interest thereof. It is the intent of the parties hereto that this Agreement be in a form which is recordable among the land records of Itasca County, Minnesota. In the event the Owner conveys all or a portion of the Subject Property, the parties agree to file a copy of this agreement or amendment hereto in the land records of Itasca County Minnesota prior to such conveyance, along with any apportionment between the subsequent owners of the

Subject Property or any portion thereof; and they agree to make any changes in this Agreement that may be necessary to effect the recording and filing of this Agreement against the title of the Subject Property.

9. If not terminated in accordance with paragraph 9, this Agreement shall terminate upon the final payment of all special assessments levied against the Subject Property regarding the Improvement Project, and the City shall thereupon execute and deliver such documents, in recordable form, as are necessary to extinguish its rights hereunder.
10. The Owner hereby agrees to protect, defend and hold the City and its officers, elected and appointed officials, employees, administrators, commissioners, agents, and representatives harmless from and indemnified against any and all loss, costs, fines, charges, damage and expenses, including, without limitation, reasonable attorneys' fees, consultants' and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever (including those based on strict liability) arising out of (i) this waiver and Agreement, (ii) the Subject Property, including, without limitation, any claims for any lien imposed by law for services, labor or materials furnished to or for the benefit of the Subject Property, or (iii) any claim by the State of Minnesota or the Minnesota Pollution Control Agency or any other agency or person pertaining to the violation of any permits, orders, decrees or demands made by said persons or with regard to the presence of any pollutant, contaminant or hazardous waste on the Subject Property, or (iv) by reason of the execution of this Agreement or the performance of this Agreement. The Owner, and the Owner's successors or assigns, agree to protect, defend and save the City, and its officers, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative or professional assistance. This indemnity shall be continuing and shall survive the performance or cancellation of this Agreement. Nothing in this Agreement shall be construed as a limitation of or waiver by the City of any immunities, defenses, or other limitations on liability to which the City is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapter 466, or otherwise.
11. In consideration for this Agreement, the Owner, for the Owner, Owner's attorneys, agents, employees, former employees, insurers, heirs, administrators, representatives, successors, and assigns, hereby release and forever discharge the City, and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, and costs and expenses, including but not limited to all claims of any kind arising out of the negotiation, City consideration, execution and performance of this Agreement between the parties.

IN WITNESS WHEREOF, the parties have set their hands to this Petition and Waiver Agreement as of the day and year first written above.

CITY OF GRAND RAPIDS, MINNESOTA

By _____
Its Mayor

(SEAL)

By _____
Its City Administrator

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this _____, 2019, by Dale Adams, the Mayor of the City of Grand Rapids, Minnesota, on behalf of the City.

Notary Public

STATE OF MINNESOTA)
) SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this _____, 2019, by Tom Pagel, the City Administrator of the City of Grand Rapids, Minnesota, on behalf of the City.

Notary Public

This document was drafted by:

KENNEDY & GRAVEN, Chartered (GAF)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, Minnesota 55402
(612) 337-9300

KTJ 338, LLC

By _____
Its _____

STATE OF MINNESOTA)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2019,
by _____, the _____ of KTJ 338, LLC, _____, on behalf of
the Developer.

Notary Public

Schedule A to Petition and Waiver

Legal Description of Subject Property

That part of the Northeast Quarter of the Northeast Quarter (NE $\frac{1}{4}$ of NE $\frac{1}{4}$), Section Thirty (30), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, less the South 250 feet of the West 347 feet thereof, according to the United States Government Survey thereof, Itasca County, Minnesota, lying within the following described figure:

BEGINNING at the Northwest Corner of the said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, thence North 88 degrees 42 minutes 05 seconds East, along the north line of the said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, a distance of 695.68 feet; thence South 1 degree 17 minutes 55 seconds East a distance of 664.15 feet; thence South 59 degrees 09 minutes 58 seconds West a distance of 377.00 feet; thence South 57 degrees 10 minutes 33 seconds West a distance of 160.00 feet; thence South 35 degrees 59 minutes 01 second West a distance of 174.63 feet to the north line of the said South 250 feet of the West 347 feet; thence South 88 degrees 54 minutes 03 seconds West, along said north line, a distance of 160.59 feet to the west line of said NE $\frac{1}{4}$ of the NE $\frac{1}{4}$, thence North 00 degrees 34 minutes 33 seconds East, along said west line, a distance of 1072.62 feet to the Point of Beginning and there terminating.

To be replatted as Lot 1, Block 1, The Pillars, Grand Rapids, Itasca County, Minnesota.

Schedule B to Petition and Waiver

Description of the Project

Extension to the Subject Property of sanitary sewer, water, storm sewer and street completed under City Project 2019-1



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0806 **Version:** 1 **Name:**

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

File created: 12/12/2019 **In control:** City Council

On agenda: 12/16/2019 **Final action:**

Title: Consider adopting a resolution approving a First Amendment to a Preliminary Development Agreement between the City of Grand Rapids, the Grand Rapids Economic Development Authority and Unique Opportunities, LLC.

Sponsors:

Indexes:

Code sections:

Attachments: [DOCSOPEN-#627659-v1-](#)
[DOCSOPEN-#627650-v2-Grand Rapids Unique Opportunities 1ST AMENDMENT TO CPD](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution approving a First Amendment to a Preliminary Development Agreement between the City of Grand Rapids, the Grand Rapids Economic Development Authority and Unique Opportunities, LLC.

Background Information:

In response to a letter of intent received from Unique Opportunities LLC (Developer), indicating interest in purchasing and developing 48 units of housing on a City-owned parcel located along 21st St. SE, the City entered into a Preliminary Development Agreement with GREDA and Unique Opportunities, LLC.

The Preliminary Development Agreement is a three party agreement between the City, the Grand Rapids EDA and the Developer. Similar to other agreements, the EDA would assume title to the property from the City, which will allow the EDA to place a right of reversion clause in the Purchase and Development Agreement with the Developer. The Preliminary Development Agreement designated Unique as the sole developer of the property for a period of no more than 120 days.

Although the Developer has reason to believe that, the soils on the site are not favorable for underground parking they are still interested in moving forward with an application for TIF that would require that 20% of the units are dedicated to individuals or families at or below 50% of AMI.

In order to allow for the review and consideration of an anticipated application for TIF business assistance, we are recommending an extension of the Preliminary Development Agreement term to April 30, 2020.

Requested City Council Action

Make a motion adopting a resolution approving a First Amendment to a Preliminary Development Agreement between the City of Grand Rapids, the Grand Rapids Economic Development Authority and Unique Opportunities, LLC.

CITY OF GRAND RAPIDS, MINNESOTA

RESOLUTION NO. _____

**APPROVING A FIRST AMENDMENT TO A PRELIMINARY DEVELOPMENT
AGREEMENT BETWEEN THE CITY OF GRAND RAPIDS, MINNESOTA
THE GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY,
AND UNIQUE OPPORTUNITIES LLC**

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

1. Background.

1.01. The City, the Grand Rapids Economic Development Authority, a public body corporate and politic under the laws of the State of Minnesota (the “Authority”), and Unique Opportunities LLC, a Minnesota limited liability company (the “Developer”), entered into a Preliminary Development Agreement in August 2019 (the “Original Agreement”), entered into a Preliminary Development Agreement, in August 2019 (the “Original Agreement”), providing for the negotiation and execution of a mutually satisfactory purchase and development agreement (the “Contract”) to address (among other things) the sale of certain property within the City (the “Property”) by the Authority to the Developer and the construction by the Developer of an approximately 48-unit apartment complex with underground parking, workout room, community room and shared balcony on the Property.

1.02. The Authority, the City, and the Developer propose to amend certain terms of the Original Agreement to provide the parties with more time to negotiate the Contract.

1.03. There has been presented before the Council a First Amendment to Preliminary Development Agreement (the “Amendment”) proposed to be entered into between the City, the Authority, and the Developer, which sets forth modifications to the Original Agreement.

1.04. The Council has reviewed the Amendment and has determined that it is in the best interests of the City to approve and execute the Amendment.

2. Approval of Amendment.

2.01. The City approves the Amendment and authorizes and directs the Mayor and City Administrator to execute the same in substantially the form on file, subject to modifications that do not alter the substance of the transaction and are approved by the Mayor and City Administrator, provided that execution of the Amendment by such officials will be conclusive evidence of their approval.

2.02. City officials and consultants are authorized to take any other actions necessary to carry out the City’s obligations under the Amendment and the Original Agreement to bring the Contract before the City Council.

Approved this 16th day of December, 2019, by the City Council of the City of Grand Rapids, Minnesota.

Mayor

ATTEST:

City Clerk

FIRST AMENDMENT TO PRELIMINARY DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT TO PRELIMINARY DEVELOPMENT AGREEMENT (the “Amendment”) dated as of December __, 2019, is by and between the CITY OF GRAND RAPIDS, MINNESOTA, a Minnesota municipal corporation (the “City”), the GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY, a public body corporate and politic under the laws of the State of Minnesota (the “Authority”), and UNIQUE OPPORTUNITIES LLC, a Minnesota limited liability company (the “Developer”), and amends the Preliminary Development Agreement, dated August __, 2019 (the “Original Agreement,” and together with this Amendment, the “Agreement”), between the City, the Authority, and the Developer.

RECITALS

A. The City, the Authority, and the Developer entered into the Original Agreement to provide for the negotiation and execution of a mutually satisfactory purchase and development agreement (the “Contract”) that will address (among other things) the sale of certain property within the City (the “Property”) by the Authority to the Developer and the construction by the Developer of an approximately 48-unit apartment complex with underground parking, workout room, community room and shared balcony on the Property (the “Development”).

B. The City, Authority, and Developer determined it to be in the best interests of all parties to amend certain terms of the Original Agreement to provide the parties with more time to negotiate the Contract.

C. The City, Authority, and Developer agreed to modify certain terms and conditions of the Original Agreement as set forth below.

NOW, THEREFORE, in consideration of the premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

1. Amendment to Section 8 of the Original Agreement. Section 8 of the Original Agreement is amended to read as follows (deleted language is stricken and new language is underlined):

Section 8. Term of Agreement. This Agreement is effective ~~for one hundred and twenty (120) days from the date hereof~~ until April 30, 2020. After such date, neither party shall have any obligation hereunder except as expressly set forth to the contrary herein.

This Agreement may also be terminated upon ten (10) days written notice by the City or Authority to the Developer if:

- (a) an essential precondition to the execution of a definitive Contract cannot be met; or
- (b) if, in the sole discretion of the City and the Authority, an impasse has been

reached in the negotiation or implementation of any material term or condition of this Agreement or the Contract;

- (c) or the Developer has failed to provide additional funds to pay for Administrative Costs in accordance with Section 6 hereof.

2. Confirmation of Original Agreement. Except as amended by this Amendment, the Original Agreement shall remain in full force and effect.

3. Effective Date. The amendments made to the Original Agreement, as set forth in this Amendment, shall be effective as of the date and year first written above.

4. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

(The remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the City, the Authority, and the Developer have caused this Amendment to be duly executed by their duly authorized representatives.

UNIQUE OPPORTUNITIES LLC

By _____
Its: _____

CITY OF GRAND RAPIDS, MINNESOTA

By _____
Its Mayor

By _____
Its City Administrator

GRAND RAPIDS ECONOMIC
DEVELOPMENT AUTHORITY

By _____
Its President

By _____
Its Executive Director



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0779 **Version:** 1 **Name:** Art Placement Plan
Type: Agenda Item **Status:** Administration Department
File created: 12/6/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider adoption of the Art Placement Plan.
Sponsors:
Indexes:
Code sections:
Attachments: [GRImplementationPlan_112519_reduced](#)

Date	Ver.	Action By	Action	Result
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Consider adoption of the Art Placement Plan.

Background Information:

The Arts & Culture Commission has been working with Forecast Public Art to develop an Art Placement Plan for public art within the City of Grand Rapids. The final plan was approved by the Arts & Culture Commission on December 3, 2019. The plan is attached.

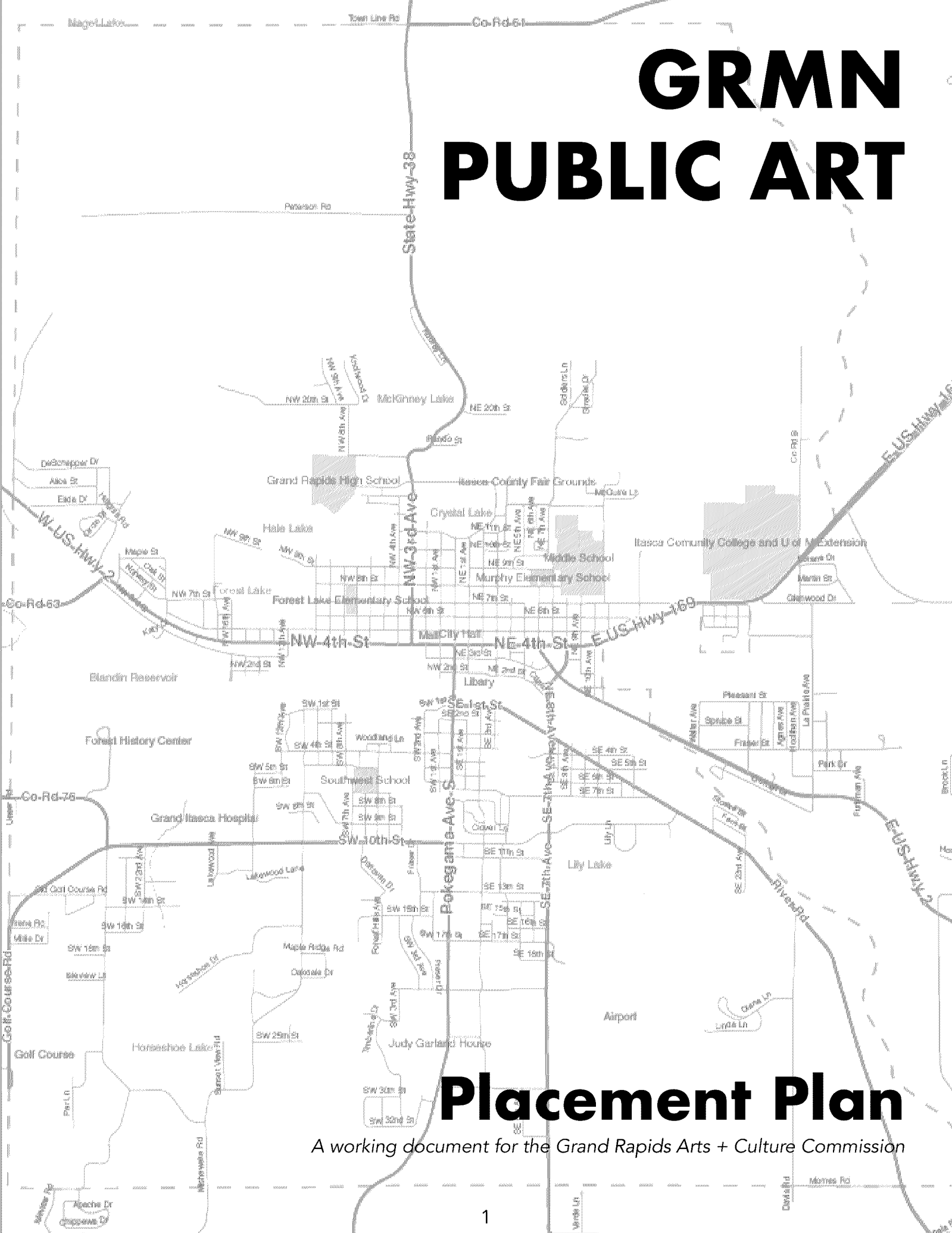
Staff Recommendation:

The Commission recommends adoption.

Requested City Council Action

Make a motion to adopt the Art Placement Plan as recommended by the Arts & Culture Commission.

GRMN PUBLIC ART



Placement Plan

A working document for the Grand Rapids Arts + Culture Commission



ACKNOWLEDGEMENTS

ARTS + CULTURE COMMISSIONERS

Kayla Aubid
Kathy Dodge
Anne-Marie Erickson
David Marty
Sonja Merrild, Chair
Myrna Peterson
Jessie Siiter
Harry Smith
Ed Zabinski

CITY STAFF

Tom Pagel - City Administrator
Kim Gibeau - City Clerk

DESIGN TEAM

Jen Krava

FORECAST

PUBLIC ART PHILOSOPHY

Public art can take many forms, and is an essential component in the investigation of our shared public spaces. Public art allows us all to contemplate our built environment, the land we are on, our relationships with one another, and our shared resources. Artists must be at the table from the very beginning in order to positively impact our collective existence.

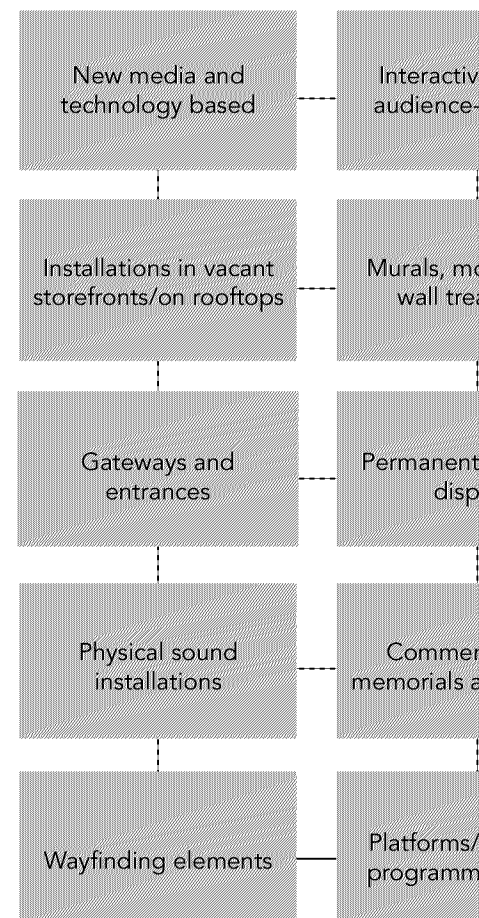
Public art is something most of us see or experience every day. Sometimes we may walk on it or walk (or drive) past it unaware. It can be part of the buildings we inhabit, work in, or visit. It might be sound, light, physical objects, the very design of a public space, or a combination of these elements.

Too often public art is an after-thought or simply an adornment added to the planning and design of public spaces, infrastructure, and in other elements of city plans. What many have learned is that public art – and roles for artists in city planning – can be so much more. Working in concert and across every stage of the work of city planning, planners and artists have shown that new-found synergies can produce far deeper and more impactful results.

The field is always evolving as artists test out ideas in the public sphere. Artists, planners, community developers, place-based designers, and others work together to shape and transform public spaces by creating experiences for the public that are meaningful and impactful. Because art is not always static or fixed in place, and is sometimes live or interactive, it can do more than change the character of a physical space. It can instigate and/or enrich social dynamics. Art is integral to public and private improvements, social and environmental health strategies, as well as economic development and community-building efforts. Many times when people hear the words “public art”, they think of permanent, object based artworks placed in public plazas, parks, or near buildings in urbanized areas. Those works of art are definitely part of the larger public art field, and as you see here, there are even more possibilities for public art.

Increasingly it is planned, designed, sited, and managed by multiple interests and partners. These include parks and recreation departments, public works, environmental and economic development agencies, schools, youth programs, neighborhood organizations, public health departments, transit agencies, real estate developers, nonprofit interest groups, and many others.

TYPES OF PUBLIC ART



Public art projects around the world and throughout history have demonstrated that public art can:

- Humanize public spaces
- Activate civic dialogues and participation
- Give identity and character to communities
- Attract attention and generate economic activity
- Connect artists with communities and issues
- Develop public appreciation of the arts
- Add value to public improvements and private development

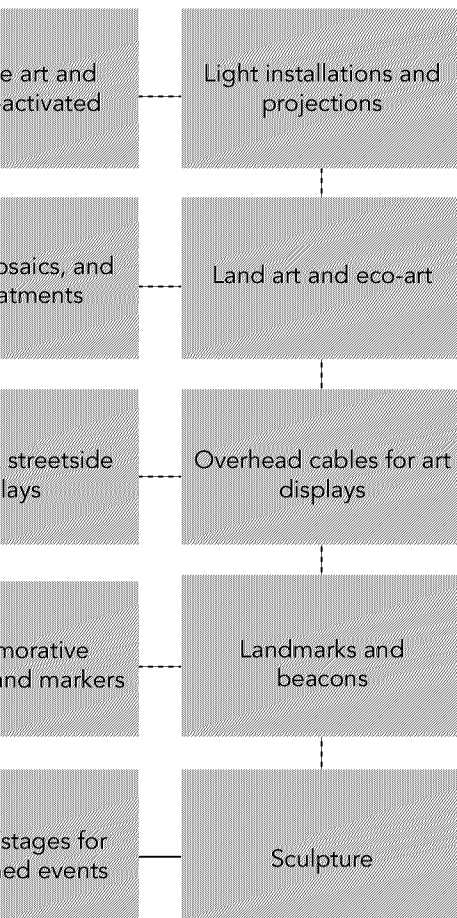
Public art can attract attention, tourism, and generate economic activity. Art and creativity can be key drivers to the economic turn-around of communities. Good development strategies utilizing public art involve the people who already live there, and pay attention to their specific needs and challenges, so they can continue living there. Public art can create new career opportunities for public artists. It helps attract and retain professionals, students, fabricators, makers, supply stores, and many other creatives involved in the art making process.

Public art can connect communities and issues. Artists working with communities can activate civic dialogue and participation, and work toward social cohesion. Public art can give identity and character to communities and neighborhoods. It can act as gateways, wayfinders, and project the values of the community in which it is situated. Public art can also humanize urban environments. It can be as simple as dance steps in the pavement, which take us out of our daily routine and ask us to dance along to the music streaming from our phones. It can soften hard edges, change public infrastructure and concrete landscapes that have become ubiquitous in the places where we live, work and play. It can make us do a double take at the environment around us and the power we have in the decisions being made about what is placed within the public realm, and it can also help us understand the affect those environments have on us physically, mentally, and socially.

Public art can reach audiences who aren't interested in going to a museum or a gallery. It can help to create an awareness of arts and culture activities and works, their value to communities, neighborhoods, and cities, and that ultimately leads to further understanding, appreciation, and ambassadorship.

The power of public art for communities can't be denied. It's an energy, a philosophy, and a practice that produces iconic cultural symbols, tells our stories, honors people and events, surfaces truths and amplifies the voices that often go unheard. Public art can be about healing, resilience, social cohesion, building community, fostering equity, data visualization, and much more.

ART



SITE DESIGN CONSIDERATION

In the advent of land art in the 1970's and large scale public art installations, site specificity has long been defined as works of art or projects that take into account, interface with, or are otherwise informed by the surrounding environment. Like the definition of public art, "site" can also be defined in a much broader sense. One way to think about it is: where and how will the artwork be situated? This includes the physical location and limitations of a site, historical meaning, and cultural context to name a few. Where is the site within a city? Where is the artwork sited within a park? Where does the artwork sit in the history of the people who have inhabited or currently inhabit the site in which it's located? It's much more than just the geographical or physical location [but that's still an important part].

Here we will focus on the physical site considerations, from analysis of an empty site, to considerations when designing and installing a work of art. Site analysis is a research activity that looks at the existing conditions of a project site, along with any imminent or potential future conditions. Artists do locational analysis as part of their projects. It is also a good practice for the Arts + Culture Commission to understand the opportunities in the community, and what locations are conducive to permanent public art installations.

Some projects will require very specific site conditions. Having a running list or booklet of locations throughout the city that could be possible opportunities for public art projects as well as the conditions, challenges, and information about the context around the site will help you make decisions on where to locate future artworks. [See page 58 for example of a worksheet to help you capture site information].

Site analysis will help to document several things: site location, size, topography, zoning, traffic conditions, climate, and amenities available. It is also important to consider future developments, possible changes to the surrounding environment or developments, changing cultural patterns, or other significant developments happening in the area. While the conditions on the site itself are important, understanding the context of a site is key to fully understanding what type of artwork would best be woven into the fabric of the existing site.

Here are some broad categories of information that should be collected during site analysis:

- Location – where the site is physically situated within the city.
Address, cross streets, neighborhood
- Immediate context – what is immediately surrounding the site?

What types of infrastructure are nearby?

- Boundaries – where does the site start and stop, what is considered in the site, what is considered outside of the site?
- Cultural considerations – How is the site being used now? How has it been used in the past?
- Zoning – how is the site zoned? Are there easements, special access considerations, or height restrictions?
- Ownership – who owns the site now? Is there a different party using or managing the site? Are there plans for the site to change in the near future?
- Circulation patterns – how are pedestrians, vehicles, bikers moving into, through, and out of the site? Are they even allowed to? When are the busiest times of movement, when are the quietest? Are there any development projects that will change these patterns in the near future?
- Natural features – is there water, landform, rocks, or vegetation? What kind, where, and how much? Where is water draining? Is it working?
- Public Works – is there access to electricity, water? Are there gas, sewer, telephone, or fiberoptic lines underground or overhead?
- Man-made Elements – this could include seating elements, landscape elements, structures, ground plane, and other materials that have been specifically designed and installed in this site.
- Sensory Conditions – what can be seen, heard, and felt while in the site? Are these different throughout the day? When are they heightened, and when are they barely distinguishable?
- Climate – this includes larger weather patterns, such as rainfall, snowfall, wind directions, temperatures, and sun paths and should be considered in each season.

Visiting + Documenting Sites

When visiting a site, there are several things that should be brought with you:

- Camera/smart phone for taking pictures. Take more pictures than you think you need. The smart phone can also be used to look up plants, maps, or other bits of information while you are on the site.
- Notebook – to make any drawings or diagrams that might be helpful while on the site.
- Pencil/pen
- Tape measure
- Site Analysis Worksheet [see page 58]

Follow the prompts on the worksheet, and add in any additional notes about observations you have of the site that are not on the worksheet.

PUBLIC ART PROCESS + BEST P

While there are no universally agreed upon standards in the field of public art at this time—you don't need a license to practice, and there is no "rulebook" to follow—this section of the plan is meant to share some of the basic steps involved in a typical public art project and highlight best practices. The vast majority of public art is visual art, therefore this plan focuses on the process of commissioning visual art projects, however most of the best practices and process information can be applied to performances, and non-visual art forms. From the early stages of developing a project concept to fabrication and installation of the artwork, the effort involved in bringing a public art project to life can be complex and require more time and money than may be imagined at the outset.

The following list of topics and tasks—described in more detail below—takes into account both traditional and nontraditional forms of public art, including outdoor sculptures, performance events, temporary installations, and projects engaging community members.

- **Idea Development:** Whether commissioned or independently developed, most public art projects start with an idea hatched in the imagination of an artist, or an artist working in cooperation with others.
- **Location Analysis:** Every location—whether assigned by a commissioning agency or selected by the artist—plays a significant role in the development of a public art project. Knowing how to look at a site, or plans for a site, can be very helpful.
- **Permissions and Permits:** For artists, knowing where and how to gain permission for a project is critical. For cities, developing welcoming guidelines can be key to attracting talent.
- **Financing and Funding:** There are many ways that public art projects are funded. Learning how to find support—and make the most of the funding you have—is a skill worth practicing.
- **Artist Selection & Commission Process:** Selecting the best artist for a public art opportunity requires thoughtful planning and facilitation, as well as familiarity working with artists and professional project management.
- **Community Engagement:** Engaging community members in one or more aspects of public art projects has become increasingly valuable for both artists and public art project managers. There isn't one right way to do this, but there are plenty of lessons learned; it helps to examine case studies.
- **Fabrication and Installation:** While some artists still produce all aspects of their work themselves, most hire outside fabricators or vendors with specialized skills or equipment. Likewise,

PRACTICES

- installation of a major artwork can be complex and costly.
- Conservation and Restoration: It is wise to plan ahead for the preservation of projects as well as plan for the rejuvenation of neglected works in your public art collection.

Idea Development

A public art project can be born out of community need, artist inspiration, civic engagement, neighborhood beautification, or be required as part of a municipal ordinance (requiring a Call For Artists). It can also be forged out of public will and fiscal policies. While there is no one way to birth an idea, there is one combination of elements that is integral to all public art projects: the intersection of art, space, and the public.

Exercises for Idea Generation

- Brainstorming with artists. Once you have some basic parameters or goals in mind, think about images and concepts that align. Doodles on napkins, a descriptive phrase, word association games, and open-minded dialogue can trigger lots of possible directions.
- The site can often be the key inspiration for an artist. The content of meaningful public art today is often informed by the context. It helps to research the historical and cultural significance of the site, talk with local communities about the local “flavor,” consider who makes up the audience for the site. What do you know about them? What kind of impact do you want to have on the audience?
- Check out a few books, scan through a back issue of Public Art Review magazine, or perform a Google search for “public art,” “street art,” “outdoor art,” or “community art,” etc. What projects interest you? Why? The answers will help you begin to narrow down from many options to a smaller facet of public art that you might wish to pursue.
- Read through a few Calls For Artists (Requests for Qualifications) and see what commissioning agencies are looking for, along with their criteria for selection. This can trigger ideas that combine your interest with their goals.
- What issues in the community are of importance to you? What local or global concerns are you most passionate about? Do some research, talk to someone working in that field, think about places and people most associated with the issue (if there are any), and go exploring. What do you want to say to people or make them think or feel? The answers should give you clues to ideas that relate.
- Keep in mind that you don’t have to know how to make everything your mind can imagine. Like architects, public artists are free to imagine and design, and then get help from others to realize their ideas.

Location Analysis

The site you select—or the site identified by a commissioning

agency—is critical to the development of most public art projects. Consideration of the site’s context helps inform the idea, design, and goal of a public art project, and distinguishes a customized project from simply placing art in public. To avoid the downsides of “plop art,” an artist or commissioning agency should take time to research the site and communicate with audiences that use the site. A public artwork can have greater impact if its design takes into account the site, its history, the traffic, the surrounding environment, and the characteristics of its setting. [See pages 4-5 for more detailed information on how to conduct site analysis.]

Permissions and Permits

Permission and permits can often be the most frustrating and time consuming aspect of a public project. Sometimes the process can go smoothly, but it’s good to be prepared for the long haul. There are many factors to consider.

- Is the site publicly owned or privately owned?
- Does the site have any special considerations, such as historical status or weak infrastructure?
- Is the project temporary or permanent?
- Who will maintain ownership and maintenance responsibility?
- What are the legal concerns or city permitting procedures?

The discussion should always start with the site owner followed up by a call to City officials to understand permit and regulation issues. Once permission is secured, a letter of agreement should be created and signed with the site owner or whoever is assuming responsibility for maintenance and ownership of the final project. If the project is to be sited on City property, it may be necessary to present to the City Council or agency responsible for the site. It’s important to remember that public art often involves partnerships, compromise and communication. If you demonstrate good will and do your homework, chances are people will work with you, not against you. If you run up against a roadblock, it’s useful to pause and examine the root cause of the problem. It helps to be open to criticism, demonstrate respect for key stakeholders, and be open and flexible to adapting to meet needs and concerns expressed by others. This does not mean that you have to water down your ideas or do whatever other people tell you. Public art is a negotiated art.

Financing and Funding

Public art can be financed in a myriad of ways. Many cities adopt a percent-for-art program to fund projects. Private foundations can be a source for grants to artists or arts organizations. Corporations and businesses hire or sponsor artists to design and build new works for their public spaces, and community organizations can sponsor projects or help raise funds to support a project of benefit to the community. The City of Stevens Point, Wisconsin has a room tax fee that funds, among other initiatives, arts activities in the city; and Portland, Oregon used a “golf tax”

that supports public art (\$1 per golf bag rented).

Artists can fund their own projects through fundraising efforts or out of their own pockets. The famous artist team of Christo and Jean-Claude funded their Gates Project for Central Park by selling preliminary renderings to museums and collectors worldwide. Many community-based projects offer opportunities to secure a mix of funding sources, as well as “in-kind” contributions of goods and services. To be effective at fundraising, it’s important to match the project with the appropriate types of support.

Developing your budget is a critical phase of your project if you hope to secure funding from public or private sources. A simple “one pager” can be helpful for fundraising. It is wise to include compensation for the artist as well as any design phase required to develop the project. It is also a good idea to have two version (or more) of your budget. One should be “bare bones” budget (the minimum amount it would take to complete the project) and one should be the ambitious budget—the ideal scenario—in case there is strong interest in the project. This helps you to think big and expand your project but have a realistic back-up plan.

Artist Selection and Commissioning Process

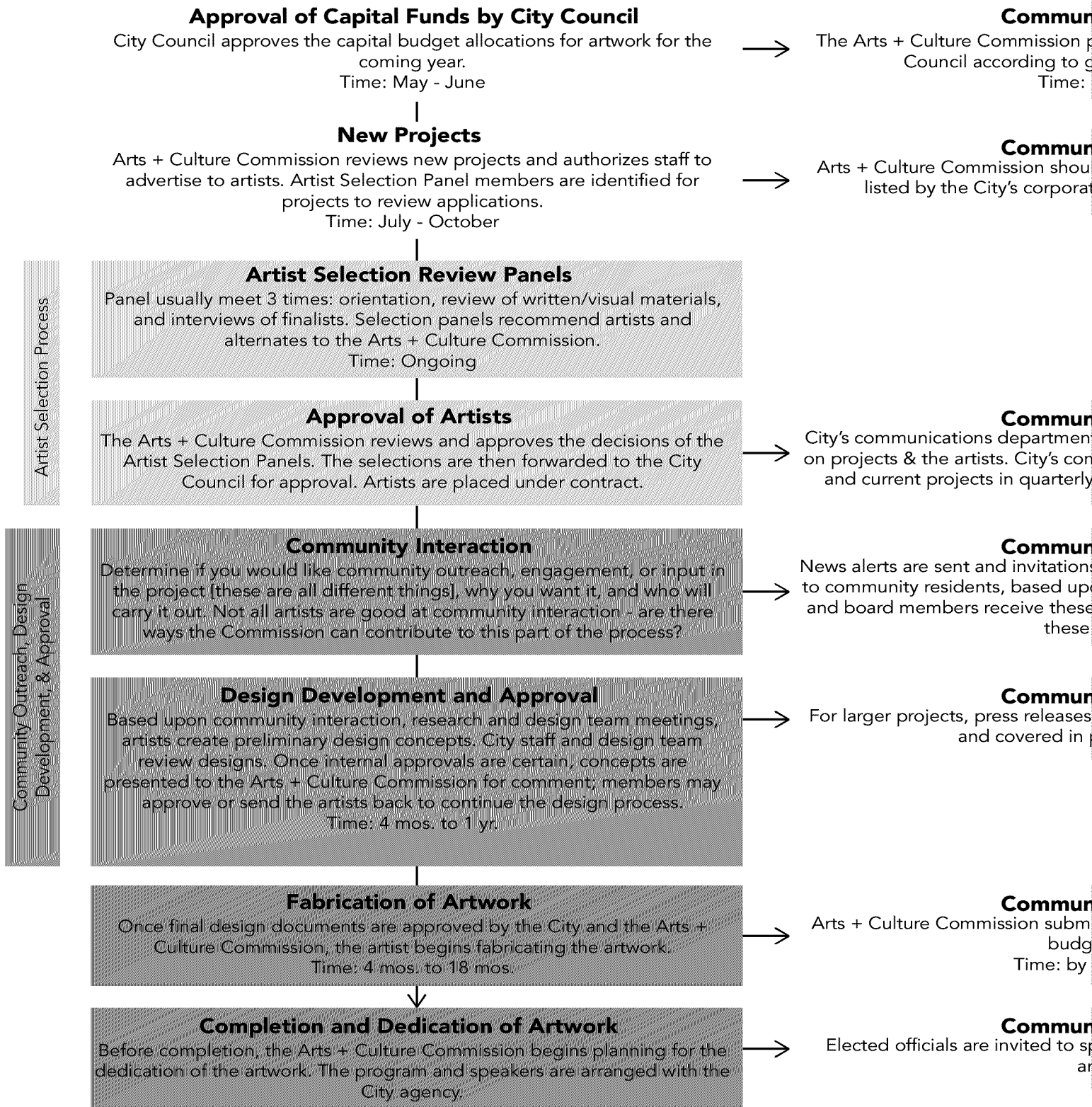
Working with artists can be complicated. Depending on your goals and what kind of results you’re after, there are many options and many considerations. This is true for artists seeking commissions or pursuing independent projects as well. Commissioning a new work of art or getting a commission is about relationships, and like any relationship it involves respect, communication, and flexibility. It also requires business skills, negotiations, and mindfulness.

The primary systems for artists getting connected with public art opportunities are through:

- Request For Qualifications
- Request For Proposals
- Roster of Pre-Approved Artists
- Private Invitations
- Direct Commissions
- Self-Initiated Productions

The Request for Qualifications (RFQ) is the most common artist selection process currently in use by public agencies in America. RFQ’s are sent out like a “Call for Artists,” broadcast to specific regions or nationally. The RFQ outlines the project location, eligibility, budget, scope, theme, timeline, and other specifics relevant to the project, and offers applicants instructions for submitting. Artists are usually asked to submit a letter of interest, a resume, and work samples of past work (with descriptions of each work sample). A selection committee is typically established the project manager on behalf of the

EXAMPLE OF TRADITIONAL CITY-GENERATED PUBLIC ART PROCESS



Communication Point

presents the Annual Work Plan to City
guidelines in the ordinance.

May - June

Communication Point

should meet monthly. Meetings should be
with the communications department.

Communication Point

that issues press releases with information
communications department features new
newsletters and electronic updates.

Communication Point

invites to meetings/special events are mailed
on artwork location. All elected officials
receive notifications. Artists are introduced at
meetings.

Communication Point

photos with visuals are released to the media
public art newsletter.

Communication Point

issues its progress report and previous year's
report to City.

November 30

Communication Point

representative speak on behalf of the facility and the
network.

commissioning agency, made up of key stakeholders, as well as professional artists. The Committee reviews submissions and narrows the pool of applicants to a smaller number of finalists who are then contracted to produce proposals—or simply interview to determine the preferred artist. It is standard practice to compensate artists for proposal development, although the amount varies from project to project; there are no standards in the public art field. Artists should be given adequate time to develop proposals or designs, and be given opportunities to analyze the site, and meet with committee members and site designers early in the design process.

RFQ's are popular with commissioning agencies and artists because they are simple, don't require much time at the outset, and offer the committee a spectrum of possible candidates. Successful applications provide committee members with a good idea of who the artist is, what kind of work they've done in the past, and how they would approach this opportunity. RFQ's may be widely distributed and promoted or targeted to a select number of qualified artists. Keep in mind there may be restrictions imposed by the funding source; some publicly funded programs require open competitions. It is also critical to adequately budget for the administrative time required for the project. Open calls require much more time and expense than an invitational call. "Invitational" RFQ's are RFQ's that are sent to a pre-selected, qualified pool of artists, and not broadcast to all artists.

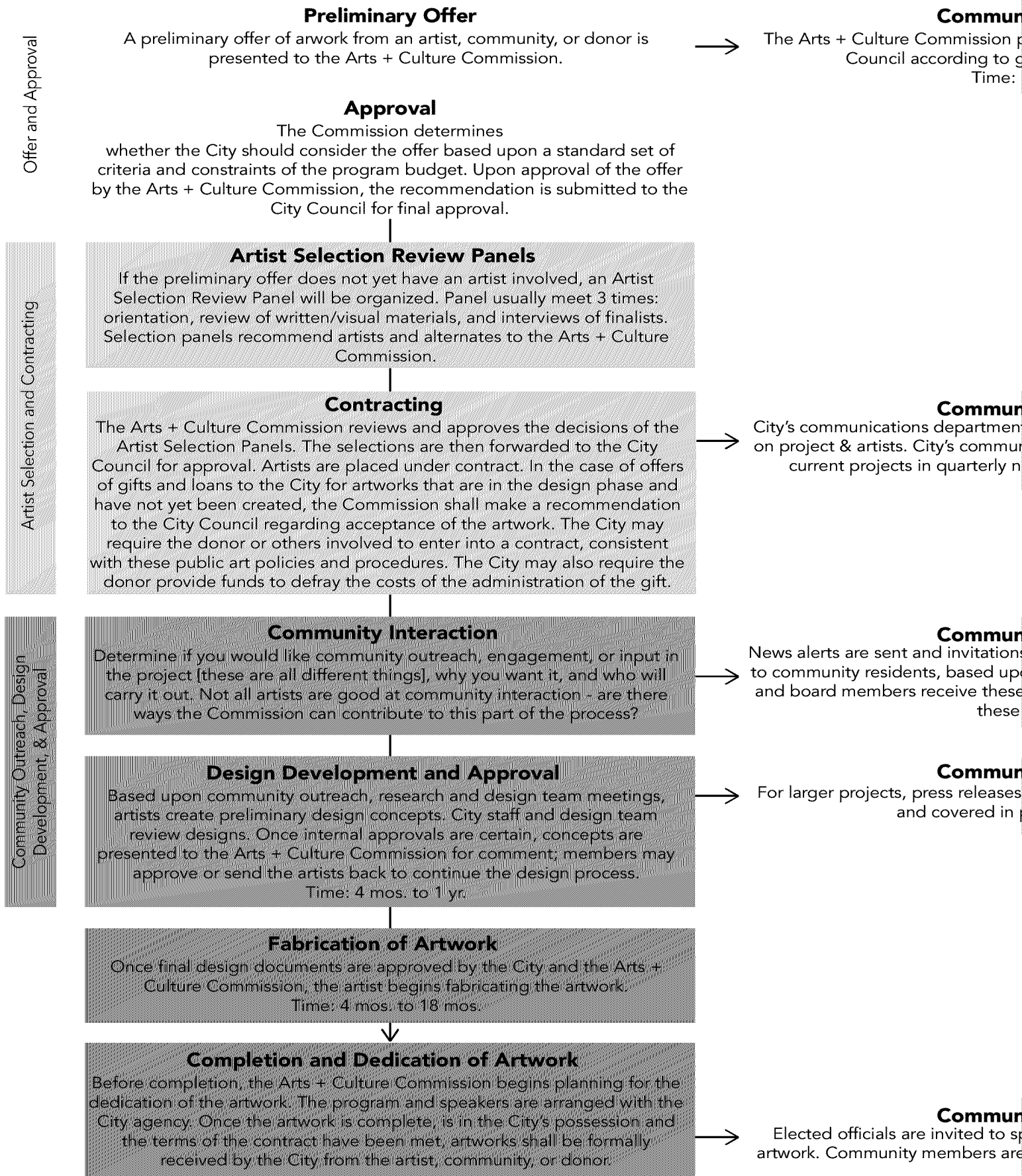
The Request for Proposal (RFP) asks applicants to submit ideas, sketches and even budgets for a proposed project, often without compensation. Current best practices dictate that artists should be compensated for proposal development. If you are asking artists to create a design proposal, you should compensate them for their time. If you have funding to pay for design proposals for a specific project and a list of qualified artists who would be good for the job, an RFP can be an effective way to get to a number of good options to consider. This is basically an invitational.

Some agencies maintain registries or utilize online registries to pre-select artists and, instead of asking them for proposals, they invite a small group to visit the site and meet the committee. This method focuses on the artist, not the artwork, and presumes that all the candidates would be able to produce something great. After the interview, an artist is hired for the full job, with the understanding that their design must meet approval before fabrication can commence.

Directly selecting an artist is rarely done by public agencies utilizing public funds, yet private corporations do this frequently, often with the aid of an art consultant or curator.

Self-initiated productions avoid the entire artist selection process,

EXAMPLE OF TRADITIONAL COMMUNITY-GENERATED PUBLIC ART PROCESS



Communication Point

presents the Annual Work Plan to City
guidelines in the ordinance.
May - June

and place the entire burden on the artist to design, develop and produce their project as best they can. Keep in mind that some projects created by independent artists are legitimate, legally sanctioned, or permitted projects, and some are unexpected, illegal, and even unwanted projects; illegal graffiti is a major concern in most American cities, requiring millions of dollars for clean up. In order to obtain approvals, permits or grants, independent artists often discover they must make compromises or revise their original vision in order to proceed with their projects.

Communication Point

It issues press releases with information
communications department features new and
newsletters and electronic updates.

Participating in a selection process—as an artist and as a panelist—is a great way to get educated about public art. For panelists, it’s a great way to learn about artists working in the field, and in your area. If you are managing the committee process, it is helpful to educate your committee about public art and the types of projects that are possible. It is important to ensure that everyone is on the same page as far as goals and expectations for the project.

Communication Point

Invitations to meetings/special events are mailed
on artwork location. All elected officials
receive notifications. Artists are introduced at
public meetings.

Once the committee has selected an artist they will need a contract to enable them to commence with the services you have determined in your call, or through discussion with the artist. The contract should address timeline, payment schedule, copyright, insurance, and many other topics. There are many sample contracts available to adapt for your use.

Community Interaction

To help ensure the success of your public art project, a good first step is to define the audiences or communities being served. The community may be different than the audience being served, so it is good to consider both of these stakeholders. The community can—and, in some cases, should—be involved in every stage of the public art process. Consider the difference between community input [asking for feedback], community outreach [providing information], community engagement [deep interaction with residents to understand their thoughts and ideas in order to incorporate them into the project], and a community-driven project. Engagement creates deep relationships and collaboration, and any of these three options will require time and effort to organize and facilitate. Consider what steps of the project require interaction with community members, and then determine who should carry it out. Not all artists incorporate community interaction in their process. The Commission could also assess its own skill set and determine where and how they can engage with community members. It is also very important to circle back to folks you engage so they are continually involved in the project. Education and media coverage about your project—and the process—are useful ways to connect with the community and extend the life of your project. Supportive individuals can help with advocacy, educational efforts, and even fundraising

Communication Point

Press releases with visuals are released to the media
in the public art newsletter.

Communication Point

Artists speak on behalf of the facility and the
community invited to the dedication celebration.

to enhance the budget. Consider working with a community organizer or volunteer coordinator.

Planning

Create a public art advisory committee made up of key stakeholders of the project (representatives from the City, the site, the neighborhood, individuals with a vested interest in the project). This advisory committee can help connect you to resources to enrich your project, help select the artist and serve as ambassadors for project by providing promotion and education. Hold educational workshops or presentations on public art and your project. These can take place in small venues that are highly accessible, and can include dialogues with artists and folks who have already done public art in the community.

Invite the community to participate in the visioning of the project (but be clear about where their input will be used). This can be done in conversation, via project websites or through creative workshop settings.

Implementation

Consider using social media to keep the community up to date on your project. Before going this route, determine how many people prefer this type of communication.

Invite people to participate in the creation or installation of your work, if appropriate (via workshops, generating content or ideas, volunteer labor, etc). Be very clear about the skill sets you need and try to control expectations (if it's not about letting everyone be the artist, make clear everyone's roles).

Completion

Hold a celebratory event! This could range in scale from intimate to massive.

Share your story—speak at schools, community groups, and other venues to tell people how the project came to be, what the process was like, and little known facts about the project. Be in contact with the media. Let them know the story behind the story. Offer quality images to encourage their coverage. Utilize technology to create avenues for the public to interact with each other and the work (social media, a website with a comments section, etc).

Documentation

Documentation is useful to have at various stages of any project. Still photos and video are beneficial for promoting your project at various stages. With viral marketing and photo sharing, this represents another way to engage the community in helping promote and discuss your project.

Documentation is crucial for the artist and commissioning agency,

in order to promote the project, record the condition, and create a record. Consider using the free, online Public Art Archive (www.publicartarchive.org) as a place to store and share data about your project, and your collection.

Fabrication and Installation

While the traditional notion of “artist-as-craftsman” still persists, many artists working in the public art field today wear many hats: designers, art directors, or even project managers (not to mention publicist, secretary, and office manager). For many large-scale projects, it’s necessary to engage a variety of professionals in the process, including design, engineering, lighting, site excavation, construction, and installation. The process is similar to architecture, filmmaking or theater, in which the artist plays a central role, but employs others to carry out the vision.

People who build things for artists are called fabricators. They are often multi-talented, working in a variety of materials. Some specialize in metal casting, glasswork, wood construction, or ceramic work. Some carve or weld, and some create computer-generated 3D models. Many fabricators used by artists specialize in custom work for display companies, theatrical sets and props, advertising agencies and sign companies. Given the high cost of fabrication, it is wise to set aside a good portion of the budget for this purpose. Keep in mind, when problems arise, the cost usually goes up and the schedule is delayed. It is recommended that artists spend time researching options available to them—in their region and around the world. If you find someone good to work with, it often leads to long-term relationships and potential collaborations. Your fabricators can easily become “partners” in your project. Consider using a blanket form for fabricators and subcontractors to sign to protect your copyright.

A critical phase in many public art projects is the installation. It can be a minor effort or require an enormous amount of time and money. Again, it’s wise to research different companies and get bids prior to hiring an installer for your project. Be sure the equipment is right for the job, as the cost can go up significantly for hydraulic lifts, large moving equipment or cranes. It’s also wise to ask if your installers have been trained as riggers if they will be lifting and moving large objects. Rentals are a critical part of most project budgets, and it is wise to include a contingency of 5% or more for unexpected expenses or last-minute purchases or rentals.

Conservation and Restoration

Many great public art projects, including some that are temporary, suffer from lack of attention after they are “completed.” The fact of the matter is, once the artwork is installed, its life is just beginning. Most plans for public art forget the reality of maintenance, or there are simply not enough funds

available for the ongoing care of public artworks.

For permanent projects (lasting several years or more), a smart approach is to involve a conservator early in the process of planning and design. A professional conservator can help the artist and the commissioning agency anticipate future challenges, save money on future repairs, and provide a maintenance schedule that will preserve the quality and stability of such a major investment.

Once an artwork has fallen into disrepair, its deterioration accelerates and the cost of restoration increases. There are hundreds of murals and sculptures in the U.S. that are beyond repair. If a public artwork appears to be in need of restoration, it is wise to hire a conservator to produce a condition report and assess the damage as well as estimate the cost of restoration. Once the cost is known, it may be helpful to engage the community to determine if the work should be saved, and if so, how it will be paid for. If it is beyond saving, or the cost is simply too high, the work may be deaccessioned—removed and either destroyed or stored. The cost of removing a sculpture can also be expensive. One alternative is to find a new home for the work, requiring the new owner to restore the work. Regardless, it is helpful to document the project before it is destroyed, and making the images available to your local historical society.

See page 59 for sample RFQ

See page 66 for sample artist commissioning contract

See page 91 for sample deaccession policy and process

See page 95 for Visual Artists Rights Act information





"The Memory of Water" by Milligan Studios
Images from artist's website

PLACING + SEQUENCING PUBLIC ART IN GRAND RAPIDS

There are several things to take into consideration when placing a public artwork. Project for Public Spaces [<https://www.pps.org/article/pubartdesign#place>] has a list on their website, many of which are articulated and respondent to urban locations. I've included these points here, with some additional thoughts below.

- Artworks should not block windows or entranceways, nor obstruct normal pedestrian circulation in and out of a building [unless such alteration is specifically a part of the experience or design of the artwork].
- Art should not be placed in a given site if the landscaping and maintenance requirements of that site cannot be met - unless landscaping and maintenance are specifically a part of the budget for the public art.
- Art should be sited so as to be either immediately visible or in a location where it will be visible by the most people.
- Art should be placed in a site where it is not overwhelmed by nor competing with the scale of the site or adjacent architecture, large retail signage, billboards, etc.
- Art should be placed in a site where it will enhance its surroundings or at least not detract from it [creating a "blind" spot where illegal activity can take place].
- Art should be sited where it will create a place of congregation or in a location that experiences high levels of pedestrian traffic and activity.
- Art should be located in a site where it will effectively enhance and activate the pedestrian and streetscape experience.

Additionally:

- Art should be sited in such a way that considers and honors the traditions and culture of Native peoples, their stories, and the significance of the site to them, and involves them in the decision making process [i.e. understand the significance of the site and engage the proper partners prior to making decisions about the artwork being located].
- Art should be sited in a place that will allow for repeat viewings at multiple scales.
- Art should be spread throughout a community to avoid "public art deserts".
- Art should be located in such a way that considers the changing of seasons and the conditions and maintenance required for each.
- Art should be located in such a way that still provides access to any on-site utilities as needed.

Sequencing

The following pages provide a guide for how the Grand Rapids Arts + Culture Commission can begin to sequence public artworks. There are several questions that the Commission could ask itself when determining where artwork should go next. These include:

- Where is public art currently located, and where are there public art deserts? It is important to place artworks across the city rather than concentrating them in just one or two neighborhoods.
- What are the current issues that are important to community members? Take these into consideration when contemplating themes for artworks. These artworks will resonate with community members and show them that the Arts + Culture Commission is in touch with what is important to the community.
- Is the site easily accessible from a wide range of mobility options and is it ADA accessible?
- Can impact of the artwork be measured in some way?

Scale

Each year, plan to do projects of both large and small scale. This will allow you to have large visual impact as well as spread the work around the community. The large scale projects could emphasize issues important to the community, and all projects can connect to the goals of GRMN Creates. Budget will be key when making decisions about the scale of a project.

Small Scale:

Do at least one project in a new neighborhood each year that helps to emphasize an identity for each. Utilize the same typology in each neighborhood to create cohesion across Grand Rapids.

Large Scale:

Do one large scale artwork each year that emphasizes a theme listed in this plan and is aligned with current interests of city residents.

Themes

A great way to get started in selecting and placing public art is to choose a theme for each year. This will allow the Arts + Culture Commission to have a guide to help with decision making and also help to align any public art activities.

Depending upon which process is being followed - community initiated art or city initiated art – you will either know the physical location of the artwork or the theme of the artwork first, then the other will follow suit. In either case, ask:

- Does the theme of the artwork relate to the site in question?
- Does the site offer the proper conditions for an artwork of a certain theme?

The answers to these questions will help to determine either the scale of the artwork or the location where it should be placed.

The following pages provide suggestions for themes, sequencing, and placement of public art to the Arts + Culture Commission over the next 5 years.

This is a working document that should be updated and changed as the Commission continues to make decisions and set goals. The sequence is flexible and interchangeable. No harm will be done if projects and initiatives are interchanged, if not all of the suggested activities are carried out, or if the suggested funds are not committed each year.

1 YEAR

THEME: Indigenous peoples and lands. Fifteen miles west of Grand Rapids lies the edge of the Leech Lake Band of Ojibwe history and public art could amplify and highlight the culture, voices, and stories of Native Americans - past, present, and future. Additionally, Native artists should lead public art projects throughout the city. Many signs around town have Anishinaabe language on them, and projects such as this could continue to strengthen the connections between Grand Rapids and the Ojibwe.

SMALL SCALE ARTWORK:

TPOLOGY: Stormwater infrastructure [see page 54]
This will create water related artworks across Grand Rapids, and connect back to the water sculptures that were installed downtown this year. It will connect the community further to the identity of the place where they live, and raise awareness around water related issues.

TIMELINE: March - RFQ released
April - Artist selection
Summer - painting!
End of summer - celebration

LOCATION POSSIBILITIES:

Stormwater risers, aprons, and drains throughout the city. At least one in each neighborhood [as denoted on the map on page xxx], and if there is a large cluster of drains in one place, they could all be treated.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission
Artist selection - Commission or Selection Task Force appointed by the Commission
Location approval - Arts + Culture Commission with Public Works

BUDGET ALLOCATION:

Approximately \$500 per drain, up to \$1000 for larger infrastructure such as aprons or risers. Approximately \$5000 for artwork in 6 neighborhoods + downtown.

GRMN CREATES GOAL ALIGNMENT:

Goal 4: Use the arts to animate the physical realm and improve connectivity.

LARGE SCALE ARTWORK:

TYOLOGY:

Gateway/entrances [see page 44]

Gateways leading into the city are great ways to showcase what is important to the people who live in a place. Having iconic pieces of artwork that reflect the indigenous peoples and land that live in the Grand Rapids area will shed light on a culture and people that is often rendered invisible.

TIMELINE:

February - draft + release RFQ

May - Artist selection

June - Design development

August - Fabrication starts

Spring/Summer Year 2 - installation

Summer/Fall - celebration

LOCATION POSSIBILITIES:

Highway 169 between S Pit Road and SW 30th Street [note that this should not compete with the Grand Rapids sign, rather be situated in a location that emphasizes both the sign and the artwork].

You could also consider doing two of these, with the 2nd one located US Hwy 2 and Walter Avenue.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission

Artist selection - Commission or Selection Task Force appointed by the Commission

Location approval - Arts + Culture Commission with Visit Grand Rapids

BUDGET ALLOCATION:

If doing one sculpture, approximately \$30 - 40,000. If doing two, approximately \$20,000 per sculpture.

GRMN CREATES GOAL ALIGNMENT:

Goal 1: Enhance Grand Rapids' distinctive identity through arts and culture.

YEAR 2

THEME: Science + ingenuity. This is a theme that has come up in several conversations held with stakeholders across the city. The name of the City itself comes from its location on the Mississippi River, which has been an important part of the city's history in logging and paper milling. As part of the Iron Range, Grand Rapids has also been involved in utilizing innovative techniques in mining, forestry, and water technologies. This theme could be utilized to highlight a variety of points of Grand Rapids' history and future, as well as in the artwork itself [i.e. movable sculptures, interactive artworks using sensors, audience activated works].

SMALL SCALE ARTWORK:

TYOLOGY: Creative crosswalks [see pages 52]
These require easily available supplies and could attract artists and creatives of many experience levels, making it a great way for early-career artists to receive support from the Commission.

TIMELINE: March - RFQ released
April - Artist selection
Summer - painting!
End of summer - celebration

LOCATION POSSIBILITIES:

Locations where crossing is difficult and a crosswalk doesn't exist, or locations where the crosswalks are due to be repainted by Public Works.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission
Artist selection - Commission or Selection Task Force appointed by the Commission
Location approval - Arts + Culture Commission with Public Works

BUDGET ALLOCATION:

One crosswalk would cost approximately \$4000 to paint. If the city is divided into 7 neighborhoods, that would equate to a total of \$28,000.

GRMN CREATES GOAL ALIGNMENT:

Goal 4: Use the arts to animate the physical realm and improve connectivity.

LARGE SCALE ARTWORK:

TYOPOLOGY:

Bridges [see pages 40]

Bridges are associate with railway and movement of goods [recalling lumber and paper milling goods], and also create dark, undesirable places at night. Artworks could be focused on light art that are activated by motion or sensors, or that create iconic shapes to signify the artwork at night [like the High Trestle Trailbridge example].

TIMELINE:

February - draft + release RFQ

May - Artist selection

June - Design development

August - Fabrication starts

Spring/Summer Year 3 - installation

Summer/Fall - celebration

LOCATION POSSIBILITIES:

The new pedestrian bridge over the Mississippi River near the library, or either of the bridges that cross the River near downtown [169 or SE 7th Ave].

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission

Artist selection - Commission or Selection Task Force appointed by the Commission

Location approval - Arts + Culture Commission with Public Works

BUDGET ALLOCATION:

\$40,000 for one permanent project.

GRMN CREATES GOAL ALIGNMENT:

Goal 4: Use the arts to animate the physical realm and improve connectivity.

YEAR 3

THEME: Social cohesion. The GRMN Creates document points out some challenges that the city faces - racial tensions, geographic disconnections, and economic disparities. These are real challenges that require innovative solutions. Public art can bring people together around an issue and create civic dialogue. A sculpture can create opportunities for people to interact with one another. An artist-designed bench can create a place for people to sit and get to know one another. Murals, light, and sound artworks can tell a diverse range of stories and promote social cohesion.

SMALL SCALE ARTWORK:

TPOLOGY: Small scale sculptures [see page 35]
Each neighborhood gets a sculpture that reflects its identity, and is created by someone or a group of people from the neighborhood. By year 3, people will be familiar with public art being sited around the city, and will want to be more involved in the process. These sculptures are a great way to involve residents - either in the ideation or in the locating of the pieces.

TIMELINE: January - RFQ released
March - Artist selection
Summer - fabrication
Fall - installation
Fall - celebration

LOCATION POSSIBILITIES:

These could be placed in the park in each neighborhood, in the boulevard, or along bike and walking trails.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission
Artist selection - Commission or Selection Task Force appointed by the Commission
Location approval - Arts + Culture Commission with Public Works + neighborhood liaisons

BUDGET ALLOCATION:

One sculpture would cost between \$2000 - 4000. If the city is divided into 7 neighborhoods, that would equate to a total of \$14,000 - \$28,000.

GRMN CREATES GOAL ALIGNMENT:

Goal 4: Use the arts to animate the physical realm and improve connectivity.

LARGE SCALE ARTWORK:

TYOPOLOGY:

Street corners and sidewalks. [see page 36]

Street corners and sidewalks across the city are used every day of the year by a wide range of people, and could become a place where people meet each other and discuss their similarities and differences. Residents could be polled to understand what kinds of questions or ideas are important and an RFQ could be built around those questions.

TIMELINE:

February - poll residents, draft + release RFQ

May - Artist selection

June - Design development

August - Fabrication starts

Spring/Summer Year 4 - installation

Summer/Fall - celebration

LOCATION POSSIBILITIES:

A busy intersection/sidewalk downtown where there is a multitude of possibilities for people to happen upon a piece of public art. This will attract the most use.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission

Artist selection - Commission or Selection Task Force appointed by the Commission

Location approval - Arts + Culture Commission with Public Works

BUDGET ALLOCATION:

\$25,000

GRMN CREATES GOAL ALIGNMENT:

Goal 4: Use the arts to animate the physical realm and improve connectivity.

YEAR 4

THEME: Regional hub/resource center. Grand Rapids is the largest city in Itasca County, as well as the County Seat. It has a plethora of arts and cultural organizations and institutions, a community college, rural public radio station, a counseling center, hospital, and much more [these are denoted in more detail in GRMN Creates]. Public art can be used as a strategy to highlight resources available in Grand Rapids, and how people can benefit from them. This could happen through a series of street banners showing outcomes from resources, or it could bring people together around a shared interest in collaboration with one of the local cultural organizations.

SMALL SCALE ARTWORK:

TYOLOGY: Seating elements [see page 48]
Seating elements could be placed throughout the city - or seating that already exists could get a facelift! This will call attention to existing amenities and draw new users, as well as show residents that the Commission cares about their experience as they move about the city.

TIMELINE: January - RFQ released
March - Artist selection
Summer - fabrication
Fall - installation
Fall - celebration

LOCATION POSSIBILITIES:

Benches on the walking paths near Crystal Lake and Hale Lake. Creative seating elements could be placed on the walking paths on Maple Street in the NW part of the city, or in parks.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission
Artist selection - Commission or Selection Task Force appointed by the Commission
Location approval - Arts + Culture Commission with Public Works + Parks and Rec.

BUDGET ALLOCATION:

Approximately \$5000 for each seating element or cluster of seating.

GRMN CREATES GOAL ALIGNMENT:

Goal 1: Enhance Grand Rapids' distinctive identity through arts and culture.

LARGE SCALE ARTWORK:

TYOLOGY:

Roundabouts [see page 32]

Roundabouts are great spaces to showcase information that does not require people to get up close or interact with the sculpture in person. Sculptures in roundabouts also help to direct drivers' attention away from trying to focus on traffic across the circle, and pay attention to that coming from the left. These are often times spaces that need some "livening up", and public art is a great way to do that.

TIMELINE:

February - draft and release RFQ

May - Artist selection

June - Design development

August - Fabrication starts

Spring/Summer Year 5 - installation

Summer/Fall - celebration

LOCATION POSSIBILITIES:

There are currently 4 roundabouts in Grand Rapids. Look at the saturation of neighborhoods where each is located, and select the roundabout in the neighborhood with the least amount of public art.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission

Artist selection - Commission or Selection Task Force appointed by the Commission

Location approval - Arts + Culture Commission with Public Works

BUDGET ALLOCATION:

\$30,000

GRMN CREATES GOAL ALIGNMENT:

Goal 4: Use the arts to animate the physical realm and improve connectivity.

YEAR 5

THEME: Intergenerational activity and connections. Public art can create connections between different generations and provide opportunities for all ages to interact through easily accessible opportunities. This could be a sculpture that has sensors which play music, and is activated by people passing through [whether by walking, or in a wheelchair, or another form of movement]. Or it could be different generations coming together to tell each other's stories through photography, music, or story gathering, which could be come storefront displays or featured on banners around the city.

SMALL SCALE ARTWORK:

TYPOLOGY: Street banners [see page 46]
Attachments for street banners can be included on light poles across Grand Rapids. These extend into every neighborhood and provide an opportunity to showcase images, photos, graphics, designs, and colors that are important to different neighborhoods. This is also a medium for 2D visual artists, that might not qualify for sculpture or other 3D RFQ's.

TIMELINE: April - RFQ released
May - Artist selection
Summer - design development and printing
Fall - installation
Fall - celebration

LOCATION POSSIBILITIES:

Light poles in each neighborhood can be equipped with infrastructure to support banners.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission
Artist selection - Commission or Selection Task Force appointed by the Commission
Location approval - Arts + Culture Commission with Public Works

BUDGET ALLOCATION:

Approximately \$5000 for a series of banners in each neighborhood.

GRMN CREATES GOAL ALIGNMENT:

Goal 1: Enhance Grand Rapids' distinctive identity through arts and culture. + Goal 4: Use the arts to animate the physical realm and improve connectivity.

LARGE SCALE ARTWORK:

T TYPOLOGY:

Ground plane/sidewalks [see page 36-37].

The ground plan provides a unique opportunity for games to be played, stories to be embedded, or messages to be passed through the generations. This can be done with stamping, bronze inlays or a variety of other materials.

TIMELINE:

February - draft and release RFQ

May - Artist selection

June - Design development

August - Fabrication starts

Spring/Summer Year 6 - installation

Summer/Fall - celebration

LOCATION POSSIBILITIES:

This could be designed and installed somewhere that the Public Works department knows it needs to replace anyway. It could also be placed at an info kiosk in a part of the city that has the least amount of public art pieces.

RESPONSIBLE PARTIES:

Budget allocation - Arts + Culture Commission

Artist selection - Commission or Selection Task Force appointed by the Commission

Location approval - Arts + Culture Commission with Public Works

BUDGET ALLOCATION:

\$30,000

GRMN CREATES GOAL ALIGNMENT:

Goal 4: Use the arts to animate the physical realm and improve connectivity.

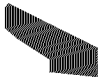
LOCATIONS + TYPOLO



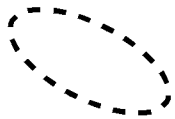
roundabout



entry/gateway



park



possible neighborhood



trail - hiking and/or biking



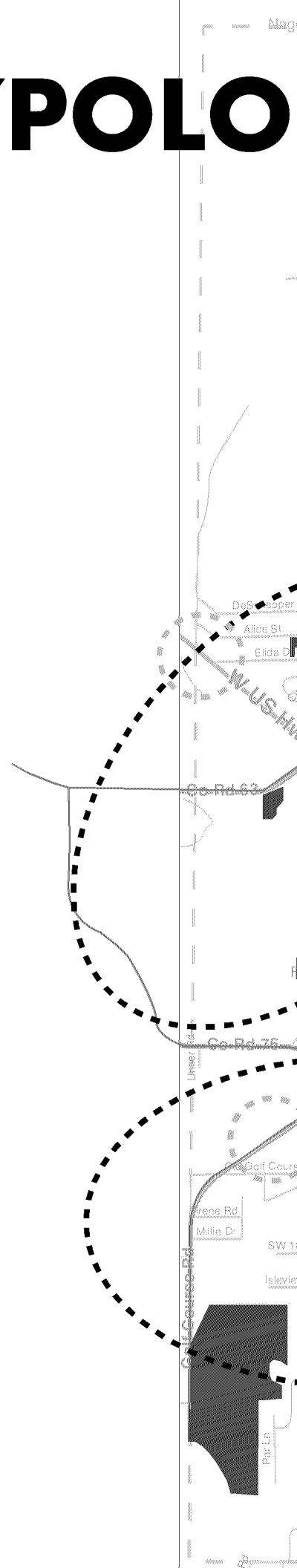
info kiosk



bridge



cross walks



GIES



ROUNDBABOUTS

- sculpture
- 3D visual artwork
- land art and eco-art
- wayfinding elements

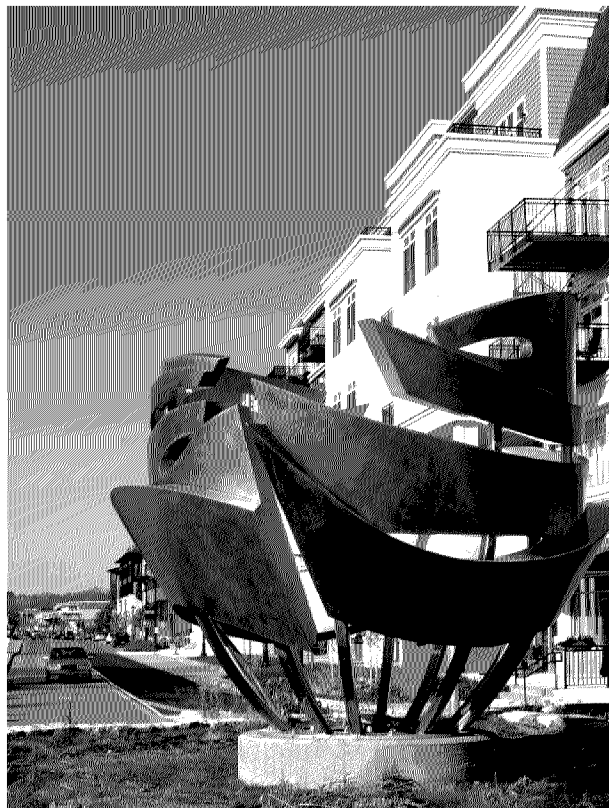
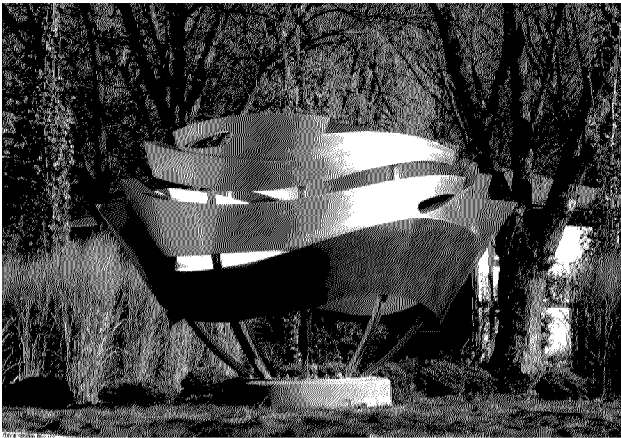
"Big Water"

Wayzata, MN

Artist: Foster Willey

Budget: \$75,000 [lighting not included]

"Big Water" is a stainless steel sculpture by Sculptor Foster Willey, recently installed at Wayzata's east end roundabout as a welcoming gateway to the downtown. Commissioned by the City of Wayzata, the artwork celebrates the elegance and grandeur of Lake Minnetonka, inspired by the natural elements of the Wayzata landscape. The sculpture is a graceful, curvilinear form with a horizontal orientation, derived from the surrounding terrain of lake, land, and sky. It is carefully scaled to the site and stands approximately eight feet tall. It's concentric form and animated composition has the feel and movement of waves and water.



“Roundabout Art Route”

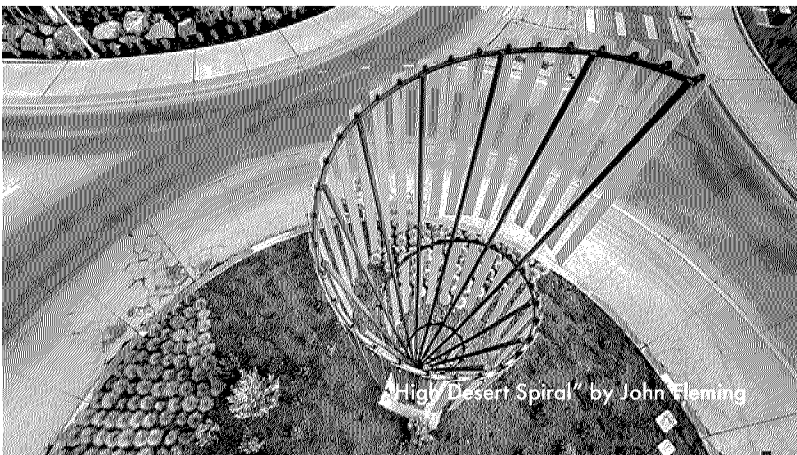
Bend, OR

Artist: Various

Budget: \$100,000 - for each roundabout

The Roundabout Art Route is a collection of over 20 pieces of public art on display throughout the city in the most unlikely places – at the center of Bend’s traffic circles. The circles, also filled with plants, flowers and trees, are designed to keep traffic flowing around the city.

Each roundabout holds a unique display of art designed to enhance the cultural environment for Bend visitors and residents. It’s sponsored by Art in Public Places, a non-profit organization dedicated to providing art to the community of Bend. In 2005, Americans for the Arts honored these sculptures as being among the most innovative approaches to public art in the country. The next art installations you’ll be seeing in Bend are the result of a successful fundraising campaign called Be Part of Art. Bend’s public art is a permanent part of what makes Bend so unique. <https://www.visitbend.com/roundabout-art-route/>



BIKE/WALK TRAILS

- sculpture
- ground plane treatments
- lighting elements
- wayfinding elements

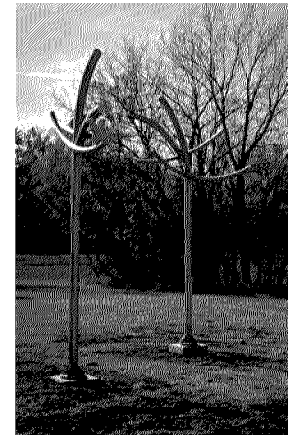
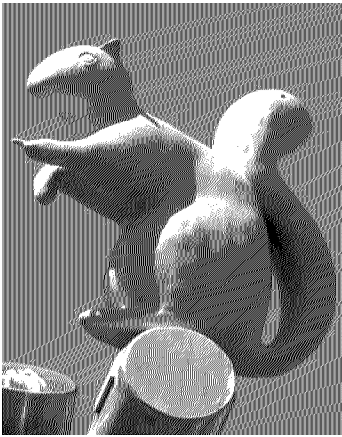
"Surrounds"

West Des Moines, IA

Artist: Actual Size Artworks

Budget: \$130,000 [divided by artists between 5 locations]

Gail Simpson and Aris Georgiades of Actual Size Artworks in Stoughton, WI, created five sculptures that were placed at different locations along Jordan Creek Trail. These sculptures feature brightly painted polychrome cast aluminum animal replicas perched on the horizontal limbs of the vertical metal structures. The artists' goal was to have these replicas be animals that are native to the West Des Moines area. In the spring of 2016, the public was asked to cast their vote for the animals to be used in the sculptures. The sculptures were installed in the fall of 2016 at the five locations and the public was then asked to vote on animal names, based off of classic literary characters. On June 3, 2017, the WDM Public Arts Commission, City Council, and Parks and Recreation Department celebrated the grand opening of "Surrounds".



"Art4Trails"

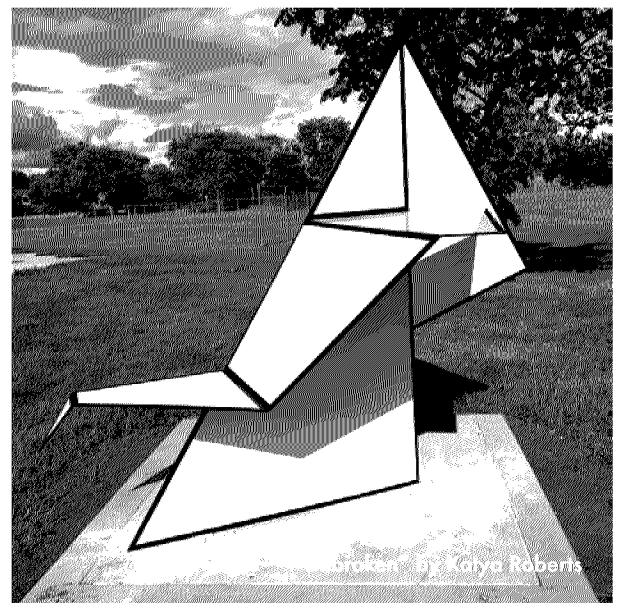
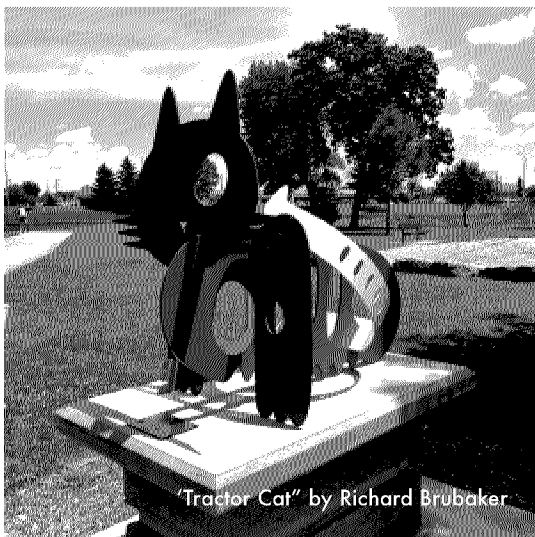
Rochester, MN

Artist: Various

Budget: \$5000 for each sculpture

Art4Trails was developed in 2016 by the Rochester Arts and Culture Collaborative. Expansion of partnerships now includes Rochester Art Center, Rochester Parks and Recreation, Olmsted County Public Health, RNeighbors, WeBikeRochester, Minnesota Children's Museum Rochester, C4 (Concerned Citizens for a Creative Community) and Rochester Downtown Alliance.

Art4Trails is a public art initiative to promote local artists and enhance our public parks by installing original art along the bike trails near downtown Rochester. Thirteen artists submitted proposals, and five of these were selected as winners by a panel of neighbors, artists, park department representatives, and arts organization administrators. The winners received \$2,500 for supplies and materials. Once installed, any member of the public can purchase the sculptures directly from the artists.



STREET CORNERS + NEW SIDEWALKS

- ground plane treatments
- seating elements
- gathering spaces

"Dancer Series: Footsteps"

Seattle, WA

Artist: Jack Mackie

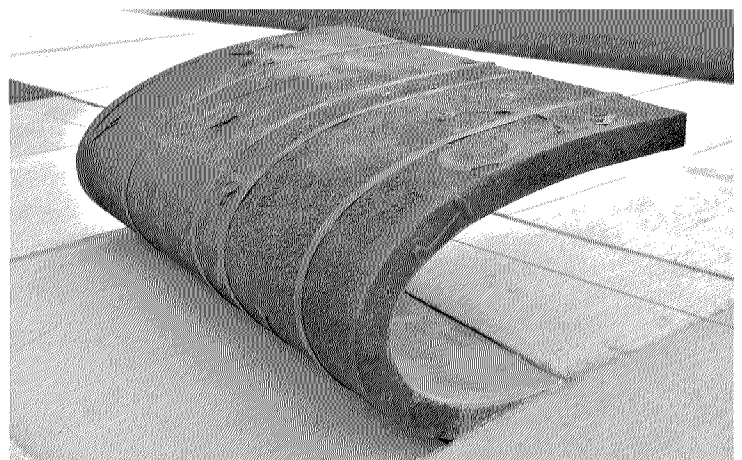
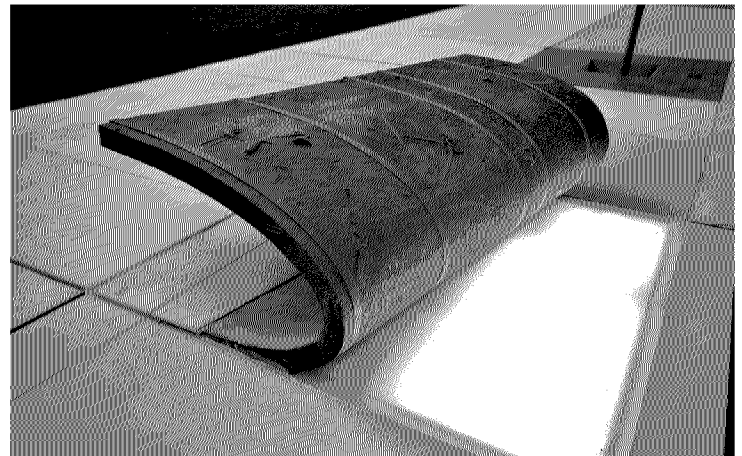
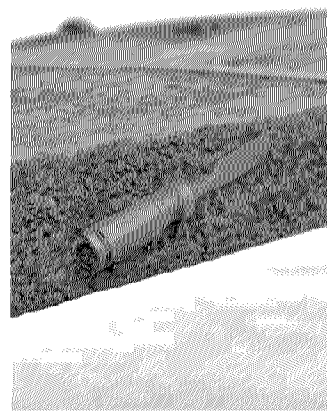
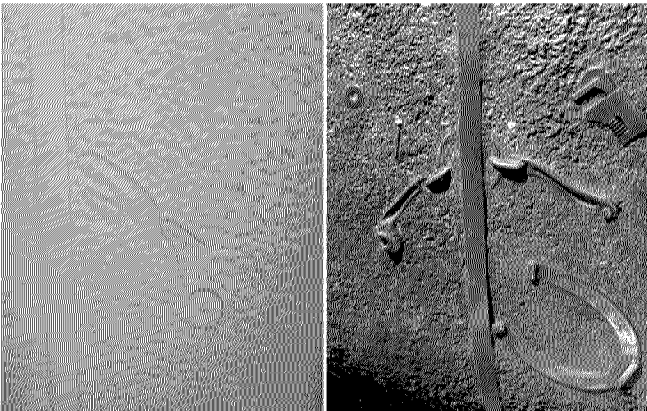
Budget: \$10,000 [each, there are 8]

Eight sets of inlaid-bronze shoeprints in the pattern of a couple's dancing feet. The shoeprints are "step-by-step" movements from the tango, waltz, lindy, foxtrot weave, rumba and mambo, as well as two dances created by Mackie himself, the "busstop" and the "obeebo." Inlaid bronze arrows and "R" and "L" (right and left) labels on the feet indicate the dance's proper foot movements. A plaque beside each set of dance steps gives the name and rhythm of the dance. For example, the tango is "slow, slow, quick, quick, slow," while the rumba is "quick, quick, slow."



"Peeled Pavement"
Toronto, ON, Canada
Artist: Jill Anholt
Budget: \$400,000

A sidewalk installation along Mill Street punctuates a critical node joining the historic Distillery District with a contemporary 21st century neighborhood. A series of tears in the urban fabric curl up to reveal an underside of found industrial artifacts cast in bronze and, in their absence, swathes of glowing light, the energies of the working city.



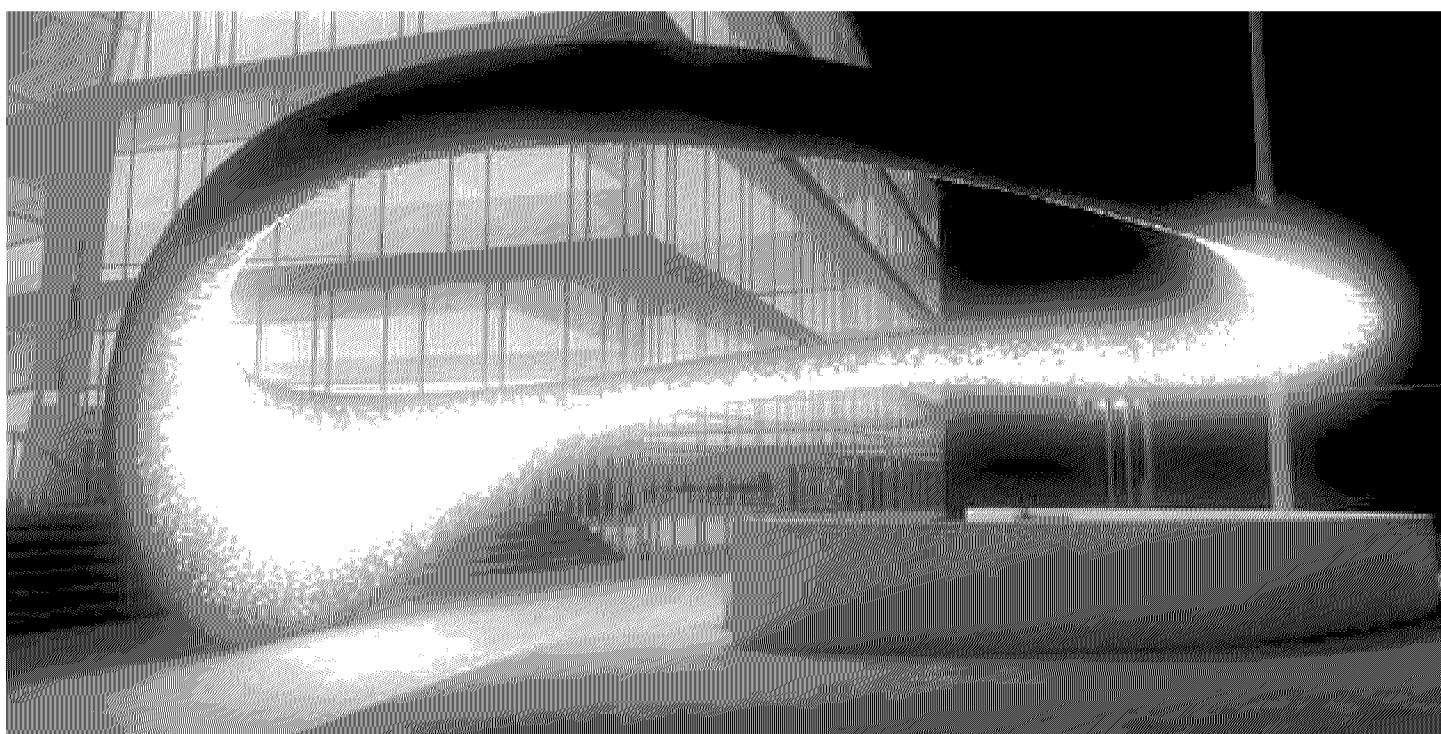
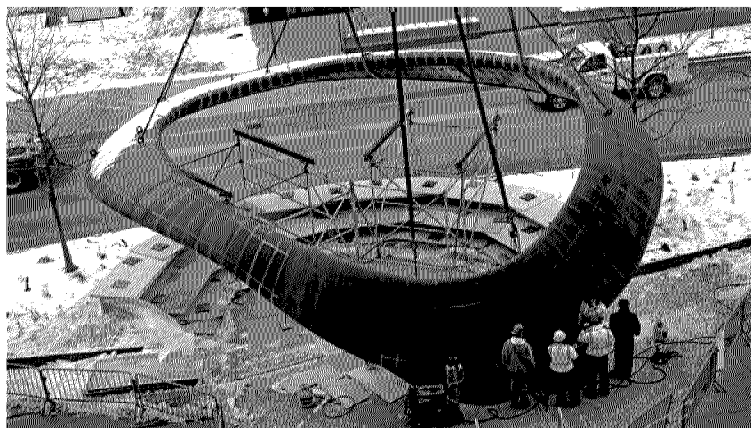
"Nimbus"

Minneapolis, MN

Artist: Tristan Al-Haddad

Budget: \$285,000

Nimbus by Tristan Al-Haddad appears to defy gravity and levitate. The elliptical geometry of the monumental sculpture's form relates to the shape of the Theater in the Round's seating below while its weathered steel material sets up a dialogue with the Ptolemy's Web sculpture nearby. Sited to align with the primary axis of Minneapolis Central Library's atrium, Nimbus' oculus — its circular opening — frames both the architecture and the sky. Cantilevered 45-feet over the sidewalk, Nimbus is a feat of imagination, engineering and fabrication.



"Carry-On Homes"

Minneapolis, MN

Artists: Peng Wu, Aki Shibata, Zoe Cinel, Shunjie Yong, Preston Drum

Budget: \$50,000

Carry On Homes is a multi-functional pavilion hosting the stories of immigrants in Minnesota, where individuals come together to explore the concept of home through community gatherings, workshops, live performances and personal reflection. Home is a universal idea that transcends divisions by race, religion, gender identity, and class. At home, we belong, we feel safe and we are loved. Join us at The Commons park in downtown Minneapolis, as we celebrate the immigrant cultures from around the world that have come to call Minnesota home.



BRIDGES

- mosaic
- murals
- artist-designed concrete forms
- ground plane treatments
- lighting underneath

“Valley Passage Mural”

Milwaukee, WI

Artist: Chad Brady

Budget: \$50,000

In 2010, artist Chad Brady’s concept was selected to embellish the walls of the Valley Passage, the new tunnel linking the Hank Aaron State Trail and the adjacent Silver City neighborhood. The mural was completed in 2011.

The high visibility walls illustrate what can be experienced on the opposite side, and at the same time honor the history of the area and celebrate the nature that will continue to flourish in the newly re-created spaces around the Trail. A national request for qualifications brought in many applicants, which were pared down to four artists/teams that underwent a vigorous indoctrination and tour of the Trail, Menomonee Valley, and surrounding neighborhoods. Concepts were then developed by the four artists/teams and submitted for selection to the community. Chad Brady’s concept was the overwhelming choice.



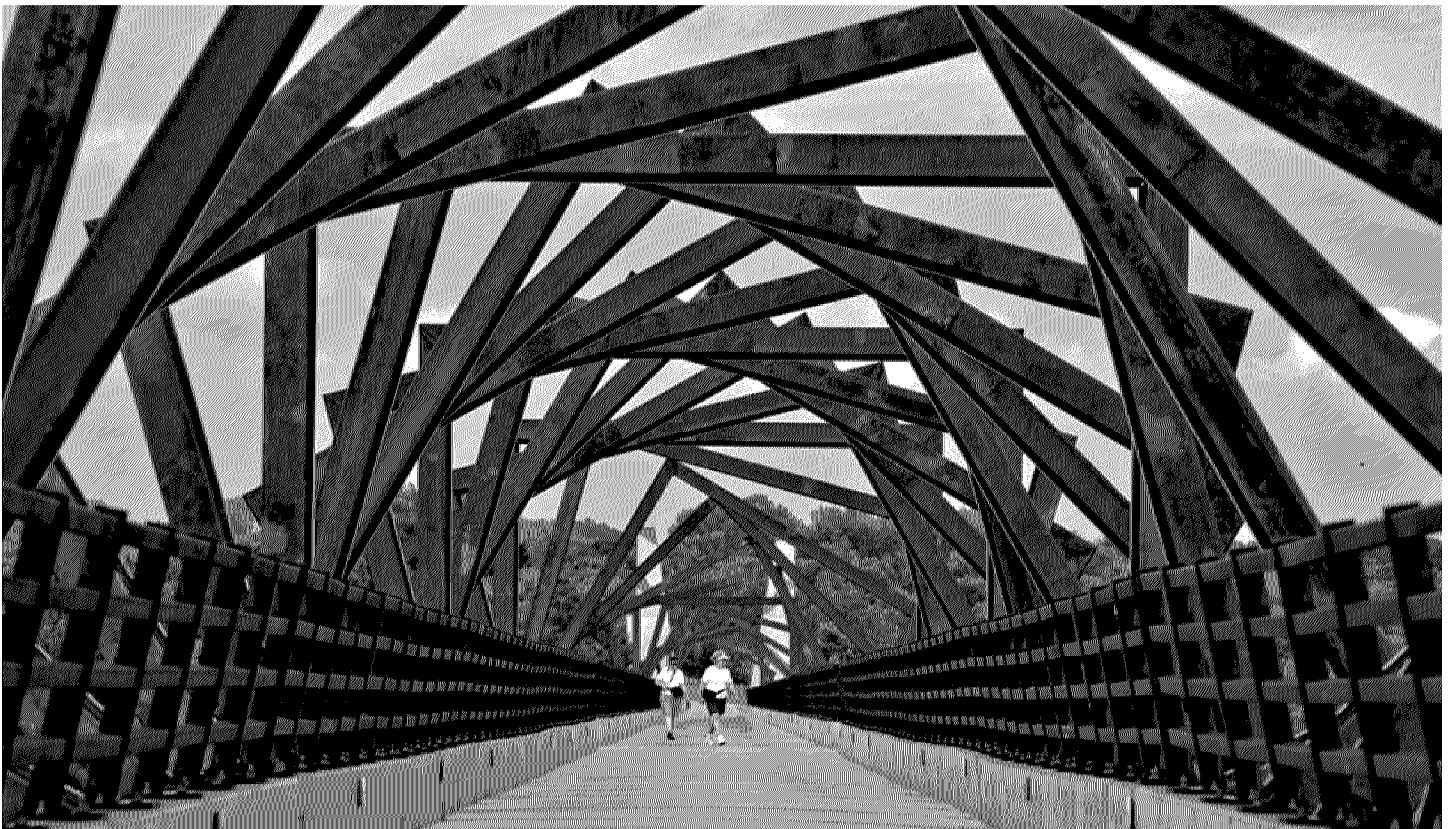
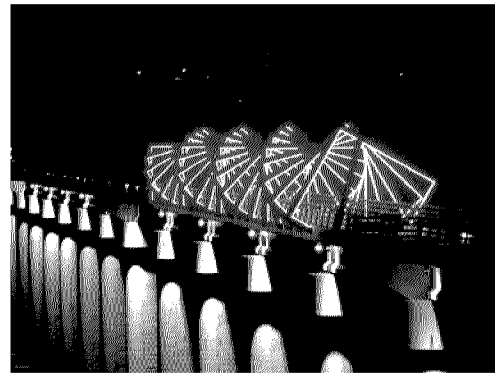
“High Trestle Trail Bridge”

Madrid, IA

Artist: David Dahlquist

Budget: \$1.75 million [for the construction of the entire bridge]

The High Trestle Trail Bridge, is the fifth longest pedestrian and bicycle bridge in the US. The bridge, over a half mile long, spans the Des Moines River Valley, and connects over 600 miles of trail in central Iowa. With design embracing local coal mining history and geology of the area, the site-specific installation utilizes a tunnel of steel cribs, mimicking the structure of an old mine shaft, and abstracting them in a manner which evokes a sense of whimsical travel through time and space.



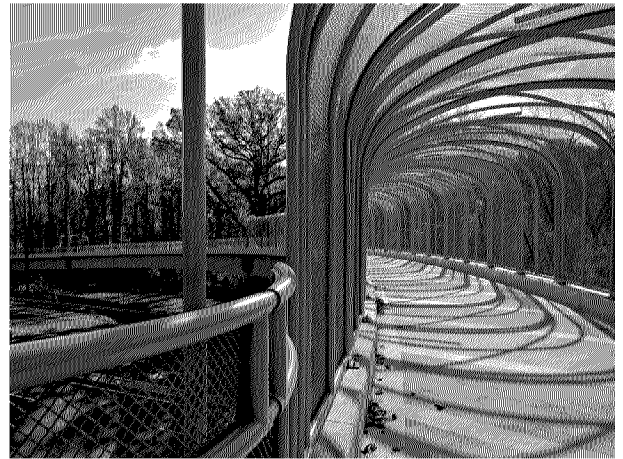
“Rock Creek Pedestrian Bridge”

Aspen Hill, MD

Artist: Vicki Scuri

Budget: \$600,000 [artwork budget]

Rock Creek Trail Bridge provides opportunity for safe passage and for symbolic connection with Montgomery County’s historic landscape: the era of watermills. It connects trails and neighborhoods with county parks and open spaces crossing heavily traveled Veirs Mill Road. The design is inspired by historic Cabin John footbridge and the 41 water mills that once lined Rock Creek, including Veirs Mill. The artwork is integral, carrying watermill imagery through a number of forms; planters, concrete piers and fencing designs, introducing native plant restoration and modular geometry that enhances the experience of passage creating a celebratory landmark for the community.



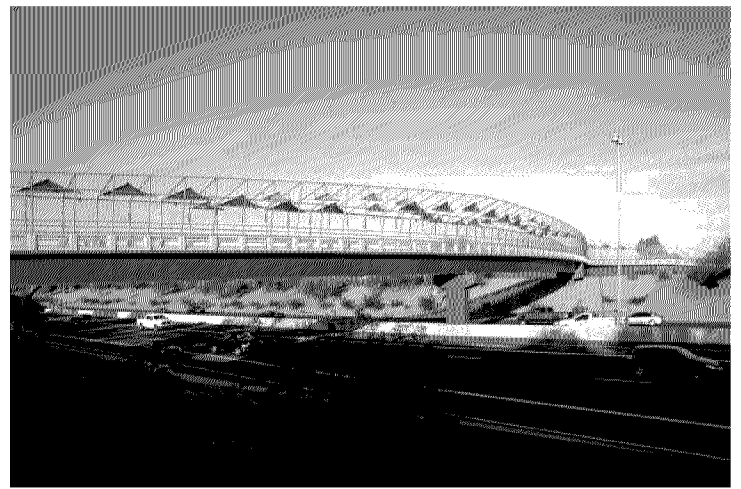
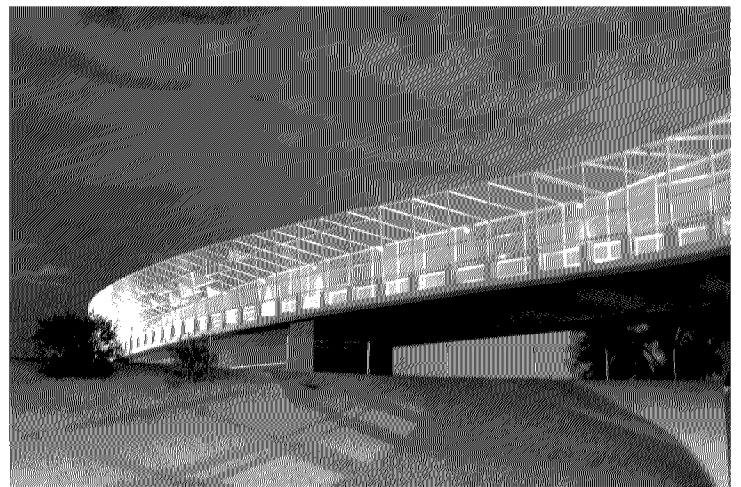
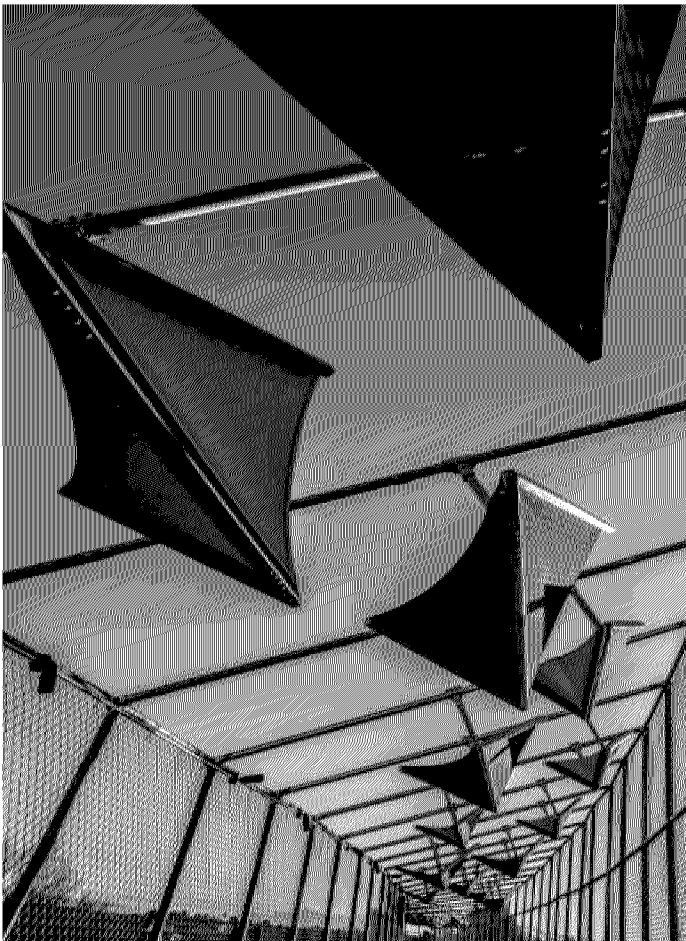
"Flight Bridge Galveston Road"

Chandler, AZ

Artist: Laurie Lundquist

Budget: \$750,000 [artwork budget]

This overpass links residential complexes to a popular regional model airplane field in Thud park. Enthusiasm for the flight activity inspired the flock of shade wings that appear to sail through the atrium. There is a strong legacy of aeronautical engineering and fabrication in the region. It is fair to say that the neighborhood is excited by the flight theme.

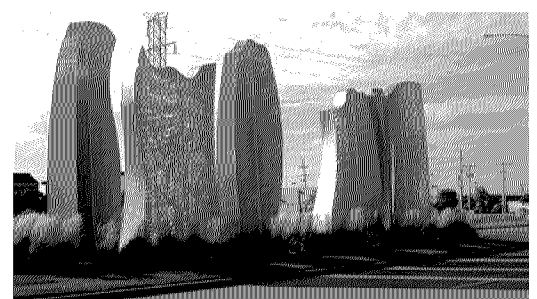
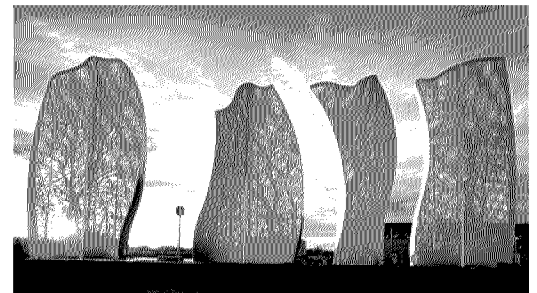


GATEWAYS/ENTRANCES

- signs
- logos
- street banners
- identity signifiers
- arches

"Dawn's Silver Light"
Salina, Kansas
Artist: Barbara Grygutis
Budget: \$280,000

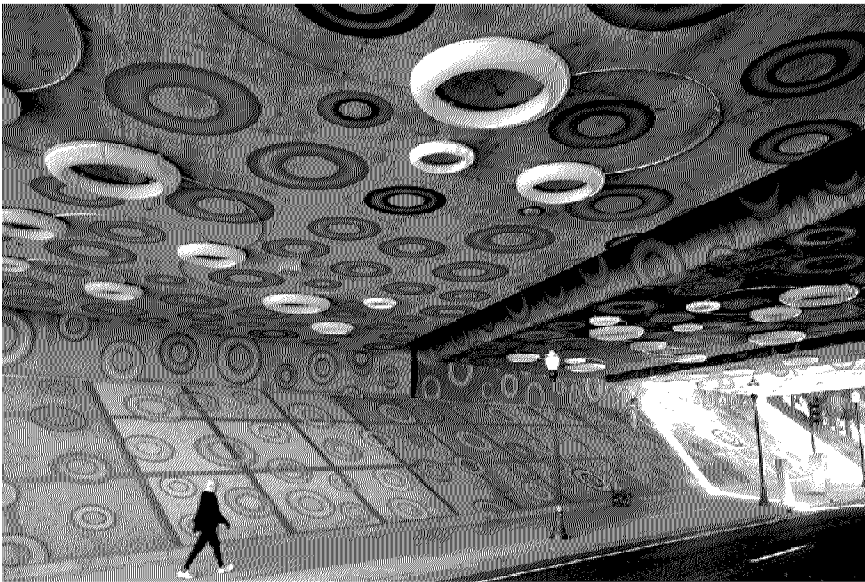
This illuminated laser cut and fabricated aluminum sculptural installation creates a contemporary gateway to the city of Salina. The work creates a luminous visual effect both day and night. At night, the sculpture glows from within using designed LED lighting set on a photo cell. The composition consists of six semi-transparent sculptural forms. Individually and as a total experience, the forms echo the shelter-belt trees of the Kansas landscape, silhouetted against the horizon in winter. Dawn's Silver Lining won the 2014 CODAWorx Award for Public Art.



"Sensing YOU"
San Jose, CA
Artist: Dan Corson
Budget: \$450,000

Sensing YOU is an interactive artwork utilizing light and paint to define a major downtown gateway in San Jose CA. The installation is defined by over 1000 painted circles and 81 individually controlled illuminated rings that play a variety of patterns and low-resolution mapped video over the ceiling surface of the I-87 highway underpass. The patterns are activated by pedestrians and bicyclists moving through the space- setting off pre-programmed sequences. From a car safety perspective, the lighting animations are designed to be slow enough so the average car will not see any movement when driving past, but that while walking through or pausing, the movement will be highly discernible. The patterning was originally inspired by the pattern of raindrops falling on still water as well as being inspired by the crowds of people moving through the underpass- every person with a cell phone emitting echos of radio waves.

The artist partnered with Niantic Labs to allow users of the virtual real-world mobile game Ingress to temporarily take control of the space and making manifest in the artwork aspects of the game from their cell phones. Inspired by raindrops on water and the echoing patterns emitting from our cell phones, this artwork seeks to link technology and nature in this urban landscape sitting over the Guadalupe River- at the heart of Silicon Valley.



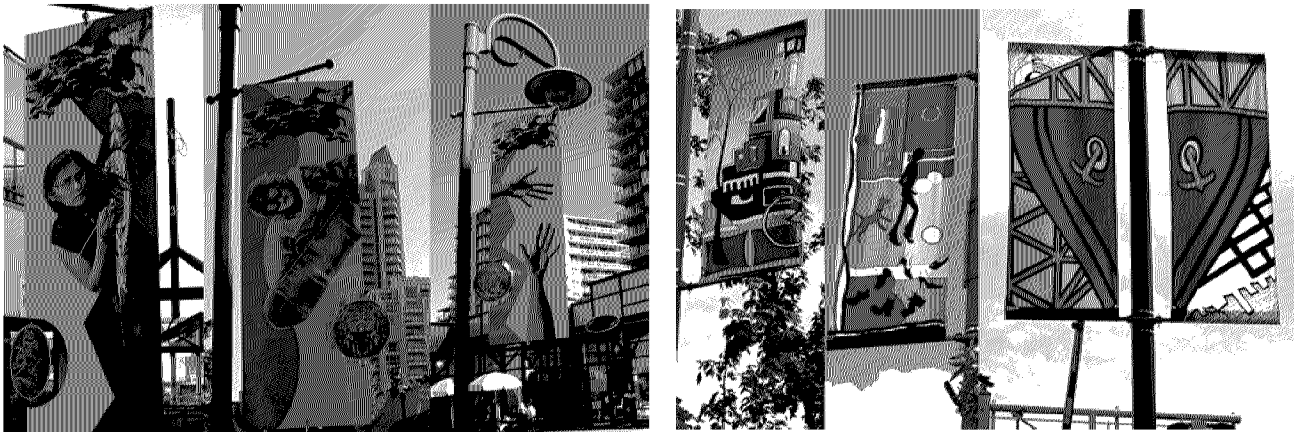
"North Vancouver Street Banners Project"

North Vancouver, Canada

Artist: various, rotates every two years

Budget: \$1000 - 5000 [depending upon the number of banners]

The City of North Vancouver street banner program showcases art work created by students, emerging and established artists. Each batch of banners fly high along Lonsdale Avenue and Esplanade Avenue for a two year period.



“Rustician”

Montevideo, MN

Artist: Karl Unnasch

Budget: \$24,000

This whimsical montage consists of a 1920s-era McCormick Deering tractor bedecked with original backlit stained glass in the Artist’s signature style. The work pays homage to the local threads that have woven together over time to become the fabric of Montevideo, Minnesota today. The tractor – itself symbolic of the transition from the pre-industrial to the post-industrial era – is accoutered with panels reflecting various aspects of local and regional history. A real-life folk tale emerges from the seek-and-find imagery in the glass: In dreamlike plays on scale, emblems from nature and agriculture blend together in prismatic whirls, chronicling everything from nostalgic pre-industrial bygones to more recent echoes from collective local memory. Images portraying the Spirit of Nature – such as extreme wind, temperature, and moisture levels – serve as a tribute to the Land Stewards’ many challenges throughout time. The discerning observer will also unearth local icons from spheres lateral to the rural theme: Having played key support roles in the region’s agricultural history, the worlds of banking and finance, education and knowledge, and religion are also all represented in the imagery, as is the cohesive notion of communal spirit. The Farmer has always been a land-bridge between the urban and the natural worlds, and as such has also always been a traditional surveyor of knowledge. RUSTICIAN seeks to embody the stalwart beauty of this spirit in reverence to both our hardy rural roots and the crucial sustenance that agriculture provides.



BENCHES/ SEATING ELEMENTS

- mosaic
- sound
- murals
- local artist contests

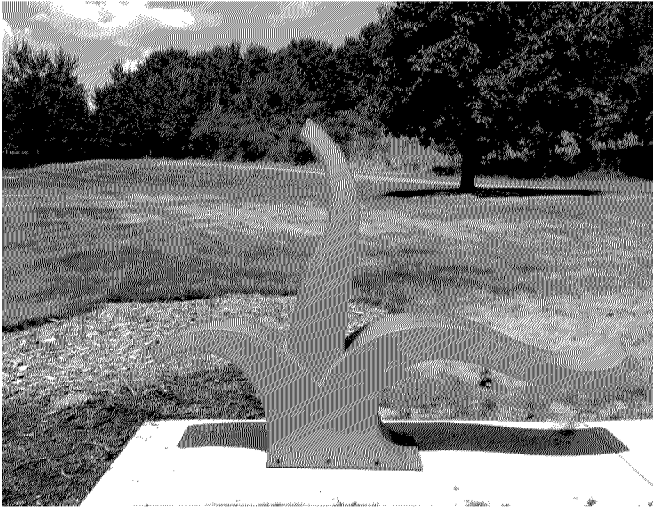
"Art Benches Program"

Eagan, MN

Artist: various

Budget: \$3000 each

In 2017, the City of Eagan installed four art benches in an effort to add to the City's sense of place, while enhancing resting areas for residents. In 2018, we will install four additional artist-designed and produced benches to represent the unique landscape and neighborhoods of identified locations.



"Aerodynamic" by Craig Snyder

"The Allium Bench" by NM Kelby & AS Milligan

"Passage"

Phoenix, AZ

Artist: Harries/Heder

Budget: \$155,000

The three Acoustic Chairs are grouped in front of the Library's main entrance. They extend the architecture of the Library into the landscape, relating to South Mountain. The seat surface of the Chairs is made of local Hualapai stone. The sides of the Chairs are made of colored concrete with steel letters cast into the surface. Letters are also embedded into the surrounding pavement, as though cascading from the Chairs. Each letter of the alphabet is represented in the jumble as well as the letters that make words that reference the landscape such as "desert," "stone," "mountain," and "water". The scattered letters encourage visitors to make their own words and poetry.

Speakers inside the Chairs play recordings of poetry when activated by motion sensors. The poems play softly to create an intimate experience. Ríos curated the collection of poems, featuring 19 poets writing about South Phoenix and the landscape of the area.



"Birds of a Different Feather"

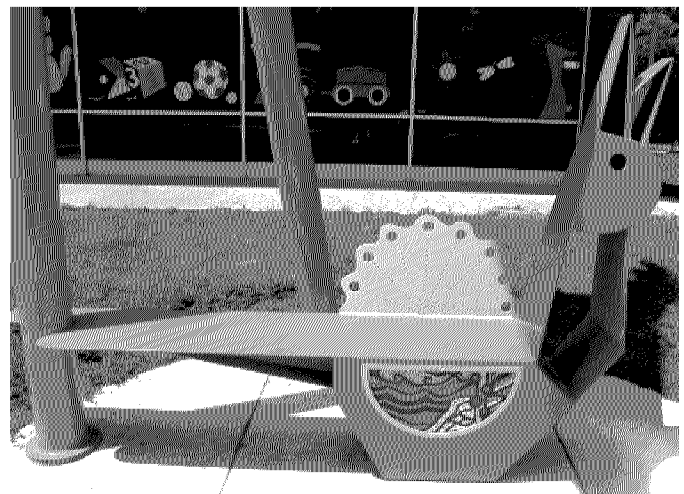
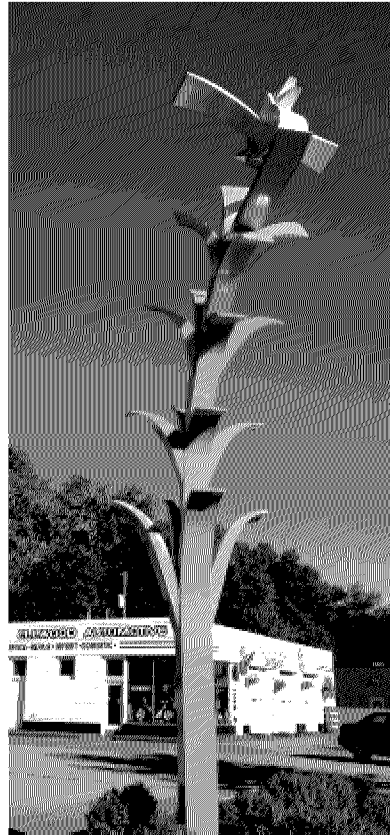
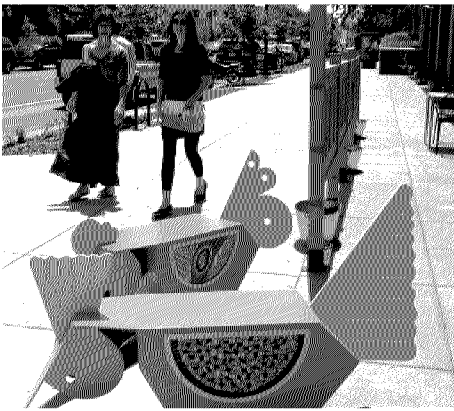
Minneapolis, MN

Artist: Marjorie Pitz, Lori Greene, Ben Janssens

Budget: \$150,000 [for 6 stools, 4 benches, and 2 gateways]

Options for streetscape art were explored with the community, as were sites along a 10 block stretch of Nicollet Avenue. My partner on this project, Ben Janssens, and I developed the theme "birds of a different feather, flock together" to honor the diversity of the neighborhood. Ceramic mosaic wings were made with the community, and artist, Lori Greene.

Two tall gateway features, 4 bird benches, and 6 bird stools animate the street, and were dedicated in 2016.



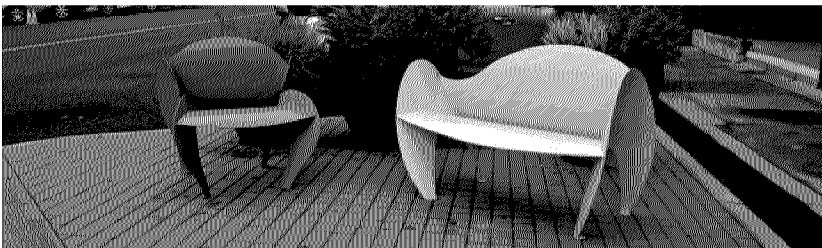
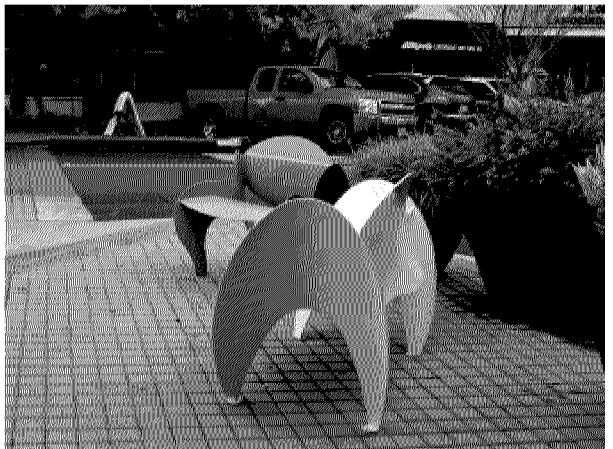
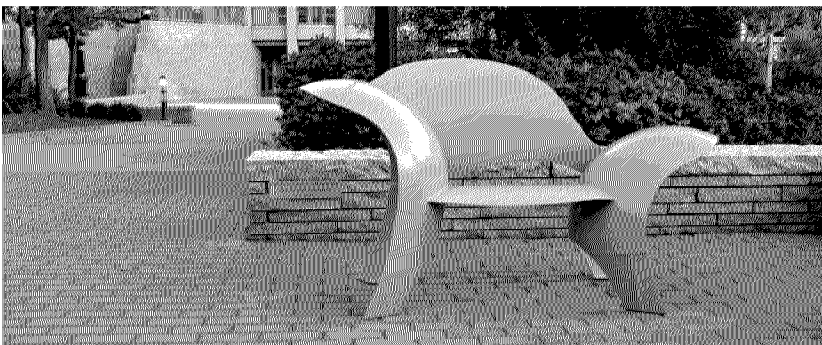
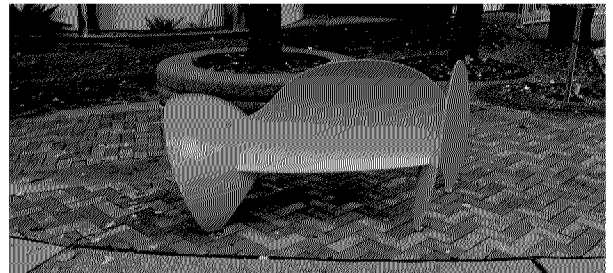
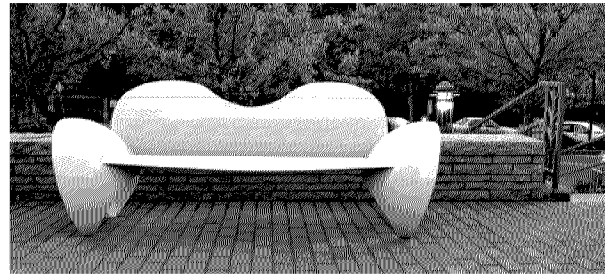
“Orinda Streetscape”

Orinda, CA

Artist: Colin Selig

Budget: \$32,800 [for 6 benches in 3 locations]

A series of unique pieces of eco-friendly sculptural seating were installed in public locations in the City of Orinda, California. Orinda has an active interest in displaying public art and has numerous locations approved installations. After several members of the Public Art Committee visited the artist’s studio to see the work in person The City became enthusiastic about having additional outdoor seating at specific locations where people gather, including outside the movie theatre, by the community center and at the Wilder recreation area clubhouse. After a loan period of two years The City elected to purchase three of the seven seats. Upcycled from regionally sourced scrap tanks, which are a sustainable building material due to strict regulations limiting their service life, they contain 99% post-consumer REUSED (not recycled) content. After a loan period of two years, the City purchased 3 of the seats for its public art collection.



CROSSWALKS

- artist designed traffic calming crosswalks throughout town

“Creative Crosswalks”

Baltimore, MD

Artist: various

Budget: \$20,000 for both [including concrete work and painting]

In its bicycle and pedestrian plan, the town identified several mid-block street crossings that needed to be addressed and better delineated for safety reasons. At the library the crosswalks weren't safe for people with strollers, elderly folks or those with disabilities, because they lacked ramps, which were installed as part of the project. Because the town is an Arts and Entertainment District, the town wanted to go with something more than the everyday sidewalks.



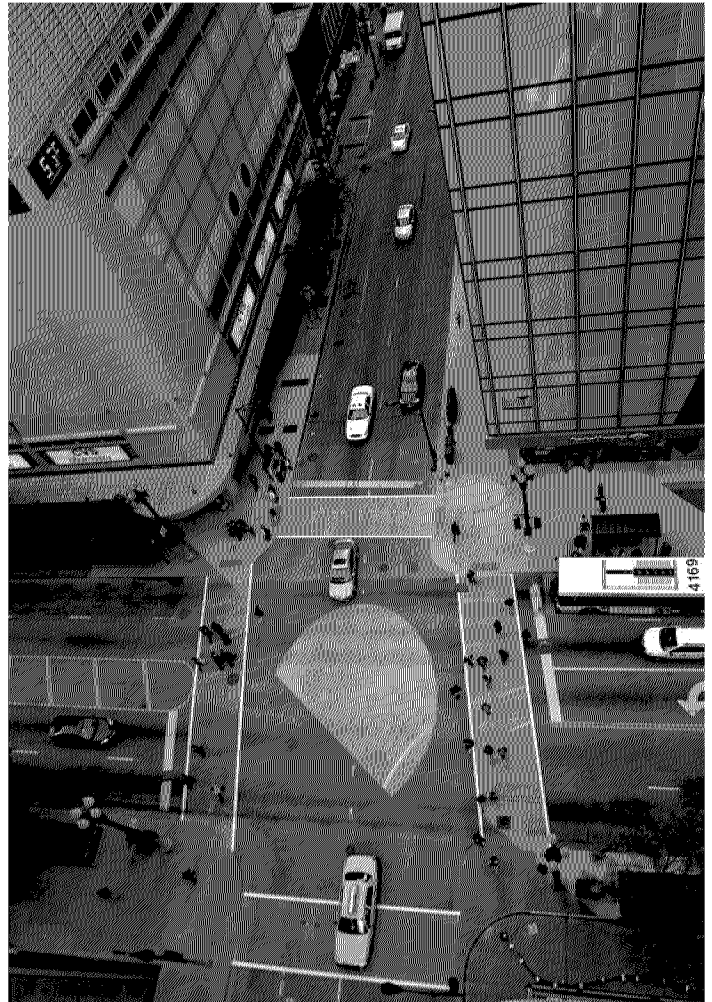
"Color Jam"

Chicago, IL

Artist: Jessica Stockholder

Budget: \$500,000 [\$250,000 for materials]

This work filled the intersection of the streetscape with color applied with 76,000 square feet of adhesive vinyl and vinyl scrim. The volume of color intersecting the intersection was accommodating to the city's grid structure, and at the same time at odds with it. June 5 – September 2012.



STORMWATER INFRASTRUCTURE

- murals/paintings at storm drains
- detention ponds
- rainwater collection systems

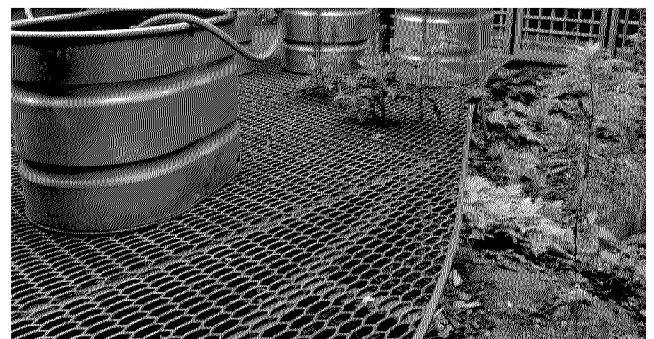
“Rain Yard”

Philadelphia, PA

Artist: Stacy Levy

Budget: \$75,000

Rain Yard shows every part of the rain’s journey. Blue spiraling gutters carry rainwater from a major roof drain into the rain garden and allow it to pour over native plants below. There, the water can slowly soak into the soil providing moisture to the plants. In dry weather, the piece can be activated by pumping collected rainwater from a cistern into a gutter and hoses to experiment with water and how it filters over a variety of surfaces sampled in galvanized troughs: concrete, asphalt, gravel, lawn and meadow. This piece is built for human and weather interaction.



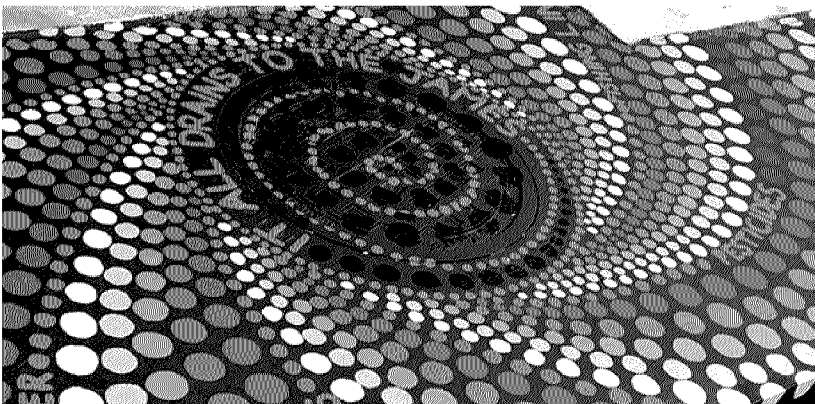
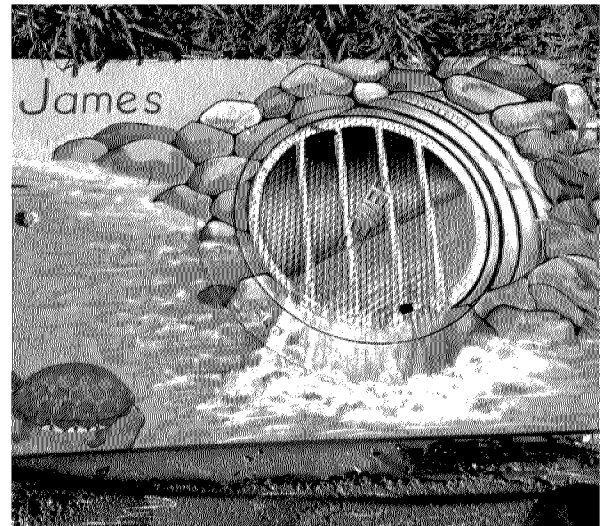
"Storm Art Drain Project"

Richmond, VA

Artist: various

Budget: \$400 to each artist selected, at locations around the city

Rain Yard shows every part of the rain's journey. Blue spiraling gutters carry rainwater from a major roof drain into the rain garden and allow it to pour over native plants below. There, the water can slowly soak into the soil providing moisture to the plants. In dry weather, the piece can be activated by pumping collected rainwater from a cistern into a gutter and hoses to experiment with water and how it filters over a variety of surfaces sampled in galvanized troughs: concrete, asphalt, gravel, lawn and meadow. This piece is built for human and weather interaction.



Indigenous peoples and lands

Fifteen miles west of Grand Rapids lies the edge of the Leech Lake Band of Ojibwe Reservation. The region has a long Ojibwe history and public art could amplify and highlight the culture, voices, and stories of Native Americans - past, present, and future. Additionally, Native artists should lead public art projects throughout the city. Many signs around town have Anishinaabe language on them, and projects such as this could continue to strengthen the connections between Grand Rapids and the Ojibwe.

Science and ingenuity

This is a theme that has come up in several conversations I've had with stakeholders across the city. The name of the City itself comes from its location on the Mississippi River, which has been an important part of the city's history in logging and paper milling. As part of the Iron Range, Grand Rapids has also been involved in utilizing innovative techniques in mining, forestry, and water technologies. This theme could be utilized to highlight a variety of points of Grand Rapids' history and future, as well as in the artwork itself [e.g. movable sculptures, interactive artworks using sensors, audience activated works].

Pride in place

What makes Grand Rapids great? How does it feel to live, work, and play here? How does someone know that they belong? A sense of belonging leads to having pride in the place where one lives, which then leads to happiness. Public art can celebrate what it means to live in Grand Rapids, highlight assets of the community, city, and region, and promote physical and emotional connections between people and place.

Natural resources

As noted when entering Grand Rapids, "It's in Minnesota's Nature". The city is surrounded by water. It sits on the edge of the Mississippi River, near the headwaters. There are a number of lakes in the region that attract tourists year long, and there are several lakes within city limits. Grand Rapids is also a gateway to Minnesota State Parks and Forests, as well as the Chippewa National Forest. This theme could be utilized to reconnect people to the Mississippi River where it has previously not been possible, create heightened awareness about where water comes from, and where it goes, highlight resources as the materials for artworks, as subject matter for murals and mosaics, and in wayfinding projects.

Public health

In addition to the natural resources providing economic opportunity, they additionally create

THEMES

Over the course of the year, Forecast engaged with a number of community members, asking what is important to them and where they see Grand Rapids going in the future. The themes below came out of those conversations.

opportunities for a healthier community. Public art can function as a powerful catalyst for improved mental and physical health. It can be utilized to motivate people further along a biking or walking trail, offer a place for contemplation and reflection, or promote tourism and create economic opportunities for artists in the region.

Social cohesion

The GRMN Creates document points out some challenges that the city faces - racial tensions, geographic disconnections, and economic disparities. These are real challenges that require innovative solutions. Public art can bring people together around an issue and create civic dialogue. A sculpture can create opportunities for people to interact with one another. An artist designed bench can create a place for people to sit and get to know one another. Murals, light, and sound artworks can tell a diverse range of stories and promote social cohesion.

Regional hub/resource center

Grand Rapids is the largest city in Itasca County, as well as the County Seat. It has a plethora of arts and cultural organizations and institutions, a community college, rural public radio station, a counseling center, hospital, and much more [these are denoted in more detail in GRMN Creates]. Public art can be used as a strategy to highlight resources available in Grand Rapids, and how people can benefit from them. This could happen through a series of street banners showing outcomes from resources, or it could bring people together around a shared interest in collaboration with one of the local cultural organizations.

Intergenerational activity and connections

Public art can create connections between different generations and provide opportunities for all ages to interact through easily accessible opportunities. This could be a sculpture that has sensors which plays music, and is activated by people passing through [whether by walking, or in a wheelchair, or another form of movement]. Or it could be different generations coming together to tell each other's stories through photography, music, or story gathering, which could become a storefront display or featured on banners around the city.

Neighborhood identity

Public art can highlight the unique identities of the neighborhoods throughout Grand Rapids. What are the characteristics of each neighborhood that can be displayed? How would someone know which neighborhood they are in when driving through Grand Rapids? This could take the form of street banners, entry gateways, or branded wayfinding elements throughout neighborhoods within the city.

SITE DESIGN CONSIDERATIONS WORKSHEET

Site Name:

Address:

Site Owner Name + Contact:

Site Manager Name + Contact:

Description of Site [i.e. open surface parking lot; brick wall; etc.]:

Check all that are currently available at the site, and write any notes to describe further:

- Access to electricity
- Access to water
- Flat ground
- Cover from inclement weather
- Access to public toilets
- Garbage/recycling
- Parking
- ADA compliance
- Lighting
- Wifi/cell service
- Flat wall
- Seating
- High visibility/usage
- Other?

NOTES:



GRAND RAPIDS, MN

CALL FOR ARTISTS
Water Themed Sculptures
Public Art Opportunity

Request for Qualifications

About Grand Rapids

Grand Rapids is a unique blend of small town hospitality and character with big city conveniences and opportunities. Grand Rapids offers an excellent quality of life to residents of the region with outstanding educational opportunities, excellent medical care, exceptional cultural, natural, and recreational amenities, and an unequalled sense of community spirit. Grand Rapids provides residents safe, friendly, affordable housing and inclusive neighborhoods that retain and enhance nature in the City. Residents and visitors can move around the City with equal ease by car, bicycle, walking, or other mode of transportation. Grand Rapids welcomes and supports a diverse mix of thriving businesses and industry that provide quality jobs, promising careers, and economic vitality. Grand Rapids is a welcoming gateway to Minnesota's Northwoods tourism.

Grand Rapids, MN, population 10,869 (U.S. Census Bureau 2010), is located on the banks of the Mississippi and is the Itasca County seat. It's situated among 1,000 lakes in northeastern Minnesota. A small city known for, logging, regional services, the arts, and its Native American and settler cultures — Grand Rapids is a place of many narratives. Grand Rapids is predominately white (96.5%), with Native American (3.1%), Latino (1.2%), Black (1.1%), and Asian (.9%) racial and ethnic minorities (U.S. Census Bureau 2010). Fifteen miles west of Grand Rapids lies the edge of the Leech Lake Band of Ojibwe Reservation, and Native Americans are also the largest racial/ethnic minority in Itasca County (4.9%). The City's name hails from its 3.5-mile stretch of rapids (now replaced by a dam from the UPM Blandin Paper mill). Whereas much of the "Iron Range" region historically focused on mining, Grand Rapids emerged as a

logging town. The Mississippi provided an optimal means of shipping logs to southern population centers. The hydropower generated by the rapids attracted UPM Blandin's predecessor in 1902.

Grand Rapids Arts + Culture Commission

The City Council established the Arts and Culture Commission in 2013. It currently functions as a volunteer commission, reporting to City Council, with nine members and a city staff liaison. Commissioners are selected by Council and serve a three-year term. The Grand Rapids Arts and Culture Commission envisions a community inspired by the power of its abundant arts and culture. They believe:

- the arts pave the way to a welcoming environment for all regardless of age, race, ethnic origin, gender and sexual orientation
- arts and culture combined with recreational opportunities define Grand Rapids as a regional creative destination for relocation, shopping, tourism and entertainment
- the arts contribute to health and well-being by creating aesthetically pleasing places to walk, bicycle, hike and play
- engagement in the arts helps vulnerable populations build confidence, cope with stress and aid with healing
- carefully planned and artistic street design contributes to a vibrant downtown and accommodates all modes of transportation helping to make movement accessible to all
- the beauty of the natural environment of the Mississippi River, lakes and forests is a defining and valued characteristic of our community
- accessible, quality arts educational opportunities cradle through career and on through retirement, are essential to the development of a creative community
- communities with robust arts and culture are more prosperous and attract large and small businesses, reward entrepreneurship, and provide meaningful careers to residents

Water-Themed Sculpture Project

The Arts + Culture Commission received a Downtown Business Corridor Grant from the MN Department of Iron Range Resources and Rehabilitation to create a highly visible and creative project that creates excitement, encourages citizen engagement, and generates visible improvements. The A+C Commission projects will consist of three water-themed sculptures, and one mural with a theme that considers the natural environment. **This Request for Qualifications is for the three water-themed sculptures.**

Water plays a critical role in the community's quality of life—from the Mississippi River, to the many lakes in the region—it is an important factor in public health and safety to recreation and beauty. In addition, it is important to honor the significance that water has had for our region's diverse communities and, in particular, critical for Ojibwe and Dakota people, who understand that "water is life". Knowing what a watershed is, where our water comes from and goes to,

and how we can each play a role in preserving its function and value is important, but rarely understood.

The Commission would like to use this public art initiative to raise awareness of the many water resources to Grand Rapids, and everyday actions citizens and businesses can take to improve water quality in these resources.

One artist will be commissioned to create three sculptures which will be sited throughout the city [see following pages for location maps].

Please see the following pages for more information regarding the project.

Request for Qualifications (RFQ)

The Grand Rapids Arts and Culture Commission is facilitating the design and creation of water-themed sculptures to be located throughout the city. Artists are hereby invited to submit qualifications to be considered to participate in the design phase for the public art opportunities described below.

The Arts and Culture Commission will review eligible applications and select a group of up to three finalists/finalist teams to invite to Grand Rapids for an in-person interview. Each artist/team will receive a stipend of \$750 to cover fees associated with design and travel to in-person interviews. Further information will be provided to the finalists.

Upon completion of an in-person interview, one artist/artist team will be commissioned to develop, fabricate, and install three permanent artworks. Additional requirements will be outlined in instructions to finalists. Please see the following timeline for further details.

Budget: \$30,000

The budget for all three sculptures is \$30,000. The selected artist/team can determine the budget for each artwork, as long as the total for all expenses does not exceed this amount (must include all fees, materials, transportation, installation, storage, permits, and insurance). More information about the sites will be made available to the selected artist[s].

Site Information

Sculptures will be located at three pre-selected sites in Downtown Grand Rapids.

Location 1: the NE corner of NW 3rd Ave and NE 5th St.



Location 2: the SE corner of NW 1st Ave and NE 5th St.



Location 3: NE corner of NE 1st Avenue and Itasca Street



Selection Criteria

Phase 1: Selection of artist/designers will be based on the following criteria:

- Quality of letter.
- Quality of work samples.
- Ability of artist/team to successfully complete projects based on bio and prior work experience.

Phase 2: Design concepts must meet the following criteria:

- Design concepts are engaging, interactive in some way, and evoke curiosity of passers-by either through color, movement, material, whimsicality, or other considerations.
- Artworks highlight where water comes from, either physically or spiritually, and consider natural processes in some way.
- Artworks are considerate of all seasons in MN, are considered safe and low maintenance, and consider lighting.
- The three artworks act as a series, and tell a story together. One sculpture will be of a larger scale than the other two.
- Artworks convey artistic excellence and innovation.

Additional considerations:

- Art should be welcoming, accessible and appropriate to the site.
- Artists should address how they would work with the Arts and Culture Commission to engage the community in some way.
- Artist must be willing to work with an early-career artist.

Eligibility

- Applicants must be experienced visual artists or artist-led teams residing in the state of Minnesota, with special preference given to artists from Northern MN.
- Applicant must provide evidence of producing at least two commissioned public art projects of a similar scale and budget within the past ten years.

We are committed to a policy of providing opportunities to people regardless of economic or social status and will not discriminate on the basis of race, color, ethnic origin, national origin, creed, religion, political belief, sex, sexual orientation, marital status, age, veteran status, or physical ability.

Selection Process Overview

The Arts and Culture Commission will review applications and select artists or teams to

participate in the design phase. Each artist/team will be paid a stipend of \$750 to prepare design concepts. Deliverables include graphic depictions of the proposed artwork and a brief narrative description. Artists/teams will have approximately **six weeks** to prepare preliminary concepts, including the presentations to the Arts and Culture Commission.

Schedule

- October 3, 2018 – RFQ announced
- October 29, 2018 – Deadline for RFQ submission; all required materials must be received by 4PM CST.
- November 6, 2018 – Committee review and selection of 3 finalists
- November 26, 2018 – City Council approves contracts with selected artists/teams for preliminary designs
- January 8, 2019 – Preliminary design concepts presented to Arts + Culture Commission
- January 28, 2019 – City Council approves final contract with selected artist or team. Commence design development.
- April 2019: Based on approval of final design, artist/team commences with fabrication
- October 2019: projects installed/project completion

Required Submission Materials (in digital format only)

Please provide the following text in 12-point font, in a single PDF document:

- Contact information for lead artist and, if applicable, all team members
- Three references (contact information only) for recently completed projects
- One-page letter describing interest in project and approach to design; please include statement addressing eligibility criteria
- One-page listing of each work sample; please provide a brief description and budget for each work sample
- One-page biographical information or resume; if you have multiple team members, please keep biographical information for each team member to one page
- Work Samples: Up to 10 digital images of your recent and relevant projects. Individuals and teams are limited to 10 images maximum. Save all images as standard JPEG and label each with applicant's full name and number in sequence corresponding with list of work samples.

NOTE: Do not submit a proposal for artworks at this time.

Please submit all RFQ materials via email to: tpagel@ci.grand-rapids.mn.us. All materials must be received by **4 p.m., CST, Monday, October 29, 2018**. No RFQs will be accepted after this time. If you need clarification or further information, contact Tom Pagel, City Administrator at: tpagel@ci.grand-rapids.mn.us or 218.326.7626

SAMPLE ARTIST COMMISSIONING CONTRACT

This contract from Americans for the Arts includes annotations for each section, to explain certain elements and their purpose in the document.

[LONG FORM] AGREEMENT FOR COMMISSION OF PUBLIC ART WORK [PRIVATE — NON-AGENCY]

THIS AGREEMENT, is entered into this ____ day of _____, 20____, by and between [name of commissioning private entity], [state of incorporation if corporate entity], (hereinafter the “Owner”) with offices at _____ and [artist’s name or artist’s name d.b.a. business name] (hereinafter, “Artist”) with offices at _____.

WHEREAS, the Owner requires the services of an artist to create a work of art (hereinafter the “Artwork” in a public space located at _____ (hereinafter the “Site”); and

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Artwork;

WHEREAS, the Owner has selected the Artist based upon the Artist’s work and qualifications; and

WHEREAS, the Artist and the Owner wish to perform under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the parties agree as follows:

- a. “Agency” shall mean (whichever department or city agency is mandating the requirement such as Los Angeles Redevelopment Agency, San Francisco Department of City Planning, etc.)
- b. “Artist” shall mean: NAME. Where there is more than one Artist, all Artists shall be referred to collectively as “Artist.” If Artist is comprised of two or more individual persons or entities, each individual person or entity shall be jointly and severally responsible for satisfying Artist’s obligations under this Agreement, and each individual person or entity shall be liable for the acts and omissions of every other individual person or entity comprising Artist.
- c. “Artwork” shall mean the work of art designed by Artist for the Site under the terms of this Agreement, as described and defined in Artist Proposal, to be attached as Appendix A upon completion of Phase I, Conceptual Design, of the Services to be Provided by Artist.

Article 1 Scope of Services

1.1 Artist’s Obligations

- a. The Artist shall perform all services and furnish [all supplies, material and/or work equipment (specify if not all)] as necessary for the design, fabrication, transportation and installation of the Artwork. Services shall be performed in a professional manner and in strict compliance with all terms and conditions in this Agreement.
- b. The Artist shall determine the artistic expression, design, dimensions and materials of the Artwork, subject to review and acceptance by the Owner and any regulatory agencies with project oversight, as set forth in this Agreement. The Artist will do so in a manner that ensures that the Artwork as installed shall not interfere with the intended use of the Site, pedestrian and other traffic flow, parking, safety devices and procedures, and other needs and functions of the site as defined by Owner and/or ordinance prior to the development of a design by the Artist

- c. The Artist shall prepare the design concept described in Section 1.3 of this Agreement.
- d. The Artist shall complete the fabrication, transportation and installation of the Artwork by the scheduled dates as provided in Section 1.4(b)(i) of this Agreement.
- e. The Artist shall secure any and all required licenses, permits and similar legal authorizations at the Artist's expense as may be necessary for the installation of the Artwork at the Site.
- f. The Artist shall arrange for the transportation and installation of the Artwork in coordination with Owner. If the Artist does not install the Artwork himself, Artist shall supervise and approve the installation. Prior to the installation of the Artwork, Artist shall inspect site to ensure that it is ready to accept the artwork and compliant with the specifications provided by the Artist. Artist shall notify Owner of any perceived conflict, defect or non-compliance with specifications. All work shall be performed by qualified professionals and by licensed contractors as required by law.
- g. Artist shall provide required insurance in amounts and limits specified in Article 5 and Exhibit C.
- h. Artist shall provide a list of all subcontractors along with a copy of the agreement between the Artist and each subcontractor.
- i. Artist shall provide a maintenance manual with a description of all materials, processes and products utilized in the Artwork and the required care and upkeep involved, as well as recommended procedures in the event of necessary conservation.
- j. Artist shall provide a set of "as built" drawings if there is significant deviation from approved and permitted construction documents.
- k. Artist shall provide photographic documentation of the Artwork in a format acceptable to Artist and Owner.
- l. Artist shall be available with reasonable advance notice for a reasonable number of meetings required to coordinate design and project implementation, ceremonies and the like, as necessary.

1.2 **Owner's Obligations**

- a. The Owner shall perform all obligations in strict compliance with all terms and conditions in this Agreement.
- b. The Owner shall be responsible for providing the Artist, at no expense to the Artist, copies of existing designs, drawings, reports, list of required permits, and other existing relevant data, if any, which is needed by Artist in order to perform.
- c. The Owner shall be responsible for compliance with all applicable laws and regulations, including but not limited to zoning or environmental regulations, and prior to Artist's development of design, shall provide to the artist in writing an explanation of any specific limitations imposed by such laws and/or regulations that may impact the Artwork including the policies, guidelines and approvals required by regulatory or oversight agencies such as a cultural affairs office.
- d. The Owner shall prepare the Site in accordance with the specifications detailed in the approved design concept in Section 1.3 of this Agreement. The Owner shall be responsible for [all expenses, labor and equipment (specify if not all)] to prepare the Site for the timely transportation and installation of the Artwork. The Owner shall complete the Site preparations by the scheduled installation date as provided in Section 1.4(b)(i) of this Agreement or shall contact the Artist in writing informing him or her of any delays.
- e. The Owner shall provide and install a plaque on or near the Artwork containing a credit to the Artist and a copyright notice substantially in the following form: Copyright © [Artist's name, date of publication]. If the plaque is to be placed on the Artwork or Artwork pedestal, it should be done in consultation with the Artist.
- f. The Owner shall not permit any use of the Artist's name or misuse of the Artwork which would reflect discredit on the Artist's reputation as an artist or which would violate the spirit of the Artwork, should such use or misuse be within the Owner's control.

Discussion

The roles of the Artist, Owner and any agents, (such as architects, structural engineers or general contractors) should be defined in detail. The traditional role of the Artist is that of a designer, fabricator, installer, and supervisor.

This Agreement assumes that the Artist will furnish the materials and will arrange the transportation and installation of the Artwork. The nature of a particular agreement may define different obligations. For example, the Parties may arrange that the general contractor for the project fabricate and install the Artwork under the Artist's supervision.

For major construction projects, the Parties will likely require the services of architects, engineers, general contractors or landscape architects. This agreement should specify whether the Owner or the Artist engages such experts, and the obligations of such experts should be specified in a separate Agreement.

Under Section 1.2(d), the Owner is responsible for preparation of the Site and all costs associated therewith. However some of these costs may be included in the budget described in Section 1.4(a) of this Agreement. The Parties should clearly state the duties and costs each assumes in relation to the Site preparation.

This Agreement assumes that the Artist will comply with the applicable laws and regulations, once advised by the Owner as to what is required and that the Artist will secure the required licenses, permits and similar legal authorizations. As the Owner is more likely to be familiar with such requirements, the Owner should advise the Artist regarding such matters and should verify with the permitting authority exactly what permits and or legal authorizations will be required. The artist may not have familiarity with the laws and regulations of the City and ultimately because it is private property, the Owner would be responsible. The Parties may instead arrange for a third party agent familiar with the process to research the laws and secure the required permits.

1.3 Design

a. Concept/Schematic

- i. The Artist submitted a design concept/schematic (the "Design") which was selected and approved by the Owner. The Design shall be attached to this Agreement as Exhibit A.

b. Approval

- i. Within [] days after the execution of this agreement, the Owner shall notify the Artist if Owner requires any revisions to the Design in order to comply with any applicable laws, ordinances and/or regulations or for other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the Design.

c. Final Design

- i. Upon approval of the schematic design by Owner, Artist is authorized to proceed with Final Design which shall include the following: presentation quality materials, which shall include colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how it will be installed at the Site, mock-ups, final color and materials samples, proposed fabrication methods, feasibility studies and final cost estimates at design completion. When used in reference to the proposed Artwork, Final Design Documents shall fix and describe the size and character of the Artwork with respect to its relationship to the Site, including architectural, structural, mechanical and electrical systems, materials and other elements as may be appropriate.

d. Final/Construction Documents

- i. Artist shall submit Construction Documents for construction and/or installation of the proposed Artwork as approved, which must be signed and stamped by design professionals licensed in the State of California, as required by the California Uniform Building Code and any local government amendments to the Building Code.
- ii. Artist shall deliver Marquette (computer model or otherwise as agreed to by both parties) and color and material samples.
- iii. Artist shall review Architect's Design Development and/or Construction Documents for accuracy of the integration of Artist's Proposal within the Site and provide the Owner

- with written comments and/or corrections.
- iv. Artist shall provide a detailed description of future maintenance requirements for the Artwork. The Artist shall present the Design to a qualified conservator, who will make recommendations on the maintenance of the Artwork, and the Artist shall provide a written copy of the conservator's recommendations to the Owner. The conservator's report will indicate future maintenance and conservation needs and anticipated costs and may reflect issues such as the longevity of the materials used and the life span of the project. (see below)
 - v. Artist shall deliver a schedule describing Artist's specific timelines for completing the Artwork.

OR

a. Concept/Schematic

- i. The Artist shall visit, examine, research and consider the Site and surrounding area. If applicable, the Artist shall also consult with representatives of the community and collaborate with the project design team to consider their input and concerns.
- ii. Within[] days of the execution of this Agreement the Artist shall submit to the Owner the design concept (the "Design") in the form of [detailed color drawings, models, and/or other documents] as are required to present a meaningful representation of the Artwork.
- iii. The Conceptual Design: The Proposal at Conceptual Design shall include:
 1. Drawings (in plan and elevation) and/or 3-dimensional models, proposed materials and samples, colors, finishes, textures and patinas, the specific location and orientation of the Artwork relative to the site and a written description of the Artwork in sufficient detail that Artist's design intent is clearly expressed.
 2. Budget for the cost of design, fabrication, insurance, transportation and installation of the Artwork with documentation of the sources and/or assumptions upon which the Budget figures are based regardless of whether these services are provided by Artist, Artist's subcontractors or by third parties under a separate agreement. Budget shall also reflect the costs associated with any onsite project manager or staff to ensure that Artwork operates properly as installed at the Site.

b. Owner Approval

- i. Within [____] days after the Artist submits the Design, the Owner shall notify the Artist whether it approves or disapproves of the Design. The Owner shall have discretion in approving outright or with conditions, or rejecting the Design. The Owner shall notify the Artist of any revisions to the Design as are necessary for the Artwork to comply with any applicable laws, ordinances and/or regulations and other reasons including, but not limited to, ensuring the physical integrity of the Artwork or its installation at the Site. If agreed upon by both parties, such revisions will become a part of the accepted Design.
- ii. If the Owner disapproves of the Design, the Owner will submit to the Artist in writing the reasons for such disapproval. In such event, the Artist will submit a Revised Design within [____] days after the Owner has notified the Artist of its disapproval. The Artist [will] [will not] be paid an additional fee for the Revised Design.
- iii. The Revised Design will reflect changes made to address the Owner's stated reasons for disapproval, as well as any adjustments in the budget or schedule that may be necessary. The Owner shall notify the Artist in writing whether it approves or disapproves of the revised Design within [____] days after the Artist submits the revised design.
- iv. If the Artist refuses to revise the Design pursuant to Section 1.3(b)(ii), or if the Artist fails to adequately revise the Design in the judgment of the Owner, this Agreement shall terminate and the parties shall be under no further obligation to each other as of the date of such termination. The effective date of termination shall be the date the Owner submits its written disapproval of the Revised Design to the Artist. The Owner shall submit to the Artist a written termination notice with the disapproval. The termination notice shall

advise the Artist that this Agreement has been terminated pursuant to this Article. The termination notice shall notify the Artist that the Artist is entitled to retain the compensation paid prior to the termination date, and that the Parties are under no further obligation to each other. The termination notice shall confirm that the Artist shall retain ownership of all Designs, Revised Designs and renderings thereof submitted hereunder.

c. Design Revision or Modification

- i. Prior to the execution of any change in the approved design, Artist shall present proposed changes in writing to the Owner for further review and approval. The Artist must provide a detailed description of any significant changes in the artistic expression, design, dimensions and materials of the Artwork that is not permitted by nor in substantial conformity with the already approved design. Such notice will also include a detailed description of any additional costs that may be incurred or changes in the budget. A significant change is any change which materially affects installation, scheduling, site preparation or maintenance of the Artwork or the concept of the Artwork as represented in the Design.
- ii. If the Owner approves the changes, the Owner shall promptly [] notify the Artist in writing.
- iii. If the Owner disapproves of the changes, the Owner shall promptly notify the Artist in writing and the Artist shall continue to fabricate the Artwork in substantial conformity with the Design.
- iv. The Artist's fee shall be equitably adjusted for any increase or decrease in the Artist's cost of, or time required for, performance of any services under this Agreement as a result of revisions made to the Design under Section 1.6(a). Any claim of the Artist for adjustment under this paragraph must be asserted in writing within ___ days after the date of the revision by the Artist. These additional costs should be indicated at time proposed changes are submitted

Discussion

Paragraph c (i) acknowledges that the artwork may evolve as the design progresses or may need to be modified in response to changes to the site or architectural design.

Any change to the accepted proposal must be documented in writing and submitted to the Owner for review and approval.

The Artist should retain any receipts, invoices, a journal, or other documents illustrating any additional expense incurred as a result of the revisions. The date of the revision should be defined clearly.

d. Design Development Documents

- i) Design Development Materials and Documents shall incorporate the further development and refinement of the Proposal. Budget and Maintenance Report developed under Conceptual Design.
- ii) Design Development shall include presentation quality materials, which shall include colored drawings or computer-generated color images (in plan and elevation) and/or 3-dimensional models that accurately reflect the Artwork and how it will be installed at the Site, mock-ups, final color and materials samples, proposed fabrication methods, feasibility studies and final written cost estimates from fabricators, suppliers and other sub-contractors at design completion. When used in reference to the proposed Artwork, Design Development Documents shall fix and describe the size and character of the Artwork with respect to its relationship to the Site, including architectural, structural, mechanical and electrical systems, materials and other elements as may be appropriate. The Design must provide sufficient detail to permit the Owner to ensure compliance with applicable local, state or federal laws, ordinances and/or regulations
- iii) Artist and Artist's structural engineer and fabricator shall review all Design Development

drawings, materials and documents for consistency and constructability, and report any engineering, structural concerns, or constructability concerns to the Owner. Modifications to the design necessitated by this review shall be submitted and approved by the Owner prior to beginning the production of Construction Documents and incorporated therein

- iv) Maintenance Plan. At the time Artist submits Artist's design for review by the Owner and as part of the Design Development Documents, Artist shall provide the Owner with a General Maintenance Plan for the Artwork, with a detailed description of future anticipated maintenance requirements; a recommended maintenance schedule; anticipated and required care and/or replacement/upgrade of any part of the Artwork and associated moving parts or equipment including any staff time involved in displaying or operating artwork and the frequency of such staff involvement; and written instructions and manufacturer's specifications for reasonably foreseeable maintenance and preservation activities relating to the Artwork. Artist shall also provide Owner with a description of all equipment and or machinery needed to operate the project (if applicable) and any anticipated or required staffing, supervision or operational needs. The Artwork must be durable, taking into consideration that the Site may be an unsecured public space that may be exposed to elements such as weather, temperature variation, and considerable movement of people and equipment. Artist shall ensure that all maintenance requirements will be reasonable in terms of time and expense. The Artist shall be responsible for making any updates or clarifications to this Maintenance Plan if the maintenance requirements and estimates change over the course of the design, fabrication and/or installation of the Artwork.

e. Final/Construction Documents:

- i. Construction Documents for construction and/or installation of the proposed Artwork as approved, which must be signed and stamped by design professionals licensed in the State of _____. These drawings and supplementary documents shall indicate any issues or coordination involved in the construction, integration and _____ operation of the artwork as well as any third party subcontractors needed to work on the project. If the design contains lighting, media and/or purchased forms of hardware, computers or software programs that are an intrinsic aspect of the artwork, each must be identified
- ii. Artist shall deliver Mock-ups and Samples, as required by Owner
- iii. Artist shall review Architect's Design Development and/or Construction Documents for accuracy of the integration of Artist's Proposal within the Site and provide the Owner and Architect with written comments and/or corrections.
- iv. Where appropriate, the Artist shall present the Design to a qualified conservator, who will make recommendations on the maintenance of the Artwork and the Artist shall provide a written copy of the conservator's recommendations to the Owner. The conservator's report will indicate future maintenance and conservation needs and anticipated costs and may reflect issues such as the longevity of the materials used
- v. Artist shall deliver a schedule describing Artist's specific timelines for completing the Artwork.

Discussion

In the Design or Revised Design, the Artist addresses structural considerations, surface integrity, permanence, and protection against theft and vandalism. If the Artwork is designed to be site-specific, the Artist should also include in the description any part of the surrounding area or site which is to be considered part of the Artwork.

The Owner will require that any structural drawings be certified by a qualified engineer, licensed by the state and paid by the Artist as part of the design cost, stating that the Artwork will be of adequate structural

integrity (including foundation loads, wind loads, and potential live loads). Such drawings will conform to all applicable federal, state and local laws and regulations. Drawings must comply with standards as defined by permitting authorities as required or be redesigned and resubmitted at no additional cost to the Owner,

1.4 Budget, Payment and Deliverables Schedule

a. Budget

- i. The Artist shall prepare a budget, which shall include all goods, services and materials with such costs itemized. The Budget shall be attached to this Agreement as Exhibit B.
- ii. Budget shall mean a specific and detailed document identifying the cost of completion of all work under this Agreement, including all modifications. The Budget shall include the costs for all design fees and costs; preliminary and final engineering requirements; materials and labor for fabrication, including Artist and subcontractors' costs; consultants, including engineers and specifications writers; transportation of Artwork; installation of Artwork, including any necessary permits; permits and licenses; required insurance; any sales tax; and a 5% to 10% contingency allowance. Calculation of the budget will take into consideration the possible inflation of service and material costs between the date of execution of this Agreement and the anticipated completion date.
- iii. If the Artist incurs costs in excess of the amount listed in the budget, the Artist shall pay such excess from the Artist's own funds unless the Artist obtains approval in writing for such additional costs from the Owner (or such costs were the result of actions or inaction of the Owner).
- iv. Payment Schedule
- v. Artist's completion milestones and payment schedule is as set forth in Exhibit C, Payment Schedule, which is incorporated herein by reference

Discussion

The budget includes itemized costs for the artist's creative resources and specific design(s), materials, the applicable sales tax for such materials; off-site fabrication costs; the Artist's time for coordination, fabrication, supervision of the installation; fees for required licenses, permits, and similar legal authorizations; fees for the labor of assistants; itemized general contractor and subcontractor fees if applicable; consultants' or experts' fees (such as engineers, architects or others) if applicable; insurance; Artist's travel; transportation of the Artwork to Site; itemized installation costs; any applicable local, state or federal taxes; and a [x]% contingency to cover unforeseen costs that may arise. The contract should identify a formula for dispersing sums in the event that there are unused monies from the contingency allocation. Also there should be consideration for money for coordination with the general contractor if the project is being incorporated into new construction. Who will pay for such? Usually this comes out of the art budget if the Owner has not explicitly agreed to cover these costs. The cost of Contractor coordination should be included as a line item

This is not an exhaustive list of expenses to be included in the budget. There may be other costs depending on the nature of the project. The artist should obtain written cost estimates for all of the components of the project in order to develop a comprehensive and realistic budget and to ascertain that the project is feasible within the confines of the budget. It is likely that the project architect and contractor may not want to have any liability for incorrectly advising the artist about potential costs. In addition, the artist should include a 10% contingency in the event of problems, changes or other unanticipated costs. The project architect/contractor, if there is one, should advise the Artist on the possible range of some of the costs as well as vendor sources and costs for displaying the Artwork such as framing, lighting, footing, pedestals, seismic retrofitting, extended warranties on media components or mechanical devices. Although the budget is usually a fixed amount, it is necessary to itemize the expenses so that both the Owner and any pertinent regulatory agencies can be assured the money is being appropriately and responsibly spent and that all required costs can be covered within the limitations of the art project budget.

The Artist may be tempted to reflect conservative cost estimates in the budget, but cost overruns may be

incurred by the Artist, leaving the Artist with little to no profit, or even worse debt. Written cost estimates from fabricators and suppliers are essential to avoid this situation.

The Owner has a role in budgeting as well, including the negotiation of construction credits from the Site's budget to the Artist's budget. This budgeting function is particularly important for projects which are integrated into the construction documents and/or can be considered as value-added enhancements above and beyond standard landscape and/or structural elements. If the construction budget for the Site increases, the Owner should be responsible for negotiating whether or not the budget for the Artwork increases as well in accordance with applicable government policy mandates..

1.5 Schedule and Progress Reports

- a. The Artist shall notify the Owner of the anticipated schedule for the fabrication, transportation and installation of the Artwork, including a schedule for the submission of progress reports and inspections if any required by Owner or permitting agency . The Schedule may be amended by written agreement. The Schedule of Deliverables must identify a specific date or timeframe for the completion of the Artwork. This Schedule of Deliverables is included as Appendix C.
- b. The Artist shall inform the client of the progress of each phase of work completed under the Agreement.

The schedule should clearly state dates by which each stage, duty, or service under this Agreement ought to be completed. For example, the Artist may indicate that the Artwork will be completed by week 50 after the execution of this Agreement and that inspection for final approval of the Artwork must occur by week 51. The schedule binds both Parties, but may be adjusted upon the reasonable request of one of the Parties and the written agreement of the other. Any changes to schedules or deliverables should be documented in writing

Other parties involved in the project (such as general contractor or an architect), if any, should also receive copies of the schedule. As construction of the Site progresses, periodic coordination meetings should take place among contractor, Artist and Owner. The Parties should be required to provide a minimum of 30 days written notice of any changes to the schedule.

1.6 Fabrication Stage

- a. The Artist shall fabricate [and install] the Artwork in substantial conformity with the Design. The Artist may not deviate from the approved design without written approval of the Owner.
- b. If the Artwork is being constructed on site, the Artist shall avoid creating nuisance conditions arising out of the Artist's operations.
- c. The Owner shall have the right to review the Artwork at reasonable times during the fabrication thereof upon reasonable notice.
- d. If the Owner, upon review of the Artwork, determines that the Artwork does not conform to the approved Final Design, the Owner reserves the right to notify the Artist in writing of the deficiencies and that the Owner intends to withhold the next budget installment within [____] days of the determination as in paragraph (g) below.
- e. The Artist will have thirty days to cure the Owner's objections and will notify the Owner in writing of completion of the cure. The Owner shall promptly review the Artwork, and upon approval shall release the next budget installment. If the Artist disputes the Owner's determination that the Artwork does not conform, the Artist shall promptly submit reasons in writing to the Owner within [____] days of the Owner's prior notification to the contrary. The Owner shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether the Artist has complied with the terms of this Agreement shall remain with the Owner.
- f. The Artist shall notify the Owner in writing when fabrication of the Artwork has been completed, and that the Artwork is ready for delivery and installation at the Site if the Artwork was fabricated off-site.
- g. Prior to the transportation and installation of the Artwork, the Owner shall inspect the Artwork

within [] days after receiving notification pursuant to paragraph (f) to determine that the Artwork conforms with the Final Design: give final approval of the fabricated Artwork and; authorize the installation of the Artwork at the site. The Owner shall not unreasonably withhold final approval of the fabricated Artwork. In the event that the Owner does withhold final approval, the Owner shall submit the reasons for such disapproval in writing within [] days of examining the fabricated Artwork. The Artist shall then have [] days from the date of the Owner's notice of the disapproval to make the necessary adjustments to the fabricated Artwork in accordance with such writing. The Artist shall not be penalized for any delay in the delivery and installation of the Artwork to the Site unless the Artist has willfully and substantially deviated from the Design without the prior approval of the Owner. The Artist shall then be held responsible for any expenses incurred in correcting such deviation.

- h. The Owner shall promptly notify the Artist of any delays impacting installation of the Artwork. Any additional storage and insurance costs incurred by the Artist shall be borne by the Owner in the event that the delay is the caused by the Owner.
- i. The Artist shall be required to inspect the Site prior to the transportation and installation of the Artwork and shall notify the Owner of any adverse Site conditions that will impact the installation of the Artwork and which are in need of correction. Failure to do so by the Artist shall be deemed as an acceptance of the Site conditions.
- j. The Artist shall take reasonable measures to protect or preserve the integrity of the Artwork with the application of a protective sealant, patina or anti-graffiti coating, if applicable, unless the Owner specifically disapproves of such.

Discussion

Paragraph (h) is easily understood when delays are caused by acts of the Owner and/or Owner ' Agents. When delays are caused by third parties, i.e. unexpected street widening or sewer repair undertaken by local government, the costs of delay should be born by the Owner which is in a better position to negotiate with public agencies and would be in contact with them.

1.7 Installation

- a. Upon the Owner's final approval of the fabricated Artwork as being in conformity with the Design, the Artist shall deliver [and install] the completed Artwork to the Site in accordance with the schedule provided for in Section 1.4(b).
- b. The Artist will coordinate closely with the Owner to ascertain that the Site is prepared to receive the Artwork. Artist must notify Owner of any adverse conditions at the Site that would effect or impede the installation of the Artwork.
- c. The Artist is responsible for timely installation of the Artwork. Artist may not install the Artwork until authorized to do so by the Owner.
- d. The Artist shall be present to supervise the installation of the Artwork.
- e. Upon installation, the Artwork shall be deemed to be in the custody of the Owner for purposes of Article 3 and Article 5 of this Agreement; the Owner assumes liability for any damage to the Artwork or injury to persons or property caused by the Artwork or any activity related to the Artwork.
- f. Upon completion of the installation of the Artwork, the Artist shall provide the Owner with written instructions for the future maintenance and preservation of the Artwork. The Owner is responsible for the proper care and maintenance of the Artwork.

Discussion

Section 1.7 identifies the Party responsible for the installation. The duties and obligations of the Parties should be clearly defined.

Section 1.7(e) should only be included in this Agreement if the Artist arranges for the transportation

and installation of the Artwork as during this time the Artwork will be in the custody of the Artist. If the Owner arranges and pays for the installation, the Owner will already have custody of the Artwork prior to installation. However, even if the Owner arranges for the transportation and installation of the Artwork, the Artist should be on Site to supervise the installation to ensure proper installation in conformity with the Design. If the Artist is a member of a design team and the Artwork is constructed on the Site, the Artist's role in Site supervision, construction and installation should be described in detail and included as a contractual requirement.

The period of maintenance under Section 1.7(f) is assumed to be the life of the Artwork. However, the anticipated longevity of the Artwork may be negotiated by the Parties. For example, the Owner may require a specific lifespan or duration for the art project. The Parties may agree that the period of maintenance for the Artwork be the same as that of the project. As artists begin to use more innovative materials and techniques which have not yet been tested by time, the Parties may wish to negotiate a specified period of time for maintenance of the Artwork, such as the life of the building project, after which the Owner has the right to relocate, transfer, or destroy the Artwork. Consider also consulting legal advice regarding the federal regulation VARA (Visual Artist's Rights Act) or other state or local policies or regulations on copyright and ownership.

1.8 Approval and Acceptance

- a. The Artist shall notify the Owner in writing when all services as required of both Parties by this Agreement prior to this paragraph have been completed in substantial conformity with the Design and contract documents.
- b. The Owner shall promptly notify the Artist in writing of its final acceptance of the Artwork within [] days after the Artist submitted written notice pursuant to paragraph (a) above. The effective date of final acceptance shall be the date the Owner submits written notice to the Artist of its final acceptance of the Artwork. The final acceptance shall be understood to mean that the Owner acknowledges completion of the Artwork in substantial conformity with the Design, and that the Owner confirms that all services as required of both Parties by this Agreement prior to paragraph (c) of this section have been completed. Title to the Artwork to the Owner passes upon final acceptance of the Artwork and final payment by Owner to Artist. If a regulatory agency must approve the completed artwork, the Owner should move promptly to gain such approval as it will be a precondition to the Owner's ability to accept and approve the finished artwork from the Artist.
- c. If the Owner disputes that all the services have been performed, the Owner shall notify the Artist in writing of those services the Artist has failed to perform within [] days after the Artist submitted written notice pursuant to paragraph (a) above. The Artist shall promptly perform those services indicated by the Owner.
- d. If the Artist disputes the Owner's determination that not all services have been performed, the Artist shall submit reasons in writing to the Owner within [] days of the Owner's prior notification to the contrary. The Owner shall make reasonable efforts to resolve the dispute with the Artist in good faith. However, final determination as to whether all services have been performed shall remain with the Owner.
- e. Upon the resolution of any disputes that arise under paragraphs (c) and (d) of this Section, the Owner shall notify the Artist of its final acceptance of the Artwork pursuant to paragraph (b).

Discussion

The services to be completed prior to final acceptance are the Article 1 Obligations. It is important to resolve all disputes prior to the transfer of ownership of the Artwork from the Artist to the Owner upon Owner's final acceptance of the installed artwork. Upon transfer of ownership, Owner assumes responsibility for the insurance and maintenance of the Artwork and will be obligated to maintain the Artwork in accordance with the Artist's specifications and the applicable conservation standards as described in Section 5.2 of this Agreement. It should be noted that while the Artwork may be in custody of the Owner, title to the Artwork does not transfer to the Owner until the Owner has given final approval pursuant to Section 1.8 and made final payment to Artist

pursuant to Exhibit B

Article 2. Terms of Agreement

- a. Duration
 - i. This Agreement shall be effective on the date that this contract has been signed by both parties, and, unless terminated earlier pursuant to such provisions in the Agreement, shall extend until final acceptance by the Owner under Section 1.8(b), or submission of final payment to the Artist by the Owner under Exhibit B, whichever is later. Extension of time of performance hereunder may be granted upon the request of one party and the consent of the other thereto, which consent shall not be unreasonably withheld. Such extension shall be in writing, signed by both parties, and attached to the schedule described in Section 1.4(b)(i).
- b. Force Majeure
 - i. The Owner shall grant to the Artist a reasonable extension of time in the event that conditions beyond the Artist's control render timely performance of the Artist's services impossible or unduly burdensome. All such performance obligations shall be suspended for the duration of the condition. Both parties shall take all reasonable steps during the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. Failure to fulfill contractual obligations due to conditions beyond either Party's reasonable control will not be considered a breach of contract, provided that such obligations shall be suspended only for the duration of such conditions.

Discussion

The Parties may negotiate for an extension of the term of the Agreement upon mutual consent. The Agreement acknowledges that Force Majeure refers to conditions beyond the reasonable control of the Artist are natural disasters, labor strikes and war. These examples are merely suggestive, and not to be deemed exclusive.

Article 3. Risk of Loss

The Artist shall bear the risk of loss or damage to the Artwork until the installation of the Artwork. The Artist shall take such measures as are reasonably necessary to protect the Artwork from loss or damage. The Owner shall bear the risk of loss or damage to the Artwork prior to final acceptance only if, during such time, the partially or wholly completed Artwork is in the custody, control or supervision of the Owner or its agent(s) for the purposes of transporting, storing, installing or performing other services to the Artwork.

Discussion

It is customary for the Artist to bear the risk of loss as any services performed on or in relation to the Artwork are performed by the Artist or under the Artist's supervision. This means that the Artist is responsible for damage to the artwork, loss of artwork due to theft or accident or any other damage or loss that may occur prior to the transportation and installation of the artwork at the site. To protect against Risk of Loss, the artist may be required to obtain either Fine Arts Insurance or Risk of Loss Insurance in an amount equal to the value of the artwork. The Artist may also self insure by proving that he or she has the assets to assume full financial liability for the replacement and or re-creation of the artwork in the event of loss or damage. The Parties may agree that the Owner bear the risk of loss or damage to the Artwork prior to final acceptance if the partially or wholly completed Artwork is in the custody, control or supervision of the Owner or its agent(s) for the purposes of storing, installing on-site or performing other services to the Artwork.

Article 4 Artist's Representations and Warranties

4.1 Warranties of Title

The Artist represents and warrants that:

- a. the Artwork is solely the result of the artistic effort of the Artist;
- b. except as otherwise disclosed in writing to the Owner, the Artwork is unique and original and does not infringe upon any copyright or the rights of any person;
- c. the Artwork (or duplicate thereof) has not been accepted for sale elsewhere;
- d. the Artist has not sold, assigned, transferred, licensed, granted, encumbered or utilized the Artwork or any element thereof or any copyright related thereto which may affect or impair the rights granted pursuant to this Agreement;
- e. the Artwork is free and clear of any liens from any source whatsoever;
- f. all Artwork created by the Artist under this Agreement, whether created by the Artist alone or in collaboration with others shall be wholly original with the Artist and shall not infringe upon or violate the rights of any third party;
- g. the Artist has the full power to enter into and perform this Agreement and to make the grant of rights contained in this Agreement;
- h. all services performed hereunder shall be performed in accordance with all applicable laws, regulations, ordinances, etc. and with all necessary care, skill, and diligence;
- i. these representations and warranties shall survive the termination or other extinction of this Agreement.

1.1 Warranties of Quality and Condition

- a. The Artist represents and warrants that all work will be performed in accordance with professional “workmanlike” standards and free from defective or inferior materials and workmanship (including any defects consisting of “inherent vice,” or qualities that cause or accelerate deterioration of the Artwork) for year after the date of final acceptance by the Owner under Section 1.8(b).
- b. The Artist represents and warrants that the Artwork and the materials used are not currently known to be harmful to public health and safety.
- c. The Artist represents and warrants that reasonable maintenance of the Artwork will not require procedures substantially in excess of those described in the maintenance and preservation recommendations submitted by the Artist pursuant to Section 1.7(f).
- d. If within [one] year the Owner observes any breach of warranty described in this Section 4.2, the Artist shall cure the breach promptly, satisfactorily and consistent with professional conservation standards, at no expense to the Owner. The Owner shall give notice to the Artist of such breach with reasonable promptness. However, if Artist did not disclose this risk of breach in the Proposal and Maintenance and Conservation manual, and if breach is not curable by Artist, the Artist is responsible for reimbursing the Owner for damages, expense and loss incurred by the Owner as a result of the breach of warranty. However, if the Artist disclosed the risk of this breach in the Proposal and maintenance and conservation manual and the Owner accepted that it may occur, as indicated by the written final acceptance of the artwork, it shall not be deemed a breach for purposes of this Section 4.2 of this Agreement.
- e. If after [(one)] year the Owner observes any breach of warranty described in this Section 4.2 that is curable by the Artist, the Owner shall contact the Artist to make or supervise repairs or restorations at a reasonable fee during the Artist’s lifetime. The Artist shall have the right of first refusal to make or supervise repairs or restorations. Should the Artist be unavailable or unwilling to accept reasonable compensation under the industry standard, the Owner may seek the services of a qualified restorative conservator and maintenance expert.
- f. The foregoing warranties are conditional, and shall be voided by the failure of the Owner to maintain the Artwork in accordance with the Artist’s specifications and the applicable conservation standards. If the Owner fails to maintain the Artwork in good condition, the Artist, in addition to other rights or remedies the Artist may have in equity or at law, shall have the right

to disown the Artwork as the Artist's creation and request that all credits be removed from the Artwork and reproductions thereof until the Artwork's condition is satisfactorily repaired.

Discussion

Although a one year warranty is still the accepted standard in the field, many government agencies are starting to require a longer period of warranty. The length of the warranty should take into account the nature of the Artwork, the type of materials and methods used with respect to the Artwork, the conservation record of similar Artworks in similar environments, the period of time during which defects are likely to manifest themselves, the cost of the Artwork and the potential liability involved. Artists will require fabricators to assume warranty responsibility for their work this will impact the artist's ability to offer a specific length of warranty to the Owner. New and experimental materials and technologies present special challenges as there may not be a history of performance of many years. Owners commissioning work that involves new and experimental materials and technologies may wish to consider establishing a long-term maintenance budget using a portion of the project budget as an endowment.

The Artist's aesthetic choices and goals might be at odds with the Owner's concerns over maintenance and conservation of the Artwork. For example, the materials or equipment that the Artist chooses may be untested or unproven, or might not age in a traditional way. Thus, the Artist should provide a written disclosure of factors that may be at odds with the conservation goals in the Proposal, so that the Owner can make an informed evaluation of the impact of the Artist's choices on the standard warranties. The Owner may also wish to consult with an independent expert to evaluate the materials and techniques used in the Artwork prior to acceptance. It is particularly important for the Owner to do this in light of varying environmental conditions which may affect materials differently and possibly more adversely under some conditions than others.

Most standard fine arts insurance policies will not cover damage or loss of value sustained as a result of a defect or inherent vice in an Artwork. Defects in design and materials can result in a decrease or total loss in value of the Artwork, expenses for conservation of the Artwork to rectify defects, and even liability for personal injury.

Insurance policies will also not cover normal "wear and tear" costs on an Artwork, which are considered continuing expenses of upkeep undertaken in conservation and maintenance. Thus, the Owner should keep in mind any extraordinary conservation procedures or high-cost maintenance factors.

Article 5 Insurance

1.1 General

- a. The Artist acknowledges that until installation of the Artwork under Section 1.7(e), any injury to property or persons caused by the Artist's Artwork or any damage to, theft of, vandalism to, or acts of God affecting the Artist's Artwork are the sole responsibility of the Artist, including, but not limited to, any loss occurring during the creation, storage, transportation or delivery of the Artist's Artwork, regardless of where such loss occurs.
- b. Terms for the procurement and duration of insurance are provided in Exhibit C.
- c. Required insurance policies are described in Exhibit C.

1.2 Indemnity

- a. The Artist shall indemnify the Owner, its respective officers, agents, and employees, from any claims brought arising out of the breach of this Agreement or any negligent occurrence which occurs pursuant to the performance of this Agreement by the Artist, its subcontractors, agents or employees.
- b. The Owner shall indemnify the Artist, Artist's subcontractors, agents or employees from any claims brought arising out of the breach of this Agreement or any negligent occurrence which occurs pursuant to the performance of this Agreement by the Owner, its respective officers, agents, and employees.
- c. Each Party shall immediately notify the other of any written claim regarding any matter result-

ing from or relating to the Party's obligations under this Agreement. Each Party shall cooperate, assist, and consult with the other in the defense or investigation of any such claim arising out of or relating to the performance of this Agreement.

- d. [The indemnification shall include reasonable attorneys' fees and costs.]
- e. This indemnification shall survive the termination or expiration of this Agreement.
- f. Notwithstanding any provision of this Agreement to the contrary, no Party shall recover from a Party to this Agreement in an action, of whatever nature, in contract or tort, any consequential or incidental damages, lost profits, or any type of expectancy damages.

Discussion

Please note that the Parties under this Agreement have a mutual duty of indemnification. A Suitable compromise, if the Owner insists on broad indemnification, may be for the Artist to agree to indemnify the Owner only in the instance of an adverse judgment and/or for the Artist's liability to not exceed the limits of the liability of the insurance policies required to be maintained by the Artist under this Agreement.

Article 6 Ownership and Intellectual Property Rights

1.1 Title

Title to the Artwork shall pass to the Owner upon the Owner's written final acceptance and payment for the Artwork pursuant to Section 1.8(b) and Exhibit B.

Discussion

Should the artwork be commissioned under a mandatory obligation to a public agency, the Owner may withhold final acceptance and payment until the Agency give its approval.

1.2 Ownership of Documents

One set of presentation materials prepared by Artist and submitted to Owner under this Agreement shall be retained by Owner.

1.3 Copyright Ownership

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. §101 et seq., as the sole author of the Artwork for the duration of the copyright.

Discussion

The duration of copyright in the United States is currently the life of the Author plus 70 years.

1.4 Reproduction Rights

- a. In view of the intention that the final Artwork shall be unique, the Artist shall not make any additional exact duplicate [three]-dimensional reproductions of the final Artwork, nor shall the Artist grant permission to others to do so except with the written permission of the Owner. However, nothing shall prevent the Artist from creating works in the Artist's manner and style of artistic expression.
- b. The Artist grants to the Owner and its assignees an irrevocable license to make two-dimensional reproduction of the Artwork for non-commercial purposes, including, but not limited to, reproductions used in brochures, media publicity, and exhibition catalogues or other similar publication provided that these rights are exercised in a tasteful and professional manner.
- c. All reproductions by the Owner shall contain a credit to the Artist and a copyright notice in substantially the following form: © [Artist's name, date of publication].
- d. The Artist shall use his best efforts in any public showing or resume use of reproductions to give acknowledgment to the Owner in substantially the following form: "An original artwork owned and commissioned by the Owner."

- e. The Artist shall, at the Artist's expense, cause to be registered with the United States Register of Copyrights, a copyright in the Artwork in the Artist's name.
- f. If the Owner wished to make reproductions of the Artwork for commercial purposes including, but not limited to, tee shirts, post cards and posters, the Parties shall execute a separate agreement to address the terms of the license granted by the Artist and the royalty the Artist shall receive.

Discussion

Section 6.4 protects the Owner's legitimate interest in acquiring a unique work of art by the Artist. It prevents the artist reproducing identical artworks for others and permits the Owner to reproduce images of the Artwork for noncommercial purposes. At the same time, the artist has the right to create future artworks that include the style, form, "feel," and themes embodied in the Artwork.

Copyright is a property right that can be negotiated between the Parties. If the Owner expects to own the copyright, this should be subject to reasonable compensation for any assignment of right(s). The Artist should, at minimum, retain an irrevocable license to reproduce and display the Artwork in two-dimensional mediums and for incorporation into his portfolio or for exhibitions, [and perhaps also a license to create derivative artworks.]

Additional examples of non-commercial two-dimensional reproductions are reproductions in art, architecture and trade association publications.

Should the state in which the Artwork is located have a resale royalty provision in state law (as in California for instance) the Owner is obligated to determine the appropriate royalty, if any in accordance with state law. If Owner sells the Artwork as a fixture to real property, and if the resale value of the Artwork is not itemized separately from the value of the real property, the parties agree that the resale price of the Artwork shall be presumed to be less than the purchase price paid by Owner. Thus, Owner has no obligation to pay resale royalties pursuant to California Civil Code §986 or any other law requiring the payment of resale royalties. If Owner sells the Artwork as an individual piece, separate from or itemized as part of a real property transaction, Owner shall pay to Artist a resale royalty to the extent required by California Civil Code §986, based upon the sale price of the Artwork.

Article 7 Artist's Rights

1.1 General

- a. The Artist retains all rights under state and federal laws including §106A of the Copyright Act of 1976.
- b. The Owner agrees that it will not intentionally alter, modify, change, destroy or damage the Artwork without first obtaining permission from the Artist. The Owner further agrees to take reasonable measures to avoid these from occurring from the gross negligence of the Owner, its representatives, or employees pursuant to the federal Visual Artists' Rights Act.
- c. If any alteration or damage to the Artwork occurs, the Artist shall have the right to disclaim authorship of the Artwork in addition to any remedies he/she may have in law or equity under this contract. Upon written request, the Owner shall remove the identification plaque and all attributive references to the Artist at its own expense within [] days of receipt of the notice. No provision of this Agreement shall obligate the Owner to alter or remove any such attributive reference printed or published prior to the Owner's receipt of such notice. The Artist may take such other action as the Artist may choose in order to disavow the Artwork

Discussion

The protections afforded by the Visual Artists' Rights Act apply to discrete art objects. The applicability of the Visual Artists' Rights Act to object that are integrated into the Site is determined of a case-by-case basis. The Visual Artists' Rights Act states:

“The author of an Artwork of visual art shall have the right:

- 1. to claim authorship of that Artwork, and to prevent the use of his or her name as the author of any Artwork of visual art which he or she did not create.*
- 2. to prevent the use of his or her name as the author of the Artwork of visual art in the event of a distortion, mutilation, or other modification of the Artwork which would be prejudicial to his or her honor or reputation; and*
- 3. to prevent any intentional distortion, mutilation, or other modification of that Artwork which would be prejudicial to his or her honor or reputation, and any intentional distortion, mutilation or modification of that Artwork is a violation of that right; and to prevent any destruction of a work of recognized stature, and any intentional or grossly negligent destruction of that Artwork is a violation of that right.”*

Individual States may have also passed legislation independent of the Visual Artists’ Rights Act to protect the rights of visual artists. For example:

The New York Authorship Rights Act states:

“No person other than the artist or a person acting with the artist’s consent shall knowingly display in a place accessible to the public or publish a work of fine art or limited edition multiple of not more than 300 copies by that artist or a reproduction thereof in an altered, defaced, mutilated or modified form if the work is displayed, published, or reproduced as being the work of the artist, or under circumstances which would reasonably be regarded as being the work of the artist, and damage to the artist’s reputation is reasonably likely to result therefrom.”

The California Art Preservation Act prohibits intentional “physical defacement, mutilation, alteration or destruction of a work of fine art.”

In addition, if the work is to be installed, attached or incorporated within a structure, the parties should determine at the outset whether it is considered a part of the building or a separate work of art. Generally, works that are part of a building can be photographed (or otherwise represented) by third parties such as commercial photographers, film companies, and the like, without copyright violation, whereas separate works require the copyright owner’s permission to reproduce. In either case, where the artist retains the copyright, the Owner should require a broad license to reproduce the work.

1.2 Alteration of Site or Removal of Artwork

- a. The Owner shall notify the Artist of any proposed significant alteration of the Site that would affect the intended character and appearance of the Artwork. The Owner shall consult with the Artist in the planning and execution of any such alteration. The Owner shall make a reasonable effort to maintain the integrity of the Artwork.
- b. The Owner agrees not to arbitrarily remove or relocate the Artwork without first obtaining the Artist’s express permission to do so. The Artist shall not unreasonably withhold approval of removal or relocation of the Artwork. Should the Artist agree to such removal or relocation of the Artwork, the Artist shall provide the Owner with written handling instructions. In the event that the Artist is deceased or unable to otherwise give his consent, the then current owner of the copy-right of the Artwork shall not unreasonably withhold permission, keeping in mind the intentions of the Artist at the time of commission and fabrication.

OR

- a. The Owner shall notify the Artist in writing upon [adoption of a plan of construction or alteration of the Site] which would entail removal or relocation of the Artwork which might result in the Artwork being destroyed, distorted or modified. The Artist shall be granted the right of consultation regarding the removal or relocation of the Artwork. If the Artwork cannot be successfully

removed or relocated as determined by the Owner, the Artist may disavow the Artwork or have the Artwork returned to him at his expense.

- b. The Artwork may be removed or relocated or destroyed by the Owner should the Artist and the Owner not reach mutual agreement on the removal or relocation of the Artwork after a period not to exceed [90] days after written notice to the Artist. During the [90] day period, the parties shall engage in good faith negotiations concerning the Artwork's removal or relocation.
- c. In the event of changes in building codes or zoning laws or regulations that cause the Artwork to be in conflict with such codes, laws or regulations, the Owner may authorize the removal or relocation of the Artwork without the Artist's prior permission. In the alternative, the Owner may commission the Artist by a separate agreement to make any necessary changes to the Artwork to render it in conformity with such codes, laws or regulations.
- d. If the Owner reasonably determines that the Artwork presents an imminent hazard to the public, other than as a result of the Owner's failure to maintain the Artwork as required under this Agreement, the Owner may authorize the removal of the Artwork without the prior approval of the Artist.
- e. This clause is intended to replace and substitute for the rights of the Artist under the Visual Artists' Rights Act to the extent that any portion of this Agreement is in direct conflict with those rights. The Parties acknowledge that this Agreement supersedes that law to the extent that this Agreement is in direct conflict therewith.

Discussion

Section 7.2 takes into consideration that the Artwork is site-specific. Site-specific means that the Artist designed the Artwork specifically to be displayed at a particular Site and only that Site. The meaning of the Artwork is directly tied into the Site. A change in location of the Artwork may alter its meaning as imagined by the Artist or alter the Artist's statement as imbued in the Artwork or the work may be so integrally built as part of the site that to remove or alter the work is to destroy it.

The alternative paragraphs (a) and (b) of this section take into consideration that the Owner may insist on an unencumbered right to remove, relocate or destroy the Artwork to ensure that any current or future construction at the Site is not hindered.

Article 8 Artist as an Independent Contractor

The Artist agrees to perform all work under this Agreement as an independent contractor and not as an employee of the Owner. The Artist acknowledges and agrees that the Artist shall not hold himself out as an authorized agent of the Owner with the power to bind in any manner.

The Artist shall provide the Owner with the Artist's Tax Identification number and any proof of such number as requested by the Owner.

Article 9 Assignment of Artwork

The work and services required of the Artist are personal and shall not be assigned, sublet or transferred. Any attempt by the Artist to assign this Agreement or any rights, duties or obligations arising hereunder shall be void and of no effect unless prior written consent is given by the Owner. The Owner shall have the right to assign or transfer any and all of the Owner's rights and obligations under this Agreement, subject to the Artist's consent, if ownership of the Site is transferred; if the Artist refuses to give consent, this Agreement shall terminate.

Article 10 Termination

- a. Either Party may terminate this Agreement without recourse by the other where performance is rendered impossible or impracticable for reasons beyond such Party's reasonable control such as, but not limited to, acts of nature; war or warlike operation; superior governmental regulation

or control; public emergence; or strike or other labor disturbances. Notice of termination of this Agreement shall be given to the non-terminating party in writing not less than ____ days prior to the effective date of termination.

- b. The Owner may terminate this Agreement without cause upon [60] days written notice to the Artist. The Owner shall pay the Artist for services performed and commitments made prior to the date of the termination, consistent with the schedule of payments set forth in Exhibit B of this Agreement. The Artist shall have the right to an equitable adjustment in the fee for services performed and expenses incurred beyond those for which the Artist has been compensated to date under Exhibit B with allowance for documented lost opportunities, unless the parties come to a settlement otherwise. The Artist shall retain possession and title to the [studies, drawing, designs, maquettes, and models] already prepared and submitted or prepared for submission to the Owner by the Artist under this Agreement prior to the date of termination.
- c. If either party to this agreement shall willfully or negligently fail to fulfill in a timely and proper manner, or otherwise violate any of the covenants, agreements or stipulations material to this Agreement, the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party of its intent to terminate specifying the grounds for termination. The defaulting party shall have ____ days after the effective date of the notice to cure the default. If it is not cured by that time, this Agreement shall terminate.
- d. If the Artist defaults [for cause other than death or incapacitation], the Artist shall return to the Owner all funds provided by the Owner in excess of the expenses already incurred. The Artist shall provide an accounting of these expenses. All finished and unfinished drawings, sketches, photographs and other work products prepared and submitted or prepared for submission by the Artist under this Agreement shall be retained by the Artist. [The Owner [shall] retain the right to have the Artwork fabricated or executed.] However, the Artist shall retain the copyright in the Artwork and all rights under Article 7 and Article 8.
- e. Upon notice of termination, the Artist and his subcontractors shall cease all services affected.

Discussion

Failure of the Owner to an installment payment to Artist constitutes a violation of this Agreement in accordance with paragraph (e) of Article 10.

The Artist should keep accurate up to date records of track time spent and expenses incurred in performance of this Agreement in the event that a dispute arises as to the amount of compensation due to the Artist in the event of termination.

Article 11 Death or Incapacity

- a. If the Artist becomes unable to complete this Agreement due to death or incapacity, such death or incapacity will not be deemed a breach of this Agreement or a default on the part of the Artist for purposes of Article 10.
- b. In the event of incapacity, the Artist shall assign his obligations and services under this contract to another artist provided that the Owner approves of the new artist and so agrees in writing. If the Owner does not agree, the Owner may elect to terminate this Agreement. The Artist shall retain all rights under Article 6 and Article 7. The Artwork and any reproductions thereof shall contain a credit to the Artist and a copyright notice in substantially the following form: © [Artist's name, date of publication].
- c. In the event of death, this Agreement shall terminate effective the date of death. The Artist's heirs shall retain rights under Article 6 and Article 7. [The Artist's executor shall deliver to the Owner the Artwork in whatever form or degree of completion it may be in at the time. Title to the Artwork shall then transfer to the Owner. However, the Artwork shall not be represented to be the completed work of the Artist unless the Owner is otherwise directed by the Artist's heirs.]

Article 12 Notices and Documents

Notices under this Agreement shall be delivered personally or through the [registered or certified mail, return receipt requested] mail, postage prepaid, to the addresses stated below, or to any other address as may be noticed by a Party:

For the Owner:

For the Artist:

Notice shall be deemed effective on the date personally delivered or, if mailed, [three (3) days] after the postmarked date.

Article 13 Waiver

The Parties agree that a waiver of any breach or violation of any term or condition of this Agreement shall not be deemed to be a waiver of any other term or condition contained herein or a waiver of any subsequent breach or violation of the same or any other term or condition.

Article 14 Conflict of Interest

The Artist and Owner shall avoid all conflicts of interest or appearance of conflicts of interest in the performance of this Agreement.

Article 15 Arbitration

If, during the creation of the Artwork, its installation and subsequent existence, either Party breaches this Agreement, each Party agrees to submit to arbitration upon the request of the other Party provided that the breach is not cured within a reasonable time under paragraph (c) of Article 11.

If an ambiguity arises regarding this Agreement upon which the Parties cannot agree or a dispute arises as to the completion of a provision, the Parties shall submit to arbitration.

[Notwithstanding any provision of this Agreement to the contrary, any damage award to a party on account of a Party's breach of this Agreement, with the exception of the Artist's duty under Article 6 to procure and maintain insurance, shall not exceed an amount equal to the sum of the payment in Exhibit B.]

Each party agrees to be responsible for its own attorney's fees except as otherwise provided by statute.

Discussion

Arbitration is a type of alternative dispute resolution that may be undertaken in lieu of filing an action in court. An advantage may be that it is less time consuming than a lawsuit, however, there are drawbacks that must be considered. The fees associated with arbitration can potentially be more than the filing fee of a lawsuit. Arbitration decisions are often binding and final whereas a lawsuit judgment can be appealed.

There are also alternative dispute mechanisms, such as mediation, in which a third party aids in negotiating a settlement (as opposed to delivering a judgment as in arbitration or a lawsuit).

Article 16 Amendments

No alteration, change or modification of the terms of this Agreement shall be valid unless made in writing and signed by both Parties hereto.

Article 17 Conflict with the Law

If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or

circumstance, shall be held by a court of competent jurisdiction or arbitration panel to be in conflict with the laws, rules and/or regulations of the United States or the State of _____, invalid, void or unenforceable, the remainder of the terms, covenants, conditions or provisions of this Agreement, or the application thereof to any person or circumstance, shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby to the extent the remainder of the terms, covenants, conditions or provisions of this Agreement are capable of execution.

Discussion

The Parties should also keep in mind that laws of any jurisdiction do evolve and change. While this is unlikely to happen during the duration of this Agreement, those provisions which survive the termination or expiration of this Agreement may be affected or become in conflict with the current law(s). In ability of one of the Parties to comply with one of the provisions of this Agreement due to a change in the law should not be considered a breach of that provision of this Agreement.

Article 18 Choice of Law

This contract shall be governed by the laws of the State of _____ both as to interpretation and performance.

Discussion

This provision is important because artists and owners are often from different States, and States can have very different laws governing the provisions of a particular contract which may be more or less favorable to one party or the other.

Conditions for choice of law include: where the agreement was made, where most of the performance of the agreement occurred, who had bargaining power, if there is a governing contract provision, etc

Article 19 Entire Agreement

This Agreement, including the exhibits, comprises all of the covenants, promises, agreements and conditions between the Parties. No verbal agreements or conversation between the Parties prior to the execution of this Agreement shall affect or modify any of the terms or obligation.

For Owner:

Name

Title

Date

For Artist:

Name

Title

Date

Exhibit A

Description of Project

Exhibit B

Budget and Payment Schedule

The Owner shall pay the Artist a fixed fee of \$ _____, which shall constitute full and complete compensation for all the services performed and material furnished by the Artist under this Agreement. Payment shall be made in accordance with the following scheduled installments, each installment representing full and final payment for all services and material provided prior to payment thereof:

- a. \$ _____ upon the execution of this Agreement, [recognizing that the Artist will invest time and expense in preparing the Design as set forth under Section 1.3;
- b. \$ _____ upon submission of the Design as set forth under Section 1.3
- c. \$ _____ upon the Owner's notification to the Artist of its approval of the Design as set forth under Section 1.3]; alternately, upon permitting of construction documentation since there's not a required owner approval of final drawings in 1.3
- d. \$ _____ upon commencement of fabrication
- e. \$ _____ upon completion of 50% of the fabrication
- f. \$ _____ upon completion of the fabrication and when the Artwork is ready for delivery and installation at the Site as set forth under Section 1.5(f);
- g. \$ _____ upon delivery by Artist to the Owner of Maintenance Manual with written instructions for the maintenance and preservation of the Artwork under Section 1.7(e)
- h. \$ _____ upon final acceptance of the Artwork by the Owner as set forth under Section 1.8(b) and approval by the regulatory agency.

Discussion

The installment payments can also be expressed as a percentage of the total contract amount. The Artist will submit an invoice for each milestone completed.

The Owner will make payment within 30 days upon receipt of invoice from Artist. This takes into consideration that the Owner may desire time to inspect and approve of goods and services; unless the bid specification, purchase order, or contract specifies otherwise. The imposition of an interest penalty may be desired to ensure that the Owner promptly conducts whatever inspection is desired and processes the payment. A sample interest provision is: "If payment of an installment has not been made to the Artist within ____ days of the stated date of payment for each respective installment without cause, a separate interest penalty of [.03333]% per day will be due and payable, in addition to the invoice amount, to the Artist. Interest penalties of less than \$1 will not be enforced."

Exhibit C

Insurance

General

- a. The Artist shall procure and maintain for the duration of this Agreement, at the Artist's expense, insurance in the kinds and amounts as provided in this Exhibit with insurance companies authorized to do business in [name of city or state]. Such insurance shall cover the Artist's agents, contractors, subcontractors or employees. The Owner, its officials, employees, agents and contractors shall be named as additional insureds. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officials, employees, agents and contractors.
- b. The Artist and the Artist's subcontractors' insurance coverage shall be the primary insurance as respects the Owner, its officials, employees, agents and contractors. Any insurance or self-insurance maintained by the Owner, its officials, employees, agents and contractors shall be in excess of the Artist's or the Artist's subcontractor's insurance and shall not contribute to the Artist's or the Artist's subcontractor's insurance. The coverage shall state that the Artist's or the Artist's subcontractors' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- c. Prior to undertaking any work under this Agreement, the Artist, at no expense to the Owner, shall furnish to the Owner a certificate of insurance with original endorsements affecting coverage for each of the insurance policies provided in this Exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates must be current and the Artist must submit replacement or renewal certificates of insurance for all the policies expiring during the term of this Agreement. Each certificate shall clearly indicate that the Artist has obtained insurance in the type, amount and classification as specified in this Exhibit and that no material changes, cancellation, suspension or reduction in limits of insurance shall be effective except after [30] days prior written notice to the Owner. Each certificate shall indicate that the subcontractors are additionally insured or the Artist shall furnish separate certificates for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement, including, but not limited to, naming the parties as additional insureds.
- d. Any deductibles or self-insured retentions must be declared to, and approved by, the Owner. At the option of the Owner, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officials, employees, agents and contractors; or the Artist shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses in the amount of \$[_____].
- e. Despite any changes to or cancellation of insurance, the Artist remains responsible for maintaining the required insurance coverage for the duration of the Agreement.
- f. Failure of the Artist to comply with any of the terms of this Article 6 shall be considered a material breach of this Agreement and cause for its immediate termination.

Insurance Policies

- a. Commercial General Liability insurance policy, written on an occurrence form, including all the usual coverage known as:
 1. premises/operations liability
 2. products/completed operations
 3. personal/advertising injury
 4. contractual liability
 5. [broad-form property damage]
 6. [independent contractor's liability]

Said policy must provide the following minimum coverage:

1. \$[1,000,000] combined single limit per occurrence for bodily injury, personal injury and property damage.
 2. \$[1,000,000] annual aggregate
- b. Automobile liability insurance policy, including coverage for owner, non-owner, leased or hired vehicles, providing the following minimum coverage:
1. bodily injury liability of \$[50,000] for each person,
 2. \$[300,000] per occurrence,
 3. property damage liability of \$[25,000] for each occurrence.

The Artist agrees to keep in good standing a valid driver's license at all times during the term of this Agreement.

- c. [Transportation/Cartage insurance all risk. Coverage must include loading, transportation and unloading of the Artwork. If the Artwork is to be loaded, transported or unloaded by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to Artist through the date of loading under Exhibit B.]
- d. [All Risk Installation insurance which covers physical damage to or destruction of the Artwork. If the Artwork is to be installed by a person or entity other than the Artist, the insurance coverage must cover that person or entity. The minimum limit shall be the total amount of compensation paid to the Artist through the date of the beginning of the installation of the Artwork under Exhibit B.]
- e. [Worker's Compensation and Employers' Liability insurance in accordance with the statutory requirements of the State of _____ providing coverage for any and all employees of Artist. The Artist shall require all subcontractors to carry this coverage also. The minimum coverage for the Worker's Compensation and Employers' Liability insurance shall be \$[100,000].
- f. If, however, the Artist does not have any employees as defined by state statutes and regulations and does not wish to cover himself for Worker's Compensation, the Artist shall sign the following statement:

[“I do not have, nor intend to have for the full term of this Agreement, any _____ employees. Furthermore, I do not wish to obtain or be covered under any _____ Worker's Compensation insurance coverage and, therefore, am signing this _____ statement in lieu of providing the above require Worker's Compensation _____ coverage.”]

(Artist's signature)

(Print Artist's name)]

The requirement for Worker's Compensation and Employers' Liability insurance shall be waived in writing upon submission of this signed statement by the Artist to the Owner.

- g. Artist will be responsible for obtaining Professional Errors and Omissions coverage for services provided by licensed engineers and architects with a general aggregate limit of \$[1,000,000] and for assuring engineers and other experts have appropriate Professional Errors and Omissions coverage or name them as additional insureds to the policy of the Artist.

Discussion

It is important to note that the above provisions would vary in different circumstances, depending on federal, state or local requirements, the scale of the project and other factors. The person responsible for obtaining and paying for insurance coverage does not necessarily have to be the Artist; it can also be the Owner or another person. Responsibility may vary depending on the nature of the activities of the persons involved in the project and the availability and cost of coverage to each such person. Although the Artist is usually responsible for obtaining the insurance policies at his own expense, the cost of insurance is generally incorporated into the budget under Section 1.4(a).

Whoever is responsible, each of the other parties (the Artist, the Owner, or other persons involved) should be named in the policy as an additional insured with respect to the coverage.

At a minimum, the Owner is likely to require that the Artist insure the Artwork against fire or theft at any stage of its fabrication and installation up until the final acceptance of the Artwork.

SAMPLE PUBLIC ART DEACCESSIONING POLICY

Florida's Art in State Buildings Program Deaccession Policy

The term deaccession applies to the disposition or exchange of public artworks no longer appropriate for display and to the process by which a decision is made to transfer title of the artwork from one institution to another institution or individual or otherwise move or dispose of the artwork. The State of Florida through its Agencies reserves the right to deaccession works of art in its public art collection in the best interest of the public and as a means of improving the overall quality of the State's public art collection. All meetings in which artworks are recommended for deaccession from the State's public art collection are open to public attendance.

Removing artwork from the State's public art collection by deaccession should be cautiously applied only after careful and impartial evaluation of the artwork to avoid the influence or fluctuations of taste and the premature removal of a work from the collection. The procedures within this Deaccession Policy have been assembled with the intent of providing a manual of best practices to be adhered to by the Agencies of the State of Florida before, throughout and during the deaccession process.

Criteria for Deaccession of Artworks:

While the intent of the Art in State Buildings Program's acquisition of artwork is for a permanent or other reasonable lifespan for each artwork, circumstances and/or conditions may arise that make it prudent for the State, on behalf of the public interest, to remove an artwork from public display or to change its original location. In general, it shall be the policy of the State not to remove an artwork from display or relocate it prior to the artwork having been in place for at least five (5) years, unless public safety or other technical circumstances are involved.

After that time, one or more of the following conditions must apply in order for artworks to qualify for permanent removal or deaccession:

- The artwork presents a threat to public safety;
- The condition or security of the artwork cannot be guaranteed, or the State Agency cannot properly care for or store the artwork;
- The artwork requires excessive or unreasonable maintenance;
- The artwork has serious or dangerous faults in design or workmanship;
- The condition of the artwork requires restoration in excess of its monetary value or is in such a deteriorated state that restoration would prove either unfeasible, impractical or would render the work essentially false;
- The site for the artwork has become inappropriate or is no longer accessible to the public, it is unsafe, or it is due to be demolished;
- Significant changes in the use, character, or actual design of the site require re-evaluation of the relationship of the artwork to the site;
- The artwork is of poor quality or is judged to have little aesthetic and/or historical or cultural value;
- No suitable alternate site for the artwork is available;
- The artwork is a forgery;

- A written request from the artist has been received to remove the work from public display.

Notify Artist

An artist whose artwork is being considered for deaccession shall be notified in a timely manner of the situation or circumstances that has prompted that consideration. Some artwork problems may be resolved after consultation with the artist(s), thereby eliminating the need for convening an Artwork Evaluation Committee. If the issue cannot be resolved, the artist shall be notified of the committee meeting(s) and shall be invited to speak on behalf of themselves and the artwork.

Organize Committee

Once an artwork problem has been identified and preliminary efforts at resolution have been unsuccessful, the state agency's ASB Administrator shall organize an **Artwork Evaluation Committee**.

The Artwork Evaluation Committee shall include the following members:

- 1) A person appointed by the state agency head to represent the agency
- 2) A person who represents the agency section that occupies the building where the artwork is sited
- 3) A staff person from the agency's Facilities section, if possible the person who served as Project Director on the initial Art Selection Committee
- 4) Two persons knowledgeable and experienced in the fields of visual art, public art, art history, architecture, or design; one of those persons should have knowledge of artwork conservation
- 5) The agency's ASB Administrator, who shall organize, notice and facilitate the committee meetings

More committee members may be added for technical expertise or to represent more stakeholders. Additional persons may attend the committee meetings and request to address the committee: persons from other governmental entities, interested members of the public, etc.

Prepare Report

The administrator will prepare a complete report on the artwork for presentation to the committee. The artwork report will begin with a brief explanation describing the artwork, its history and the current problematic situation. The description of the artwork and its history shall include:

- Title, artist, medium, dimensions and present location of the artwork;
- Acquisition method (direct purchase or commission) and purchase price;
- Provenance of the art work;
- Digital images, photographs or slides of the artwork;
- Detailed report on the current condition of the artwork;
- Appraised current value of the work by two independent consultants, if obtainable;
- Copy of title and other ownership documents for the artwork
- Any additional relevant information regarding the artwork, obtained from the artist, art galleries, curators, appraisers or other professionals

The report shall then fully describe, in a fair and even-handed manner, the situation which led to the necessity for convening an Artwork Evaluation Committee, identifying the applicable artwork condition(s) [see Deaccession Criteria above] that led to the formation of the committee and

documenting all efforts at resolution. The report may be sent to the individual committee members for review in advance of the meeting.

Convene Committee

At the Artwork Evaluation Committee meeting, the ASB Administrator shall introduce and identify all of the committee members and ask audience members to introduce themselves. The Administrator shall then restate the main points of report and request a thorough discussion of the issue. Each member shall present their views and participate in the discussion. Members of the audience may speak briefly to contribute suggestions or viewpoints. The committee may adjourn and reconvene at a later time to gather more information or to provide more time for discussion and decision.

Deaccession Methods

The Artwork Evaluation Committee may recommend any of the following courses of action as a result of considering the ASB Administrator's Report and after a full discussion of deaccession options. The committee shall not be limited to the listed methods of deaccession but may suggest alternatives appropriate to meet particular circumstances as they arise.

The preferred methods of deaccession are as follows:

- Relocation of the artwork to another site within the state agency or to another state agency (*this method should be given the highest priority*);
- Removal of the artwork from public display and subsequent storage;
- Sale or exchange of the artwork through the following means:
 1. Offer the artist the right of first refusal to buy back the artwork at a negotiated price appropriate to the artwork's current condition;
 2. Obtain a professional appraisal of the artwork's value and advertise for sale by auction; or
 3. Seek competitive bids for the purchase of the artwork.
- Donate the artwork to another government entity or non-profit, civic, charitable, or cultural organization that will properly install and display the artwork in an appropriate public space;
- Dispose of the artwork using surplus property procedures.

If the artwork is sold, all proceeds from the sale of public artworks shall be deposited into a fund to be used solely for the maintenance for other artworks acquired through the Art in State Buildings Program.

The deaccession of any artworks from the State's public art collection valued at or in excess of \$10,000.00 shall be reported to the Florida Council on Arts and Culture. The original artwork report plus a full description of the committee's discussion and ultimate decision shall be sent to the Division of Cultural Affairs. The Art in State Buildings Program Manager will notify the Florida Council on Arts and Culture by submitting the report at a regular public meeting of the Council.

Visual Artists Rights Act of 1990 (VARA):

The Art in State Buildings Program Deaccession Policy takes into account the Federal regulations set forth in the Visual Artists Rights Act of 1990 and its amendments in any decisions to deaccession artworks from the State’s public art collection. The Visual Artists Rights Act, or VARA, states that “the significant or substantial distortion, mutilation, or other alteration to a pictorial, graphic, or sculptural work, which is publicly displayed, caused by an intentional act or by gross negligence, is a violation of the exclusive rights of the copyright owner where the author of the work is the copyright owner.” For further information regarding VARA, see United States Code Annotated, Title 17. Copyrights, Chapter 1 – Subject Matter and Scope of Copyright, Current through P.L. 105-153, approved 12-17-97.

2012, Lee Modica; ASB Program manager
Dept of State Division of Cultural Affairs

VISUAL ARTISTS RIGHTS ACT [VARA]

The Visual Artists Rights Act of 1990 lays out the rights artists have concerning copyright of their artworks, permissions for use, and what happens when artworks are deaccessioned. This is a valuable resource that is 124 pages long [which is why it is not included here]. This document can be found here:

<https://www.copyright.gov/title17/92chap1.html#106a>

The Harvard Law School has also written a guide to the VARA act. That can be found here:

http://www.law.harvard.edu/faculty/martin/art_law/esworthy.htm

FORECAST

PUBLIC ART | PLACEMAKING | DESIGN



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	19-0788	Version:	1	Name:	Consider adopting the amended job description and classification for Fire Chief.
Type:	Agenda Item	Status:			Administration Department
File created:	12/11/2019	In control:			City Council
On agenda:	12/16/2019	Final action:			
Title:	Consider adopting the amended job description and classification for Fire Chief.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Fire Chief Job Description - 2020 Draft				

Date	Ver.	Action By	Action	Result
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Consider adopting the amended job description and classification for Fire Chief.

Background Information:

With the recent resignation of Building/Fire Inspector and HazMat Officer Tony Clifton, City staff considered options for filling the vacancies. The feasibility of changing the classification of the Fire Chief to full-time appears to be timely. The current Fire Chief, Travis Cole, is willing to absorb the building and fire inspections, HazMat operations, as well as other peripheral duties as assigned by the City Administrator. This change is estimated to be budget neutral for 2020.

Travis received an Associates Degree in Fire Technology and Administration from Lake Superior College. He was a firefighter for the Warroad Fire Department for one year, and on the Roseau Fire Department for one year. Travis relocated to Grand Rapids and began employment as a Building/Fire Inspector for the City of Grand Rapids in June 2008 and became a Firefighter for the Grand Rapids Fire Department in August 2008. He was promoted to Building Official on September 11, 2012 and in March of 2015, Travis was appointed Captain for the GRFD. Travis accepted a position with the State of Minnesota as a Residential Inspector in the Fire Marshal division, a position he has held since June 12, 2018. He was then appointed to Fire Chief on October 2018, a position he currently holds.

We believe that Travis' education and experience in fire service, along with proven leadership, will be beneficial in his career as full-time Fire Chief.

We are recommending adding the full-time Fire Chief to a Class 15 position with a 2020 annual salary range of \$77,611.27-\$98,626.82. Travis Cole would start at \$89,000.00 per year and would be immediately credited with 40 hours of Flexible Time Off (FTO). He would resume earning FTO and Extended Medical Benefit (EMB) where he left off as Building Official in 2018. His starting date will be on or before March 1, 2020, at which time he will receive 80 hours of EMB that will accrue at the same level as the other Department Heads.

Staff Recommendation:

City Administrator Tom Pagel, Director of Community Development Rob Mattei, Building Official/Facilities Maintenance Manager Nate Morlan, and Director of Human Resources Lynn DeGrio are recommending the adoption of the amended job description and the classification change for the Fire Chief effective on or before March 1, 2020.

Requested City Council Action

Make a motion to adopt the amended job description and classification change for Fire Chief Travis Cole effective on or before March 1, 2020.

City of Grand Rapids Job Description

Job Title: Fire Chief
Department: Fire Department
FLSA Status: Exempt
Approved By: City Council
Approved Date: December 16, 2019

Summary: Performs a variety of technical, administrative, and supervisory work in planning, budgeting, organizing, directing and implementing fire prevention, fire suppression, technical and specialized rescue and hazardous materials to prevent or minimize the loss of life and property in the City and the department's rural service area. Performs intermediate technical work conducting building safety inspections and code enforcement activities.

Supervision Received: Works under the general guidance and direction of the City Administrator and under the supervision of the Building Official when performing tasks involving enforcement of the building code and property maintenance code.

Supervision Exercised: Supervises the Paid-on-Call Firefighters and other department staff.

Essential Duties and Responsibilities include the following. The duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to that position. Other duties may be assigned.

- Plans, coordinates, budgets, supervises and evaluates Fire, Rescue and State Hazardous Response Team operations.
- Plans and implements Fire, Rescue and Hazardous Materials for the City in order to better carry out the policies and goals. Reviews Departmental performance and effectiveness. Formulates programs or policies to alleviate deficiencies.
- Recommends hiring, transfers, promotions, demotions, and discharges of all personnel within the Fire Department.
- Takes action on work assignments, work direction, rewards, adjusts grievances, oral discipline, written discipline, suspensions and performance evaluations.
- Provides a variety of information to various civic, school and public groups regarding services and education.
- Supervises and coordinates the preparation and presentation of an annual budget for the Fire Department. Directs the implementation of the Department's budget. Plans for and reviews specifications for new or replaced equipment.
- Responds to alarms and, within the incident command system, directs activities at emergency scenes.

- Completes and/or supervises plan reviews and inspection of buildings and other properties for fire hazards and enforces fire prevention ordinances and the Minnesota State Fire Code.
- Issues and/or supervises the issuance of appropriate fire related permits as required by City ordinance and Minnesota State Fire Code, including but not limited to, new construction, existing building and operational activities.
- Ensures the investigation of all fires and directs the operation of department's fire investigation program.
- Directs the fire prevention education program and other related activities.
- Directs departmental training activities.
- Controls the expenditure of departmental appropriations.
- Evaluates the need for and recommends the purchase of new equipment and supplies.
- Meets with elected and appointed officials, other Fire officials, community and business representatives and the public on all aspects of the Department's activities.
- Maintains working relationships with local, regional, state and federal agencies, partners and cooperators.
- Performs a variety of routine and complex technical work in building and fire to ensure that the State Building Code, State Fire Code, International Property Maintenance Code and other related codes and standards are effectively and equitably administered and enforced throughout the City.
- Enforces the State Building Code, State Fire Code, related International Property Maintenance Code and other building safety codes as adopted by the City of Grand Rapids.
- Performs on-site inspections of buildings and properties to ensure compliance with the building, fire, and property maintenance codes adopted by the City of Grand Rapids.
- Maintains records of inspection and enforcement activity, and completes related reports. Issues permits, certificates, and licenses as appropriate.
- Researches and assists resolving problems regarding commercial, industrial and residential building construction and maintenance requirements. Responds to complex technical building safety issues.
- Assists with the administration of the permitting function, including applications processing, plan review, fee assessment and collection, and permit issuance.
- Explains, interprets, and provides guidance regarding all applicable codes within area of responsibility to architects, engineers, contractors, developers, city staff and other interested parties.
- Performs inspections of hazardous buildings and properties and issues written reports.

Knowledge, Skills, Abilities and Competencies Required: The requirements listed below are representative of the knowledge, skill, ability and/or competency sets required to complete the essential functions at a satisfactory level.

Education and/or Experience

- Four-year degree in Fire Administration, Fire Science, Public Administration, Business Administration, or related field, or an equivalent of.
- Must have 10 years of increasingly responsible command and supervisory experience as a member in a municipal fire department, including three years management responsibility at the Captain level or higher.
- Experience working in a combination or volunteer fire department required.
- Must have and maintain a Minnesota State Firefighter License at time of hire or within 90 days of employment.
- Must have completed National Incident Management System courses: 100, 200, 700 and 800 as required by the Federal government within 90 days of employment.
- Must have completed National Incident Management System courses 300 and 400 within 18 months of employment.
- Building Official or Building Official-Limited Certification within one year of employment.
- Knowledge of local, state and federal building codes, current applicable building code as adopted and amended by the State of Minnesota, current Minnesota Plumbing Code and the Minnesota Uniform Fire Code and other laws regulating building construction; knowledge of building construction methods and materials; knowledge of the principles and practices of plumbing and heating code enforcement; ability to read and interpret building, construction, architecture and plumbing plans and specifications.
- Must be familiar with fire prevention activities, including fire prevention education and code enforcement, which requires a thorough knowledge of the Minnesota State Fire Code.
- Must be familiar with fire/arson regulation/laws and modern fire investigation techniques.
- Must be familiar with wildland firefighting and wildland-urban interface fire issues.
- Must be familiar with all aspects of technical rescue.
- Must be familiar with hazardous materials emergency response.
- Ability to work well with the public, other local officials, and with local contractors; ability to read and understand complicated plans and blueprints; ability to communicate effectively orally and in writing.
- Practical skills using standard computer application.
- Ability to generate standard correspondence related to inspections or codes administration.
- Ability to complete inspections of constructed buildings in order to ensure compliance with codes.
- General skill using standard GIS software systems.
- Ability to make arithmetic computations using whole number, fractions and decimals and the ability to compute rates, ratios and percentages.
- Ability to deal with sometimes angry or upset people in a tactful, ethical and polite manner along with the ability to make decisions in an often unpopular manner while maintaining relationships within the community.

Special Requirements

- Must be able to pass the Department's physical agility test.
- No disqualifying criminal history.

Tools and Equipment Used: Fire apparatus, fire pumps, extrication equipment, hoses, and other standard firefighting equipment, ladders, first aid equipment, radio, pager, personal computer, and telephones, include smart phone, calculator, engineer's scale and architect's scale.

Physical and Mental Demands:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this position. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this position, the employee is frequently required to sit, talk or hear, stand, walk, use hands to finger, handle, or operate objects, tools, or controls, and reach with hands and arms. The employee is occasionally required to climb or balance, stoop, kneel, crouch, or crawl, push or pull, lift and repetitive motions; and taste or smell.

The employee must frequently lift and/or move up to 25 pounds and occasionally lift and/or move up to 100 pounds. Specific vision abilities required by this position include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

Work is performed primarily in office, vehicles, and outdoor settings, in all weather conditions, including temperature extremes, during day and night shifts. Work is often performed in emergency and stressful situations. Individual is exposed to hearing alarms and hazards associated with fighting fires and rendering emergency medical assistance, including smoke, noxious odors, fumes, chemicals, liquid chemicals, solvents and oils.

The employee occasionally works near moving mechanical parts and in high, precarious places and is occasionally exposed to wet and/or humid conditions, fumes or airborne particles, toxic or caustic chemicals, risk of electrical shock, and vibration.

The noise level in the work environment is usually quiet in office settings, and loud at an emergency scene.

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and the employee and is subject to change by the employer as the needs of the employer and requirements of the job change.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 19-0789 **Version:** 1 **Name:** 2020 Resolution Requesting LSUT from State
Type: Agenda Item **Status:** Administration Department
File created: 12/11/2019 **In control:** City Council
On agenda: 12/16/2019 **Final action:**
Title: Consider a motion approving a resolution requesting authorization from the State to impose a local sales and use tax in the City of Grand Rapids to be used to fund needed improvements at the IRA Civic Center.

Sponsors:

Indexes:

Code sections:

Attachments: [2020 Resolution Requesting LSUT from Legislature](#)

Date	Ver.	Action By	Action	Result
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Consider a motion approving a resolution requesting authorization from the State to impose a local sales and use tax in the City of Grand Rapids to be used to fund needed improvements at the IRA Civic Center.

Background Information:

During the summer and fall of 2019, a steering committee of nineteen community members reviewed and have made preliminary recommendations on what should be repaired on the IRA Civic Center. They have also recommended that the local share of the funding be generated through a local sales and use tax (LSUT). To implement a LSUT, the City Council must first pass a resolution requesting permission from the State. A resolution is attached for consideration. Once the State grants permission the City must hold a referendum at a General election and ask the City constituents for approval. If the referendum passes, the LSUT can be instituted.

Staff Recommendation:

City staff is recommending a resolution requesting authorization from the State to impose a local sales and use tax in the City of Grand Rapids to be used to fund needed improvements at the IRA Civic Center.

Requested City Council Action

A motion to approve a resolution requesting authorization from the State to impose a local sales and use tax in the City of Grand Rapids to be used to fund needed improvements at the IRA Civic Center.

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

RESOLUTION NO. 19-__

A RESOLUTION REQUESTING AUTHORIZATION FROM THE STATE TO IMPOSE A LOCAL SALES AND USE TAX IN THE CITY OF GRAND RAPIDS

WHEREAS, the City of Grand Rapids has an emergency need to replace the structurally deficient roof, refrigeration, ADA improvements, HVAC systems, and associated appurtenances, at the IRA Civic Center, and

WHEREAS, the City is requesting authorization from the State of Minnesota to impose a Local Sales and Use Tax of 1% for up to six years or \$10,980,000 dollars, whichever comes first, to fund the local share of the project cost; and

WHEREAS, there is only one project, located at the IRA Civic Center in Grand Rapids, MN, which includes the replacement of the structurally deficient roof, refrigeration, HVAC systems, ADA improvements, and associated appurtenances; and

WHEREAS, the University of Minnesota, in preparing the 2011 Retail Trade Analysis Grand Rapids & Itasca County, has estimated that 55% of the Local Sales Generated would be from Non-Residents of Grand Rapids; and

WHEREAS, the ISD 318, a major tenant of the IRA Civic Center, conducting over 36 events per year, has an enrollment of 60.2% students who are not residents of the City of Grand Rapids; and

WHEREAS, the Grand Rapids Amateur Hockey Association, another major tenant of the facility, has 64.7% of members who are not residents of the City of Grand Rapids; and

WHEREAS, the IRA Civic Center serves as a county-wide Emergency Shelter, a temporary Fire Hall, a polling facility for multiple precincts, and could be utilized as a staging area/headquarters for 100 to 150 State Agency employees during emergency safety events; and

WHEREAS, the IRA Civic Center host non-profit regional events like Minnesota Assistance Council for Veterans, Itasca County Community Connect, Itasca County Sherriff's Department – Lifted Trucks, Car Seat Safety Training, MS Walk, and Children's Mental Health 5k, without a rental fee; and

WHEREAS, the University of Minnesota, in 2018 prepared an Economic Impact study for the IRA Civic Center. It identified those traveling more than 50 miles to utilize the facility for trade shows, performances, and other regional events, generate over \$3.3 million in Gross Output, supports 48 full and part-time jobs, and \$1.7 million in Value Added; and

NOW, THEREFORE, BE IT RESOLVED, IN ACCORDANCE WITH M.S. 297A.99 LOCAL SALES TAXES, BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA:

1. The City Council hereby requests that the State authorize a Local Sales and Use Tax of one percent (1%); and
2. The revenue from the local sales and use tax will be used for the IRA Civic Center in Grand Rapids, MN, which includes the replacement of the structurally deficient roof, refrigeration, HVAC systems, ADA improvements, and associated appurtenances; and
3. The IRA Civic Center is regionally significant, with utilization by over 60% of non-City of Grand Rapids residents; and

4. The amount of local sales and use tax revenue utilized for the IRA Civic Center would not exceed \$10,980,000 or up to six years, whichever comes first; and
5. The IRA Civic Center is the only project requested for a local sales and use tax.

Adopted by the Council this 16th day of December, 2019.

Dale Adams, Mayor

ATTEST:

Kim Johnson-Gibeau, City Clerk

Council member _____ 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.