



CITY OF GRAND RAPIDS

Meeting Agenda Full Detail City Council

Monday, December 11, 2017

5:00 PM

City Hall Council Chambers

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council will be held on Monday, December 11, 2017 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.

5:02 PM PUBLIC FORUM

5:07 PM COUNCIL REPORTS

5:10 PM APPROVAL OF MINUTES

17-0906 Consider approving Council minutes for Monday, December 4, 2017 Worksession & Regular meetings.

Attachments: [December 4, 2017 Worksession.pdf](#)
[December 4, 2017 Regular Meeting.pdf](#)

5:11 PM VERIFIED CLAIMS

17-0918 Consider approving the verified claims for the period November 28, 2017 to December 4, 2017 in the total amount of \$417,065.61.

Attachments: [COUNCIL BILL LIST 12-11-17.pdf](#)

5:12 PM CONSENT AGENDA

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

1. [17-0892](#) Consider approving a resolution authorizing an operating transfer from the General Fund to the IRA Civic Center-Capital Projects Fund in the amount of \$280,000.
Attachments: [\\$280,000 operating transfer from 101 to 429-Pavilion.pdf](#)

2. [17-0894](#) Consider an offer to sell a portion of parcel 91-585-4104 to the State of Minnesota
Attachments: [Appraisal](#)
[Offer letter](#)
[Offer to sell](#)
[Parcel Layout](#)
[Warranty deed](#)
[RES Sale of Land to State.pdf](#)

3. [17-0895](#) Consider adopting a resolution accepting the Feasibility Report for CP 2011-3, 2018 Northeast Improvements Project and call for a Public Hearing on Monday, January 22, 2018 at 5:30 pm in the Grand Rapids City Council Chambers.
Attachments: [12-11-17 Resolution CP 2011-3 Rec Feas Report Call for Hearing](#)

4. [17-0896](#) Consider passing the Resolution adopting the City of Grand Rapids' 2018-2020 Snow and Ice Control Policy.
Attachments: [2018-2020 Snow and Ice Control Policy Resolution](#)
[2018-2020 Snow and Ice Control Policy](#)

5. [17-0897](#) Consider approving 2018 Taxi license for Rapid Taxi.

6. [17-0898](#) Consider entering into an agreement with an area business for advertising at the IRA Civic Center.
Attachments: [Pickled Loon Saloon - 2018-partially signed](#)

7. [17-0900](#) Consider adopting a resolution accepting a donation of \$150.00 from Visit Grand Rapids to the Grand Rapids Police Reserve Program.
Attachments: [PD Reserves - VGR Res.pdf](#)

8. [17-0901](#) Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2018.

9. [17-0902](#) Consider hiring new and returning seasonal and temporary employees for Park & Recreation / I.R.A. Civic Center
Attachments: [2018-PT Civic Center Employees](#)

10. [17-0903](#) Consider approving Operating Engineers Local #49 Health and Welfare Fund Bargaining Private Sector Employer Participation Agreement for Non-Bargaining Employees.
Attachments: [Private Sector NBU Participation Agreement](#)

11. 17-0907 Consider a motion to adopt a resolution approving a Grant Agreement with the Minnesota Department of Education, authorize the project to modify interior doors and meeting spaces, and accept the grant of up to \$12,050.
Attachments: [Library MN Dept of Ed Grant Resolution Accepting](#)
[Library MDE End Grant Agreement .pdf](#)
12. 17-0909 Consider amending Personnel Policy 5.14 Medical Insurance.
Attachments: [5.14 Medical Insurance](#)
13. 17-0910 Consider adopting a resolution authorizing the City to make application to the Mn. Dept. of Iron Range Resources and Rehabilitation Downtown and Business Corridor grant program
Attachments: [Grand Rapids Downtown Art Installation MN IRRR Application Authorization Re: Project Map.pdf](#)
14. 17-0912 Consider entering into a MOU with the Itasca County Family YMCA forming a partnership to operate, manage, and supervise the Outdoor Courts at the Y.
Attachments: [MOU - Outdoor Courts.pdf](#)
15. 17-0915 Consider adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent property tax owners.
Attachments: [Storm water util delqnt to county 2017.pdf](#)

**5:15 SETTING OF REGULAR AGENDA
PM**

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

**5:16 ACKNOWLEDGE BOARDS & COMMISSIONS
PM**

16. 17-0917 Acknowledge 2017 minutes for GREDA and Planning Commission meetings.

Attachments: [January 26, 2017 GREDA Minutes.pdf](#)
[February 9, 2017 GREDA Minutes.pdf](#)
[March 8, 2017 GREDA Minutes Special Meeting.pdf](#)
[March 23, 2017 GREDA Minutes.pdf](#)
[April 13, 2017 GREDA Minutes.pdf](#)
[April 27, 2017 GREDA Minutes.pdf](#)
[May 24, 2017 GREDA Minutes.pdf](#)
[June 8, 2017 GREDA Minutes.pdf](#)
[July 13, 2017 GREDA minutes.pdf](#)
[August 10, 2017 GREDA Minutes.pdf](#)
[August 24, 2017 GREDA minutes.pdf](#)
[September 14, 2017 GREDA minutes.pdf](#)
[October 12, 2017 GREDA Minutes.pdf](#)
[October 26, 2017 GREDA minutes.pdf](#)
[January 5, 2017 Planning Commission minutes.pdf](#)
[April 6, 2017 Planning Commission minutes.pdf](#)
[May 4, 2017 Planning Commission minutes.pdf](#)
[June 1, 2017 Planning Commission minutes.pdf](#)
[August 3, 2017 Planning Commission.pdf](#)
[September 7, 2017 Planning Commission minutes.pdf](#)
[October 5, 2017 Planning Commission minutes.pdf](#)

**5:17 DEPARTMENT HEAD REPORT
PM**

17. [17-0913](#) Civic Center, Parks & Recreation - Dale Anderson
Attachments: [Depart Head Report - D. Anderson.pdf](#)

**5:30 FINANCE DEPARTMENT
PM**

18. [17-0911](#) Consider adopting a resolution awarding the sale of General Obligation Refunding Bonds, Series 2017B.
Attachments: [Grand Rapids GO Ref 2017B Award Resolution - 512348v1.pdf](#)
19. [17-0860](#) Consider approving resolutions adopting the following:
 *2017 Tax Levy Payable 2018, the 2018 General Fund Revenue and Expenditure Budget,
 *2018 Special Revenue Fund Budgets,
 *2018 Enterprise Fund Budgets
Attachments: [Final Levy Resolutions 12 11 17.pdf](#)

**5:40 ADMINISTRATION DEPARTMENT
PM**

- 20. 17-0908 Consider eliminating the Assistant Superintendent/Equipment Supervisor position at the Pokegama Golf Course.

ADJOURNMENT

NEXT REGULAR MEETING IS SCHEDULED FOR JANUARY 8, 2018, 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

Legislation Details (With Text)

File #: 17-0906 **Version:** 1 **Name:** Council minutes
Type: Agenda Item **Status:** Approval of Minutes
File created: 12/5/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Consider approving Council minutes for Monday, December 4, 2017 Worksession & Regular meetings.
Sponsors:
Indexes:
Code sections:
Attachments: [December 4, 2017 Worksession.pdf](#)
[December 4, 2017 Regular Meeting.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving Council minutes for Monday, December 4, 2017 Worksession & Regular meetings.

Background Information:

Draft minutes are attached for review.

Staff Recommendation:

Review, make corrections and approve.

Requested City Council Action

Make a motion approving Council minutes for Monday, December 4, 2017 Worksession & Regular meetings.



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council Work Session

Monday, December 4, 2017

4:00 PM

Conference Room 2A

CALL TO ORDER: Pursuant to due notice and call thereof a **Special Meeting/Worksession of the Grand Rapids City Council** was held on **Monday, December 4, 2017 at 4:00 p.m. in City Hall Conference Room 2A, 420 North Pokegama Avenue, Grand Rapids, Minnesota.**

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

Present 5 - Mayor Dale Adams, Councilor Dale Christy, Councilor Bill Zeige, Councilor Rick Blake, and Councilor Tasha Connelly

Others present:

Tom Pagel, Chad Sterle, Matt Wegwerth, Erik Scott, Scott Johnson, Lauren Van Den Heuvel, Lasha Karels, Barb Baird

Discussion Items

1. Rapids Rising Update - Nick Adams and Lauren Van Den Heuvel

Mr. Adams provides overview of Rapids Rising In Prevention (G.R.I.P.) program. This program has been instituted with the help of a five year grant, currently in the second year. Presentation highlighted areas of success, initiative, survey results and plans for continuing to grow the program.

Received and Filed

2. Review 5:00 PM Regular Meeting

Mr. Mattei provided background information on item #12. No changes or additions to the Regular meeting agenda were made.

ADJOURN

There being no further business, the meeting adjourned at 4:38 PM.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Minutes - Final - Draft City Council

Monday, December 4, 2017

5:00 PM

City Hall Council Chambers

Amended 12-1-2017

5:00 PM CALL TO ORDER: Pursuant to due notice and call thereof a Regular Meeting of the Grand Rapids City Council was held on Monday, December 4, 2017 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

CALL OF ROLL

Present 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Bill Zeige
Councilor Rick Blake
Councilor Tasha Connelly

Others present:

Tom Pagel, Chad Sterle, Lauren Van Den Huevel, Rob Mattei, Matt Wegwerth, Jeff Davies, Scott Johnson, Barb Baird, Erik Scott, Marcia Anderson

PRESENTATIONS/PROCLAMATIONS

Proclaim December 3, 2017 Senator Tom Saxhaug Day.

Received and Filed

Certificate of Achievement for Excellence in Financial Reporting

Received and Filed

MEETING PROTOCOL POLICY

5:05 PUBLIC FORUM

PM

Director of Public Works, Jeff Davies, reminds residents that the weather prediction is calling for snowfall and reminds the community to remove vehicles from the street to allow for appropriate snow removal. Plows will begin operation at 4:00 AM.

5:10 COUNCIL REPORTS

PM

Mayor Adams and Council members provide overview of Solar Forum held at Blandin

Foundation and future possibilities for this project.

Councilor Connelly, states that on December 6th at 7:00 PM there will be a candlelight vigil at the Angel of Hope memorial, which offers comfort and peace for those grieving the loss of a child. On December 10th, the annual Shop with a Hero event will take place and volunteers are still needed. Please contact the Grand Rapids Police Department if interested.

Councilor Christy addresses special RAMS meeting, stating there is a tentative date set for January 10, 2018. Governor Dayton may be speaking.

**5:13 APPROVAL OF MINUTES
PM**

Consider approving Council minutes for Monday, November 27, 2017 Worksession & Regular meetings and Tuesday, November 14, 2017 Special meeting.

A motion was made by Councilor Bill Zeige, seconded by Councilor Rick Blake, to approve Council minutes as presented. The motion PASSED by unanimous vote.

**5:14 VERIFIED CLAIMS
PM**

Consider approving the verified claims for the period November 21, 2017 to November 27, 2017 in the total amount of \$373,626.15.

A motion was made by Councilor Connelly, seconded by Councilor Christy, to approve the verified claims as presented. The motion carried by the following vote.

Aye 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Bill Zeige
Councilor Rick Blake
Councilor Tasha Connelly

**5:15 CONSENT AGENDA
PM**

1. Consider approving the purchase and approval of a three-year agreement from ESRI for GIS ELA software in a total amount of \$75,000, of which the 2018 fee is \$25,000.00

Approved by consent roll call

2. Consider adopting a resolution and entering into an agreement with MnDOT for work on the Highway 38 project, SP 3108-80

Adopted Resolution 17-111, entering into agreement with MnDOT for work on Highway 38 project

3. Consider adopting a resolution accepting \$3,690.00 in donations for the 2017 Shop

with a Hero Event

Adopted Resolution 17-112, accepting donations for 2017 Shop with a Hero event

4. Consider a motion to approve the 2018-2020 Domestic Animal Control Facility Agreement between the City of Grand Rapids and Itasca County.
Approved by consent roll call
5. Consider accepting the resignation from Jared Anderson, Firefighter
Approved by consent roll call
6. Consider accepting the resignation of Paula Johnson from the Planning Commission.
Approved by consent roll call
7. Consider approving new 3.2% Off Sale license for Holiday Stationstores, LLC beginning December 22, 2017 or upon closing of transfer of membership interest, whichever is sooner.
Approved by consent roll call
8. Consider adopting a resolution declaring the official intent of the City to reimburse certain expenditures from the proceeds of bonds to be issued by the City.
Adopted Resolution 17-113, declaring official intent to reimburse certain expenditures from proceeds of bonds
9. Consider approving the hiring of a part-time employee at the Grand Rapids Park and Recreation Department and the IRA Civic Center.
Approved by consent roll call

Approval of the Consent Agenda

A motion was made by Councilor Christy, seconded by Councilor Zeige, to approve the Consent agenda as presented. The motion carried by the following vote

Aye 5 - Councilor Dale Christy
Mayor Dale Adams
Councilor Bill Zeige
Councilor Rick Blake
Councilor Tasha Connelly

**5:18 SETTING OF REGULAR AGENDA
PM**

A motion was made by Councilor Dale Christy, seconded by Councilor Bill Zeige, to approve the Regular agenda as presented. The motion PASSED by unanimous vote.

5:17 ACKNOWLEDGE BOARDS & COMMISSIONS

PM

10. Acknowledge minutes for Boards & Commissions.

Acknowledge Boards and Commissions

5:19 DEPARTMENT HEAD REPORT

PM

11. Department Head Report - IT Department

Erik Scott, Director of IT, provides update on department activity and projects. A complete report is available in the Administration Department.

Received and Filed

5:30 COMMUNITY DEVELOPMENT

PM

12. Consider adoption of a Prohibition of Excessive Force Policy

A motion was made by Councilor Blake, seconded by Councilor Connelly, adopting the Prohibition of Excessive Force Policy as presented. The motion carried by the following vote.

- Aye** 5 - Councilor Dale Christy
- Mayor Dale Adams
- Councilor Bill Zeige
- Councilor Rick Blake
- Councilor Tasha Connelly

5:35 ENGINEERING

PM

13. Consider approving a contract with DSGW Architects for the analysis of the IRA Civic Center West Arena roof.

A motion was made by Councilor Christy, seconded by Councilor Zeige, approving contract with DSGW Architects for analysis of IRA Civic Center West Arena roof. The motion carried by the following vote.

- Aye** 5 - Councilor Dale Christy
- Mayor Dale Adams
- Councilor Bill Zeige
- Councilor Rick Blake
- Councilor Tasha Connelly

6:00 PUBLIC HEARINGS

PM

14. Conduct a Public Hearing on 2017 Levy Payable in 2018 and 2018 Budget at 6:00

p.m. as stated in the Truth in Taxation Statements.

Mayor Adams states the reason for the public hearing. Clerk Gibeau notes that all notice requirements have been met and the Clerk's office has not received correspondence regarding this public hearing.

Director of Finance, Barb Baird, gives a presentation regarding proposed budget, property tax levy and proposed increases.

A motion was made by Councilor Bill Zeige, seconded by Councilor Rick Blake, to open the public hearing. The motion PASSED by unanimous vote.

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

A motion was made by Councilor Dale Christy, seconded by Councilor Bill Zeige, to close the public hearing. The motion PASSED by unanimous vote.

ADJOURNMENT

There being no further Council business, the following motion was made.

A motion was made by Councilor Bill Zeige, seconded by Councilor Tasha Connelly, to adjourn the meeting at 6:08 PM. The motion PASSED by unanimous vote.

Respectfully submitted:

Kimberly Gibeau
Kimberly Gibeau, City Clerk



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0918 **Version:** 1 **Name:** VERIFIED CLAIMS
Type: Agenda Item **Status:** Verified Claims
File created: 12/7/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Consider approving the verified claims for the period November 28, 2017 to December 4, 2017 in the total amount of \$417,065.61.
Sponsors:
Indexes:
Code sections:
Attachments: [COUNCIL BILL LIST 12-11-17.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving the verified claims for the period November 28, 2017 to December 4, 2017 in the total amount of \$417,065.61.

Requested City Council Action

Make a motion approving the verified claims for the period November 28, 2017 to December 4, 2017 in the total amount of \$417,065.61.

DATE: 12/07/2017
 TIME: 09:32:52
 ID: AP443000.CGR

CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 12/11/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
1920240	CHAD B STERLE	11,156.25
T001182	MOLLY RAJALA	100.00
TOTAL CITY WIDE		11,256.25
ADMINISTRATION		
0102660	ABRAMS & SCHMIDT LLC	5,520.00
1321525	MUNICIPAL CODE CORPORATION	950.00
TOTAL ADMINISTRATION		6,470.00
BUILDING MAINTENANCE-CITY HALL		
0315455	COLE HARDWARE INC	18.97
2209421	VIKING ELECTRIC SUPPLY INC	242.40
TOTAL BUILDING MAINTENANCE-CITY HALL		261.37
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	85.95
0221650	BURGGRAF'S ACE HARDWARE INC	87.98
0401804	DAVIS OIL	470.35
0513231	EMERGENCY APPARATUS	915.33
0701650	GARTNER REFRIGERATION CO	496.25
1200500	L&M SUPPLY	142.44
2000520	TNC INDUSTRIES INC	248.00
2300600	W.P. & R.S. MARS COMPANY	59.00
TOTAL FIRE		2,505.30
INFORMATION TECHNOLOGY		
0221650	BURGGRAF'S ACE HARDWARE INC	34.99
0301420	CALIFORNIA DIGEST TECHNOLOGY	338.00
0914690	INSIGHT PUBLIC SECTOR SLED	6,763.40
0920060	ITASCA COUNTY TREASURER	375.00
1915248	SOFTWARE HARDWARE INTEGRATION	208.00
TOTAL INFORMATION TECHNOLOGY		7,719.39
PUBLIC WORKS		
0103325	ACHESON TIRE COMPANY INC	90.00
0301655	CARGILL INCORPORATED	1,677.55

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/11/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
PUBLIC WORKS		
0301685	CARQUEST AUTO PARTS	342.93
0315455	COLE HARDWARE INC	150.11
0401804	DAVIS OIL	2,218.69
0518366	ERICKSON'S ITASCA LUMBER INC	35.65
0821705	HUSKY SPRING	1,214.50
0920057	ITASCA COUNTY SHERIFFS DEPT	3,864.00
1301213	MARTIN'S SNOWPLOW & EQUIP	500.00
1315685	MORTON BUILDINGS INC	1,239.51
1415030	NAPA SUPPLY OF GRAND RAPIDS	53.83
1621125	PUBLIC UTILITIES COMMISSION	14,555.73
1801899	RAY'S SPORT & CYCLE	267.82
2018560	TROUT ENTERPRISES INC	175.00
2305453	WESCO DISTRIBUTION INC	267.20
	TOTAL PUBLIC WORKS	26,652.52
FLEET MAINTENANCE		
0103325	ACHESON TIRE COMPANY INC	960.00
0301685	CARQUEST AUTO PARTS	69.28
1415377	NORTHERN BUSINESS PRODUCTS INC	123.15
1605740	PETROCHOICE	664.71
1920070	STATE CHEMICAL MFG COMPANY	385.20
	TOTAL FLEET MAINTENANCE	2,202.34
POLICE		
0121723	AUTO ZONE LLC	34.96
0201737	BATTERY WHOLESALE INC	97.88
0301685	CARQUEST AUTO PARTS	10.78
0409501	DIMICH LAW OFFICE	9,166.70
0718021	GRAND RAPIDS GM INC	357.62
1908105	SHAW & SHAW	1,344.15
1909650	SIRCHIE FINGER PRINT INC	238.06
1920233	STREICHER'S INC	127.98
2000400	T J TOWING	245.00
	TOTAL POLICE	11,623.13
GENERAL FUND-LIQUOR/CHART GAMB		
T001181	TRUNORTH DJ LLC	150.00
	TOTAL	150.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/11/2017

VENDOR #	NAME	AMOUNT DUE
CENTRAL SCHOOL		
0315455	COLE HARDWARE INC	8.08
0609457	FILTHY CLEAN INC	1,300.00
1401650	NARDINI FIRE EQUIPMENT CO. INC	225.00
1909510	SIM SUPPLY INC	11.52
	TOTAL	1,544.60
AIRPORT		
0801450	HALI-BRITE INC	262.63
	TOTAL	262.63
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	17.72
0221650	BURGGRAF'S ACE HARDWARE INC	200.00
0312109	CLAFTON SALES - CLAFTON SKATE	714.00
0501656	THE EARTHGRAINS COMPANY INC	59.52
0718060	GRAND RAPIDS HERALD REVIEW	360.00
0718092	GRAND RAPIDS VOLLEYBALL ASSO	279.00
0801535	HAMMERLUND CONSTRUCTION INC	3,766.84
1309090	MINERS INC	31.94
1605611	PEPSI-COLA	2,371.49
1901535	SANDSTROM COMPANY INC	2,055.85
1908248	SHERWIN-WILLIAMS	65.09
1909510	SIM SUPPLY INC	112.86
2116600	UPPER LAKE FOODS INC	589.65
2209421	VIKING ELECTRIC SUPPLY INC	276.58
	TOTAL GENERAL ADMINISTRATION	10,900.54
CEMETERY		
0301685	CARQUEST AUTO PARTS	3.98
	TOTAL	3.98
GENERAL CAPITAL IMPRV PROJECTS		
0401500	DAMBERG.SCOTT.GERZINA.WAGNER	800.00
	TOTAL	800.00

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 12/11/2017

VENDOR #	NAME	AMOUNT DUE

CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-IT DEPT		
1615440	POLICYPAK SOFTWARE	3,607.50
TOTAL CAPITAL OUTLAY-IT DEPT		3,607.50
IRA CVC CTR CAPITAL PJT		
MULTI-USE OUTDOOR PAVILION		
0221650	BURGGRAF'S ACE HARDWARE INC	149.99
1309495	MINUTEMAN PRESS	155.24
TOTAL MULTI-USE OUTDOOR PAVILION		305.23
2018 INFRASTRUCTURE IMP		
2018 NE IMPROVEMENTS		
0218115	BRAUN INTERTEC CORPORATION	5,045.00
TOTAL 2018 NE IMPROVEMENTS		5,045.00
STORM WATER UTILITY		
0401804	DAVIS OIL	540.68
0920060	ITASCA COUNTY TREASURER	481.00
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
1809154	RICHARD RYSAVY	150.00
TOTAL		3,371.68
TOTAL UNPAID TO BE APPROVED IN THE SUM OF:		\$ 94,681.46
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T	770.04
0114210	D. ANDERSON - CHANGE FUND	3,080.00
0305530	CENTURYLINK COMMUNICATIONS LLC	57.68
0315105	COALITION OF GREATER MN CITIES	395.00
0315454	TRAVIS COLE	80.84
0504610	RON EDMINSTER	69.55
0718015	GRAND RAPIDS CITY PAYROLL	307,618.14
0920055	ITASCA COUNTY RECORDER	46.00
1201402	LAKE COUNTRY POWER	46.66
1209516	LINCOLN NATIONAL LIFE	1,113.91
1301250	ROBERT MATTEI	282.18
1309098	MINNESOTA MN IT SERVICES	1,331.40
1309172	MINNESOTA DEPARTMENT OF HEALTH	315.00
1309199	MINNESOTA ENERGY RESOURCES	430.51

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CITY OF GRAND RAPIDS
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 12/11/2017

VENDOR #	NAME	AMOUNT DUE

CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
1309338	MN STATE TREAS/BLDG INSPECTOR	2,628.28
1405550	NEOPOST USA INC	50.00
1415479	NORTHERN DRUG SCREENING INC	20.00
1601305	THOMAS J. PAGEL	792.63
1601750	PAUL BUNYAN COMMUNICATIONS	276.39
2301700	WASTE MANAGEMENT	2,918.94
T001183	CREW 2	61.00
TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF:		\$322,384.15
TOTAL ALL DEPARTMENTS		417,065.61



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0892 **Version:** 1 **Name:** Civic Center Capital Pjct Transfer
Type: Agenda Item **Status:** Consent Agenda
File created: 12/1/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Consider approving a resolution authorizing an operating transfer from the General Fund to the IRA Civic Center-Capital Projects Fund in the amount of \$280,000.
Sponsors:
Indexes:
Code sections:
Attachments: [\\$280,000 operating transfer from 101 to 429-Pavilion.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving a resolution authorizing an operating transfer from the General Fund to the IRA Civic Center-Capital Projects Fund in the amount of \$280,000.

Background Information:

At the September 21, 2016 Council meeting, the Council approved entering into a contract with Champion Iron, LLC, for the Community Multi-Use Pavilion for a total contract amount of \$759,878.69. The City's contribution of \$280,000 for the construction of the Community Multi-Use Outdoor Pavilion was part of the funding sources that included a Blandin Grant, Pledges from the community and Grand Rapids Amateur Hockey Association.

Staff Recommendation:

Staff recommends Consider approving a resolution authorizing an operating transfer from the General Fund to the IRA Civic Center-Capital Projects Fund in the amount of \$280,000.

Requested City Council Action

Make a motion approving a resolution authorizing an operating transfer from the General Fund to the IRA Civic Center-Capital Projects Fund in the amount of \$280,000.

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

RESOLUTION NO. 17-

A RESOLUTION AUTHORIZING AN OPERATING TRANSFER FROM THE GENERAL FUND TO THE IRA CIVIC CENTER-CAPITAL PROJECTS FUND IN THE AMOUNT OF \$280,000

WHEREAS, at the September 21, 2016 Council meeting, the Council approved entering into a contract with Champion Iron, LLC, for the Community Multi-Use Pavilion for a total contract amount of \$759,878.69 and

WHEREAS, the City's contribution of \$280,000 for the construction of the outdoor pavilion was discussed, and

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, authorizes an operating transfer from the General Fund to the IRA Civic Center-Capital Projects Fund in the amount of \$280,000.

Adopted this 11th day of December, 2017.

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 #: 17-0894 **Version:** 1 **Name:** MnDOT Offer to Sell 91-585-4104
Type: Agenda Item **Status:** Consent Agenda
File created: 12/4/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Consider an offer to sell a portion of parcel 91-585-4104 to the State of Minnesota
Sponsors:
Indexes:
Code sections:
Attachments: [Appraisal](#)
[Offer letter](#)
[Offer to sell](#)
[Parcel Layout](#)
[Warranty deed](#)
[RES Sale of Land to State.pdf](#)

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

Consider an offer to sell a portion of parcel 91-585-4104 to the State of Minnesota

Background Information:

The State of Minnesota has offered to purchase 1,059 sf of parcel 91-585-4104 for the reconstruction of Highway 38. The area of interest is the southwest corner of the 14th Street NW intersection (see attached parcel map). The project is scheduled for the 2018 construction season and the purpose of the purchase to ensure all traffic signal equipment and sidewalks are located on State owned property. The State completed an appraisal and have offered \$1000.00 based on said appraisal.

Staff Recommendation:

City staff recommends approving a resolution to sell a portion of parcel 91-585-4104 to the State of Minnesota for \$1000.00.

Requested City Council Action

A motion approving a resolution to sell a portion of parcel 91-585-4104 to the State of Minnesota for \$1000.00.

OWNER'S COPY

RAMSLAND & VIGEN, INC.
Real Estate Appraisers & Consultants
LONSDALE BUILDING
302 WEST SUPERIOR STREET, SUITE 600
DULUTH, MINNESOTA 55802-5110

MAXWELL O. RAMSLAND, JR., MAI, CRE
JOHN M. VIGEN, SRA, RM
GARY A. BATTUELLO, MAI
SHANNON LUEPKE, MAI

TELEPHONE: 218/727-8583
FACSIMILE: 218/727-1697
appraise@ramslandvigen.com

February 17, 2017

Mr. Werner Pitzen, Appraisal Supervisor
Minnesota Department of Transportation
Room 517, Mail Stop 633
395 John Ireland Boulevard
St. Paul, Minnesota 55155

Re: City of Grand Rapids
SWC Hwy 38 and 14th St. NW
Grand Rapids, Minnesota
SP 3108-80; Parcel 206
CS 3108 (38=96) 902

Dear Mr. Pitzen:

Following your request for an appraisal of the above captioned property, I have inspected the property, reviewed available market data, and the findings are summarized herein.

This is an Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and the intended use stated herein. The appraiser is not responsible for the unauthorized use of this report.

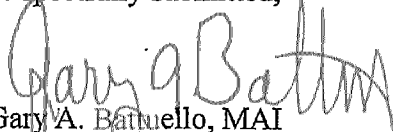
Based on the analyses, findings and conclusions presented herein, it is my opinion that the market value of the subject land, as of February 2, 2017, is:

FORTY-EIGHT THOUSAND DOLLARS
(\$48,000.00)

Following a partial taking for highway right-of-way purposes, the market value of the subject land is estimated to be:

FORTY-SEVEN THOUSAND DOLLARS
(\$47,000.00)

Respectfully submitted,


Gary A. Battuello, MAI
Certified General Real Estate Appraiser
Minnesota License #4000939

VALUATION SUMMARY AND CONCLUSIONS

S.P.: 3108-80 No. 206

Summary of Appraisal

County: Itasca

ESTIMATE OF VALUE BEFORE TAKING

Owner: City of Grand Rapids

Property Address:

302-310 14th St NW

Grand Rapids, Minnesota

Appraisal Date: 02/02/2017

Land Value	<u>95,234</u> sf/	<u>\$.50</u>	<u>\$ 47,617</u>

Rights and

Improvements			<u>\$</u>
Site Imprv			<u>\$</u>

Interests Appraised:

Fee Simple: X

Landscaping			<u>\$</u>
Rounding			<u>383</u>

Easement: _____

TOTAL			<u>\$ 48,000</u>
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Tenant's Interest: _____

Other: _____

ESTIMATE OF VALUE AFTER TAKING

Zoning: SPU-Shoreland Public Use

Land Value	<u>94,175</u> sf/	<u>\$.50</u>	<u>\$ 47,087</u>

Present Use: Open Park

Remaining			
Improvements			<u>\$</u>
Paving			<u>\$</u>

Highest and Best Use:

Market Use-Residential

Landscaping			<u>\$</u>
Less Costs to Cure			
TOTAL		<u>Rounded</u>	<u>\$ 47,000</u>

Land Area: 95,234 sq. ft.

TOTAL DAMAGE			<u>\$ 1,000</u>
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Bldg Size: _____

ALLOCATION OF ACQUISITION

Improvements:

Land Taken	<u>1,059</u> sf/	<u>\$.50</u>	<u>\$ 530</u>
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Type of Building: None

Temp			

Living Units: NA

Improvements			
Taken			<u>\$</u>

APPRAISED

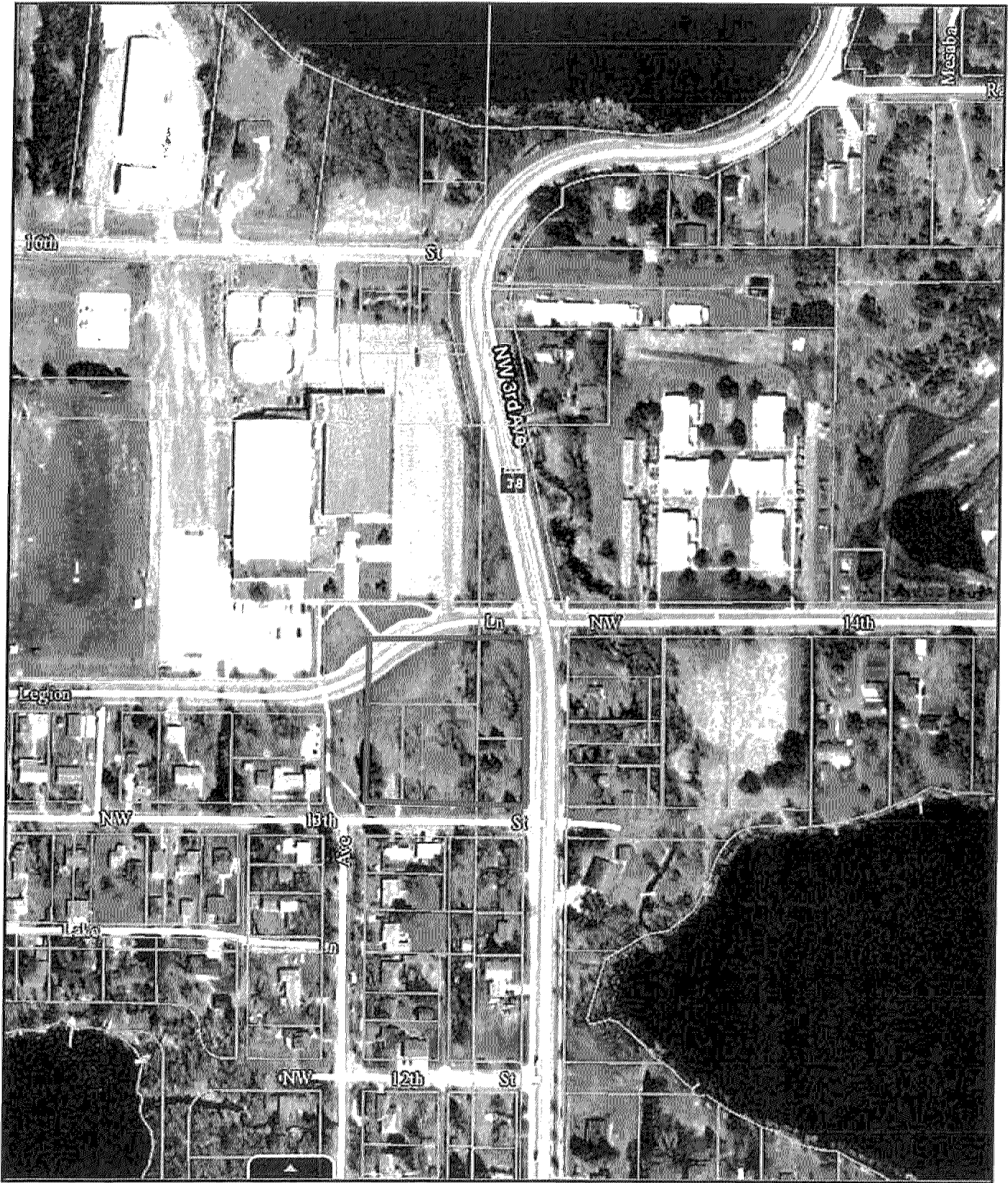
BY Gary A. Battuello, MAI, AI-GRS

Date February 17, 2017

Landscaping			<u>\$</u>
Severance (Land)			

Costs to Cure			
---------------	--	--	--

TOTAL (Rounded)			<u>\$ 1,000</u>
-----------------	--	--	-----------------





Looking west across
Highway 38 at Parcel 206.

Looking south across
14th Street (Legion Drive
at Parcel 206).



Looking southwest across
Highway 38 at parcel 206.

IDENTITY OF THE PROPERTY

The subject property is a parcel of land at the southwest corner of Highway 38 (Third Avenue NW) and 14th Street NW in the city of Grand Rapids, Itasca County, Minnesota.

Lands consist of a roughly square 95,234 square foot parcel which is part of a larger, municipal, multi-use facility including park and school improvements. The site is a level, corner parcel and has no building improvements but does have site improvements of an outdoor basketball court, multiple horseshoe pits plus lawns, trees and shrubs.

Legal descriptions for the property are reproduced within the Addenda to this report. The property is identified by Itasca County for real estate tax purposes as parcel numbers:

91-585-4104

91-585-4102

91-017-1409

91-017-1408

91-595-0110

PURPOSE OF THE APPRAISAL

The purpose of this appraisal is to estimate the market value of the subject property both before and after a partial acquisition for highway purposes, as of February 2, 2017, the date of inspection.

The definition of market value used in this appraisal is found in The Dictionary of Real Estate Appraisal, 6th edition, p. 142:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- Buyer and seller are typically motivated;
- Both parties are well informed or well advised, and acting in what they consider their best interests;
- A reasonable time is allowed for exposure in the open market;
- Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

INTENDED USE/USER OF THE APPRAISAL

This appraisal report is to serve as a basis of value for partial acquisition of the subject property. The client is the Minnesota Department of Transportation. The appraisal report is intended to be used by the client and their counsel as well as others involved in the acquisition/eminent domain process. It is not intended for any other uses or by any other users.

PROPERTY RIGHTS APPRAISED

The subject of this report is the fee simple interest in the herein described real estate as of February 2, 2017, the date of inspection by the appraiser.

SCOPE OF THE ASSIGNMENT

The appraisal involved an inspection of the subject property on February 2, 2017, collection of public information from Itasca County and Grand Rapids sources, and collection of market data for vacant land sales from public and private sources such as assessors, realtors and multiple listing services.

The information assembled was then used to develop a sales comparison approach to value for the subject land before the proposed highway taking.

A sales comparison approach was then employed to arrive at an estimate of value following the project.

This report is intended to be supplemented with oral testimony should a valuation hearing be needed.

HISTORY OF THE PROPERTY

The subject land has been owned by the city of Grand Rapids for a number of years. There have been no known offerings, offers, contracts or sales of the subject in the previous five years.

EXPOSURE TIME

Exposure time is a hypothetical period that the property would have been exposed to the market prior to the date of valuation. For the subject market area, this is estimated to be 3 to 24 months.

GRAND RAPIDS METROPOLITAN AREA

The City of Grand Rapids, Minnesota, is located approximately 80 miles northwest of Duluth and 180 miles north of Minneapolis/St. Paul.

Grand Rapids reported a slightly declining population from the 1990 census of 7,976 to the 2000 census of 7,764, but has reported a dramatic increase to a 2010 census of 10,869. This increase is a result of annexation and not from organic growth. Itasca County experienced an increase for the same periods from 40,863 in 1990, to 43,992 in 2000, to 45,058 in 2010. Future population projections vary, but prevailing opinion anticipates continued stability or modest growth into the foreseeable future.

Presented below is a statistical review of the City of Grand Rapids.

Form of Government:	Mayor-Council
Population:	11,127 (2015 estimate)
Hospitals:	One; 108 beds
Universities:	Community college
Public Schools:	ISD 318; 7 schools
Police Department:	One station; 20 full-time employees
Fire Department:	One station; 25 part-time employees
Newspapers:	One weekly; regional daily
Railroads:	Two
Churches:	25; including many denominations
Climate:	Hottest month is July with temperatures ranging from 54.1° to 80.6°. The coldest month is January with a mean range of -5.3° to 17.6°. There are 100 days between killing frosts. Average annual precipitation is 25"/snow 52".

The Grand Rapids economy is closely tied to the paper industry through UPM, the former Blandin Paper Company. The company produces coated paper for use in magazines and books and has a national clientele. UPM has expanded its production capacity several times over the past decades but is currently operating at a reduced production level. Other major industrial concerns also operate in the Grand Rapids area including TEREX (All Season Vehicle) and Arrowhead Promotions. In the past, Grand Rapids benefited economically from iron mining activity because of its location at the western end of the Mesabi Range. Mining made a brief comeback in the area with the expansion of Magnetation, a newer company using original natural ore and waste materials to create a higher-grade iron ore. However, the company went bankrupt in 2015-2016 with loss of employment. The present weakness in the core raw materials industries (timber and iron mining) is felt in the area as demonstrated by an Itasca County unemployment rate of 8.7 percent for December 2016. This compares to the 8.1 percent rate for December 2015. However, the local unemployment is higher than the Minnesota rate of 4.0 percent and lower than the U. S. rate of 4.5 percent for December 2016.

The area surrounding Grand Rapids has clean lakes and large tracts of public forest and parks. Fishing, hunting, camping, skiing, golfing, and a multitude of other recreational activities attract visitors from around the state and region. Tourism has been an important component of the economy in the past, and will continue to be so in the future.

Grand Rapids' location at the intersection of U. S. Highway 2 and 169 puts it at a center of commercial highway transportation in northeastern Minnesota. The city is served by an airport with a 5,750-foot hard surfaced runway. Grand Rapids is a daily service area for United Parcel Service.

Please see the current Community Profile for Grand Rapids which is reproduced in the Addenda.

NEIGHBORHOOD DATA

The subject land is located at the intersection of Minnesota Highway 38 and 14th Street NW in the north central portion of the city of Grand Rapids. This area is ±1 mile north of the downtown core and central business district.

Land use is predominantly residential to the south of 14th Street. The northeast corner of the intersection is a subsidized housing facility operated by the Grand Rapids HRA, and the northwest corner is a larger municipal facility including indoor-outdoor hockey rinks, several athletic fields and the Grand Rapids High School. A small park, part of American Legion Park, is situated at the southwest corner of the Highway 38 and 14th Street intersection and it includes an outdoor basketball court.

A short distance to the north is McKinney Lake, to the southeast is Crystal Lake and to the west-southwest is Hale Lake.

SITE DATA

The subject site is a roughly square parcel of land at the southwest corner of Highway 38 (N-S) and 14th Street NW (E-W). The site has slightly over 300 feet on each right-of-way and was originally a platted city block. Lands are level, grass covered and have a number of trees. Municipal utilities are available to this location.

The site has full length frontage on Highway 38 (3rd Avenue NW), 13th Street NW and 14th Street NW with utilities available to these frontages as well.



REAL ESTATE TAX AND ASSESSMENT

Records from the Itasca County Auditor's office indicate that the subject land is owned by the city of Grand Rapids and is not taxable due to municipal ownership.

ZONING

The subject is located in a “SPU, Shoreland Public Use” zoning district as established and administered by the city of Grand Rapids. This district is intended to be used for major public or quasi-public uses of land as set forth in the comprehensive plan. All uses are also subject to shoreland management standards.

Minimum lot size in this zone is one acre.

The subject does not appear to be in a flood hazard area and county wetland maps do not identify any portions of the site as such.



DESCRIPTION OF THE IMPROVEMENTS

The city of Grand Rapids lands identified as Parcel 206 are essentially vacant land, grass covered and with a number of trees.

The only structural improvement are an outdoor basketball court on a concrete slab and multiple horseshoe courts. They are not impacted by the proposed acquisition and will not be considered herein.

HIGHEST AND BEST USE

The term “Highest and Best Use” as used in this report is considered to be:

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximized its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset’s existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid.
3. [The] highest and most profitable use for which property is adaptable and needed or likely to be needed in the reasonably near future.

The subject land is a 95,234-square-foot (2.2 acre) parcel in a location zoned for public use. However, if the property were transferred out of public ownership, it is considered probable that zoning and potential uses would be consistent with the residential zoning and uses of adjacent privately owned properties.

Demand for new construction has been limited due to the stable/static character of the local markets. However, the overall site could readily serve as six to twelve homesites. Residential use for creation of multiple single-family homesites is considered to be the highest and best use of the site under private ownership.

PROJECT DESCRIPTION

The roadway project for which this partial acquisition is necessary is a reconstruction of the Highway 38 and 14th Street NW intersection. The construction has already occurred, but several small land areas in the new right-of-way need to be acquired post-project to provide the proper underlying right-of-way easements. New pieces of right-of-way are to be acquired in fee.

For Parcel 206, the new right-of-way is a strip of land on the south side of 14th Street as it runs westerly from Highway 38 (3rd Avenue NW). Land area of the new right-of-way is a calculated 1,059 square feet. It consists of a 20-foot deep by 35-foot long rectangle at the very northeast corner of the overall parcel and then a 5-foot deep strip of land running westerly for ±72 feet. Please see the drawing on the following page for configuration of the overall parcel and the portion to be acquired.

Since the part to be acquired is in the very corner of the site, adjacent to existing roadways and does not impact any uses of the remainder site, only the loss in value of the land to be acquired needs to be considered in this analysis.

Mn/DOT parsk.cel

MINNESOTA DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY PARCEL LAYOUT



Topographic Information required: Proposed R/W line & access taking.

Lot lines & dimensions.

Show north arrow.

Outline & location of buildings & improvements. Streets or highway frontage.

C.S. 3108(38=96)902

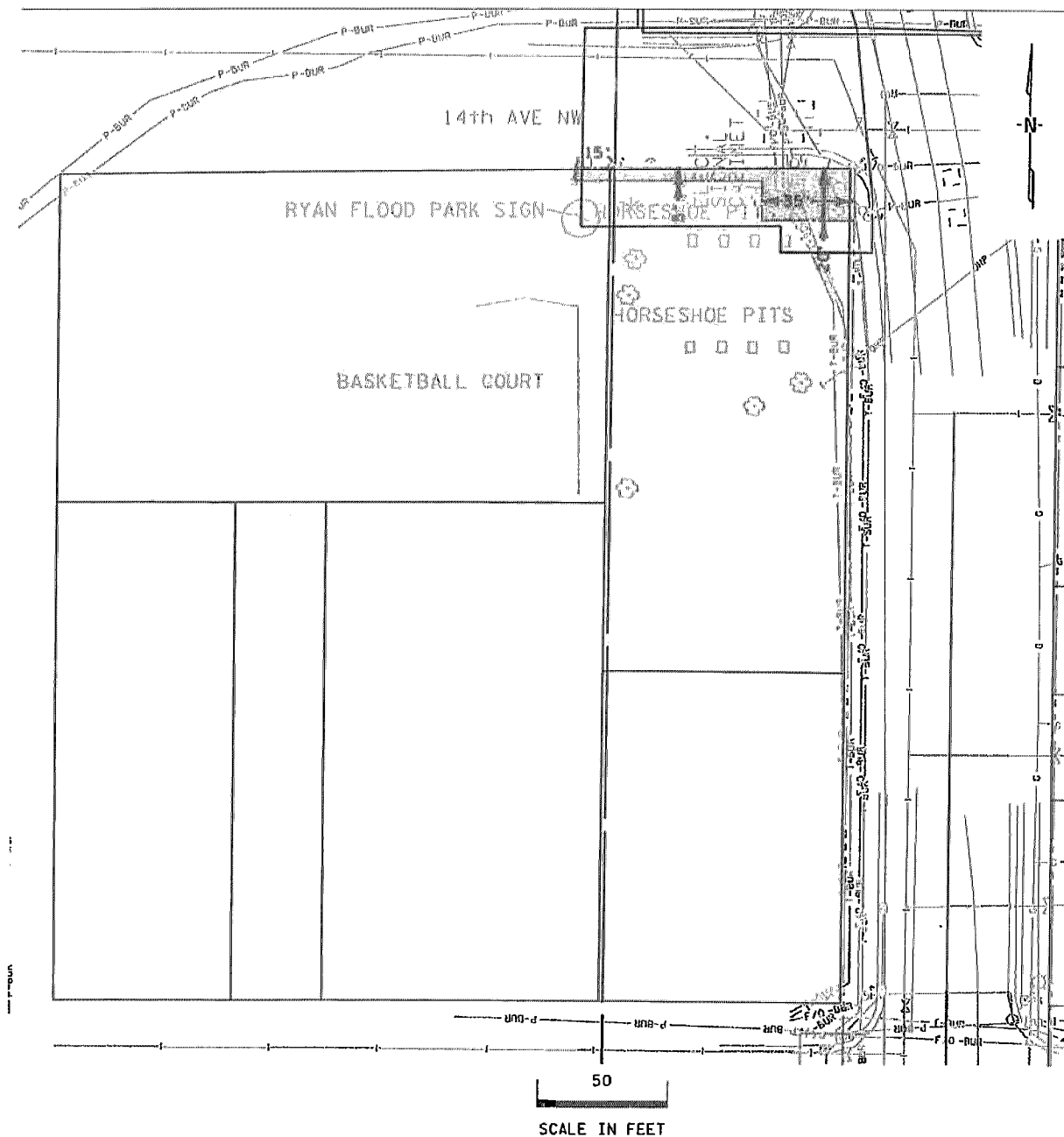
S.P. 3108-80

COUNTY ITASCA

PARCEL NO. 206

OWNER CITY OF GRAND RAPIDS

Sheet 1 of 2



Layout sketch by L. Bode Date 12/16/2016 Parcel No. 206

VALUATION PROCEDURE – Before the Project

Traditional appraisal practice uses three recognized indicators of value: The cost, income and sales comparison approaches.

A cost approach estimates the value of land which is added to the replacement cost new of the improvements less applicable depreciation. This method is most reliable for newer structures on land improved to its highest and best use. Because the subject property is viewed as vacant land, no cost approach will be presented.

An income approach is based upon the principle of anticipation. It estimates the potential income for a property, deducts relevant expenses to arrive at a net operating income and then converts that income into an estimate of value. Since the subject is not currently rented, nor are similar properties rented in the market, an income approach is not presented.

Sales comparison is an appraisal method based upon collecting sales data for similar properties and directly comparing the sales to the subject property to arrive at a value estimate. It is most reliable when a sufficient number of properties closely resembling the subject are available for the comparison process. This approach to land value will be fully relied upon in this report.

Land sales have been researched in the neighborhood for vacant residential parcels consistent with the forecast highest and best use of the site. Presented on the following pages are a series of land sales used as comparables for this analysis. Land sales will be analyzed on a basis of price paid per square foot of land.

Land Sale 1



Location: 407 Legion Lane (14th Street NW)
Grand Rapids, Minnesota

Seller: Robert W. Bowers

Buyer: R & J Virnig

Date of Sale: February 2016

Description: Lots 1, 2, 3, 4 and 5, less 5 ½, Block 2
Lemler Addition to Grand Rapids

PIN: 91-595-0210

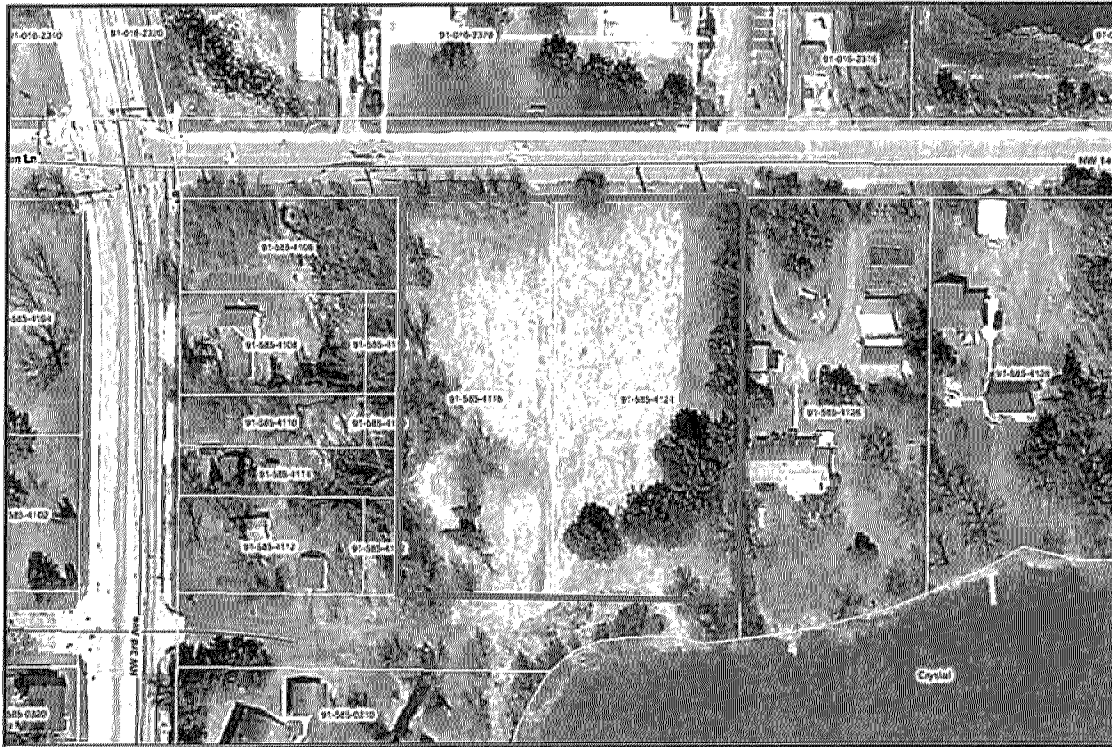
Land Area: 14,607 effective sq. ft. (approximately 175 x 83 feet)

Price: \$7,500

Price/Sq. Ft.: \$.51

Comments: Comparable is a level parcel of residential land on the south side of Legion Lane (14th Street NW). It was purchased by an adjoining owner, and the stated purpose was construction of a single-family home. Lot has ±175 feet of street frontage.

Land Sale 2



Location: 202-208 14th Street NW
Grand Rapids, Minnesota

Seller: John Podominick

Buyer: Eldon Allison

Date of Sale: September 2014

Description: Lot 4 and E 135' of Lot 3 Park Row
Kearneys First Addition to Grand Rapids

PIN: 91-585-4116 and 91-585-4124

Land Area: 89,433 sq. ft.

Price: \$55,000

Price/Sq. Ft.: \$.61

Comments: Comparable is a level parcel of vacant land on the south side of 14th Street (+278 feet of street frontage). The site is just north of Crystal Lake, but does not have lake frontage due to a platted city street. The property was marketed for nearly a year and was purchased by an adjoining owner.

Land Sale 3



Location: N of 103 14th Street NE
Grand Rapids, Minnesota

Seller: Craig Wilcox

Buyer: Itasca County

Date of Sale: November 2014

Description: Part of W 229' of E ½ - NW ¼ - SE ¼ - NW ¼
Sec 16, T55N-R25W

PIN: 91-016-2416

Land Area: 106,820 sq. ft.

Price: \$58,000

Price/Sq. Ft.: \$.54

Comments: Comparable is a forested (plantation) parcel of vacant residential land split off from seller's improved parcel to the south. Buyer was adjacent land owner; county fairgrounds.

Land Sale 4



Location: 21xx Strader Drive
Grand Rapids, Minnesota

Seller: J & R Arlt

Buyer: Enbridge Energy LP

Date of Sale: October 2013

Description: Lots 13-15, Less W 296', Block 2
Strader's Addition to Grand Rapids

PIN: 91-707-0291

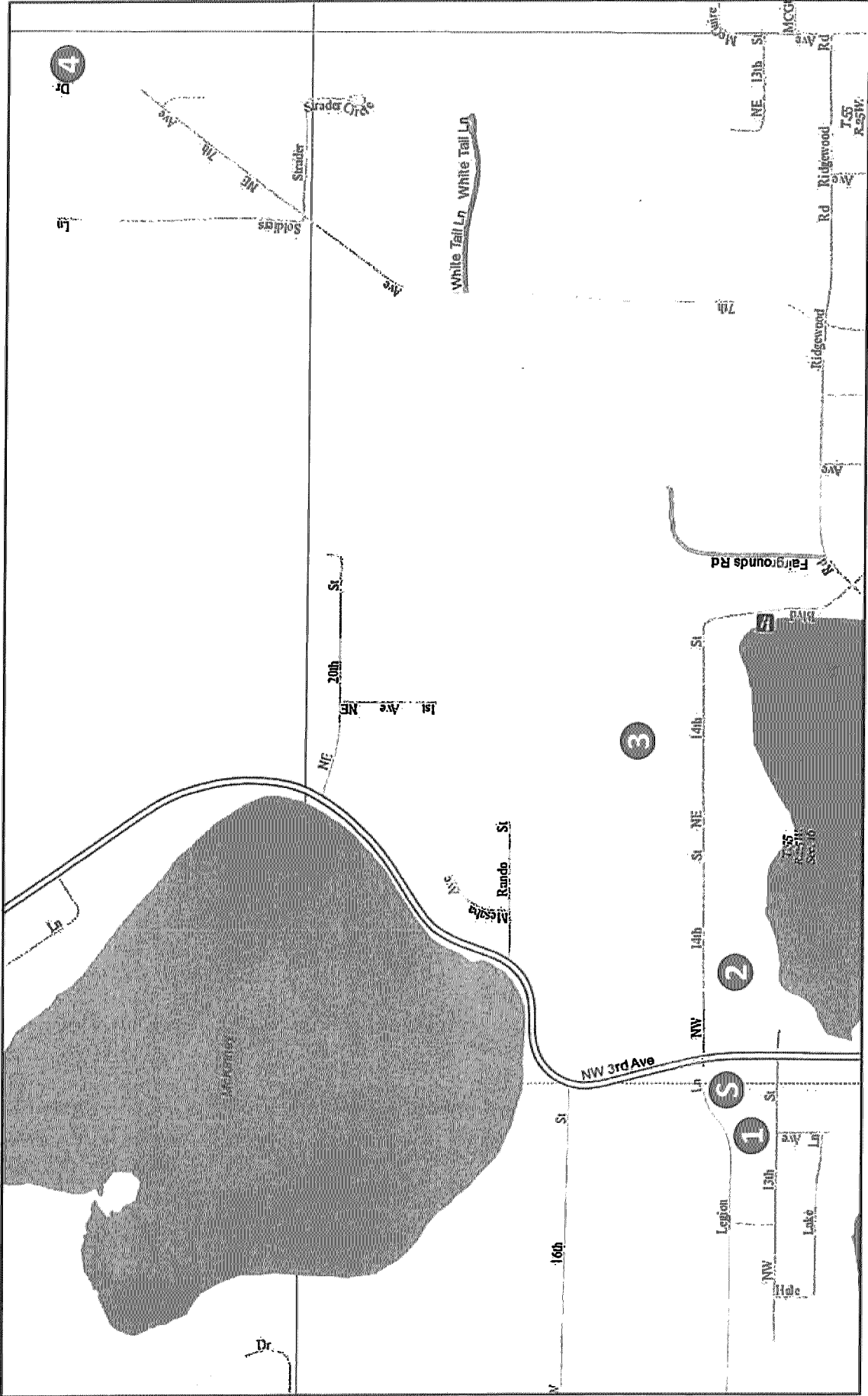
Land Area: 35,532 sq. ft.

Price: \$20,000

Price/Sq. Ft.: \$.56

Comments: Comparable is a parcel of level vacant land. Seller resided across the street and buyer owned adjoining lands (pipeline).

Land Sales Map



The available, nearby residential sales presented herein are summarized in the chart below:

Sale	Date	Land Sq. Ft.	Price	Price/SF
1	2/16	14,607	\$7,500	\$.51
2	9/14	89,433	55,000	.61
3	11/14	106,820	58,000	.54
4	10/13	35,532	20,000	.56
Subject	2/17	95,234		

The comparable land sales demonstrate a fairly close pattern, but do have certain feature differences in comparison to the subject. Time in the market was considered, but after discussions with local real estate professionals, the market is viewed as stable over the relevant time frame and no adjustment for time will be made.

Size is a factor recognizing that larger parcels tend to sell for lower unit prices than smaller parcels. Sales 2 and 3 are similar in size to the subject, while Sales 1 and 4 are smaller. Sale 1 will be adjusted downward 20 percent for size, while Sale 4 will be adjusted downward 10 percent.

Location is a subjective factor for the subject's position relative to the sales. The subject and Sales 1 and 2 all are impacted by proximity to traffic of Highway 38 and 14th Street. Conversely, Sale 3 is displaced from road access and Sale 4 is adjacent to a pipeline. However, sale prices still appear relatively uniform and no adjustment for location will be employed.

Lastly, physical characteristics takes into consideration the site itself. All sites are level, usable land with excellent use potential similar to the subject. Sale 2 offers proximity and an overview of Crystal Lake, although no direct, deeded frontage. This sale will be adjusted downward of this superior feature. Adjustments are summarized in the following table.

Sale	Unadj. Price/SF	Size	Phys. Char.	Adj. Price/SF
1	\$.51	.80	1.00	.41
2	.61	1.00	.80	.49
3	.54	1.00	1.00	.54
4	.56	.90	1.00	.50

The average adjusted price is \$.485 per square foot, and it is considered reasonable to use \$.50 per square foot for the land value of the overall site. Calculations are:

$$95,234 \text{ square feet} \times \$0.50 \text{ per square foot} = \$47,617$$

Rounded to: \$48,000

VALUATION PROCEDURE-After the Project

A value estimate for Parcel 206, after taking into consideration the project acquisition, will also be based on the Sales Comparison approach to value. It will rely on the same set of comparable sales and, since the remainder lands will have the same general use and potential after the project, the same unit price.

After the project, the subject site will have 94,175 square feet of land. Those lands will be estimated at the same \$.50 per square foot land value as the before estimate. Calculations are:

Remainder Land

94,175 square feet x \$.50 per square foot = \$47,087

Rounded to: \$47,000

VALUE CONCLUSIONS

Before the Project	\$48,000
After the Project	<u>(47,000)</u>
Estimated Loss in Value	\$1,000

CERTIFICATION

I certify that, to the best of my knowledge and belief:

The statements of fact contained in this report are true and correct.

The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, impartial, and unbiased professional analyses, opinions, and conclusions.

I have no present or prospective interest in the property that is the subject of this report and I have no personal interest with respect to the parties involved.

I have not provided real estate valuation services regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

My engagement in this assignment was not contingent upon developing or reporting predetermined results.

My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of my client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

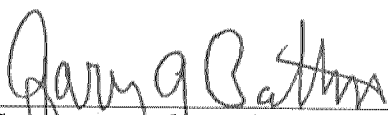
I have inspected the property that is the subject of this report.

No one provided significant real property appraisal assistance to the person signing this report.

The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, which include the Uniform Standards of Professional Appraisal Practice.

The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

As of the date of this report, the undersigned, Gary A. Battuello, has completed the continuing education program for Designated Members of the Appraisal Institute.

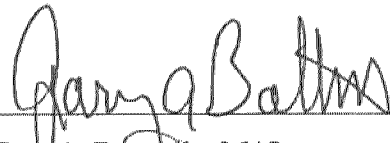


Gary A. Battuello, MAI, AI-GRS
Certified General Real Estate Appraiser
Minnesota License #4000939

INSPECTION CERTIFICATION

SP 3108-80, Parcel 206

I certify that I personally inspected the subject property February 2, 2017. I had mailed notice of the pending appraisal work to the city of Grand Rapids, and then met with Matt Wegworth, the city engineer, on February 2, 2017. He did not join in the property inspection on that date.

A handwritten signature in black ink, appearing to read "Gary A. Battuello", written over a horizontal line.

Gary A. Battuello, MAI
Certified General Real Estate Appraiser
Minnesota License #4000939

ADDENDA

RIGHT OF WAY PARCEL LAYOUT



MINNESOTA DEPARTMENT OF TRANSPORTATION

Topographic information required: Proposed R/W line & access taking.

Lot lines & dimensions.

Show north arrow.

Outline & location of buildings & improvements. Streets or highway frontage.

C.S. 3108(38=96)902

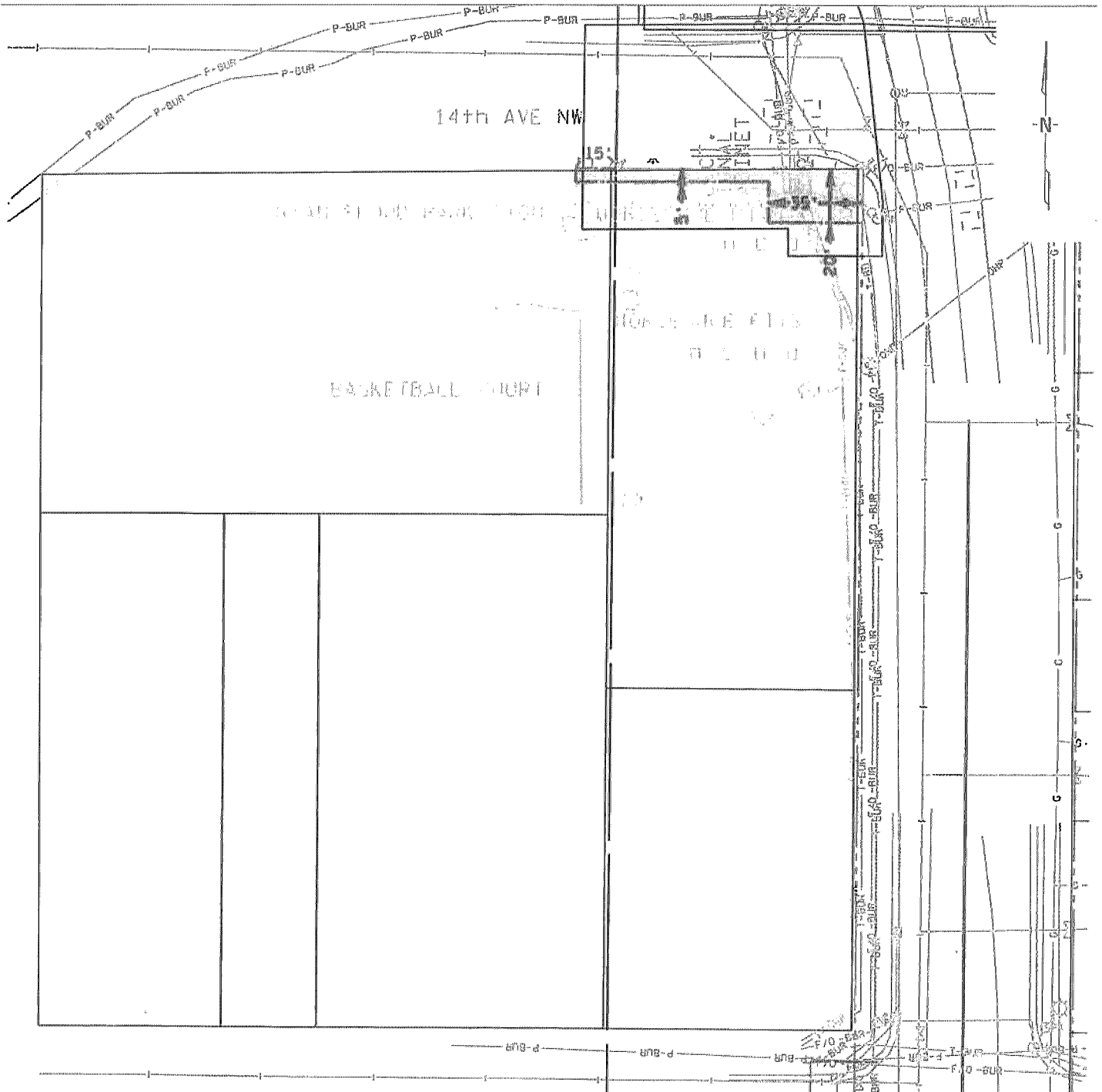
S.P. 3108-80

COUNTY ITASCA

PARCEL NO. 206

OWNER CITY OF GRAND RAPIDS

Sheet 1 of 2



50

SCALE IN FEET

Layout sketch by L. Bode Date 12/16/2016 Parcel No. 206

RIGHT OF WAY PARCEL LAYOUT



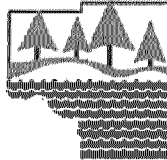
MINNESOTA DEPARTMENT OF TRANSPORTATION

Topographic information required: Proposed R/W line & access taking. Lot lines & dimensions.
 Show north arrow. Outline & location of buildings & improvements. Streets or highway frontage.

C.S. 3108(38=96)902
 S.P. 3108-80 COUNTY ITASCA PARCEL NO. 206
 OWNER CITY OF GRAND RAPIDS Sheet 2 of 2

C.S. 3108(38=96)902 S.P. 3108-80

RIGHT OF WAY IN SECTION 17-55-25							
PARCEL NUMBER	OWNER	CONTIGUOUS PROPERTY	ENTIRE TRACT WITHOUT ROADS	NEW T.H. R/W	BALANCE	PERMANENT R/W INTEREST	
			SQ. FEET	SQ. FEET	SQ. FEET		
206	CITY OF GRAND RAPIDS	S1/2 N1/2 SE1/4 NE1/4 S1/2 SE1/4 NE1/4	95234	1059	94175	FEE	

	<p>Itasca County Parcel Information System Itasca County's Web Site</p>	<p>Mon, Feb 6, 2017 Parcel Info Data Date: February 03, 2017 CRV Info Data Date: February 03, 2017 Payment Detail Data Date: February 03, 2017</p>
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[Parcel Information](#)
 [CRV Information](#)
 [Lake Finder](#)
 [FAQ](#)
 [Request Info](#)

2015 Assessor's Market Values For Taxes Payable In 2016

Record Details Parcel Number: 91-585-4104

Owner of Record CITY OF GRAND RAPIDS
 420 N POKEGAMA AVE
 GRAND RAPIDS MN 55744

Plat Name:	KEARNEYS 1ST ADD. TO GR
1st Line of Legal Desc:	VILLAGE OF GR N191' OF LT 1 PARK
Deeded Acres:	0.4
Sec-Twp-Rng:	16-55-25
Lake (# / Name):	
Emergency Number:	NOT AVAILABLE



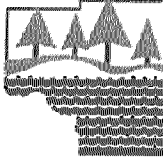
[View the Itasca County GIS map](#) for this parcel in a NEW WINDOW.

This parcel has 1 property tax classification(s). Valuations are provided below for each classification.

Class Code 776 Municipal - All Other		<p>Total Land Value = \$6,100 Total Building Value = \$0 Grand Total Value = \$6,100</p>	<p>91-585-4104 Click Here To See The Current Year Tax Record For This Parcel</p>
Land Value:	\$6,100		
Building Value:	\$0		
Total Class Value:	\$6,100		

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Minnesota Counties Information Systems
 Grand Rapids, MN
 Website hosting & maintenance provided by [Boreal Access](#)

 <p>Itasca County Parcel Information System Itasca County's Web Site</p>	<p>Mon, Feb 6, 2017</p> <p>Parcel Info Data Date: February 03, 2017 CRV Info Data Date: February 03, 2017 Payment Detail Data Date: February 03, 2017</p>
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- [Parcel Information](#)
 [CRV Information](#)
 [Lake Finder](#)
 [FAQ](#)
 [Request Info](#)

2015 Assessor's Market Values For Taxes Payable In 2016

Record Details Parcel Number: 91-585-4102

Owner of Record
 CITY OF GRAND RAPIDS
 420 N POKEGAMA AVE
 GRAND RAPIDS MN 55744

Plat Name:	KEARNEYS 1ST ADD. TO GR
1st Line of Legal Desc:	S 125 FT OF LOT 1
Deeded Acres:	0.27
Sec-Twp-Rng:	16-55-25
Lake (# / Name):	
Emergency Number:	NOT AVAILABLE



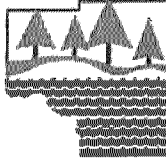
[View the Itasca County GIS map](#) for this parcel in a NEW WINDOW.

This parcel has 1 property tax classification(s). Valuations are provided below for each classification.

<table border="1"> <tr> <td colspan="2">Class Code 776 Municipal - All Other</td> </tr> <tr> <td>Land Value:</td> <td>\$4,000</td> </tr> <tr> <td>Building Value:</td> <td>\$0</td> </tr> <tr> <td>Total Class Value:</td> <td>\$4,000</td> </tr> </table>	Class Code 776 Municipal - All Other		Land Value:	\$4,000	Building Value:	\$0	Total Class Value:	\$4,000	<p>Total Land Value = \$4,000</p> <p>Total Building Value = \$0</p> <p>Grand Total Value = \$4,000</p>	<p>91-585-4102 Click Here To See The Current Year Tax Record For This Parcel</p>
Class Code 776 Municipal - All Other										
Land Value:	\$4,000									
Building Value:	\$0									
Total Class Value:	\$4,000									

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 Grand Rapids, MN
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	<p>Itasca County Parcel Information System Itasca County's Web Site</p>	<p style="text-align: right;">Mon, Feb 6, 2017</p> <p style="text-align: right;">Parcel Info Data Date: February 03, 2017 CRV Info Data Date: February 03, 2017 Payment Detail Data Date: February 03, 2017</p>
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- [Parcel Information](#)
 [CRV Information](#)
 [Lake Finder](#)
 [FAQ](#)
 [Request Info](#)

2015 Assessor's Market Values For Taxes Payable In 2016

Record Details Parcel Number: 91-595-0110

Owner of Record CITY OF GRAND RAPIDS
 420 N POKEGAMA AVE
 GRAND RAPIDS MN 55744

Plat Name:	LEMLER ADD. TO GRAND RAPIDS
1st Line of Legal Desc:	LOTS 1-2 BLK 1
Deeded Acres:	0.3
Sec-Twp-Rng:	17-65-25
Lake (# / Name):	
Emergency Number:	NOT AVAILABLE



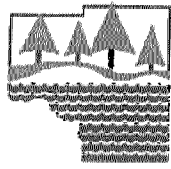
[View the Itasca County GIS map](#) for this parcel in a NEW WINDOW.

This parcel has 1 property tax classification(s). Valuations are provided below for each classification.

Class Code 776 Municipal - All Other	Total Land Value = \$4,500 Total Building Value = \$0 Grand Total Value = \$4,500	91-595-0110 Click Here To See The Current Year Tax Record For This Parcel	
Land Value:			\$4,500
Building Value:			\$0
Total Class Value:			\$4,500

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- [Parcel Information](#)
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 [FAQ](#)
 [Request Info](#)

2015 Assessor's Market Values For Taxes Payable In 2016

Record Details Parcel Number: 91-017-1408

Owner of Record CITY OF GRAND RAPIDS
 420 N POKEGAMA AVE
 GRAND RAPIDS MN 55744

Plat Name:	
1st Line of Legal Desc:	W 35FT OF E 142.2FT OF S 188.2FT OF SE NE
Deeded Acres:	0.15
Sec-Twp-Rng:	17-55-25
Lake (# / Name):	
Emergency Number:	NOT AVAILABLE



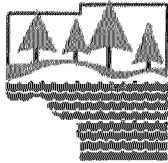
[View the Itasca County GIS map](#) for this parcel in a **NEW WINDOW**.

This parcel has 1 property tax classification(s). Valuations are provided below for each classification.

Class Code 776 Municipal - All Other		<p>91-017-1408 Click Here To See The Current Year Tax Record For This Parcel</p>
Land Value:	\$2,300	
Building Value:	\$0	
Total Class Value:	\$2,300	
<p>Total Land Value = \$2,300 Total Building Value = \$0 Grand Total Value = \$2,300</p>		

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 <p>Itasca County Parcel Information System Itasca County's Web Site</p>	<p>Mon, Feb 6, 2017</p> <p>Parcel Info Data Date: February 03, 2017 CRV Info Data Date: February 03, 2017 Payment Detail Data Date: February 03, 2017</p>
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[Parcel Information](#)
 [CRV Information](#)
 [Lake Finder](#)
 [FAQ](#)
 [Request Info](#)

2015 Assessor's Market Values For Taxes Payable In 2016

Record Details Parcel Number: 91-017-1409

Owner of Record CITY OF GRAND RAPIDS
 420 N POKEGAMA AVE
 GRAND RAPIDS MN 55744

Plat Name:	
1st Line of Legal Desc:	E 107.2' OF S 188.2' OF PT OF SE NE LYG N OF
Deeded Acres:	0.48
Sec-Twp-Rng:	17-55-25
Lake (# / Name):	
Emergency Number:	NOT AVAILABLE



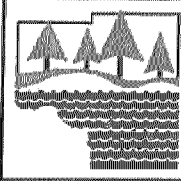
[View the Itasca County GIS map for this parcel in a NEW WINDOW.](#)

This parcel has **1** property tax classification(s). Valuations are provided below for each classification.

<table border="1"> <tr> <td colspan="2">Class Code 776 Municipal - All Other</td> </tr> <tr> <td>Land Value:</td> <td>\$11,300</td> </tr> <tr> <td>Building Value:</td> <td>\$0</td> </tr> <tr> <td>Total Class Value:</td> <td>\$11,300</td> </tr> </table>	Class Code 776 Municipal - All Other		Land Value:	\$11,300	Building Value:	\$0	Total Class Value:	\$11,300	<p>Total Land Value = \$11,300</p> <p>Total Building Value = \$0</p> <p>Grand Total Value = \$11,300</p>	<p>91-017-1409</p> <p>Click Here To See The Current Year Tax Record For This Parcel!</p>
Class Code 776 Municipal - All Other										
Land Value:	\$11,300									
Building Value:	\$0									
Total Class Value:	\$11,300									

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	<p>Itasca County Parcel Information System Itasca County's Web Site</p>	<p>Mon, Feb 6, 2017 Parcel Info Data Date: February 03, 2017 CRV Info Data Date: February 03, 2017 Payment Detail Data Date: February 03, 2017</p>
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2015 Assessor's Market Values For Taxes Payable In 2016

Record Details Parcel Number:

**Owner
 of
 Record**

Plat Name:	
1st Line of Legal Desc:	
Deeded Acres:	
Sec-Twp-Rng:	-
Lake (# / Name):	/
Emergency Number:	NOT AVAILABLE



[View the Itasca County GIS map](#) for this parcel in a NEW WINDOW.

This parcel has 0 property tax classification(s). Valuations are provided below for each classification.

Total Land Value = \$0	Click Here To See The Current Year Tax Record For This Parcel
Total Building Value = \$0	
Grand Total Value = \$0	

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Minnesota Counties Information Systems
 Grand Rapids, MN
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Grand Rapids, Minnesota

Coordinates: 47°14′14″N 93°31′49″W﻿ / ﻿47.23722°N 93.52972°W﻿ / 47.23722; -93.52972

From Wikipedia, the free encyclopedia

Grand Rapids is a city in Itasca County, Minnesota, United States. The population was 10,869 at the 2010 census.^[5] It is the county seat of Itasca County.^[6]

The city of Grand Rapids is named for the 3.5-mile (5.6 km) long local rapids in the Mississippi River, which was the uppermost limit of practical steamboat travel during the late 19th century. Today, those rapids are hidden underneath the dam of the Blandin Paper Mill.

Contents

- 1 History
- 2 Geography
 - 2.1 Major highways
 - 2.2 Climate
- 3 Demographics
 - 3.1 2010 census
 - 3.2 2000 census
- 4 Government
- 5 Economy
 - 5.1 Annual tourism events
- 6 Education
- 7 Media
 - 7.1 Local radio stations
 - 7.2 Newspapers
 - 7.3 Television stations
- 8 Notable people
- 9 References
- 10 External links

History

Grand Rapids, Minnesota	
<div>City</div>	
<div><div><div><div><div><div></div></div></div><div><div><div></div><div></div></div></div><div><div><div></div></div></div><div><div><div></div></div></div></div></div></div> <div>Location of the city of Grand Rapids within Itasca County, Minnesota</div> <div>Coordinates: 47°14′14″N 93°31′49″W﻿ / ﻿47.23722°N 93.52972°W﻿ / 47.23722; -93.52972</div>	
Country	United States
State	Minnesota
County	Itasca
Founded	Circa 1872
Incorporated (village)	June 9, 1891
Government <div></div>	
 • Type	Mayor – Council
 • Mayor	Dale Adams
Area <div>^[1]</div>	
 • Total	24.44 sq mi (63.30 km ²)
 • Land	22.56 sq mi (58.43 km ²)
 • Water	1.88 sq mi (4.87 km ²)
Elevation <div></div>	1,286 ft (392 m)
Population <div> (2010)^[2]</div>	
 • Total	10,869
 • Estimate (2014 ^[3])	11,097
 • Density	481.8/sq mi (186.0/km ²)
Time zone	Central (CST) (UTC-6)

Grand Rapids was originally founded as a logging town, as the Mississippi River provided an optimal method of log shipment to population centers. The predecessor of the Blandin paper mill opened in 1902.^[7]

The town was also the childhood home of Judy Garland, born Frances Ethel Gumm.

• Summer (DST)	CDT (UTC-5)
ZIP codes	55730, 55744, 55745
Area code(s)	218
FIPS code	27-25118
GNIS feature ID	0656428 ^[4]
Website	cityofgrandrapidsmn.com (http://cityofgrandrapidsmn.com/)

The Forest History Center (<http://www.mnhs.org/places/sites/fhc/>) is a State Historic Site and a living history museum that recreates life as it was in a turn of the 20th century logging camp. Costumed interpreters guide visitors through a recreated circa 1890s logging camp to educate the public on the history of white pine logging and its relevance to today's economy. Miles of nature trails, educational naturalist programming, and an interpretive museum are also located on the site.

Old Central School, located in downtown Grand Rapids, was built in 1895 in the Richardsonian Romanesque style of architecture. The three story building served as an elementary school from 1895 to 1972. A community effort restored the building in 1984 and it now serves as a location for commerce and is listed on the National Register of Historic Places.

Geography

According to the United States Census Bureau, the city has a total area of 24.44 square miles (63.30 km²), of which 22.56 square miles (58.43 km²) is land and 1.88 square miles (4.87 km²) is water.^[1]

Grand Rapids is the county seat of Itasca County, a county that contains over 1000 lakes.

The city of Grand Rapids sits at the junction of U.S. Highways 2 and 169. U.S. Highway 2 runs west towards Bemidji and east towards Duluth. U.S. Highway 169 heads south to Hill City, and ultimately towards the city of Minneapolis. In the other direction, U.S. Highway 169 heads up the Mesabi Range until it reaches the city of Virginia, passing through Hibbing and several other smaller towns along the way. Grand Rapids is also the starting point of State Highway 38, running 47 miles (76 km) north along the *Edge of the Wilderness Scenic Byway* towards Effie. State Highway 38 has been designated a National Scenic Byway by the United States Department of Transportation.

Major highways

The following routes are located within the city of Grand Rapids.

- 2 U.S. Highway 2
- 169 U.S. Highway 169
- 38 Minnesota State Highway 38 – Edge of the Wilderness Scenic Byway

Climate

The city of Grand Rapids has a Humid continental climate (Köppen Climate Classification Dfb) with warm summers and long, cold winters, typical of its location on the Mesabi Iron Range.

Month	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Year
Record high °F (°C)	51 (11)	61 (16)	80 (27)	93 (34)	101 (38)	100 (38)	104 (40)	100 (38)	99 (37)	89 (32)	71 (22)	59 (15)	104 (40)
Average high °F (°C)	19.4 (−7)	26.3 (−3.2)	38.5 (3.6)	54.3 (12.4)	67.0 (19.4)	75.5 (24.2)	80.2 (26.8)	78.2 (25.7)	67.9 (19.9)	53.8 (12.1)	36.6 (2.6)	22.5 (−5.3)	51.7 (10.9)
Average low °F (°C)	−2.7 (−19.3)	2.3 (−16.5)	16.1 (−8.8)	29.7 (−1.3)	41.4 (5.2)	51.1 (10.6)	56.0 (13.3)	54.1 (12.3)	44.9 (7.2)	33.3 (0.7)	20.1 (−6.6)	4.2 (−15.4)	29.2 (−1.6)
Record low °F (°C)	−51 (−46)	−45 (−43)	−39 (−39)	−10 (−23)	11 (−12)	24 (−4)	33 (1)	27 (−3)	15 (−9)	−3 (−19)	−25 (−32)	−45 (−43)	−51 (−46)
Average precipitation inches (mm)	0.92 (23.4)	0.64 (16.3)	1.31 (33.3)	2.06 (52.3)	3.07 (78)	4.37 (111)	4.29 (109)	3.41 (86.6)	3.31 (84.1)	2.81 (71.4)	1.61 (40.9)	1.07 (27.2)	28.87 (733.3)
Average snowfall inches (cm)	12.3 (31.2)	7.2 (18.3)	7.7 (19.6)	3.8 (9.7)	0.2 (0.5)	0 (0)	0 (0)	0 (0)	Trace	1.5 (3.8)	9.4 (23.9)	11.7 (29.7)	54.4 (138.2)
Average precipitation days (≥ 0.01 in)	10	9	9	9	12	13	12	10	12	11	10	11	128
Average snowy days (≥ 0.1 in)	11	8	6	3	0	0	0	0	0	1	7	11	48

Source: NOAA (extremes 1915–present)^[8]

Demographics

2010 census

As of the census^[2] of 2010, there were 10,869 people, 4,615 households, and 2,633 families residing in the city. The population density was 481.8 inhabitants per square mile (186.0/km²). There were 4,910 housing units at an average density of 217.6 per square mile (84.0/km²). The racial makeup of the city was 94.6% White, 0.6% African American, 1.9% Native American, 0.6% Asian, 0.3% from other races, and 2.0% from two or more races. Hispanic or Latino of any race were 1.2% of the population.

There were 4,615 households of which 26.6% had children under the age of 18 living with them, 41.1% were married couples living together, 12.4% had a female householder with no husband present, 3.6% had a

Historical population

Census	Pop.	%±
1900	1,428	—
1910	2,230	56.2%
1920	2,914	30.7%
1930	3,205	10.0%
1940	4,875	52.1%
1950	6,019	23.5%
1960	7,265	20.7%
1970	7,247	−0.2%
1980	7,934	9.5%
1990	7,976	0.5%

male householder with no wife present, and 42.9% were non-families. 36.5% of all households were made up of individuals and 17.1% had someone living alone who was 65 years of age or older. The average household size was 2.20 and the average family size was 2.84.

2000	7,764	−2.7%
2010	10,869	40.0%
Est. 2015	11,127 ^[9]	2.4%

U.S. Decennial Census^[10]
2013 Estimate^[11]

The median age in the city was 42 years. 22.2% of residents were under the age of 18; 8.5% were between the ages of 18 and 24; 22.4% were from 25 to 44; 26% were from 45 to 64; and 20.8% were 65 years of age or older. The gender makeup of the city was 47.5% male and 52.5% female.

2000 census

As of the census of 2000, there were 7,764 people, 3,446 households, and 1,943 families residing in the city. The population density was 1,057.8 people per square mile (408.4/km²). There were 3,621 housing units at an average density of 493.3 per square mile (190.5/km²). The racial makeup of the city was 95.53% White, 0.28% African American, 1.93% Native American, 0.71% Asian, 0.03% Pacific Islander, 0.39% from other races, and 1.13% from two or more races. Hispanic or Latino of any race were 0.85% of the population.

There were 3,446 households out of which 25.6% had children under the age of 18 living with them, 41.5% were married couples living together, 11.8% had a female householder with no husband present, and 43.6% were non-families. 38.1% of all households were made up of individuals and 20.4% had someone living alone who was 65 years of age or older. The average household size was 2.15 and the average family size was 2.82.

In the city the population was spread out with 22.1% under the age of 18, 10.0% from 18 to 24, 23.9% from 25 to 44, 21.0% from 45 to 64, and 23.0% who were 65 years of age or older. The median age was 41 years. For every 100 females there were 87.0 males. For every 100 females age 18 and over, there were 81.7 males.

The median income for a household in the city was \$28,991, and the median income for a family was \$39,468. Males had a median income of \$36,035 versus \$20,759 for females. The per capita income for the city was \$17,223. About 9.2% of families and 11.2% of the population were below the poverty line, including 15.1% of those under age 18 and 6.4% of those age 65 or over.

Government

Grand Rapids is represented at the federal and state level by:

- U.S. House of Representatives 8th District – by Democrat Rick Nolan
- Minnesota Senate District 5 – by Democrat Tom Saxhaug
- Minnesota House of Representatives District 5B – by Democrat Tom Anzelc

Economy

Historically, the local economy was based on timber harvesting, and to this day, Blandin Paper Mill, now owned by the Finnish-based UPM paper company, has its papermaking facilities in downtown Grand Rapids, while Ainsworth (formerly Potlach) located just outside the city limits, produced oriented strand board until it ceased operation in September 2006.

The Mesabi Range or Iron Range region of Minnesota begins with one iron mine to the southwest and a number to the northeast of the city. Although technically and geographically a member of the Iron Range, Grand Rapids and its economy has been historically based on paper manufacturing and other wood products. Its current economy also has a large tourist footing, with many local resorts, four golf courses, over one million acres (4,000 km²) of public and industrial forestlands that provide excellent regional hunting, and more than 1,000 lakes for fishing. It also is the service center for 46,000 people due to a large seasonal and weekend population of summer residences on surrounding lakes, and a number of smaller bedroom communities located near Grand Rapids.

Grand Rapids was the first rural city in Minnesota to be served by an Advanced Life Support Ambulance Service.

Annual tourism events

- Mississippi Melodie Showboat – July
- Itasca Vintage Car Show – July
- Tall Timber Days – August
- White Oak Rendezvous and Festival – August
- Grand Slam of Golf Tournament – August
- Goods From the Woods – September
- National Ruffed Grouse Society Annual Hunt – October
- White Oak Classic Dog Sled Race – January
- Judy Garland Festival – July
- Timberman Triathlon - July

Education

Grand Rapids has one of the few competitive high school marching bands north of the Twin Cities. Schools in ISD 318 include:

- Southwest Elementary
- Murphy Elementary
- Forest Lake Elementary
- St. Joseph's Elementary
- Cohasset Elementary
- Robert J. Elkington Middle School
- Grand Rapids High School
- Bigfork School in Bigfork

Grand Rapids also has the following parochial and secondary schools:

- Grace Christian School

- Itasca Community College
- St. Joseph's

Media

Local radio stations

The following radio stations based in Grand Rapids. The city is also served by many other radio stations from around the Iron Range area.

- KOZY 1320 AM – Talk/Oldies
- KMFY 96.9 FM – Adult Contemporary
- KAXE 91.7 FM – Public Radio (first rural public radio station in the United States)
- KGPZ 96.1 FM – Country
- KBAJ 105.5 FM – Classic Rock (rebroadcast of KQDS-FM Duluth except for commercials and community calendar, which are local)

Newspapers

- *Grand Rapids Herald-Review* (<http://www.grandrapidsmn.com>) – Published on Sundays and Wednesdays.

Television stations

Grand Rapids TV is primarily fed in from Duluth, MN television stations, but some cable subscribers also receive Bemidji, MN & Minneapolis, MN television stations as well. Local government and community events are covered by the local community television station. Television stations available in Grand Rapids are:

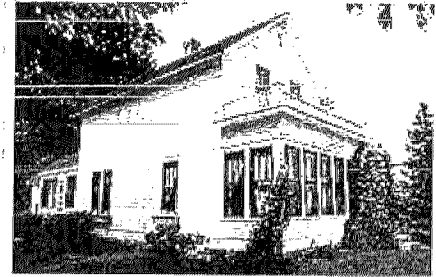
- KAWE 9 – PBS station based in Bemidji.
- KR11 11 – NBC station serving Chisholm/Hibbing (multiplexed into several digital subchannels; 11.1 rebroadcasts KBJR-TV NBC 6 of Duluth & 11.3 rebroadcasts KDLH CBS 3 of Duluth).
- KCCW 12 – CBS station serving Walker/Bemidji/Brainerd (rebroadcast of WCCO-TV CBS 4 of Minneapolis).
- WIRT 13 – ABC station serving Hibbing (rebroadcast of WDIO ABC 10 of Duluth).
- K29EB 29 – Translator of KQDS-TV FOX 21 of Duluth.
- WRPT 31 – PBS station serving Hibbing (rebroadcast of WDSE PBS 8 of Duluth).
- Itasca Community Television, Inc. (ICTV) – Public access community television station serving the Itasca County area.

Notable people

Grand Rapids was the birthplace and early childhood home of legendary singer and actress Judy Garland, although her family moved to Lancaster, California, when she was four years old. The Itasca County Historical Society maintains a Judy Garland exhibit in their Heritage Museum and Judy's fully restored birthplace, in a home built in 1892, is open to the public as the Judy Garland Museum.

Notable people who were born in Grand Rapids or lived in the city include:

- Bill Baker, a member of the Miracle on Ice 1980 U.S. Olympic Hockey Team that won the Gold Medal in Lake Placid, New York. Baker was also a member of the first Grand Rapids High School State Championship winning hockey team.
- Hugh Beaumont, of *Leave it to Beaver* fame, retired from show business in the late 1960s, launching a second career as a Christmas-tree farmer here.
- Jon Casey, professional hockey player for the Minnesota North Stars with a record of most wins of 31 in 1989-1990
- Judy Garland, actress and singer, born June 10, 1922, in Grand Rapids.
- Alex Goligoski, professional hockey player for the Dallas Stars.
- Lois Hall, actress.
- Trent Klatt, played in NHL: Los Angeles Kings, Vancouver Canucks, Dallas Stars, Philadelphia Flyers. And for Minnesota Golden Gophers.
- Don Lucia, hockey coach at the University of Minnesota.
- Jeff Nielsen, professional hockey player for the Minnesota Wild and other NHL teams.
- Norman Ornstein, political scientist.
- Dick Pesonen, professional football player.
- Janelle Pierzina, *Big Brother* television series cast member.
- Jon Rohloff, professional hockey player for the Boston Bruins.
- Dusty Rychart, basketball player for the Cairns Taipans.



Judy Garland's Birthplace

References

1. "US Gazetteer files 2010". United States Census Bureau. Retrieved 2012-11-13.
2. "American FactFinder". United States Census Bureau. Retrieved 2012-11-13.
3. "Population Estimates". United States Census Bureau. Retrieved 2016-04-09.
4. "US Board on Geographic Names". United States Geological Survey. 2007-10-25. Retrieved 2008-01-31.
5. "2010 Census Redistricting Data (Public Law 94-171) Summary File". *American FactFinder*. U.S. Census Bureau, 2010 Census. Retrieved 23 April 2011.
6. "Find a County". National Association of Counties. Retrieved 2011-06-07.
7. Grand Rapids Minnesota (http://users.stlcc.edu/jangert/grnd_rpd/grnd_rpd.html)
8. "NOWData - NOAA Online Weather Data". National Oceanic and Atmospheric Administration. Retrieved May 29, 2016.
9. "Annual Estimates of the Resident Population for Incorporated Places: April 1, 2010 to July 1, 2015". Retrieved July 2, 2016.
10. United States Census Bureau. "Census of Population and Housing". Retrieved September 11, 2013.
11. "Population Estimates". United States Census Bureau. Retrieved 2014-07-14.

External links

- City of Grand Rapids official website (<http://cityofgrandrapidsmn.com/>)



Wikimedia Commons has media related to ***Grand Rapids, Minnesota***.

-
- Grand Rapids *Herald Review* (<http://www.grandrapidsmn.com/>)
 - Itasca Community Television (<http://www.watchictv.org/>)
 - VisitGrandRapids.com (<http://www.visitgrandrapids.com/>)
 - Grand Rapids Community Internet (<http://www.grandrapidscommunityinternet.org/>)

Retrieved from "https://en.wikipedia.org/w/index.php?title=Grand_Rapids,_Minnesota&oldid=754349168"

Categories: [Cities in Minnesota](#) | [Cities in Itasca County, Minnesota](#)
| [Minnesota populated places on the Mississippi River](#) | [County seats in Minnesota](#)
| [Mining communities in Minnesota](#)

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RAMSLAND & VIGEN, INC.
Real Estate Appraisers & Consultants
LONSDALE BUILDING
302 WEST SUPERIOR STREET, SUITE 600
DULUTH, MINNESOTA 55802-5110

MAXWELL O. RAMSLAND, JR., MAI, CRE
JOHN M. VIGEN, SRA, RM
GARY A. BATTUELLO, MAI
SHANNON LUEPKER, MAI

TELEPHONE: 218/727-8583
FACSIMILE: 218/727-1697
appraise@ramslandvigen.com

January 27, 2017

Matt Wegworth, PE
City Engineer
City of Grand Rapids
420 North Pokegama Avenue
Grand Rapids, Minnesota 55744

Re: Highway 38 and 14th Street Project
Parcels 206, 209 and 309
Grand Rapids, Minnesota

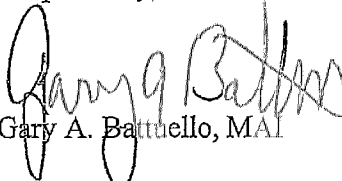
Dear Mr. Wegworth:

This office has been retained by the Minnesota Department of Transportation to provide appraisal services regarding acquisitions along Highway 38 near 14th Street. These acquisitions involve a reconstruction of the highway and affect property you represent in Grand Rapids, Itasca County, Minnesota.

It is my intention to inspect the properties in the next few weeks, and I plan to call you to arrange an appointment at the site should you desire to join that inspection.

Thank you in advance for your cooperation in this process.

Respectfully,


Gary A. Battuello, MAI

ASSUMPTIONS AND LIMITING CONDITIONS:

1. This Appraisal Report is intended to comply with the reporting requirements set forth under Standard Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. As such, it contains discussions of the data, reasoning, and analyses used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The information contained in this report is specific to the needs of the client and for the intended use stated in this report. The appraiser is not responsible for unauthorized use of this report.
2. No responsibility is assumed for legal or title considerations. Title to the property is assumed to be good and marketable unless otherwise stated in this report.
3. The property is appraised free and clear of any or all liens and encumbrances unless otherwise stated in this report.
4. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
5. The information furnished by others is believed to be reliable. However, no warranty is given for its accuracy.
6. All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property.
7. It is assumed that there are no hidden or unapparent conditions of the property, subsoil, or structures that render it more or less valuable. No responsibility is assumed for such conditions or for arranging for engineering studies that may be required to discover them.
8. It is assumed that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in this report.
9. It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a non-conformity has been stated, defined, and considered in this appraisal report.
10. It is assumed that all required licenses, certificates of occupancy, or other legislative or administrative authority from any local, state, or national governmental, or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
11. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
12. It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report.

13. The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
14. The exhibits found herein are included to assist the reader in visualizing the property. The appraisers assume no responsibility in connection with the accuracy of such items.
15. Any proposed improvements are assumed to be completed in a good, workmanlike manner in accordance with the submitted plans and specifications.
16. The distribution, if any, of the total valuation in this report between land and improvements applies only under the stated program of utilization. The separate allocations for land and buildings must not be used in conjunction with any other appraisal and are invalid if so used.
17. Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
18. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
19. The Americans with Disabilities Act, "ADA," became effective January 26, 1992. The appraiser has not made a specific compliance survey/analysis of this property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property, together with a detailed analysis of the requirements of the ADA, could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact may have a negative effect upon the value of the property. Since there is no direct evidence relating to this issue, non-compliance with the requirements of ADA has not been considered in estimating the value of the property.

QUALIFICATIONS OF THE APPRAISER

Gary A. Battuello, MAI, AI-GRS

Present Position: Ramsland & Vigen, Inc. (1981 - present)
Real Estate Appraisers & Consultants
302 West Superior Street #600
Duluth, Minnesota

Member: Appraisal Institute – North Star Chapter
MAI Designation, Certificate No. 7477
AI-GRS Designation, 2014
Lake Superior Chapter – President 1993, 2004-2005

Licenses: Minnesota Real Estate Appraiser - #4000939 (Cert General)
Wisconsin Real Estate Appraiser - #16-10 (Cert General)
Illinois Real Estate Appraiser - #553.002118 (Cert General)

Academic Education: University of Minnesota
Graduate School of Business and Economics
Masters of Business Administration (1992)

University of Wisconsin-Superior
Data Processing Major, B. S. - Summa Cum Laude (1983)

Michigan Technological University
Engineering (1970 - 1972)

Appraisal Education: SREA Courses, University of Wisconsin
Course 101 (1977)
R-2 examination (1978)
Narrative Report Seminar (1978)
AIREA Courses, University of Minnesota
Capitalization II and III (1983)
2-2, Report Writing (1984)
2-3, Standards of Professional Practice (1985)
General Review Theory (2014)
AIREA Examinations
Capitalization I (1983)
1A-2, Procedures (1984)
2-1, Case Studies (1984)
6, Real Estate Investment Analysis (1985)
Recent Appraisal Institute Seminars
Business Practice and Ethics (2016)
USPAP Update (2016)
USPAP Update (2014)
Subdivision Valuation (2013)
DCF Model: Concepts, Issues & Apps (2013)
Business Practices & Ethics (2013)
Appraisal Review – General (2011)

Battuello (continued)

Publications:

"Appraisal Issues in the Valuation of Extremely Large Buildings,"
The Appraisal Journal, (October 1996): 394-398, The Appraisal
Institute, Chicago

"The Impact of Real Property Taxation Upon Economic
Development," Master's Dissertation, 1992, University of
Minnesota

Mr. Battuello is an acknowledged contributor to the recently
published "Appraising Industrial Properties" text of the Appraisal
Institute (2005)

Partial List of Clients:

Allete/Minnesota Power
Aluminum Corporation of America (ALCOA)
Burlington Northern Santa Fe Railroad
Canadian National Railway
Enbridge Energy Ltd Partnership
Federated Department Stores
Ford Motor Company
General Electric
Great Lakes Gas Transmission Company
J C Penney Company Inc
Kraft Foods
Minnesota Department of Transportation
Sears Holding Corporation
Tate & Lyle (formerly A E Staley)
United States Steel

The Appraisal Institute conducts a voluntary program of continuing education for its designated members. MAIs and RMs who meet the minimum standards of this program are awarded periodic educational certification. I am currently certified under this program.

Date: _____

City of Grand Rapids
Mayor
Grand Rapids City Hall
420 N. Pokegama
Grand Rapids, MN 55744-2662

In reply refer to: MS 631
S.P.: 3108-80RW C.S.: 3108 (38=196) 902 Job: TRW227972
County: Itasca
Parcel: 206 - CITY OF GRAND RAPIDS
Property Address:

The State of Minnesota, acting through its Department of Transportation (MnDOT), will be purchasing a portion of your property for improvements to Highway 38. The person delivering this purchase package is a representative of MnDOT and will explain the procedures involved in the land acquisition process.

This package includes a copy of an appraisal completed by MnDOT for the property being purchased. The certified appraised amount offered to you is \$1,000.00. This amount is for the real estate being acquired and no other damages or loss in value to the remainder property has been identified in the appraisal.

In accordance with Federal and State laws and regulations, eligible property owners and/or occupants of the property on the date of this purchase offer may be entitled to relocation assistance and benefits.

It is important that you review all of the information provided in this purchase package. It will help explain your rights during the purchasing process and assist you in making your decisions. If at any time you have questions or concerns, please contact your MnDOT representative.

Very truly yours,

Duane M. Green Jr., Acting Director
Office of Land Management



Enclosures:

"Guide for Property Owners" Booklet

Legal Description describing acquisition

Offer to Sell and Memorandum of Conditions (reference copy if applicable)

Conveyance Instrument (reference copy if applicable)

"Relocation Assistance" Booklet (if applicable)

Valuation Report

Appraisal Reimbursement Claim form

Acquisition Incidental Claim form

Plat map (if applicable)

Parcel sketch

Receipt of Valuation Report:

Date: _____

Owners Signature: _____

**Minnesota Department of Transportation
APPRAISAL REIMBURSEMENT CLAIM**

FOR OFFICIAL USE ONLY	
Name (Payee) <u>City of Grand Rapids</u>	
Address <u>Mayor, Grand Rapids City Hall, 420 N. Pokegama, Grand Rapids, MN 55744-2662</u>	
Dist. <u>D1 - Duluth</u>	
S.P. <u>3108-80RW</u>	
Parcel <u>206</u>	
C.S. <u>3108 (38=196) 902</u>	
C.ID. <u>0</u>	
Fed No. <u>State Funds</u>	
County <u>Itasca</u>	
Prop. Owner <u>CITY OF GRAND RAPIDS</u>	
Parcel Address _____	
City/State/Zip _____	

FOR OFFICIAL USE ONLY	
Approved Amount \$ _____	
Approved By _____	District Authorization _____ Date _____
Approved By _____	OLM Authorization _____ Date _____
Date Application Approved _____	
Mail Check to:	
Name _____	
Address _____	
City/State/Zip _____	

FOR OFFICIAL USE ONLY
Vendor Number: _____

NAME AND ADDRESS OF QUALIFIED APPRAISER	
Name of Appraiser _____	MN License # _____
Address _____	City _____
NOTE: Paid receipt and signed/dated appraisal report from above-named appraiser must accompany this form.	

I, the undersigned, do hereby certify that the above information is correct, and that any receipts or statements attached hereto accurately represent the expenses incurred. I further certify that I have not submitted any other claim for reimbursement of, or have received compensation or reimbursement for, any expense in connection with this claim. I understand that any falsification of any portion of this claim will result in its denial.

MAIL CLAIM TO:

**DISTRICT 1-DULUTH
1123 MESABA AVE.
DULUTH, MN 55811
PHONE (218) 725-2700**

Date _____

Name (print) _____

Signature _____

Telephone _____

October 18, 2017
3108-902-206

ML
JMM

FEE ACQUISITION

Parcel 206 C.S. 3108 (38=196) 902

S.P. 3108-80RW

All of the following:

That part of Lot 1, Park Row, Kearney's First Addition to Grand Rapids, and the Southeast Quarter of the Northeast Quarter of Section 17, Township 55 North, Range 25 West, shown as Parcel 206 on Minnesota Department of Transportation Right of Way Plat Numbered 31-198 as the same is on file and of record in the office of the County Recorder in and for Itasca County, Minnesota;

containing 75 square feet, more or less, in the unplatted portion.

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION

**OFFER TO SELL AND
MEMORANDUM OF CONDITIONS**

RECOMMENDED FOR APPROVAL

Supervisor of Direct Purchase
APPROVED

By

C.S.: 3108 (38=196) 902 Parcel: 206 County: Itasca

Owners and addresses: City of Grand Rapids, Mayor, Grand Rapids City Hall, 420 N. Pokegama, Grand Rapids, Minnesota, 55744-2662;

For a valuable consideration, on this _____ day of _____, _____, the undersigned owners hereby offer to sell and convey to the State of Minnesota for a total consideration of one thousand and 00/100 Dollars (\$1,000.00) a fee simple title to the real estate or an interest therein situated in Itasca County, Minnesota, described in the copy of the instrument of conveyance hereto attached.

The undersigned parties have this day executed an instrument for the conveyance of the aforesaid real estate or an interest therein to the State of Minnesota, and have conditionally delivered the same to the State of Minnesota, which instrument shall have no effect until and unless this offer to sell and convey is accepted in writing by the Office of Land Management of the Minnesota Department of Transportation within 90 days from the date of this offer. Such notice of acceptance shall be by certified mail directed to the address appearing after our signatures hereto. If this offer is not so accepted within the time limited herein such conveyance shall be of no effect, and said instrument shall forthwith be returned to the undersigned owners.

If this offer is accepted it is mutually agreed by and between the owners and the State as follows:

(1) Possession of the real estate shall transfer to the State on the date of acceptance. The owners shall have the right to continue to occupy the property or to rent same to the present occupants or others until the date of transfer of possession. Any change in occupancy shall be subject to approval and concurrence by the State. On or before the date for transfer or possession the owners will vacate the real estate and the improvements (if any) located thereon, or cause same to be vacated, remove all personal effects therefrom and have all utilities (if any) shut off by the supplier of same. No buildings appurtenances or other non-personal items or fixtures will be removed from the premises by the owners or renters, including plumbing and heating fixtures, etc. The owners shall notify the Department of Transportation as soon as the improvements are vacated. The owners will maintain the improvements during their period of occupancy and will make all necessary repairs at their own expense. The State's prospective bidders for the purchase or demolition of the improvements on the property shall have the right of entry for inspection purposes during the last 10 days of possession by the owners.

(2) Title to said real estate shall pass to the State of Minnesota as of the date of said acceptance subject to conditions hereinafter stated.

(3) Buildings (if any) on said real estate shall be insured by the owners against loss by fire and windstorm in the amount of present coverage or if none in force then in an amount not less than the current market value during the entire period of the owners' occupancy of the buildings on the real estate, such policy or policies of insurance to be endorsed to show the State's interest.

(4) If the State of Minnesota is acquiring all or a major portion of the property, mortgages (if any) on the property shall be satisfied in full by the State of Minnesota. The amount paid by the State of Minnesota to satisfy said mortgage(s) shall be deducted from the amount to be paid to the owners under the terms of this agreement. The amount paid by the State of Minnesota to satisfy the mortgage(s) shall include interest on the mortgage(s) to date that payment is made to the mortgage holder.

(5) If the State of Minnesota is acquiring only a minor portion of the property, and the property is encumbered by a mortgage, it shall be the responsibility of the owners to furnish a partial release of mortgage. The mortgage holder will be included as a payee along with the owners on the check drawn in payment for the property. Any fee charged by the mortgage holder for the partial release of mortgage must be paid for by the owners.

(6) The owners will pay all delinquent (if any) and all current real estate taxes, whether deferred or not, which are a lien against the property. **Current taxes shall include those payable in the calendar year in which this document is dated.** The owners will also pay in full any special assessments, whether deferred or not, which are a lien against the property. The owners will also be responsible for and will pay in full any pending special assessments. The owners' obligation to pay deferred and pending taxes and assessments shall continue after the sale and shall not merge with the delivery and acceptance of the deed.

(7) If encumbrances, mechanics liens or other items intervene before the date the instrument of conveyance is presented for recording and same are not satisfied or acknowledged by the owners as to validity and amount and payment thereof authorized by the owners, said instrument of conveyance shall be returned to the owners.

(8) Payment to the owners shall be made in the due course of the State's business after payment of taxes, assessments, mortgages and all other liens or encumbrances against said real estate. The owners will not be required to vacate the property until the owners have received payment.

(9) No payments shall be made of any part of the consideration for said sale until marketable title is found to be in the owners and until said instrument of conveyance has been recorded.

(10) The owners hereby acknowledge receipt of a copy of the instrument of conveyance executed by them on this date, and a copy of this offer and memorandum.

(11) It is understood that unless otherwise hereinafter stated the State acquires all appurtenances belonging to the premises including:

OWNERS

CITY OF GRAND RAPIDS

By _____

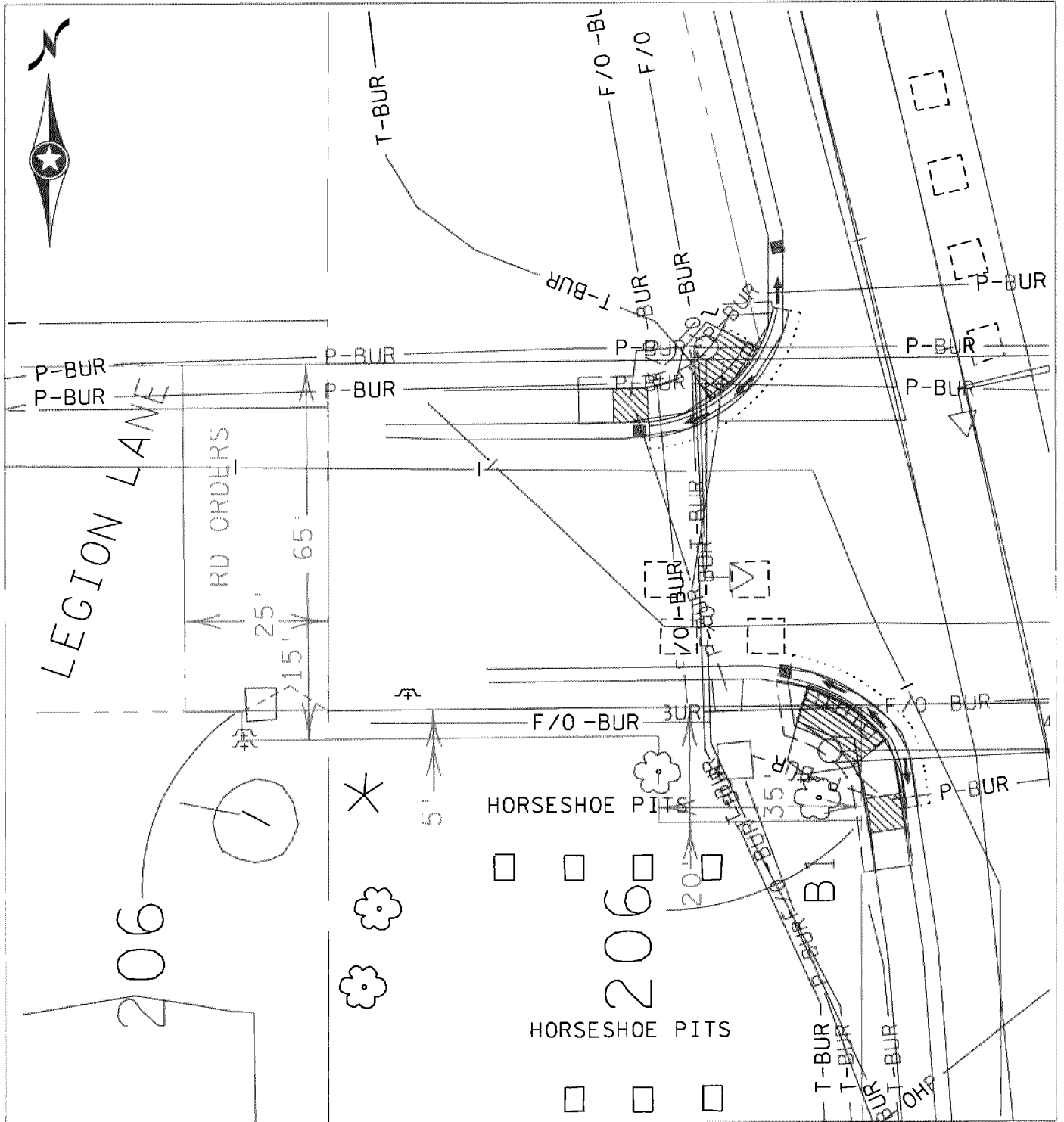
Its _____

And _____

Its _____

(Address of Owner where acceptance is to be mailed.)

SCALE 1" = 25'



WARRANTY DEED

STATE DEED TAX DUE HEREON: \$ _____

C.S. 3108 (38=196) 902

Parcel 206

Date: _____

County of Itasca

For and in consideration of the sum of one thousand and 00/100 Dollars (\$1,000.00), City of Grand Rapids, a municipal corporation under the laws of the state of Minnesota, Grantor, hereby conveys and warrants to the State of Minnesota, Grantee, real property in Itasca County, Minnesota, described as follows:

All of the following:

That part of Lot 1, Park Row, Kearney's First Addition to Grand Rapids, and the Southeast Quarter of the Northeast Quarter of Section 17, Township 55 North, Range 25 West, shown as Parcel 206 on Minnesota Department of Transportation Right of Way Plat Numbered 31-198 as the same is on file and of record in the office of the County Recorder in and for Itasca County, Minnesota;

containing 75 square feet, more or less, in the unplatted portion.

together with all hereditaments and appurtenances belonging thereto. Subject to mineral rights and utility easements of record, if any.

Check box if applicable:

- The Seller certifies that the seller does not know of any wells on the described real property.
- A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number _____.)
- I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

CITY OF GRAND RAPIDS

By _____

Its _____

And _____

Its _____

STATE OF MINNESOTA)
)SS.
COUNTY OF ITASCA)

The foregoing instrument was acknowledged before me this _____ day of _____, _____, by _____ and _____, the _____ and _____ of City of Grand Rapids, a municipal corporation under the laws of the state of Minnesota, on behalf of the municipal corporation.

NOTARY PUBLIC

My commission expires: _____

This instrument was drafted by the State of Minnesota, Department of Transportation, Legal and Property Management Unit, 395 John Ireland Blvd. St. Paul, MN 55155-1800

Send tax statements to Grantee: State of Minnesota Department of Transportation District 1 Right of Way 1123 Mesaba Avenue Duluth, MN 55811

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 17 -

A RESOLUTION APPROVING THE SALE OF LAND TO THE STATE OF MINNESOTA
FOR RIGHT-OF-WAY ON HIGHWAY 38

WHEREAS, the Department of Transportation has prepared a final layout for State Project 3108-80 206 on Trunk Highway 38, within the City of Grand Rapids for roadway improvements; and

WHEREAS, as part of the said project, the Minnesota Department of Transportation is establishing right-of-way limits throughout the project; and

WHEREAS, the City of Grand Rapids is the owner of certain property listed below:

That part of Lot 1, Park Row, Kearney's First Addition to Grand Rapids, and the Southeast Quarter of the Northeast Quarter of Section 17, Township 55 North, Range 25 West, shown as Parcel 206 on Minnesota Department of Transportation Right of Way Plat Numbered 31-198 as the same is on file and of record in the office of the County Recorder in and for Itasca County, Minnesota; containing 75 square feet, more or less, in the unplatted portion.

upon which Minnesota Department of Transportation desires to establish right-of-way; and

WHEREAS, the Minnesota Department of Transportation has made offers to the City of Grand Rapids to acquire a portion of said properties as recorded in the office of the County Recorder in Carlton County Minnesota; and

WHEREAS, the City Council has reviewed said offers and found them acceptable.

NOW THEREFORE, BE IT RESOLVED THAT,

1. The City of Grand Rapids hereby accepts the offers from the Minnesota Department of Transportation for right of way acquisition located within the corporate limits of the City of Grand Rapids.
2. The mayor and City Administrator are authorized to execute the necessary paperwork to accept the offers and transfer ownership of the property to the State of Minnesota.
3. The proceeds from the sale shall be deposited into the City's General Fund.

Adopted this 11th day of December, 2017

Dale C. 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.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0895 **Version:** 1 **Name:** CP 2011-3 Rec Feas and Call for Hearing
Type: Agenda Item **Status:** Consent Agenda
File created: 12/4/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Consider adopting a resolution accepting the Feasibility Report for CP 2011-3, 2018 Northeast Improvements Project and call for a Public Hearing on Monday, January 22, 2018 at 5:30 pm in the Grand Rapids City Council Chambers.

Sponsors:

Indexes:

Code sections:

Attachments: [12-11-17 Resolution CP 2011-3 Rec Feas Report Call for Hearing 2011-3 feasibility report.pdf](#)

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

Consider adopting a resolution accepting the Feasibility Report for CP 2011-3, 2018 Northeast Improvements Project and call for a Public Hearing on Monday, January 22, 2018 at 5:30 pm in the Grand Rapids City Council Chambers.

Background Information:

The Feasibility Report for CP 2011-3, 2018 Northeast Improvements Project is complete. With the report complete, the City Council can now consider passing a resolution accepting the Report and calling for a Public Hearing on Monday, January 22, 2018 at 5:30 pm in the Grand Rapids City Council Chambers.

Staff Recommendation:

City staff recommends adopting the attached resolution accepting the report and calling for the public hearing.

Requested City Council Action

Make a motion to adopt the attached resolution accepting the Feasibility Report for CP 2011-3, 2018 Northeast Improvements Project and call for a Public Hearing on Monday, January 22, 2018 at 5:30 pm in the Grand Rapids City Council Chambers.

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

RESOLUTION NO. 17-__

**A RESOLUTION RECEIVING THE REPORT AND
CALLING FOR A HEARING FOR
2018 Northeast Improvements Project
City Project 2011-3**

WHEREAS, a report has been prepared by the City Engineer with reference to the 2018 Northeast Improvements Project, and

WHEREAS, this report was received by the Council on December 11, 2017.

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

1. The council will consider the above-mentioned improvement in accordance with the Feasibility Report and the assessment of benefiting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes Chapter 429 at an estimated total cost of the improvement of \$2,613,428.
2. A Public Hearing shall be held on such proposed improvement on the 22nd day of January, 2018, in the council chambers located at the Grand Rapids City Hall at 5:30 p.m., and the Clerk shall give mailed and published notice of such hearing and improvement as required by law.

Adopted by the Council this 11th day of December, 2017.

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.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0896 **Version:** 1 **Name:** Resolution 2018-2020 Snow & Ice Control Policy
Type: Agenda Item **Status:** Consent Agenda
File created: 12/4/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Consider passing the Resolution adopting the City of Grand Rapids' 2018-2020 Snow and Ice Control Policy.
Sponsors:
Indexes:
Code sections:
Attachments: [2018-2020 Snow and Ice Control Policy Resolution](#)
[2018-2020 Snow and Ice Control Policy](#)

Date	Ver.	Action By	Action	Result
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Consider passing the Resolution adopting the City of Grand Rapids' 2018-2020 Snow and Ice Control Policy.

Background Information:

It is recommended by the League of MN Cities to develop a formal policy for the City's Snow and Ice Control Removal. The Policy and Resolution were developed and have been approved dating back to 1991. A copy of the City's Snow and Ice Control Policy will be available for viewing on the City's website at www.grandrapidsmn.com, (<http://www.grandrapidsmn.com>) and also in the Administration Office at City Hall. Upon approval, this Snow and Ice Control Policy will begin on January 1st, 2018 and be in effect through December 31st, 2020.

The only change made to the Policy from 2015-2017 is the addition of the City's Winter Parking Ordinance. This Ordinance was adopted on Monday December 12th, 2016 and has been added to the 2018-2020 Snow and Ice Control Policy.

Staff Recommendation:

Jeff Davies, Public Works Director, reviewed the Policy change and recommends approving the Resolution updating the City's Snow and Ice Control Policy.

Requested City Council Action

Approve and pass the Resolution adopting the City's 2018-2020 Snow and Ice Control Policy.

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

RESOLUTION NO. 17-

**A RESOLUTION APPROVING THE CITY OF GRAND RAPIDS PUBLIC WORKS DEPARTMENT
SNOW AND ICE CONTROL POLICY FOR 2018-2020
AND AUTHORIZE THE MAYOR AND CITY CLERK TO SIGN THE RESOLUTION**

WHEREAS, in conjunction with the City's participation in the League of Minnesota Cities Insurance Trust Property and Casualty Program has recommended that the City Council adopt a Snow and Ice Control Policy; and,

WHEREAS, the adoption of a city snow and ice control policy is of benefit to the City; and,

WHEREAS, the Public Works Director has reviewed and recommended the adoption of the Snow and Ice Control Policy.

BE IT RESOLVED BY THE CITY OF GRAND RAPIDS:

That all previously written documents and all unwritten policies are hereby superseded.

That the "Snow and Ice Control Policy" be on file in the City Administration Office and a part of the Public Works Policy Manual.

That this policy shall become effective on the day it is adopted.

Adopted this 11th day of December, 2017.

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: _____; whereby the resolution was declared duly passed and adopted.

SNOW & ICE CONTROL POLICY

12-11-17

1. **Statement of Intent**

It is the intent of City of Grand Rapids and the Public Works Department to the extent reasonably possible to provide safe travel for the pedestrian, bicyclist and motorist. The City recognizes the importance of maintaining passable streets for emergency vehicles and the general public. The Department shall work toward the goal of providing safe pedestrian, bicycle and traffic flow in an efficient and cost effective manner.

2. **Snow and Ice Control**

(This policy supersedes all previously written documents and unwritten policies on the subject of snow and ice control.)

Subject to the discretion of the Public Works Director the following policies apply:

- A. All Department of Public Works personnel shall be available for snow and ice control operations.
- B. Snowplow operators shall not exceed 12 hours in one shift without approval of the Public Works Director or designee. No more than 16 continuous hours total.
- C. Late spring and early snowfalls may be left on roadways if melting is determined to be eminent or if substantial damage will be caused by plows to the pavement structure or boulevards.
- D. Clearing of intersection snow banks will be accomplished when determined by the Public Works Director or designee to be needed on collector and arterial streets and near schools.
- E. Depositing snow from private property in any fashion by property owners or contractors onto a public street or highway is illegal and punishable as a misdemeanor according the Minnesota Statute 160.27.

3. **Operations**

- A. Prior to the crews being called out for snow plowing operations and post storm clean up, the Public Works Department shall inform the Police Department of this action.
- B. Plowing operations shall be scheduled for each event which results in an accumulation of two or more inches of snow. Typically, plowing crews will be scheduled to start at 4:00 a.m. However, the starting time may vary, depending on snow accumulations and/or road conditions.
- C. Plowing operations on Priority I roads (defined below) may be repeated, in the event of a continuous snowfall. It may be necessary to plow the Priority I Roadways more than once during the same snowfall. This is to prevent the buildup of packed snow and ice on the Priority I Roadways.

4. **Priorities**

- A. Priority is given to those roadways designated as arterial and collector streets. Residential roadways and alleys are a secondary priority. Personnel and equipment are assigned to specific routes in order to provide an efficient and balanced approach to the snow and/or ice removal process.

Priority I Streets

1. 7th Avenue E between Highway 169 E and 33rd Street SE.
 2. 7th, 10th, 11th, 13th, 17th, 21st and 29th Streets between Highway 169 S and 7th Avenue SE.
 3. 25th Street between Highway 169 S and 2nd Ave SE.
 4. 2nd Ave SE from 10th Street SE south to the south of 29th St SE.
 5. 5th Street N between 20th Avenue NW and 13th Ave NE.
 6. Horseshoe Lake Road and Isleview Road.
 7. Also categorized as Priority I are all designated school bus routes as defined by Independent School District #318. This is done in an effort to assure safe passage of all school busses within the City limits.
- B. With the exception of CBD designations, the above mentioned Priority I streets are to be plowed with traffic, starting with the center, plowing to the curb. These streets have the highest traffic volume and serve as borders when plowing Priority II streets.
- C. The entire Central Business District is classified Priority I as it pertains to routine CBD snow plowing and removal. The following streets are windrowed to the middle. In doing so, plowing is done against traffic in order to take advantage of the plow's wings and all intersections are cleared for safe passage.
1. 2nd Street NW from 169 N to the alley west of 1st Ave NW.
 2. 2nd Ave NW from 3rd Street NW to Highway 2 W.
 3. 1st Avenue from 1st Avenue and 2nd Street NW to 1st Avenue and Highway 2 W.
 4. 3rd Street from Highway 169 N and 3rd Street NW to 3rd Street and 2nd Avenue NW.
 5. 3rd Street from Highway 169 N to 1st Avenue NE.
 6. 1st Avenue NE from 1st Avenue NE and 3rd Street to Highway 2 E.
 7. 5th Street N from 10th Avenue NW to 3rd Avenue NE.
 8. 1st Avenue NW, Pokegama Avenue N, 1st Avenue NE and 2nd Avenue NE between Highway 2 E and 5th Street N.
 9. 1st Avenue NW and Pokegama Avenue N between 5th Street N and 6th Street N.
 10. 4th Ave NE between Highway 2 E and 5th St NE.

Windrows left in front of the Fire Hall doors on 5th Street NE will be left in such a manner as to provide access. This is done to assure unobstructed departure of all emergency vehicles.

Removal of windrowed snow is scheduled after a determination is made that the Priority II streets (defined below) and alleys have been plowed during the initial shift.

Priority II Streets

All remaining residential streets and alleys are to be plowed as part of the initial shift operations. The only exception would be if the work shift exceeded 12 hours.

D. Winter Parking Ordinance

The City Ordinance Chapter 66, 5.01 66-113 WINTER PARKING, is as follows:

No owner or driver of a motor vehicle shall park the motor vehicle or permit any motor vehicle to remain on any street between November 1st and May 1st in the city during any time that snow plowing or snow removal operations are in progress.

This prohibition shall not apply on any block after it has become substantially clear of snow and ice from the roadway surface.

Any vehicle which shall be left parked in violation may be removed by officers of the police

department of the city and stored in any appropriate place. All necessary costs and expenses of towing, removing and storage of such vehicle shall be first paid by the owner before release of vehicle.

5. Snow Removal

- A. Upon completion of the initial shift of snow plowing, snow removal in the CBD, MN/DOT highways and County road systems within the City Limits is scheduled. To the extent possible, removal will consist of full width parking stalls to prevent obstruction of the travel lanes. It will also aid proper visibility at intersections and walking for pedestrians.
- B. Upon completion of snow removal on the MN/DOT highway systems, snow removal on bus routes and school areas is scheduled, when the snow bank obstructs visibility or narrows the roadway to a degree that would be deemed unsafe.
- C. All snow removal is given second priority to snow plowing. In the event of back to back snowstorms or snow accumulations that warrant re-plowing, all snow removal will be delayed until plowing is complete. Only after completion of snow plowing will snow removal be rescheduled.
- D. In the event of plowable snow being forecasted, snow removal may be stopped in order to prepare equipment for snow plowing.
- E. Scheduling over-time weekend work as it pertains to snow removal is determined by financial considerations.

6. Sanding/Liquid De-Icers

- A. It shall be the policy of the City to consider cost, environmental impact of salt and chemical usage as well as safety of the motoring public when establishing application rates and locations for application.
- B. Sand or salt shall be applied to the street surface in such quantities so as to provide a level of skid resistance with standards normally experienced on city streets throughout the State of Minnesota. It is recognized that a bare pavement policy is not possible at all times during winter periods in the northern regions of the country.
- C. Liquid de-icing may be used both as a de-icing agent to melt ice deposits and aid in their removal and as an anti-icing agent to prevent the frozen precipitation from accumulating on the roadway surface.
- D. De-icing priorities are the same as snow plowing priorities in regards to which areas are de-iced first.
- E. When the Public Works Department is notified of an excessively slippery intersection an attempt will be made to have it de-iced as soon as reasonably possible.

7. Call-Outs

- A. During normal working hours, the Police Department, the Public Works Director or designee shall be responsible for monitoring street and weather conditions and initiation of snow and ice control procedures.
- B. After hours, on weekends, and during holidays the Police Department shall notify the Public Works Director or designee when snow and ice conditions warrant crew alert.

- C. Persons authorized to call out the City Snow and Ice Control Personnel:
 - 1. On-Duty Police Officer,
 - 2. Public Works Director or Public Works Leadperson (in absence of Public Works Director).

- D. Procedures to be used for call-outs:
 - 1. POLICE: If in the judgment of the on-duty officer, following the criteria established below, there should be a call-out, the officer should refer to the Public Works Call-Out list. During after hours, the officer may elect to contact the Sheriff's Dispatch for assistance, the Public Works Director at Cell#259-8688, Home 999-5076, Office 326-7480 or the Public Works Lead at 244-7895.

 - 2. OTHERS: Call the Police Department at 326-3464. If after hours, on a weekend or a Holiday, press "one" following the voice message and the Itasca County Dispatch will answer and relay concerns to the On-Duty Police Officer. The On-Duty Police Officer will check the complaint prior to calling City Snow and Ice Control Personnel out.

 - 3. CALL-OUT POLICY AND ROAD DESIGNATION: Please refer to the City of Grand Rapids Public Works Call-Out Policy and Road Designation and its corresponding City Map for clarification of road maintenance. This document is located on the last two pages of this policy.

- E. Criteria to be used for determining the necessity of calling out the sander:
 - 1. Extremely hazardous conditions. For example, vehicles are unable to stop safely at controlled intersections, or vehicles cannot stop safely on Powers Hill.

 - 2. When hills near schools and on school bus routes become slippery and meet the criteria in (1) above.

 - 3. Creation of hazardous road conditions by unusual circumstances, i.e., fire, water spills, etc.

- F. General procedures for de-icing coordination:
 - 1. If Police require de-icing services during the normal work schedule or at periods when the de-icer is operating, the Police should contact the operator (radio call #296, #289 or #287) and give the requirements. If there is no response, contact the Public Works Director (radio call #250, or call 259-8688, 326-7480).

 - 2. The operator will call the Police Department when they arrive to work, so they may coordinate special requirements with them. He will also notify the Police Department when he is finished.

- G. The de-icing of private property by City Staff is prohibited.

8. Sidewalk Plowing

- A. The City of Grand Rapids currently plows and removes snow from designated sidewalks within the City Limits. This function is placed in a third level priority, after all streets have been plowed and snow has been removed.

- B. Two different distinctions apply to the Sidewalk Plowing section of the Snow and Ice Control Policy.
 - 1. The City recognizes its duty to remove snow from sidewalks that is placed there as a result

of street plowing. It recognizes when the snow is plowed to the middle of the street, the efficiency of plowing the sidewalks first. This work will be scheduled when practical and in accordance with the priorities identified in the Snow and Ice Control Policy. Sidewalk snow plowing and ice removal is the responsibility of the adjacent property owner as outlined in the Municipal Code Sec. 58-3 (see insert).

Sec. 58-3. Snow or ice removal.

(a) This section applies in all areas of the city except those zoned PU, S-PU, CD, AG and A.

(b) It shall be unlawful for the owners of any building in the business district in front of which building or adjacent to which a sidewalk has been constructed for the use of the public, to allow any accumulation of snow or ice to remain upon the sidewalk after the snow or ice has ceased to be deposited thereon.

(c) All snow and ice remaining upon public sidewalks in the business district is declared to constitute a public nuisance, and all persons owning vacant property adjacent to such public walks are required to abate such nuisance or cause the nuisance to be abated within 12 hours after the snow or ice has ceased to be deposited on the sidewalk.

(d) The public works director may cause to be removed from all such public sidewalks, beginning not less than 12 hours after any snow or ice has ceased to fall, all snow and ice which may be discovered thereon, and he shall keep a record of the cost of removal and the lot or lots adjacent to which such accumulation was found and removed. The right of the director to remove snow and ice from public sidewalks does not, in any manner, place an affirmative duty upon the city to remove snow or ice from public sidewalks.

(e) The city attorney when so directed by the public works director shall extend the cost of removal of snow or ice as a special tax against the lots or parcels of ground abutting of which walks were cleared, and such special tax shall at the time of certifying taxes to the county auditor be certified for collection as other special taxes are certified and collected.

(f) The city shall, at the direction of the council, bring suit in any court of competent jurisdiction to recover from the person owning land adjacent to which sidewalks were cleared by the city the cost of such clearing and the cost of suit in a civil action.

(g) If the council so directs, any person who violates this section shall be prosecuted and if convicted shall be punishable by the penalty provided for violation of this Code.
(Code 1978, § 7.02)

State law reference—Authority to compel snow or ice removal from sidewalks and assess cost of removing same again abutting property owner, Minn. Stat. § 412.221, subd. 6.

2. Removal of snow and ice on sidewalks resulting from the natural accumulation is the responsibility of the building owner or person owning land adjacent to which a sidewalk has been constructed for the use of the public.

Priority I

All sidewalks within the CBD area, sidewalks adjacent to the MN/DOT systems, River Road between Highway 169 S to 7th Avenue S.E. and the west side of 7th Avenue S.E. between River Road and Highway 2 E and north on the east side of Highway 38 N from the intersection of Highway 2 W to 14th Street NW and the sidewalk around Crystal Lake and back to Highway 38 are plowed during the initial snowplow shift.

Priority II

As manpower and weather conditions dictate, as determined by the Public Works Director, other residential sidewalks where the sidewalk is adjacent to the curb will be scheduled for removal. All other residential sidewalk plowing is the responsibility of the adjacent property owner as per Ordinance 58-2 and 58-3.

B. In the CBD area, clearing of handicapped curb cuts and pedestrian crosswalks shall be the responsibility of the City.

C. Exceptions:

1. Areas where the distance between buildings and other obstacles will not accommodate angle sidewalk plows.
2. During equipment breakdowns.
3. During successive snowstorms, when all available operators are confined to street snow plowing and removal equipment.

9. Property Damage

It is recognized by the City that on occasion private property is damaged during snow and ice control operations. Where this happens it shall be the policy of the City to handle damages in the following manner.

A. Mailboxes

1. Where mailboxes are placed adjacent to the street it shall be the policy of the City that snow shall be plowed as close a practicable to the curb to allow for passage of traffic and mail delivery. It shall be the responsibility of the property owner to keep piled snow away from mailboxes so mail can be delivered.
2. Where damage to the mailbox occurs such damage shall be investigated by the Public Works Director. If it is determined that the weight of the snow caused the damage, the City will not assume responsibility for repair of the mailbox. Where evidence indicates that physical contact between the plow and the mailbox occurred, the City will assume responsibility for repair, provided the mailbox was properly placed.

10. Boulevard Sod

It shall be the policy of the City to repair turf damage done by City equipment. Maintenance will repair the damage by re-laying the turned up pieces of sod or by placing black dirt and grass seed down.

CITY OF GRAND RAPIDS PUBLIC WORKS CALL-OUT POLICY/ROAD DESIGNATION AND CONTACTS

Persons authorized to call-out the Public Works Crew:

1. On-Duty Police Officer
2. Fire Chief or designee
3. Public Works Director or designee (PW Lead Person in absence of PW Director)
4. If in the judgment of the On-Duty Grand Rapids Police Officer, for a routine call-out, he or she should refer to the Public Works Call-Out List.
5. All after hour call-out requests should be confirmed by the Grand Rapids Police Dept, Public Works Director or the Public Works Lead Person before calling an employee out.

Road Designation:

The State of Minnesota, Itasca County and the City of Grand Rapids are all road authorities within the City Limits of Grand Rapids. On the attached map, roadways in red are City streets, MNDOT Trunk Highways are in green and County roads are in blue. MNDOT maintains all their Trunk Highways within the City Limits. All County roads within the City Limits are maintained by the County.

Grand Rapids City Limits Snow and Ice Control Contacts:

- A. To notify maintenance staff with any concerns regarding State Hwy 2, Hwy 169 and Hwy 38, within the City Limits, contact the **State Patrol** at their “non-emergency” number: **651-582-1544**.
- B. To notify maintenance staff with any concerns regarding County Roads within the City Limits, such as River Road (3), Golf Course Rd (23), County Roads 63 and 76 contact the **Itasca County Sheriff** at their “non-emergency” number: **218-326-3477**.
- C. To notify maintenance staff with any concerns regarding City streets contact the **Grand Rapids Police Department** at their “non-emergency” number: **218-326-3464**.

MNDOT Contacts for Signals/Lighting and Malfunctions and Emergency Situations

The road authority for all MNDOT signalized intersections is MNDOT. For any signal/lighting emergency situation or signal system malfunction, please call the **MNDOT State Patrol’s** “non-emergency” of **651-582-1544** or utilize the call-out procedure list provided below. To report a burned out signal light bulb during business hours, please contact the Public Works Administrative Assistant, Cindy Lyman at 326-7481 or Public Works Director, Jeff Davies at 326-7480 or Cell# 218-259-8688.

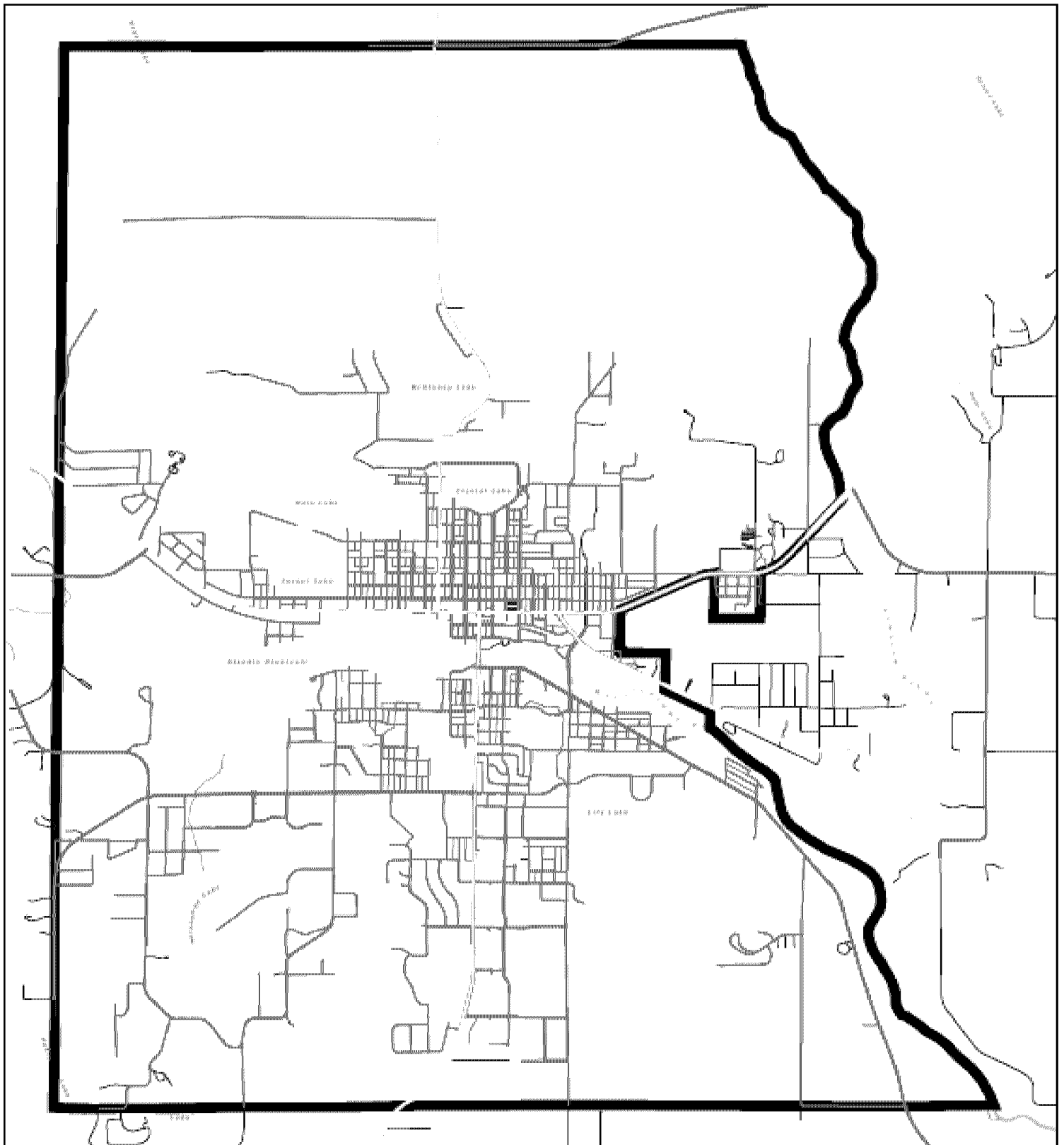
The signalized intersection at River Road and Airport Road (7th Ave SE) is the responsibility of the City. However, it is the only signalized intersection that is not under MNDOT authority. For any system malfunction of this signal, during business hours, please call Public Works Director, Jeff Davies at 326-7480 or Public Works Administrative Assistant, Cindy Lyman at 326-7481. **After hours, please call the Grand Rapids Police Department’s “non-emergency” number: 218-326-3464.**

MNDOT CONTACTS FOR SIGNAL/LIGHTING, EMERGENCY SITUATIONS AND SIGNAL SYSTEM MALFUNCTIONS

Any MNDOT traffic light issue should be called in to the
Minnesota State Patrol at their “non-emergency number: 651-582-1544.

During Weekdays Call:

	Office Phone	Cellular Phone	Home Phone
John Hoivik	218-725-2790	218-348-2477	218-728-6562
Jeff Mast	218-624-7060	320-248-2117	218-565-1229
Mike Posch		218-248-3179	
Chris Smith		218-206-1647	



Road Maintenance Map



	City Owned & Maintained
	County Owned & Maintained
	MNDOT Owned & Maintained
	City Limits



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0897 **Version:** 1 **Name:** Taxi Cab license renewal
Type: Agenda Item **Status:** Consent Agenda
File created: 12/5/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Consider approving 2018 Taxi license for Rapid Taxi.
Sponsors:
Indexes:
Code sections:
Attachments:

Date	Ver.	Action By	Action	Result
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Consider approving 2018 Taxi license for Rapid Taxi.

Background Information:

Carl Byers has submitted a renewal application for a Taxicab License for service within the City of Grand Rapids.

Staff Recommendation:

Approve licenses.

Requested City Council Action

Make a motion to approve 2018 Taxi Cab license for Carl Byers, dba Rapid Taxi, contingent upon satisfactory vehicle inspections



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0898 **Version:** 1 **Name:** Adv. Cont.-Pickled Loon Saloon
Type: Agenda Item **Status:** Consent Agenda
File created: 12/5/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Consider entering into an agreement with an area business for advertising at the IRA Civic Center.
Sponsors:
Indexes:
Code sections:
Attachments: [Pickled Loon Saloon - 2018-partially signed](#)

Date	Ver.	Action By	Action	Result
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Consider entering into an agreement with an area business for advertising at the IRA Civic Center.

Background Information:

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

Pickled Loon Saloon-January 1, 2018-December 31, 2019 for interior wall sign-\$600 for 2018 and \$600 for 2019.

Staff Recommendation:

City staff is recommending approval of entering into an agreement with an area business for advertising at the IRA Civic Center.

Requested City Council Action

Make a motion to approve entering into an agreement with an area businesses for advertising at the IRA Civic Center.

AGREEMENT FOR RENTAL OF WALL LIGHTED SIGN

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

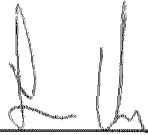
WHEREAS, it will be beneficial to certain business to acquire the privilege of using the advertising signs contained on the interior walls and/or dasherboards the IRA Civic Center for a certain period of years; and

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

NOW, THEREFORE, IT IS HEREBY AGREED by the IRA Civic Center only, Lessor, and Pickled Loon Saloon that the Lessee shall lease for a period of 1 (one) year, and will be automatically renewed yearly unless cancelled in writing according to paragraph 3 below, and according to the terms set forth herein and upon the following terms and conditions:

1. Signs will be placed on the interior walls and/or dasherboards of the IRA Civic Center only, and Lessor shall have the final decision as to exact location of each sign. The choice of each sign and location shall be on a "FIRST COME, FIRST SERVED" basis. Lessor reserves the right to take into consideration actual placement of signs to insure maximum utilization of all advertising areas on the interior walls and/or dasherboards of the IRA Civic Center.
2. The Lessee shall pay to the Lessor in consideration of the sign and/or dasherboard, the sum of \$600.00 in cash to the Lessor at the commencement of the rental term as set forth below.
3. The Lease term for the advertising space shall be as follows: January 1, 2018 through December 31, 2019. This contract will automatically be renewed by the Lessor and Lessee yearly unless the Lessee provides written notice to the Lessor of their intent not to renew said lease. This written notice must be provided no later than December 1 of the year prior to the Lessee's cancellation. For example, if the lease has been automatically renewed for a third year, which would end December 31, 2020, the Lessee must notify the Lessor in writing no later than December 1, 2020 for cancellation effective December 31, 2020.
4. Lessee shall have the first right to rent the advertising signs to Lessee for successive years. Although the signed contract is due within 30 days, lessee will be invoiced \$600.00 in January, 2018.
5. The Advertising logo and design to be used on the signs shall be provided by the Lessee and subject to approval by the Lessor. The Lessor will not unreasonably withhold its approval of any design submitted by Lessee; however, Lessor reserves the right to set standards for the substance and appearance of any advertising to be placed in the IRA Civic Center pursuant to this Agreement.
6. The expense of setup and art work of the sign shall be borne by the Lessee.

7. This agreement shall **not** be changed unless done so in writing by the Lessee.
8. The Lessee's advertising space cannot be sublet or resold.
9. All signs and materials are the property of the Lessor.
10. All maintenance of the signs will be the responsibility of the IRA Civic Center.
11. Lease rates and terms are **\$600.00 for 2018 and \$600.00 for 2019 for an Interior Wall Sign.**

BY: 
Pickled Loon Saloon (Lessee)

DATE: 11-22-17

CITY OF GRAND RAPIDS (Lessor)

BY: _____
Mayor

DATE: _____

City Clerk/Administrator

Dated this _____ day of _____, 20 ____.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	17-0900	Version:	1	Name:	Consider adopting a resolution accepting a donation of \$150.00 from Visit Grand Rapids to the Grand Rapids Police Reserve Program.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/5/2017	In control:		In control:	City Council
On agenda:	12/11/2017	Final action:			
Title:	Consider adopting a resolution accepting a donation of \$150.00 from Visit Grand Rapids to the Grand Rapids Police Reserve Program.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	PD Reserves - VGR Res.pdf				

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution accepting a donation of \$150.00 from Visit Grand Rapids to the Grand Rapids Police Reserve Program.

Background Information:

The Grand Rapids Police Departments Reserve Officers assisted Visit Grand Rapids in their Winterglo Festival the first weekend of December in and around the Central School grounds. In appreciation for their volunteer service for this event, Visit Grand Rapids would like to donate \$150.00 to the Police Reserve Program.

Staff Recommendation:

Please consider adopting a resolution to accept a \$150.00 donation from Visit Grand Rapids to the Grand Rapids Police Reserve Program.

Requested City Council Action

Make a motion adopting a resolution to accept a \$150.00 donation to the Grand Rapids Police Reserve Program from Visit Grand Rapids.

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

RESOLUTION NO. 17-

A RESOLUTION ACCEPTING A \$150.00 DONATION FROM VISIT GRAND RAPIDS
FOR THE GRAND RAPIDS' POLICE DEPARTMENT RESERVE PROGRAM

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

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

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

- Visit Grand Rapids has donated \$150 to the Grand Rapids Police Department Reserve Program.

Adopted this 11th day of December, 2017

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 #:	17-0901	Version:	1	Name:	Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2018.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/5/2017	In control:		In control:	City Council
On agenda:	12/11/2017	Final action:		Final action:	
Title:	Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2018.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Consider approving the continuation of general liability insurance through the League of Minnesota Cities Insurance Trust for calendar year 2018.

Background Information:

The Finance Department and Human Resources Director Lynn DeGrio have assisted Otis-Magie Insurance Agency, Inc. in the preparation of the City's general liability insurance coverage application for 2018 to the League of Minnesota Cities Insurance Trust. We have had our insurance coverage through the League for many years. The League's insurance coverage is very comprehensive and they have, for the past several years, given us a substantial refund check at the end of the year which represents our portion of the refund to cities insured by them because of lower than anticipated insurance claims.

Because of the volume of applications that the League receives at this time of year, they normally do not have a quote for our insurance back to us before the first of the year. However, Otis-Magie Insurance Services has given us a binder to indicate that we do have insurance coverage through the League even though we have not received the quote or paid the premium.

When the quote for the 2018 insurance is received, it will be placed on the agenda for your consideration.

Staff Recommendation:

Human Resources Director Lynn DeGrio is recommending the approval of the General Liability Insurance through the League of Minnesota Cities Insurance Trust for the Calendar year 2018.

Requested City Council Action

Make a motion to approve the continuation of our general liability insurance through the League of Minnesota Cities Insurance Trust for the calendar year 2018.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0902 **Version:** 1 **Name:** 2018 Civic Center/Recreation Employees
Type: Agenda Item **Status:** Consent Agenda
File created: 12/5/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Consider hiring new and returning seasonal and temporary employees for Park & Recreation / I.R.A. Civic Center
Sponsors:
Indexes:
Code sections:
Attachments: [2018-PT Civic Center Employees](#)

Date	Ver.	Action By	Action	Result
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Consider hiring new and returning seasonal and temporary employees for Park & Recreation / I.R.A. Civic Center

Background Information:

The attached list of individuals will continue employment with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex. These positions are part of the annual operating budget, effective January 1, 2018 until December 31, 2018.

The following individuals will be hired with the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex. These seasonal employees will be part of the annual operating budget, begin employment on December 11, 2017 and complete employment by December 31, 2018.

- Dalton Calicher, Warming House Attendant
- Luke Kinnunen, Warming House Attendant
- Michael Heitkamp, Warming House Attendant
- Nick Johnson, Warming House Attendant
- Caleb How, Warming House Attendant
- Owen Linder, Warming House Attendant

Staff Recommendation:

City staff is recommending the approval of the rehiring of the seasonal and temporary employees with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex.

Make a motion approving the rehiring of seasonal and temporary employees with the Grand Rapids Park and Recreation Department, I.R.A. Civic Center, and/or the Grand Rapids Sports Complex effective January 1, 2018 as well as the hiring of new employees effective December 11, 2017.

2018 PT CIVIC CENTER/RECREATION EMPLOYEES

2359 BENDER, RICHARD C
9404 BISCHOFF, SKYLER R
2357 BLOCH, SAWYER K
2363 BOWMAN, ELIZABETH
2335 COLE, TAYLOR M
2342 DAIGLE, NORA E
2354 DAIGLE, ALLISON S
2365 DEMARS, HANNAH
2341 FRANZONE, LINDSEY N
2343 GARNER, JASON P
2355 GERAK, JAYDEN N
9342 GROOM, EMILY
9313 HAYNES, CARLI M
2351 HERNESMAN, AMANDA R
2273 HICKS, JUDITH A
2358 JOHNSON, NICKI R
2338 KINNUNEN, BAILEY M
2364 KINNUNEN, KAIJA
KARKELA, BENJAMIN
3340 KUSCHEL, LOGAN
2346 LANDMAN, TANNER J
0274 MACKLEY, VALORIE K
2352 MATTSON, KOHL D
9398 OLSON, JENNA
2361 OVEN, CHRISTINA M
2353 ROBERTS, NEALEE R
0220 SAUNDERS, JOSHUA D
2356 SCHERF, TERESA J
9394 SCHLAUDERAFF, SAMARA
2339 SCHLAUDERAFF, SHILOH A
9320 SCHLAUDERAFF, SHOSHANA
2350 SEELYE, ANGELA M
2362 TRETTEL, JAMES
2345 TROUMBLY, BROOKELYN J
2360 WAGNER, THOMAS J
9384 ANDERSON, BOHDEN W
9386 ANDREWS, CALEB M
9341 BISCHOFF, TYARA E
9396 BONNER, ANNA P
9388 BRUTLAG, DILLON M
9390 CLAFTON, WYATT R
9389 CONKLIN, CODY J
9382 DANIELSON, KIYA J
9378 HOLUM, GABE G
9352 RODENBERG, BRETT R
9399 ROHLOFF, JASMINE R
9373 SHAFFER, MADYSON R
9406 STEFAN, SHASHA L
LAROQUE, REID
GRAEBER, KEAGHAN
BARRET, RYAN



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #:	17-0903	Version:	1	Name:	Consider approving Operating Engineers Local #49 Health and Welfare Fund Bargaining Private Sector Employer Participation Agreement for Non-Bargaining Employees.
Type:	Agenda Item	Status:		Status:	Consent Agenda
File created:	12/5/2017	In control:		In control:	City Council
On agenda:	12/11/2017	Final action:		Final action:	
Title:	Consider approving Operating Engineers Local #49 Health and Welfare Fund Bargaining Private Sector Employer Participation Agreement for Non-Bargaining Employees.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:	Private Sector NBU Participation Agreement				

Date	Ver.	Action By	Action	Result
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Consider approving *Operating Engineers Local #49 Health and Welfare Fund Bargaining Private Sector Employer Participation Agreement for Non-Bargaining Employees*.

Background Information:

At the September 11, 2017 City Council meeting, the City Council terminated the *Joint Powers Agreement for Group Employee Benefits and Other Financial and Risk Management Services Agreement* effective December 31, 2017. At the same time, the City Council approved the transfer of all non-IOUE Local 49 employees, except those under individual contracts, to the health insurance program offered by IUOE Local 49.

Attached is the *Operating Engineers Local #49 Health and Welfare Fund Bargaining Private Sector Employer Participation Agreement for Non-Bargaining Employees* that needs to be signed in order for the coverage to be effective January 1, 2018.

Staff Recommendation:

Human Resources Director Lynn DeGrio is recommending authorizing City staff to return the completed Agreement to Wilson-McShane Corporation.

Requested City Council Action

Make a motion to authorize City staff to sign the *Operating Engineers Local #49 Health and Welfare Fund Bargaining Private Sector Employer Participation Agreement for Non-Bargaining Employees*.

OPERATING ENGINEERS LOCAL #49 HEALTH AND WELFARE FUND

PRIVATE SECTOR EMPLOYER PARTICIPATION AGREEMENT
FOR NON-BARGAINING EMPLOYEES

The undersigned Employer hereby applies for coverage of certain non-bargaining personnel (as elected below) by the Operating Engineers Local #49 Health and Welfare Fund ("Fund"). The Fund is established and operates pursuant to an Agreement entitled "Agreement and Declaration of Trust" dated December 18, 1967, and restated on April 28, 1976, and again on March 1, 2017 ("Trust Agreement") by and between the Associated General Contractors of Minnesota, Inc., Minneapolis and Saint Paul Builders Division and Highway and Heavy Division ("A.G.C.") and International Union of Operating Engineers Local #49 ("Union").

The Employer must select one of the coverage options below:

- The Employer will provide coverage to all of its full-time non-bargaining unit personnel; or
- The Employer will provide coverage only to bargaining unit alumni (i.e. employees covered by the Fund when they were members of the Local #49 bargaining unit but who have moved into a management position); or
- The Employer will provide coverage to all of its full-time non-bargaining unit personnel. The Employer will also contribute to each bargaining unit alumni (i.e. employees covered by the Fund when they were members of the Local #49 bargaining unit but who have moved into a management position) employee's Health Reimbursement Arrangement (HRA) account under the Fund; or
- The Employer will provide coverage only to bargaining unit alumni (i.e. employees covered by the Fund when they were members of the Local #49 bargaining unit but who have moved into a management position). The Employer will also contribute to each bargaining unit alumni employee's Health Reimbursement Arrangement (HRA) account under the Fund.

The Employer understands that in signing this Participation Agreement, they are agreeing to cover all of their employees in the above noted categories and employees (whether non-bargaining or bargaining unit alumni) are not allowed to elect out of coverage under the Fund. Further, Fund coverage is provided at a composite rate for family coverage and there is no single-only coverage option.

If the Employer fails to abide by the coverage option selected above, the Trustees may, notwithstanding the other termination provisions herein, immediately terminate this Participation Agreement.

The Employer agrees to make payments to the Fund in the amount as established by the Board of Trustees from time to time. HRA contributions (if selected) will be made in the amount elected on this form by the Employer, but not to exceed the highest HRA hourly contribution amount specified in the collective bargaining agreement(s) between the

Employer and IUOE Local #49. Payments by the Employer to this Fund shall be paid in advance on or before the 15th day of the month prior to the month of coverage (e.g. payment by February 15th for March 1st coverage). Failure to timely make such payments will automatically and without any further notice cancel and void this Participation Agreement. The following additional rules apply regarding employee coverage:

New full-time non-bargaining unit employees:

- New employees hired on or before the 15th of the month, must be included in the monthly payment for the following month of coverage;
- For new employees hired after the 15th of the month, the Employer must make a supplemental payment for coverage before the first of the following month for coverage for that new employee.

Termination of Coverage for Non-Bargaining Unit Employees: Coverage will end on the last day of the month in which an employee is terminated from employment or otherwise experiences a COBRA qualifying event applicable to the employee. The employer must notify the Fund's Administrator, Wilson-McShane Corporation, in writing prior to the end of the month of the employee's termination and/or COBRA qualifying event (e.g. the employee is terminated on April 20th, the employer must notify Wilson-McShane by April 30th). Once the employer has timely notified the Fund Administrator in writing of the termination of employment or COBRA event, the employer will receive a credit if the employer already made a payment for the next month's coverage for the terminating employee.

The Employer also agrees that the Trustees may require all non-bargaining unit employees to submit a proof of insurability before they will become eligible for benefits under this program.

Persons covered under the provisions of this Participation Agreement will not be eligible to accumulate any Reserve Accumulations Account hours. In addition, the Accident and Sickness Weekly Benefit will be paid out only after Employer provided sick pay is exhausted. An employee covered under this Agreement will be eligible to participate in the Fund's Retiree Plan if 1) the employee is age 55 or older and has at least ten (10) consecutive years of employment with one or more participating Employers, and 2) the employee retires from employment with a participating Employer while participating in the Fund. Such individuals will receive a Retiree Contribution Allowance credit for years of Participation in the Fund. All benefits provided by the Fund, except as stated above and in the Plan Description, will be available to such employees or persons upon Trustees' approval of this Participation Agreement and the appropriate contributions being made.

The Employer hereby ratifies and confirms the Trust Agreement and agrees to be bound by each and every provision contained herein and to each and every act and thing as required and provided for therein. The Employer also hereby consents to the appointment of the Trustees heretofore designated and ratifies, approves, and consents to all matters heretofore done in connection with the creation and administration of such Trust Agreement.

This Participation Agreement will become effective as of the date it is accepted by the Trustees of this Fund. If this Participation Agreement has not been terminated by reason of the failure of the Employer to make timely payments to the Fund, then it may be terminated

by either the Employer or the Trustees of the Trust Fund by sixty (60) days written notice of termination to the other party. In the event the Employer is no longer bound by a collective bargaining agreement between itself and the Union, this Participation Agreement will automatically and without any further notice terminate.

The Trustees reserve the right to terminate this Agreement at any time if needed to protect the tax-exempt status of the Fund.

EMPLOYER

Company Name _____

Company Address _____

Signature of Employer _____

Printed Name of Employer _____

Title of Signature Person _____

Date _____

HRA Hourly Contribution Amount (if elected) \$ _____
(\$0.25 minimum; may not exceed highest contribution rate in Employer's collective bargaining agreements with IUOE Local 49)

We, the Board of Trustees in compliance with Article I of the Agreement, hereby grant the right of the above-named to participate in this welfare plan.

TRUSTEES OF OPERATING ENGINEERS LOCAL #49 HEALTH FUND

By: _____

By: _____

Date



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0907 **Version:** 1 **Name:** Resolution authorizing Library Accessibility grant
Type: Resolution **Status:** Consent Agenda
File created: 12/5/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**

Title: Consider a motion to adopt a resolution approving a Grant Agreement with the Minnesota Department of Education, authorize the project to modify interior doors and meeting spaces, and accept the grant of up to \$12,050.

Sponsors:

Indexes:

Code sections:

Attachments: [Library MN Dept of Ed Grant Resolution Accepting](#)
[Library MDE End Grant Agreement .pdf](#)

Date	Ver.	Action By	Action	Result
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Consider a motion to adopt a resolution approving a Grant Agreement with the Minnesota Department of Education, authorize the project to modify interior doors and meeting spaces, and accept the grant of up to \$12,050.

Background Information:

The Library applied for a matching grant from the Minnesota Department of Education for a project to improve accessibility in the Library. The changes will include:

1. replacing the 3 interior doors and surrounding frame with 2 larger doors with one operated by push buttons.
2. Dividing the Riverview Room into 2 smaller rooms, one with an automatic door operated by push buttons and with adjustable and easily movable furniture.

Staff Recommendation:

Approve the Grant Agreement, Authorize the projet, and accept the grant of up to \$12,050 so quotes can be obtained and construction begin in February.

Requested City Council Action

Make a motion to adopt a resolution approving the Grant Agreement with the Minnesota Department of Education, authorize the project to modify interior doors and meeting spaces, and accept the grant of up to \$12,050.

Councilor introduced the following resolution and moved for its adoption:

RESOLUTION NO. 17-

A RESOLUTION APPROVING GRANT AGREEMENT, ACCEPTING A GRANT UP TO \$12,050 FROM THE MINNESOTA DEPARTMENT OF EDUCATION FOR THE LIBRARY ACCESSIBILITY PROJECT AND AUTHORIZING THE PROJECT

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; and

WHEREAS, the City of Grand Rapids owns the property described as:

Lots 1-22 Incl E 120 Ft of Lot 23, E 100 Ft and the Library building on that property at 140 NE 2nd Ave; and

WHEREAS, modifications to the interior entry doors and to meeting spaces will increase the level of access to the building by people in wheelchairs or other mobility devices; and

WHEREAS, the City will follow the assurances in the grant application and End Grant Agreement; and

WHEREAS the City will comply with requirements outlined in the Capital Grants Manual.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Grand Rapids, Itasca County, Minnesota, approves the Grant Agreement with Minnesota Department of Education, authorizes the project to modify interior doors and meeting spaces, and accepts the listed donation and terms of the donor as follows:

A grant up to \$12,050 from the MN Department of Education for the Library Accessibility Project.

Adopted this 11th day of December 2017.

Dale C. 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.

General Obligation Bond Proceeds

Grant Agreement - End Grant

for the

Grand Rapids Area Library Accessibility

Project

under the

Library Construction Grant

Program

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General Obligation Bond Proceeds
Grant Agreement – End Grant
for the
Grand Rapids Area Library Accessibility Project
under the
Library Construction Grant
Program

THIS AGREEMENT shall be effective as of _____, _____, and is between the City of Grand Rapids, a [statutory city] (the “Public Entity”), and the _____ Minnesota Department of Education (the “State Entity”).

RECITALS

A. The State Entity has created and is operating a Library Construction Grant (the “State Program”) under the authority granted by Minn. Stat. § 134.45 and all rules related to such legislation (the “State Program Enabling Legislation”).

B. Under the State Program, the State Entity is authorized to provide grants that are funded with proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution.

C. Under the State Program the recipients of a grant must use such funds to perform those functions delineated in the State Program Enabling Legislation.

D. The Public Entity submitted, if applicable, a grant application to the State Entity in which the Public Entity requests a grant from the State Program the proceeds of which will be used for the purposes delineated in such grant application.

E. The Public Entity has applied to and been selected by the State Entity for a receipt of a grant from the State Program in an amount of \$12,050.00 (the “Program Grant”), the proceeds must be used by the Public Entity to perform those functions and activities imposed by the State Entity under the State Program and, if applicable, delineated in that certain grant application (the “Grant Application”) attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

F. Under the provisions contained in Minnesota Statutes, Chapter 134, the Public Entity has been given the authority to perform those functions and activities required of it under the State Program and, if applicable, delineated in Grant Application attached hereto as **Attachment V** that the Public Entity submitted to the State Entity.

G. The Public Entity’s receipt and use of the Program Grant to acquire an ownership interest in and/or improve real property (the “Real Property”) and, if applicable, structures situated thereon (the “Facility”) will cause the Public Entity’s ownership interest in all of such real property and structures to become “state bond financed property”, as such term is used in

Minn. Stat. § 16A.695 (the “G.O. Compliance Legislation”) and in that certain “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the “Commissioner’s Order”), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

H. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting and disbursement of the proceeds of the Program Grant to the Public Entity and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

Section 1.01 **Defined Terms.** As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context specifically indicates otherwise:

“Agreement” - means this General Obligation Bond Proceeds Grant Agreement - End Grant for the Grand Rapids Area Library Accessibility Project under the Library Construction Grant Program, as such exists on its original date and any amendments, modifications or restatements thereof.

“Approved Debt” – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

“Code” - means the Internal Revenue Code of 1986, as amended from time to time, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

“Commissioner of MMB” - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

“Commissioner’s Order” - means the “Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property” executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

“Counterparty” - means any entity with which the Public Entity contracts under a Use Contract. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Declaration” - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity’s ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

“Event of Default” - means one or more of those events delineated in Section 2.07.

“Facility”, if applicable, - means the Grand Rapids Area Library, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the Program Grant.

“Fair Market Value” – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

“G.O. Bonds” - means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution the proceeds of which are used to fund the Program Grant and any bonds issued to refund or replace such bonds.

“G.O. Compliance Legislation” - means Minn. Stat. § 16A.695, as it may be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.

“Grant Application” – means that certain grant application attached hereto as **Attachment IV** that the Public Entity submitted to the State Entity. *This definition is only needed and only applies if the Public Entity submitted a grant application to the State Entity. If the Public Entity did not submit a grant application to the State Entity, then this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Initial Acquisition and Betterment Costs” – means the cost to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility if the Public

Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

“Leased/Easement Premises” - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Lessor/Grantor” – means the fee owner/lessor or grantor of the Leased/Easement Premises. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Outstanding Balance of the Program Grant” – means the portion of the Program Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

“Ownership Value”, if any – means the value, if any, of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity’s execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is \$ 3,500,000.00 or Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank “Not Applicable” is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. *(The blank “Not Applicable” should only be selected and checked when a portion of the funds delineated in **Attachment III** attached hereto are to be used to acquire the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in **Attachment III** and not in this definition for Ownership Value).*

“Program Grant” - means a grant of monies from the State Entity to the Public Entity in the amount identified as the “Program Grant” in Recital E to this Agreement, as the amount thereof may be modified under the provisions contained herein.

“Project” – means the Public Entity’s acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with

the performance of the activities denoted in Section 2.03. *(If the Public Entity is not using any portion of the Program Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in **Attachment III** hereto and instead shall be included in the definition for Ownership Value under this Section.)*

“Public Entity” - means the entity identified as the “Public Entity” in the lead-in paragraph of this Agreement.

“Real Property” - means the real property located in the County of Itasca, State of Minnesota, legally described in **Attachment II** to this Agreement.

“Real Property/Facility Lease” - means a long term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. *This definition is only needed and only applies if the Public Entity’s ownership interest in the Real Property, the Facility, if applicable, or both, is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“State Entity” - means the entity identified as the “State Entity” in the lead-in paragraph of this Agreement.

“State Program” – means the program delineated in the State Program Enabling Legislation.

“State Program Enabling Legislation” – means the legislation contained in the Minnesota statute(s) delineated in Recital A and all rules related to such legislation.

“Subsequent Betterment Costs” – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

“Use Contract” - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. *This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and/or if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.*

“Useful Life of the Real Property and, if applicable, Facility” – means the term set forth in Section 2.05.V, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the Program Grant to the Public Entity and disburse the proceeds in accordance with the provisions of this Agreement. The Program Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the Program Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ownership Interest in the Real Property.

- Fee simple ownership of the Real Property.
- A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- An easement for the Real Property that complies with the requirements contained in Section 2.06.
(If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)

Ownership Interest in, if applicable, the Facility.

- Fee simple ownership of the Facility.
- A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06.
(If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation: _____.)
- Not applicable because there is no Facility.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the Program Grant solely to reimburse itself for expenditures it has already made, or will make, in the performance of the following activities, and may not use the Program Grant for any other purpose.

(Check all appropriate boxes.)

- Acquisition of fee simple title to the Real Property.
- Acquisition of a leasehold interest in the Real Property.
- Acquisition of an easement for the Real Property.
- Improvement of the Real Property.
- Acquisition of fee simple title to the Facility.
- Acquisition of a leasehold interest in the Facility.
- Construction of the Facility.
- Renovation of the Facility.
- _____.
(Describe other or additional purposes.)

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used, for those purposes required by the State Program and in accordance with the information contained in the Grant Application, or for such other purposes and uses as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

Section 2.05 Public Entity Representations and Warranties. The Public Entity further covenants with, and represents and warrants to the State Entity as follows:

A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has legal authority to use the Program Grant for the purpose or purposes described in the State Program Enabling Legislation.

C. It has legal authority to operate the State Program and the Real Property and, if applicable, Facility for the purposes required by the State Program and for the functions and activities proposed in the Grant Application.

D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.

F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the State Program.

G. It has made no material false statement or misstatement of fact in connection with its receipt of the Program Grant, and all of the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the Program Grant or the disbursement of any of the Program Grant is and will be true and correct.

H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.

I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

K. The Project has been or will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.

L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.

M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.

N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.

O. It will fully enforce the terms and conditions contained in any Use Contract.

P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

Q. It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.

S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of

the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.

T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the Program Grant to complete and fully pay for the Project.

U. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.

V. The Useful Life of the Real Property is 40 years, if applicable, Facility is 17 years old.

W. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.

Section 2.06 Ownership by Leasehold or Easement. *This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.*

A. A Real Property/Facility Lease or easement must comply with the following provisions.

1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.

2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.

3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.

4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.

5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.

9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.

10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.

11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.

12 The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.

B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.

C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the Program Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.

D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

Section 2.07 Event(s) of Default. The following events shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement upon either the State Entity or the Commissioner of MMB giving the Public Entity 30 days written notice of such event and the Public Entity's failure to cure such event during such 30 day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default, however, in no event shall the time period to cure any Event of Default exceed 6 months unless otherwise consented to, in writing, by the State Entity and the Commissioner of MMB.

A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the Program Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.

C. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the State Program Enabling Legislation.

D. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.

E. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.U.

Notwithstanding the foregoing, any of the above delineated events that cannot be cured shall, unless waived in writing by the State Entity and the Commissioner of MMB, constitute an Event of Default under this Agreement immediately upon either the State Entity or the Commissioner of MMB giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.

A. The State Entity may refrain from disbursing the Program Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the Program Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.

C. If the Event of Default involves a failure to comply with the provisions contained in Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.

D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the State Entity or the Commissioner of MMB would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained in this Agreement within 30 days of demand by the Commissioner of MMB, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of the State Entity and/or the Commissioner of MMB, then such amount may, unless precluded by law, be taken from or offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 **Notification of Event of Default.** The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice

or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 **Survival of Event of Default.** This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 **Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the State Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 **Modification and/or Early Termination of Grant.** If the full amount of the Program Grant has not been disbursed on or before the date that is 5 years from the effective date of this Agreement, or such later date to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the Program Grant shall terminate. In such event, (i) if none of the Program Grant has been disbursed by such date then the State Entity's obligation to fund any portion of the Program Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the Program Grant has been disbursed by such date then the State Entity shall have no further obligation to provide any additional funding for the Program Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the Program Grant that was actually disbursed as of such date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 **Excess Funds.** If the full amount of the Program Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the State Program Enabling Legislation indicates otherwise, the Program Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:

A. The purpose for which it was entered into must be to operate the State Program in the Real Property and, if applicable, Facility.

B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.

C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the State Program and must describe such program.

D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the State Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the State Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the State Program.

E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the State Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.

F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the State Program.

G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use

Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.

H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in “private business use” under Section 141(b) of the Code.

I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.

J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.

K. It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity’s ownership interest in the Real Property or, if applicable, Facility, or the Counterparty’s interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity’s ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.

L. If the amount of the Program Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.

M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 **Initial Term and Renewal.** The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the State Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 **Reimbursement of Counterparty.** A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 **Receipt of Monies Under a Use Contract.** The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the Program Grant and the denominator of which is sum of the Program Grant and the Approved Debt.

Article IV

SALE

Section 4.01 **Sale.** The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the State Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.

B. The sale is made as authorized by law.

C. The sale is for Fair Market Value.

D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the State Program.

Section 4.02 **Proceeds of a Sale.** Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the Program Grant, and if the amount of such net proceeds

shall be less than the amount of the Outstanding Balance of the Program Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.

B. The remaining portion, after the distribution specified in Section 4.02.A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing, and if such entities cannot agree by an appropriately issued court order.

C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the Program Grant.

Article V

COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 **State Bond Financed Property.** The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or, if applicable, Facility, or use or invest the Program Grant or any other sums treated as “bond proceeds” under Section 148 of the Code including “investment proceeds,” “invested sinking funds,” and “replacement proceeds,” in such a manner as to cause the G.O. Bonds to be classified as “arbitrage bonds” under Section 148 of the Code.

B. It will deposit into and hold all of the Program Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.

C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty, that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a “qualified bond” within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, 1997-1 CB 632, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an “unrelated trade or business” or for any “private business use” (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the Program Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 **Changes to G.O. Compliance Legislation or the Commissioner’s Order.** In the event that the G.O. Compliance Legislation or the Commissioner’s Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity’s ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner’s Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity’s ownership interest in the

Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 **Disbursement of Grant.** Upon compliance with all of the conditions delineated in Section 6.02, the State Entity shall disburse the Program Grant to the Public Entity in one lump sum. Under no circumstance shall the State Entity be required to disburse funds in excess of the amount requested by the Public Entity under the provisions contained in Section 6.02.A even if the amount requested is less than the amount of the Program Grant delineated in Section 1.01. If the amount of Program Grant that the State Entity disburses hereunder to the Public Entity is less than the amount of the Program Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the Program Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to disburse any of the Program Grant shall terminate as of the date specified in such Section even if the entire Program Grant has not been disbursed by such date.

The Program Grant shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the Program Grant, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

Section 6.02 **Conditions Precedent to Disbursement of Grant.** The obligation of the State Entity to disburse the Program Grant to the Public Entity is subject to the following conditions precedent:

A. The State Entity shall have received a request for disbursement of the Program Grant specifying the amount of funds being requested, which such amount shall not exceed the amount of the Program Grant delineated in Section 1.01.

B. The State Entity shall have received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon.

C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has fully and completely paid for the Project and all other expenses that may occur in conjunction therewith.

E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23 and that all of such matching funds, if any, have been expended for the Project.

F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.

G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.

J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project was completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04, which requirement may be satisfied by a certificate of occupancy or such other equivalent document from the municipality in which the Real Property is located.

K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.

L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.

M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn.

Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

O. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Article VII MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted, maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature, and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility, and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds

of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 Use, Maintenance, Repair and Alterations. The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable, Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the State Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, (f) remove any fixtures or personal property from the Real Property or, if applicable, Facility, that was paid for with the proceeds of the Program Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property and, if applicable, Facility in accordance with the provisions contained in this Section, then the State Entity may perform whatever acts and expend whatever funds that are necessary to so maintain the Real Property and, if applicable, Facility and the Public Entity irrevocably authorizes and empowers the State

Entity to enter upon the Real Property and, if applicable, Facility, to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility. Any actions taken or funds expended by the State Entity hereunder shall be at its sole option and discretion, and nothing contained herein, including but not limited to this Section, shall require the State Entity to take any action, incur any expense, or expend any funds, and the State Entity shall not be responsible for or liable to the Public Entity or any other entity for any such acts that are undertaken and performed in good faith and not in a negligent manner. Any funds expended by the State Entity to perform such acts as may be necessary to so maintain the Real Property and, if applicable, Facility shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per annum based upon a 365 day year.

Section 7.04 Records Keeping and Reporting. The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the State Program Enabling Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

Section 7.05 Inspections by State Entity. Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow, and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.

Section 7.06 Data Practices. The Public Entity agrees with respect to any data that it possesses regarding the Program Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.07 Non-Discrimination. The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.

Section 7.08 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.

Section 7.09 **Antitrust Claims.** The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 7.10 **Review of Plans and Cost Estimates.** The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.

A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.

C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.

D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota

House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.

E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.

F. If any of the Program Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.

G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the State Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the

Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the State Program on or in the Real Property and, if applicable, Facility.

Section 7.12 **Liability.** The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a “municipality” as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 **Indemnification by the Public Entity.** The Public Entity shall bear all loss, expense (including attorneys’ fees), and damage in connection with the Project and operation of the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity’s liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 **Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the

performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

City of Grand Rapids
400 Pokegama Avenue North
Grand Rapids, MN 56175
Attention: Mayor

To the State Entity at:

Minnesota Department of Education
1500 Highway 36 West
Roseville, MN 55113
Attention: Commissioner

To the Commissioner of MMB at:

Minnesota Department of Management and Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155

Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party or against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.

Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.

Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.

Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.

Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

The grant requires a dollar for dollar local match from non-state funds.

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.

A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.

B. The source of all funds needed to complete the Project broken down among the following categories:

- (i) State funds including the Program Grant, identifying the source and amount of such funds.
- (ii) Matching funds, identifying the source and amount of such funds.
- (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
- (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
- (v) Other funds, identifying the source and amount of such funds.

C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the Program Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the

Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the State Program Enabling Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

Section 7.25 **Third-Party Beneficiary.** The State Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 7.26 **Public Entity Tasks.** Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 7.27 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.

Section 7.28 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.

Section 7.29 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.

Section 7.30 **Jobs Reporting Requirements.** Pursuant to Minn. Stat. § 16A.633, Subd. 4, the Public Entity shall collect, maintain and, upon completion of the Project, provide the

information indicated in **Attachment V** of this Agreement, to the Commissioner of MMB. The information must include, but is not limited to, the following: the number and types of jobs created by the Project, whether the jobs are new or retained, where the jobs are located and the pay ranges of the jobs.

Section 7.31 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

(If there are no additional requirements then insert the word “NONE”.)

American-Made Steel. Minnesota Laws 2014, Chapter 294, Article 2, Section 22, requires public entities receiving an appropriation of public money for a project in that act to ensure those facilities are built with American-made steel, to the extent practicable. The Public Entity shall comply with this requirement, and shall furnish any documentation pursuant thereto reasonably requested by the State Entity.

Accessibility. All facilities receiving Library Construction grant funds will comply with Minnesota Statutes relating to accessibility by persons with disabilities, the Americans with Disabilities Act of 1990, amendments to the act, and the Americans with Disability Act Architectural Guidelines in effect at the time of construction.

Internet filtering. The library is in compliance with Minnesota Statutes, section 134.50(a), which states that all public library computers with Internet access restrict access to material that is reasonably believed to be obscene, child pornography, or is otherwise harmful to minors under federal or state law. This restriction may be accomplished using software filtering technology or other effective methods.

Start date. Project may not have started prior to the enactment of the 2014 bonding bill. The Minnesota Department of Education will not reimburse any costs incurred prior to execution of the grant agreement.

B3 Guidelines. Grantees must ensure projects comply with B3 Guidelines, which are required for all projects that receive general obligation bond funding from the State of Minnesota.

Timeliness. Project initiation and processing of final documentation will proceed according to a mutually agreed upon timeline.

Grant application modifications. Any revisions or modifications to the grant application that are requested by the State to complete the grant agreement are binding and will be treated as if they were part of the original grant application.

[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

Attachment I to Grant Agreement

**State of Minnesota
General Obligation Bond Financed
DECLARATION**

The undersigned has the following interest in the real property located in the County of Itasca, State of Minnesota that is legally described in **Exhibit A** attached and all facilities situated thereon (collectively, the “Restricted Property”):

(Check the appropriate box.)

- a fee simple title,
- a lease, or
- an easement,

and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:

- A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
- B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain Grand Rapids Area Library Accessibility Project between the City of Grand Rapids and the Minnesota Department of Education, dated _____, _____.

The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of the Minnesota Department of Education and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated, amended, or in any way modified without the specific written consent of the Commissioner of Minnesota Management and Budget.

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

Exhibit A to Declaration
LEGAL DESCRIPTION OF RESTRICTED PROPERTY

**Attachment II to Grant Agreement
LEGAL DESCRIPTION OF REAL PROPERTY**

Lots 1-22 Incl E 120 Ft of Lot 23, E 100 Ft

**Attachment III to Grant Agreement
SOURCE AND USE OF FUNDS FOR THE PROJECT**

Source of Funds		Use of Funds	
Identify Source of Funds	Amount	Identify Items	Amount
State G.O. Funds		Ownership Acquisition	
Program Grant	\$ _____	and Other Items Paid for	
		with Program Grant Funds	
Other State Funds		Purchase of Ownership	\$ _____
_____	\$ _____	Interest	
_____	\$ _____	Other Items of a Capital	
_____	\$ _____	Nature	
Subtotal	\$ _____		\$ _____
			\$ _____
Matching Funds			\$ _____
_____	\$ _____	Subtotal	\$ _____
_____	\$ _____		
Subtotal	\$ _____	Items Paid for with	
		Non-Program Grant Funds	
Other Public Entity Funds		_____	\$ _____
_____	\$ _____	_____	\$ _____
_____	\$ _____	_____	\$ _____
Subtotal	\$ _____	Subtotal	\$ _____
Loans			
_____	\$ _____		
_____	\$ _____		
Subtotal	\$ _____		
Other Funds			
_____	\$ _____		
_____	\$ _____		
Subtotal	\$ _____		-
Prepaid Project Expenses			
_____	\$ _____		
_____	\$ _____		
Subtotal	\$ _____		
TOTAL FUNDS	\$ _____	TOTAL PROJECT COSTS	\$ _____

**Attachment IV to Grant Agreement
GRANT APPLICATION**

Attachment V to Grant Agreement
JOBS REPORTING

(a) Pursuant to Minn. Stat. Sec. 16A.633, subd. 4, State Entity is required to report the number of jobs created or retained by the Project. To enable State Entity to comply with Minn. Stat. Sec. 16A.633, subd. 4, the Public Entity is required to report the number of jobs created or retained by the Project to State Entity as set forth below.

(b) The Public Entity shall require all of its contractors to report the information below to the Public Entity. The Public Entity shall then report to State Entity. Information can be recorded by State Entity in an Excel document that can be downloaded into the report by Minnesota Management and Budget. Each report must contain the following:

- (1) The name of the Project.
- (2) The State Entity's contract number, if applicable.
- (3) Reporting period. The appropriate biennium is to be selected.
- (4) The Agency Number. This will complete the next column with Agency Name.
- (5) Legal Citation for the Authorization.
- (6) Department ID responsible for the Project.
- (7) The Appropriation for the Project.
- (8) The Appropriation Amount.
- (9) Project Start Date.
- (10) Project Completion Date.
- (11) The County where the Project is located or, if it is located in more than one county, where it is primarily located.
- (12) Funding Source for Project. The selection will be Trunk Highway Bonds, General Obligation Bonds or General Fund.
- (13) Job Type. Jobs should be classified as either (i) engineering/professional, (ii) construction, or (iii) other. Manager and supervisor jobs shall be classified as category (i), (ii) or (iii) based on the nature of the work those individuals spent the majority of their time overseeing.
- (14) Hourly Wages. Jobs should be classified according to the hourly pay ranges below. Overhead or indirect costs or the value of pensions or other benefits should not be included in wages.
 - (i) less than \$10.00,
 - (ii) \$10.01 to \$15.00,
 - (iii) \$15.01 to \$20.00,
 - (iv) \$20.01 to \$25.00,
 - (v) \$25.01 to \$30.00,
 - (vi) \$30.01 to \$35.00,
 - (vii) \$35.01 to \$40.00, or
 - (viii) more than \$40.00.
- (15) Jobs.

- a. Jobs should be classified as either (i) jobs created or (ii) jobs retained; they will not be counted as both. A “job created” is a new position created and filled, or an existing unfilled position that is filled, because of the Project. A “job retained” means a job at a specific wage level that existed prior to beginning the Project that would have been lost but for the Project. Only jobs in Minnesota should be counted.
- b. Jobs should be expressed in “full-time equivalents” (FTE). In calculating an FTE, the number of hours worked during the Reporting Period should be divided by 2,080 (the number of hours representing a full work schedule in a Reporting Period). Jobs should be reported regardless of when the Project or an individual’s employment began or ended. Jobs are to be calculated based on hours worked in the current Reporting Period only, so that reporting is not cumulative.
- c. Jobs should not be separated into full-time, part-time, temporary, seasonal, etc. Instead, all hours should be totaled and converted into FTEs as indicated above.

(c) Each contractor will report its workforce and the workforce of its subcontractors active during the Reporting Period. This includes employees actively engaged in the Project who work on the jobsite, in the Project office, in the home office or telecommute from home or other alternative office location. This includes, but is not limited to, any engineering personnel, inspectors, sampling and testing technicians, and lab technicians performing work directly in support of the Project. This does not include material suppliers such as steel, culverts, guardrail and tool suppliers. Only hours that relate to time spent on the Project should be reported.

(d) The Public Entity must incorporate these reporting requirements into its contracts with its contractors (in part so that contractors can add the requirements to their contracts with subcontractors and impose deadlines on reporting by subcontractors).

(e) To distinguish the jobs reported by contractors that were funded by the Grant, the Public Entity must multiply the job numbers reported by each contractor in each category above by the percentage of total Project costs funded by the Grant (e.g., if the Grant was 40% of total Project costs, the Public Entity should multiply the jobs numbers given in each category by 40% to arrive at the number of jobs funded by the Grant) and it is those numbers that should be reported to State Entity.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0909 **Version:** 1 **Name:** Consider amending Personnel Policy 5.14 Medical Insurance.
Type: Agenda Item **Status:** Consent Agenda
File created: 12/5/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Consider amending Personnel Policy 5.14 Medical Insurance.
Sponsors:
Indexes:
Code sections:
Attachments: [5.14 Medical Insurance](#)

Date	Ver.	Action By	Action	Result
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Consider amending Personnel Policy 5.14 Medical Insurance.

Background Information:

Personnel Policy 5.14 regarding medical insurance is outdated and needs to be amended to coincide with the health insurance that will be provided to full-time employees effective January 1, 2018. Attached is the current language. The proposed language is as follows:

5.14 Health, Dental, Life Insurance

The City of Grand Rapids will contribute a competitive monthly amount toward group health, dental, and life insurance benefits for each eligible employee and his/her dependents. Employees are encouraged to look closely at this contribution as part of their overall compensation package with the City. Eligibility for this benefit begins the first of the month following 30 days of employment. In accordance with federal health care reform laws and regulations, while avoiding penalties, the City will offer health insurance benefits to eligible employees and their dependents that work on average or are expected to work 30 or more hours per week or the equivalent of 130 hours or more per month. The amount to be contributed and the type of coverage will be determined annually by the City Council.

Failure of any insurance carrier to provide any benefit for which it has contracted shall not create any liability on the part of the City, nor shall such failure be considered a breach of any obligation by the City to an employee. Any premium contribution required by the employee will be payroll deducted on a pre-tax basis.

Retired full-time employees who are not eligible for Medicare may continue to be covered by the City's group insurance policy at their own expense tot the extent as required by law.

For information about coverage and eligibility requirements, employees should refer to the summary plan description or contact the Director of Human Resources.

Staff Recommendation:

City Administrator Tom Pagel and Human Resources Director Lynn DeGrio are recommending amending Personnel Policy 5.14 to reflect the changes in health insurance.

Requested City Council Action

Make a motion to amend the Personnel Policy 5.14 regarding Medical Insurance effective January 1, 2018.

5.14 Medical Insurance

The City of Grand Rapids provides health insurance to all full-time employees. Eligibility for this benefit begins the first of the month following 30 days of employment. Employees can elect either single or family coverage. Eligible dependents include your spouse and your unmarried children under the age of 19 (unless a full-time student. See the plan document for eligibility details.) Eligibility for any group insurance benefit is determined exclusively by the terms of the insurance policy. Failure of any insurance carrier to provide any benefit for which it has contracted shall not create any liability on the part of the City, nor shall such failure be considered a breach of any obligation by the City to an employee.

Premiums will be deducted from employee paychecks on a pre-tax basis.

Retired full-time employees who are not eligible for Medicare may continue to be covered by the City's group insurance policy at their own expense to the extent as required by law.



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0910 **Version:** 1 **Name:**
Type: Agenda Item **Status:** Consent Agenda
File created: 12/6/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Consider adopting a resolution authorizing the City to make application to the Mn. Dept. of Iron Range Resources and Rehabilitation Downtown and Business Corridor grant program
Sponsors:
Indexes:
Code sections:
Attachments: [Grand Rapids Downtown Art Installation MN IRRR Application Authorization Resolution.pdf](#)
[Project Map.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution authorizing the City to make application to the Mn. Dept. of Iron Range Resources and Rehabilitation Downtown and Business Corridor grant program

Background Information:

The Arts and Culture Commission is proposing an art installation project for the Downtown and has asked that the City apply for funds from the MN Dept. of IRRR Downtown and Business Corridor grant program. The project is consistent with the recommendations within the adopted GRMN Creates plan objective to "embed public art in existing and future streetscapes" and incorporates: 1) creation/installation of three building facade murals, 2) creation/installation of three sculptures (one large and two small), 3) the installation of three handicap accessible door openers at First Friday venues, 4) creation/installation of sidewalk poetry in two locations, 5) creation/installation of area focused lamp post banners in the Downtown. (refer to attached map for preliminary locations)

The estimated project cost is \$57,000. With a 1:1 match requirement, the IRRR grant request is for \$28,500.00. The matching funds are proposed to come from the source established within the Art Adoption and Acquisition Plan adopted on 9/11/2017.

Requested City Council Action

Approve a motion adopting a resolution authorizing the City to make application to the Mn. Dept. of Iron Range Resources and Rehabilitation Downtown and Business Corridor grant program.

CITY OF GRAND RAPIDS, MINNESOTA
RESOLUTION NO. 17-

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

**RESOLUTION AUTHORIZING THE CITY TO MAKE APPLICATION TO THE
MINNESOTA DEPT. OF IRON RANGE RESOURCES AND REHABILITATION
DOWNTOWN AND BUSINESS CORRIDOR GRANT PROGRAM FOR THE
DOWNTOWN ART INSTALLATION PROJECT**

WHEREAS THE Grand Rapids City Council approves of the above application, because it supports community and economic development that is consistent with the Comprehensive Plan.

NOW THEREFORE BE IT RESOLVED that the City Council of Grand Rapids, Minnesota does hereby adopt this resolution.

Upon vote taken thereon, the following voted:

For:

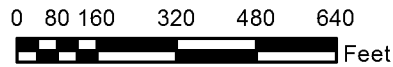
Against:

Whereupon said Resolution No. _____ was declared duly passed and adopted this 11th day of December, 2017

Mayor

Attest: _____
City Clerk

Grand Rapids Downtown Art Installations





CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0912 **Version:** 1 **Name:** Outdoor Courts MOU
Type: Agenda Item **Status:** Consent Agenda
File created: 12/6/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Consider entering into a MOU with the Itasca County Family YMCA forming a partnership to operate, manage, and supervise the Outdoor Courts at the Y.

Sponsors:

Indexes:

Code sections:

Attachments: [MOU - Outdoor Courts.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider entering into a MOU with the Itasca County Family YMCA forming a partnership to operate, manage, and supervise the Outdoor Courts at the Y.

Background Information:

The Itasca County Family YMCA, the City of Grand Rapids, the Itasca County Pickleball Association, and the Grand Rapids Basketball Association have formed a partnership to operate, manage, and supervise the Outdoor Courts at the Y. The City will assist annually with power washing the courts and will have two representatives on the Advisory Committee. A copy of the MOU is attached for your review.

Staff Recommendation:

City staff recommends entering into a MOU with the Itasca County Family YMCA forming a partnership to operate, manage, and supervise the Outdoor Courts at the Y.

Requested City Council Action

Pass a motion to enter into a MOU with the Itasca County Family YMCA forming a partnership to operate, manage, and supervise the Outdoor Courts at the Y.

OUTDOOR COURTS AT THE Y
MEMORANDUM OF UNDERSTANDING

This Agreement is entered into this January 1, 2017 by and between the Itasca County Family YMCA (hereafter “YMCA”), the City of Grand Rapids (hereafter “City”), the Itasca County Pickleball Association (hereafter “ICPA”) and the Grand Rapids Area Basketball Association, (hereafter “GRABA”), collectively known as the “Partners”.

WHEREAS, the above organizations have formed an Outdoor Court Partnership (hereafter “Partnership”) to operate, manage and supervise the Outdoor Courts at the Y (hereafter the “Courts”); and

WHEREAS, the Courts consist of a regulation basketball court, three foursquare courts, and six pickleball courts constructed on the YMCA property; and

WHEREAS, the Partners are committed to the values of caring, honesty, respect, responsibility and faith and the mission to “strengthen ourselves, families and communities by promoting growth in spirit, mind and body” and “to promote the sport of pickleball throughout the greater Itasca County area, to facilitate the use of pickleball courts and equipment, make rules and regulations for their optimum use and to foster goodwill, sportsmanship, and fellowship among its members” and “to create a fun, fair and safe environment that focuses on developing respect for others, self-confidence, leadership, team work, and basketball skills in our Grand Rapids area for student athletes”. We strive to provide the best competition at all grade levels while maintaining the highest degree of participation and sportsmanship”: and

WHEREAS, the Partners are committed to a leadership style of collaboration, communication, consultation, participation and responsibility: and

WHEREAS, the Partners are committed to a holistic approach to wellness, embracing spirit, mind and body for all; and

WHEREAS, the Partners are committed to serve all members of our community including men, women and children of all ages, income, abilities, races, and religions without regard to ability to pay; and

WHEREAS, the missions of the individual Partners will be better served by entering into this partnership.

THEREFORE, the parties hereby agree as follows:

1. The Partners will collaboratively operate, manage and supervise the Courts built on the YMCA property at 400 River Road, Grand Rapids, MN 55744.

2. The Partnership shall be governed by an Outdoor Courts at the Y Advisory Committee (hereafter the “Advisory Committee”). The Advisory Committee shall consist of two members from each of the Partners organizations, and a ninth at-large committee member chosen by the eight Partner members. The eight Partner members shall serve terms as determined by the appointing Partner. The ninth at-large committee member’s term shall be three years long, with the opportunity to serve two terms consecutively. A vacancy in the Advisory Committee shall be filled by the appropriate Partner.
3. The Advisory Committee shall provide for the oversight of the Courts, determine rules and regulations for operating the Courts, and to fulfill their terms of this Agreement.
4. The Advisory Committee shall meet at least quarterly, or as otherwise necessary.
5. The Advisory Committee shall elect by majority vote a chairperson and a secretary.
6. The Advisory Committee shall utilize Roberts’s Rules of Order to manage the meetings.
7. The Partners shall provide the Committee with bylaws and operational duties as needed from time to time.
8. This Agreement shall be reviewed annually by the Advisory Committee and they may recommend changes to the Partners.
9. The YMCA shall be the fiscal agent of the Partnership and manage the funds for use by the Partnership. The YMCA shall provide a staff person to supervise and manage the funds for the Partnership.
10. The Advisory Committee shall schedule an annual Courts’ spring clean-up and preparation for summer season with volunteer4s from the Partners’ membership.
11. The City shall assist with the annual clean-up by providing power washing equipment and staff to operate the equipment to facilitate clean, safe and attractive Courts.
12. The ICPA and the GRABA shall each contribute \$1,000 per year to the Courts fund, managed by the YMCA staff person, for ongoing and long-term maintenance needs. This will be due by August 1st of each year. The YMCA staff person shall provide a written accounting summary for each meeting of the Advisory Committee. The YMCA shall be reimbursed for costs and expenses incurred if the building is opened for a special event.

13. The YMCA shall also provide a staff person for the purpose of scheduling use and events for the Courts, ads directed by the Advisory Committee.
14. The Partners shall follow all required state and local health and safety requirements. An automated external defibrillator (AED) will be available in the hallway just east of the YMCA service desk during business hours. YMCA bathrooms and the AED will not be accessible during the times the building is closed.
15. This Agreement shall commence on January 1, 2017 and shall continue until terminated by written notice from any Partner at least one year in advance of the termination.
16. In the event the Advisory Committee cannot settle a dispute, the YMCA Board of Directors shall settle the dispute. The YMCA Board at all times has veto power over the decisions made within this Agreement.
17. At all times the YMCA has the final authority over the Courts and their use. All Rules and Regulations passed by the Advisory Committee shall conform in all manner to the YMCA Rules and Mission.
18. All users of the Courts must comply with the Rules and Regulations including but not limited to no use of illegal drugs or alcohol on the property and all activities must be inclusive and non-discriminatory.
19. All publicity regarding the Courts should display the Partners' logos unless other arrangements have been agreed to by the Partners. No signs or advertisements shall be displayed on the YMA property except with the consent of the YMCA.
20. Throughout the term of this Agreement, the Partners shall procure and maintain general liability insurance, naming the other Partners as additional insured.
21. Severability. If any part of this agreement shall be held to be unenforceable, the rest of this agreement should nevertheless remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below:

YMCA:

City of Grand Rapids

By: _____
Its Executive Director

By: _____
Its Mayor

By: _____
Its Board Chair
Date: _____

By: _____
Its City Clerk
Date: _____

Itasca County Pickleball Association

Grand Rapids Area Basketball Association

By: _____
Its Board Chair

By: _____
Its Board Chair

By: _____
Its Board Vice Chair
Date: _____

By: _____
Its Board Secretary
Date: _____

Amended December 2017



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0915 **Version:** 1 **Name:** Assess 2017 Delinquent Storm Water
Type: Agenda Item **Status:** Consent Agenda
File created: 12/6/2017 **In control:** City Council
On agenda: 12/11/2017 **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 property tax owners.

Sponsors:

Indexes:

Code sections:

Attachments: [Storm water util delqnt to county 2017.pdf](#)

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 property tax owners.

Background Information:

The City Council adopted the Storm Water Utility Ordinance #04-08-10 on August 9, 2004, for implementation beginning January 1, 2005. Beginning on that date, city residents, commercial property, and industrial property have been charged a fee for storm water management based on a fee schedule approved by the Council.

The City is utilizing the service of the Grand Rapids Public Utilities for the billing. On a quarterly basis, they provide the City with a list of delinquent accounts. We currently have a list of delinquent accounts through November 28, 2017. 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 is recommending adopting a resolution authorizing the Itasca County Auditor to assess the delinquent Storm Water Utility charges to the property tax statement of delinquent property 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 property tax owners.

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

RESOLUTION NO. 17-

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 11th day of December 2017.

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

<u>Parcel Numbers</u>	<u>With 10% Penalty</u>
910054410	100.10
910054413	40.70
910153408	29.70
910172205	29.70
910263310	29.70
910344404	100.10
910352403	35.20
910352412	78.10
910353181	100.10
910353205	100.10
910353311	100.10
910353404	78.10
910353422	40.70
914105950	52.80
914251720	100.10
914510031	100.10
914510090	100.10
914510101	100.10
914900418	59.40
914900622	44.22
915500780	31.90
915550720	100.10

915551180	62.70
915852660	89.10
916200041	67.03
916630304	34.10
916843000	45.22
917030342	6.82
917070110	70.40



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0917 **Version:** 1 **Name:**
Type: Minutes **Status:** Approved
File created: 12/7/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Acknowledge 2017 minutes for GREDA and Planning Commission meetings.
Sponsors:
Indexes:
Code sections:

- Attachments:**
- [January 26, 2017 GREDA Minutes.pdf](#)
 - [February 9, 2017 GREDA Minutes.pdf](#)
 - [March 8, 2017 GREDA Minutes Special Meeting.pdf](#)
 - [March 23, 2017 GREDA Minutes.pdf](#)
 - [April 13, 2017 GREDA Minutes.pdf](#)
 - [April 27, 2017 GREDA Minutes.pdf](#)
 - [May 24, 2017 GREDA Minutes.pdf](#)
 - [June 8, 2017 GREDA Minutes.pdf](#)
 - [July 13, 2017 GREDA minutes.pdf](#)
 - [August 10, 2017 GREDA Minutes.pdf](#)
 - [August 24, 2017 GREDA minutes.pdf](#)
 - [September 14, 2017 GREDA minutes.pdf](#)
 - [October 12, 2017 GREDA Minutes.pdf](#)
 - [October 26, 2017 GREDA minutes.pdf](#)
 - [January 5, 2017 Planning Commission minutes.pdf](#)
 - [April 6, 2017 Planning Commission minutes.pdf](#)
 - [May 4, 2017 Planning Commission minutes.pdf](#)
 - [June 1, 2017 Planning Commission minutes.pdf](#)
 - [August 3, 2017 Planning Commission.pdf](#)
 - [September 7, 2017 Planning Commission minutes.pdf](#)
 - [October 5, 2017 Planning Commission minutes.pdf](#)

Date	Ver.	Action By	Action	Result
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Acknowledge 2017 minutes for GREDA and Planning Commission meetings.

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, JANUARY 26, 2017
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, January 26, 2017 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: Sholom Blake, Dale Christy, Michael Stefan, Rick Blake, Dale Christy. Absent: Mike Przytarski, Cory Jackson, Chris Lynch.

Cory Jackson joined the meeting at 4:01

SETTING OF REGULAR AGENDA: Approved without addition.

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER STEFAN, SECOND BY COMMISSIONER CHRISTY TO APPROVE THE MINUTES OF THE JANUARY 26, 2017 REGULAR MEETING. The following voted in favor thereof: Jackson, S. Blake, Christy, Stefan, R. Blake. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER R. BLAKE TO APPROVE CLAIMS IN THE AMOUNT OF \$3,176.94.

City of Grand Rapids	\$192.28	John Connelly	\$1,000.00
Northern Star Cooperative	\$476.24	Phils Garage Door	\$177.00
P.U.C.	\$1,191.42	SEH-RCM	\$140.00

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

Consider approval of a Central School Lease with: Yarn Works LLC (Suite 202)

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER JACKSON TO APPROVE A CENTRAL SCHOOL LEASE WITH YARN WORKS LLC. The following voted in favor thereof: Stefan, Christy, R. Blake, S. Blake, Jackson. Opposed: None, passed unanimously.

Consider approval of a Commercial Building Improvement Loan with Klockow Enterprises LLC for improvements to 36 SE 10th St, to be completed for the Cantankerous Brewing Company project.

Andy and Tasha Klockow, owners and operators of a new venture, Cantankerous Brewing Company, have submitted an application for a Commercial Building Improvement Loan (CBIL) for planned improvements to the vacant commercial building located at 36 SE 10th St. The Klockows have recently completed the purchase of the building and have secured all of the financing for this \$1.1M project, with the exception of this request for a \$40,000 CBIL from the Grand Rapids EDA. Cantankerous Brewing Company will be a small production brewery with a taproom, which produces hand crafted ales and lagers for the northern Minnesota market served by the pint, flights, growlers and crowlers (can-growlers). Cantankerous also expects to self-distribute some kegs to local bars and restaurants. The Klockows intend to begin the buildout of the 6,000 sf production and taproom space in April of 2017, with a plan for opening in October.

MOTION BY COMMISSIONER STEFAN, SECOND BY COMMISSIONER R. BLAKE TO APPROVE A CBIL TO KLOCKOW ENTERPRISES LLC IN THE AMOUNT OF \$40,000 FOR IMPROVEMENTS TO 36 SE 10TH ST. The following voted in favor thereof: Jackson, Stefan, Christy, R. Blake, S. Blake. Opposed: None, passed unanimously.

Consider approval of a 2017 GREDA Work Plan.

The Commissioners reviewed the proposed work plan.

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER JACKSON TO APPROVE THE 2017 GREDA WORK PLAN. The following voted in favor thereof: S. Blake, R. Blake, Christy Stefan, Jackson. Opposed: None, passed unanimously.

Discuss replacement of water softener system at 3002 Airport Rd.

The Commissioners discussed replacing the water softener system and if they were to replace it they would like the tenants to be responsible for the salt and filters.

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER JACKSON TO APPROVE A PROPOSAL IN THE AMOUNT OF 1400.00 FROM NORTHERN AIR TO REPLACE THE WATER SOFTENER SYSTEM A 3002 AIRPORT RD AND HAVE THE TENANTS RESPONSIBLE FOR THE SALT AND WATER FILTERS. The following voted in favor thereof: Jackson, Stefan, Christy, R. Blake, S. Blake. Opposed: None, passed unanimously.

There being no further business the meeting adjourned at 4:33 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, FEBRUARY 9, 2017
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, February 9, 2017 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: Sholom Blake, Cory Jackson, Rick Blake, Dale Christy. Absent: Mike Przytarski, Michael Stefan, Chris Lynch.

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

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER R. BLAKE TO APPROVE THE MINUTES OF THE JANUARY 26, 2017 REGULAR MEETING. The following voted in favor thereof: Jackson, S. Blake, Christy, R. Blake. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER CHRISTY TO APPROVE CLAIMS IN THE AMOUNT OF \$6,530.50.

Cole Hardware Inc	\$4.96	City of Grand Rapids	\$67.50
Kennedy & Graven	\$1195.34	Minnesota Energy Resources	\$449.39
TNT Aggregates, LLC	\$4,748.10	Waste Management	\$65.21

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

Consider approval of a Central School Lease with: Salmela Photography (Suite 205)

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER R. BLAKE TO APPROVE A CENTRAL SCHOOL LEASE WITH SALMELA PHOTOGRAPHY. The following voted in favor thereof: Christy, R. Blake, S. Blake, Jackson. Opposed: None, passed unanimously.

Consider adoption of a resolution approving the Second Amendment to the Purchase and Development Contract between the Grand Rapids EDA and Grand Rapids Hotel Partners, LLC.

The developer due to unforeseen circumstances would like to extend the closing date to no later than May 1, 2017 and the commencement and completion of construction to June 1, 2017 and May 1, 2018.

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER CHRISTY TO ADOPT RESOLUTION 17-01 APPROVING THE SECOND AMENDMENT TO THE PURCHASE AND DEVELOPMENT CONTRACT BETWEEN THE GRAND RAPIDS EDA AND GRAND RAPIDS HOTEL PARTNERS, LLC. The following voted in favor thereof: R. Blake, Jackson, S. Blake, Christy. Opposed: None, passed unanimously.

Consider adoption of a resolution authorizing the issuance of taxable revenue notes to Charles K. Blanding Foundation pursuant to the Program Related Investment Agreement for Commercial Building Improvement Program.

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER JACKSON TO ADOPT RESOLUTION 17-02 AUTHORIZING THE ISSUANCE OF TAXABLE REVENUE NOTES TO CHARLES K. BLANDIN FOUNDATION PURSUANT TO THE PROGRAM RELATED INVESTMENT AGREEMENT FOR COMMERCIAL BUILDING IMPROVEMENT PROGRAM. The following voted in favor thereof: Christy, S. Blake, Jackson, R. Blake. Opposed: None, passed unanimously.

There being no further business the meeting adjourned at 4:22 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
SPECIAL MEETING
WEDNESDAY, MARCH 8, 2017
8:15 A.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 Special Meeting of the Grand Rapids Economic Development Authority (GREDA) was called to order on Wednesday, March 8, 2017 at 8:15 a.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: Sholom Blake, Cory Jackson, Rick Blake, Chris Lynch. Absent: Mike Przytarski, Michael Stefan, Dale Christy.

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

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER JACKSON TO APPROVE THE MINUTES OF THE MARCH 8, 2017 REGULAR MEETING. The following voted in favor thereof: Jackson, S. Blake, Lynch, R. Blake. Opposed: None, passed unanimously.

Dale Christy joined the meeting at 8:17 a.m.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER CHRISTY TO APPROVE CLAIMS IN THE AMOUNT OF \$6,530.50.

Bunes Septic Service Inc	\$238.00	Itasca County Recorder	\$69.00
Itasca County Treasurer	\$673.90	Kennedy & Graven	\$1,632.75
Minnesota Energy Resources	\$95.14	Northern Star Cooperative	\$435.19
P.U.C	\$1,618.08	GRP, LLC	\$35,000

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

Consider approval of a Central School Lease with: Beauty and Bliss (Suite 103).

Beauty and Bliss would like to expand into Suite 103 this would be the third space they would occupy. Due to the lack of traffic in the building in exchange for leasing the space for two years they would like the first six months without charge in order to build up their business. The Central School lease committee discussed this with staff and are in favor of the proposal.

MOTION BY COMMISSIONER LYNCH, SECOND BY COMMISSIONER CHRISTY TO APPROVE A LEASE WITH BEAUTY AND BLISS, LLC FOR SUITE 103. The following voted in favor thereof: Lynch, Christy, S. Blake, Jackson, R. Blake. Opposed: None, passed unanimously.

Updates:

The developer of Blocks 20 & 21 will be meeting with an investment group later on this month. He is very optimistic that he will have the financing in place this spring.

There being no further business the meeting adjourned at 8:26 a.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, MARCH 23, 2017
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, March 23, 2017 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: Sholom Blake, Chris Lynch, Rick Blake, Dale Christy. Absent: Mike Przytarski, Michael Stefan, Cory Jackson.

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

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER R. BLAKE TO APPROVE THE MINUTES OF THE MARCH 8, 2017 SPECIAL MEETING. The following voted in favor thereof: Lynch, S. Blake, Christy, R. Blake. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER CHRISTY TO APPROVE CLAIMS IN THE AMOUNT OF \$14,114.88.

Northern Industrial Erectors	\$11,780.83	Northern Star Cooperative	\$347.50
P.U.C	\$1259.54	S.E.H-R.C.M	\$650.00
Viking Electric Supply INC	\$77.01		

The following voted in favor thereof: R. Blake, Lynch, S. Blake, Christy. Opposed: None, passed unanimously.

Commissioner Lynch suggested we switch items 6 & 7 the Commissioners agreed.

2014 SCDP Project Overview- Amanda MacDonell.

Amanda MacDonell, Property & Program Specialist with Itasca County HRA provided a power point presentation highlighting some of the projects that were completed and provided a breakdown of the dollars used and dollars matched. This has been a very successful program and we are hoping to be awarded more funds in the next grant cycle.

Discuss opportunity to host MN Real Estate Journal Micropolitan Summit.

The MN Real Estate Journal recently hosted an event like this in the Brainerd Lakes Area and would like to know if the GREDA would be interested in hosting a similar event. The cost would be \$9,500 which could be recouped by partnering with other companies and organizations in Grand

Rapids. The Commissioners would like Mr. Mattei to reach out to others who have hosted this event and see if it is something that would be beneficial to our area.

Discuss Central School Advertising Request.

Lisa Carsrud, owner of Beauty and Bliss put together an advertising proposal for the Central School. The tenants would like an advertising budget of \$5,210 to go towards First Friday Art Walk, quarterly advertising for special events, a billboard and a domain name for a website. The Commissioners discussed where the money would come from and what type of monetary participation would the tenants contribute. Staff will meet with Ms. Carsrud to discuss possible partnership opportunities.

Updates:

Grand Rapids Hotel Partners- The developer is meeting with investors at the end of the month. The closing date is still set for May 1st, 2017.

There being no further business the meeting adjourned at 5:03 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, APRIL 13, 2017
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, April 13, 2017 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: Sholom Blake, Chris Lynch, Rick Blake, Dale Christy, Michael Stefan, Mike Przytarski, Cory Jackson. Absent: None

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

- **Approve payment in the amount of \$2,304.00 to the Itasca County Treasurer for the 2017 property taxes on the airport hangar.**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER STEFAN, SECOND BY COMMISSIONER LYNCH TO APPROVE THE MINUTES OF THE MARCH 23, 2017 REGULAR MEETING. The following voted in favor thereof: Lynch, S. Blake, Christy, R. Blake, Jackson, Stefan, Przytarski. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER JACKSON TO APPROVE CLAIMS IN THE AMOUNT OF \$17,094.37.

League of MN Cities Ins Trust	\$1,553.00	Itasca County Treasurer	\$170.50
Kennedy & Graven	\$571.17	Minnesota Energy Resources	\$62.42
Northern Star Cooperative Service	\$329.22	P.U.C.	\$39.41
Tru North Electric LLC	\$140.00	Viking Electric Supply Inc	\$149.51
JBS Holdings	\$14,079.14		

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

Approve payment in the amount of \$2,304.00 to the Itasca County Treasurer for the 2017 property taxes on the airport hangar.

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER STEFAN TO APPROVE PAYMENT IN THE AMOUNT OF \$2,304.00 TO THE ITASCA COUNTY TREASURER FOR THE 2017 PROPERTY TAXES ON THE AIRPORT HANGAR. The following voted in favor thereof: S. Blake, R. Blake, Przytarski, Lynch, Christy, Stefan, Jackson. Opposed: None, passed unanimously.

Consider approving the GREDA 2016 Annual Report.

Community Development Director Mattei did a nice job putting together the annual report.

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER PRZYTARSKI TO APPROVE THE 2016 GREDA ANNUAL REPORT. The following voted in favor thereof: R. Blake, Stefan, Jackson, S. Blake, Christy, Lynch, Przytarski. Opposed: None, passed unanimously.

Updates:

Central School Advertising Request- Staff and President Blake met with one of the tenants making the request and asked that she put together a proposal for the GREDA to review.

Block 20/21 sale to Grand Rapids Hotel Partners- The developer is still working on putting together his funding package. He is about one million short at this time but has a meeting set up in Arizona this week with potential investors.

There being no further business the meeting adjourned at 4:08 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, APRIL 27, 2017
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, April 27, 2017 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: Sholom Blake, Rick Blake, Dale Christy, Michael Stefan, Mike Przytarski, Cory Jackson. Absent: Chris Lynch.

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

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER LYNCH TO APPROVE THE MINUTES OF THE MARCH 23, 2017 REGULAR MEETING. The following voted in favor thereof: Lynch, S. Blake, Christy, R. Blake, Jackson, Stefan, Przytarski. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER CHRISTY TO APPROVE CLAIMS IN THE AMOUNT OF \$5,098.83.

Itasca County Treasurer	\$2,384.50	Kennedy & Graven	\$1,464.17
P.U.C	\$1,250.16		

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

Consider adopting a resolution approving the Third Amendment to the Purchase and Development Contract with Grand Rapids Hotel Partners LLC.

The developer would like to extend the closing date to no later than August 1st, 2017, construction to begin September 1st, 2017 and a completion date of August of 2018.

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER JACKSON TO ADOPT RESOLUTION 17-03 APPROVING THE THIRD AMENDMENT TO THE PURCHASE AND DEVELOPMENT CONTRACT BETWEEN THE GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY AND GRAND RAPIDS HOTEL PARTNERS. The following voted in favor thereof: R. Blake, Stefan, Jackson, S. Blake, Christy, Przytarski. Opposed: None, passed unanimously.

Updates:

GREDA/IEDC Commercial Lease Space Inventory- A letter was mailed to those owning property zoned commercial with a survey to fill out and return. Hopefully this will give us a better idea as to what inventory is available.

Follow up on discussion MN Real Estate Journal Micropolitan Summit- After researching further Mr. Mattei found out that hosting this event wouldn't be bringing in a lot of new people to the area. It was decided the GREDA would pass on hosting this event at this time.

There being no further business the meeting adjourned at 4:13 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
SPECIAL MEETING
WEDNESDAY, MAY 24, 2017
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 Wednesday, May 24, 2017 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: Sholom Blake, Dale Christy, Michael Stefan, Chris Lynch. Absent: Rick Blake, Cory Jackson, Mike Przytarski.

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

- **Update on ACC Manufacturing/EDA Hangar**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER STEFAN, SECOND BY COMMISSIONER CHRISTY TO APPROVE THE MINUTES OF THE APRIL 27, 2017 REGULAR MEETING. The following voted in favor thereof: Lynch, S. Blake, Christy, Stefan. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER LYNCH, SECOND BY COMMISSIONER STEFAN TO APPROVE CLAIMS IN THE AMOUNT OF \$1,291.69.

Itasca County Recorder	\$53.00	Kennedy & Graven	\$291.50
Minnesota Energy Resources	\$48.09	P.U.C	\$696.25
Visa	\$137.64	Waste Management	\$65.21

The following voted in favor thereof: S. Blake, Christy, Lynch, Stefan. Opposed: None, passed unanimously.

Consider approval of a Construction Loan Disbursement Agreement between First American Title, Woodland Bank, Klockow Enterprises and GREDA.

The owner would like the construction loan disbursements to be handled through First American Title.

MOTION BY COMMISSIONER LYNCH, SECOND BY COMMISSIONER CHRISTY TO APPROVE A CONSTRUCTION LOAN DISBURSEMENT AGREEMENT BETWEEN FIRST AMERICAN TITLE, WOODLAND BANK, KLOCKOW ENTERPRISES AND GREDA. The following voted in favor thereof: Lynch, S. Blake, Christy, Stefan. Opposed: None, passed unanimously.

Updates:

GREDA/IEDC Commercial Lease Space Inventory- So far there have been 40 property responses received with and they include information on lease space and who to contact. Once the project is finished the information will be available on the GREDA Website.

ACC Manufacturing/EDA Hangar- The City has been awarded and IRRRB Infrastructure Grant in the amount of \$167,500. This grant will cover the cost of running utilities to the GREDA hangar, Valley Medical hangar and possibly one other. Swan Machine has moved out of the IEDC Building and ACC Manufacturing will be moving in the middle of June.

There being no further business the meeting adjourned at 4:17 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, JUNE 8, 2017
8:00 A.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, June 8, 2017 at 8:00 a.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: Sholom Blake, Dale Christy, Cory Jackson, Mike Przytarski, Chris Lynch. Absent: Rick Blake, Michael Stefan.

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

- **Approve payment in the amount of \$60,309.40 to TNT Aggregates, LLC for Pay Estimate #4 on the Swan Machine project.**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER LYNCH, SECOND BY COMMISSIONER CHRISTY TO APPROVE THE MINUTES OF THE MAY 24, 2017 SPECIAL MEETING. The following voted in favor thereof: Lynch, S. Blake, Christy, Przytarski, Jackson. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER JACKSON TO APPROVE CLAIMS IN THE AMOUNT OF \$5,598.05.

Anthony & Linda Budrow	\$5,598.05	Minnesota Energy Resources	\$37.71
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The following voted in favor thereof: S. Blake, Christy, Lynch, Jackson, Przytarski. Opposed: None, passed unanimously.

Approve payment in the amount of \$60,309.40 to TNT Aggregates, LLC for Pay Estimate #4 on the Swan Machine project.

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER JACKSON TO APPROVE PAYMENT TO TNT AGGREGATES, LLC IN THE AMOUNT OF \$60,309.40. The following voted in favor thereof: Jackson, Lynch, Christy, Przytarski, S. Blake. Opposed: None passed unanimously.

Updates:

ACC Manufacturing will be moving out of the airport maintenance building and into the IEDC building middle of June. The Eclipse Jet flew in this week they will be putting in a new GPS system.

There being no further business the meeting adjourned at 8:09 a.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, JULY 13, 2017
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, July 13, 2017 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: Sholom Blake, Chris Lynch, Rick Blake, Dale Christy, Mike Przytarski. Absent: Michael Stefan, Cory Jackson.

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

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER LYNCH, SECOND BY COMMISSIONER R. BLAKE TO APPROVE THE MINUTES OF THE JUNE 27, 2017 SPECIAL MEETING. The following voted in favor thereof: Lynch, S. Blake, Christy, R. Blake, Przytarski. Opposed: None, passed unanimously.

Commissioner Jackson joined the meeting at 4:02

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER JACKSON TO APPROVE CLAIMS IN THE AMOUNT OF \$63,851.53.

City of Grand Rapids	\$1,650.00	Itasca County Recorder	\$207.00
Kennedy & Graven	\$320.43	Northern Star Cooperative	\$228.34
P.U.C	\$326.76	S.E.H-R.C.M	\$800.00
TNT Aggregates, LLC	\$60,309.40	Visa	\$9.60

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

Visit Grand Rapids Annual Report- Megan Christianson.

A representative from VGR was not in attendance to give the report.

Consider approval of assistance requested within Central School Tenants Marketing Proposal.

The tenants have provided a proposal for advertising for the remainder of 2017. The tenants are requesting \$2,097.40 and they will match that with a onetime contribution of \$500.00. The Commissioners discussed other options for advertising such as a monument sign. The tenants are also requesting that the City offer wifi at the Central School for public use. Mr. Mattei spoke with the City's IT Department and they felt that there wouldn't be sufficient staff to take on this request.

The Commissioners felt that if they moved forward with the proposal it would be a onetime contribution any further assistance would require an increase in rent.

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER CHRISTY TO APPROVE THE MARKETING PROPOSAL REQUEST BY THE CENTRAL SCHOOL TENANTS BUT NOT TO INCLUDE THE ADDITIONAL REQUEST OF WIFI FOR A LOUNGE AREA. The following voted in favor thereof: Christy, S. Blake, Jackson, R. Blake. Opposed: Przytarski, Lynch, motion passed.

Review and consider recommendations for draft 2018 GREDA Operations Budget and levy for Capital Projects Fund.

The GREDA has requested over the last several years the City levy for additional monies to begin to replenish the GREDA Capital Projects Fund. For the 2017 budget, GREDA received a levy of \$60,000.00. Staff recommends a similar request for 2018. The GREDA Operations Budget, if not replenished, would have a deficit by the end of 2019. Commissioner Lynch suggested splitting the request between the two funds.

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER R. BLAKE TO ADOPT THE RECOMMENED 2018 OPERATING BUDGET AND LEVY A REQUEST OF \$45,000 FOR THE CAPITAL PROJECTS FUND AND \$15,000 FOR THE OPERATING BUDGET. The following voted in favor thereof: Przytarski, Lynch, Christy, S. Blake, Jackson, R. Blake. Opposed: None, motion passed unanimously.

There being no further business the meeting adjourned at 4:56 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, AUGUST 10, 2017
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, August 10, 2017 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: Sholom Blake, Cory Jackson, Dale Christy, Mike Przytarski. Absent: Michael Stefan, Rick Blake, Chris Lynch.

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

- **Approve a termination agreement for the purchase and development contract with Grand Rapids Hotel Partners, LLC.**

Commissioner Lynch joined the meeting at 4:02 p.m.

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER PRZYTARSKI TO APPROVE THE MINUTES OF THE JULY 13, 2017 REGULAR MEETING. The following voted in favor thereof: Lynch, S. Blake, Jackson, Christy, Przytarski. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER PRZYTARSKI TO APPROVE CLAIMS IN THE AMOUNT OF \$24,925.00.

Blandin Foundation	\$21,717.05	City of Grand Rapids	\$2,302.14
Grand Rapids Herald Review	\$63.25	P.U.C.	\$161.05
SEH-RCM	\$615.00	Waste Management	\$66.5

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

Update from IEDC-Mark Zimmerman.

Mark Zimmerman, President of IEDC updated the GREDA on the projects they have worked on this last year.

Visit Grand Rapids Annual Report-Megan Christianson.

Megan Christianson, Executive Director of Visit Grand Rapids provided handouts to the GREDA highlighting the different marketing campaigns for 2017. She also spoke about how the use of social media is becoming a popular way to attract visitors.

Consider approval of a DEED Minnesota Investment Fund Grant Contract for the ASV Parts Distribution Center Project.

MOTION BY COMMISSIONER LYNCH, SECOND BY COMMISSIONER JACKSON TO APPROVE A CONTRACT WITH DEED FOR A MINNESOTA INVESTMENT FUND GRANT FOR THE ASV PARTS DISTRIBUTION CENTER PROJECT. The following voted in favor thereof: Przytarski, Lynch, Christy, S. Blake, Jackson. Opposed: None, passed unanimously.

Approve a termination agreement for the purchase and development contract with Grand Rapids Hotel Partners, LLC.

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER LYNCH TO APPROVE A TERMINATION AGREEMENT FOR THE PURCHASE AND DEVELOPMENT CONTRACT WITH GRAND RAPIDS HOTEL PARTNERS, LLC. The following voted in favor thereof: Jackson, S. Blake, Christy, Lynch, Przytarski. Opposed: None, passed unanimously.

There being no further business the meeting adjourned at 4:53 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, AUGUST 24, 2017
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, August 24, 2017 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: Sholom Blake, Cory Jackson, Dale Christy, Rick Blake. Absent: Michael Stefan, Mike Przytarski, Chris Lynch.

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

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER CHRISTY TO APPROVE THE MINUTES OF THE AUGUST 10, 2017 REGULAR MEETING. The following voted in favor thereof: R. Blake, S. Blake, Jackson, Christy. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER R. BLAKE TO APPROVE CLAIMS IN THE AMOUNT OF \$10,366.27.

Itasca Economic Development	\$10,000.00	Kennedy & Graven	\$171.00
Minnesota Energy Resources	\$48.09	P.U.C.	\$147.18

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

Consider adopting a revised and updated SCDP Commercial & Residential Rehabilitation Deferred Loan Program Policy and Procedures Handbook.

This handbook is updated each time we receive a new round of funding to reflect any updates that need to be made.

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER JACKSON TO ADOPT A REVISED AND UPDATED SCDP COMMERCIAL AND RESIDENTIAL REHABILITATION DEFERRED LOAN PROGRAM POLICY AND PROCEDURES HANDBOOK. The following voted in favor thereof: Christy, S. Blake, Jackson, R. Blake. Opposed: None, passed unanimously.

Consider adoption of a resolution approving Minnesota Investment Fund (MIF) loan documents for the ASV Parts Distribution Center project, and authorizing the President and Executive Director to execute on behalf of GREDA.

Community Development Director Mattei reviewed the terms of the loan document with GREDA.

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER CHRISTY TO ADOPT RESOLUTION 17-05 APPROVING MINNESOTA INVESTMENT FUND LOAN DOCUMENTS FOR THE ASV PARTS DISTRIBUTION CENTER PROJECT, AND AUTHORIZING THE PRESIDENT AND EXECUTIVE DIRECTOR TO EXECUTE ON BEHALF OF GREDA. The following voted in favor thereof: Jackson, R.Blake, S. Blake, Christy. Opposed: None, passed unanimously.

Review history of Capital Project and Operating funds.

Mr. Mattei provided graphs and a spreadsheet outlining the fund balance and the revenue/expense history.

Updates:

Block 20/21 site sale/hotel development- There is interest from a different developer for this site. They would also be looking a building a hotel. Mr. Mattei will keep the GREDA updated as things progress.

There being no further business the meeting adjourned at 4:36 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, SEPTEMBER 14, 2017
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 14, 2017 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: Sholom Blake, Chris Lynch, Dale Christy, Rick Blake, Mike Przytarski. Absent: Michael Stefan, Cory Jackson.

SETTING OF REGULAR AGENDA: Approved with addition.

- **Update on ASV**
- **Update on Central School Leasing**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER R. BLAKE TO APPROVE THE MINUTES OF THE AUGUST 24, 2017 REGULAR MEETING. The following voted in favor thereof: R. Blake, S. Blake, Lynch, Christy, Przytarski. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER LYNCH, SECOND BY COMMISSIONER PRZYTARSKI TO APPROVE CLAIMS IN THE AMOUNT OF \$152.79.

Itasca County Recorder	\$46.00	Minnesota Energy Resources	\$48.67
P.U.C.	\$58.12		

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

Consider approval of a letter of intent submitted by Rebound Hospitality for the Block 20/21 site.

Rebound Hospitality is an investment and management company that develops and owns boutique inns and hotels. Rebound currently has a portfolio of 5 hotels. They have submitted a letter of intent to purchase the Blocks 20/21 Site for \$200,000.00 with a \$1000.00 refundable deposit to be made upon execution of the LOI. In the LOI the buyer will have a six month exclusive right to access and complete its due diligence including a Hotel Market Study which they would like the GREDA to reimburse up to \$6,000.00. The buyer has agreed upon purchase and development, to construct a 6' wide public sidewalk along the north side of 2nd St N adjacent to the premises.

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER CHRISTY TO APPROVE A LETTER OF INTENT SUBMITTED BY REBOUND HOSPITALITY FOR THE BLOCK 20/21 SITE. The following voted in favor thereof: Christy, Przytarski, Lynch, R. Blake, S. Blake. Opposed: None, passed unanimously.

Discuss a request for GREDA administration of an IRRRB grant, approved for a renovation and expansion project at Grand Itasca Clinic & Hospital.

IRRRB had awarded a grant to Grand Itasca Clinic & Hospital in the amount of \$300,000.00 for a renovation and expansion project. However, after their legal counsel reviewed the grant it was determined that the grant would need to be administered by a government unit. The GREDA, if they agreed to, would receive the \$300,000.00 grant and in turn make a forgivable loan to Grand Itasca Clinic & Hospital.

MOTION BY COMMISSIONER LYNCH, SECOND BY COMMISSIONER R. BLAKE TO SUBMIT A GRANT APPLICATION TO IRRRB FOR A RENOVATION AND EXPANSION PROJECT AT GRAND ITASCA CLINIC & HOSPITAL. The following voted in favor thereof: S. Blake, R. Blake, Christy, Przytarski, Lynch. Opposed: None, passed unanimously.

Discuss the City's IRRRB Commercial Redevelopment application for the Sammy's Pizza Expansion project.

The City approved an application to the IRRRB for a demolition grant. The grant has been approved and the property owner is looking to move forward with the demolition of two buildings in order to make room for an expansion on the Sammy's Pizza building. The City Council will most likely turn the grant over to the GREDA to administer.

Updates:

ASV- Their legal team is still reviewing the contract and loan documents there have been some changes but nothing that would require the GREDA to review and approve.

Central School Leasing- The tenants suggested the idea of leasing some of the vacant spaces over the next couple of months to pop up shops. This would be at a reduced rate and only through December. The Commissioners agreed this would be beneficial in creating more foot traffic and also receiving some rent on the vacant spaces.

There being no further business the meeting adjourned at 4:24 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, OCTOBER 12, 2017
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 12, 2017 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: Sholom Blake, Dale Christy, Rick Blake, Mike Przytarski. Absent: Michael Stefan, Cory Jackson, Chris Lynch.

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

- **Approve a lease with Megan Brekke.**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER CHRISTY TO APPROVE THE MINUTES OF THE SEPTEMBER 14, 2017 REGULAR MEETING. The following voted in favor thereof: R. Blake, S. Blake, Christy, Przytarski. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER PRZYTARSKI TO APPROVE CLAIMS IN THE AMOUNT OF \$1,373.44.

City of Grand Rapids	\$763.00	Kennedy & Graven	\$457.84
P.U.C.	\$152.60		

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

Conduct a public hearing regarding a business subsidy agreement consisting of a forgivable loan to Grand Itasca Clinic and Hospital.

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER R. BLAKE TO RECESS THE REGULAR MEETING AND OPEN THE PUBLIC HEARING. The following voted in favor thereof: Przytarski, R. Blake, Christy, S. Blake. Opposed: None, passed unanimously.

Commissioner Jackson joined the meeting at 4:05.

President Blake stated the public hearing held today is for a business subsidy agreement consisting of a forgivable loan to Grand Itasca Clinic and Hospital. Recorder Groom noted all notices required by law had been met.

Community Development Director Mattei provided background on the project. The Minnesota Department of Iron Range Resources and Rehabilitation (IRRR) has previously approved a request from Grand Itasca Foundation for a \$300,000 grant in to support a 13,000 sf renovation and expansion of the Grand Itasca Clinic and Hospital to convert hospital space to clinical space for specialty services including dedicated space for cancer care and a 12 bay infusion center. The total estimated cost of the project is \$4.1M.

IRRR has subsequently decided that they would prefer to provide this funding support through a \$300,000 grant to the Grand Rapids EDA revolving loan fund (Commercial Building Improvement Loan Program). That grant request was submitted by the City and will be acted on by IRRR at their October 26th meeting.

The draft agreement, prepared by GREDA's attorney, as preferred by IRRR, provides the \$300,000 contribution to the Grand Itasca Clinic and Hospital project through a loan from GREDA to Grand Itasca with forgivable terms.

The advancement of these funds by GREDA, as a forgivable loan to Grand Itasca, constitutes a business subsidy under the Business Subsidy Act. The goals of the subsidy are to assist the assist Grand Itasca with their renovation and expansion, to create jobs and maintain the "Improvements" on the property for a minimum period of 5 years.

The creation of a minimum of 4 FTE jobs with estimated annual wage and benefits totaling \$575,000 is required within 2 years of the benefit date", which is the loan closing date. If the job and wage goals are met and the facility is operated for the required minimum 5 years, no payments on the loan will be required.

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER PRZYTARSKI TO CLOSE THE PUBLIC HEARING AND REOPEN THE REGULAR MEETING. The following voted in favor thereof: Jackson, R. Blake, S. Blake, Christy, Przytarski. Opposed: None, passed unanimously.

Community Development Director Mattei noted the agreement did not need to be approved at this time the attorneys are still in the review process.

Approve a Central School lease with Megan Brekke dba Wildland Fabrics.

Ms. Brekke is interested in setting up a pop up shop for the next two months at central school at the discounted rate for the remainder of the year.

MOTION BY COMMISSIONER JACKSON, SECOND BY COMMISSIONER R. BLAKE TO APPROVE A CENTRAL SCHOOL LEASE AGREEMENT WITH MEGAN BREKKE DBA WILDLAND FABRICS. The following voted in favor thereof: Przytarski, Christy, S. Blake, Jackson, R. Blake. Opposed: None, passed unanimously.

Updates:

ASV Parts Distribution Center Project-The agreements have been approved by ASV and the project is moving forward.

SCDP Commercial and Residential Rehabilitation grant-The letters have been mailed to the property owners in the target area and we have already received responses from interested property owners.

There being no further business the meeting adjourned at 4:20 p.m.

Respectfully submitted:

Aurimy Groom, Recorder

**GRAND RAPIDS ECONOMIC DEVELOPMENT AUTHORITY
REGULAR MEETING
THURSDAY, OCTOBER 26, 2017
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 26, 2017 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: Sholom Blake, Dale Christy, Rick Blake, Mike Przytarski, Chris Lynch, Cory Jackson. Absent: Michael Stefan.

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

- **Approve payment to First American Title in the amount of \$40,000.**

APPROVAL OF MINUTES:

MOTION BY COMMISSIONER PRZYTARSKI, SECOND BY COMMISSIONER JACKSON TO APPROVE THE MINUTES OF THE OCTOBER 12, 2017 REGULAR MEETING. The following voted in favor thereof: R. Blake, S. Blake, Christy, Przytarski, Lynch, Jackson. Opposed: None, passed unanimously.

APPROVAL OF CLAIMS:

MOTION BY COMMISSIONER R. BLAKE, SECOND BY COMMISSIONER PRZYTARSKI TO APPROVE CLAIMS IN THE AMOUNT OF \$1,376.35.

Kennedy & Graven	\$1,171.74	P.U.C.	\$204.61
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The following voted in favor thereof: S. Blake, Christy, R. Blake, Przytarski, Jackson, Lynch. Opposed: None, passed unanimously.

Approve payment in the amount of \$40,000.00 to First American Title.

MOTION BY COMMISSIONER CHRISTY, SECOND BY COMMISSIONER JACKSON TO APPROVE PAYMENT IN THE AMOUNT \$40,000.00. The following voted in favor thereof: Christy, Jackson, R. Blake, S. Blake, Lynch, Przytarski. Opposed: None, passed unanimously.

There being no further business the meeting adjourned at 4:03 p.m.

Respectfully submitted:

Aurimy Groom, Recorder



CITY OF GRAND RAPIDS

NOTICE OF MEETING
PLANNING COMMISSION

Minutes - Final - Final Planning Commission

COUNCIL CHAMBERS
CITY HALL - 420 N. Pokegama Ave.
Grand Rapids, MN 55744

Thursday, January 5, 2017

4:00 PM

Council Chambers

Call To Order

Call of Roll

- Present** 4 - Commissioner Julie Fedje-Johnston, Commissioner Charles Burress, Commissioner Susan Lynch, and Commissioner Tasha Connelly
- Absent** 3 - Commissioner Mark Gothard, Chairperson Lester Kachinske, and Commissioner Paula Johnson

Setting of Agenda - This is an opportunity to approve the regular agenda as presented or add/delete an agenda item by a majority vote of the Commissioners present.

Approved As Presented

Approval of Minutes

Approve the minutes of the October 20, 2016, 4:00 pm special meeting.

Approved as Presented by Commission

General Business

Consider a recommendation to the City Council regarding the vacation of 10 ft. of Sixth Street N. right-of-way adjacent to Block 20, Grand Rapids First Division.

Ms. Marla Beaty submitted a valid petition on December 1, 2016 requesting the vacation of public right-of-way. The right-of-way vacation request, if approved, would allow Ms. Beaty's lot to gain an additional 10 ft. of width on the north edge of her property, which she in turn, would sell or deed the south 10 ft. of her property to the neighbor to the south, which currently has two buildings encroaching onto Ms. Beaty's property. The proposed 10 ft. vacation, and land transfer, would allow her lot to maintain the minimum 75 ft. width required for the LB (Limited Business) zoning district of which it is located in, help bring the neighboring property closer to compliance with lot dimension requirements & building setbacks, and additionally, help to provide clear title to both properties in the event of a sale.

The Engineering Department supports the petitioned vacation, contingent on the City retaining utility easement over the entire area to be vacated. This easement would

allow for the maintenance of any public or private utilities (natural gas, telephone, etc.) currently located within the area to be vacated. There were no concerns or objections regarding the portion of right-of-way vacation, as proposed, from the remaining members of the staff review committee which consists of: Public Works Department, Engineering Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission.

Motion by Commissioner Lynch, second by Commissioner Connelly that, based on the findings of fact presented here today, and in the public’s best interest, the Planning Commission does hereby forward to the City Council a recommendation to approve the vacation of public right-of-way described as;

S. 10 ft. of 6th Street N. ADJ to Lot 24, Block 20, Grand Rapids First Division, Itasca County, Minnesota

Contingent on the following stipulation:

- **That a utility easement be retained over the full width of the vacated portion of described right-of-way.**

With the following considerations

- 1. Is the street right-of-way needed for traffic purposes?
No, it does not affect the road.**
- 2. Is the street right-of-way needed for pedestrian purposes?
No, there is a sidewalk to the north.**
- 3. Is the street right-of-way needed for utility purposes?
There will be a utility easement retained over the area.**
- 4. Would vacating the street right-of-way place additional land on the tax rolls?
Yes, a small amount.**
- 5. Would vacating the street right-of-way facilitate economic development in the City?
Yes, it would make the property more saleable.**

**The following voted in favor thereof: Burress, Connelly, Fedje-Johnston, Lynch.
Opposed: None, passed unanimously.**

Public Input

Miscellaneous\Updates

Adjourn

Adjourn



CITY OF GRAND RAPIDS

NOTICE OF MEETING
PLANNING COMMISSION

Minutes - Final - Final Planning Commission

COUNCIL CHAMBERS
CITY HALL - 420 N. Pokegama Ave.
Grand Rapids, MN 55744

Thursday, April 6, 2017

4:00 PM

Council Chambers

Call To Order

Call of Roll

- Present** 5 - Chairperson Lester Kachinske, Commissioner Susan Lynch, Commissioner Paula Johnson, Commissioner Michelle Toven, and Commissioner Sue Zeige
- Absent** 2 - Commissioner Mark Gothard, and Commissioner Charles Burress

Setting of Agenda - This is an opportunity to approve the regular agenda as presented or add/delete an agenda item by a majority vote of the Commissioners present.

Approval of Minutes

Approve the minutes of the March 2, 2017, 4:00 pm regular meeting.

Approved as Presented by Commission

General Business

Consider a recommendation to the City Council regarding amendments to the Zoning Ordinance that would update and amend multiple sections of Chapter 30 *Land Development Regulations*, pertaining to breweries, distilleries, wineries and tasting room/taproom uses.

With two pending brewery/brewpub projects, staff identified an opportunity/need for additional clarification of this "use" within the Permitted Use Table (Section 30-512) within Article VI (Zoning) of Chapter 30 (Land Development of the Municipal Code. On March 2, 2017 the Planning Commission formally initiated the review and amendment process for the addition of the brewpub/brewer taproom use to the Zoning Ordinance. Additionally, the Planning Commission formed a subcommittee of two Commissioners to work with staff on further developing potential amendments to the text of the Zoning Ordinance, to then be presented to the full Planning Commission for review and recommendation to the City Council. The approach taken, in drafting the proposed amendments, was to limit the complexity of the amendments by adding two new defined uses which would be permitted, with some restrictions, in three of the City's commercial zoning districts. The proposed amendments categorize the added uses, within those zoning districts, by the building size of the manufacturing/industrial component of the use (Brewery/Distillery/Winery).

Motion by Lynch, second by Toven that, based on the findings of fact presented here today, and in the public’s best interest, the Planning Commission does hereby forward a favorable recommendation to the City Council regarding draft amendments, which update and amend multiple sections of Chapter 30 Land Development Regulations, as they pertain to brewery/taproom uses, and as depicted in Exhibits “A” – “C”.

With the following considerations:

- 1. Will the change affect the character of neighborhoods?
Why/Why not? No, it will not affect the character of the neighborhoods.
- 2. Would the change foster economic growth in the community?
Why/Why not? Yes, it will foster economic growth.
- 3. Would the proposed change be in keeping with the spirit and intent of the ordinance?
Why/Why not? Yes, it provides clarification and definition.
- 4. Would the change be in the best interest of the general public?
Why/Why not? Yes, it may make Grand Rapids a more attractive for people who are looking to relocate and it will also spruce buildings that are in need of repair.
- 5. Would the change be consistent with the Comprehensive Plan?
Why/Why not? Yes, it is consistent and is good for future clarification and definition.

The following voted in favor thereof: Lynch, Toven, Kachinske, Johnson, Zeige. Opposed: None, passed unanimously.

Consider the election of Planning Commission Officer’s-Chairperson and Vice Chairperson/Secretary.

Commissioner Lynch nominated Commissioner Kachinske for Chair.

Commissioner Johnson nominated Commissioner Gothard for Vice Chair/Secretary.

Motion by Commissioner Lynch, second by Commissioner Johnson to elect Commissioner Kachinske as Chair. The following voted in favor thereof: Zeige, Lynch, Johnson, Toven. Opposed: None, Kachinske abstained.

Motion by Commissioner Johnson, second by Commissioner Lynch to elect Commissioner Gothard as Vice Chair/Secretary. The following voted in favor thereof: Toven, Johnson, Lynch, Zeige, Kachinske. Opposed: None, motion passed unanimously.

Public Input

Miscellaneous\Updates

Adjourn

Adjourn



CITY OF GRAND RAPIDS

NOTICE OF MEETING
PLANNING COMMISSION

Minutes - Final - Final Planning Commission

*COUNCIL CHAMBERS
CITY HALL - 420 N. Pokegama Ave.
Grand Rapids, MN 55744*

Thursday, May 4, 2017

4:00 PM

Council Chambers

Call To Order

Call of Roll

- Present** 5 - Commissioner Mark Gothard, Commissioner Charles Burrell, Commissioner Paula Johnson, Commissioner Michelle Toven, and Commissioner Sue Zeige
- Absent** 2 - Chairperson Lester Kachinske, and Commissioner Susan Lynch

Setting of Agenda - This is an opportunity to approve the regular agenda as presented or add/delete an agenda item by a majority vote of the Commissioners present.

Approved As Presented

Approved As Presented

Approve the minutes of the April 6, 2017, 4:00 pm regular meeting.

Approved as Presented by Commission

General Business

Consider a recommendation to the City Council regarding the vacation of a portion of unnamed platted right-of-way adjacent to Lot 7, Plat of Elm Park.

Mr. and Mrs. Karl Gaalaas submitted a valid petition on February 27, 2017 requesting the vacation of the following described portion of unnamed public right-of-way That part of unnamed public street which lies between Lot 7, Elm Park and Lot 48, Elm Acres, and LYG southwesterly of the southeasterly extension of the SW boundary of Audrey Lane, as dedicated in the Plat of Elm Park, Grand Rapids, according to the recorded plat thereof, Itasca County, Minnesota. The right-of-way vacation request, if approved, would provide the Gaalaas property with more usable yard area, as well as a reduced setback requirement on the north side of the property.

The staff review committee, consisting of the Public Works Department, Engineering Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission has reviewed the vacation request, and as described in the attached email correspondence, supports

the petitioned vacation, contingent on the following items being addressed:

1. *The City retaining the utility easement over the area of right-of-way to be vacated.*
2. *The Public Works Department has requested that the easement be structured to allow for unimpeded access to the storm water infrastructure for maintenance purposes.*

Motion by Burress, second by Johnson that, based on the findings of fact presented here today, and in the public’s best interest, the Planning Commission does hereby forward to the City Council a recommendation to approve the vacation of public right-of-way described as;

That part of unnamed public street which lies between Lot 7, Elm Park and Lot 48, Elm Acres, and LYG southwesterly of the southeasterly extension of the SW boundary of Audrey Lane, as dedicated in the Plat of Elm Park, Grand Rapids, according to the recorded plat thereof, Itasca County, Minnesota.

Contingent on the following stipulations:

- **The City retaining the utility easement over the area of right-of-way to be vacated.**
- **The Public Works Department has requested that the easement be structured to allow for unimpeded access to the storm water infrastructure for maintenance purposes.**

With the following considerations:

1. **Is the street right-of-way needed for traffic purposes?**
The right-of-way is not and has not been needed for traffic purposes.
2. **Is the street right-of-way needed for pedestrian purposes?**
The right-of-way is not needed for pedestrian purposes. There, to date, has not been a need to develop an access to the lake in this area. Additionally, there is a public access in the SE corner of the lake.
3. **Is the street right-of-way needed for utility purposes?**
The right-of-way is needed for utility purposes, as determined by the staff review committee, thus a utility easement will be retained over the area to be vacated.
4. **Would vacating the street right-of-way place additional land on the tax rolls?**
Vacating the right-of-way will put additional land on the tax rolls.
5. **Would vacating the street right-of-way facilitate economic development in the City?**
Vacating the right-of-way would facilitate economic development in the City, if the adjacent home is added on to.

The following voted in favor thereof: Gothard, Toven, Burress, Zeige, Johnson. Opposed: None, passed unanimously.

Consider a recommendation to the City Council regarding the vacation of a portion of platted alley right-of-way within the plat of Kearney’s 1st Addition to Grand Rapids.

Dr. Larry Schlauderaff submitted a valid petition, co-signed by the Community Presbyterian Church, on April 4, 2017 requesting the vacation of the following described public right-of-way: The unvacated portion of the west/east alley LYG south of and ADJ to Lot 13, Block 36, Kearney's 1st Add. to Grand Rapids, Itasca County, Minnesota.

As stated within the attached Public Vacation Application, the alley, requested for vacation, serves primarily as the driveway to the Schlauderaff residence, and dead-ends at the east end of the property. Prior to the 2009 parking lot improvements and building addition at the Community Presbyterian Church, the alley served as a driveway for both the Schlauderaff residence, and the assistant Pastor's residence, which was located on the south side of the alley, and was removed for the church site improvements.

There were no concerns or objections regarding the petitioned right-of-way vacation from the remaining members of the staff review committee which consists of the Public Works Department, Engineering Department, Community Development Department, Fire Department, Police Department, and the Grand Rapids Public Utilities Commission.

**Motion by Burress, second by Johnson that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby forward to the City Council a recommendation to approve the vacation of public right-of-way described as:
The unvacated portion of the west/east alley LYG south of and ADJ to Lot 13, Block 36, Kearney's 1st Add. to Grand Rapids, Itasca County, Minnesota.**

Contingent on the following stipulation(s):

- **The City retaining an access easement over the entire area to be vacated.**

With the following considerations:

1. Is the street right-of-way needed for traffic purposes?

The alley right-of-way is not needed for traffic purposes, as it is only being use as a private driveway.

2. Is the street right-of-way needed for pedestrian purposes?

The alley right-of-way is not needed for pedestrian purposes, as the alley terminates at the end of private property.

3. Is the street right-of-way needed for utility purposes?

The alley right-of-way is not needed for utility purposes, just access to existing utilities in the vacated N/S alley in the center of the block, thus an access easement shall be retained over the portion of vacated alley.

4. Would vacating the street right-of-way place additional land on the tax rolls?

Vacating the alley right-of-way will put a minimal amount land on the tax rolls

5. Would vacating the street right-of-way facilitate economic development in the City?

Vacating alley right-of-way could potentially facilitate additional economic development on the property.

The following voted in favor thereof: Johnson, Zeige, Burress, Toven, Gothard.
Opposed: None, passed unanimously.

Public Input

Miscellaneous\Updates

Adjourn

Adjourn



CITY OF GRAND RAPIDS

NOTICE OF MEETING
PLANNING COMMISSION

Minutes - Final - Final Planning Commission

*COUNCIL CHAMBERS
CITY HALL - 420 N. Pokegama Ave.
Grand Rapids, MN 55744*

Thursday, June 1, 2017

4:00 PM

Council Chambers

Call To Order

Call of Roll

- Present** 4 - Commissioner Charles Burress, Chairperson Lester Kachinske, Commissioner Michelle Toven, and Commissioner Sue Zeige
- Absent** 3 - Commissioner Mark Gothard, Commissioner Susan Lynch, and Commissioner Paula Johnson

Setting of Agenda - This is an opportunity to approve the regular agenda as presented or add/delete an agenda item by a majority vote of the Commissioners present.

Approved As Presented

Approval of Minutes

Approve the minutes of the May 4, 2017, 4:00 pm regular meeting.

Approved as Presented by Commission

General Business

Consider a recommendation to the City Council regarding the vacation of 15 ft. of Seventh Street East right-of-way adjacent to Block 1, Grand Rapids Third Division.

Ms. Patricia Potasnak submitted a valid petition on April 26, 2017 requesting the vacation of the following described portion of public right-of-way (and outlined in the attached map):

S 15' of 7th Street East R-O-W ADJ to Lots 1,4,5,8, & 9, Block 1, Third Div. of Grand Rapids, Itasca County, Minnesota

The right-of-way vacation request, if approved, would allow Ms. Potasnak's lot to gain an additional 15 ft. of width on the north edge of her property. The addition to the property, would allow the owner to add a section of fence in the newly acquired yard area.

There were no concerns or objections expressed, regarding the petitioned partial right-of-way vacation, from the staff review committee which consists of: Public Works Department, Engineering Department, Community Development Department, Fire

Department, Police Department, and the Grand Rapids Public Utilities Commission.

Motion by Commissioner Burress, second by Commissioner Zeige that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby forward to the City Council a recommendation to approve the vacation of a portion of public right-of-way described as;

S 15' of 7th East Street R-O-W ADJ to Lots 1,4,5,8, & 9, Block 1, Third Div. of Grand Rapids, Itasca County, Minnesota

With the following considerations:

1. Is the right-of-way needed for traffic purposes?

Why/Why not? No, it is not needed for traffic purposes.

2. Is the right-of-way needed for pedestrian purposes?

Why/Why not? No, there is still plenty of room for a sidewalk.

3. Is the right-of-way needed for utility purposes?

Why/Why not? No, staff review committee indicated it is not needed for utility purposes.

4. Would vacating the right-of-way place additional land on the tax rolls?

Why/Why not? Yes, it would place an additional 15 feet on the tax rolls.

5. Would vacating the right-of-way facilitate economic development in the City?

Why/Why not? Yes, buying materials for the fence and deck would increase the value of the home.

The following voted in favor thereof:Toven, Burress, Kachinske, Zeige.

Opposed: None, passed unanimously.

Public Input

Miscellaneous\Updates

Adjourn

There being no further business the meeting adjourned at 4:18 p.m.



CITY OF GRAND RAPIDS

NOTICE OF MEETING
PLANNING COMMISSION

Minutes - Final - Final Planning Commission

COUNCIL CHAMBERS
CITY HALL - 420 N. Pokegama Ave.
Grand Rapids, MN 55744

Thursday, August 3, 2017

4:00 PM

Council Chambers

Call To Order

Call of Roll

- Present** 5 - Commissioner Mark Gothard, Chairperson Lester Kachinske, Commissioner Susan Lynch, Commissioner Michelle Toven, and Commissioner Sue Zeige
- Absent** 2 - Commissioner Charles Burress, and Commissioner Paula Johnson

Setting of Agenda - This is an opportunity to approve the regular agenda as presented or add/delete an agenda item by a majority vote of the Commissioners present.

Approved As Presented

Approval of Minutes

Approve the minutes of the July 11, 2017, 4:00 pm regular meeting.

Approved as Presented by Commission

General Business

Consider a recommendation to the City Council regarding the rezoning of 5.75 acres of land from SR-1 (Shoreland One-family Residential) to SPU (Shoreland Public Use).

MN Power has filed a petition, for a Zoning Map Amendment, with the City on July 11, 2017. The petition for rezoning requests the City's consideration of a Zoning Map amendment to the following described parcel from its current SR-1 (Shoreland One-family Residential) designation to that of a SPU (Shoreland Public Use).

As the substation has been removed from the property, MN Power no longer has a need for this property. The Zoning Map Amendment, if approved, would allow, potentially for limited recreation opportunities on the property (a snowmobile trail currently crosses a corner of the property), and possibly the sale of the property in the future. The previous use of the property, adjacency to the river, as well as the rail crossing - for access, limits future use of this property.

Motion by Commissioner Lynch, second by Commissioner Toven that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby forward to the City Council a

recommendation to approve the Zoning Map Amendment, as petitioned by MN Power, described within the Staff Report and as shown in the maps presented here today, from SR-1 (Shoreland One-Family Residential) to SPU (Shoreland Public Use);

With the following considerations:

1. Will the change affect the character of neighborhoods?

Why/Why not? No, it fits in with the trail system and with the setbacks it would be difficult to develop single family homes.

2. Would the change foster economic growth in the community?

Why/Why not? It could depending on how it is developed.

3. Would the proposed change be in keeping with the spirit and intent of the ordinance?

Why/Why not? Yes, it is the same as the adjacent properties.

4. Would the change be in the best interest of the general public?

Why/Why not? Yes, the potential development would be in the best interest of the general public.

5. Would the change be consistent with the Comprehensive Plan?

Why/Why not? Yes, preserving green space fits in with the Comprehensive Plan.

The following voted in favor thereof: Gothard, Toven, Kachinske, Zeige, Lynch. Opposed: None, passed unanimously.

Consider a recommendation to the City Council regarding amendments to Division 13 *Shoreland Management* of the Zoning Ordinance that would decrease lot size requirements of General Development lakes.

On July 13, 2017, Mike Kellin, submitted a petition requesting a text amendment to the Zoning Ordinance that would decrease the current lot size requirements on General Development lakes (Pokegama Lake) for Shoreland Rural Residential zoned lots, which would be more consistent with lot size requirements established and used by the State of Minnesota and Itasca County.

As stated within his application, Mr. Kellin would like to subdivide a 12.9 acre parcel into 8 Shoreland Rural Residential lots (3-with direct lake shore frontage (riparian), 5-without lake shore frontage (non-riparian)) and 1 controlled access lot shared by members of the proposed subdivision. Generally, in a draft sketch of the subdivision, the residential lots are desired to be a minimum of 1.25 acres in gross area, and have a minimum width of at least 150 ft.

In addition to a reduction in the minimum lot size requirements, Mr. Kellin, in his draft subdivision, has proposed a "controlled access lot" for members of the subdivision, that is less than the required minimum width. Generally, a Controlled Access Lot can be described as: A riparian lot that meets or exceeds the lot dimensions of a conforming riparian lot for the classification of the abutting public waters, does not have a residential dwelling or other buildings, and is owned and intended for controlled access to abutting public waters for the owners of lots in contiguous non-riparian tiers.

**Attached is Section 30-803(c)4 of the Grand Rapids Municipal Code, outlines the*

requirements of controlled access lots on public waters. – these are generally, standard requirements in MN.

After discussion with DNR Staff, staff has proposed addressing the reduced size of the controlled access lot size requirements on General Development Lakes, through the use of a footnote, in Section 30-512 Table 17 C-1, allowing for a minimum width of 100 ft. and a minimum gross area of not less than 20,000 sq. ft., of which both reduced requirements would meet the State of Minnesota minimum standards for a General Development Lake.

Additionally, if the Planning Commission would like to move ahead with a recommendation to the City Council amending the Rural Residential lot size requirements, on general development lakes, staff would recommend, for consistency, that the Planning Commission consider a recommendation to amend the non-shoreland Rural Residential lot size requirements as outlined in Section 30-512 Table 2A.

Motion by Zeige, second by Lynch that, based on the findings of fact presented here today, and in the public’s best interest, the Planning Commission does hereby forward a favorable recommendation to the City Council regarding the draft text amendment reducing the minimum lot size requirements (gross area and minimum width) for properties on General Development Lakes: Section 30-512 Table 17 C-1 Minimum Lot Size Standards – Shoreland Districts, and additionally, reducing the minimum lot size requirements (gross area and minimum width) for properties with in the Rural Residential zoning district: Section 30-512 Table 2-A District Development Regulations- Principal Structures.

With the following considerations:

- 1. Will the change affect the character of neighborhoods?
Why/Why not? Yes, it will be developed in an orderly way.**
- 2. Would the change foster economic growth in the community?
Why/Why not? Yes, the new housing will foster economic growth.**
- 3. Would the proposed change be in keeping with the spirit and intent of the ordinance?
Why/Why not? Yes, the change won’t be that dramatic and it will now be uniform with what the County has.**
- 4. Would the change be in the best interest of the general public?
Why/Why not? Yes, it will allow for more housing in the area which would be a benefit to the general public.**
- 5. Would the change be consistent with the Comprehensive Plan?
Why/Why not? Yes, it would provide for diverse housing opportunities while still protecting the environment.**

The following voted in favor thereof: Lynch, Zeige, Kachinske, Toven, Gothard. Opposed: None, passed unanimously.

Public Input

Miscellaneous\Updates

Adjourn

Adjourn



CITY OF GRAND RAPIDS

NOTICE OF MEETING
PLANNING COMMISSION

Minutes - Final - Final Planning Commission

COUNCIL CHAMBERS
CITY HALL - 420 N. Pokegama Ave.
Grand Rapids, MN 55744

Thursday, September 7, 2017

4:00 PM

Council Chambers

Call To Order

Call of Roll

- Present** 4 - Commissioner Charles Burress, Chairperson Lester Kachinske, Commissioner Michelle Toven, and Commissioner Sue Zeige
- Absent** 3 - Commissioner Mark Gothard, Commissioner Susan Lynch, and Commissioner Paula Johnson

Setting of Agenda - This is an opportunity to approve the regular agenda as presented or add/delete an agenda item by a majority vote of the Commissioners present.

Approved As Presented

Approval of Minutes

Approve the minutes of the August 3, 2017, 4:00 pm regular meeting.

Approved as Presented by Commission

Public Hearings

Mr. Larson has applied for two variances, which if granted, would allow for a driveway expansion project located at: 524 NE 8th Avenue. Mr. Larson has requested the Planning Commission's consideration of two variances from Section 30-597(c) of the Municipal Code, which lists driveway and surface parking standards (for single and two-family residential uses), and establishes maximum widths of 24 ft. at the property line, and 36 ft. within the lot respectively.

The requested variances, if approved, would allow for an expansion of the existing driveway providing access to a proposed detached garage on the eastern half of the subject property, having access off of 6th Street NE. As proposed, the driveway enlargement would increase the width at the property line to 40 ft. (16 ft. above the maximum permitted width), and would increase the driveway width to 56 ft. within the interior of the lot (20 ft. above the maximum permitted width).

Conduct a Public Hearing to consider a variance petition submitted by Kenneth Larson.

Motion by Commissioner Burress, second by Commissioner Toven to open the public hearing. The following voted in favor thereof: Toven, Burress, Kachinske, Zeige. Opposed: None, motion passed unanimously.

Mr. Kenneth Larson, 524 NE 8th Avenue, Grand Rapids is the property owner and he explained his reasoning for the variance request.

Motion by Commissioner Zeige, second by Commissioner Burress to close the public hearing. The following voted in favor thereof: Zeige, Kachinske, Burress, Toven. Opposed: None, motion passed unanimously.

Motion by Zeige, second by Toven that, based on the findings of fact presented here today, and in the public’s best interest, the Planning Commission does hereby grant the following variances to Mr. Larson, for the property legally described as: Lots 23-24, Block 6, Grand Rapids Third Division, Itasca County, Minnesota, Itasca County, Minnesota;

- to allow a one-time waiver of the requirements of Section 30-597(c) of the Municipal Code, allowing for the expansion of an existing driveway providing access to a proposed detached garage on the eastern half of the subject property, which as proposed, would increase the driveway width at the property line to 40 ft. (16 ft. in excess of the maximum permitted width), and would increase the driveway width to 56 ft. within the interior of the lot (20 ft. in excess of the maximum permitted width), as depicted in the variance application submitted by Mr. Kenneth Larson.

With the following considerations:

1. Is this an “Area” variance rather than a “Use” variance?
This is an Area variance.
2. Does the proposal put property to use in a reasonable manner?
Yes, the proposed plan will secure off street parking and is also aesthetically pleasing.
3. Is the owner’s plight due to circumstances which are unique to the property and which are not self-created by the owner?
Yes, due to the placement of the utilities and an unusually large right of way.
4. Is the variance in harmony with the purposes and intent of the ordinance?
Yes, the driveway will still be 21 feet at the curb.
5. Will the variance, if granted, alter the essential character of the locality?
It will be good for the locality by allowing vehicles and recreation vehicles to be parked inside.
6. Is the variance consistent with the comprehensive plan?
Yes, it is.

The following voted in favor thereof: Toven, Burress, Kachinske, Zeige. Opposed: None, motion passed unanimously.

General Business

Consider a recommendation to the City Council regarding the vacation of certain public easements located within the City of Grand Rapids.

As part of a City street lighting installation project, in the area of Burggraf's Ace Hardware, several public easements were identified as unneeded, as well as two easements needed to be acquired. The proposed vacations are summarized below:

As part of a City street lighting installation project, in the area of Burggraf's Ace Hardware, several public easements were identified as unneeded, as well as two easements needed to be acquired.

The attached memo, from City Engineer, Matt Wegwerth, identifies three recommended easement vacations, as well as easements to be both obtained, and retained by the city. The proposed vacations are summarized below:

- *The N 10 ft. of the S 90 ft. of Lots 1, 4, 5, 8, 9, 12, 13, and 16, in Block 9, Grand Rapids Third Division, Itasca County, Minnesota - (Doc. Listed in Recorders # A000233811).*
 - o *Utility Easement acquired by Village of Grand Rapids in 1962. (easement is located within parking lot area and the footprint of commercial building and is not needed)*
- *The W 20 ft. of Lot 19, Block 6, Huhn's Addition to Grand Rapids, Itasca County, Minnesota - (Doc. Listed in Recorders # A000238096).*
 - o *Right-of-way easement granted for utilities to the Village of Grand Rapids in 1963. (easement is located within the footprint of commercial building and not needed)*
- *The W 10 ft. of Lot 17, Block 6, Huhn's Addition to Grand Rapids, Itasca County, Minnesota - (Doc. Listed in Recorders # A000363989).*
 - o *Electric Line easement acquired by the City in 1984. (electric line was never installed)*

There were no concerns or objections regarding the easement vacations, as proposed, from the staff review committee which consists of the Public Works Department, Engineering Department, Community Development Department, and the Grand Rapids Public Utilities Commission.

Pursuant to Minnesota Statute 412.851, the City Council initiated the process to review and consider these easement vacations at their August 14, 2017 meeting.

Motion by Toven, second by Burress that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby forward to the City Council a recommendation to approve the vacation of public easements legally described above, and identified within Exhibit 1A.

With the following considerations:

- 1. Is the easement needed for traffic purposes?
Why/Why not? No, it is not needed for traffic purposes.**
- 2. Is the easement needed for pedestrian purposes?
Why/Why not? No, there is a building that has already been built.**

3. Is the easement needed for utility purposes?

Why/Why not? No, the staff review committee said it is not needed for utility purposes.

4. Would vacating the easement place additional land on the tax rolls?

Why/Why not? Yes, a small portion.

5. Would vacating the easement facilitate economic development in the City?

Why/Why not? Yes, the economic development has already taken place.

The following voted in favor thereof: Zeige, Kachinske, Burress, Toven.

Opposed: None, motion passed unanimously.

Public Input

Miscellaneous\Updates

Adjourn

Adjourn



CITY OF GRAND RAPIDS

NOTICE OF MEETING
PLANNING COMMISSION

Minutes - Final - Final Planning Commission

*COUNCIL CHAMBERS
CITY HALL - 420 N. Pokegama Ave.
Grand Rapids, MN 55744*

Thursday, October 5, 2017

4:00 PM

Council Chambers

Call To Order

Call of Roll

- Present** 4 - Commissioner Charles Burress, Chairperson Lester Kachinske, Commissioner Susan Lynch, and Commissioner Sue Zeige
- Absent** 3 - Commissioner Mark Gothard, Commissioner Paula Johnson, and Commissioner Michelle Toven

Setting of Agenda - This is an opportunity to approve the regular agenda as presented or add/delete an agenda item by a majority vote of the Commissioners present.

Motion by Commissioner Lynch, second by Commissioner Burress to approve the agenda as presented. The following voted in favor thereof: Burress, Kachinske, Zeige, Lynch. Opposed: None, passed unanimously.

Approval of Minutes

Approve the minutes of the September 7, 2017, 4:00 pm regular meeting.

Motion by Commissioner Lynch, second by Commissioner Burress to approve the minutes of the September 7, 2017 regular meeting as presented. The following voted in favor thereof: Burress, Kachinske, Zeige, Lynch. Opposed: None, passed unanimously.

Public Hearings

Conduct a public hearing to consider the preliminary plat of Pokegama Pines.

A preliminary plat entitled Pokegama Pines was submitted by Mike Kellin and filed with the City on September 11, 2017. The property included within the preliminary plat is 12.3 acres in area, including proposed right-of-way, and its location can generally be described as Part of Government Lot 1, Section 30, Township 55, adjacent to the NW edge of the Grace Bible Church property, and lying south of County Road 76. A complete legal description of the subject property is included with the preliminary plat documents.

The Comprehensive Plan's general vision for land use in the area of this proposed subdivision is that of Rural Residential, which is consistent with the proposed use, and with surrounding properties.

A preliminary plat entitled *Pokegama Pines* was submitted by Mike Kellin and filed with the City on September 11, 2017. The property included within the preliminary plat is 12.3 acres in area, including proposed right-of-way, and its location can generally be described as Part of Government Lot 1, Section 30, Township 55, adjacent to the NW edge of the Grace Bible Church property, and lying south of County Road 76. A complete legal description of the subject property is included with the preliminary plat documents.

The plat petitioner has indicated that the nine proposed lots will be developed as follows:

- Lots 1-3, Block 1 are intended to be developed as single family residential lots, retaining the existing SRR (Shoreland Rural Residential) zoning designation.
- Lots 1, 3 & 4, Block 2 are intended to be developed as single family residential lots, retaining the existing SRR (Shoreland Rural Residential) zoning designation.
- Lot 2, Block 2 is intended to function at the "common access lot" to *Pokegama Lake* for residents of the subdivision, the use of which is spelled out in the Declaration of Covenants and Restrictions, which will be recorded with the Final Plat.
- Lots 1 & 2, Block 3 are intended to be developed as single family residential lots, retaining the existing SRR (Shoreland Rural Residential) zoning designation.

The plat area is undeveloped and was previously owned by UPM Blandin Paper Company, and functioned as a demonstration/test forest.

The Comprehensive Plan's general vision for land use in the area of this proposed subdivision is that of Rural Residential, which is consistent with the proposed use, and with surrounding properties.

The staff review committee, consisting of the City Engineer, Public Works Director, Fire Chief, Grand Rapids PUC, Parks and Recreation Director, and Community Development Department, has reviewed the preliminary plat for technical standards and found that it substantially complies with the City's subdivision requirements. However, there are a few comments identified by the review committee that should be addressed. Those items are as follows: (various items have already been addressed on the preliminary plat, prior to the Public Hearing)

- The East/West portion, of what is labeled 28th Avenue, should be labeled 8th Street SW.
- Kim Gibeau, City Clerk, should be listed as a signee of the plat on behalf of the City of Grand Rapids (in place of Rob Mattei).
- The Subdivision Agreement, to be considered at the final plat approval, shall incorporate a parkland dedication fee, in lieu of dedication of land and in accordance with Section 30-266.

Additionally, the preliminary plat was circulated to the County Highway Engineer, as the plat is accessed off of County Road 76, and to the MN DNR's Area Hydrologist, as required by MN Shoreland Rules.

Motion by Commissioner Burress, second by Commissioner Lynch to open the public hearing. The following voted in favor thereof: Burress, Kachinske, Zeige, Lynch. Opposed: None, passed unanimously.

Maxine Moe, 750 Unser Road is a neighboring property owner and is concerned about the flower bed and trees she has planted that are not on her property.

Motion by Commissioner Lynch, second by Commissioner Zeige to close the public hearing. The following voted in favor thereof: Lynch, Zeige, Kachinske, Burress. Opposed: None, passed unanimously.

Motion by Commissioner Lynch, second by Commissioner Burress that, based on the findings of fact presented here today, and in the public’s best interest, the Planning Commission does hereby forward to the City Council a recommendation to approve the preliminary plat of Pokegama Pines; (Contingent upon the applicant making the following corrections/clarifications):

- The East/West portion, of what is labeled 28th Avenue, should be labeled 8th Street SW.
- The Subdivision Agreement, to be considered at the final plat approval, shall incorporate a parkland dedication fee, in lieu of dedication of land and in accordance with Section 30-266.

With the following considerations:

1. Has there been a change in the development policies of the community?
No, there have not been any changes to the development policies.
2. Was there a mistake in the original zoning ordinance?
No, there hasn't been a mistake in the zoning ordinance.
3. Is the Zoning Ordinance up to date?
Yes, the ordinance is up to date.
4. Is the proposed subdivision compatible with adjacent land uses?
Yes, it is a residential development and the area is zoned RR.
5. Will the proposed subdivision cause undue traffic congestion?
No, it will increase traffic but not cause any undue congestion.
6. Will the proposed subdivision affect public utilities?
Yes, they will need to extend electrical to those new lots.
7. Will the proposed subdivision be detrimental to public health, morals, or general welfare?
No, it will not.
8. Will the proposed subdivision impede orderly development of other property in the area?
No, it will not.
9. Will the proposed subdivision cause a decrease in value of adjacent property?
No, it will not.
10. Will the proposed subdivision increase tax revenues?
Yes, with new development it will increase tax revenues.
11. Will the proposed subdivision impose an excessive burden on parks and other public facilities?

No, it will not the park and recreation department will be accepting a fee rather than dedication of land.

12. Is the proposed subdivision consistent with the Comprehensive Plan?
Yes, it falls in with the orderly development.

The following voted in favor thereof: Burress, Kachinske, Zeige, Lynch.
Opposed: None, passed unanimously.

Public Input

Miscellaneous\Updates

Adjourn

Motion by Commissioner Lynch, second by Commissioner Burress to adjourn the meeting at 4:26 p.m. The following voted in favor thereof: Lynch, Zeige, Kachinske, Burress. Opposed: None, passed unanimously.



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

CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0913 **Version:** 1 **Name:** Dept Head Report
Type: Agenda Item **Status:** Department Head Report
File created: 12/6/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Civic Center, Parks & Recreation - Dale Anderson
Sponsors:
Indexes:
Code sections:
Attachments: [Depart Head Report - D. Anderson.pdf](#)

Date	Ver.	Action By	Action	Result
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Civic Center, Parks & Recreation - Dale Anderson



s & Recreation / Civic Center

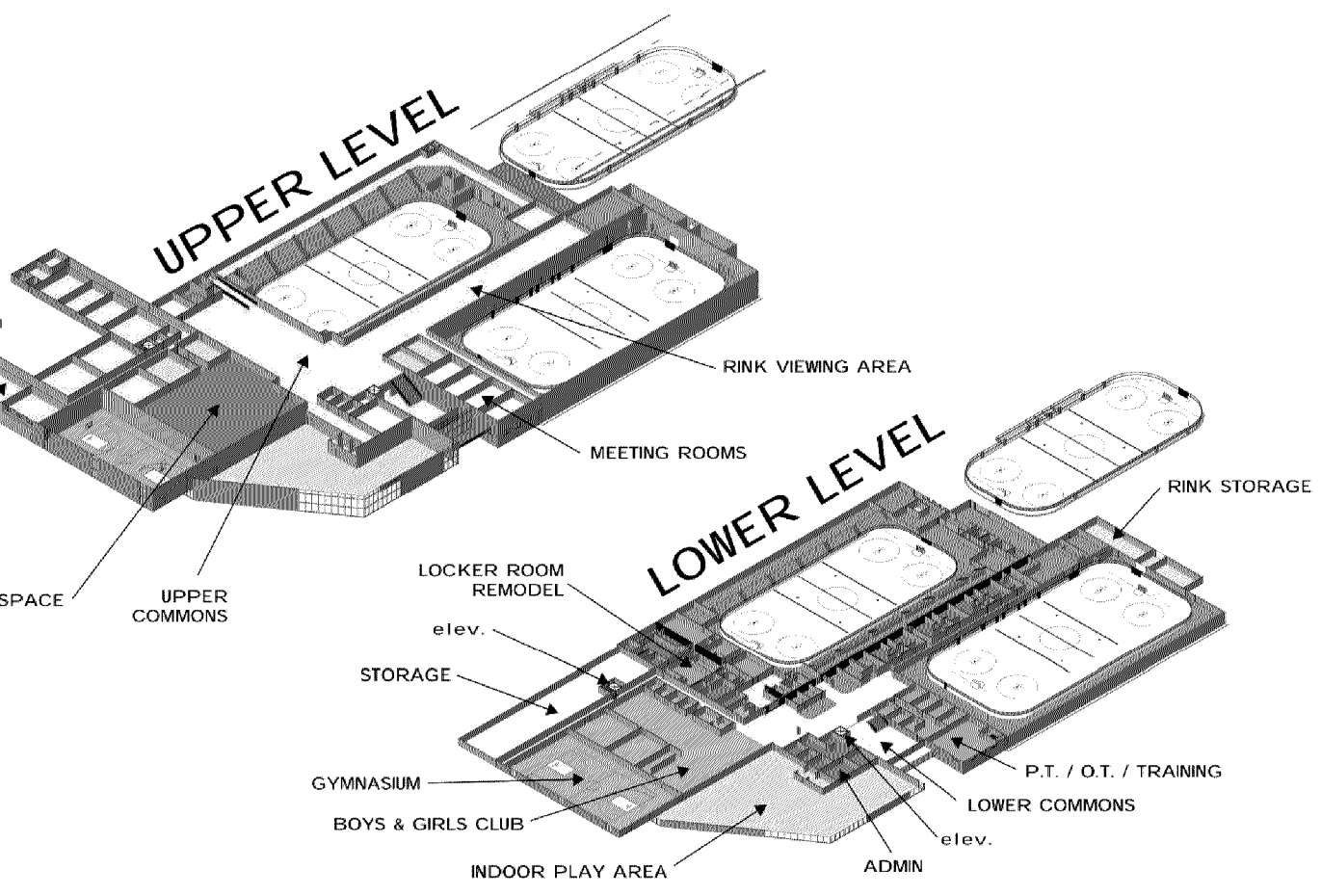
Department Head Report

December, 2017

GRAND RAPIDS

IT'S IN MINNESOTA'S NATURE

Kid's Campus at the IRA Civic Center



Boy Scouts and Mobility Mania team up to build and gift picnic tables



Roof Truss Repaired at the Civic Center



- Thanks to PUC for their assistance and use of their bucket truck
- Staff has developed a snow removal plan for the roof this winter

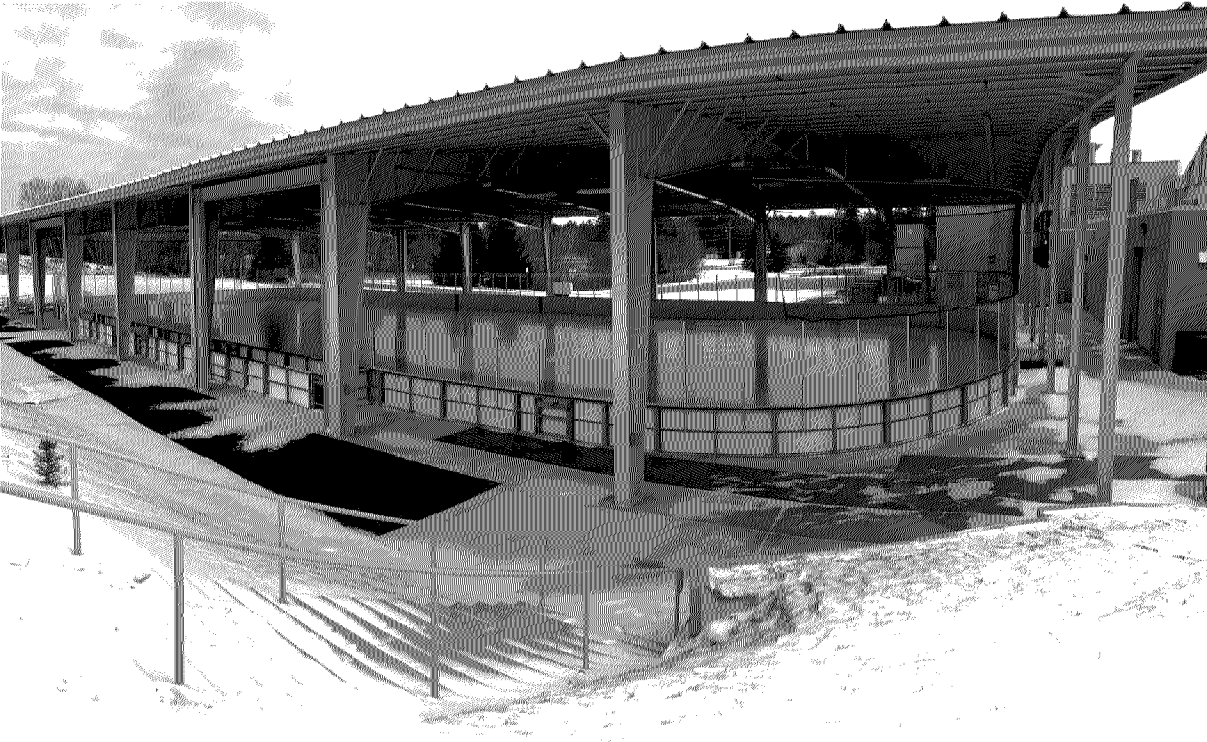
Recreation Programs

2015	2016	2017
37	47	33
138	139	120
23	16	25
56	81	88
50	56	65
195	190	151
111	81	94
53	65	79
692	675	655



We are in the transition of running our program registrations through ISD 318's Community Education Department

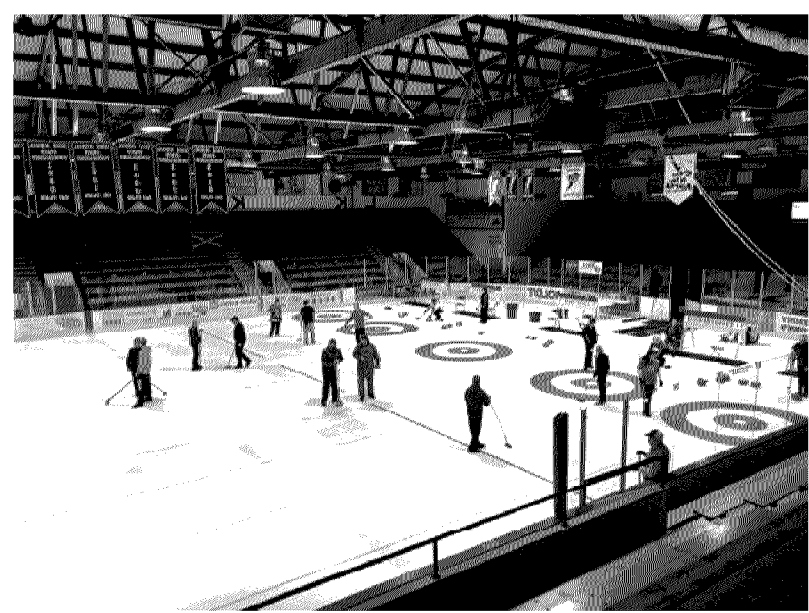
Miner's Pavilion began hosting youth games last weekend



Providing more and better ice times for the kids in our program
allowing us to host 11 youth hockey tournaments this winter

Thousand Lakes Bonspiel September 8 – 10, 2017

Participants volunteered to install
over the hockey rink



Participants
(from out of area)



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0911 **Version:** 1 **Name:** Awarding 2017B Refunding Bonds
Type: Agenda Item **Status:** Finance
File created: 12/6/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Consider adopting a resolution awarding the sale of General Obligation Refunding Bonds, Series 2017B.

Sponsors:

Indexes:

Code sections:

Attachments: [Grand Rapids GO Ref 2017B Award Resolution - 512348v1.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider adopting a resolution awarding the sale of General Obligation Refunding Bonds, Series 2017B.

Background Information:

The bid opening for the sale of \$3,045,000 General Obligation Refunding Bonds will occur on Monday, December 11, 2017 in the office of Ehlers & Associates, Inc. in Roseville MN.

Representatives of the City and Ehlers will review the results of the competitive bidding for the sale of the bonds. A recommendation will be brought to the City Council for their consideration at 5:00 p.m.

Rebecca Kurtz, Vice President at Ehlers, will be at the City Council meeting to present the results of the bid opening.

Staff Recommendation:

Staff recommends making a motion to adopt a resolution awarding the sale of \$3,045,000 General Obligation Refunding Bonds, Series 2017B, fixing their form and specifications, directing their execution and delivery and providing for their payment.

Requested City Council Action

Make a motion to adopt a resolution awarding the sale of \$3,045,000 General Obligation Refunding Bonds, Series 2017B, fixing their form and specifications, directing their execution and delivery and providing for their payment.



EHLERS
LEADERS IN PUBLIC FINANCE

December 11, 2017

Sale Day Report for

City of Grand Rapids, Minnesota
\$2,920,000 General Obligation Refunding Bonds,
Series 2017B



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

Prepared by:

Rebecca Kurtz, CIPMA
Senior Municipal Advisor

Todd Hagen, CIPMA
Senior Municipal Advisor

and

Nick Anhut, CIPMA
Senior Municipal Advisor



Sale Day Report – December 11, 2017

City of Grand Rapids, Minnesota

\$2,920,000 General Obligation Refunding Bonds, Series 2017B

Purpose: For the purpose of effecting a current refunding of the 2006C, 2007A, 2008A, 2008B, and 2008C general obligations of the City

Rating: **Rating:** S&P Global Ratings "AA-"

Number of Bids: 4

Low Bidder: Northland Securities, Inc., Minneapolis, Minnesota

Comparison from Lowest to Highest Bid: (TIC as bid)	Low Bid	High Bid	Interest Difference
	2.2950%	2.3965%	\$14,205.68

Summary of Results:	Results of Sale
Principal Amount*:	\$2,920,000
Underwriter's Discount:	\$11,534
Reoffering Premium:	\$93,286
True Interest Cost:	2.3029%
Costs of Issuance:	\$48,584
Yield:	1.50%-3.00%
Future Value Savings:	\$242,764
Present Value Savings:	\$215,277
Savings Percentage:	6.670%
Total Net P&I	\$3,326,046

Notes: Due to a premium bid and a lower cost of issuance, the Bond size was reduced from \$3,045,000.

Closing Date: December 28, 2017

City Council Action: Adopt a resolution awarding the sale of \$2,920,000 General Obligation Refunding Bonds, Series 2017B.

- Attachments:**
- Bid Tabulation
 - Sources and Uses of Funds
 - Updated Debt Service Schedules
 - Refunding Savings Analysis
 - Rating Report
 - Bond Resolution (Distributed in City Council Packets)





BID TABULATION

\$3,045,000* General Obligation Refunding Bonds, Series 2017B

City of Grand Rapids, Minnesota

SALE: December 11, 2017

AWARD: NORTHLAND SECURITIES, INC.

Rating: S&P Global Ratings "AA-"

BBI: 3.29%
Bank Qualified

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
NORTHLAND SECURITIES, INC. Minneapolis, Minnesota	2019	3.000%	1.500%	\$3,129,696.00	\$334,831.12	2.2950%
	2020	3.000%	1.630%			
United Bankers' Bank	2021	3.000%	1.720%			
D.A. Davidson	2022	3.000%	1.830%			
Hilliard Lyons	2023	3.000%	1.940%			
	2024	3.000%	2.050%			
	2025 ¹	2.300%	2.300%			
	2026 ¹	2.300%	2.300%			
	2027 ¹	2.300%	2.300%			
	2028 ²	3.000%	2.600%			
	2029 ²	3.000%	2.600%			
	2030 ²	3.000%	2.600%			
	2031 ³	3.000%	3.000%			
	2032 ³	3.000%	3.000%			
	2033 ³	3.000%	3.000%			
	2034 ³	3.000%	3.000%			

* Subsequent to bid opening the issue size was decreased to \$2,920,000.

Adjusted Price - \$3,001,752.49

Adjusted Net Interest Cost - \$327,462.30

Adjusted TIC - 2.3029%

¹ \$125,000 Term Bond due 2027 with mandatory redemption in 2025-2026.

² \$150,000 Term Bond due 2030 with mandatory redemption in 2028-2029.

³ \$230,000 Term Bond due 2034 with mandatory redemption in 2031-2033.

NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
PIPER JAFFRAY Minneapolis, Minnesota	2019	3.000%		\$3,136,324.20	\$335,849.55	2.2973%
	2020	3.000%				
	2021	3.000%				
	2022	3.000%				
	2023	3.000%				
	2024	3.000%				
	2025	3.000%				
	2026	3.000%				
	2027	3.000%				
	2028	3.000%				
	2029	3.000%				
	2030	3.000%				
	2031	3.000%				
	2032	3.000%				
	2033	3.000%				
	2034	3.000%				
BAIRD Milwaukee, Wisconsin	2019	3.000%		\$3,136,270.95	\$335,902.80	2.2977%
	2020	3.000%				
	2021	3.000%				
	2022	3.000%				
	2023	3.000%				
	2024	3.000%				
	2025	3.000%				
	2026	3.000%				
	2027	3.000%				
	2028	3.000%				
	2029	3.000%				
	2030	3.000%				
	2031	3.000%				
	2032	3.000%				
	2033	3.000%				
	2034	3.000%				



NAME OF BIDDER	MATURITY (February 1)	RATE	REOFFERING YIELD	PRICE	NET INTEREST COST	TRUE INTEREST RATE
STIFEL NICOLAUS Memphis, Tennessee	2019	3.000%		\$3,123,136.95	\$349,036.80	2.3965%
	2020	3.000%				
	2021	3.000%				
	2022	3.000%				
	2023	3.000%				
	2024	3.000%				
	2025	3.000%				
	2026	3.000%				
	2027	3.000%				
	2028	3.000%				
	2029	3.000%				
	2030	3.000%				
	2031	3.000%				
	2032	3.000%				
	2033	3.000%				
	2034	3.000%				



City of Grand Rapids, Minnesota

\$2,920,000 General Obligation Refunding Bonds, Series 2017B

Issue Summary

Total Issue Sources And Uses

Dated 12/28/2017 | Delivered 12/28/2017

	Current Ref 2006C	Current Ref 2007A	Current Ref 2008A	Current Ref 2008B	Current Ref 2008C	Issue Summary
Sources Of Funds						
Par Amount of Bonds	\$615,000.00	\$670,000.00	\$705,000.00	\$450,000.00	\$480,000.00	\$2,920,000.00
Reoffering Premium	19,486.15	24,284.65	12,962.35	17,837.25	18,715.75	93,286.15
Total Sources	\$634,486.15	\$694,284.65	\$717,962.35	\$467,837.25	\$498,715.75	\$3,013,286.15
Uses Of Funds						
Total Underwriter's Discount (0.395%)	2,429.18	2,646.42	2,784.67	1,777.45	1,895.94	11,533.66
Costs of Issuance	8,888.48	11,638.23	10,177.68	11,059.80	6,819.81	48,584.00
Deposit to Current Refunding Fund	620,000.00	680,000.00	705,000.00	455,000.00	490,000.00	2,950,000.00
Rounding (Deposit to Project Fund)	3,168.49	-	-	-	-	3,168.49
Total Uses	\$634,486.15	\$694,284.65	\$717,962.35	\$467,837.25	\$498,715.75	\$3,013,286.15

City of Grand Rapids, Minnesota

\$2,920,000 General Obligation Refunding Bonds, Series 2017B

Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	51,312.29	51,312.29	-
02/01/2019	465,000.00	3.000%	43,362.50	508,362.50	559,674.79
08/01/2019	-	-	36,387.50	36,387.50	-
02/01/2020	470,000.00	3.000%	36,387.50	506,387.50	542,775.00
08/01/2020	-	-	29,337.50	29,337.50	-
02/01/2021	475,000.00	3.000%	29,337.50	504,337.50	533,675.00
08/01/2021	-	-	22,212.50	22,212.50	-
02/01/2022	470,000.00	3.000%	22,212.50	492,212.50	514,425.00
08/01/2022	-	-	15,162.50	15,162.50	-
02/01/2023	335,000.00	3.000%	15,162.50	350,162.50	365,325.00
08/01/2023	-	-	10,137.50	10,137.50	-
02/01/2024	200,000.00	3.000%	10,137.50	210,137.50	220,275.00
08/01/2024	-	-	7,137.50	7,137.50	-
02/01/2025	40,000.00	2.300%	7,137.50	47,137.50	54,275.00
08/01/2025	-	-	6,677.50	6,677.50	-
02/01/2026	40,000.00	2.300%	6,677.50	46,677.50	53,355.00
08/01/2026	-	-	6,217.50	6,217.50	-
02/01/2027	45,000.00	2.300%	6,217.50	51,217.50	57,435.00
08/01/2027	-	-	5,700.00	5,700.00	-
02/01/2028	45,000.00	3.000%	5,700.00	50,700.00	56,400.00
08/01/2028	-	-	5,025.00	5,025.00	-
02/01/2029	50,000.00	3.000%	5,025.00	55,025.00	60,050.00
08/01/2029	-	-	4,275.00	4,275.00	-
02/01/2030	55,000.00	3.000%	4,275.00	59,275.00	63,550.00
08/01/2030	-	-	3,450.00	3,450.00	-
02/01/2031	50,000.00	3.000%	3,450.00	53,450.00	56,900.00
08/01/2031	-	-	2,700.00	2,700.00	-
02/01/2032	55,000.00	3.000%	2,700.00	57,700.00	60,400.00
08/01/2032	-	-	1,875.00	1,875.00	-
02/01/2033	60,000.00	3.000%	1,875.00	61,875.00	63,750.00
08/01/2033	-	-	975.00	975.00	-
02/01/2034	65,000.00	3.000%	975.00	65,975.00	66,950.00
Total	\$2,920,000.00	-	\$409,214.79	\$3,329,214.79	-

Yield Statistics

Bond Year Dollars	\$13,877.67
Average Life	4.753 Years
Average Coupon	2.9487291%
Net Interest Cost (NIC)	2.3596351%
True Interest Cost (TIC)	2.3029114%
Bond Yield for Arbitrage Purposes	2.1992259%
All Inclusive Cost (AIC)	2.6828356%

IRS Form 8038

Net Interest Cost	2.2146944%
Weighted Average Maturity	4.734 Years



City of Grand Rapids, Minnesota

\$2,920,000 General Obligation Refunding Bonds, Series 2017B

Issue Summary

Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Expenses	Net New D/S	Fiscal Total
12/28/2017	-	-	-	-	-	-	-
08/01/2018	-	-	51,312.29	51,312.29	(3,168.49)	48,143.80	-
02/01/2019	465,000.00	3.000%	43,362.50	508,362.50	-	508,362.50	556,506.30
08/01/2019	-	-	36,387.50	36,387.50	-	36,387.50	-
02/01/2020	470,000.00	3.000%	36,387.50	506,387.50	-	506,387.50	542,775.00
08/01/2020	-	-	29,337.50	29,337.50	-	29,337.50	-
02/01/2021	475,000.00	3.000%	29,337.50	504,337.50	-	504,337.50	533,675.00
08/01/2021	-	-	22,212.50	22,212.50	-	22,212.50	-
02/01/2022	470,000.00	3.000%	22,212.50	492,212.50	-	492,212.50	514,425.00
08/01/2022	-	-	15,162.50	15,162.50	-	15,162.50	-
02/01/2023	335,000.00	3.000%	15,162.50	350,162.50	-	350,162.50	365,325.00
08/01/2023	-	-	10,137.50	10,137.50	-	10,137.50	-
02/01/2024	200,000.00	3.000%	10,137.50	210,137.50	-	210,137.50	220,275.00
08/01/2024	-	-	7,137.50	7,137.50	-	7,137.50	-
02/01/2025	40,000.00	2.300%	7,137.50	47,137.50	-	47,137.50	54,275.00
08/01/2025	-	-	6,677.50	6,677.50	-	6,677.50	-
02/01/2026	40,000.00	2.300%	6,677.50	46,677.50	-	46,677.50	53,355.00
08/01/2026	-	-	6,217.50	6,217.50	-	6,217.50	-
02/01/2027	45,000.00	2.300%	6,217.50	51,217.50	-	51,217.50	57,435.00
08/01/2027	-	-	5,700.00	5,700.00	-	5,700.00	-
02/01/2028	45,000.00	3.000%	5,700.00	50,700.00	-	50,700.00	56,400.00
08/01/2028	-	-	5,025.00	5,025.00	-	5,025.00	-
02/01/2029	50,000.00	3.000%	5,025.00	55,025.00	-	55,025.00	60,050.00
08/01/2029	-	-	4,275.00	4,275.00	-	4,275.00	-
02/01/2030	55,000.00	3.000%	4,275.00	59,275.00	-	59,275.00	63,550.00
08/01/2030	-	-	3,450.00	3,450.00	-	3,450.00	-
02/01/2031	50,000.00	3.000%	3,450.00	53,450.00	-	53,450.00	56,900.00
08/01/2031	-	-	2,700.00	2,700.00	-	2,700.00	-
02/01/2032	55,000.00	3.000%	2,700.00	57,700.00	-	57,700.00	60,400.00
08/01/2032	-	-	1,875.00	1,875.00	-	1,875.00	-
02/01/2033	60,000.00	3.000%	1,875.00	61,875.00	-	61,875.00	63,750.00
08/01/2033	-	-	975.00	975.00	-	975.00	-
02/01/2034	65,000.00	3.000%	975.00	65,975.00	-	65,975.00	66,950.00
Total	\$2,920,000.00	-	\$409,214.79	\$3,329,214.79	(3,168.49)	\$3,326,046.30	-

City of Grand Rapids, Minnesota

\$2,920,000 General Obligation Refunding Bonds, Series 2017B

Issue Summary

Debt Service Comparison

Date	Total P+I	Expenses	Net New D/S	Old Net D/S	Savings
02/01/2018	-	-	-	-	-
02/01/2019	559,674.79	(3,168.49)	556,506.30	591,850.00	35,343.70
02/01/2020	542,775.00	-	542,775.00	572,770.00	29,995.00
02/01/2021	533,675.00	-	533,675.00	558,390.00	24,715.00
02/01/2022	514,425.00	-	514,425.00	543,707.50	29,282.50
02/01/2023	365,325.00	-	365,325.00	388,447.50	23,122.50
02/01/2024	220,275.00	-	220,275.00	243,530.00	23,255.00
02/01/2025	54,275.00	-	54,275.00	63,940.00	9,665.00
02/01/2026	53,355.00	-	53,355.00	62,180.00	8,825.00
02/01/2027	57,435.00	-	57,435.00	65,380.00	7,945.00
02/01/2028	56,400.00	-	56,400.00	63,355.00	6,955.00
02/01/2029	60,050.00	-	60,050.00	66,330.00	6,280.00
02/01/2030	63,550.00	-	63,550.00	69,030.00	5,480.00
02/01/2031	56,900.00	-	56,900.00	66,500.00	9,600.00
02/01/2032	60,400.00	-	60,400.00	68,970.00	8,570.00
02/01/2033	63,750.00	-	63,750.00	71,210.00	7,460.00
02/01/2034	66,950.00	-	66,950.00	73,220.00	6,270.00
Total	\$3,329,214.79	(3,168.49)	\$3,326,046.30	\$3,568,810.00	\$242,763.70

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings	212,148.87
Effects of changes in Expenses	3,127.75
Net PV Cashflow Savings (@ 2.199%(Bond Yield))	215,276.62
Net Present Value Benefit	\$215,276.62
Net PV Benefit / \$3,227,406.82 PV Refunded Debt Service	6.670%
Net PV Benefit / \$2,950,000 Refunded Principal	7.298%
Net PV Benefit / \$2,920,000 Refunding Principal	7.372%

Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017

City of Grand Rapids, Minnesota

\$2,920,000 General Obligation Refunding Bonds, Series 2017B

Issue Summary

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Expenses	Net New D/S	105% of Total
02/01/2018	-	-	-	-	-	-	-
02/01/2019	465,000.00	3.000%	94,674.79	559,674.79	(3,168.49)	556,506.30	584,331.62
02/01/2020	470,000.00	3.000%	72,775.00	542,775.00	-	542,775.00	569,913.75
02/01/2021	475,000.00	3.000%	58,675.00	533,675.00	-	533,675.00	560,158.75
02/01/2022	470,000.00	3.000%	44,425.00	514,425.00	-	514,425.00	540,146.25
02/01/2023	335,000.00	3.000%	30,325.00	365,325.00	-	365,325.00	383,591.25
02/01/2024	200,000.00	3.000%	20,275.00	220,275.00	-	220,275.00	231,288.75
02/01/2025	40,000.00	2.300%	14,275.00	54,275.00	-	54,275.00	56,988.75
02/01/2026	40,000.00	2.300%	13,355.00	53,355.00	-	53,355.00	56,022.75
02/01/2027	45,000.00	2.300%	12,435.00	57,435.00	-	57,435.00	60,306.75
02/01/2028	45,000.00	3.000%	11,400.00	56,400.00	-	56,400.00	59,220.00
02/01/2029	50,000.00	3.000%	10,050.00	60,050.00	-	60,050.00	63,052.50
02/01/2030	55,000.00	3.000%	8,550.00	63,550.00	-	63,550.00	66,727.50
02/01/2031	50,000.00	3.000%	6,900.00	56,900.00	-	56,900.00	59,745.00
02/01/2032	55,000.00	3.000%	5,400.00	60,400.00	-	60,400.00	63,420.00
02/01/2033	60,000.00	3.000%	3,750.00	63,750.00	-	63,750.00	66,937.50
02/01/2034	65,000.00	3.000%	1,950.00	66,950.00	-	66,950.00	70,297.50
Total	\$2,920,000.00	-	\$409,214.79	\$3,329,214.79	(3,168.49)	\$3,326,046.30	\$3,492,348.62

Significant Dates

Dated	12/28/2017
First Coupon Date	8/01/2018

Yield Statistics

Bond Year Dollars	\$13,877.67
Average Life	4.753 Years
Average Coupon	2.9487291%
Net Interest Cost (NIC)	2.3596351%
True Interest Cost (TIC)	2.3029114%
Bond Yield for Arbitrage Purposes	2.1992259%
All Inclusive Cost (AIC)	2.6828356%

City of Grand Rapids, Minnesota

\$615,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2006C

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	10,916.25	10,916.25	-
02/01/2019	160,000.00	3.000%	9,225.00	169,225.00	180,141.25
08/01/2019	-	-	6,825.00	6,825.00	-
02/01/2020	160,000.00	3.000%	6,825.00	166,825.00	173,650.00
08/01/2020	-	-	4,425.00	4,425.00	-
02/01/2021	150,000.00	3.000%	4,425.00	154,425.00	158,850.00
08/01/2021	-	-	2,175.00	2,175.00	-
02/01/2022	145,000.00	3.000%	2,175.00	147,175.00	149,350.00
Total	\$615,000.00	-	\$46,991.25	\$661,991.25	-

Yield Statistics

Bond Year Dollars	\$1,566.38
Average Life	2.547 Years
Average Coupon	3.0000000%
Net Interest Cost (NIC)	1.9110545%
True Interest Cost (TIC)	1.8741674%
Bond Yield for Arbitrage Purposes	2.1992259%
All Inclusive Cost (AIC)	2.4549082%

IRS Form 8038

Net Interest Cost	1.6940662%
Weighted Average Maturity	2.559 Years



City of Grand Rapids, Minnesota

\$615,000 General Obligation Refunding Bonds, Series 2017B
 Current Ref 2006C

Debt Service Comparison

Date	Total P+I	Expenses	Net New D/S	Old Net D/S	Savings
02/01/2018	-	-	-	-	-
02/01/2019	180,141.25	(3,168.49)	176,972.76	184,800.00	7,827.24
02/01/2020	173,650.00	-	173,650.00	178,400.00	4,750.00
02/01/2021	158,850.00	-	158,850.00	162,000.00	3,150.00
02/01/2022	149,350.00	-	149,350.00	156,000.00	6,650.00
Total	\$661,991.25	(3,168.49)	\$658,822.76	\$681,200.00	\$22,377.24

PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings . . .	18,176.53
Effects of changes in Expenses . . .	3,127.75
Net PV Cashflow Savings @ 2.199%(Bond Yield) .	21,304.28
Net Present Value Benefit	\$21,304.28
Net PV Benefit / \$645,236.47 PV Refunded Debt Service	3.302%
Net PV Benefit / \$620,000 Refunded Principal	3.436%
Net PV Benefit / \$615,000 Refunding Principal	3.464%

Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017

City of Grand Rapids, MN

\$670,000 General Obligation Refunding Bonds, Dated December 28, 2017

Current Ref 2007A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+i	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	11,892.50	11,892.50	-
02/01/2019	130,000.00	3.000%	10,050.00	140,050.00	151,942.50
08/01/2019	-	-	8,100.00	8,100.00	-
02/01/2020	130,000.00	3.000%	8,100.00	138,100.00	146,200.00
08/01/2020	-	-	6,150.00	6,150.00	-
02/01/2021	135,000.00	3.000%	6,150.00	141,150.00	147,300.00
08/01/2021	-	-	4,125.00	4,125.00	-
02/01/2022	135,000.00	3.000%	4,125.00	139,125.00	143,250.00
08/01/2022	-	-	2,100.00	2,100.00	-
02/01/2023	140,000.00	3.000%	2,100.00	142,100.00	144,200.00
Total	\$670,000.00	-	\$62,892.50	\$732,892.50	-

Yield Statistics

Bond Year Dollars	\$2,096.42
Average Life	3.129 Years
Average Coupon	3.000000%
Net Interest Cost (NIC)	1.9678469%
True Interest Cost (TIC)	1.9245796%
Bond Yield for Arbitrage Purposes	2.1992259%
All Inclusive Cost (AIC)	2.4966327%

IRS Form 8038

Net Interest Cost	1.7676267%
Weighted Average Maturity	3.146 Years

City of Grand Rapids, MN

\$670,000 General Obligation Refunding Bonds, Dated December 28, 2017
Current Ref 2007A

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	-	-	-	-
02/01/2019	151,942.50	151,942.50	158,090.00	6,147.50
02/01/2020	146,200.00	146,200.00	152,760.00	6,560.00
02/01/2021	147,300.00	147,300.00	152,430.00	5,130.00
02/01/2022	143,250.00	143,250.00	151,827.50	8,577.50
02/01/2023	144,200.00	144,200.00	151,017.50	6,817.50
Total	\$732,892.50	\$732,892.50	\$766,125.00	\$33,232.50

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.199%(Bond Yield).	31,116.75
Net Present Value Benefit	\$31,116.75
Net PV Benefit / \$717,133.01 PV Refunded Debt Service	4.339%
Net PV Benefit / \$680,000 Refunded Principal	4.576%
Net PV Benefit / \$670,000 Refunding Principal	4.644%

Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017



City of Grand Rapids, Minnesota

\$705,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2008A

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	11,996 04	11,996 04	-
02/01/2019	25,000 00	3 000%	10,137 50	35,137 50	47,133 54
08/01/2019	-	-	9,762 50	9,762 50	-
02/01/2020	30,000 00	3 000%	9,762 50	39,762 50	49,525 00
08/01/2020	-	-	9,312 50	9,312 50	-
02/01/2021	35,000 00	3 000%	9,312 50	44,312 50	53,625 00
08/01/2021	-	-	8,787 50	8,787 50	-
02/01/2022	35,000 00	3 000%	8,787 50	43,787 50	52,575 00
08/01/2022	-	-	8,262 50	8,262 50	-
02/01/2023	40,000 00	3 000%	8,262 50	48,262 50	56,525 00
08/01/2023	-	-	7,662 50	7,662 50	-
02/01/2024	35,000 00	3 000%	7,662 50	42,662 50	50,325 00
08/01/2024	-	-	7,137 50	7,137 50	-
02/01/2025	40,000 00	2 300%	7,137 50	47,137 50	54,275 00
08/01/2025	-	-	6,677 50	6,677 50	-
02/01/2026	40,000 00	2 300%	6,677 50	46,677 50	53,355 00
08/01/2026	-	-	6,217 50	6,217 50	-
02/01/2027	45,000 00	2 300%	6,217 50	51,217 50	57,435 00
08/01/2027	-	-	5,700 00	5,700 00	-
02/01/2028	45,000 00	3 000%	5,700 00	50,700 00	56,400 00
08/01/2028	-	-	5,025 00	5,025 00	-
02/01/2029	50,000 00	3 000%	5,025 00	55,025 00	60,050 00
08/01/2029	-	-	4,275 00	4,275 00	-
02/01/2030	55,000 00	3 000%	4,275 00	59,275 00	63,550 00
08/01/2030	-	-	3,450 00	3,450 00	-
02/01/2031	50,000 00	3 000%	3,450 00	53,450 00	56,900 00
08/01/2031	-	-	2,700 00	2,700 00	-
02/01/2032	55,000 00	3 000%	2,700 00	57,700 00	60,400 00
08/01/2032	-	-	1,875 00	1,875 00	-
02/01/2033	60,000 00	3 000%	1,875 00	61,875 00	63,750 00
08/01/2033	-	-	975 00	975 00	-
02/01/2034	65,000 00	3 000%	975 00	65,975 00	66,950 00
Total	\$705,000.00	-	\$197,773.54	\$902,773.54	-

Yield Statistics

Bond Year Dollars	\$6,829 63
Average Life	9 687 Years
Average Coupon	2 8958184%
Net Interest Cost (NIC)	2 7467959%
True Interest Cost (TIC)	2 7159229%
Bond Yield for Arbitrage Purposes	2 1992259%
All Inclusive Cost (AIC)	2 8905096%

IRS Form 8038

Net Interest Cost	2 6713113%
Weighted Average Maturity	9 636 Years

City of Grand Rapids, Minnesota

\$705,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2008A

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	-	-	-	-
02/01/2019	47,133.54	47,133.54	56,700.00	9,566.46
02/01/2020	49,525.00	49,525.00	55,650.00	6,125.00
02/01/2021	53,625.00	53,625.00	59,600.00	5,975.00
02/01/2022	52,575.00	52,575.00	58,340.00	5,765.00
02/01/2023	56,525.00	56,525.00	62,020.00	5,495.00
02/01/2024	50,325.00	50,325.00	60,480.00	10,155.00
02/01/2025	54,275.00	54,275.00	63,940.00	9,665.00
02/01/2026	53,355.00	53,355.00	62,180.00	8,825.00
02/01/2027	57,435.00	57,435.00	65,380.00	7,945.00
02/01/2028	56,400.00	56,400.00	63,355.00	6,955.00
02/01/2029	60,050.00	60,050.00	66,330.00	6,280.00
02/01/2030	63,550.00	63,550.00	69,030.00	5,480.00
02/01/2031	56,900.00	56,900.00	66,500.00	9,600.00
02/01/2032	60,400.00	60,400.00	68,970.00	8,570.00
02/01/2033	63,750.00	63,750.00	71,210.00	7,460.00
02/01/2034	66,950.00	66,950.00	73,220.00	6,270.00
Total	\$902,773.54	\$902,773.54	\$1,022,905.00	\$120,131.46

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.199%(Bond Yield)	100,585.72
Net Present Value Benefit	\$100,585.72
Net PV Benefit / \$847,088.64 PV Refunded Debt Service	11.874%
Net PV Benefit / \$705,000 Refunded Principal	14.267%
Net PV Benefit / \$705,000 Refunding Principal	14.267%

Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017

City of Grand Rapids, Minnesota

\$450,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2008B

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	7,987.50	7,987.50	-
02/01/2019	70,000.00	3.000%	6,750.00	76,750.00	84,737.50
08/01/2019	-	-	5,700.00	5,700.00	-
02/01/2020	70,000.00	3.000%	5,700.00	75,700.00	81,400.00
08/01/2020	-	-	4,650.00	4,650.00	-
02/01/2021	75,000.00	3.000%	4,650.00	79,650.00	84,300.00
08/01/2021	-	-	3,525.00	3,525.00	-
02/01/2022	75,000.00	3.000%	3,525.00	78,525.00	82,050.00
08/01/2022	-	-	2,400.00	2,400.00	-
02/01/2023	80,000.00	3.000%	2,400.00	82,400.00	84,800.00
08/01/2023	-	-	1,200.00	1,200.00	-
02/01/2024	80,000.00	3.000%	1,200.00	81,200.00	82,400.00
Total	\$450,000.00	-	\$49,687.50	\$499,687.50	-

Yield Statistics

Bond Year Dollars	\$1,656.25
Average Life	3.681 Years
Average Coupon	3.000000%
Net Interest Cost (NIC)	2.0303517%
True Interest Cost (TIC)	1.9816592%
Bond Yield for Arbitrage Purposes	2.1992259%
All Inclusive Cost (AIC)	2.6771343%
IRS Form 8038	
Net Interest Cost	1.8391558%
Weighted Average Maturity	3.702 Years



City of Grand Rapids, Minnesota

\$450,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2008B

Debt Service Comparison

Date	Total P+i	Net New D/S	Old Net D/S	Savings
02/01/2018	-	-	-	-
02/01/2019	84,737.50	84,737.50	90,360.00	5,622.50
02/01/2020	81,400.00	81,400.00	87,420.00	6,020.00
02/01/2021	84,300.00	84,300.00	89,340.00	5,040.00
02/01/2022	82,050.00	82,050.00	86,040.00	3,990.00
02/01/2023	84,800.00	84,800.00	87,590.00	2,790.00
02/01/2024	82,400.00	82,400.00	88,910.00	6,510.00
Total	\$499,687.50	\$499,687.50	\$529,660.00	\$29,972.50

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.199%(Bond Yield)	27,915.51
Net Present Value Benefit	\$27,915.51
Net PV Benefit / \$490,475.76 PV Refunded Debt Service	5.692%
Net PV Benefit / \$455,000 Refunded Principal	6.135%
Net PV Benefit / \$450,000 Refunding Principal	6.203%

Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017



City of Grand Rapids, Minnesota

\$480,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2008C

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	8,520 00	8,520 00	-
02/01/2019	80,000 00	3 000%	7,200 00	87,200 00	95,720 00
08/01/2019	-	-	6,000 00	6,000 00	-
02/01/2020	80,000 00	3 000%	6,000 00	86,000 00	92,000 00
08/01/2020	-	-	4,800 00	4,800 00	-
02/01/2021	80,000 00	3 000%	4,800 00	84,800 00	89,600 00
08/01/2021	-	-	3,600 00	3,600 00	-
02/01/2022	80,000 00	3 000%	3,600 00	83,600 00	87,200 00
08/01/2022	-	-	2,400 00	2,400 00	-
02/01/2023	75,000 00	3 000%	2,400 00	77,400 00	79,800 00
08/01/2023	-	-	1,275 00	1,275 00	-
02/01/2024	85,000 00	3 000%	1,275 00	86,275 00	87,550 00
Total	\$480,000.00	-	\$51,870.00	\$531,870.00	-

Yield Statistics

Bond Year Dollars	\$1,729 00
Average Life	3 602 Years
Average Coupon	3 000000%
Net Interest Cost (NIC)	2 0271943%
True Interest Cost (TIC)	1 9788818%
Bond Yield for Arbitrage Purposes	2 1992259%
All Inclusive Cost (AIC)	2 3866911%

IRS Form 8038

Net Interest Cost	1 8345862%
Weighted Average Maturity	3 624 Years



City of Grand Rapids, Minnesota

\$480,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2008C

Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	-	-	-	-
02/01/2019	95,720 00	95,720 00	101,900 00	6,180 00
02/01/2020	92,000 00	92,000 00	98,540 00	6,540 00
02/01/2021	89,600 00	89,600 00	95,020 00	5,420 00
02/01/2022	87,200 00	87,200 00	91,500 00	4,300 00
02/01/2023	79,800 00	79,800 00	87,820 00	8,020 00
02/01/2024	87,550 00	87,550 00	94,140 00	6,590 00
Total	\$531,870.00	\$531,870.00	\$568,920.00	\$37,050.00

PV Analysis Summary (Net to Net)

Net PV Cashflow Savings @ 2.199%(Bond Yield)	34,354 36
Net Present Value Benefit	\$34,354 36
Net PV Benefit / \$527,472 95 PV Refunded Debt Service	6.513%
Net PV Benefit / \$490,000 Refunded Principal	7.011%
Net PV Benefit / \$480,000 Refunding Principal	7.157%

Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017



City of Grand Rapids, Minnesota

\$2,920,000 General Obligation Refunding Bonds, Series 2017B

Combined Debt Service - Series 2006C, 2007A - 2008C

Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Debt Service			Assessments	Levy/(Surplus)
					Fund Deposit	Net New D/S	106% of Total		
02/01/2018	-	-	-	-	-	-	-	-	-
02/01/2019	370,000.00	3.000%	57,803.75	427,803.75	(3,084.49)	424,635.26	445,867.02	74,655.00	371,212.02
02/01/2020	370,000.00	3.000%	41,850.00	411,850.00	-	411,850.00	432,142.50	70,998.00	351,444.50
02/01/2021	365,000.00	3.000%	30,750.00	395,750.00	-	395,750.00	415,517.50	67,343.00	348,194.50
02/01/2022	360,000.00	3.000%	19,800.00	379,800.00	-	379,800.00	398,790.00	63,687.00	335,103.00
02/01/2023	215,000.00	3.000%	9,000.00	224,000.00	-	224,000.00	235,200.00	30,219.00	204,981.00
02/01/2024	85,000.00	3.000%	2,550.00	87,550.00	-	87,550.00	91,927.50	27,537.00	64,390.50
Total	\$1,765,000.00	-	\$161,753.75	\$1,926,753.75	(3,168.49)	\$1,923,585.26	\$2,019,764.52	\$334,439.00	\$1,685,325.52

Significant Dates

Dated	12/28/2017
First Coupon Date	8/01/2018

Yield Statistics

Bond Year Dollars	\$11,877.67
Average Life	4.753 Years
Average Coupon	2.9487291%
Net Interest Cost (NIC)	2.3590351%
True Interest Cost (TIC)	2.3029114%
Bond Yield for Arbitrage Purposes	2.1992259%
All Inclusive Cost (AIC)	2.6828356%

RatingsDirect®

Summary:

Grand Rapids, Minnesota; General Obligation

Primary Credit Analyst:

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Rationale

Outlook

Related Research

Summary:

Grand Rapids, Minnesota; General Obligation

Credit Profile

US\$3.045 mil GO rfdg bnds ser 2017B dtd 12/28/2017 due 02/01/2034		
<i>Long Term Rating</i>	AA-/Stable	New
Grand Rapids GO street reconstruction bnds ser 2017A dtd 09/07/2017 due 02/01/2033		
<i>Long Term Rating</i>	AA-/Stable	Affirmed

Rationale

S&P Global Ratings assigned its 'AA-' rating to Grand Rapids, Minn.'s series 2017B general obligation (GO) refunding bonds. At the same time, we affirmed our 'AA-' long-term rating on the city's existing GO debt. The outlook is stable.

The series 2017B bonds are secured by the city's full-faith-credit pledge which benefits from an ad valorem property tax levy without limitation to rate or amount. The bonds are additionally secured by a combination of special assessments and tax-increment revenues from Tax-Increment Financing District Nos. 4 and 6; however, we rate to the GO pledge. Proceeds of the 2017B bonds will provide for current refundings of certain maturities of the city's 2006C, 2007A, 2008A, 2008B, and 2008C bonds for interest cost savings.

The 'AA-' rating reflects our view of the city's:

- Weak economy, with projected per capita effective buying income (EBI) at 80.7% of the national level and market value per capita of \$72,960;
- Strong management, with "good" financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Adequate budgetary performance, with an operating surplus in the general fund but an operating deficit at the total governmental fund level in fiscal 2016;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2016 of 67% of operating expenditures;
- Very strong liquidity, with total government available cash at 64.8% of total governmental fund expenditures and 3.6x governmental debt service, and access to external liquidity we consider strong;
- Weak debt and contingent liability position, with debt service carrying charges at 17.8% of expenditures and net direct debt that is 123.4% of total governmental fund revenue, but rapid amortization, with 82.5% of debt scheduled to be retired in 10 years; and
- Strong institutional framework score.

Weak economy

We consider Grand Rapids' economy weak. The city, with an estimated population of 11,283, is in Itasca County. It has a projected per capita EBI of 80.7% of the national level and per capita market value of \$72,960. Overall, market value fell by 5.5% over the past year to \$823.2 million in 2017. The county unemployment rate was 8.7% in 2016.

Grand Rapids has a mix of residential (48% of net tax capacity) and commercial/industrial (39%) properties. Although

its economic market value fell in the most recent year due to changes in the state-applied sales ratio, there has been steady growth in the assessor's estimated market value and taxable value (TV). The recent growth reflects new commercial and residential development. In 2010, the city completed a sizable annexation to expand its boundaries, so there is ample room for continued development.

There is some concentration among the top ten taxpayers, which comprise 22% of net tax capacity. Blandin Paper Co. is the largest taxpayer (6.5%) and the fourth-largest employer (400 employees). It recently announced that it will be shutting down one of its machines and laying off 150 workers, though a good portion are expected to be eligible for an early-retirement package. City management notes that Blandin has had larger lay-offs in the past, and most of those laid off were absorbed into the workforce.

Enbridge Energy L.P. is the second-largest taxpayer (4.8%). Its TV is set by the state, and officials do not expect any near-term changes in valuations. The county's unemployment rate (8.7%) is higher than both the state and the nation. We believe this is partially due to the closure of the Magnetation iron ore mine just outside the city limits. When the company filed for bankruptcy two years ago, it laid off 150 employees. The mine was recently acquired by ERP Iron Ore LLC, and city officials report that ERP is expected to re-hire the previously laid-off employees. However, given the Blandin lay-offs, we expect the unemployment rate to remain elevated and the local economy to remain weak over the near-to-medium term.

Strong management

We view the city's management as strong, with "good" financial policies and practices under our FMA methodology, indicating financial practices exist in most areas, but that governance officials might not formalize or monitor all of them on a regular basis.

The city conducts line-by-line budgeting, relying on five years of historical information to determine trends. The budget can be amended if needed, and the council receives a quarterly budget-to-actual report. Grand Rapids maintains a budget-plus-three-year financial forecast model. The city also annually updates its five-year capital improvement plan, which identifies projects by category as well as funding source. It has its own investment policy, but only reports holdings and performance annually in its financial statements. It does not have a debt management policy. The city has a formal fund balance policy and revenue stabilization policy (discussed in budgetary flexibility section), and is currently in compliance with both.

Adequate budgetary performance

Grand Rapids' budgetary performance is adequate, in our opinion. The city had surplus operating results in the general fund of 2.1% of expenditures, but a deficit result across all governmental funds of negative 4.0% in fiscal 2016.

We adjusted audited data to include recurring transfers out of the general fund as expenditures. We also adjusted total governmental fund expenditures to account for one-time capital spending and spending of bond proceeds.

Management attributes the positive general fund results over the last three years to an intentional build-up of reserves to fall in line with its revenue stabilization policy of maintaining 10% of revenues in its committed fund balance. Management reports that the surpluses were achieved by constraining expenditures, as well as positive variances from some mild winters. Across total governmental funds, there was some use of reserves in 2016, even after adjustments

for spending of bond proceeds.

The fiscal 2017 budget calls for break-even operations. Year to date, management reports that expenditures are tracking slightly better than budget. Management expects the year will likely close in line with budget or with a modest surplus. Across total governmental funds, the city does not expect any spend-down of reserves in 2017.

The preliminary fiscal 2018 budget is break-even, including a 2% levy increase. Officials have also included \$87,500 which they plan to add to the committed general fund balance and a \$40,000 contingency. Management does not expect any material change in fund balance across total governmental funds.

In fiscal 2016, property taxes represented 49% of general fund revenues, followed by intergovernmental revenue at 26%. We expect these revenue streams to remain stable over the next two fiscal years.

Very strong budgetary flexibility

Grand Rapids' budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2016 of 67% of operating expenditures, or \$5.6 million. We expect the available fund balance to remain above 30% of expenditures for the current and next fiscal years, which we view as a positive credit factor.

We've included the city's committed general fund balance (\$518,000) as part of its available reserves because it is designated for budget stabilization. City policy requires that it maintain 10% of the prior year's revenues in its committed balance to mitigate the effects of an economic recession. The committed balance is currently under the 10% mark, but the city is intentionally increasing the balance annually per the formula determined in its policy.

Additionally, the city has a fund balance policy to maintain 50% of the following year's general fund property tax levy as unassigned fund balance for cash flow purposes. Given these city policies and historical reserve levels, we expect budgetary flexibility to remain very strong over the next two years

Very strong liquidity

In our opinion, Grand Rapids' liquidity is very strong, with total government available cash at 64.8% of total governmental fund expenditures and 3.6x governmental debt service in 2016. In our view, the city has strong access to external liquidity if necessary.

We have adjusted our calculation of the city's cash ratios to remove \$4 million that is held in longer term investments and \$495,000 of unspent bond proceeds.

In our view, the city has strong access to external liquidity if necessary, given its frequent issuances of GO bonds in the past 20 years. We do not consider its use of investments aggressive since the city primarily invests highly rated government securities, U.S. treasury notes, certificates of deposit, and mutual funds.

Weak debt and contingent liability profile

In our view, Grand Rapids' debt and contingent liability profile is weak. Total governmental fund debt service is 17.8% of total governmental fund expenditures, and net direct debt is 123.4% of total governmental fund revenue. Approximately 82.5% of the direct debt is scheduled to be repaid within 10 years, which is, in our view, a positive credit factor.

We have adjusted the city's debt burden to account for GO debt that is supported by the city's utilities. The Grand Rapids Public Utilities Commission is a component unit that issues separate financial statements. It has demonstrated debt service coverage of at least 1x over the last three audited fiscal years. The city plans to issue approximately \$2 million of debt annually for its street improvement projects. Given its rapid amortization of debt, we do not expect the additional debt issuances to materially affect its debt profile

Grand Rapids' combined required pension and actual other postemployment benefit (OPEB) contributions totaled 3.6% of total governmental fund expenditures in 2016. The city made 101% of its annual required pension contribution in 2016. It participates in cost-sharing multiemployer defined-benefit pension plans administered by the Public Employees Retirement Association of Minnesota (PERA). PERA administers the General Employees Retirement Fund (GERF) and the Public Employees Police and Fire Fund (PEPFF). The city's annual required pension contribution to both GERF and PEPFF is determined by state statute and based on a percentage of payroll. It has consistently made its statutorily required contribution. Contributions are not based on an actuarial determined contribution, and have not been keeping up with the plan's increasing liabilities, indicating that employer contributions may rise in the future.

Using updated reporting standards in accordance with Governmental Accounting Standard Board (GASB) Statement Nos. 67 and 68, the city's net pension liability as of 2016 was \$10 million. The funded ratios of the plans, which are calculated as the plan fiduciary net position as a percent of the total pension liability, were 68.9% for GERF and 64.9% for PEPFF in fiscal 2016.

The city also participates in the Grand Rapids Fire Department Relief Association, a single-employer defined-benefit plan. In fiscal 2016, it paid the statutorily required \$5,000 into the plan, and state aid contributions were \$129,759. The city funds its OPEBs on a pay-as-you-go basis. As of Jan. 1, 2017, the most recent actuarial valuation, its unfunded actuarial accrued liability was \$472,675.

Strong institutional framework

The institutional framework score for Minnesota cities with a population greater than 2,500 is strong.

Outlook

The stable outlook reflects our expectation that Grand Rapids will maintain at least adequate budgetary performance and very strong budgetary flexibility and liquidity throughout the two-year outlook period.

Downside scenario

If budgetary performance were to weaken, due to changes in the economy or for other reasons, resulting in weaker budgetary flexibility or liquidity, we would likely lower the rating.

Upside scenario

A higher rating would require material improvement in economic indicators and tax base diversification, which we do not think is likely within the two-year outlook period.

Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Incorporating GASB 67 And 68: Evaluating Pension/OPEB Obligations Under Standard & Poor's U.S. Local Government GO Criteria, Sept. 2, 2015

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.capitaliq.com. All ratings affected by this rating action can be found on the S&P Global Ratings' public website at www.standardandpoors.com. Use the Ratings search box located in the left column.

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Extract of Minutes of Meeting
of the City Council of the City of
Grand Rapids, Itasca County, Minnesota

Pursuant to due call and notice thereof, a regular meeting of the City Council of the City of Grand Rapids, Minnesota, was duly held in the City Hall in said City on Monday, December 11, 2017, commencing at 5:00 P.M.

The following members were present:

and the following were absent:

* * *

* * *

* * *

The Mayor announced that the next order of business was consideration of the proposals which had been received for the purchase of the City's General Obligation Refunding Bonds, Series 2017B, to be issued in the original aggregate principal amount of \$_____.

The City Administrator presented a tabulation of the proposals which had been received in the manner specified in the Terms of Proposal for the Bonds. The proposals were as set forth in EXHIBIT A attached.

After due consideration of the proposals, Member _____ then introduced the following resolution and moved its adoption:

RESOLUTION NO. _____

A RESOLUTION AWARDING THE SALE OF GENERAL OBLIGATION REFUNDING BONDS, SERIES 2017B, IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$ _____; FIXING THEIR FORM AND SPECIFICATIONS; DIRECTING THEIR EXECUTION AND DELIVERY; PROVIDING FOR THEIR PAYMENT; AND PROVIDING FOR THE REDEMPTION OF BONDS REFUNDED THEREBY

BE IT RESOLVED By the City Council of the City of Grand Rapids, Itasca County, Minnesota (the "City") as follows:

Section 1. Findings; Sale of Bonds.

1.01. Authorization of Sale of Bonds. Pursuant to a resolution adopted by the City Council of the City on November 13, 2017, the City Council gave preliminary approval to the issuance of the City's General Obligation Refunding Bonds, Series 2017B (the "Bonds"), in the approximate aggregate principal amount of \$ _____, pursuant to Minnesota Statutes, Chapters 429 and 475, as amended, specifically Sections 469.178, 475.58, and 475.67 (collectively, the "Act"), to issue bonds to refund certain outstanding obligations of the City, as follows:

(a) Pursuant to the provisions of Chapter 429 of the Act, the City issued its General Obligation Improvement Bonds, Series 2006C (the "Series 2006C Bonds"), dated October 1, 2006, in the aggregate principal amount of \$2,505,000, of which \$620,000 is outstanding and will be called for redemption on February 1, 2018. Proceeds of the Series 2006C Bonds were used to finance various assessable public improvements in the City.

(b) Pursuant to the provisions of Chapter 429 of the Act, the City issued its General Obligation Improvement Bonds, Series 2007A (the "Series 2007A Bonds"), dated September 1, 2007, in the aggregate principal amount of \$1,775,000, of which \$680,000 is outstanding and will be called for redemption on February 1, 2018. Proceeds of the Series 2007A Bonds were used to finance various assessable public improvements in the City.

(c) Pursuant to the provisions of Chapter 469 of the Act, the City previously issued its General Obligation Tax Increment Bonds, Series 2008A (the "Series 2008A Bonds"), dated August 1, 2008, in the original aggregate principal amount of \$850,000, of which \$705,000 is outstanding and will be called for redemption on February 1, 2018. Proceeds of the Series 2008A Bonds were used to finance certain qualified costs of the City's Development District No. 1 (the "Project").

(d) Pursuant to Section 475.58 of the Act, the City issued its General Obligation Street Reconstruction Bonds, Series 2008B (the "Series 2008B Bonds"), dated November 1, 2008, in the aggregate principal amount of \$1,010,000, of which \$455,000 is outstanding and will be called for redemption on February 1, 2018. Proceeds of the Series 2008B Bonds were used to assist in financing street reconstruction improvements in the City.

(e) Pursuant to the provisions of Chapter 429 of the Act, the City issued its General Obligation Improvement Bonds, Series 2008C (the "Series 2008C Bonds"), dated November 1, 2008, in the aggregate principal amount of \$1,145,000, of which \$490,000 is outstanding and will be called for

redemption on February 1, 2018. Proceeds of the Series 2008C Bonds were used to finance various assessable public improvements in the City.

The City has determined to issue and sell its general obligations to refund the Series 2006C Bonds, the Series 2007A Bonds, the Series 2008A Bonds, the Series 2008B Bonds and the Series 2008C Bonds (collectively, the "Refunded Bonds") through the issuance of the Bonds. The City is authorized by Section 475.60, subdivision 2(9) of the Act to negotiate the sale of the Bonds, it being determined that the City has retained an independent municipal advisor in connection with such sale. The actions of the City staff and municipal advisor in negotiating the sale of the Bonds are ratified and confirmed in all aspects.

1.02. Award to the Purchaser and Interest Rates. The proposal of _____, _____ (the "Purchaser") to purchase the Bonds of the City is determined to be a reasonable offer and is accepted, the proposal being to purchase the Bonds at a price of \$_____ (par amount of \$_____, plus original issue premium of \$_____, less original issue discount of \$_____, less an underwriter's discount of \$_____), plus accrued interest to date of delivery, if any, for Bonds bearing interest as follows:

<u>Year</u>	<u>Interest Rate</u>	<u>Year</u>	<u>Interest Rate</u>
2019	%	2027	%
2020		2028	
2021		2029	
2022		2030	
2023		2031	
2024		2032	
2025		2033	
2026		2034	

True interest cost: _____%

1.03. Purchase Contract. The amount proposed by the Purchaser in excess of the minimum bid shall be credited to the Debt Service Fund hereinafter created or the Refunding Fund hereinafter created, unless the funds are determined to be deposited in another fund by action of the Finance Director of the City in consultation with the City's financial advisor. The Finance Director is directed to deposit the good faith check or deposit of the Purchaser, pending completion of the sale of the Bonds, and to return the good faith deposits of the unsuccessful proposers. The Mayor and City Administrator are directed to execute a contract with the Purchaser on behalf of the City.

1.04. Terms and Principal Amount of Bonds. The City will forthwith issue and sell the Bonds pursuant to the Act in the original aggregate principal amount of \$_____, originally dated December 28, 2017, in the denomination of \$5,000 each or any integral multiple thereof, numbered No. R-1, upward, bearing interest as above set forth, and maturing serially on February 1 in the years and amounts as follows:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$	2027	\$
2020		2028	
2021		2029	
2022		2030	
2023		2031	
2024		2032	

2025
2026

2033
2034

(a) \$_____ in principal amount of the Bonds (the “Series 2006C Refunding Bonds”) maturing in the amounts and on the dates set forth below are being used to achieve the current refunding of the Series 2006C Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$	2021	\$
2020		2022	

(b) \$_____ in principal amount of the Bonds (the “Series 2007A Refunding Bonds”) maturing in the amounts and on the dates set forth below are being used to achieve the current refunding of the Series 2007A Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$	2022	\$
2020		2023	
2021			

(c) \$_____ in principal amount of the Bonds (the “Series 2008A Refunding Bonds”) maturing in the amounts and on the dates set forth below are being used to achieve the current refunding of the Series 2008A Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$	2027	\$
2020		2028	
2021		2029	
2022		2030	
2023		2031	
2024		2032	
2025		2033	
2026		2034	

(d) \$_____ in principal amount of the Bonds (the “Series 2008B Refunding Bonds”) maturing in the amounts and on the dates set forth below are being used to achieve the current refunding of the Series 2008B Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$	2022	\$
2020		2023	
2021		2024	

(e) The remainder of the Bonds in the principal amount of \$_____ (the “Series 2008C Refunding Bonds”) maturing in the amounts and on the dates set forth below are being used to achieve the current refunding of the Series 2008C Bonds:

<u>Year</u>	<u>Amount</u>	<u>Year</u>	<u>Amount</u>
2019	\$	2022	\$
2020		2023	
2021		2024	

1.05. Optional Redemption. The City may elect on February 1, 2027, and on any date thereafter to prepay Bonds due on or after February 1, 2028. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify DTC (as defined in Section 8 hereof) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

[1.06. Mandatory Redemption; Term Bonds. To be completed if Term Bonds are requested by the Purchaser.]

Section 2. Registration and Payment.

2.01. Registered Form. The Bonds will be issued only in fully registered form. The interest thereon and, upon surrender of each Bond, the principal amount thereof, is payable by check or draft issued by the Registrar described herein.

2.02. Dates; Interest Payment Dates. Each Bond will be dated as of the last interest payment date preceding the date of authentication to which interest on the Bond has been paid or made available for payment, unless (i) the date of authentication is an interest payment date to which interest has been paid or made available for payment, in which case the Bond will be dated as of the date of authentication, or (ii) the date of authentication is prior to the first interest payment date, in which case the Bond will be dated as of the date of original issue. The interest on the Bonds is payable on February 1 and August 1 of each year, commencing August 1, 2018, to the registered owners of record as of the close of business on the fifteenth day of the immediately preceding month, whether or not that day is a business day.

2.03. Registration. The City will appoint a bond registrar, transfer agent, authenticating agent and paying agent (the "Registrar"). The effect of registration and the rights and duties of the City and the Registrar with respect thereto are as follows:

(a) Register. The Registrar must keep at its principal corporate trust office a bond register in which the Registrar provides for the registration of ownership of Bonds and the registration of transfers and exchanges of Bonds entitled to be registered, transferred or exchanged.

(b) Transfer of Bonds. Upon surrender for transfer of a Bond duly endorsed by the registered owner thereof or accompanied by a written instrument of transfer, in form 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 will authenticate and deliver, in the name of the designated transferee or transferees, one or more new Bonds of a like aggregate principal amount and maturity, as requested by the transferor. The Registrar may, however, close the books for registration of any transfer after the fifteenth day of the month preceding each interest payment date and until that interest payment date.

(c) Exchange of Bonds. When Bonds are surrendered by the registered owner for exchange the Registrar will authenticate and deliver one or more new Bonds of a like aggregate

principal amount and maturity as requested by the registered owner or the owner's attorney in writing.

(d) Cancellation. Bonds surrendered upon transfer or exchange will be promptly cancelled by the Registrar and thereafter disposed of as directed by the City.

(e) Improper or Unauthorized Transfer. When a Bond is presented to the Registrar for transfer, the Registrar may refuse to transfer the Bond until the Registrar is satisfied that the endorsement on the Bond or separate instrument of transfer is valid and genuine and that the requested transfer is legally authorized. The Registrar will incur no liability for the refusal, in good faith, to make transfers which it, in its judgment, deems improper or unauthorized.

(f) Persons Deemed Owners. The City and the Registrar may treat the person in whose name a Bond is registered in the bond register as the absolute owner of the Bond, whether the Bond is overdue or not, for the purpose of receiving payment of, or on account of, the principal of and interest on the Bond and for all other purposes, and payments so made to a registered owner or upon the owner's order will be valid and effectual to satisfy and discharge the liability upon the Bond to the extent of the sum or sums so paid.

(g) Taxes, Fees and Charges. The Registrar may impose a charge upon the owner thereof for a transfer or exchange of Bonds sufficient to reimburse the Registrar for any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange.

(h) Mutilated, Lost, Stolen or Destroyed Bonds. If a Bond becomes mutilated or is destroyed, stolen or lost, the Registrar will deliver a new Bond of like amount, number, maturity date and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen or lost, upon the payment of the reasonable expenses and charges of the Registrar in connection therewith; and, in the case of a Bond destroyed, stolen or lost, upon filing with the Registrar of evidence satisfactory to it that the Bond was destroyed, stolen or lost, and of the ownership thereof, and upon furnishing to the Registrar an appropriate bond or indemnity in form, substance and amount satisfactory to it and as provided by law, in which both the City and the Registrar must be named as obligees. Bonds so surrendered to the Registrar will be cancelled by the Registrar and evidence of such cancellation must be given to the City. If the mutilated, destroyed, stolen or lost Bond has already matured or been called for redemption in accordance with its terms it is not necessary to issue a new Bond prior to payment.

2.04. Appointment of Initial Registrar. The City appoints U.S. Bank National Association, Saint Paul, Minnesota, as the initial Registrar. The Mayor and the City Administrator are authorized to execute and deliver, on behalf of the City, a contract with the Registrar. Upon merger or consolidation of the Registrar with another corporation, if the resulting corporation is a bank or trust company authorized by law to conduct such business, the resulting corporation is authorized to act as successor Registrar. The City agrees to pay the reasonable and customary charges of the Registrar for the services performed. The City reserves the right to remove the Registrar upon 30 days' notice and upon the appointment of a successor Registrar, in which event the predecessor Registrar must deliver all cash and Bonds in its possession to the successor Registrar and must deliver the bond register to the successor Registrar. On or before each principal or interest due date, without further order of this City Council, the Finance Director must transmit to the Registrar moneys sufficient for the payment of all principal and interest then due.

2.05. Execution, Authentication and Delivery. The Bonds will be prepared under the direction of the City Administrator and executed on behalf of the City by the signatures of the Mayor and the City Administrator, provided that those signatures may be printed, engraved or lithographed facsimiles of the

originals. If an officer whose signature or a facsimile of whose signature appears on the Bonds ceases to be such officer before the delivery of a Bond, that signature or facsimile will nevertheless be valid and sufficient for all purposes, the same as if the officer had remained in office until delivery. Notwithstanding such execution, a Bond will not be valid or obligatory for any purpose or entitled to any security or benefit under this resolution unless and until a certificate of authentication on the Bond has been duly executed by the manual signature of an authorized representative of the Registrar. Certificates of authentication on different Bonds need not be signed by the same representative. The executed certificate of authentication on a Bond is conclusive evidence that it has been authenticated and delivered under this resolution. When the Bonds have been so prepared, executed and authenticated, the City Administrator will deliver the same to the Purchaser upon payment of the purchase price in accordance with the contract of sale heretofore made and executed, and the Purchaser is not obligated to see to the application of the purchase price.

2.06. Temporary Bonds. The City may elect to deliver in lieu of printed definitive Bonds one or more typewritten temporary Bonds in substantially the form set forth in EXHIBIT B attached hereto, with such changes as may be necessary to reflect more than one maturity in a single temporary bond. Upon the execution and delivery of definitive Bonds the temporary Bonds will be exchanged therefor and cancelled.

Section 3. Form of Bond.

3.01. Execution of the Bonds. The Bonds will be printed or typewritten in substantially the form attached hereto as EXHIBIT B.

3.02. Approving Legal Opinion. The City Administrator is authorized and directed to obtain a copy of the proposed approving legal opinion of Kennedy & Graven, Chartered, Minneapolis, Minnesota, which is to be complete except as to dating thereof and cause the opinion to be printed on or accompany each Bond.

Section 4. Bonds; Security; Covenants.

4.01. Debt Service Fund. For the convenience and proper administration of the moneys to be borrowed and repaid on the Bonds, and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the General Obligation Refunding Bonds, Series 2017B Debt Service Fund (the "Debt Service Fund") to be administered and maintained by the Finance Director as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the City. The City will maintain the following accounts in the Debt Service Fund: the "Series 2006C Account," the "Series 2007A Account", the "Series 2008A Account", the "Series 2008B Account", and the "Series 2008C Account." Amounts in the Series 2006C Account are irrevocably pledged to the Series 2006C Refunding Bonds, amounts in the Series 2007A Account are irrevocably pledged to the Series 2007A Refunding Bonds, amounts in the Series 2008A Account are irrevocably pledged to the Series 2008A Refunding Bonds, amounts in the Series 2008B Account are irrevocably pledged to the Series 2008B Refunding Bonds, and amounts in the Series 2008C Account are irrevocably pledged to the Series 2008C Refunding Bonds.

(a) Series 2006C Account. There is hereby pledged and irrevocably appropriated and there will be credited to the Series 2006C Account of the Debt Service Fund: (i) proceeds of ad valorem taxes hereinafter levied for the payment of the Series 2006C Refunding Bonds and special assessments levied for the improvements financed with the proceeds of the Series 2006C Bonds pursuant to a levy made in the resolution authorizing the issuance and sale of the Series 2006C Bonds (the "Series 2006C Bonds Resolution"); (ii) a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Series 2006C Account in accordance with Section 1.03 hereof; (iii) all investment earnings on funds in the Series 2006C Account; and (iv) any and all other moneys which are

properly available and are appropriated by the City Council to the Debt Service Fund. The amount of any surplus remaining in the Debt Service Fund when the Bonds and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act. Any levies of ad valorem taxes pledged herein will not be cancelled except as permitted by Section 475.61, subdivision 3 of the Act.

(b) Series 2007A Account. There is hereby pledged and irrevocably appropriated and there will be credited to the Series 2007A Account of the Debt Service Fund: (i) proceeds of ad valorem taxes hereinafter levied for the payment of the Series 2007A Refunding Bonds and special assessments levied for the improvements financed with the proceeds of the Series 2007A Bonds pursuant to a levy made in the resolution authorizing the issuance and sale of the Series 2007A Bonds (the “Series 2007A Bonds Resolution”); (ii) a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Series 2007A Account in accordance with Section 1.03 hereof; (iii) all investment earnings on funds in the Series 2007A Account; and (iv) any and all other moneys which are properly available and are appropriated by the City Council to the Debt Service Fund. The amount of any surplus remaining in the Debt Service Fund when the Bonds and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act. Any levies of ad valorem taxes pledged herein will not be cancelled except as permitted by Section 475.61, subdivision 3 of the Act.

(c) Series 2008A Account. There is hereby pledged and irrevocably appropriated and there will be credited to the Series 2008A Account of the Debt Service Fund: (i) proceeds of tax increment revenues generated by existing development within the City’s Tax Increment Financing Districts No. 1-4 and No. 1-6 within the Project, hereinafter pledged to the payment of the Series 2008A Refunding Bonds (the “Series 2008A Refunding Bonds Pledged Tax Increment”) pursuant to the pledge made in the resolution authorizing the issuance and sale of the Series 2008A Bonds (the “Series 2008A Bonds Resolution”); (ii) a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Series 2008A Account in accordance with Section 1.03 hereof; (iii) all investment earnings on funds in the Series 2008A Account; and (iv) any and all other moneys which are properly available and are appropriated by the City Council to the Debt Service Fund. The amount of any surplus remaining in the Debt Service Fund when the Bonds and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act.

(d) Series 2008B Account. There is hereby pledged and irrevocably appropriated and there will be credited to the Series 2007A Account of the Debt Service Fund: (i) proceeds of ad valorem taxes hereinafter levied for the payment of the Series 2008B Refunding Bonds pursuant to a levy made in the resolution authorizing the issuance and sale of the Series 2008B Bonds (the “Series 2008B Bonds Resolution”); (ii) a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Series 2008B Account in accordance with Section 1.03 hereof; (iii) all investment earnings on funds in the Series 2008B Account; and (iv) any and all other moneys which are properly available and are appropriated by the City Council to the Debt Service Fund. The amount of any surplus remaining in the Debt Service Fund when the Bonds and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act. Any levies of ad valorem taxes pledged herein will not be cancelled except as permitted by Section 475.61, subdivision 3 of the Act.

(e) Series 2008C Account. There is hereby pledged and irrevocably appropriated and there will be credited to the Series 2007A Account of the Debt Service Fund: (i) proceeds of ad valorem taxes hereinafter levied for the payment of the Series 2008C Refunding Bonds and special assessments levied for the improvements financed with the proceeds of the Series 2008C Bonds pursuant to a levy made in the resolution authorizing the issuance and sale of the Series 2008C Bonds (the “Series 2008C Bonds Resolution”); (ii) a pro rata portion of amounts over the minimum purchase price paid by the Purchaser, to the extent designated for deposit in the Series 2008C Account in accordance with Section 1.03 hereof; (iii) all investment earnings on funds in the Series 2008C Account; and (iv) any and all other moneys which are

properly available and are appropriated by the City Council to the Debt Service Fund. The amount of any surplus remaining in the Debt Service Fund when the Bonds and interest thereon are paid will be used as provided in Section 475.61, subdivision 4 of the Act. Any levies of ad valorem taxes pledged herein will not be cancelled except as permitted by Section 475.61, subdivision 3 of the Act.

The Debt Service Fund will be maintained in the manner herein specified until all of the Refunded Bonds have been paid and until all of the Bonds and the interest thereon have been fully paid.

4.02. Refunding Fund. Proceeds of the Bonds, less the appropriations made in Section 4.01 hereof and less costs of issuance of the Bonds of \$ _____, will be deposited in a separate fund (the "Refunding Fund") to be used to redeem and prepay the Refunded Bonds. Any balance remaining in the Refunding Fund after the redemption of the Refunded Bonds shall be deposited in the accounts established in the Debt Service Fund on a pro rata basis.

4.03. Prior Debt Service Funds. The debt service funds heretofore established for each of the Refunded Bonds pursuant to the Series 2006C Bonds Resolution, the Series 2007A Bonds Resolution, the Series 2008A Bonds Resolution, the Series 2008B Bonds Resolution, and the Series 2008C Bonds Resolution (collectively, the "Prior Resolutions"), respectively, are hereby terminated, and all monies therein shall be transferred to the Debt Service Fund herein created.

4.04. General Obligation Pledge. For the prompt and full payment of the principal and interest on the Bonds, as the same respectively become due, the full faith, credit and taxing powers of the City will be and are hereby irrevocably pledged. If the balance in the Debt Service Fund is ever insufficient to pay all principal and interest then due on the Bonds and any other bonds payable therefrom, the deficiency will be promptly paid out of monies in the general fund of the City which are available for such purpose, and such general fund may be reimbursed with or without interest from the Debt Service Fund when a sufficient balance is available therein.

4.05. Pledge of Tax Increments. It is determined that the collection of Series 2008A Refunding Bonds Pledged Tax Increment for payment of principal and interest on the Series 2008A Refunding Bonds herein pledged will produce at least five percent in excess of the amount needed to meet, when due, the principal and interest payments on the Series 2008A Refunding Bonds and that no tax levy is needed at this time, with regard to the Series 2008 Refunding Bonds.

4.06. Pledge of Tax Levies.

(a) To provide moneys for payment of the principal and interest on the Series 2006C Refunding Bonds, the Series 2007A Refunding Bonds, the Series 2008B Refunding Bonds, and the Series 2008C Refunding Bonds, there is hereby levied a direct annual irrevocable ad valorem tax upon all of the taxable property in the City which will be spread upon the tax rolls and collected with and as part of other general taxes of the City. Such taxes will be credited to the Debt Service Fund above provided and will be in the years and in the amounts attached hereto as EXHIBIT C.

(b) The tax levies are such that if collected in full they, together with estimated collections of investment earnings, special assessments, and other revenues herein pledged for the payment of the Series 2006C Refunding Bonds, the Series 2007A Refunding Bonds, the Series 2008B Refunding Bonds, and the Series 2008C Refunding Bonds, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. The tax levies will be irrevocable so long as any of the Series 2006C Refunding Bonds, the Series 2007A Refunding Bonds, the Series 2008B Refunding Bonds, and the Series 2008C Refunding

Bonds are outstanding and unpaid, provided that the City reserves the right to reduce the levies in the manner and to the extent permitted by Section 475.61, subdivision 3 of the Act.

4.07. Cancellation of Prior Levies after Redemption Date. Following the payment in full of all outstanding principal of and interest on the Refunded Bonds on February 1, 2018 (the "Redemption Date"), the Finance Director is hereby directed to certify such fact to and request the County Auditor/Treasurer of Itasca County, Minnesota (the "County Auditor/Treasurer"), to cancel any and all tax levies for taxes payable in 2018 and thereafter made by the Prior Resolutions.

4.08. Prior Resolution Pledges. The pledges and covenants of the City made by the Prior Resolutions relating to the improvements financed and refinanced with the proceeds of the Refunded Bonds, the levy and collection of special assessments against property benefited by the improvements, and the pledge of tax increment revenues, are restated and confirmed in all respects. The provisions of the Prior Resolutions are hereby supplemented to the extent necessary to give full effect to the provisions hereof.

4.09. Filing of Resolution. The City Administrator is authorized and directed to file a certified copy of this resolution with the County Auditor/Treasurer and to obtain the certificate required by Section 475.63 of the Act.

Section 5. Refunding; Findings; Redemption of Refunded Bonds.

5.01. Purpose of Refunding. The Refunded Bonds consist of the City's Series 2006C Bonds, the Series 2007A Bonds, the Series 2008A Bonds, the Series 2008B Bonds, and the Series 2008C Bonds. The 2020 through 2022 maturities of the Series 2006C Bonds in the principal amount of \$620,000, the 2020 through 2023 maturities of the Series 2007A Bonds in the principal amount of \$680,000, the 2021 through 2034 maturities of the Series 2008A Bonds in the principal amount of \$705,000, the 2019 through 2024 maturities of the Series 2008B Bonds in the principal amount of \$455,000, and the 2019 through 2024 maturities of the Series 2008C Bonds in the principal amount of \$490,000 will be called for redemption on the Redemption Date. It is hereby found and determined that based upon information presently available from the City's financial advisor, the issuance of the Bonds, a portion of which will be used to redeem and prepay the Refunded Bonds, is consistent with covenants made with the holders of the Refunded Bonds.

5.02. Notices of Redemption. The Refunded Bonds maturing on February 1, 2018, and thereafter will be redeemed and prepaid on the Redemption Date in accordance with their terms and in accordance with the terms and conditions set forth in the forms of Notice of Call for Redemption attached hereto as EXHIBIT D, which terms and conditions are hereby approved and incorporated herein by reference. The registrars for the Refunded Bonds are authorized and directed to send a copy of the respective Notice of Call for Redemption to each registered holder of each of the Refunded Bonds.

Section 6. Authentication of Transcript.

6.01. City Proceedings and Records. The officers of the City are authorized and directed to prepare and furnish to the Purchaser and to the attorneys approving the Bonds, certified copies of proceedings and records of the City relating to the Bonds and to the financial condition and affairs of the City, and such other certificates, affidavits and transcripts as may be required to show the facts within their knowledge or as shown by the books and records in their custody and under their control, relating to the validity and marketability of the Bonds, and such instruments, including any heretofore furnished, may be deemed representations of the City as to the facts stated therein.

6.02. Certification as to Official Statement. The Mayor, City Administrator, and Finance Director are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.03. Other Certificates. The Mayor, City Administrator, and Finance Director are hereby authorized and directed to furnish to the Purchaser at the closing such certificates as are required as a condition of sale. Unless litigation shall have been commenced and be pending questioning the Bonds or the organization of the City or incumbency of its officers, at the closing the Mayor, City Administrator, and Finance Director shall also execute and deliver to the Purchaser a suitable certificate as to absence of material litigation, and the Finance Director shall also execute and deliver a certificate as to payment for and delivery of the Bonds.

6.04. Payment of Costs of Issuance. The City authorizes the Purchaser to forward the amount of Bond proceeds allocable to the payment of issuance expenses to KleinBank, Chaska, Minnesota on the closing date for further distribution as directed by the City's municipal advisor, Ehlers & Associates, Inc.

Section 7. Tax Covenants.

7.01. Tax-Exempt Bonds. The City covenants and agrees with the holders from time to time of the Bonds that it will not take or permit to be taken by any of its officers, employees or agents any action which would cause the interest on the Bonds to become subject to taxation under the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury Regulations promulgated thereunder, in effect at the time of such actions, and that it will take or cause its officers, employees or agents to take, all affirmative action within its power that may be necessary to ensure that such interest will not become subject to taxation under the Code and applicable Treasury Regulations, as presently existing or as hereafter amended and made applicable to the Bonds.

7.02. Rebate – Six-Month Spending Exception to Rebate. The City expects to allocate the gross proceeds of the Bonds (exclusive of funds held in a bona fide debt service fund) to expenditures within six (6) months from the date of issuance of the Bonds. Therefore, the City expects to qualify for a spending exception with respect to the rebate requirements under Section 148(f) of the Code and does not expect to be required to make rebate payments to the United States pursuant to the terms of Section 148(f) of the Code and applicable Regulations.

In the event the City does not satisfy the requirements of the six-month spending exception to the rebate requirements or does not satisfy any other spending exception or other exception to rebate set forth in Section 148(f) of the Code or applicable Regulations, the City will pay any required rebate to the United States from investment earnings or other funds of the City.

7.03. Not Private Activity Bonds. The City further covenants not to use the proceeds of the Bonds or to cause or permit them or any of them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

7.04. Qualified Tax-Exempt Obligations. In order to qualify the Bonds as "qualified tax-exempt obligations" within the meaning of Section 265(b)(3) of the Code, the City makes the following factual statements and representations:

- (a) the Bonds are not "private activity bonds" as defined in Section 141 of the Code;

(b) the City hereby designates the Bonds as “qualified tax-exempt obligations” for purposes of Section 265(b)(3) of the Code;

(c) the reasonably anticipated amount of tax-exempt obligations (other than private activity bonds which are not qualified 501(c)(3) bonds) which will be issued by the City (and all subordinate entities of the City) during calendar year 2013 will not exceed \$10,000,000; and

(d) not more than \$10,000,000 of obligations issued by the City during calendar year 2013 have been designated for purposes of Section 265(b)(3) of the Code.

7.05. Procedural Requirements. The City will use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designations made by this section.

Section 8. Book-Entry System; Limited Obligation of City.

8.01. The Depository Trust Company. The Bonds will be initially issued in the form of a separate single typewritten or printed fully registered Bond for each of the maturities set forth in Section 1.04 hereof. Upon initial issuance, the ownership of each such Bond will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York, and its successors and assigns (“DTC”). Except as provided in this section, all of the outstanding Bonds will be registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC.

8.02. Participants. With respect to Bonds registered in the registration books kept by the Registrar in the name of Cede & Co., as nominee of DTC, the City, the Registrar and the Paying Agent will have no responsibility or obligation to any broker dealers, banks and other financial institutions from time to time for which DTC holds Bonds as securities depository (the “Participants”) or to any other person on behalf of which a Participant holds an interest in the Bonds, including but not limited to any responsibility or obligation with respect to (i) the accuracy of the records of DTC, Cede & Co. or any Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any Participant or any other person (other than a registered owner of Bonds, as shown by the registration books kept by the Registrar), of any notice with respect to the Bonds, including any notice of redemption, or (iii) the payment to any Participant or any other person, other than a registered owner of Bonds, of any amount with respect to principal of, premium, if any, or interest on the Bonds. The City, the Registrar and the Paying Agent may treat and consider the person in whose name each Bond is registered in the registration books kept by the Registrar as the holder and absolute owner of such Bond for the purpose of payment of principal, premium and interest with respect to such Bond, for the purpose of registering transfers with respect to such Bonds, and for all other purposes. The Paying Agent will pay all principal of, premium, if any, and interest on the Bonds only to or on the order of the respective registered owners, as shown in the registration books kept by the Registrar, and all such payments will be valid and effectual to fully satisfy and discharge the City’s obligations with respect to payment of principal of, premium, if any, or interest on the Bonds to the extent of the sum or sums so paid. No person other than a registered owner of Bonds, as shown in the registration books kept by the Registrar, will receive a certificated Bond evidencing the obligation of this resolution. Upon delivery by DTC to the City Administrator of a written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the words “Cede & Co.” will refer to such new nominee of DTC; and upon receipt of such a notice, the City Administrator will promptly deliver a copy of the same to the Registrar and Paying Agent.

8.03. Representation Letter. The City has heretofore executed and delivered to DTC a Blanket Issuer Letter of Representations (the “Representation Letter”) which shall govern payment of principal of, premium, if any, and interest on the Bonds and notices with respect to the Bonds. Any Paying Agent or Registrar subsequently appointed by the City with respect to the Bonds will agree to take all action necessary

for all representations of the City in the Representation Letter with respect to the Registrar and Paying Agent, respectively, to be complied with at all times.

8.04. Transfers Outside Book-Entry System. In the event the City, by resolution of the City Council, determines that it is in the best interests of the persons having beneficial interests in the Bonds that they be able to obtain Bond certificates, the City will notify DTC, whereupon DTC will notify the Participants, of the availability through DTC of Bond certificates. In such event the City will issue, transfer and exchange Bond certificates as requested by DTC and any other registered owners in accordance with the provisions of this Resolution. DTC may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the City and discharging its responsibilities with respect thereto under applicable law. In such event, if no successor securities depository is appointed, the City will issue and the Registrar will authenticate Bond certificates in accordance with this resolution and the provisions hereof will apply to the transfer, exchange and method of payment thereof.

8.05. Payments to Cede & Co. Notwithstanding any other provision of this resolution to the contrary, so long as a Bond is registered in the name of Cede & Co., as nominee of DTC, payments with respect to principal of, premium, if any, and interest on the Bond and notices with respect to the Bond will be made and given, respectively in the manner provided in DTC's Operational Arrangements, as set forth in the Representation Letter.

Section 9. Continuing Disclosure.

9.01. Execution of Continuing Disclosure Certificate. "Continuing Disclosure Certificate" means that certain Continuing Disclosure Certificate executed by the Mayor and City Administrator and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

9.02. City Compliance with Provisions of Continuing Disclosure Certificate. The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Certificate. Notwithstanding any other provision of this resolution, failure of the City to comply with the Continuing Disclosure Certificate is not to be considered an event of default with respect to the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this section.

Section 10. Defeasance. When all Bonds and all interest thereon have been discharged as provided in this section, all pledges, covenants and other rights granted by this resolution to the holders of the Bonds will cease, except that the pledge of the full faith and credit of the City for the prompt and full payment of the principal of and interest on the Bonds will remain in full force and effect. The City may discharge all Bonds which are due on any date by depositing with the Registrar on or before that date a sum sufficient for the payment thereof in full. If any Bond should not be paid when due, it may nevertheless be discharged by depositing with the Registrar a sum sufficient for the payment thereof in full with interest accrued to the date of such deposit.

(The remainder of this page is intentionally left blank.)

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

and the following voted against the same:

whereupon said resolution was declared duly passed and adopted.

EXHIBIT A

PROPOSALS

EXHIBIT B
FORM OF BOND

No. R-_____ UNITED STATES OF AMERICA \$ _____
STATE OF MINNESOTA
COUNTY OF ITASCA
CITY OF GRAND RAPIDS

GENERAL OBLIGATION IMPROVEMENT REFUNDING BOND
SERIES 2017B

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	February 1, 20__	December 28, 2017	

Registered Owner: Cede & Co.

The City of Grand Rapids, Minnesota, a duly organized and existing municipal corporation in Itasca County, Minnesota (the "City"), acknowledges itself to be indebted and for value received promises to pay to the Registered Owner specified above or registered assigns, the principal sum of \$_____ on the maturity date specified above, with interest thereon from the date hereof at the annual rate specified above, payable February 1 and August 1 in each year, commencing August 1, 2018, to the person in whose name this Bond is registered at the close of business on the fifteenth day (whether or not a business day) of the immediately preceding month. The interest hereon and, upon presentation and surrender hereof, the principal hereof are payable in lawful money of the United States of America by check or draft by U.S. Bank National Association, Saint Paul, Minnesota, as Registrar, Paying Agent, Transfer Agent and Authenticating Agent, or its designated successor under the Resolution described herein. For the prompt and full payment of such principal and interest as the same respectively become due, the full faith and credit and taxing powers of the City have been and are hereby irrevocably pledged.

The City may elect on February 1, 2027, and on any day thereafter to prepay Bonds due on or after February 1, 2028. Redemption may be in whole or in part and if in part, at the option of the City and in such manner as the City will determine. If less than all Bonds of a maturity are called for redemption, the City will notify The Depository Trust Company ("DTC") of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. Prepayments will be at a price of par plus accrued interest.

This Bond is one of an issue in the aggregate principal amount of \$_____ all of like original issue date and tenor, except as to number, maturity date, and interest rate, all issued pursuant to a resolution adopted by the City Council on December 11, 2017 (the "Resolution"), for the purpose of providing money to redeem and prepay on February 1, 2018 (the "Redemption Date") certain general obligation bonds of the City, pursuant to and in full conformity with the Constitution and laws of the State of Minnesota, including Minnesota Statutes, Chapters 429, 469, and 475, as amended, specifically Sections 469.178, 475.58, and 475.67. Principal hereof and interest hereon are payable from special assessments, tax increment revenues, and ad valorem taxes, as set forth in the Resolution to which reference is made for a full statement of rights

and powers thereby conferred. The full faith and credit of the City are irrevocably pledged for payment of this Bond and the City Council has obligated itself to levy additional ad valorem taxes on all taxable property in the City in the event of any deficiency in ad valorem taxes, special assessments, and tax increment revenues pledged, which taxes may be levied without limitation as to rate or amount. The Bonds of this series are issued only as fully registered Bonds in denominations of \$5,000 or any integral multiple thereof of single maturities.

The City Council has designated the issue of Bonds of which this Bond forms a part as “qualified tax-exempt obligations” within the meaning of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) relating to disallowance of interest expense for financial institutions and within the \$10 million limit allowed by the Code for the calendar year of issue.

As provided in the Resolution and subject to certain limitations set forth therein, this Bond is transferable upon the books of the City at the principal office of the Registrar, by the registered owner hereof in person or by the owner’s attorney duly authorized in writing, upon surrender hereof together with a written instrument of transfer satisfactory to the Registrar, duly executed by the registered owner or the owner’s attorney; and may also be surrendered in exchange for Bonds of other authorized denominations. Upon such transfer or exchange the City will cause a new Bond or Bonds to be issued in the name of the transferee or registered owner, of the same aggregate principal amount, bearing interest at the same rate and maturing on the same date, subject to reimbursement for any tax, fee or governmental charge required to be paid with respect to such transfer or exchange.

The City and the Registrar may deem and treat the person in whose name this Bond is registered as the absolute owner hereof, whether this Bond is overdue or not, for the purpose of receiving payment and for all other purposes, and neither the City nor the Registrar will be affected by any notice to the contrary.

IT IS HEREBY CERTIFIED, RECITED, COVENANTED AND AGREED 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 preliminary to and in the issuance of this Bond in order to make it a valid and binding general obligation of the City in accordance with its terms, have been done, do exist, have happened and have been performed as so required, and that the issuance of this Bond does not cause the indebtedness of the City to exceed any constitutional or statutory limitation of indebtedness.

This Bond is not valid or obligatory for any purpose or entitled to any security or benefit under the Resolution until the Certificate of Authentication hereon has been executed by the Registrar by manual signature of one of its authorized representatives.

IN WITNESS WHEREOF, the City of Grand Rapids, Itasca County, Minnesota, by its City Council, has caused this Bond to be executed on its behalf by the facsimile or manual signatures of the Mayor and City Administrator and has caused this Bond to be dated as of the date set forth below.

Dated: December 28, 2017

CITY OF GRAND RAPIDS, MINNESOTA

(Facsimile)
Mayor

(Facsimile)
City Administrator

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds delivered pursuant to the Resolution mentioned within.

U.S. BANK NATIONAL ASSOCIATION

By _____
Its Authorized Officer

ABBREVIATIONS

The following abbreviations, when used in the inscription on the face of this Bond, will be construed as though they were written out in full according to applicable laws or regulations:

TEN COM -- as tenants in common

UNIF GIFT MIN ACT

_____ Custodian _____
(Cust) (Minor)

TEN ENT -- as tenants by entireties

under Uniform Gifts or Transfers to Minors
Act, State of _____

JT TEN -- as joint tenants with right of
survivorship and not as tenants in common

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto _____ the within Bond and all rights thereunder, and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration of the within Bond, with full power of substitution in the premises.

Dated: _____

Notice: The assignor's signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or any change whatever.

Signature Guaranteed:

NOTICE: Signature(s) must be guaranteed by a financial institution that is a member of the Securities Transfer Agent Medallion Program (“STAMP”), the Stock Exchange Medallion Program (“SEMP”), the New York Stock Exchange, Inc. Medallion Signatures Program (“MSP”) or other such “signature guarantee program” as may be determined by the Registrar in addition to, or in substitution for, STAMP, SEMP or MSP, all in accordance with the Securities Exchange Act of 1934, as amended.

The Registrar will not effect transfer of this Bond unless the information concerning the assignee requested below is provided.

Name and Address: _____

(Include information for all joint owners if this Bond is held by joint account.)

Please insert social security or other identifying number of assignee

PROVISIONS AS TO REGISTRATION

The ownership of the principal of and interest on the within Bond has been registered on the books of the Registrar in the name of the person last noted below.

<u>Date of Registration</u>	<u>Registered Owner</u>	<u>Signature of Officer of Registrar</u>
_____	Cede & Co. Federal ID #13-2555119	_____

EXHIBIT C

TAX LEVY SCHEDULES

Tax Levy Schedule for Series 2006C Refunding Bonds

<u>YEAR *</u>	<u>TAX LEVY</u>
---------------	-----------------

** Year tax levy collected.*

Tax Levy Schedule for Series 2007A Refunding Bonds

<u>YEAR *</u>	<u>TAX LEVY</u>
---------------	-----------------

** Year tax levy collected.*

Tax Levy Schedule for Series 2008B Refunding Bonds

<u>YEAR *</u>	<u>TAX LEVY</u>
---------------	-----------------

** Year tax levy collected.*

Tax Levy Schedule for Series 2008C Refunding Bonds

<u>YEAR *</u>	<u>TAX LEVY</u>
---------------	-----------------

** Year tax levy collected.*

EXHIBIT D-1

**NOTICE OF CALL FOR REDEMPTION FOR
SERIES 2006C BONDS**

\$2,505,000
CITY OF GRAND RAPIDS, MINNESOTA
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2006C

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Grand Rapids, Itasca County, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2018

all outstanding bonds of the City designated as General Obligation Improvement Bonds, Series 2006C, dated as of October 1, 2006, having stated maturity dates of February 1 in the years 2020 through 2022, both inclusive, totaling \$620,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2020	\$320,000	386334 K96
2022	300,000	386334 L38

The bonds are being called at a price of par plus accrued interest to February 1, 2018, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of U.S. Bank National Association, Saint Paul, Minnesota, on or before February 1, 2018, at the following address:

If by mail:

U.S. Bank National Association
Corporate Trust Services
111 Fillmore Avenue East
St. Paul, MN 55107

If by hand or overnight:

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
Bond Drop Window, 1st Floor
St. Paul, MN 55107

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2003, the City is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any Bonds subject to redemption and prepayment on the Redemption Date, unless the City is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. December 2011), will satisfy the requirements of this paragraph.

Additional information may be obtained from:

U.S. Bank National Association
Corporate Trust Division
Bondholder Services (800) 525-8574

Dated: _____.

BY ORDER OF THE CITY COUNCIL

By /s/ Kimberly Johnson-Gibeau
City Clerk
City of Grand Rapids, Minnesota

EXHIBIT D-2

**NOTICE OF CALL FOR REDEMPTION FOR
SERIES 2007A BONDS**

\$1,775,000
CITY OF GRAND RAPIDS, MINNESOTA
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2007A

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Grand Rapids, Itasca County, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2018

all outstanding bonds of the City designated as General Obligation Improvement Bonds, Series 2007A, dated as of September 1, 2007, having stated maturity dates of February 1 in the years 2020 through 2023, both inclusive, totaling \$680,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2020	\$260,000	386334 M78
2023	420,000	386334 N28

The bonds are being called at a price of par plus accrued interest to February 1, 2018, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of U.S. Bank National Association, Saint Paul, Minnesota, on or before February 1, 2018, at the following address:

If by mail:

U.S. Bank National Association
Corporate Trust Services
111 Fillmore Avenue East
St. Paul, MN 55107

If by hand or overnight:

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
Bond Drop Window, 1st Floor
St. Paul, MN 55107

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2003, the City is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any Bonds subject to redemption and prepayment on the Redemption Date, unless the City is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. December 2011), will satisfy the requirements of this paragraph.

Additional information may be obtained from:

U.S. Bank National Association
Corporate Trust Division
Bondholder Services (800) 525-8574

Dated: _____.

BY ORDER OF THE CITY COUNCIL

By /s/ Kimberly Johnson-Gibeau
City Clerk
City of Grand Rapids, Minnesota

EXHIBIT D-3
NOTICE OF CALL FOR REDEMPTION FOR
SERIES 2008A BONDS

\$850,000
CITY OF GRAND RAPIDS, MINNESOTA
GENERAL OBLIGATION TAX INCREMENT BONDS
SERIES 2008A

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Grand Rapids, Itasca County, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2018

all outstanding bonds of the City designated as General Obligation Tax Increment Bonds, Series 2008A, dated as of August 1, 2008, having stated maturity dates of February 1 in the years 2021 through 2034, both inclusive, totaling \$705,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2021	\$ 80,000	386334 R40
2025	140,000	386334 R81
2028	130,000	386334 S31
2034	355,000	386334 S98

The bonds are being called at a price of par plus accrued interest to February 1, 2018, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of U.S. Bank National Association, Saint Paul, Minnesota, on or before February 1, 2018, at the following address:

If by mail:

U.S. Bank National Association
Corporate Trust Services
111 Fillmore Avenue East
St. Paul, MN 55107

If by hand or overnight:

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
Bond Drop Window, 1st Floor
St. Paul, MN 55107

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2003, the City is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any Bonds subject to redemption and prepayment on the Redemption Date, unless the City is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. December 2011), will satisfy the requirements of this paragraph.

Additional information may be obtained from:

U.S. Bank National Association
Corporate Trust Division

Bondholder Services (800) 525-8574

Dated: _____.

BY ORDER OF THE CITY COUNCIL

By /s/ Kimberly Johnson-Gibeau
City Clerk
City of Grand Rapids, Minnesota

EXHIBIT D-4

**NOTICE OF CALL FOR REDEMPTION FOR
SERIES 2008B BONDS**

\$1,010,000
CITY OF GRAND RAPIDS, MINNESOTA
GENERAL OBLIGATION STREET RECONSTRUCTION BONDS
SERIES 2008B

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Grand Rapids, Itasca County, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2018

all outstanding bonds of the City designated as General Obligation Street Reconstruction Bonds, Series 2008B, dated as of November 1, 2008, having stated maturity dates of February 1 in the years 2019 through 2024, both inclusive, totaling \$455,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2019	\$ 70,000	386334 U38
2021	145,000	386334 U53
2024	240,000	386334 U87

The bonds are being called at a price of par plus accrued interest to February 1, 2018, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of U.S. Bank National Association, Saint Paul, Minnesota, on or before February 1, 2018, at the following address:

If by mail:

U.S. Bank National Association
Corporate Trust Services
111 Fillmore Avenue East
St. Paul, MN 55107

If by hand or overnight:

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
Bond Drop Window, 1st Floor
St. Paul, MN 55107

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2003, the City is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any Bonds subject to redemption and prepayment on the Redemption Date, unless the City is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. December 2011), will satisfy the requirements of this paragraph.

Additional information may be obtained from:

U.S. Bank National Association
Corporate Trust Division

Bondholder Services (800) 525-8574

Dated: _____.

BY ORDER OF THE CITY COUNCIL

By /s/ Kimberly Johnson-Gibeau
City Clerk
City of Grand Rapids, Minnesota

EXHIBIT D-5

**NOTICE OF CALL FOR REDEMPTION FOR
SERIES 2008C BONDS**

\$1,145,000
CITY OF GRAND RAPIDS, MINNESOTA
GENERAL OBLIGATION IMPROVEMENT BONDS
SERIES 2008C

NOTICE IS HEREBY GIVEN that, by order of the City Council of the City of Grand Rapids, Itasca County, Minnesota (the "City"), there have been called for redemption and prepayment on

February 1, 2018

all outstanding bonds of the City designated as General Obligation Improvement Bonds, Series 2008C, dated as of November 1, 2008, having stated maturity dates of February 1 in the years 2019 through 2024, both inclusive, totaling \$490,000 in principal amount, and with the following CUSIP numbers:

<u>Year of Maturity</u>	<u>Amount</u>	<u>CUSIP Number</u>
2019	\$ 80,000	386334 W28
2021	160,000	386334 W44
2024	250,000	386334 W77

The bonds are being called at a price of par plus accrued interest to February 1, 2018, on which date all interest on said bonds will cease to accrue. Holders of the bonds hereby called for redemption are requested to present their bonds for payment at the main office of U.S. Bank National Association, Saint Paul, Minnesota, on or before February 1, 2018, at the following address:

If by mail:

U.S. Bank National Association
Corporate Trust Services
111 Fillmore Avenue East
St. Paul, MN 55107

If by hand or overnight:

U.S. Bank National Association
60 Livingston Avenue
EP-MN-WS3C
Bond Drop Window, 1st Floor
St. Paul, MN 55107

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2003, the City is required to withhold a specified percentage of the principal amount of the redemption price payable to the holder of any Bonds subject to redemption and prepayment on the Redemption Date, unless the City is provided with the Social Security Number or Federal Employer Identification Number of the holder, properly certified. Submission of a fully executed Request for Taxpayer Identification Number and Certification, Form W-9 (Rev. December 2011), will satisfy the requirements of this paragraph.

Additional information may be obtained from:

U.S. Bank National Association
Corporate Trust Division

Bondholder Services (800) 525-8574

Dated: _____.

BY ORDER OF THE CITY COUNCIL

By /s/ Kimberly Johnson-Gibeau
City Clerk
City of Grand Rapids, Minnesota

STATE OF MINNESOTA)
)
COUNTY OF ITASCA) SS.
)
CITY OF GRAND RAPIDS)

I, the undersigned, being the duly qualified and acting City Clerk of the City of Grand Rapids, Minnesota (the "City"), do hereby certify that I have carefully compared the attached and foregoing extract of minutes of a regular meeting of the City Council of the City held on December 11, 2017, with the original minutes on file in my office and the extract is a full, true and correct copy of the minutes insofar as they relate to the issuance and sale of the City's General Obligation Refunding Bonds, Series 2017B, in the original aggregate principal amount of \$_____.

WITNESS My hand officially as such City Clerk and the corporate seal of the City this ____ day of _____, 2013.

(SEAL)

City Clerk
City of Grand Rapids, Minnesota

STATE OF MINNESOTA
COUNTY OF ITASCA

CERTIFICATE OF COUNTY AUDITOR/
TREASURER AS TO TAX LEVY AND
REGISTRATION

I, the undersigned County Auditor/Treasurer of Itasca County, Minnesota, hereby certify that a certified copy of a resolution adopted by the governing body of the City of Grand Rapids, Minnesota (the "City"), on December 11, 2017, levying taxes for the payment of the City's General Obligation Refunding Bonds, Series 2017B, issued in the original aggregate principal amount of \$_____, dated December 28, 2017, has been filed in my office and said bonds have been entered on the register of obligations in my office and that such tax has been levied as required by law.

WITNESS My hand and official seal this ____ day of _____, 2013.

County Auditor/Treasurer
Itasca County, Minnesota

(SEAL)

By _____
Deputy



CITY OF GRAND RAPIDS

Legislation Details (With Text)

File #: 17-0860 **Version:** 1 **Name:** 2017 Levy Payable 2018, and 2018 Budgets
Type: Agenda Item **Status:** Finance
File created: 11/22/2017 **In control:** City Council
On agenda: 12/11/2017 **Final action:**
Title: Consider approving resolutions adopting the following:
*2017 Tax Levy Payable 2018, the 2018 General Fund Revenue and Expenditure Budget,
*2018 Special Revenue Fund Budgets,
*2018 Enterprise Fund Budgets

Sponsors:

Indexes:

Code sections:

Attachments: [Final Levy Resolutions 12 11 17.pdf](#)

Date	Ver.	Action By	Action	Result
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Consider approving resolutions adopting the following:

- *2017 Tax Levy Payable 2018, the 2018 General Fund Revenue and Expenditure Budget,
- *2018 Special Revenue Fund Budgets,
- *2018 Enterprise Fund Budgets

Background Information:

The City Council and staff have been working on the 2018 budgets since early 2017. The 2017 tax levy payable in 2018 and the City budgets were discussed at the public forum on Monday, December 4, 2017.

We are requesting the Council adopt the resolutions listed to approve a tax levy for 2017 payable in 2018 and the 2018 budgets for the General Fund, Special Revenue Funds, and the Enterprise Funds.

Requested City Council Action

Make a motion approving resolutions adopting the following:

- *2017 Tax Levy Payable 2018, the 2018 General Fund Revenue and Expenditure Budget,
- *2018 Special Revenue Fund Budgets for the Library, Cemetery, Grand Rapids Economic Development Authority, Civic Center, Grand Rapids/Itasca County Airport, Recreation Programs, Police Forfeiture Fund, Haz-Mat Response Fund, Domestic Animal Control Facility, and Central School,
- *2018 Enterprise Fund Budgets for the Pokegama Golf Course and the Storm Water Utility Funds.

Councilmember introduced the following resolution and moved for its adoption:

RESOLUTION NO. 17-

A RESOLUTION APPROVING THE FINAL 2017 TAX LEVY
PAYABLE IN 2018

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 2017 collectible in 2018, upon the taxable property in the City of Grand Rapids, for the following purposes:

General Fund	\$4,575,478
Library Fund	702,687
Cemetery	198,575
Internal Loan-Public Works Equipment	175,000
Abatement Levies	25,000
GREDA	60,000
2007A Improvement Bonds	118,271
2008B GO Reconstruction Bonds	77,981
2008C Improvement Bonds	70,899
2008C Improvement Bonds-special levy	2,124
2009C Improvement Bonds	308,290
2009D Equipment Bonds	144,581
2010 Debt Study Reduction	(57,500)
2010A Improvement Bonds	8,073
2011B Improvement Bonds	54,054
2012 Improvement Bonds	133,857
2013A Refunding Bonds	103,676
2013B Reconstruction Bonds	110,350
2014A Reconstruction Bonds	279,393
2016A Reconstruction Bonds	152,389
2017A Reconstruction Bonds	<u>165,000</u>
TOTAL LEVY TO BE CERTIFIED	<u>\$7,408,178</u>

Adopted this 11th day of December 2017.

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. 17-

A RESOLUTION ADOPTING THE 2018
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 2018:

REVENUES

Taxes	\$4,575,478
Payment in Lieu of Taxes	903,000
Licenses and Permits	276,200
Intergovernmental	2,051,777
Charges for Services	1,056,327
Fines and Forfeits	73,500
Miscellaneous Revenue	44,600
Other Financing Sources	<u>3,500</u>
TOTAL REVENUE	<u>\$8,984,382</u>

EXPENDITURES

Administration	\$ 619,270
Building Maintenance	252,755
Community Development	479,464
Council/Boards	87,718
Engineering	348,672
Finance	511,811
Fire	691,863
Fleet Maintenance	278,196
Information Technology	273,168
Police	2,983,517
Public Works	1,564,806
Recreation	132,505
City Wide	230,550
Transfers	442,587
Fund Balance Payback	<u>87,500</u>
TOTAL EXPENDITURES	<u>\$8,984,382</u>

Adopted this 11th day of December 2017.

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. 17-

A RESOLUTION ADOPTING THE 2018 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 2018:

REVENUES:	
Taxes	\$702,687
Intergovernmental	128,000
Charges for Services	37,382
Fines & Forfeits	11,000
Miscellaneous	<u>17,800</u>
TOTAL REVENUES	<u>\$896,869</u>
EXPENDITURES:	
Personnel	\$656,469
Supplies and Materials	96,300
Other Charges and Services	<u>144,100</u>
TOTAL EXPENDITURES	<u>\$896,869</u>
Revenue over Expenditures	<u>\$ 0</u>

Adopted this 11th day of December 2017.

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 17-

A RESOLUTION ADOPTING THE 2018 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 2018:

REVENUES:

Taxes	\$198,575
Charges for Services	36,700
Miscellaneous	<u>1,750</u>
Total Revenue	<u>\$237,025</u>

EXPENDITURES:

Personnel	\$178,425
Supplies & Materials	13,700
Other Charges	<u>44,900</u>
Total Expenditures	<u>\$237,025</u>

EXCESS REVENUE OVER EXPENDITURES \$ 0

Adopted this 11th day of December 2017.

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 17-

A RESOLUTION ADOPTING THE 2018 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 2018:

REVENUES:

Miscellaneous	\$ 81,150
Operating Transfer In	<u>26,070</u>

Total Revenue	<u>\$ 107,220</u>
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EXPENDITURES:

Supplies & Materials	\$ 3,500
Other Charges	98,320
Capital Reserve	<u>5,400</u>

Total Expenditures	<u>\$107,220</u>
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EXCESS REVENUE OVER EXPENDITURES	<u><u>\$ 0</u></u>
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Adopted this 11th day of December 2017.

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 17-

A RESOLUTION ADOPTING THE SPECIAL REVENUE FUND
ECONOMIC DEVELOPMENT AUTHORITY 2018 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 2018:

REVENUES:

Miscellaneous	<u>\$ 500</u>
Total Revenue	<u>\$ 500</u>

EXPENDITURES:

Supplies & Materials	\$ 50
Other Charges	<u>15,100</u>
Total Expenditures	<u>\$ 15,150</u>
Excess Revenue Over Expenditures	<u>\$(14,650)</u>
Fund Balance Usage	<u>\$ 14,650</u>

Adopted this 11th day of December, 2017.

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 17-

A RESOLUTION ADOPTING THE 2018 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 2018:

REVENUES:

Charges for Services	\$142,000
Miscellaneous	<u>640,900</u>
Total Revenue	<u>\$782,900</u>

EXPENDITURES:

Personnel	\$377,250
Supplies & Materials	94,700
Other Charges	<u>298,883</u>
Total Expenditures	<u>\$770,833</u>

EXCESS REVENUE OVER EXPENDITURES \$ 12,067

Adopted this 11th day of December 2017.

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 17-

A RESOLUTION ADOPTING THE 2018 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 2018:

REVENUES:

Intergovernmental	\$ 86,488
Charges for Services	4,800
Miscellaneous Revenue	110,882
Other Sources	<u>20,000</u>
Total Revenue	<u>\$222,170</u>

EXPENDITURES:

Personnel	\$ 86,401
Supplies & Materials	18,800
Other Charges	<u>116,969</u>
Total Expenditures	<u>\$222,170</u>

EXCESS REVENUE OVER EXPENDITURES	<u>\$ 0</u>
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Adopted this 11th day of December 2017.

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 17-

A RESOLUTION ADOPTING THE 2018 SPECIAL REVENUE FUND
RECREATION PROGRAMS 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 – Recreation Programs revenue and expenditures budget for 2018:

REVENUES:

Charges for Services	<u>\$69,000</u>
Total Revenue	<u>\$69,000</u>

EXPENDITURES:

Personnel	\$61,525
Supplies & Materials	2,900
Other Charges	<u>4,575</u>
Total Expenditures	<u>\$69,000</u>
Excess Revenue over Expenditures	<u>\$ 0</u>

Adopted this 11th day of December 2017.

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 17-

A RESOLUTION ADOPTING THE 2018 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 2018:

REVENUES:

Intergovernmental	\$14,000
Miscellaneous	<u>10,000</u>
Total Revenue	<u>\$24,000</u>

EXPENDITURES:

Supplies & Materials	11,200
Other Charges	<u>2,000</u>
Total Expenditures	<u>\$13,200</u>

EXCESS REVENUE OVER EXPENDITURES \$10,800

Adopted this 11th day of December 2017.

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 17-

A RESOLUTION ADOPTING THE 2018 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 2018:

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 11th day of December 2017.

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. 17-

A RESOLUTION ADOPTING THE 2018 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 2018:

REVENUES:	
Fines & Fees	\$ 36,880
Operating Transfer In	<u>30,648</u>
TOTAL REVENUES	<u>\$ 67,528</u>
EXPENDITURES:	
Personnel	\$ 44,183
Supplies and Materials	3,500
Other Charges and Services	<u>19,845</u>
TOTAL EXPENDITURES	<u>\$ 67,528</u>
EXCESS REVENUE OVER EXPENDITURES	<u><u>\$ 0</u></u>

Adopted this 11th day of December 2017.

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. 17-

A RESOLUTION ADOPTING THE 2018 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 2018:

REVENUES:	
Charges for Services	\$581,500
Miscellaneous Revenue	<u>25,700</u>
Total Revenues	<u>\$607,200</u>
EXPENSES:	
Personnel	\$275,553
Supplies and Materials	39,979
Other Charges and Services	233,457
Depreciation Expense	<u>122,000</u>
Total Expenses	<u>\$670,989</u>
Net Income/(Loss)	<u>\$ (63,789)</u>

Adopted this 11th day of December 2017.

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. 17-

A RESOLUTION ADOPTING THE 2018 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 2018:

REVENUES:	
Licenses & Permits	\$1,000
Charges for Services	712,900
Miscellaneous Revenue	<u>2,000</u>
Total Revenues	<u>\$715,900</u>
EXPENSES:	
Personnel	\$337,562
Supplies and Materials	54,500
Other Charges and Services	283,623
Depreciation Expense	<u>40,215</u>
Total Expenses	<u>\$715,900</u>
Net Income/(Loss)	<u>\$ -0-</u>

Adopted this 11th day of December, 2017.

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 #:	17-0908	Version:	1	Name:	Consider eliminating the Assistant Superintendent/Equipment Supervisor position at the Pokegama Golf Course.
Type:	Agenda Item	Status:			Administration Department
File created:	12/5/2017	In control:			City Council
On agenda:	12/11/2017	Final action:			
Title:	Consider eliminating the Assistant Superintendent/Equipment Supervisor position at the Pokegama Golf Course.				
Sponsors:					
Indexes:					
Code sections:					
Attachments:					

Date	Ver.	Action By	Action	Result
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Consider eliminating the Assistant Superintendent/Equipment Supervisor position at the Pokegama Golf Course.

Background Information:

The Pokegama Golf Course has had an Assistant Superintendent/Equipment Supervisor position for 30+ years; Gary Litchke has served in that capacity since that time. In that position, Mr. Litchke has performed a variety of maintenance duties on the buildings, grounds, vehicles, and equipment. Historically, he has worked March through November and is laid-off for the winter months of December, January and February. Due to budget constraints at the Golf Course, it is recommended that this seasonal full-time position be eliminated and the duties being absorbed with part-time employees and contract services.

Staff Recommendation:

City Administrator Tom Pagel, Finance Director Barb Baird, Human Resources Director Lynn DeGrio, and Director of Golf Bob Cahill are recommending eliminating the position of Assistant Superintendent/Equipment Supervisor due to budget constraints at the Pokegama Golf Course.

Requested City Council Action

Make a motion to eliminate the Assistant Superintendent/Equipment Supervisor position at the Pokegama Golf Course effective December 31, 2017 and change the status of Gary Litchke to permanent layoff.