



# CITY OF GRAND RAPIDS

## Meeting Agenda Full Detail City Council

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Monday, November 13, 2017

5:00 PM

City Hall Council Chambers

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**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, November 13, 2017 at 5:00 p.m. in City Hall Council Chambers, 420 North Pokegama Avenue, Grand Rapids, Minnesota.

### CALL OF ROLL

**5:01 PM PRESENTATIONS/PROCLAMATIONS**

17-0679 Presentation of winners for Indigenous Peoples Day essay contest - Human Rights Commission

### 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.*

**5:10 PM PUBLIC FORUM**

**5:15 PM COUNCIL REPORTS**

**5:17 PM APPROVAL OF MINUTES**

17-0777 Consider approving Council minutes for Monday, October 23, 2017 Worksession and Regular meetings.

**Attachments:** [October 23, 2017 Worksession.pdf](#)  
[October 23, 2017 Regular meeting.pdf](#)

### VERIFIED CLAIMS

17-0813 Consider approving the verified claims for the period October 17, 2017 to November 6, 2017 in the total amount of \$654,207.00.

**Attachments:** [COUNCIL BILL LIST 11-13-17.pdf](#)

**5:19 CONSENT AGENDA****PM**

*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.     17-0769     Consider entering in to a Master Agreement for Arbitrage Monitoring Services with Ehlers, Inc.  
**Attachments:**    Ehlers Arbitrage Agreement.pdf
  
2.     17-0780     Consider adopting a resolution accepting a donation of \$25.00 in the form of a gift card from Aldi grocery store from the Itasca Vintage Car Club to the Grand Rapids Police Department for the K-9 program  
**Attachments:**    PD It Vintage Car Club Res.pdf
  
3.     17-0782     Consider adopting a resolution ordering the Feasibility Report for CP 2011-3, 2018 Northeast Improvements Project  
**Attachments:**    11-13-17 Resolution CP 2011-3 Order Feasibility
  
4.     17-0785     Consider authorizing the Airport Lease Agreement effective as of the first day of January 2018, between the City of Grand Rapids and Airways Aviation Center, Inc. and authorize the signatures of the Mayor, City Clerk and City Attorney.  
**Attachments:**    2017 11-13 Signed Airways Aviation Lease
  
5.     17-0786     Consider approval of Amendment #2 to Airport Lease No. 11809 with State of Minnesota  
**Attachments:**    State of MN 11809 Amend 2 updated
  
6.     17-0789     Consider changing the original start date for the attached list of Public Works Department part-time winter maintenance employees for the 2017-2018 Snow Removal Season.  
**Attachments:**    2017 11-13 PT Winter Employee List - Start Date Change
  
7.     17-0792     Consider accepting a \$100 donation from Michele Statz and Bijan Warner to be used by the Grand Rapids Police Department to support holiday programs.  
**Attachments:**    Statz Donation Res.pdf
  
8.     17-0794     Consider waiving the statutory liability to the extent of the coverage purchased.  
**Attachments:**    Liability Coverage - Waiver Form
  
9.     17-0795     Consider the submittal of a grant request to the Blandin Foundation for improvements at Blandin Park located on the Mississippi River.  
**Attachments:**    City of Grand Rapids Application for Blandin Park Funding 2017.pdf
  
10.    17-0797     Consider extending the current Lease Agreement between the City of Grand Rapids

("Landlord") and Ray's Sport & Marine ("Tenant") for a Term of three (3) one year terms effective January 1, 2018 through December 31, 2020.

**Attachments:** [2018-20 11-13 Ray's LEASE AGREEMENT](#)

11. [17-0798](#) Consider approving the hiring of part-time employees at the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.
12. [17-0799](#) Considering authorizing staff to apply for a grant from the Minnesota Department of Public Safety
13. [17-0801](#) Consider approving purchase of a thermal imaging camera from Emergency Response Solutions
14. [17-0802](#) Consider approving a resolution accepting a donation of \$270.00 from Rebecca LaPlant for the Human Rights Indigenous People's Day Event.  
**Attachments:** [Indigenous People Donation.pdf](#)
15. [17-0804](#) Consider accepting the resignation of Karen Walker from the Arts & Culture Commission.  
**Attachments:** [Karen Walker - Resignation.pdf](#)
16. [17-0809](#) Consider the adoption of a resolution accepting a Small Cities Development Program (SCDP) \$878,720.00 grant from the Minnesota Dept. of Employment and Economic Development (DEED) for commercial and residential rehabilitation projects and authorize execution of the grant contract with DEED.  
**Attachments:** [Resolution accepting SCDP grant.pdf](#)  
[Grand Rapids Contract- encumbered.pdf](#)
17. [17-0810](#) Consider entering into a contract with the Itasca County HRA for the administration of the DEED Small Cities Development Program (SCDP) grant for a minimum of 10 commercial and 20 residential rehabilitation projects.  
**Attachments:** [ICHRA SCDP Grant Admin Contract.pdf](#)
18. [17-0812](#) Consider cost participating in a child care study to be conducted by the YMCA.
19. [17-0817](#) Consider approval of a Mortgage Subordination Agreement with First National Bank of Coleraine.  
**Attachments:** [Piskel Mortgage Subordination.pdf](#)

**5:21 PM SETTING OF REGULAR AGENDA**

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

**ACKNOWLEDGE BOARDS & COMMISSIONS**

20. 17-0814 Acknowledge minutes for Boards & Commissions.  
**Attachments:** [September 13, 2017 Library Board minutes.pdf](#)  
[September 20, 2017 HRA minutes.pdf](#)

**5:22 DEPARTMENT HEAD REPORT  
PM**

21. 17-0815 Golf Course - Bob Cahill, Director of Golf

**5:30 COMMUNITY DEVELOPMENT  
PM**

22. 17-0808 Consider the Planning Commission's recommendation regarding approval of a request to amend the Conditional Use Permit (CUP), granted by the City to Wal-Mart Stores Inc., for the construction of a Wal-Mart Supercenter located on Lot 1, Block 1, Plat of Wal-Mart Grand Rapids.  
**Attachments:** [Wal-Mart CUP Amendment: Site Maps & Ordinance Sections](#)  
[Planning Commission Draft Mtg. Minutes \(11/2/17\) & Past CUP Resolutions](#)  
[Wal-Mart CUP Amendment: DRAFT Resolution](#)  
[Wal-Mart CUP: Application & Plans \(color\)](#)  
[Wal-mart CUP: Site plans](#)

**5:35 FINANCE DEPARTMENT  
PM**

23. 17-0811 Consider adopting a Resolution Providing for the Sale of \$3,045,000 General Obligation Improvement Refunding Bonds, Series 2017B.  
**Attachments:** [Presale Report.Grand Rapids.2017B.pdf](#)  
[Call resolution.Grand Rapids.2017B.pdf](#)

**5:40 PUBLIC WORKS DEPARTMENT  
PM**

24. 17-0793 Consider authorizing Public Works Department to solicit quotes and accept low quote for demolition of hazardous building and clean up of property located at 3515 River Road.  
**Attachments:** [Court Order](#)  
[Aerial photo](#)  
[American Disposal 3515 River Road](#)  
[Trout Enterprises 3515 River Road](#)  
[Hammerlund Construction 3515 River Road](#)

**5:40 ADMINISTRATION DEPARTMENT  
PM**

25. 17-0768 Consider accepting notice of retirement from Michele Palkki, Administrative Assistant.

26. 17-0796 Consider accepting the resignation from Amanda MacDonell, Firefighter.

**Attachments:** MacDonell, Amanda resignation

**5:50 ADJOURNMENT  
PM**

*NEXT REGULAR MEETING IS SCHEDULED FOR NOVEMBER 13, 2017, 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  
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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0679      **Version:** 1      **Name:** Essay Contest winners  
**Type:** Agenda Item      **Status:** Filed  
**File created:** 9/11/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Presentation of winners for Indigenous Peoples Day essay contest - Human Rights Commission

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Received and Filed	

Presentation of winners for Indigenous Peoples Day essay contest - Human Rights Commission



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0777      **Version:** 1      **Name:** Council minutes  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 10/25/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider approving Council minutes for Monday, October 23, 2017 Worksession and Regular meetings.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [October 23, 2017 Worksession.pdf](#)  
[October 23, 2017 Regular meeting.pdf](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider approving Council minutes for Monday, October 23, 2017 Worksession and Regular meetings.

**Background Information:**

Draft minutes are attached for Council review.

**Staff Recommendation:**

Review and make corrections if necessary.

**Requested City Council Action**

Make a motion to approve Council minutes.



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council Work Session

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Monday, October 23, 2017

4:00 PM

Conference Room 2A

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**CALL TO ORDER: Pursuant to due notice and call thereof a Special Meeting/Worksession of the Grand Rapids City Council was held on Monday, October 23, 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

**Staff present:**

*Tom Pagel, Chad Sterle, Rob Mattei, Barb Baird, Steve Schaar, Matt Wegwerth, Marcia Anderson*

### Discussion Items

1. TIF Abatement Presentation

#### **Postponed**

2. Estimated Market Values, Tax Capacity and Fiscal Disparities Presentation - Itasca County Assessor and Auditor/Treasurer

*Amber Peratalo, Itasca County Assessor, provided background information on the process used to determine valuation and market value of properties and finding the taxable value. In 2023, a complete assessment of the entire city will be done every five years, as opposed to the current process of assessing 20% of City each year for five years.*

*Ms. Peratalo noted that although the County has seen a decrease in value in the last six year period, the City has seen an increase. Specifically noted was the large increase in 2015 due to new construction. The overall trend shows growth as there is an upturn in the economy.*

*Jeff Walker, County Auditor/Treasurer, discussed Minnesota tax in comparison to other states. Reveiwed process of determinig tax relief distribution for fiscal disparities. The City has approximately \$7.6 million in tax levy with an 8% tax rate. Abatements apply to specific development/parcels.*

*Best way to have positive impact is to continue to educate the public.*

**Received and Filed**



3. Review 5:00 PM Regular Meeting

*Upon review, the following changes were made to the Council agenda:*

- 1. Moved item #13 from regular agenda to #8a on Consent.*
- 2. Added request to enter agreement with Minnesota Energy Resources Corp. in reference to natural gas service at the IRA Civic Center as item #8b to Consent*
- 3. Moved item #12 from regular agenda to #8c on Consent.*

## **ADJOURN**

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

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



# CITY OF GRAND RAPIDS

## Minutes - Final - Draft City Council

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Monday, October 23, 2017

5:00 PM

City Hall Council Chambers

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**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, October 23, 2017 at 5:40 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, Barb Baird, Steve Schaar, Rob Mattei, Lynn DeGrio*

**5:01 PM PRESENTATIONS/PROCLAMATIONS**

National Hunger and Homelessness Awareness Month Proclamation

**Adopted**

### MEETING PROTOCOL POLICY

**5:02 PM PUBLIC FORUM**

*None.*

**5:07 PM COUNCIL REPORTS**

*Councilor Connelly updates Council on proposed Civic Center expansion project and survey developed for public input to be distributed in many different formats in an effort to reach all residents. Wednesday, November 8 at 6pm at the Civic Center is a public meeting. Collection of public input through November 30.*

*Mayor Adams, advises that Grand Rapids is hosting the Gov. Deer Hunting opener on November 2nd and there is an upcoming soup lunch fundraiser event and walk for homelessness at Grace House followed by chili feed.*

**5:10 APPROVAL OF MINUTES  
PM**

Consider approving Council minutes for Monday, October 9, 2017 Worksession & Regular meetings.

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

**5:11 VERIFIED CLAIMS  
PM**

Consider approving the verified claims for the period October 3, 2017 to October 16, 2017 in the total amount of \$805,809.40.

**A motion was made by Councilor Christy, seconded by Councilor Blake, 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

**5:13 CONSENT AGENDA  
PM**

1. Consider entering into an agreement with MacQueen Equipment Inc. to sell the City's 2013 SnoGo snowblower on consignment.  
**Approved by consent roll call**
2. Consider hiring the attached list of part-time winter maintenance workers for the 2017-2018 Snow Removal Season.  
**Approved by consent roll call**
3. Consider renewing liquor licenses for 2018, contingent upon receipt of all required documentation and fees.  
**Approved by consent roll call**
4. Consider approving temporary liquor license for Rotary Club of Grand Rapids event scheduled for Monday, December 4, 2017.  
**Approved by consent roll call**
5. Consider approving the hiring of part-time employees at the Grand Rapids Park and Recreation Department and the IRA Civic Center.

**Approved by consent roll call**

- 6. Consider entering into an agreement with an area business for advertising at the IRA Civic Center.

**Approved by consent roll call**

- 7. Consider changing the status of Dion Holcomb-Card, Library Public Services Clerk, from part-time to full-time.

**Approved by consent roll call**

- 8. Consider the renewal of the Group Vision Care Plan Renewal Agreement and Premium Collection Form.

**Approved by consent roll call**

- 8a. Consider entering into a Datacenter Rack Space Lease agreement with Itasca County and authorize the Mayor to sign related documents.

**Approved by consent roll call**

- 8b. Consider entering into Agreements with Minnesota Energy Resources Corporation.

**Approved by consent roll call**

- 8c. Consider entering into a shared services agreement with the Public Utilities Commission for Systems Management

**Approved by consent roll call**

**Approval of the Consent Agenda**

**A motion was made by Councilor Blake, seconded by Councilor Zeige, to approve the Consent agenda as amended. 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 SETTING OF REGULAR AGENDA  
PM**

**A motion was made by Councilor Tasha Connelly, seconded by Councilor Dale Christy, to approve the Regular agenda as amended. The motion PASSED by unanimous vote.**

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

- 9. Acknowledge approved minutes for Boards & Commissions.

*September 12, 2017 Residential Rental Licensing & Inspection Task Force  
September 13 & 29, 2017 PUC Minutes  
September 19 & October 3, 2017 Golf Board Minutes*

**Acknowledge Boards and Commissions**

**5:17 DEPARTMENT HEAD REPORT  
PM**

- 10. Department Head Report: Finance Department

*Finance Director Barb Baird provided semi annual report on finance activities, including activities with all other City departments.*

**Received and Filed**

**5:30 COMMUNITY DEVELOPMENT  
PM**

- 11. Consider approval of the preliminary plat of Pokegama Pines.

*Rob Mattei provided background information regarding proposed preliminary plat, location and zoning.*

**A motion was made by Councilor Christy, seconded by Councilor Zeige, approving preliminary plat of Pokegama Pines 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**

*Item moved to consent as 8c.*

**5:40 INFORMATION TECHNOLOGY  
PM**

*Item moved to Consent as 8a.*

**5:45 ADMINISTRATION DEPARTMENT  
PM**

14. Consider the appointment of Seth Jetland to the GIS Technician position.

*Ms. DeGrio explains that the official date of hire is pending the decision of the Bureau of Mediation in determining union status. If determined to be a Clerical Union position, effective date of hire will be October 24, 2017, or December 1, 2017 if it is determined that it does not meet criteria for union placement. Rate of pay will remain the same regardless.*

**A motion was made by Councilor Tasha Connelly, seconded by Councilor Rick Blake, to approve the appointment of Seth Jetland to the position of GIS Technician with effective date pending decision of Bureau of Mediation regarding union status of position. The motion PASSED by unanimous vote.**

**5:50 ADJOURNMENT  
PM**

**A motion was made by Councilor Tasha Connelly, seconded by Councilor Bill Zeige to adjourn the meeting at 6:12 PM. The motion PASSED by unanimous vote.**

*Respectfully submitted:*

*Kimberly Gibeau*  
Kimberly Gibeau, City Clerk



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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0813      **Version:** 1      **Name:** VERIFIED CLAIMS  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/9/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider approving the verified claims for the period October 17, 2017 to November 6, 2017 in the total amount of \$654,207.00.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [COUNCIL BILL LIST 11-13-17.pdf](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider approving the verified claims for the period October 17, 2017 to November 6, 2017 in the total amount of \$654,207.00.

**Requested City Council Action**

Make a motion approving the verified claims for the period October 17, 2017 to November 6, 2017 in the total amount of \$654,207.00

DATE: 11/09/2017  
 TIME: 09:36:22  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 11/13/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
CITY WIDE		
0200023	BMC SOFTWARE INC	382.35
0914690	INSIGHT PUBLIC SECTOR SLED	236.18
1920240	CHAD B STERLE	11,553.50
T001091	BECKY LAPLANT	73.08
T001168	JAMES L JONES JR	358.85
T001170	JESSICA ANN HARTSHORN	41.34
	TOTAL CITY WIDE	12,645.30
ADMINISTRATION		
0102660	ABRAMS & SCHMIDT LLC	5,730.00
	TOTAL ADMINISTRATION	5,730.00
BUILDING MAINTENANCE-CITY HALL		
0103325	ACHESON TIRE COMPANY INC	620.00
0113233	AMERIPRIDE LINEN & APPAREL	45.88
0221650	BURGGRAF'S ACE HARDWARE INC	84.97
0315455	COLE HARDWARE INC	41.43
0701650	GARTNER REFRIGERATION CO	850.00
1801517	RANGE CORNICE & ROOFING CO	1,068.00
1801555	RAPID PEST CONTROL INC	66.00
1801610	RAPIDS PLUMBING & HEATING INC	737.25
1821700	MICHAEL RUSSELL	470.00
1909510	SIM SUPPLY INC	416.68
	TOTAL BUILDING MAINTENANCE-CITY HALL	4,400.21
ENGINEERING		
2015555	TOONSTRA PSYCHOLOGICAL SERVICE	350.00
	TOTAL ENGINEERING	350.00
FINANCE		
1415377	NORTHERN BUSINESS PRODUCTS INC	6.48
	TOTAL FINANCE	6.48
FIRE		
0121721	AUTO VALUE - GRAND RAPIDS	115.20
0205725	BETZ EXTINGUISHER COMPANY	88.00



DATE: 11/09/2017  
 TIME: 09:36:22  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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## INVOICES DUE ON/BEFORE 11/13/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FIRE		
0221650	BURGGRAF'S ACE HARDWARE INC	166.53
0301685	CARQUEST AUTO PARTS	3.50
0315455	COLE HARDWARE INC	45.84
0421470	DSC COMMUNICATIONS	62.00
0421725	DUTCH ROOM INC	148.04
0513235	EMERGENCY RESPONSE SOLUTIONS	5,735.44
0701650	GARTNER REFRIGERATION CO	128.00
1801615	RAPIDS WELDING SUPPLY INC	30.50
1901535	SANDSTROM COMPANY INC	206.88
	TOTAL FIRE	6,729.93
INFORMATION TECHNOLOGY		
2308305	WHERLEY MOVING SYSTEMS INC	927.50
	TOTAL INFORMATION TECHNOLOGY	927.50
PUBLIC WORKS		
0104799	ADVANCED SERVICES INC	1,744.00
0121721	AUTO VALUE - GRAND RAPIDS	101.97
0205090	BEACON ATHLETICS LLC	703.00
0221650	BURGGRAF'S ACE HARDWARE INC	184.50
0301655	CARGILL INCORPORATED	6,457.29
0301685	CARQUEST AUTO PARTS	292.43
0315455	COLE HARDWARE INC	151.17
0400720	D&S STUMP GRINDING, LLC	1,560.00
0409715	DISPLAY SALES COMPANY	734.50
0501650	EARL F ANDERSEN	383.61
0514802	ENVIROTECH SERVICES INC	5,602.32
0518366	ERICKSON'S ITASCA LUMBER INC	16.75
0800040	H & L MESABI	2,478.40
0801535	HAMMERLUND CONSTRUCTION INC	3,602.30
0801825	HAWKINSON CONSTRUCTION CO INC	4,362.76
0801836	HAWKINSON SAND & GRAVEL	9,638.35
0920061	ITASCA COUNTY TREASURER	10.80
1315690	MORTON SALT	4,643.27
1415030	NAPA SUPPLY OF GRAND RAPIDS	51.00
1415484	NORTHERN LIGHTS TRUCK	100.19
1615427	POKEGAMA LAWN AND SPORT	86.67
1801899	RAY'S SPORT & CYCLE	986.08
2018560	TROUT ENTERPRISES INC	25.00
2209421	VIKING ELECTRIC SUPPLY INC	61.88
2305453	WESCO DISTRIBUTION INC	6,654.00
	TOTAL PUBLIC WORKS	50,632.24

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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

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INVOICES DUE ON/BEFORE 11/13/2017

VENDOR #	NAME	AMOUNT DUE
GENERAL FUND		
FLEET MAINTENANCE		
0301685	CARQUEST AUTO PARTS	376.56
0315455	COLE HARDWARE INC	5.99
1201850	LAWSON PRODUCTS INC	321.22
1415030	NAPA SUPPLY OF GRAND RAPIDS	15.14
1801615	RAPIDS WELDING SUPPLY INC	144.20
	TOTAL FLEET MAINTENANCE	863.11
POLICE		
0103325	ACHESON TIRE COMPANY INC	70.00
0118625	ARROW EMBROIDERY	48.95
0121725	AUTOMOTIVE ELECTRIC LLC	109.50
0301685	CARQUEST AUTO PARTS	317.38
0409300	DIGITAL ALLY INC	1,185.00
0409501	DIMICH LAW OFFICE	4,583.33
0712225	GLEN'S ARMY NAVY STORE INC	26.98
1200500	L&M SUPPLY	188.38
1201434	LAKE WOODS CHRYSLER	480.83
1920240	CHAD B STERLE	775.00
1920555	STOKES PRINTING & OFFICE	10.99
2000400	T J TOWING	110.00
2015555	TOONSTRA PSYCHOLOGICAL SERVICE	1,100.00
	TOTAL POLICE	9,006.34
RECREATION		
0221650	BURGGRAF'S ACE HARDWARE INC	49.75
	TOTAL RECREATION	49.75
CENTRAL SCHOOL		
0113233	AMERIPRIDE LINEN & APPAREL	54.13
0221650	BURGGRAF'S ACE HARDWARE INC	13.98
0315455	COLE HARDWARE INC	26.69
0609457	FILTHY CLEAN INC	1,300.00
0701650	GARTNER REFRIGERATION CO	360.00
1100550	KOZY/KMFY RADIO INC	105.00
1801555	RAPID PEST CONTROL INC	63.25
1909510	SIM SUPPLY INC	187.63
	TOTAL	2,110.68

DATE: 11/09/2017  
 TIME: 09:36:22  
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CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 4

## INVOICES DUE ON/BEFORE 11/13/2017

VENDOR #	NAME	AMOUNT DUE
AIRPORT		
0112100	ALAMO SALES CORP	725.22
0121721	AUTO VALUE - GRAND RAPIDS	87.84
0221650	BURGGRAF'S ACE HARDWARE INC	189.95
0301685	CARQUEST AUTO PARTS	46.69
0315455	COLE HARDWARE INC	24.97
0401420	DAKOTA FLUID POWER, INC	7.10
0801836	HAWKINSON SAND & GRAVEL	235.28
0920060	ITASCA COUNTY TREASURER	7,000.00
0920061	ITASCA COUNTY TREASURER	1.00
1105444	KELLER FENCE COMPANY	350.00
1401650	NARDINI FIRE EQUIPMENT CO. INC	233.80
1415640	NORTRAX EQUIPMENT COMPANY	1,139.27
2018680	TRU NORTH ELECTRIC LLC	641.53
2209421	VIKING ELECTRIC SUPPLY INC	138.41
	TOTAL	10,821.06
CIVIC CENTER		
GENERAL ADMINISTRATION		
0113233	AMERIPRIDE LINEN & APPAREL	114.89
0221650	BURGGRAF'S ACE HARDWARE INC	281.28
0301685	CARQUEST AUTO PARTS	2.87
0315455	COLE HARDWARE INC	38.36
0401520	DANIELSON HEATING AND COOLING	85.00
0401799	DAVIS BIRD CONTRACTING INC	300.00
0501656	THE EARTHGRAINS COMPANY INC	49.60
0618080	FRAME UP	203.57
0718010	CITY OF GRAND RAPIDS	2,227.57
0718060	GRAND RAPIDS HERALD REVIEW	44.40
1201730	LATVALA LUMBER COMPANY INC.	54.22
1309090	MINERS INC	37.94
1309495	MINUTEMAN PRESS	70.92
1415481	NORTHERN DOOR & HARDWARE INC	127.60
1421155	NUCH'S IN THE CORNER	63.10
1605611	PEPSI-COLA	811.12
1801517	RANGE CORNICE & ROOFING CO	3,978.00
1801610	RAPIDS PLUMBING & HEATING INC	344.20
1901535	SANDSTROM COMPANY INC	614.27
1909510	SIM SUPPLY INC	454.89
2116600	UPPER LAKE FOODS INC	615.04
2209421	VIKING ELECTRIC SUPPLY INC	1,007.10
	TOTAL GENERAL ADMINISTRATION	11,525.94

DATE: 11/09/2017  
 TIME: 09:36:22  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 5

INVOICES DUE ON/BEFORE 11/13/2017

VENDOR #	NAME	AMOUNT DUE
RECREATION PROGRAMS		
1903330	SCHOOL DISTRICT #318	60.00
	TOTAL	60.00
STATE HAZ-MAT RESPONSE TEAM		
0312109	CLAFTON SALES - CLAFTON SKATE	1,344.00
0312110	CLAREY'S SAFETY EQUIPMENT INC	6,514.55
0513235	EMERGENCY RESPONSE SOLUTIONS	7,499.00
0914690	INSIGHT PUBLIC SECTOR SLED	5,870.56
2300600	W.P. & R.S. MARS COMPANY	89.22
	TOTAL	21,317.33
CEMETERY		
0103325	ACHESON TIRE COMPANY INC	58.78
0221650	BURGGRAF'S ACE HARDWARE INC	31.57
0301685	CARQUEST AUTO PARTS	13.88
1309355	MINNESOTA TORO	561.07
1612045	PLAGEMANNS LANDSCAPING	897.75
1615427	POKEGAMA LAWN AND SPORT	118.42
	TOTAL	1,681.47
DOMESTIC ANIMAL CONTROL FAC		
0113233	AMERIPRIDE LINEN & APPAREL	17.77
1909510	SIM SUPPLY INC	156.60
	TOTAL	174.37
GENERAL CAPITAL IMPRV PROJECTS		
0401500	DAMBERG.SCOTT.GERZINA.WAGNER	1,600.00
	TOTAL	1,600.00
MUNICIPAL STATE AID STRT-CONST		
2017	STREET LIGHT IMPROVMNTS	
0218115	BRAUN INTERTEC CORPORATION	1,086.00

DATE: 11/09/2017  
 TIME: 09:36:22  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

INVOICES DUE ON/BEFORE 11/13/2017

VENDOR #	NAME	AMOUNT DUE
-----		
MUNICIPAL STATE AID STRT-CONST		
2017 STREET LIGHT IMPROVMNTS		
	TOTAL 2017 STREET LIGHT IMPROVMNTS	1,086.00
CAPITAL EQPT REPLACEMENT FUND		
CAPITAL OUTLAY-FINANCE		
0801661	HARRIS	1,007.65
	TOTAL CAPITAL OUTLAY-FINANCE	1,007.65
AIRPORT CAPITAL IMPRV PROJECTS		
2017 TAXIWAY/APRON PJT		
2000522	TNT AGGREGATES, LLC	139,907.70
	TOTAL 2017 TAXIWAY/APRON PJT	139,907.70
WTR/SWR UTILITIES EXTENSION		
1900225	SEH-RCM	14,000.00
2000522	TNT AGGREGATES, LLC	4,220.78
	TOTAL WTR/SWR UTILITIES EXTENSION	18,220.78
IRA CVC CTR CAPITAL PJT		
MULTI-USE OUTDOOR PAVILION		
0801836	HAWKINSON SAND & GRAVEL	400.00
	TOTAL MULTI-USE OUTDOOR PAVILION	400.00
STORM WATER UTILITY		
0301685	CARQUEST AUTO PARTS	52.33
0801535	HAMMERLUND CONSTRUCTION INC	3,602.30
0801836	HAWKINSON SAND & GRAVEL	1,328.80
1301015	MACQUEEN EQUIPMENT INC	199.65
1415030	NAPA SUPPLY OF GRAND RAPIDS	6.42
1621125	PUBLIC UTILITIES COMMISSION	2,200.00
	TOTAL	7,389.50
	TOTAL UNPAID TO BE ALLOWED IN THE SUM OF:	\$308,643.34
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		

DATE: 11/09/2017  
 TIME: 09:36:22  
 ID: AP443000.CGR

CITY OF GRAND RAPIDS  
 DEPARTMENT SUMMARY REPORT

PAGE: 7

## INVOICES DUE ON/BEFORE 11/13/2017

VENDOR #	NAME	AMOUNT DUE
CHECKS ISSUED-PRIOR APPROVAL		
PRIOR APPROVAL		
0100053	AT&T	841.32
0104095	DALE ADAMS	65.81
0114210	D. ANDERSON - CHANGE FUND	2,400.00
0114213	STEVE ANDERSON	34.00
0116600	APPLE VALLEY, CITY OF	1,103.00
0200024	BP	291.66
0205640	LEAGUE OF MN CITIES INS TRUST	19.44
0305530	CENTURYLINK COMMUNICATIONS LLC	56.43
0405447	DELTA DENTAL OF MINNESOTA	2,780.60
0405505	JAMES DENNY	406.00
0412442	CITY OF DULUTH	2,500.00
0504610	RON EDMINSTER	69.55
0605191	FIDELITY SECURITY LIFE INS CO	67.16
0718015	GRAND RAPIDS CITY PAYROLL	230,215.29
0718070	GRAND RAPIDS STATE BANK	514.61
0801535	HAMMERLUND CONSTRUCTION INC	1,000.00
0801820	HAWK CONSTRUCTION INC	1,000.00
0801825	HAWKINSON CONSTRUCTION CO INC	2,500.00
0900060	ICTV	36,107.71
0920055	ITASCA COUNTY RECORDER	184.00
1201402	LAKE COUNTRY POWER	45.98
1209516	LINCOLN NATIONAL LIFE	1,113.91
1305046	MEDIACOM LLC	82.90
1305065	MEDTOX LABORATORIES INC	24.85
1309199	MINNESOTA ENERGY RESOURCES	3,469.78
1309332	MN STATE RETIREMENT SYSTEM	1,690.00
1309335	MINNESOTA REVENUE	4,647.22
1415479	NORTHERN DRUG SCREENING INC	180.00
1516220	OPERATING ENGINEERS LOCAL #49	37,310.00
1601305	THOMAS J. PAGEL	792.67
1601740	RENEE PATROW	7.97
1601750	PAUL BUNYAN COMMUNICATIONS	275.39
1606225	LAURA PFEIFER	70.19
1621130	P.U.C.	6,758.02
1921620	SUPERIOR USA BENEFITS CORP	207.00
2000100	TASC	30.60
2100265	U.S. BANK	450.00
2114360	UNITED PARCEL SERVICE	16.83
2114750	UNUM LIFE INSURANCE CO OF AMER	257.89
2201535	VANTIV INTEGRATED PAYMENTS	65.00
2205637	VERIZON WIRELESS	1,201.74
2301700	WASTE MANAGEMENT	3,061.85
2305300	MATTHEW WEGWERTH	147.29
T000522	BENSON-ORTH ASSOCIATES INC	1,000.00
T000952	MATTHEW OR SUZANNE HEPOKOSKI	500.00

TOTAL PRIOR APPROVAL ALLOWED IN THE SUM OF: \$345,563.66

TOTAL ALL DEPARTMENTS

654,207.00



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0769      **Version:** 1      **Name:** Ehlers Arbitrage Agreement  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 10/23/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider entering in to a Master Agreement for Arbitrage Monitoring Services with Ehlers, Inc.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Ehlers Arbitrage Agreement.pdf](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider entering in to a Master Agreement for Arbitrage Monitoring Services with Ehlers, Inc.

### **Background Information:**

On June 13, 2016, the City Council approved entering into a Public Finance Service agreement with Ehlers, Inc. for a period of five years. Part of Ehlers professional services include ongoing arbitrage services in connection with with the most recent bond issue, Series 2017A.

After the City issues debt, the City is required by the Securities and Exchange Commission to report any significant events on an annual basis and monitor the debt service fund balance to make sure it does not exceed an allowable amount to maintain a bona fide debt service fund.

### **Staff Recommendation:**

Staff is recommending entering in to a Master Agreement for Arbitrage Monitoring Services with Ehlers, Inc. for Series 2017A General Obligation Street Reconstruction Bonds.

### **Requested City Council Action**

Make a motion to enter into a Master Agreement for Arbitrage Monitoring Services with Ehlers, Inc. for Series 2017A General Obligation Street Reconstruction Bonds.

# MASTER AGREEMENT FOR ARBITRAGE MONITORING SERVICES

City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

Effective as of October 17, 2017  
For the following Obligation

\$2,130,000 General Obligation Street Reconstruction Bonds, Series 2017A

With a Closing Date of September 7, 2017

Ehlers & Associates, Inc. ("Ehlers") and the City of Grand Rapids Minnesota ("Client") do hereby mutually agree to the following with regard to the provision of arbitrage monitoring services. In consideration of the mutual promises and covenants contained herein, and for other good and valuable consideration, it is agreed by and between Ehlers and Client as follows:

The above referenced obligation is subject to the arbitrage provisions of the Internal Revenue Code of 1986 and related Treasury regulations. To comply with the statute and regulations the Client must undertake certain calculations. Ehlers will provide certain arbitrage monitoring services for all funds related to this obligation to assist the Client in complying with the arbitrage provisions, all as more particularly described in this Agreement.

## EHLEERS RESPONSIBILITIES - SCOPE OF SERVICES

Ehlers agrees to provide the following services to Client:

1. Review the following documents:
  - a. Information Return for Tax-Exempt Governmental Obligations (Form 8038-G)
  - b. Arbitrage Certificate
  - c. Official Statement
  - d. Addendum to Official Statement, if any
  - e. Closing Memorandum, if any
  - f. Post Sales Report, if any
  - g. Verification Report, if any
  - h. Prior Arbitrage Calculation, if any
  - i. Trust Indenture, if any
  - j. Credit Enhancement Agreement, if any
2. Calculate the Client's arbitrage liability under Section 148(f) of the Internal Revenue Code of 1986, as amended and applicable Treasury regulations in connection with this obligation, including:
  - a. Obtain nonpurpose investment transaction data for all funds related to this obligation
  - b. Review and analyze nonpurpose investment transaction data as required based on the aforementioned documents
  - c. Compute/verify the amount of spend-down penalties payable to the IRS for obligations applying such provisions
  - d. Confirm the arbitrage yield
  - e. Compute/verify the amount of excess earnings, if any, on nonpurpose investments and the value of those earnings as of the applicable computation date
  - f. Determine the rebate amount and rebate payment due to the IRS, if any
  - g. Compute/verify the yield reduction payment due on yield restricted nonpurpose



- investments, if any
  - h. Assist with the purchase of State and Local Government Series of U.S. Treasuries for yield restriction of the investments, if necessary
  - i. Prepare arbitrage reports, including computational methods and assumptions used in the analysis and conclusions supporting the calculation
  - j. Prepare IRS Form 8038-T or 8038-R, if required
  - k. Obtain a legal opinion for the arbitrage reports and IRS Form 8038-T or 8038-R, if required
  - l. Deliver arbitrage reports, along with legal opinion and IRS Form 8038-T or 8038-R, if applicable
3. Maintain a system for computing and tracking the arbitrage liability and future arbitrage computation dates, as necessary.
  4. Evaluate and make recommendations on record keeping practices for those funds and accounts subject to arbitrage compliance.
  5. Apprise Client of any changes in the arbitrage regulations that may occur during the term of this Agreement.
  6. Client acknowledges that, in its sole discretion, Ehlers may contract with third parties selected by Ehlers for the performance of some of the services to be performed hereunder.

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### **CLIENT RESPONSIBILITIES**

Client agrees to provide Ehlers with timely and accurate information regarding pertinent cash and investment activity as well as pertinent revenue and expenditure activities for all funds related to this review. The information that shall be provided includes:

1. A detailed transaction listing of revenues and expenditures made within all funds related to this obligation for the applicable computation period, including:
    - a. Deposits and withdrawals of gross proceeds, including all investment activity such as interest revenues
    - b. Any other information Ehlers may deem necessary to complete the calculations such as running balances
  2. Client agrees to notify Ehlers of the full redemption of this obligation and obligations covered by subsequent Addenda prior to the final stated maturity date. Failure to do so will relieve Ehlers of any responsibilities under this Agreement.
  3. Client agrees to notify Ehlers if the Client disagrees with any of the assumptions contained in the summary of computational information of the arbitrage report. Such notice will be made within ten business days upon Client's receipt of said report.
-

## FEE ARRANGEMENT

Ehlers will charge Client a base fee of \$2,250 per bond year to determine spending exceptions, bona fide debt service fund exemptions, penalty calculations, rebate amounts and yield reduction payments for all funds related to this obligation. Depending on the structure of the transaction, certain complexities may require computational work that extends beyond the scope of a standard arbitrage calculation. Conversely, the amount of computational work required to prepare future arbitrage calculations may decrease due to the rapid expenditure of gross proceeds. In such instances, Ehlers will charge additional fees and/or offer discounts in accordance with the fee schedule set forth below.

Additions to Base Fee	
Variable rate obligation	\$500 per bond year
Commingled funds	\$150 per hour
Transferred proceeds analysis	\$150 per hour
Debt service residual analysis	\$150 per hour
Variable rate computation period analysis	To be negotiated
Universal cap analysis	To be negotiated
IRS Form 8038-T preparation	\$500 to \$1,000 per form
IRS Form 8038-R preparation	\$500 to \$1,000 per form
Legal opinion	To be determined
Recalculation of prior arbitrage liability	To be negotiated

Discounts to Base Fee	
Monitoring of yield restriction only	\$1,000 per year
Monitoring of debt service fund only	\$1,000 per year
Discretionary discounts	To be determined by Ehlers

Ehlers will invoice Client for the amount due. The invoice is due and payable by the Client within 60 days of the invoice date. Other obligations may be covered by this Agreement in an Addendum. The fees shown in the Addendum may differ from those shown above.

## LIMIT OF LIABILITY

To the fullest extent permitted by applicable law, the total aggregate liability of Ehlers under this Agreement for any actions or omissions taken by Ehlers in the performance of this Agreement shall be limited to the fees paid by Client to Ehlers under this Agreement. However, such liability limitation shall not apply to the extent penalty and/or interest is imposed on Client by the IRS on any additional rebate amount or yield reduction

payment that results from the gross negligence or intentional misconduct of Ehlers in rendering the services outlined in this Agreement. In such case, it is agreed that Ehlers will be liable only for penalty and/or interest imposed by the IRS on any additional rebate amount or yield reduction payment that results from the gross negligence or intentional misconduct of Ehlers. The Client is ultimately responsible for the completion and filing of IRS Form 8038-T or 8038-R. Client, and not Ehlers, shall be responsible for payment of any rebate amount or yield reduction payment due and any interest or penalty for failure to make timely payments. Under no circumstances shall any employee or agent of Ehlers have any personal liability arising out of this Agreement and no party shall seek or claim any such personal liability.

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### **NO THIRD PARTY BENEFICIARY**

No third party shall have any rights or remedies under this Agreement. This Agreement is made solely for the benefit of the parties hereto, and no other person, partnership, limited liability company, association, or corporation shall acquire or have any rights under this Agreement.

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### **CONFIDENTIALITY: DISCLOSURE OF INFORMATION**

**Client Information** All information, files, records, memoranda and other data of the Client ("Client Information") shall be deemed by the parties to be the property of Client. Ehlers may disclose Client Information to third parties in connection with the performance by it of its duties hereunder.

**Ehlers Information** Client acknowledges that in connection with the performance by Ehlers of its duties hereunder, Client may become aware of internal files, records, memoranda and other data, including without limitation computer programs of Ehlers ("Ehlers Information"). Client acknowledges that all Ehlers Information, except reports prepared by Ehlers for the Client, is confidential and proprietary to Ehlers, and agrees that Client will not, directly or indirectly; disclose the same or any part thereof to any person or entity except with the express written consent of Ehlers.

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### **TERM / TERMINATION OF CONTRACT**

The term of this Agreement shall begin on the effective date of this Agreement and shall continue until such time as the above-referenced obligation is no longer outstanding. Either party may terminate this Agreement with or without cause at any time during the term of this Agreement by sending written notice of termination to the other party at least 30 days prior to the effective date of termination. Termination of this Agreement shall extend to the termination of all Addenda to this Agreement and the obligations covered by such Addenda. Should this Agreement be terminated, Ehlers shall be relieved of all liability for the above-referenced obligation and any obligations described in the Addenda to this Agreement.

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### **SEVERABILITY**

To the extent any provision of this Agreement shall be determined invalid or unenforceable, the invalid or unenforceable portion shall be deleted from this Agreement, and the validity and enforceability of the remainder shall be unaffected.

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### **EVENT OF DEFAULT OR REFUNDING**

Ehlers is relieved of all its liability and obligations agreed to herein should Client be in default on its principal and/or interest payments due on the above referenced obligation. In addition, Ehlers is relieved of all its liability and obligations agreed to herein should the above referenced obligation be refunded.

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## ENTIRE AGREEMENT

There are no representations, covenants, warranties, promises, agreements, conditions or undertakings, oral or written, between Client and Ehlers other than as set forth herein. Except or otherwise expressly provided herein, no subsequent alteration, amendment, change or addition to this Agreement shall be binding upon Ehlers.

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## AMENDMENT

Ehlers and Client may mutually agree in writing to amend the obligations covered by this Agreement (which amendment shall be reflected in an Addendum to this Agreement), the scope of services and/or the fee arrangement at any time. No modification, alteration, or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration, or amendment is reduced to writing and duly executed by both parties hereto.

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## GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

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## NOTICE

All notices given shall be in writing and shall be deemed to have been given when delivered, transmitted by first class, registered or certified mail, postage prepaid and addressed as follows:

If to Client:

City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744  
Attention: Finance Director

If to Ehlers:

Ehlers & Associates, Inc.  
3060 Centre Pointe Drive  
Roseville, MN 55113  
Attention: President

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In Witness Whereof, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

**Ehlers & Associates, Inc.**

By: 

Title: 



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0780      **Version:** 1      **Name:** Consider adopting a resolution accepting a donation of \$25.00 in the form of a gift card from Aldi grocery store from the Itasca Vintage Car Club to the Grand Rapids Police Department for the K-9 program

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

**File created:** 10/27/2017      **In control:** City Council

**On agenda:** 11/13/2017      **Final action:** 11/13/2017

**Title:** Consider adopting a resolution accepting a donation of \$25.00 in the form of a gift card from Aldi grocery store from the Itasca Vintage Car Club to the Grand Rapids Police Department for the K-9 program

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [PD It Vintage Car Club Res.pdf](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider adopting a resolution accepting a donation of \$25.00 in the form of a gift card from Aldi grocery store from the Itasca Vintage Car Club to the Grand Rapids Police Department for the K-9 program

### **Background Information:**

K-9 Officer Gary O'Brien recently gave a talk presentation to the Itasca Vintage Car Club, in return they wanted to do something for the K-9 program. They would like the money to go towards treats for K-9 Officer "Radar".

### **Staff Recommendation:**

Please consider adopting a resolution to accept a donation of \$25.00 in the form of a gift card from the Itasca Vintage Car Club to the Grand Rapids Police Department for the K-9 program.

### **Requested City Council Action**

Make a motion adopting a resolution to accept a donation of \$25.00 in the form of a gift card to the Grand Rapids Police Department for the K-9 program from the Itasca Vintage Car Club.

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

RESOLUTION NO. 17-

A RESOLUTION ACCEPTING A DONATION OF A \$25 ALDI GIFT CARD FROM  
ITASCA VINTAGE CAR CLUB TO THE GRAND RAPIDS POLICE DEPARTMENT TO  
BUY TREATS FOR K-9 OFFICER "RADAR"

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

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

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

- The Itasca Vintage Car Club has donated a \$25 Gift Card to the Grand Rapids Police Department to buy treats for K-9 Officer "Radar".

Adopted this 13<sup>th</sup> day of November, 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 #:** 17-0782      **Version:** 1      **Name:** CP 2011-3 Order Feasibility  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 10/30/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider adopting a resolution ordering the Feasibility Report for CP 2011-3, 2018 Northeast Improvements Project

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [11-13-17 Resolution CP 2011-3 Order Feasibility](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider adopting a resolution ordering the Feasibility Report for CP 2011-3, 2018 Northeast Improvements Project

### **Background Information:**

Attached is a resolution ordering a Feasibility Report for CP 2011-3, 2018 Northeast Improvements Project. This project is on the City's Capital Improvement Plan for 2018.

### **Staff Recommendation:**

City Staff recommends adopting the resolution ordering the Feasibility Report for CP 2011-3, 2018 Northeast Improvements Project

### **Requested City Council Action**

Make a motion adopting a resolution ordering the Feasibility Report for CP 2011-3, 2018 Northeast Improvements Project

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

RESOLUTION 17 -\_\_

**Resolution Ordering Preparation of Report on Improvement  
2018 Northeast Improvements Project  
City Project 2011-3**

WHEREAS, it is proposed to improve 7<sup>th</sup> Street NE from 8<sup>th</sup> Avenue NE to 13<sup>th</sup> Avenue NE, 11<sup>th</sup> Avenue NE from 7<sup>th</sup> Street NE to the Sports Complex Entrance, 10<sup>th</sup> Avenue NE from 5<sup>th</sup> Street NE to 7<sup>th</sup> Street NE by reconstructing streets, storm sewer, sanitary sewer, water main, street lights, sidewalks, and associated appurtenances in the limits described above, and to assess the benefited property for all or a portion of the cost of the improvement, pursuant to Minnesota Statutes, Chapter 429.

WHEREAS, the above mentioned improvements are listed in the City's Capital Improvement Plan (CIP) and have previously been designated with the following project numbers:

7<sup>th</sup> Street NE and 11<sup>th</sup> Avenue NE: CP 2011-3  
10<sup>th</sup> Avenue NE: CP 2011-1

WHEREAS, the above mentioned improvements shall be referred to as the 2018 Northeast Improvements Project, CP 2011-3.

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

That the proposed improvement be referred to Matt Wegwerth, P.E., City Engineer, for study and that he is instructed to report to the council with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible and as to whether it should best be made as proposed or in connection with some other improvement, and the estimated cost of the improvement as recommended.

Adopted by the council this 13<sup>th</sup> day of November, 2017.

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

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

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

; and the following voted against same:





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0785      **Version:** 1      **Name:** Lease Agreement with Airways Aviation Center  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 10/31/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider authorizing the Airport Lease Agreement effective as of the first day of January 2018, between the City of Grand Rapids and Airways Aviation Center, Inc. and authorize the signatures of the Mayor, City Clerk and City Attorney.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2017 11-13 Signed Airways Aviation Lease](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider authorizing the Airport Lease Agreement effective as of the first day of January 2018, between the City of Grand Rapids and Airways Aviation Center, Inc. and authorize the signatures of the Mayor, City Clerk and City Attorney.

**Background Information:**

Airways Aviation Center, Inc., is the Fixed Based Operator (FBO) at the Grand Rapids-Itasca County Airport. Included in their 20 employees are 5 Certified Mechanics that provide Annual 100 hour inspections, Aircraft repair and rebuilding, float installations and seaplane maintenance. They operate the 7 days a week fuel station as well as the sea base at Lily Lake. They also employ 3 flight instructors who run the Flight Instruction Program. They are certainly an intregal asset to our Aviation operations at the Grand Rapids-Itasca County Airport. This is a three year agreement.

**Staff Recommendation:**

Jeff Davies, Public Works Director, recommends approving the Airport Lease Agreement for Airways Aviation Center, Inc.

**Requested City Council Action**

Make a motion to approve the Airport Lease Agreement effective as of the first day of January 2018, between the City of Grand Rapids and Airways Aviation Center, Inc. and authorize the signatures of the Mayor, City Clerk and City Attorney.

## AIRPORT LEASE AGREEMENT

This lease, made effective as of the 1st day of January 2018, by and between the **City of Grand Rapids** (hereinafter referred to as Lessor), and **Airways Aviation Center, Inc.** (hereinafter referred to as Lessee) witnesseth:

**Whereas**, Lessor operates the airport known as Grand Rapids-Itasca County Airport, situated in the County of Itasca, State of Minnesota (hereinafter, together with any additions thereto or enlargements thereof whether or not made with corporate funds of Lessor, government grants in aid, or any other funds of any nature whatsoever, referred to as the "airport"), with the power to lease premises and facilities and to grant rights and privileges with respect thereto, all as hereinafter provided; and

**Whereas**, Lessee is engaged in the business of air transportation and general aviation and desired to lease office/administrative, hangar, tie-down, seaplane, and fuel dispensing space at the airport and to obtain certain rights and privileges with respect thereto, all as hereinafter provided; and

**Whereas**, Lessor is willing to lease such space to grant rights and privileges with respect thereto to Lessee, upon the terms and conditions hereinafter provided; and

**Whereas**, it is the intent of the Parties that this Agreement replace and supersede all other Agreements between the Parties;

**Now, therefore**, for and in consideration of the premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the parties hereto covenant and agree as follows:

### 1. LEASE OF EXCLUSIVE SPACE AT AIRPORT.

Lessor leases to Lessee and grants to Lessee, its employees, agents, passengers, guests, patrons and invitees, the use of the following premises (including improvements and facilities therein) to be located at the airport as shown on Exhibit A and as further legally described on Exhibit B, attached hereto and made a part hereof. The lease space is comprised *as follows*:

**Tract A** - Seaplane Base.

**Tract B** - Tie-Down. Area — which for the purposes of determining the rental values shall be deemed to contain 17,850 square feet.

**Tract C** - T Hangar Area — which for the purposes of determining the rental value shall be deemed to contain 11,050 square feet.

**Tract D** - Fixed Base Operation Ramp Area (airside) — which for the purposes of determining rental value shall be deemed to contain 45,000 square feet.

**Tract E** - Public/Employee Parking and Storage Area(s) (landside) — which for the purposes of determining rental value shall be deemed to contain 25,000 square feet.

**Tract F** - Administration (2,000 square feet)/Heated Hangar (12,500 square feet), which for the purposes of determining rental value shall have an annual rental fee of \$22,910, together with such increases as hereinafter set forth, and shall not be calculated on a square footage basis.

**Tract G** - Maintenance Building, which for the purposes of determining the rental value shall be deemed to contain 9,130 square feet.

**Tract H** - Bignall Building (Exhibit B), which for the purposes of determining the rental value shall be deemed to contain 2,711 square feet.

The premises (including improvements and facilities therein) at the Airport leased to Lessee hereunder are hereinafter referred to as "leased space" or "leased premises".

## **2. USE OF SPACE.**

The use by Lessee, its employees, agents, passengers, guests, patrons and invitees of leased space shall include the use thereof for the following purposes:

- (a) the maintenance and operation, in connection with the conduct by the Lessee of a Fixed Base Operation, aircraft sales, aircraft maintenance, aircraft rental and fuel sales;
- (b) the training of personnel in the employ of under the direction of Lessee;
- (c) the maintenance and operation of facilities and equipment and the carrying on of activities reasonably necessary or convenient in connection with the foregoing;
- (d) the storage, use, protection, operation, maintenance, repair and manufacturing of aircraft and motors and their accessories, and for the housing, shelter, comfort, convenience and instruction of its employees and patrons and the handling, protection and transportation of passengers and cargo, including postal matter, freight and express, and unless prohibited by the Office of Aeronautics of the Department of Transportation, or the resolutions and lawful rules of the authorities governing the airport, for the purpose of a school of instruction for student flyers and including the right to install and maintain, subject to any limits herein or hereinafter provided, an aircraft fuel refilling station, and together with the use in common with others of all approach roads, highways, parking areas and walks leading from the public highways to said airport and to the premises hereby demised, and any other use or purpose not inconsistent with ordinary aviation and commercial flying;
- (e) the carrying on or other operations and activities reasonably necessary or convenient to the conduct by Lessee of the foregoing provided, however, that all such other operations and activities shall be subject to the approval of the Lessor; and
- (f) the Lessee covenants that it will not sub-lease any portion of Tracts B through H without first informing the Lessor in writing of the proposed sub-lease agreement at least 30 (thirty) days prior to executing said sub-lease. Likewise, the Lessee must allow the Lessor 30 (thirty) days to object to the sub-lease agreement. If the Lessor does object to the proposed sub-lease, the Lessee will not be allowed to sub-let the property. Any sub-lease tenant allowed by the Lessee must also otherwise comply with any and all zoning regulations of the City of Grand Rapids. The use by Lessee, its employees, agents, passengers, guests, patrons and invitees of common areas shall include the exercise of all rights and privileges thereon available for common use. The use of common areas shall be subject to rules and regulations promulgated by Lessor.

### 3. INGRESS AND EGRESS; RIGHT TO PURCHASE PROPERTY.

Subject to the foregoing and to rules and regulations promulgated by Lessor, Lessee shall have the right and privilege over the airport of ingress to and egress from the premises and facilities leased under this Agreement, except for restricted areas, for its employees, agents, passengers, guests, patrons and invitees, it's or their suppliers of materials and furnishers of service, and it's or their equipment, vehicles, machinery and other property, and except as herein otherwise specifically provided, no charges, fees or tolls of any nature, direct or indirect, shall be imposed by Lessor upon Lessee, its employees, agents, passengers, guests, patrons and invitees, it's or their suppliers of materials and furnishers of service, for such right of ingress and egress, or for the privilege of purchasing, selling or using any materials or services purchased or otherwise obtained by Lessee, or transporting, loading, unloading or handling persons, property, cargo, or mail in connection with Lessee's business or exercising any right or privilege granted by Lessor hereunder.

Lessee shall have the right to purchase or otherwise obtain property and services of any nature from any suppliers of its choice.

### 4. TERMS.

The term of this Agreement shall be from January 1, 2018 and terminating on December 31, 2020, unless terminated earlier in compliance with paragraph 22 below.

### 5. RENTALS.

Commencing January 1<sup>st</sup>, 2018 and thereafter during the term hereof as to such leased space, Lessee shall, on or before the first day of each calendar month, pay to Lessor rental for leased space, as follows:

**Tract A - no charge**

**Tract B** - Lessee shall further pay to the Lessor Thirty One dollars and Fifty Five cents (\$31.55) per month for a total of Three Hundred Seventy Eight dollars and Sixty cents (\$378.60) per year (calculated at  $\$0.0212 \times 17,850$  square feet) for public aircraft tie down or to the extent permitted by law and/or the Grand Rapids-Itasca County Airport Commission.

**Tract C** - Lessee shall further pay to the Lessor Two Hundred Twenty Seven dollars and Forty Five cents (\$229.75) per month for a total of Two Thousand Seven Hundred Fifty Six dollars and Ninety Eight cents (\$2,756.98) per year (calculated at  $\$0.2495 \times 11,050$  square feet)

**Tract D** - Lessee shall further pay to the Lessor Seventy Nine dollars and Fifty Four cents (\$79.54) per month for a total of Nine Hundred Fifty Four dollars and Forty Five cents (\$954.45) per year (calculated at  $\$0.0212 \times 45,000$  square feet).

**Tract E - no charge**

**Tract F - Administration/Heater Hangar**, an initial monthly rental of One Thousand Seven Hundred dollars and Eighty Six cents (\$1,700.86) for a total of **Twenty Thousand Four Hundred Ten dollars and Thirty Seven cents** (\$20,410.37) per year or such rate as hereafter established for the rental of said space to the general public for like facilities.

**Tract G** - Lessee shall further pay to the Lessor One Hundred Eighty Nine dollars and Eighty One cents (\$189.81) per month for a total of Two Thousand Two Hundred Seventy Seven dollars and Seventy Two cents (\$2,277.72) per year (calculated at a rate of \$0.2491 X 9,130),

**Tract H** - Lessee shall further pay to the Lessor Fifty Six dollars and Thirty Six cents (\$56.36) per month for a total of Six Hundred Seventy Six dollars and Thirty Two cents (\$676.32) per year (calculated at a rate of \$0.2491 X 2,711).

**TOTAL** - Lessee shall pay to Lessor Two Thousand Two Hundred Eighty Seven dollars and Eighty Seven cents per month (\$2,287.87) for a total of Twenty Seven Thousand Four Hundred Fifty Four dollars and Forty Four cents per year (\$27,454.44).

**SEE APPENDIX A FOR ANNUAL 1% INCREASE FOR YEARS 2018 THRU 2020.**

Lessee agrees to pay Lessor the monthly rent set forth above on or before the first day of each month and mail or deliver payments to:

City of Grand Rapids  
C/O City of Grand Rapids Finance Department  
420 North Pokegama Avenue  
Grand Rapids, MN 55744

## **6. EXCLUSIVE CONCESSION TO SELL FUEL OR AIRCRAFT.**

Lessee shall have the exclusive right and privilege to sell aircraft fuel and oil products for aircraft at airport.

Lessee agrees to pay to Lessor for right and privilege of selling aircraft fuel and oil products for aircraft on above-described premises the following sums, to wit: \$0.08 per gallon for all fuel pumped from the tanks owned by Lessor.

Lessee agrees during whole period of this Agreement to keep proper records and books of sale or other disposition of foregoing products at airport and to permit said books and records to be inspected by Lessor from time to time.

Lessee agrees to make proper settlement with Lessor on the 15<sup>th</sup> day of each month during period hereof for sales made during preceding calendar month. A sale shall be deemed as made when products herein described shall have been received by purchaser, regardless of time of payment for such purchase by purchaser.

Lessee agrees that said premises and equipment installed thereon shall be kept in a neat, safe and sanitary condition, and shall be so managed and operated as not to endanger lives or properties of others.

Lessee shall comply with all State and Federal environmental rules and regulations and shall be responsible for clean-up costs relative to its fuel dispensing operations.

## **7. DESTRUCTION OF PREMISES.**

If during the term hereby granted the Administration/Heated Hangar, Tract F, shall be damaged or destroyed by fire or other casualty, the Lessor shall repair and restore the same at the Lessor's expense and as promptly as possible. If such damage or destruction shall be so extensive that the cost of repair or

restoration would be in excess of seventy-five percent (75%) of the value of the demised hangar building when restored, this lease shall terminate at the option of the Lessor. If at the time of the injury or destruction, the unexpired term shall be more than one year, the Lessee shall be privileged to extend the current term for a total of two (2) years. If Lessee shall elect to take such extension, then

- (1) the Lessor shall repair or restore the demised premises at the Lessor's expense and as promptly as possible.
- (2) the said extension shall begin thirty (30) days after the Lessor shall have completed such repairs or restoration.

In the event of termination under this paragraph, all rent shall be adjusted and apportioned at the time of such destruction; otherwise, the rent shall be abated in an amount corresponding with the time during which, and the extent to which, the premises have been un-tenantable.

#### **8. CONSTRUCTION, MAINTENANCE AND REPAIR OF LEASEHOLD.**

Lessee may construct or install, at its own expense, any equipment, improvements and facilities, and any additions thereto, on all or any part of leased space. All such construction or installation shall be made after obtaining the requisite building or construction licenses or permits. Plans and specifications of any proposed construction or installation of improvements and facilities (including any substantial alteration or addition thereto) shall be submitted to and receive the approval of the Lessor prior to the commencement of construction or installation. Any advertising signs installed on leased premises shall be subject to the approval of the Lessor. Further, that Lessee will not suffer or permit to be maintained upon the outside of the buildings on said tract or tracts any bill boards or advertising signs, except that Lessee may maintain on the outside of any of the buildings thereon neatly painted signs containing the name of the Lessee's company and signs in connection with valid purposes and uses of the premises hereunder, said signs to be of such size as to conform to the ordinances of the City of Grand Rapids.

Lessee shall keep and maintain all such improvements and facilities including buildings owned by Lessee and additions thereto constructed or installed by it in good condition and repair, reasonable wear and tear expected. No restrictions shall be placed upon Lessee as to the architects, builders or contractors who may be employed by it in connection with any construction, installation, alteration, repair or maintenance of any such improvements, facilities and additions.

Lessee shall keep leased space in a sanitary and sightly condition.

Lessee shall be responsible for the snow, ice, and debris control of Tract E and shall move snow, ice, and debris away from buildings, fences, and aircraft located within, or adjacent to, Tract D to facilitate Lessor snow, ice, and debris control activities.

Lessee covenants that he will allow Lessor, and/or its authorized representatives to enter upon the leased premises, for the purpose of inspection, at any reasonable times.

It is understood by the parties that as a consideration of this lease and for prior leases the Lessee has constructed certain buildings upon said premises, upon Tracts C, G, & H, which buildings are the sole and express property of the Lessee herein and that in the event of the termination of this lease as herein provided or otherwise, the Lessor shall have the option to purchase said buildings or any of them for their then appraised value within ninety (90) days after the termination of the lease, and in the event the Lessor does not desire to purchase the same, the Lessee may sell or dispose of such buildings to anyone, with the

right to the Lessee or purchaser to enter upon said premises and remove said buildings within ninety (90) days of the date that Lessor shall notify the Lessee of its refusal to purchase. Lessee shall not sell any buildings during the term of this lease without the written consent of the Lessor.

Except as otherwise agreed upon in writing by both Lessor and Lessee, it is understood and agreed that all personal property, fixtures, electrical equipment and other devices used in the operation of said airport and owned by the Lessor and installed in the buildings on said premises owned by the Lessee, will be and remain the property of the said Lessor, even though attached to the buildings belonging to the Lessee, will at all times be protected by the said Lessee and will not be removed from said buildings or premises, except upon the written consent of the Lessor. That upon the termination of this lease for any cause, Lessor shall have the right to remove any and all such personal property from the buildings of Lessee before such buildings are sold and disposed of within a, reasonable time after such termination.

The Lessee shall also provide that the 15 x 15 entry to the Administration/Heated Hangar shall be kept open 24 hours per day for the use of the general public using the Airport. Further, the Lessee shall provide and maintain a pilot's lounge upon said premises.

#### **9. COVENANT AGAINST LIENS.**

Lessee shall keep leased space and the installations situated thereon free and clear of any and all liens in any way arising out of the construction, improvement or use thereof by Lessee; provided, however, that Lessee may in good faith contest the validity of any lien.

#### **10. PERFORMANCE BY LESSOR UPON FAILURE OF LESSEE TO MAINTAIN.**

In the event Lessee fails to perform for a period of thirty (30) days after notice from Lessor so to do, any obligation required by this Agreement to be performed by Lessee, Lessor may enter the premises involved (without such entering causing or constituting a termination of this lease or any interference with possession of said premise by Lessee) and do all things necessary to perform such obligation, charging to Lessee the cost and expenses thereof and Lessee agrees to pay Lessor such charge in addition to any other amounts payable by Lessee hereunder; provided, however, that if Lessee's failure to perform any such obligation endangers the safety of the public or of employees of Lessor, and Lessor so states in its notice to Lessee, Lessor may perform such obligation of Lessee at any time after the giving of such notice and charge to Lessee, and Lessee shall pay, as aforesaid, the cost and expense of such performance.

#### **11. MAINTENANCE AND OPERATION.**

Lessor shall operate and maintain, in all respects in a manner consistent with that of a reasonably prudent operator of an airport and keep in good condition and repair, the common areas and all additions, improvements, facilities and equipment now or hereafter provided by Lessor at or in connection with the leased space, excepting any improvements, facilities and equipment constructed or installed by Lessee.

Lessor shall maintain and keep in good repair the airport operations areas (including the removal there from of snow, ice and foreign matter), so as to permit the efficient takeoff and landing, taxiing, servicing, and loading and unloading of aircraft operated by Lessee, and Lessee agrees to take such action as the Lessor may reasonably request in order to enable the Lessor to comply with this provision.

Lessee shall at all times maintain the Administration/Heated Hangar, Tract F, public facilities so as to provide for reasonably unobstructed use thereof by passengers and invitees, and shall keep such facilities adequately supplied equipped (including directional signs), furnished and decorated.

Lessee shall supply and pay for adequate heat, cooling, water, sewer facilities and garbage pickup for the leased space, shall supply adequate electric power for normal use and light in all such leased space and shall supply janitor service and routine maintenance, lawn mowing, grounds keeping, snow and ice removal on leased areas. Lessor shall be responsible for repairs and replacements to the Administration/Heated Hangar, Tract F, in excess of \$2,500.00 per calendar year except for repairs to the 15 x 15 entry, referenced in section 9, which will remain at \$600.00 until roof, ceiling and floor repairs have been accomplished.

## **12. TAXES ON LEASE PREMISES.**

Lessee shall pay any and all taxes or special assessments which may be levied or assessed upon the premises leased hereunder, including property of Lessee constructed, installed or located on such premises.

## **13. QUIET ENJOYMENT.**

Lessor agrees that Lessee, performing its obligations hereunder, shall be entitled to and shall have the quiet possession and enjoyment of the premises, facilities, rights and privileges leased to it hereunder, subject, however, to the provisions hereof.

The said Lessor does further covenant that all existing and hereafter enacted zoning regulations as they may apply to the operation of the premises demised to the Lessee and the use and operation of the contiguous property owned by the Lessor, as an airport, shall be subject to reasonable enforcement. The Lessor does further covenant that pursuant and according to rules and regulations as may from time to time be promulgated by the United States, the State of Minnesota and the County of Itasca or the City of Grand Rapids, to continue to permit the property contiguous to the demised premises, now used for airport purposes, to be so used during the term of the within lease. The Lessor does not further covenant with Lessee to maintain and repair public roads and highways approaching, leading to and entering upon the demised premises and for the airport runways upon the property contiguous to the demised premises now used for airport purposes.

## **14. PERFORMANCE BY LESSEE UPON FAILURE OR LESSOR TO MAINTAIN AND OPERATE.**

In the event Lessor fails to perform, for a period of thirty (30) days after notice from Lessee so to do, any obligation required by this Agreement to be performed by Lessor, Lessee may perform such obligation of Lessor and deduct the cost to Lessee of such performance from any amounts due hereunder or otherwise from Lessee to Lessor; provided, however, that if Lessor's failure to perform any such obligation endangers the safety of Lessee's operations at the airport and Lessee so states in its notice to Lessor, Lessee may perform such obligation of Lessor at any time after giving of such notice and deduct, as aforesaid, its cost of such performance. Lessor, however, shall not be liable to Lessee for any loss of revenues to Lessee resulting from any of Lessor's acts, omissions or neglect in the maintenance and operation by it of the airport or any facilities now or hereafter connected therewith.

## **15. INDEPENDENT CONTRACTOR.**

It is agreed that nothing contained in this Contract is intended or should be construed as creating the relationship of co-partner, joint ventures, or an association with Itasca County and the City of Grand Rapids and the Lessee. Lessee is an independent contractor and neither it, its employees, agents,



subcontractors nor representatives shall be considered employees, agents, or representatives of Itasca County and the City of Grand Rapids. Except as otherwise provided herein, Lessee shall maintain, in all respects, its present control over the means and personnel by which this Lease is performed. From any amounts due Lessee, there shall be no deductions for federal income tax or FICA payments nor for any state income tax, nor for any other purposes which are associated with an employer/employee relationship unless otherwise required by law. Payment of federal income tax, FICA payments, state income tax, unemployment compensation taxes, and other payroll deductions and taxes are the sole responsibility of Lessee.

## **16. INSURANCE.**

Lessee shall obtain at its own cost and expenses all insurance required herein. All insurance coverage is subject to approval of Lessor and shall be maintained by Lessee at all times this Agreement is in effect. Lessee further agree that to protect themselves as well as Itasca County and the City of Grand Rapids under the indemnity Contract set forth above, they Lessee shall at all times during the term of the Agreement have and keep in force insurance protection as specified by Minn. Stat. 466.04, subd. 1 as may be modified from time to time by the State Legislature.

### **A. Workers' Compensation**

The Lessee shall obtain and maintain for the duration of this Agreement, statutory workers' compensation insurance and employer's liability insurance as required under the laws of the State of Minnesota.

1. State: Minnesota – Statutory
2. Employer's Liability

Insurance certificates evidencing that the above insurance is in force with companies acceptable shall be submitted for examination and approval prior to the execution of the Agreement. The insurance certificates shall specifically provide that a certificate shall not be modified, canceled, or non-renewed except upon thirty (30) days prior written notice. Neither Lessor's failure to require or insist upon certificates or other evidence of insurance showing a variance from the specified coverage changes Lessee's responsibility to comply with the insurance specifications.

## **17. INDEMNITY.**

The Lessee shall save and protect, hold harmless, indemnify and defend Lessor, its commission/council members, officers, agents, employees and volunteer workers against any and all liability, causes of action, claims, loss, damages or cost and expense arising from any intentional acts and omissions and/or negligent acts and omissions of Lessee in the performance of this Agreement, except for liability, causes of action, claims, loss, damages or cost and expense arising from the intentional acts, omissions and/or negligent acts and omissions of Lessor.

## **18. NON-DISCRIMINATION.**

The Lessee in the use of the Grand Rapids-Itasca County Airport for itself, its personal representatives, agents, successors in interest, and assigns as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- a. no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;
- b. that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of or otherwise be subjected to discrimination;
- c. that the premises shall be used in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title IV of the Civil Rights Act of 1964, and as said Regulations may be amended.
- d. Lessee in the conduct of its authorized business activities on said demised premises and on said airport, shall furnish good, prompt and efficient service adequate to meet the demands for its service at the airport, and shall furnish such service on a fair, equal and nondiscriminatory basis to all users thereof, and shall charge fair, reasonable and nondiscriminatory prices for each unit of sale or service; provided, however, that Lessee shall be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers; and,
- e. Lessee will not exercise or grant any right or privilege which would operate to prevent any person, firm or corporation operating aircraft in the airport from performing any services on its own aircraft with its own employees.

#### **19. STATUTES, RULES AND REGULATIONS.**

The Lessee's agents and servants will obey such rules and regulations as may from time to time be promulgated by the Lessor or its authorized representative in charge of the airport to insure safety and orderly conduct of flying operations from or upon said airport, and such statutes, rules and regulations as may from time to time be promulgated by the United States, by the State of Minnesota, County of Itasca or the City of Grand Rapids for like purposes.

#### **20. DEFAULT TERMINATION.**

It is expressly agreed that if default be made in the payment for rent or any other payments required herein, or any part thereof or if the Lessee shall, without the consent of the Lessor, assign this Lease for the whole or any part of said term, or use said premises or any part thereof for any other purpose than is hereinbefore specified, or violate any other covenant or agreement contained in this Lease, then, in any such case, the Lessor may serve upon the Lessee a Notice in writing by mailing a copy thereof addressed to Airways Aviation Center, which Notice shall state the default or violation of the terms of the lease claimed by the Lessor to have been made by the Lessee and of the election on the part of the Lessor to terminate the Lease, if such default or violation is not remedied within thirty (30) days from the mailing and posting of such Notice; and unless within such period such violation shall have been remedied or corrected by the Lessee and Lessee has fully complied with the provisions of the Lease claimed to have been violated, the said Lease shall upon the expiration of such period of thirty (30) days be deemed to have terminated as fully and to the same effect as if, upon said date, the original term of said Lease has expired.

## **21. EARLY TERMINATION**

Either party to this agreement may terminate this Lease Agreement at any time during its term by providing the other party 6 (six) months written notice of such termination. Said notice must be personally served on the other party. Service will be deemed as valid if the Lessee personally serves Lessor or Lessor's City Administrator. The party terminating this Lease Agreement shall not need to provide cause or justification for its decision to terminate. Both parties must continue to perform under all terms of the Lease Agreement during the 6 (six) months notice period.

## **22. ASSIGNMENT AND TRANSFERABILITY.**

It is further understood and agreed that this Lease and the privileges herein granted to the Lessee, and all right, title and interest therein, and the power to execute the same are personal to the Lessee and shall not, unless permitted herein with the consent of the Lessor, be assigned or transferred or sublet or otherwise disposed of to any person, firm or corporation, directly or indirectly, by act of the Lessee or by operation of law.


Lessor shall not unreasonably withhold such consent.

IN WITNESS WHEREOF, THE City of Grand Rapids has caused this Lease to be executed on behalf of its Mayor, pursuant to due authorization of the, City of Grand Rapids City Council and its seal to be hereunto affixed and attested by the, City Clerk and Airways Aviation Center has caused this instrument to be executed on its behalf by its President, pursuant to due authorization of its Board of Directors, all as of the day and year first above written.

**CITY OF GRAND RAPIDS**

**AIRWAYS AVIATION CENTER**

BY: \_\_\_\_\_  
Mayor

BY:  \_\_\_\_\_  
It's: President Terry Detjen

BY: \_\_\_\_\_  
City Clerk

Reviewed for Form and Content By:

\_\_\_\_\_

**Chad C. Sterle**  
**Attorney at Law**  
115 NE 4<sup>th</sup> Street  
Grand Rapids, MN 55744  
218-326-9646

Appendix A

Lessee shall pay to Lessor according to the following schedule:

2018-2020 Airways Lease Amounts:

<u>2018</u>	
Tract A-No Charge	-
Tract B	378.60
Tract C	2,756.98
Tract D	954.45
Tract E-No Charge	-
Tract F	20,410.37
Tract G	2,277.72
Tract H	676.32
	<u>27,454.44</u>
<u>2019</u>	
Tract A-No Charge	-
Tract B	382.39
Tract C	2,784.55
Tract D	963.99
Tract E-No Charge	-
Tract F	20,614.47
Tract G	2,300.50
Tract H	683.08
	<u>27,728.98</u>
<u>2020</u>	
Tract A-No Charge	-
Tract B	386.21
Tract C	2,812.40
Tract D	973.63
Tract E-No Charge	-
Tract F	20,820.61
Tract G	2,323.51
Tract H	689.91
	<u>28,006.27</u>



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0786      **Version:** 1      **Name:** GPZ State of MN amend 2  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 10/31/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider approval of Amendment #2 to Airport Lease No. 11809 with State of Minnesota  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [State of MN 11809 Amend 2 updated](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider approval of Amendment #2 to Airport Lease No. 11809 with State of Minnesota

**Background Information:**

The Grand Rapids/Itasca County Airport had previously entered into Lease No. 11809, dated May 5, 2011, with the State of Minnesota for a parcel of land at the airport. The attached addendum updates the terms of the original lease, specifically relating to terms of the agreement and the rent. No changes have been made to the agreement from the previously approved document.

**Staff Recommendation:**

City staff recommends approval of Amendment #2 to Airport Lease No. 11809 with State of Minnesota

**Requested City Council Action**

Make a motion approving Amendment #2 to Airport Lease No. 11809 with State of Minnesota

**STATE OF MINNESOTA**

**AMENDMENT OF LEASE**

Amendment No. 2

Lease No. 11809

THIS AMENDMENT No. 2 to Lease No. 11809 is made by and between Grand Rapids/Itasca County Airport Commission, a municipal corporation, hereinafter referred to as Landlord (formerly known as "Lessor"), and the State of Minnesota, Department of Administration, hereinafter referred to as Tenant (formerly known as "Lessee"), acting for the benefit of the Department of Natural Resources; Region 2.

WHEREAS, Landlord and Tenant entered into Lease No. 11809, dated May 5, 2011, as may subsequently be amended, involving a parcel of land approximately 133 feet by 300 feet containing approximately thirty nine thousand nine hundred (39,900) square feet located at Grand Rapids/Itasca County Airport in Grand Rapids, MN 55744;

WHEREAS, the parties deem certain amendments and additional terms and conditions mutually beneficial for the effective continuation of said Lease;

NOW THEREFORE, Landlord and Tenant agree to substitution and/or addition of the following terms and conditions, which shall become a part of Lease No. 11809 effective as of the date set forth herein.

1. **RENEWAL TERM** This Lease shall be renewed for a period of five (5) years, commencing January 1, 2018 and continuing through December 31, 2022 ("Renewal Term"), at the same terms and conditions as set forth in the Lease, except as otherwise provided herein.
2. **RENT**
  - 2.1 **Rent Payment** Tenant shall pay Landlord for the Renewal Term the sum of four thousand one hundred sixty five and no/100 dollars (\$4,165.00), payable on or before December 31 of each calendar year of the Renewal Term in the amount of eight hundred thirty three and no/100 dollars (\$833.00).
  - 2.2 **Rent Billing Address** Landlord shall mail or personally deliver all original bills and statements to Tenant at the following address:

Regional Business Manager  
Department of Natural Resources; Region 2  
1201 E. Highway 2  
Grand Rapids, MN 55744

- 2.3 Rent Payment Address Tenant shall mail or deliver each monthly rent payment at the end of the applicable calendar month to Landlord at the following address:

~~Airport Manager~~  
~~Grand Rapids/Itasca County Airport Commission~~  
~~1500 7<sup>th</sup> Ave SE~~ 420 N Pokegama Ave  
Grand Rapids MN 55744

3. Except as modified by the provisions of this Amendment, said Lease is ratified and confirmed as originally written.

---

**NO ATTACHMENTS**



IN WITNESS WHEREOF, the parties have set their hands on the date(s) indicated below intending to be bound thereby.

LANDLORD:  
GRAND RAPIDS/ITASOA COUNTY AIRPORT  
COMMISSION  
*Landlord certifies that the appropriate person(s) have executed the Lease on behalf of Landlord as required by applicable articles, bylaws, resolutions or ordinances.*

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

TENANT:  
STATE OF MINNESOTA  
DEPARTMENT OF ADMINISTRATION  
COMMISSIONER

By \_\_\_\_\_  
Real Estate and Construction Services

Date \_\_\_\_\_  
("Execution Date")

APPROVED:  
STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES

By *Ant Lankinen*

Title ADMINISTRATOR

Date 10-31-17

RECOMMENDED:  
DEPARTMENT OF NATURAL RESOURCES

By *Patty Shuler*

Title Regional Director

Date 10/30/17

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

By *Pat Neuman*

Date 10-25-2017

SWIFT P.O. 124076

Contract No. 133758



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0789      **Version:** 1      **Name:** PW PT Employee Start Date Change  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 10/31/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider changing the original start date for the attached list of Public Works Department part-time winter maintenance employees for the 2017-2018 Snow Removal Season.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2017 11-13 PT Winter Employee List - Start Date Change](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider changing the original start date for the attached list of Public Works Department part-time winter maintenance employees for the 2017-2018 Snow Removal Season.

### **Background Information:**

Due to the early winter weather, the Public Works Department was required to call in part-time intermittent employees to assist with winter snow removal already this season. Therefore many of our part-timers started their employment with Public Works much earlier than expected. This RCA would serve to change the initial start date of 11-16-17 to 10-27-17.

### **Staff Recommendation:**

Jeff Davies, Public Works Director, recommends changing the original start date for the attached list of part-time winter maintenance workers for the 2017-2018 Snow Removal Season.

### **Requested City Council Action**

Make a motion to approve the original start date change for the Public Works Department part-time winter maintenance employees for the 2017-2018 Snow Removal Season.

## **Public Works PT Winter Maintenance List 2017-2018**

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Aho, Ken	\$17.75/Hr	10-26-17 thru 4-30-18
Bumgarner, Roger	\$17.75/Hr	10-26-17 thru 4-30-18
Gaalaas, Karl	\$17.75/Hr	10-26-17 thru 4-30-18
Hausladen, Gary	\$17.75/Hr	10-26-17 thru 6-30-18
Heinrich, Zach	\$17.75/Hr	10-26-17 thru 4-30-18
Holmgren, Toby	\$17.75/Hr	10-26-17 thru 4-30-18
Persig, Kyle	\$10.00/Hr	10-26-17 thru 4-30-18
Plagemann, Greg	\$17.75/Hr	10-26-17 thru 4-30-18
MacLean, Riley	\$10.50/Hr	10-26-17 thru 4-30-18
Nemeth, Dale	\$17.75/Hr	10-26-17 thru 4-30-18
Romanik, John	\$10.00/Hr	10-26-17 thru 4-30-18
Ross, Steven	\$17.75/Hr	10-26-17 thru 4-30-18
Serfling, Leigh	\$17.75/Hr	10-26-17 thru 4-30-18
Werth, John	\$17.75/Hr	10-26-17 thru 4-30-18



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0792      **Version:** 1      **Name:** Statz & Warner Donation  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/2/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider accepting a \$100 donation from Michele Statz and Bijan Warner to be used by the Grand Rapids Police Department to support holiday programs.

**Sponsors:**

**Indexes:**

**Code sections:**

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

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider accepting a \$100 donation from Michele Statz and Bijan Warner to be used by the Grand Rapids Police Department to support holiday programs.

**Background Information:**

Recently, Police Chief Scott Johnson met with Dr. Michele Statz to provide qualitative data for a research project she is doing at the University of Minnesota Duluth. During the interview Chief Johnson explained some of the community outreach programs the Grand Rapids Police Department is engaged in, including holiday programs. Michele Statz and Bijan Warner, after learning of these programs, sent a check to the police department in the amount of \$100 to support one of these programs involving vehicle stops.

**Staff Recommendation:**

It is the recommendation of the Grand Rapids Police Department that the City Council adopt a resolution accepting a \$100 donation from Michele Statz and Bijan Warner to be used by the Grand Rapids Police Department to support holiday programs.

**Requested City Council Action**

Make a motion to adopt a resolution accepting a \$100 donation from Michele Statz and Bijan Warner to be used by the Grand Rapids Police Department to support holiday programs.

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

RESOLUTION NO. 17-

A RESOLUTION ACCEPTING A \$100.00 DONATION FROM MICHELE STATZ & BIJAN WARNER FOR THE GRAND RAPIDS POLICE DEPARTMENT TO BE USED TO SUPPORT HOLIDAY PROGRAMS

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:

- Michele Statz & Bijan Warner has donated \$100 to the Grand Rapids Police Department to support holiday programs.

Adopted this 13th day of November, 2017

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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 #:** 17-0794      **Version:** 1      **Name:** Consider waiving the statutory liability to the extent of the coverage purchased.

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

**File created:** 11/3/2017      **In control:** City Council

**On agenda:** 11/13/2017      **Final action:** 11/13/2017

**Title:** Consider waiving the statutory liability to the extent of the coverage purchased.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Liability Coverage - Waiver Form](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider waiving the statutory liability to the extent of the coverage purchased.

**Background Information:**

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

**Staff Recommendation:**

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

**Requested City Council Action**

Make a motion to continue waiving the statutory tort limits to the extent of the coverage purchased.



## LIABILITY COVERAGE – WAIVER FORM

**LMCIT members purchasing coverage must complete and return this form to LMCIT before the effective date of the coverage. Please return the completed form to your underwriter or email to [pstech@lmc.org](mailto:pstech@lmc.org)**

This decision must be made by the member’s governing body every year. You may also wish to discuss these issues with your attorney.

League of Minnesota Cities Insurance Trust (LMCIT) members that obtain liability coverage from LMCIT must decide whether to waive the statutory tort liability limits to the extent of the coverage purchased. The decision has the following effects:

*If the member does not waive the statutory tort limits, an individual claimant would be able to recover no more than \$500,000 on any claim to which the statutory tort limits apply. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would be limited to \$1,500,000. These statutory tort limits apply regardless of whether the city purchases the optional excess liability coverage.*

*If the member waives the statutory tort limits and does not purchase excess liability coverage, a single claimant could potentially recover up to \$2,000,000 for a single occurrence. (Under this option, the tort cap liability limits are waived to the extent of the member’s liability coverage limits, and the LMCIT per occurrence limit is \$2 million.) The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to \$2,000,000, regardless of the number of claimants.*

*If the member waives the statutory tort limits and purchases excess liability coverage, a single claimant could potentially recover an amount up to the limit of the coverage purchased. The total all claimants would be able to recover for a single occurrence to which the statutory tort limits apply would also be limited to the amount of coverage purchased, regardless of the number of claimants.*

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

City of Grand Rapids  
LMCIT Member Name

Check one:

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

Date of city council/governing body meeting 11-13-17

Signature \_\_\_\_\_ Position Mayor



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0795      **Version:** 1      **Name:** Blandin Park Grant Sumittal  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/6/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017

**Title:** Consider the submittal of a grant request to the Blandin Foundation for improvements at Blandin Park located on the Mississippi River.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [City of Grand Rapids Application for Blandin Park Funding 2017.pdf](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider the submittal of a grant request to the Blandin Foundation for improvements at Blandin Park located on the Mississippi River.

**Background Information:**

Attached is a grant application for improvements and maintenance of Blandin Park which provides detail. The grant if approved, would be contingent upon the City assuming ownership of the park.

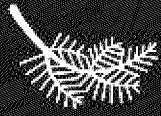
**Staff Recommendation:**

City staff is recommending the submittal of a grant.

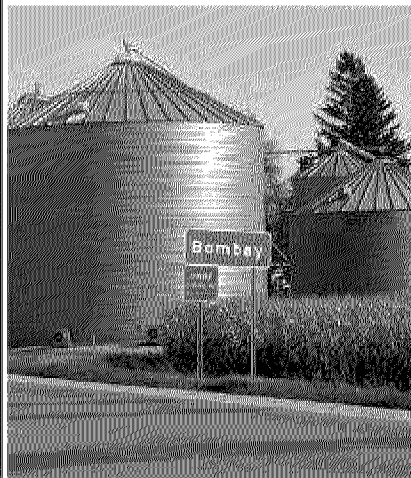
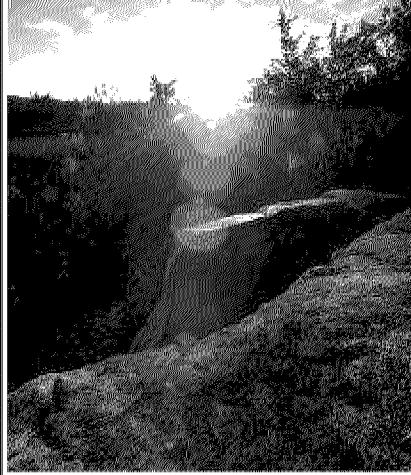
**Requested City Council Action**

A motion to approve the submittal of a grant request to the Blandin Foundation for improvements at Blandin Park located on the Mississippi River.





Blandin Foundation™  
STRENGTHENING RURAL MINNESOTA



Grants Over \$50,000

Application Due:

March 15 | June 15 | September 15 | December 15

## Grants Over \$50,000

If you haven't already, please visit our [website](#) to check your project's fit with our eligibility guidelines and areas of focus. Please email all grant applications to [grants@blandinfoundation.org](mailto:grants@blandinfoundation.org). Supporting information may be mailed separately or scanned and sent as attachments. **If you do not receive acknowledgment of your application in 2-3 business days, please call us at 218-326-0523.**

### Organization Information

<b>City of Grand Rapids</b>	<b>N/A</b>		
<i>Name of organization</i>	<i>Name on articles of incorporation, if different</i>		
<b>420 North Pokegama Ave</b>	<b>Grand Rapids, MN 55744</b>	<b>41-6005201</b>	
<i>Address</i>	<i>City, State, Zip</i>	<i>Employer Identification Number (EIN)</i>	
<b>218-326-7626</b>	<b>218-326-7608</b>	<b>www.cityofgrandrapidsmn.com</b>	
<i>Phone</i>	<i>Fax</i>	<i>Website</i>	
<b>Tom Pagel</b>	<b>City Administrator</b>	<b>218-326-7626</b>	<b>tpagel@ci.grand-rapids.mn.us</b>
<i>Name of Executive Director, CEO, Board Chair, or Lead Organizer</i>	<i>Title</i>	<i>Phone</i>	<i>E-mail</i>
<b>Tom Pagel</b>	<b>City Administrator</b>	<b>218-326-7626</b>	<b>tpagel@ci.grand-rapids.mn.us</b>
<i>Name of contact person regarding this application</i>	<i>Title</i>	<i>Phone</i>	<i>E-mail</i>

Is your organization an IRS 501(c)(3) nonprofit?  Yes  No

If no, is your organization a public agency, tribal government entity, or unit of government?

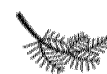
Yes  No

If no, list name and address of fiscal agent, including EIN number:

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*EIN Number*

If working through a fiscal agent, please attach an email or letter confirming they have agreed to be fiscal agent for your organization.



## Proposal Summary

Duration of project: **April 1, 2018 to March 31, 2020.**

Please give a 2-3 sentence summary of your proposal:

**The City of Grand Rapids is requesting a grant of \$450,000 for capital upgrades to the Blandin Park, located immediately south of the Blandin Foundation on the Mississippi River. The proposal also includes funds for maintaining the park for three years.**

Please give a 1-2 sentence summary of the geographic area your proposal will serve:

**The project will primarily serve residents of Itasca County, but will also benefit visitors from outside the area.**

Please give a 1-2 sentence summary of how your board and staff are representative of the population you serve.

**The City of Grand Rapids City Council is an elected body and is currently represented by four males and one female and represent a mix of individuals employed in public and private enterprise. The City staff consists of 75 full-time employees and includes 23 females and 52 males. The City of Grand Rapids is an equal opportunity employer by law.**

## Budget Summary

Fiscal Year of Organization or Project:	<b>January 1<sup>st</sup> to December 31<sup>st</sup></b>
Total project budget:	<b>\$657,646</b>
Total dollar amount requested of Blandin Foundation:	<b>\$450,000</b>
Total annual budget (organization, division, or program):	<b>\$132,505</b>

## Signature

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*Dale Adams, Mayor*

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*Signature (scanned/electronic signature acceptable)*





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0797      **Version:** 1      **Name:** Ray's Sport & Marine Lease Agreement 2018-2020  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/6/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017

**Title:** Consider extending the current Lease Agreement between the City of Grand Rapids ("Landlord") and Ray's Sport & Marine ("Tenant") for a Term of three (3) one year terms effective January 1, 2018 through December 31, 2020.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [2018-20 11-13 Ray's LEASE AGREEMENT](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider extending the current Lease Agreement between the City of Grand Rapids ("Landlord") and Ray's Sport & Marine ("Tenant") for a Term of three (3) one year terms effective January 1, 2018 through December 31, 2020.

### **Background Information:**

On January 1st, 2005, the City of Grand Rapids entered into a Lease Agreement with Ray's Sport & Marine and this lease has been renewed for over ten years. The Property Description is outlined in Exhibit "A" of the Lease Agreement as Lots 7-12, Block 22, 3rd Division and East 1/2 of Vacated N-S Alley, Grand Rapids, Minnesota and the lot size is 150 feet by 150 feet. The sum of \$2,000 shall be paid on or before the first day of each year of the three (3) one year terms, made payable to the Grand Rapids City Finance Department.

There are no recommended changes to the Lease Agreement that was approved in November of 2014.

### **Staff Recommendation:**

Jeff Davies, Public Works Director, recommends extending the current Lease Agreement to Ray's Sport & Marine.

### **Requested City Council Action**

Approve extending the current Lease Agreement between the City of Grand Rapids ("Landlord") and Ray's Sport & Marine ("Tenant") for a Term of three (3) one year terms effective January 1, 2018 through December 31, 2020.

## LEASE AGREEMENT

THIS LEASE is made this 13th day of November, 2017, between the City of Grand Rapids by and through its City Council (“Landlord”) and Ray’s Sports & Marine – David Hernesman (“Tenant”).

### RECITALS

Landlord hereby leases to Tenant, and Tenant hires and takes from Landlord the Premises located in the City of Grand Rapids, County of Itasca, State of Minnesota, (“the Premises”) legally described on Exhibit “A” attached.

THIS LEASE is made upon the following terms and conditions which the Landlord and Tenant covenant and agree to keep and perform;

### I. USE

The Premises shall be used and occupied by Tenant as a facility for open storage of boats and similar equipment, and shall not be used in a matter which will unduly disrupt or interfere with the use of adjoining Premises by Landlord.

### II. TERM

The Term of this Lease shall be three (3) one year terms commencing on January 1st, 2018.

### III. RENT

Tenant shall pay to the Landlord, at such place as shall be designated by Landlord, rent in advance, in the sum of \$2,000.00 per year, before the first day of the Term, to be made payable to the Grand Rapids City Finance Department.

### IV. POSSESSION

Landlord covenants that possession of the remises will be delivered to Tenant at the commencement of the Term Tenant will keep and maintain the Premises during the Term, and quit and deliver the Premises to Landlord at the end of the Term or at any previous termination thereof for any cause, in as good order and condition and state or repair, reasonable use and wearing thereof and inevitable accidents excepted, as now exists. Tenant shall keep and store all boats or any other item a safe distance from the electrical substation located up on the same property as to be determined by City staff.

## V. MAINTENANCE

Tenant shall keep said Premises continually in a neat, clean and respectable condition and shall provide such maintenance as required by municipal authority. All garbage and refuse of any kind shall be removed at Tenant's expense. Tenant will not make or suffer any waste thereon, and will not assign or sublet said Premises or any part thereof without written consent of Landlord.

## VI. TAXES AND UTILITIES

Tenant shall pay all real estate taxes or assessments levied against said Premises due to Tenants occupancy as a non-governmental entity.

## VII. IMPROVEMENTS AND ALTERATIONS

The Premises consists of bare land with no improvements. Subjects to Landlord's prior approval, which shall not be unreasonably withheld, Tenant may place fences or such other similar items used or useful in connection with the operation of Tenant's business on the Premises. All work done in connection therewith shall comply with all applicable laws, ordinances, codes and regulations. All such things hereafter installed by Tenant shall remain the property of Tenant and in the case of damage or destruction thereto by fire or other causes, Tenants shall have the right to recover Tenant's own loss from any insurance company with which Tenant has insured the same. Tenant may remove all or any such things at any time during the term of the Lease, and shall do so upon termination of this Lease, provided, however, that upon removal of such equipment the order, condition and state of repair of the Premises shall be the same as of the commencement of this Lease, and shall not have been disturbed or affected by details of installation or removal of said equipment.

## VIII. INDEMNITY AND INSURANCE

Tenant shall indemnify Landlord for any loss or casualty to the Premises occasioned by negligence or fault of Tenant or Tenant's employees or invitees, and further will obtain a policy of liability insurance against any loss or injury suffered by anyone relating to the Premises because of the negligence or fault of Tenant or because of the condition or operation of the business therein in the sum of \$1,000,000.00, naming Landlord as an additional insured thereon. Tenant shall provide a copy of said liability insurance policy or policies for the inspection of Landlord upon request of Landlord.

**IX. QUIET ENJOYMENT**

Tenant, on paying the rent provided herein and upon performance of all the terms and conditions of the Lease on its part to be performed, shall at all times during the term hereof peacefully and quietly have, hold and enjoy the Premises.

**X. CANCELLATION**

If the monthly payments or any of them, whether they are demanded or not, are not paid when they become due; or if any other terms of this Agreement be violated by Tenant, then Landlord shall have the right to cancel this Lease at once, and re-enter and take possession of said Premises immediately, and without any previous notice of intention to re-enter, under such terms and conditions as allowed by law.

Either party may terminate the Lease without cause upon at least six (6) months written notice to the other at anytime during its term. Upon termination without cause, rent shall be pro-rated to the termination date.

This instrument has been executed by the parties as of the day and year written above.

**LANDLORD:**

GRAND RAPIDS CITY COUNCIL

BY: \_\_\_\_\_

It's Mayor

ATTEST: \_\_\_\_\_

City Administrator

**TENANT:**

RAY'S SPORT & MARINE

BY: \_\_\_\_\_

Its: \_\_\_\_\_

## **EXHIBIT A**

### **Property Description:**

Lots 7-12, Block 22, 3<sup>rd</sup> Division and East ½ Vacated N-S Alley, Grand Rapids, Minnesota

150 feet by 150 feet lot size







# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0798      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/7/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider approving the hiring of part-time employees at the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider approving the hiring of part-time employees at the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.

**Background Information:**

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 November 14, 2017 and complete employment by December 31, 2017.

- Keaghan Graeber, Warming House Attendant, \$9.50 per hour
- Caleb Andrews, Warming House Attendant, \$9.50 per hour
- Nick Johnson, Warming House Attendant, \$9.50 per hour
- Dillon Brutlag, Warming House Attendant, \$9.50 per hour
- Reid LaRoque, Warming House Attendant, \$9.50 per hour
- Dinah Calicher, Warming House Attendant, \$9.50 per hour
- Ryan Barrett, Warming House Attendant, \$9.50 per hour
- Elizebeth Bowman, Concessions, \$9.50 per hour
- Kaija Kinnunen, Concessions, \$9.50 per hour

**Staff Recommendation:**

City staff is recommending the approving of hiring of seasonal and regular part-time employees with the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.

**Requested City Council Action**

Make a motion approving the hiring of seasonal and regular part-time employees with the Grand Rapids Park and Recreation Department, IRA Civic Center and the Grand Rapids Sports Complex.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0799      **Version:** 1      **Name:** Tony Clifton  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/7/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Considering authorizing staff to apply for a grant from the Minnesota Department of Public Safety  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Considering authorizing staff to apply for a grant from the Minnesota Department of Public Safety

**Background Information:**

The Grand Rapids Fire Department has the opportunity to apply for a grant for the Hazardous Material Chemical to be reimbursed at an 80/20 match to be used for training and educational purposes. The twenty percent funding match is accounted for within the Hazmat Team regular budget.

**Staff Recommendation:**

Allow staff to submit a grant request to the Department of Public Safety on behalf of the Hazardous Material Chemical Assesment Team.

**Requested City Council Action**

Make a motion to authorize staff to apply for a grant from the Department of Public Safety.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0801      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/7/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider approving purchase of a thermal imaging camera from Emergency Response Solutions  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:**

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider approving purchase of a thermal imaging camera from Emergency Response Solutions

**Background Information:**

The budget cycle for the Grand Rapids Fire Department Hazmat ended September 30, 2017. In an effort to expedite a purchase that could be made under the 2016-17 budget, City Administrator Pagel approved the purchase of a thermal imaging camera in accordance with the City's small purchasing policy. This purchase was received in time to be funded under the 2016-17 budget, and is on the council bill list for this meeting. The purchase price was \$7,499.00 and was funded under the regular Hazmat Contract budget.

**Staff Recommendation:**

Approve the purchase of a thermal imaging camera from Emergency Response Solutions.

**Requested City Council Action**

Make a motion to approve the purchase of a thermal imaging camera through the 2016-17 state hazmat budget as authorized through the City of Grand Rapids small purchasing policy.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0802      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/7/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider approving a resolution accepting a donation of \$270.00 from Rebecca LaPlant for the Human Rights Indigenous People's Day Event.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Indigenous People Donation.pdf](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider approving a resolution accepting a donation of \$270.00 from Rebecca LaPlant for the Human Rights Indigenous People's Day Event.

**Background Information:**

The donation will be used towards the Indigenous People's Day Event: Big Sandy Lake Tragedy of 1850 Essay Contest awards.

**Staff Recommendation:**

Please consider approving a resolution to accept the \$270.00 donation from Rebecca LaPlant.

**Requested City Council Action**

Make a motion approving a resolution to accept the \$270.00 donation from Rebecca LaPlant for the Human Rights Indigenous People's Day Event.

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

RESOLUTION NO. 17-

A RESOLUTION ACCEPTING A \$270 DONATION FROM REBECCA LAPLANT  
TO THE CITY OF GRAND RAPIDS TO BE USED FOR THE HUMAN RIGHTS  
INDIGENOUS PEOPLE'S DAY EVENT

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:

- Rebecca LaPlant has donated \$270 to the City of Grand Rapids to for the Human Rights Indigenous People's Day Event.

Adopted this 13th day of November, 2017

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Dale C. Adams, Mayor

Attest:

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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 #:** 17-0804      **Version:** 1      **Name:** Commission resignation  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/7/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider accepting the resignation of Karen Walker from the Arts & Culture Commission.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Karen Walker - Resignation.pdf](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider accepting the resignation of Karen Walker from the Arts & Culture Commission.

**Background Information:**

Ms. Walker was initially appointed the Arts & Culture Commission at its inception in May of 2013. She was appointed to a subsequent three year term beginning January 1, 2016. Attached is Ms. Walker's notice of resignation from the Commission effective October 20, 2017. This will create an unexpired term vacancy through December 31, 2018.

**Staff Recommendation:**

Accept resignation and authorize staff to fill the vacancy.

**Requested City Council Action**

Make a motion to accept the resignation of Karen Walker from the Arts & Culture Commission and authorize staff to fill the vacancy.

Karen S. Walker  
20058 Crystal Springs Loop  
Grand Rapids, MN 55744

[kwalker@isd318.org](mailto:kwalker@isd318.org)  
218-259-0892

October 16, 2017

Chairperson Sonja Merrild of the  
Arts and Culture Commission of City of Grand Rapids, MN  
[smmerrild@blandinfoundation.org](mailto:smmerrild@blandinfoundation.org)

Dear Sonja,

I am resigning from the Arts and Culture Commission of City of Grand Rapids, MN as of 10/20/17. I have enjoyed being part of the Commission and the vibrant people who make up the Commission. The Commission has accomplished many great tasks since it has formed and I am happy that I was a part of that. Thank you to all of the Commission for being the great people that you are and for working so hard and mindfully to further Arts and Culture in the City of Grand Rapids, MN and the surrounding area. I look forward to seeing the completion of many of the projects that the Commission is working on now and the new ideas, goals, and projects the Commission creates. Please feel free to contact me and/or any of the staff of IASC Community Education if we can be of assistance in the future.

The City of Grand Rapids is fortunate to have you all on the Commission.

Sincerely,

Karen S. Walker

Cc: Michele Palkki [mpalkki@ci.grand-rapids.mn.us](mailto:mpalkki@ci.grand-rapids.mn.us)

Amy Dettmer [adettmer@ci.grand-rapids.mn.us](mailto:adettmer@ci.grand-rapids.mn.us)



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0809      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/8/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider the adoption of a resolution accepting a Small Cities Development Program (SCDP) \$878,720.00 grant from the Minnesota Dept. of Employment and Economic Development (DEED) for commercial and residential rehabilitation projects and authorize execution of the grant contract with DEED.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Resolution accepting SCDP grant.pdf](#)  
[Grand Rapids Contract- encumbered.pdf](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider the adoption of a resolution accepting a Small Cities Development Program (SCDP) \$878,720.00 grant from the Minnesota Dept. of Employment and Economic Development (DEED) for commercial and residential rehabilitation projects and authorize execution of the grant contract with DEED.

**Background Information:**

After DEED had experienced some delays in receiving their allocation of Community Development Block Grant funds from HUD, they have provided for the City's approval the attached Grant Contract for a SCDP grant award of \$878,720.00. As described within the Contract, this grant will provide \$448,000.00 for the rehabilitation of at least 20 single family, owner occupied, residential homes and \$320,000.00 for the rehabilitation of at least 10 commercial buildings within defined target areas. The grant also provides \$110,720.00 of funding for the administration of the grant, which will be conducted through a separate contract with Itasca County HRA.

**Staff Recommendation:**

Adopt the attached resolution

**Requested City Council Action**

Adopt a resolution accepting a Small Cities Development Program (SCDP) \$878,720.00 grant from the Minnesota Dept. of Employment and Economic Development (DEED) for commercial and residential rehabilitation projects and authorize execution of the grant contract with DEED.



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

RESOLUTION NO. 17-

A RESOLUTION ACCEPTING AN \$878,720.00 GRANT FROM THE MINNESOTA DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT (DEED) SMALL CITIES DEVELOPMENT PROGRAM (SCDP) FOR COMMERCIAL AND RESIDENTIAL REHABILITATION PROJECTS AND AUTHORIZING THE GRANT CONTRACT EXECUTION

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

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

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Grand Rapids, Itasca County, Minnesota, accepts the \$878,720.00 grant from the Minnesota Department of Employment and Economic Development for SCDP Commercial and Residential Rehabilitation projects and authorizes the execution of the grant contract with DEED.

Adopted this 13<sup>th</sup> day of November, 2017.

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

Attest:

\_\_\_\_\_  
Kimberly Gibeau, City Clerk

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



**STATE OF MINNESOTA  
GRANT CONTRACT**

**DEPARTMENT OF EMPLOYMENT AND ECONOMIC DEVELOPMENT  
BUSINESS AND COMMUNITY DEVELOPMENT DIVISION**

**Small Cities Development Program Grant Contract  
Grant No: CDAP-16-0062-O-FY17  
City of Grand Rapids Comprehensive Project**

This grant contract is between the State of Minnesota, acting through the Department of Employment and Economic Development, Business and Community Development Division, (STATE) and the City of Grand Rapids, 420 N Pokegama Avenue, Grand Rapids, MN 55744 ("GRANTEE").

**Recitals**

1. The State has been allocated funds by the United States Department of Housing and Urban Development under the Community Development Block Grant Program (CDBG) and is authorized to administer the funds pursuant to Minnesota Statutes 116J.401(2). Under Minn. Stat. 116J.402, the State is empowered to enter into contracts as necessary to perform the Commissioner's duties.
2. The State is in need of local units of government to administer projects in accordance with the Small Cities Development Program (SCDP), Minnesota Rules chapter 4300.
3. The Grantee represents that it is duly qualified and agrees to perform all activities and duties described in this grant contract to the satisfaction of the State.

**Grant Contract**

**1 Terms of Grant Contract**

*1.1 Effective date:* 9/25/2017

*1.2 Expiration date:* 9/30/2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

*1.3 Survival of Terms.* The following clauses survive the expiration or cancellation of this grant contract: 8. Liability; 9. Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; 15. Data Disclosure; 18. Assessments; and 30. Program Income.

**2 Grantee's Duties**

*2.1* The Grantee has made application to the State for the purpose of administering a SCDP project in the manner described in Grantee's "APPLICATION," which is incorporated into this agreement by reference.

The Grantee, who is not a state employee, is awarded funds to provide financial assistance to address the need for decent, safe, affordable housing, economic development and public facility needs, and provide a suitable living environment by expanding economic opportunities, principally benefiting low to moderate income households. The activities may include: Housing Rehabilitation – (This includes owner-occupied and single family, duplex and multi-family rental units), Commercial Rehabilitation, and Public Facility Improvements: (i.e., construction or improvements to water and wastewater systems, etc.)

Specific grantee activity will be detailed and set forth in Clause 4.1(a)

**2.2 Provisions for Contracts and Sub-grants.**

*(a) Contract Provisions.* The Grantee must include in any contract and sub-grant, in addition to provisions

that define a sound and complete agreement, such provisions that require contractors and sub-grantees to comply with applicable state and federal laws.

**(b) Job Listing Agreements.** Minn. Stat. § 116L.66, subd.1, requires a business or private enterprise to list any vacant or new positions with the state workforce center if it receives \$200,000 or more a year in grants from the State. If applicable, the business or private enterprise shall list any job vacancy in its personnel complement with MinnesotaWorks.net at www.minnesotaworks.net as soon as it occurs.

**(c) Payment of Contractors and Subcontractors.** The Grantee must ensure that all contractors and subcontractors performing work covered by this grant are paid for their work that is satisfactorily completed.

**(d) Secondary Applying Communities.** Any secondary applying community that is a part of this project must comply with all applicable laws and regulations as stated in this grant agreement. All secondary applying communities will complete the DEED "Local Community Resolution for Secondary Communities" and provide to the State in order to benefit from State assistance outlined in 4.1.

**3 Time**

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

**4 Compensation and Payment**

**4.1 Compensation.** The Grantee will be reimbursed according to the budget breakdown provided in the table below to support the activities listed in this table:

Fed. Obj.	Activity Code	Activity Title	Unit Goal	Number of households/ persons served	Number of LMI households/ persons served	SCDP Funds	Other Funds	Total
LMH	14A	Res. Owner Rehab.	20	20	20	\$448,000.00	\$217,000.00	\$665,000.00
SBA	14E	Commercial Rehab	10	10		\$320,000.00	\$212,500.00	\$532,500.00
	21A	Administration				\$110,720.00	\$22,000.00	\$132,720.00
		<b>Totals</b>				<b>\$878,720.00</b>	<b>\$451,500.00</b>	<b>\$1,330,220.00</b>

**(a) Reduction in Actual Cost.** For projects that involve construction of public facilities, conversion for new housing, or rehabilitation of 8 housing units or more under one site: If bids are 25 percent or more less than estimated project costs presented in the Grantee's Application, the Grantee must contact the State. Grant amount may be reduced.

**(b) Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$878,720.00**.

**(c) Pre-agreement Costs.** Grantee may incur administrative costs prior to the fully executed grant agreement. This would include work on the environmental clearance, producing rehabilitation policies and procedures, and costs associated with attending SCDP implementation training.

**4.2 Payment**

**(a) Disbursements.** The State will disburse funds to the Grantee pursuant to this Contract, based upon payment requests submitted by the Grantee and reviewed and approved by the State.

Payment requests will be processed on a bi-weekly calendar basis with the calendar being provided by the State. The total amount of grant funds requested must be two thousand dollars (\$2,000) or more in each payment request. The final payment request, and payment requests made in the two week periods prior to June 30 and September 30 of each year, may be under \$2,000.

The State has authority to withhold payment of administrative funds if adequate progress on contractual goals is not being met.

- (a) **Federal Funds.** Payments under this grant contract will be made from federal funds obtained by the State through Title 1 CFDA number 14.228 of the Housing and Community Development Act of 1974, as amended. The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

Funds made available pursuant to this agreement shall be used only for expenses incurred in performing and accomplishing such purposes and activities during the grant period described above. Notwithstanding all other provisions of this agreement, it is understood that any reduction or termination of Housing and Urban Development funds provided to the State may result in a reduction to the Grantee.

Where provisions of the Grantee's Application are inconsistent with other provisions of this agreement, the other provisions of this agreement shall take precedence over the provisions of the Application.

- (b) **Eligible Costs.** Eligible costs include the costs identified in the Section 4(a) of this Contract that are incurred during the contract period and are also eligible for the CDBG program.

## 5 Conditions of Payment

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

## 6 State's Authorized Representative and Grantee's Project Director

The State's Authorized Representative is Hillary Friend, Grants Specialist, 1<sup>st</sup> National Bank Building, Suite E200, 332 Minnesota Street, St. Paul, MN 55101-1351, (651) 259-7504, [Hillary.friend@state.mn.us](mailto:Hillary.friend@state.mn.us), or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the activities and duties provided under this grant contract.

The Grantee's Project Director is Amanda MacDonell, Program Development Specialist, Itasca County HRA, 102 NE 3rd Street, Suite 160, Grand Rapids, MN 55744, (218) 326-7978, [amanda@itascacountyhra.org](mailto:amanda@itascacountyhra.org) or his/her successor. If the Grantee's Project Director changes at any time during the grant period, the Grantee must immediately notify the State.

## 7 Assignment, Amendments, Waiver, and Grant Contract Complete

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

**7.2 Amendments and Revisions.** Any changes to this contract including, scope of the project and project activities, the budget, policy outlined in the Application, or the expiration date must be approved in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

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

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

## **8 Liability**

Subject to the provisions and limitations of Minn. Stat. §466, the Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

## **9 State and Federal Audits and Monitoring**

Under Minn. Stat. §16B.98, subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination and will be accessible to the General Accounting Office, the U.S. Department of Housing and Urban Development, State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. The State shall monitor grantee performance as outlined in its Action Plan to HUD. The Grantee will make all books, records, documents, and accounting procedures and practices accessible for any monitoring. Monitoring will be based on forms provided by the State.

The Grantee shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156). When a Grantee expends over \$750,000 in federal funds during their fiscal year, an A-133 audit is required to be submitted for that year.

## **10 Government Data Practices and Intellectual Property**

**10.1 Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

**10.2 Intellectual Property Rights.** In the event that the Grantee secures a copyright protection on any of the work product created as part of the project, the Grantee agrees to and does hereby grant to the State and its officers, agents, and employees acting within the scope of their official duties, a royalty-free, non-exclusive, and irrevocable license to publish, translate, reproduce, deliver, perform, dispose of, and to authorize others to do so for the use by the State, its divisions, instrumentalities, and local subdivisions, all materials, reports, writings, sound recordings, pictorial reproductions, drawings, or other graphical representations, and works developed and/or used in connection with the Project now or hereafter covered by copyright.

## **11 Workers' Compensation**

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

## **12 Publicity and Endorsement**

**12.1 Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

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

## **13 Governing Law, Jurisdiction, and Venue**

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

## **14 Termination**

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

**14.2 Termination for Cause.** The State may immediately terminate this grant contract, or any activity outlined in Section 4.1(a), if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. Termination of an activity outlined in 4.1 could occur due to no submissions of disbursement requests within a 12-month period of time. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**14.3 Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

- a) It does not obtain funding from the Department of Housing and Urban Development;
- b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the activities outlined in 4.1(a) of this agreement. Termination must be by a written notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

## **15 Data Disclosure**

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

### **Other Provisions**

## **16 Accounting**

For all expenditures of funds made pursuant to this Contract, the Grantee must keep financial records, including properly executed contracts, invoices, and other documents sufficient to evidence in proper detail the nature and propriety of the expenditures. Accounting methods must be in accordance with generally accepted accounting principles.

## **17 Uniform Relocation Assistance and Real Property Acquisition Policies Act**

Permanent easements of land required for any public facilities improvement made using SCDP funds, or in conjunction with SCDP activities, must be acquired in conformance with the provisions of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (49 CFR 24). Budget modification, if necessary to achieve compliance, must be approved in writing by the State.

Unless otherwise approved in writing by State, use of SCDP funds to purchase real property is limited to the value established by appraisal(s) conducted in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Reuse of real property that is acquired with SCDP funds must be approved by the State.

**18 Assessments**

Grantee will not assess the SCDP funds share of any public facilities project.

**19 Debarment and Suspension Certification**

(If applicable) The Grantee agrees to follow the President's Executive Order 12549 and the implementing regulation "Non-procurement Debarment and Suspension: Notice and Final Rule and Interim Final Rule," found at 53 FR 19189, May 26, 1988, as amended at 60 FR 33041, June 26, 1995, including Appendix B, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions;" unless excluded by law or regulation. Evidence that contractors are not debarred will be maintained over the life of the grant.

Eligible Contractors: All Grantees are required to verify that all contractors, subcontractors and sub-recipients are not listed on the Federal publication that lists debarred, suspended and ineligible contractors. Evidence of this determination must be readily available to the State throughout the life of the project.

**20 Conflict of Interest**

The Grantee must comply with the Conflict of Interest provisions of Minn. Stat. § 471.87 – 471.88 and Subpart K of 24 CFR, Part 570.611 of the Code of Federal Regulations. Grantee will screen for conflicts of interest in any activity that involves individual assistance and exceptions for participation for individual assistance must be approved by DEED.

**21 Federal Environmental Standards**

Unless the State indicates otherwise and prior to release of funds, the Grantee is required to conduct an environmental review on project activities to comply with the National Environmental Policy Act of 1969 (NEPA), as amended. Disbursement of funds from the State will not occur until State has issued an environmental clearance to the Grantee.

Grantee must maintain environmental review documentation and records and make them available to the public.

**22 Drug-free Workplace/Drug-Free Workplace Awareness Program**

The Grantee agrees to provide a drug free workplace by notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying actions that will be taken against employees for violation of such prohibition. The Grantee must have an Awareness Program, or establish a drug free workplace awareness program to inform employees about the dangers of drug abuse, the availability of drug counseling and penalties for violations of the drug free workplace policy. Prior to release of funds, Grantee will provide evidence of a drug-free workplace to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

**23 Prohibition of Excessive Force Policy**

The Grantee agrees to adopt and enforce a policy to prohibit the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations (P.L. 101-144, Section 519). Prior to release of funds, Grantee will provide evidence of a Prohibition of Excessive Force Policy to the State. If applicable, all secondary communities involved with this project will adhere to this condition.



**24 Residential Anti-displacement and Relocation Assistance Plan**

The Grantee agrees to adopt, make public and follow a "residential anti-displacement and relocation assistance plan" in accordance with Section 104(d) of the Housing and Community Development Act of 1974, as amended. This plan must include steps to minimize displacement of residents caused by project activities. Prior to release of funds, Grantee will provide evidence of a Residential Anti-displacement and Relocation Assistance Plan to the State. If applicable, all secondary communities involved with this project will adhere to this condition.

**25 Fair Housing**

Grantee agrees to abide by and promote all Fair Housing Regulations during the grant period, including conducting at least one unique activity to affirmatively further fair housing each year that the grant remains open. Activities must be reported via the State's Annual Report each year.

**26 Policies and Procedures**

Where applicable and prior to release of funds, Grantee must approve and maintain policies and procedures which are consistent with the Application and consistent with current SCDP guidance and policy. All policies and procedures must adhere to federal and/or state requirements.

**27 Federal Labor Standards**

When applicable, Grantee must comply with all federal Davis Bacon and Related Act requirements (DBRA). Grantee must follow DEED's "12 Step Instructions" that are available on the SCDP portion of the DEED website in order to comply with DBRA. Grantee must submit the DEED "Notice of Contract Award" to DEED staff within 14 days of each contract award where DBRA applies and before using grant funds to pay contractors or subcontractors. For projects involving a public facility or rental rehabilitation of eight or more units, copies of the first payroll for each contractor and/or subcontractor working on the project will be provided to DEED staff for review before any cash disbursements for the activity are issued by the State.

**28 Use of Out of State Contractors**

The Grantee must comply with Minnesota Statutes, Section 290.9705 by either:

A. Depositing with the State, eight percent of every payment made to non Minnesota construction contractors, where the contract exceeds \$50,000; or

B. Receiving an exemption from this requirement from the Minnesota Department of Revenue.

**29 Reporting**

Grantee shall submit reports annually during the grant period to the State by October 15, or the date designated by the State. All other reports must be in accordance with the reporting requirements set forth in Minnesota Rule 4300.3200. Grantee shall use the reporting forms provided by the State.

**30 Program Income**

Program Income is defined as any income equal to or exceeding \$35,000 in a federal fiscal year (October 1-September 30) received by the Grantee from repayments on deferred or installment loans made from SCDP grants. Any income received from these SCDP loans that total less than \$35,000 in a federal fiscal year, is not Program Income, but must be reused for an SCDP approved purpose. Total Program Income expenditures for the year must be reported on the expenditures section of the annual report. Program Income must all be used before SCDP will provide a payment request form, if applicable.

Grantee agrees to have a "SCDP Income Reuse Plan" on file that states how Program Income and other funds generated from the grant will be reused. This plan should prescribe that funds will be reused for an approved SCDP purpose and be consistent with the Grantee's Application. If the funds received by the Grantee cannot be utilized by the Grantee within a reasonable amount of time, the State may ask for the funds.

Annual Post Closeout Program Income Reporting: Following grant closeout, the Grantee must report Program

Income to the state by October 15 of each year. Reporting must include Program Income:

- Funds received during the federal fiscal year,
- Expended during the federal fiscal year, and the funds
- Balance at the end of the federal fiscal year.

This reporting will be completed online using the “Post Closeout Online Reporting” and if applicable the “Post Closeout Program Income Expenditure Reporting Form” located on the DEED/SCDP website. These forms can be found on this webpage: <http://mn.gov/deed/government/financial-assistance/community-funding/>.

Grantees should track Program Income (\$35,000 or more received in a fiscal year) and other income from SCDP loans (under \$35,000 in a year) with separate accounts. These funds do not include Minnesota Investment Funds.

Refer to SCDP A-Z Guide for additional information.

### **31 Procurement**

The Grantee must maintain documentation that shows that professional services were procured in accordance with "The Common Rule," Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at 24 CFR, Part 85, as amended. Services obtained from an HRA, RDC, or nonprofit organization do not have to be procured by competitive negotiation, but contracts for these services must only be on a cost reimbursement basis, accounted for in accordance with "The Common Rule."

All construction contracts will require competitive bidding, unless waived by the State.

### **32 Equal Employment & Section 3**

Grantee must include Executive Order 11246 (Standard Federal Equal Employment Opportunity Construction Contract Specifications) as well as the Section 3 Clause §135.38, notice regarding economic opportunities for low and very low income persons in all Grantee bidding and contract documents for which the construction costs exceed \$100,000. All Grantees must have a Section 3 and Women or Minority-Owned Business plan documenting how they will promote the use of Section 3 and women or minority-owned contractors and collect the SCDP Section 3 and Women or Minority-Owned Business Certification form(s) from all contractors used on the project.

### **33 Public Hearing**

The Grantee will hold a second public hearing (first was held for submission of Application) that includes a citizen participation opportunity midway through the implementation period to solicit public feedback on grant progress and results. The public hearing must be publicly advertised and minutes from the hearing and evidence that the hearing was publicly advertised will be provided to the State, if requested. Documentation that the second public hearing was held will be made on the final report to DEED.

### **34 Record Retention**

The Grantee will maintain all grant related records and files for six years after grant closeout. If applicable, the Grantee will maintain files for all individual, SCDP deferred or installment loans until they have expired.

### **35 Bid Specifications**

For projects that involve construction of public facilities, new housing construction, conversion for new housing, or rehabilitation of 8 housing units or more under 1 site: Grantee will provide State with bid specifications (not maps or architectural drawings) for review and approval.

### **36 Rental Development Agreement**

When applicable and prior to release of funds, the Grantee will provide the State with a development agreement between the Grantee and developer and, if applicable, the management company who will manage the building(s). The agreement(s) will include provisions to ensure that rents and utility costs charged for housing units meet current DEED standards and incomes of tenants are within the current HUD section 8 limits. If applicable, the agreement would also ensure against the economic displacement (rents and utilities raised to above 30% of a household's gross, monthly income) of any current housing tenants.

**37 National Objectives**

All activities outlined in the Grantee Application and table contained in 4.1 shall meet a National Objective as outlined by the CDBG program. In the event that any facility used for multi-family rental housing no longer meets the Benefit to Low and Moderate Income People National Objective, the SCDP construction funds used to construct or renovate the facility will be returned to the State within a reasonable time frame. This provision will expire five years after the closeout date associated with the final Grant Adjustment Notice, unless a different time period is contained in the Application.

**38 Lead Based Paint**

For activities that involve the renovation of housing, the Grantee will follow the DEED lead policy.

The State and Grantee acknowledge their assent to this agreement and agree to be bound by its terms through their signatures entered below.

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

Date: 03/20/17

SWIFT Contract/PO No(s) 134206 PO 318186 PR 33439

**3. STATE AGENCY**

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

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

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

**2. GRANTEE**

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

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

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

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

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

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

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

Distribution:  
Agency  
Grantee  
State's Authorized Representative - Photo Copy

City of Grand Rapids  
Grant #CDAP-16-0062-O-FY17



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

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**File #:** 17-0810      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/8/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017

**Title:** Consider entering into a contract with the Itasca County HRA for the administration of the DEED Small Cities Development Program (SCDP) grant for a minimum of 10 commercial and 20 residential rehabilitation projects.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [ICHRA SCDP Grant Admin Contract.pdf](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider entering into a contract with the Itasca County HRA for the administration of the DEED Small Cities Development Program (SCDP) grant for a minimum of 10 commercial and 20 residential rehabilitation projects.

**Background Information:**

The Itasca County HRA provided grant administration services on the prior (2014) SCDP grant and has assisted with the preparation of the recently awarded SCDP grant of \$878,720.00. As provided for within the City's grant contract with DEED, the cost for the grant administration, funded by this grant, is \$110,720.00. The attached contract between the City and the Itasca County HRA, which follows the form of the previous contract for the 2014 grant, details the HRA's grant administration services to be funded by the grant.

**Requested City Council Action**

Adopt a motion entering into a contract with the Itasca County HRA for the administration of the DEED Small Cities Development Program (SCDP) grant for a minimum of 10 commercial and 20 residential rehabilitation projects.

**ADMINISTRATION CONTRACT  
WITH  
ITASCA COUNTY HOUSING AND REDEVELOPMENT AUTHORITY**

This contract, for Administrative Services, is between the City of Grand Rapids, (*hereinafter referred to as "City"*) and the Itasca County Housing and Redevelopment Authority, (*hereinafter referred to as "ICHRA"*) for purposes of administering the Minnesota Department of Employment and Economic Development, (*hereinafter referred to as "DEED"*) Small Cities Development Program (*hereinafter referred to a "SCDP"*) Grant Agreement CDAP-16-0062-O-FY17, attached hereto as Exhibit A (*and hereinafter referred to as "Grant Agreement"*).

**WITNESSETH:** In consideration of the mutual covenants and agreements contained herein, the *City* and the *ICHRA* agree as follows:

1. The term of this contract is from November 1, 2017, through until such date that all loans made with grant funding to property owners for rehabilitation of their property have been forgiven or repaid.
2. The *City* shall reimburse the *ICHRA* from and limited to the funds allocated in the *Grant Agreement* for Administration up to the amount authorized and legitimately claimed for Administrative Services. In consideration of this financial reimbursement, the *ICHRA* agrees to act as the Administering Agent for the *City*.
3. The *ICHRA* shall act in accordance with all applicable provisions of Title One of the Housing and Community Development Act of 1974, as amended, its implementing regulation particularly federal statutes identified as Title 24 of the Code of Federal Regulations Part 570, all applicable federal and state laws and the requirements and instructions provided by *DEED* and undertake to perform on behalf of the *City* the activities that are specified within the *Grant Agreement*.
4. The *ICHRA* will develop and implement a Comprehensive Rehabilitation Program (*hereinafter referred to as the Rehabilitation Program*) to utilize the grant funding in accordance with the *Grant Agreement*. The *City* and *ICHRA* will develop policy, procedure and guidelines in accordance with federal and state requirements for the *SCDP*. The policy, procedure and guidelines will include, but not be limited to: determining eligibility, selecting properties to be rehabilitated, establishing property condition standards, conducting dwelling unit inspections, completing scopes of work for rehabilitation, providing assistance to property owners in obtaining bids and selecting contractors, inspecting work during construction and certifying satisfactory completion.

In the *Rehabilitation Program*, funds used for property rehabilitation projects will be documented as loans to property owners for the rehabilitation of their commercial or personal property in the identified target area. These loans shall run from the property owner, as borrower, to the *City*, as lender. The *ICHRA* shall bear the responsibility for servicing these loans and collecting in the event of default on the loan. Any funds collected in repayment of these loans shall be paid to the *City* as generated or program income to be used in accordance with *DEED* procedure for use of such income.

In operation of the *Rehabilitation Program* the *ICHRA* will cooperate and coordinate, to the extent feasible, with other applicable rehabilitation and assistance programs such as Minnesota Department of Health's Lead Hazard Control Grant, Minnesota Housing's Programs, Weatherization Programs or loans of public or private lenders.

5. The *ICHRA* will, utilizing its employed personnel or contracted consultants, undertake most of the program management responsibilities and perform most of the tasks which the *City* has agreed to perform under the *Grant Agreement*. These responsibilities and tasks include, but are not limited to: developing plans, specifications, contracts, budgets, forms and other documents and maintaining required records, monitoring project progress and complying with reporting requirements in accordance with grant requirements and applicable federal and state laws and regulations for all project activities. The exception items for performance of responsibilities and tasks are those enumerated in section number 6 below.
6. The following specific responsibilities and tasks will be shared by the *City* and *ICHRA* as set forth:
  - A. Environmental Review and Compliance.  
*The City* will undertake the gathering of information, completion of forms, submissions to agencies and the other legwork and paperwork of achieving environmental clearance.
  - B. Financial Record Keeping, Audit and Control.  
*The City* will bear the responsibility for accounting for the grant in accordance with the provisions of the *Grant Agreement*. *The City* will receive and disburse all grant funds and maintain complete and accurate records of all receipts and disbursements in accordance with its accounting practices and *Grant Agreement* requirements. *ICHRA* will provide to the *City* Finance Director all required documentation in support of claims such as contracts, invoices, receipts, vouchers and such other documents as necessary, sufficient in detail to properly evidence the nature and propriety of the expenditure for the *City* to satisfactorily fulfill its responsibilities in accounting with respect to the grant.

*The City* will bear the responsibility for meeting the audit requirements for the grant in accordance with the provisions of the *Grant Agreement*.

*The City* will allow access to the accounts, records and supporting documentation related to the funds provided by the grant in accordance with the provisions of the *Grant Agreement*.

*ICHRA* will cooperate fully in every respect with the *City Finance Director* in fulfilling the accounting and auditing requirements of the *Grant Agreement*.

*ICHRA* will when requesting reimbursement for Administrative Services provide the *City Finance Director* payroll and time records for each individual for which reimbursement is being requested clearly identifying the individual compensated and the calendar dates and number of hours each of those dates for which the individual was compensated. These time and payroll records must be signed by

both the individual and the supervisor. A written record shall also be maintained that clearly indicates the amount of vacation, personal leave and compensatory time earned and taken. For Administrative Services provided by consultants under contract, the invoices must state the calendar dates and number of hours each of those dates for which the consultant is requesting compensation and must state that the work performed and invoiced is in accordance with the terms of the Consultant Contract.

C. Financial Closeout.

The *City* shall pay all unpaid obligations which were incurred on or before the last day of the *SCDP* grant period, and properly submitted with required documentation, within 90 days immediately following the expiration of the grant period.

D. Monitoring and Reporting

The *ICHRA* will bear the primary responsibility and task of assembling data, monitoring project progress, assuring program compliance and reporting of same to *DEED* as required in accordance with the *Grant Agreement* and *SCDP* procedures. A copy of all reports submitted to *DEED* will be provided to the *City*. In instances where such reports must, by requirement, be executed by the *City*, the *ICHRA* will prepare and provide them to the appropriate *City* official for concurrence and execution.

The *ICHRA* will annually provide the *City*, delivered to the City Community Development Director, a written narrative report of progress and experience in the operation of the *Rehabilitation Program* and utilization of the grant.

E. Special Administrative Provisions.

The *ICHRA* and the *City* are equally subject to the following:

- i. Accounting methods for this program will meet the standards set forth in "The Common Rule," Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, at 24 CFR, Part 85, as amended.
- ii. All records pertaining to this Agreement shall be maintained for a period of at least six (6) years after the grant is closed out in accordance with *DEED* procedures. The *City* will also perpetually maintain all records relative to generated or program income until expended or returned to *DEED* and for 6 years thereafter.
- iii. Both parties to this agreement are bound by Minnesota Statutes on data privacy with respect to "data on individuals" which is collected, received, stored, used, created or disseminated, pursuant to this Agreement.

7. For the purposes of this contract, the *ICHRA* is deemed an independent contractor and not an employee of the *City*. Any and all employees of the *ICHRA* or other persons while engaged in the performance of any work or services required by the *ICHRA* under this contract, shall not be considered employees of the *City*; and any and all claims that may or might arise on behalf of said employees or the *ICHRA* shall in no way be the obligation or responsibility of the *City*.

8. It is agreed that the *ICHRA* shall defend and save the *City* harmless from any claims,



demands, actions, or causes of action arising out of any act or omission on the part of the *ICHRA*, its agents, servants, or employees in performance of, or with relation to, any of the work or services provided, to be performed or furnished by the *ICHRA* under the terms of this contract.

9. The *ICHRA* shall not assign any interest in this contract and shall not transfer any interest in the same, whether by assignment, subcontract or novation, without the prior written consent of the *City*. It is agreed the *ICHRA* is authorized to contract with consultants to do specific tasks in conduct of the *Rehabilitation Program* and that such contracting is not an assignment or transfer of interest in this contract. Contracts with consultants will include covenants that require consultant compliance with all of the provisions of the *SCDP*, the *Grant Agreement*, *City* policies and this Administration Contract the same as is the *ICHRA*.
10. Any alteration, variation, modification or waiver of the provisions of this contract shall be valid only after it has been reduced in writing, duly signed by both parties and attached to the original of this contract.
11. The waiver of any of the rights and/or remedies arising under the terms of this contract on any one occasion by either party hereto shall not constitute a waiver of any rights and/or remedies in respect to any subsequent breach or default of the terms of this contract. The rights and remedies provided or referred to under the terms of the agreement are cumulative and not mutually exclusive.
12. This contract, as well as Exhibit A, the *Grant Agreement*, which is attached hereto, and incorporated herein by reference, shall constitute the entire agreement between the parties and shall supersede all prior oral or written negotiations.
13. The *City* shall have full access to all records relating to the performance of this agreement.
14. In performing the provisions of this contract, the *ICHRA* agrees to comply with all federal and state laws and all applicable rules, regulations or standards established by any agency of such governmental units, which are now or hereafter promulgated.
16. Should any of the above provisions be subsequently determined by a court of competent jurisdiction to be in violation of any federal or state laws or to be otherwise invalid, both parties agree that only those provisions so adjudged shall be invalid and that the remainder of this contract shall remain in full force and effect.
17. *ICHRA* hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations, which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.
18. The *City* reserves the right to terminate this contract if the *ICHRA* fails to perform any of the provisions hereof. Such termination shall occur thirty (30) days after the *ICHRA* receives written notice specifying the grounds thereof, unless prior to the date, the *ICHRA* has cured the alleged non-performance of the provisions of this contract. In the event that the project is terminated or that the grant funds are withdrawn for any reason





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0812      **Version:** 1      **Name:** YMCA Child Care Study Participation  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/8/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider cost participating in a child care study to be conducted by the YMCA.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider cost participating in a child care study to be conducted by the YMCA.

**Background Information:**

The YMCA is going to be developing a child care feasibility study that explores and creates a business plan for expanding child care programming in Itasca County. The goal of the study is to obtain a set of information that is applicable to a wide variety of possible child care venue in addition to the proposed Kids Campus at the IRA Civic Center.

The YMCA is anticipating the study to cost \$15,000. They have raised \$10,500 to date.

**Staff Recommendation:**

City staff is recommending cost participating at a level of \$1,000 with the YMCA.

**Requested City Council Action**

Consider a motion approving the cost participation of \$1,000 towards the child care study being conducted by the YMCA.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0817      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/9/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider approval of a Mortgage Subordination Agreement with First National Bank of Coleraine.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [Piskel Mortgage Subordination.pdf](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider approval of a Mortgage Subordination Agreement with First National Bank of Coleraine.

### **Background Information:**

The City of Grand Rapids secured a deferred Small Cities Development Program loan of \$34,500 with Joseph Piskel for improvements to his place of business, Waynes Automotive on July 27, 2010. Mr. Piskel is refinancing his bank debt at this time and has requested that the City subordinate our security to his replacement financing with First National Bank of Coleraine. The amount of the note with First National Bank of Coleraine is for the same amount as the payoff for the current financing with Northview Bank. Because no money is being taken out by the borrower with this refinancing, it qualifies it for a subordination by the City under the terms of the *SCDP Commercial & Residential Rehabilitation Deferred Loan Program Policy and Procedures Handbook*.

### **Staff Recommendation:**

Approve the attached Mortgage Subordination Agreement

### **Requested City Council Action**

Adopt a motion approving a Mortgage Subordination Agreement with First National Bank of Coleraine.

**MORTGAGE SUBORDINATION AGREEMENT**

THIS AGREEMENT, made this 7th day of November, 2017, by and between City of Grand Rapids, (herein called "Subordinating Creditor") and FIRST NATIONAL BANK OF COLERAIN, MINNESOTA, a Corporation of the United States of America, (herein called the "Lender").

**RECITALS**

Subordinating Creditor is the Mortgagee under a Mortgage (the Subordinated Mortgage), dated July 27, 2010, executed by Joseph A. Piskel, (the "debtor"), which was recorded in the Office of the Iasca County Recorder on January 14, 2011, as Document No. T000055698, covering the following described real property situated in the County of Itasca, State of Minnesota, (the property):

Lot Twenty-four (24), and the South Twenty feet (S. 20') of Lot Twenty-three (23), and the East Seventy-three feet (E. 73') of the South Two feet Eight inches (S. 2'8") of the North Five feet (N. 5') of Lot Twenty-three (23), Block Nineteen (19), Town of Grand Rapids, Minnesota, according to the plat thereof on file and of record in the office of the Registrar of Deeds and Registrar of Titles, Itasca County, Minnesota (Torrens Property)

Lender has made or will make a loan to the Debtor secured by a Mortgage (the "Lender Mortgage") dated October 31, 2017, recorded in the Office of the Itasca County Recorder as Document No. T00063899 covering the Property. The Lender Mortgage secures a note in the amount of \$194,867.35.

Subordinating Creditor has agreed to execute and deliver this Subordination Agreement. Accordingly, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Subordinating Creditor hereby agrees with Lender as follows:

1. Regardless of any priority otherwise available to the Subordinating Creditor, the lien of the Subordinated Mortgage is and shall be and shall remain fully subordinate for all purposes to the lien of the Lender Mortgage, to the full extent of the sum secured by Lender Mortgage, including not only principal and interest on the principal indebtedness secured thereby but all other sums secured by the Lender Mortgage.

2. Subordinating Creditor warrants to Lender that Subordinating Creditor presently owns the Subordinated Mortgages and indebtedness secured thereby, free and clear of all liens, security interests and encumbrances.
3. This Agreement is made under the laws of the State of Minnesota. It cannot be waived or changed, except by a writing signed by the party to be bound thereby. This Agreement is made between Lender and Subordinating Creditor. It shall be binding upon Subordinating Creditor and the successors and assigns of Subordinating Creditor, and shall insure to the benefit of, and shall be enforceable by, Lender and its successors and assigns. Neither the Debtor nor any other persons (except Lender, its successors and assigns), shall be entitled to rely on, have the benefit of, or enforce this agreement.

IN WITNESS WHEREOF, this Subordination Agreement is executed on the day and year first above stated.

BY: \_\_\_\_\_  
 Name  
 Title

Subscribed and sworn to before me,  
 a Notary Public, this \_\_\_\_\_ day  
 of \_\_\_\_\_.

NOTARY PUBLIC

This instrument was drafted by:

The First National Bank of Coleraine  
 1220 E. Highway 169  
 Grand Rapids, MN 55744



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0814      **Version:** 1      **Name:**

**Type:** Minutes      **Status:** Approved

**File created:** 11/9/2017      **In control:** City Council

**On agenda:** 11/13/2017      **Final action:** 11/13/2017

**Title:** Acknowledge minutes for Boards & Commissions.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [September 13, 2017 Library Board minutes.pdf](#)  
[September 20, 2017 HRA minutes.pdf](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Acknowledge Boards and Commissions	

Acknowledge minutes for Boards & Commissions.

## **Grand Rapids Area Library Regular Board Meeting September 13, 2017**

**Call to Order:** The monthly board meeting was called to order at 5:07 by Dennis Jerome

### **Roll Call:**

**Members Present:** Dennis Jerome, Sue Zeige, Shannon Benolken, Richard Thouin, Deb Kee, Max Peters, and Lisa Tabbert

**Members Absent:** McCarty and MacDonell

**Staff Present:** Marcia Anderson

**Public Comment:** No public comment.

- A. Agenda:** A motion was made by Shannon Benolken to approve the agenda and was seconded by Max Peters, the motion was passed unanimously.
- B. Minutes:** A motion was made by Shannon Benolken to approve minutes and was seconded by Richard Thouin, the motion was passed unanimously.
- C. Communications:** Recognized, Minnesota Foundation Statement
- D. Financial Report:** Marcia Anderson wanted to make everyone aware of the current standing of the work on the building, and pointed out Cannon and Paul Bunyan bill payment. Insurance recovery on the cracked windows.

A motion was made to approve financial reports and payment of bills as listed by Richard Thouin, a second was made by Deb Kee. On a roll call vote the motion was passed unanimously.



DATE: 09/07/2017  
TIME: 09:28:17  
ID: AP442000.WOW

CITY OF GRAND RAPIDS  
VENDOR SUMMARY REPORT

PAGE: 1

INVOICES DUE ON/BEFORE 09/13/2017

VENDOR #	NAME	PAID THIS FISCAL YEAR	AMOUNT DUE
0112700	AL'S RESTORATION	0.00	1,270.00
0113100	AMAZON.COM	1,740.07	364.96
0113233	AMERIPRIDE LINEN & APPAREL	3,518.45	49.74
0118660	ARROWHEAD LIBRARY SYSTEM	1,454.23	162.67
0201428	BAKER & TAYLOR, INC	14,725.65	3,312.76
0212750	BLUE CROSS & BLUE SHIELD OF MN	492,835.50	5,948.50
0221700	BUSY BEES QUALITY CLNG SVC INC	13,600.00	1,700.00
0301530	CANON USA INC	5,109.00	134.00
0315455	COLE HARDWARE INC	8,151.83	55.24
0405447	DELTA DENTAL OF MINNESOTA	21,529.40	175.10
0405500	DEMCO	2,126.64	28.53
0605191	FIDELITY SECURITY LIFE INS CO	499.72	6.26
0609525	FINDAWAY WORLD LLC	748.88	408.45
0701650	GARTNER REFRIGERATION CO	33,366.53	100.00
0718010	CITY OF GRAND RAPIDS	26,358.80	2,915.00
0718015	GRAND RAPIDS CITY PAYROLL	4,358,217.23	53,939.98
0718060	GRAND RAPIDS HERALD REVIEW	9,330.15	231.30
0720103	GT PUMP TECH LLC	3,550.00	2,123.00
0914800	INVEST EARLY PROJECT	5,605.00	800.00
1015337	MICHELLE JOHNSON	58.85	58.85
1101505	TRACY KAMPA	0.00	57.50
1209516	LINCOLN NATIONAL LIFE	10,025.19	78.00
1301146	MARCO TECHNOLOGIES, LLC	8,261.89	266.72
1309199	MINNESOTA ENERGY RESOURCES	50,146.41	45.00
1309335	MINNESOTA REVENUE	38,348.24	59.97
1401450	JOHN NALAN	58.85	58.85
1405850	NEXTERA COMMUNICATIONS LLC	3,515.41	85.25

**E. Staff Reports:**

1. Update: trainings, new potential substitutes. Fill-in for children's desk being trained and substitute being trained. Sandy Turner is being trained in as a substitute clerk. Employees of Personnel Dynamics, not paying employees directly, paying Personnel Dynamics hourly rate and the additional fee. Sue Zeige asked if the need is because of the part-time status of the Children's Library Clerk.
2. Bike Sharing/Renting now available at the Library: Must sign waiver, record the renter on a shared Google Doc for all four locations. A problem is that bikes must be returned during business hours. The bikes are locked and can be rented for up to 48 hours. Received the bikes through GetFit Itasca. Richard raised question on how bikes will be redistributed if they are all returned to one facility.
3. Tracy presenting at MLA in October: Tracy is on a panel with other people talking about summer reading programs at MLA Conference in Rochester.
4. Trustee programs are available at MLA if anyone is interested in attending.:
5. Discussion: An idea that regards offering a paid internship for students who are interested in Library Sciences. Wondering how or can they do it? Shannon Benolken mentioned working with ICC's internship program where ICC would pay half of the salary. Sue Zeige mentioned having high school and middle school aged students working as interns to straighten shelves or do other tasks. The idea will be brought back up in October for formal approval.

#### **F. Old Business:**

1. Budget: Marcia mentioned that she is not quite sure where they are at pertaining to the budget, a budget will be adopted on the 25<sup>th</sup> by the council. Marcia also mentioned that there is a chance that the budget may need to be reevaluated for October.
2. Seek increase in funding from Itasca County or Townships? Make an appointment to see the county's viewpoints on increasing the additional contributions. Itasca County has not gone above the minimum funding requirement. May not make much of a difference in townships. Item for future discussion.
3. Maximum amount for application for matching funds for accessibility improvements.  
Working on creating the grant application to MN Dept of Ed. For Library Construction Grant for handicapped improvements on the building. Believes the estimate will come back between \$15,000 and \$20,000. Minnesota Department of Education will grant up to ½ of project cost, if grant is awarded. Members agreed on wanting to pursue the improvements and look at the quotes before making a final decision.
  - a. Max Peters made a motion to apply for a grant up to \$15,000 ( \$30,000 total project cost maximum) and was seconded by Richard Thouin. On a roll call vote, the motion was passed unanimously.

#### **G. New Business:**

**Consent Agenda:** Any item on the consent agenda will be pulled from the consent agenda and moved to the regular agenda on request of any board member or member of the public. A motion was made by Deb Kee to approve the consent agenda and a second was made by Max Peters. On a roll call vote the motion was passed unanimously.

1. Approve payment of late bills
  - a. Amy Gottlieb for exterior painting \$11,160
2. Approve Contracts and payment to presenters (none)
3. Approve Resolution 2017-09 Accepting Donations

- a. Katherine Clay: 32 new children's books from Capstone publisher valued at \$628.68

**Regular Agenda:**

1. Children's Fine/Fee Amnesty for October: Elimination of fines in the month of October for all returned children's and YA books. Waive existing fines. (includes J and YA items on adult cards). Need a way to promote. Helps to eliminate the barrier for kids and teens.
  - a. Shannon Benolken made a motion to approve Children's Fine/Fee Amnesty and waiver for October and a second was made by Sue Ziege. On a roll call vote the motion was passed unanimously.
2. Teen Read Week Fine Amnesty: Usually a survey is given to teens, if teens complete the survey, they can get a coupon for \$5 off their fine (good for a year). Between 10 and 20 surveys completed a year.
  - a. Lisa Tabbert made a motion to approve Teen Read Week Survey and coupon and a second was made by Richard Thouin. On a roll call vote the motion was passed unanimously.
3. Replacement of JACE unit/upgrade of Energy Center Dashboard:

Replacing the JACE unit will allow immediate remote access to HVAC control system for staff. It will also provide infrastructure to allow re-development of educational dashboard in the future, if there is funding. Max Peters mentioned seeing other alternatives to the dashboard to see if there is something that is cheaper or works better. Possibility of ICC Engineering students helping to work on the project, if it goes forward.

  - a. Deb motioned to approve upgrade fee of \$3365 for the JACE unit. the motion was seconded by Richard Thouin. On a roll call vote, the motion was passed unanimously.
4. Approve Resolution 2017-10 Accepting Donation
  - a. Painting: Hull Rust Mine View by Lea Friesen
  - b. Max Peters made a motion to approve resolution 2017-10 a second was made by Richard Thouin. The motion was passed unanimously.

**Adjourn:** The monthly board meeting was adjourned at 6:12 by Dennis Jerome.

**THE HOUSING AND REDEVELOPMENT AUTHORITY  
OF GRAND RAPIDS, MN  
REGULAR MEETING September 20, 2017**

**CALL TO ORDER**

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

**CALL OF ROLL**

On a Call of Roll the following Grand Rapids HRA Commissioners were present:  
Commissioner Len Salmela - Commissioner Bill Zeige - Commissioner Chris Henrichsen  
Commissioner Marilyn Rossman, Commissioner Pat Schwartz

**HRA:** Executive Director Jerry Culliton

**PUBLIC FORUM:** None

**APPROVAL OF MINUTES**

Commissioner Zeige made a motion to approve the Regular meeting minutes of August 16,, 2017 as presented. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

**FINANCIAL REPORTS**

Discussion was held among the Board members on the financial reports for the month of August, 2017, for the Public Housing Fund, Crystal Lake Townhomes Fund, and Pooled Housing Fund. Commissioner Henrichsen made motion to approve all financial statements as presented. Seconded by Commissioner Zeige. Voting Aye, all. Motion carried.

**APPROVAL OF VERIFIED CLAIMS**

After Director Culliton answered all questions regarding the verified claims, Commissioner Zeige made a motion to approve the Public Housing verified claims in the amount of \$37,171.81. Seconded by Commissioner Schwartz. Voting Aye, all. Motion carried. Commissioner Zeige made a motion to approve Crystal Lake Townhomes verified claims in the amount of \$29,898.38. Seconded by Commissioner Schwartz. Voting Aye, all. Motion carried. Commissioner Zeige made a motion to approve the Pooled Housing verified claims in the amount of \$93,827.57. Seconded by Commissioner Schwartz. Voting Aye, all. Motion carried.

**PUBLIC HOUSING REPORT**

Director Culliton stated; we have six vacancies between the two buildings, we are starting pump repair at the 401 River Road for the boiler system that was approved by the Board. Chairman Salmela addressed the Board and updated them on the September 7<sup>th</sup> conference call with the Minneapolis field office on vacancies and advertising for the Grand Rapids HRA.

**APPROVED**

**CRYSTAL LAKE HOUSING REPORT**

Crystal Lake has 10 vacancies with one or two possible move-ins being processed. After discussion about the 24 remaining storage sheds at Crystal Lake the Board asked that Executive Director talk to Chad Sterle.

**POOLED HOUSING REPORT**

Director Culliton gave a report stating that we are 100% occupied. The seal coating has been finalized. Terri and Jeff are on vacation, the waiting list is longer for the two bedrooms versus a one bedroom, and otherwise operations are normal and routine.

**CONSIDER RENT INCREASE FOR FPW & LSP**

After discussion among the Board, Commissioner Schwartz made a motion for a 2% aggregate rental increase, rounded to the nearest \$5 increment for Forest Park West and Lake Shore Place starting January 1, 2018. Seconded by Commissioner Rossman. Voting Aye, all. Motion carried.

**OTHER MATTERS**

Commissioner Schwartz updated the Board on the rental task force that was meeting for the City of Grand Rapid, and he expected by December the task force would have something finalized, and it would be then presented to the City Council for their consideration. No action taken.

**ADJOURNMENT**

There being no further information of the HRA of Grand Rapids for September 20, 2017, Commissioner Henrichsen made a motion to adjourn the meeting at 5:45 p.m. Seconded by Commissioner Schwartz. Voting Aye, all. Motion carried.

Signed   
Secretary, Commissioner Chris Henrichsen

**APPROVED**

**Civil Rights Certification**  
**(Qualified PHAs)**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB Approval No. 2577-0226  
Expires 02/29/2016

**Civil Rights Certification**

**Annual Certification and Board Resolution**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official, I approve the submission of the 5-Year PHA Plan for the PHA of which this document is a part, and make the following certification and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the public housing program of the agency and implementation thereof:*

The PHA certifies that it will carry out the public housing program of the agency in conformity with title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990, and will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those program, addressing those impediments in a reasonable fashion in view of the resources available and working with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.

Grand Rapids Housing & Redevelopment Authority

MN057

PHA Name

PHA Number/HA Code

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. **Warning:** HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official

Title

Len Salmela

Chairperson

Signature



Date October 18, 2017

**Certifications of Compliance with  
PHA Plans and Related Regulations  
(Standard, Troubled, HCV-Only, and  
High Performer PHAs)**

U.S. Department of Housing and Urban Development  
Office of Public and Indian Housing  
OMB No. 2577-0226  
Expires 02/29/2016

**PHA Certifications of Compliance with the PHA Plan and Related Regulations including  
Required Civil Rights Certifications**

*Acting on behalf of the Board of Commissioners of the Public Housing Agency (PHA) listed below, as its Chairman or other authorized PHA official if there is no Board of Commissioners, I approve the submission of the X 5-Year and/or \_\_\_\_\_ Annual PHA Plan for the PHA fiscal year beginning 2018, hereinafter referred to as "the Plan", of which this document is a part and make the following certifications and agreements with the Department of Housing and Urban Development (HUD) in connection with the submission of the Plan and implementation thereof:*

1. The Plan is consistent with the applicable comprehensive housing affordability strategy (or any plan incorporating such strategy) for the jurisdiction in which the PHA is located.
2. The Plan contains a certification by the appropriate State or local officials that the Plan is consistent with the applicable Consolidated Plan, which includes a certification that requires the preparation of an Analysis of Impediments to Fair Housing Choice, for the PHA's jurisdiction and a description of the manner in which the PHA Plan is consistent with the applicable Consolidated Plan.
3. The PHA has established a Resident Advisory Board or Boards, the membership of which represents the residents assisted by the PHA, consulted with this Resident Advisory Board or Boards in developing the Plan, including any changes or revisions to the policies and programs identified in the Plan before they were implemented, and considered the recommendations of the RAB (24 CFR 903.13). The PHA has included in the Plan submission a copy of the recommendations made by the Resident Advisory Board or Boards and a description of the manner in which the Plan addresses these recommendations.
4. The PHA made the proposed Plan and all information relevant to the public hearing available for public inspection at least 45 days before the hearing, published a notice that a hearing would be held and conducted a hearing to discuss the Plan and invited public comment.
5. The PHA certifies that it will carry out the Plan in conformity with Title VI of the Civil Rights Act of 1964, the Fair Housing Act, section 504 of the Rehabilitation Act of 1973, and title II of the Americans with Disabilities Act of 1990.
6. The PHA will affirmatively further fair housing by examining their programs or proposed programs, identifying any impediments to fair housing choice within those programs, addressing those impediments in a reasonable fashion in view of the resources available and work with local jurisdictions to implement any of the jurisdiction's initiatives to affirmatively further fair housing that require the PHA's involvement and by maintaining records reflecting these analyses and actions.
7. For PHA Plans that includes a policy for site based waiting lists:
  - The PHA regularly submits required data to HUD's 50058 PIC/IMS Module in an accurate, complete and timely manner (as specified in PIH Notice 2010-25);
  - The system of site-based waiting lists provides for full disclosure to each applicant in the selection of the development in which to reside, including basic information about available sites; and an estimate of the period of time the applicant would likely have to wait to be admitted to units of different sizes and types at each site;
  - Adoption of a site-based waiting list would not violate any court order or settlement agreement or be inconsistent with a pending complaint brought by HUD;
  - The PHA shall take reasonable measures to assure that such a waiting list is consistent with affirmatively furthering fair housing;
  - The PHA provides for review of its site-based waiting list policy to determine if it is consistent with civil rights laws and certifications, as specified in 24 CFR part 903.7(c)(1).
8. The PHA will comply with the prohibitions against discrimination on the basis of age pursuant to the Age Discrimination Act of 1975.
9. The PHA will comply with the Architectural Barriers Act of 1968 and 24 CFR Part 41, Policies and Procedures for the Enforcement of Standards and Requirements for Accessibility by the Physically Handicapped.
10. The PHA will comply with the requirements of section 3 of the Housing and Urban Development Act of 1968, Employment Opportunities for Low-or Very-Low Income Persons, and with its implementing regulation at 24 CFR Part 135.
11. The PHA will comply with acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR Part 24 as applicable.

12. The PHA will take appropriate affirmative action to award contracts to minority and women's business enterprises under 24 CFR 5.105(a).
13. The PHA will provide the responsible entity or HUD any documentation that the responsible entity or HUD needs to carry out its review under the National Environmental Policy Act and other related authorities in accordance with 24 CFR Part 58 or Part 50, respectively.
14. With respect to public housing the PHA will comply with Davis-Bacon or HUD determined wage rate requirements under Section 12 of the United States Housing Act of 1937 and the Contract Work Hours and Safety Standards Act.
15. The PHA will keep records in accordance with 24 CFR 85.20 and facilitate an effective audit to determine compliance with program requirements.
16. The PHA will comply with the Lead-Based Paint Poisoning Prevention Act, the Residential Lead-Based Paint Hazard Reduction Act of 1992, and 24 CFR Part 35.
17. The PHA will comply with the policies, guidelines, and requirements of OMB Circular No. A-87 (Cost Principles for State, Local and Indian Tribal Governments), 2 CFR Part 225, and 24 CFR Part 85 (Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments).
18. The PHA will undertake only activities and programs covered by the Plan in a manner consistent with its Plan and will utilize covered grant funds only for activities that are approvable under the regulations and included in its Plan.
19. All attachments to the Plan have been and will continue to be available at all times and all locations that the PHA Plan is available for public inspection. All required supporting documents have been made available for public inspection along with the Plan and additional requirements at the primary business office of the PHA and at all other times and locations identified by the PHA in its PHA Plan and will continue to be made available at least at the primary business office of the PHA.
22. The PHA certifies that it is in compliance with applicable Federal statutory and regulatory requirements, including the Declaration of Trust(s).


HRA of Grand Rapids  
 PHA Name

MN057  
 PHA Number/HA Code

         Annual PHA Plan for Fiscal Year 20        

  X   5-Year PHA Plan for Fiscal Years 2015 - 2019

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate. Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802).

Name of Authorized Official  <b>Len Salmela</b>	Title  <b>Chairperson</b>
Signature 	Date  October 13, 2017





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

# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0815      **Version:** 1      **Name:**  
**Type:** Agenda Item      **Status:** Filed  
**File created:** 11/9/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Golf Course - Bob Cahill, Director of Golf

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Received and Filed	

Golf Course - Bob Cahill, Director of Golf



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0808      **Version:** 1      **Name:** Consider the Planning Commission's recommendation regarding approval of a request to amend the Conditional Use Permit (CUP), granted by the City to Wal-Mart Stores Inc., for the construction of a Wal-Mart Supercenter located on Lot 1, Block 1, Plat of Wal

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

**File created:** 11/8/2017      **In control:** City Council

**On agenda:** 11/13/2017      **Final action:** 11/13/2017

**Title:** Consider the Planning Commission's recommendation regarding approval of a request to amend the Conditional Use Permit (CUP), granted by the City to Wal-Mart Stores Inc., for the construction of a Wal-Mart Supercenter located on Lot 1, Block 1, Plat of Wal-Mart Grand Rapids.

**Sponsors:**

**Indexes:**

**Code sections:**

- Attachments:** [Wal-Mart CUP Amendment: Site Maps & Ordinance Sections](#)  
[Planning Commission Draft Mtg. Minutes \(11/2/17\) & Past CUP Resolutions](#)  
[Wal-Mart CUP Amendment: DRAFT Resolution](#)  
[Wal-Mart CUP: Application & Plans \(color\)](#)  
[Wal-mart CUP: Site plans](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved As Presented	Pass

Consider the Planning Commission's recommendation regarding approval of a request to amend the Conditional Use Permit (CUP), granted by the City to Wal-Mart Stores Inc., for the construction of a Wal-Mart Supercenter located on Lot 1, Block 1, Plat of Wal-Mart Grand Rapids.

**Background Information:**

On December 4, 2006 the City Council adopted City Resolution #06-130 approving a conditional use permit (CUP) for the construction of a Wal-Mart Supercenter, with certain conditions, as provided for under Division 14 of the City Zoning Code (Large Scale Commercial Development Standards).

In February of 2007, Wal-Mart Stores requested the City's consideration of an amendment to the approved CUP that incorporated a tire/lube/express (TLE) auto service element to the use. The requested addition enlarged the store from its originally approved footprint of 182,662 s.f. to a footprint of 187,443 s.f. This amendment request was approved through the adoption City Resolution #07-08. *(these resolutions established the current footprint of the Wal-Mart Store)*

In February of 2008, Wal-Mart requested the City's consideration of an amendment to the CUP. As part of a "rebranding" strategy undergone by Wal-Mart Stores, Wal-Mart proposed a reduction in building signage, and changes in color on both the exterior building façade and the monument sign. This second amendment request was approved through the adoption City Resolution #08-22. *(this resolution established the current signage layout and color scheme of the Wal-Mart Store)*

WD Partners, on behalf of Wal-Mart Real Estate Business Trust, has requested the City's approval, of a third amendment to the Conditional Use Permit.

The requested amendment would allow for an 18' X 72' covered parking canopy structure (for an On-line Ordering Pick-up Program) to be added to the southeast corner of the property, and the addition of an orange accent color & "Pickup"

related signage, to a portion of the southwest corner of the Wal-Mart building.

The City amended its Zoning Ordinance in 2005 establishing the General Sales and Service (building footprint over 70,000 s.f.) use, as a conditional use, in GB (General Business) zoning districts, and further established building and site design standards intent upon influencing the development of these uses in a manner that creates a smaller scale, feel and relationship to the small town atmosphere of Grand Rapids.

With the establishment of the CUP process set forth within Division 14, the review and approval of new projects, as well as modifications/amendments to approved facilities, is no longer administered by staff, but is issued through a Conditional Use Permit approved by the City Council, with recommendations received from the Planning Commission.

In review of the current CUP amendment request, the Planning Commission discussed the below portions of Division 14, addressing *parking and vehicular circulation* and *building materials and colors*, to be sure the spirit and intent of the ordinance is maintained with the proposed changes: (*attachment - Division 14*)

- Section 30-902(3) *Parking and vehicular circulation*
- Section 30-903(1)b. *Materials and colors*

Staff has reviewed the application and the associated changes to the approved development plans and provided the following comments and potential conditions:

- That in the event the City, or designated contractor, is not able to access the water line, for maintenance/replacement purposes, in the area around and/or under the proposed parking canopy, the canopy would be promptly removed and reinstalled at the property owners expense to permit access.
- That all previously imposed conditions under City Council Resolution No.'s 06-130, 07-08 & 08-22 remain in effect.

On November 2, 2017, the Planning Commission reviewed the requested CUP amendment, conducted a public hearing, and recommended to the City Council approval of the amended Conditional Use Permit, based on certain findings of fact, as well as two conditions for approval, which are incorporated into the draft resolution.

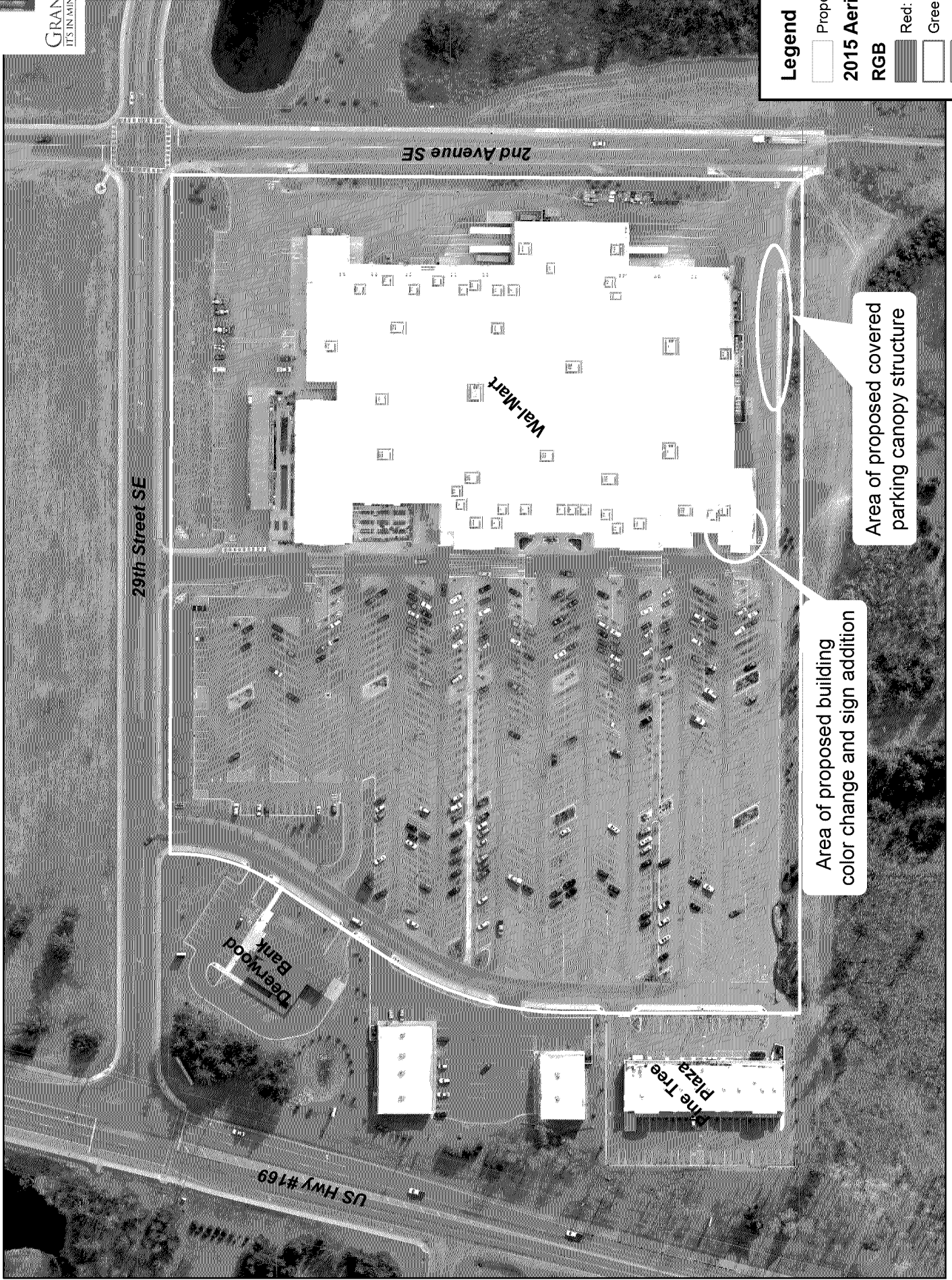
#### **Requested City Council Action**

Consider the Planning Commission's recommendation regarding approval of a request to amend the Conditional Use Permit (CUP), granted by the City to Wal-Mart Stores Inc., for the construction of a Wal-Mart Supercenter located on Lot 1, Block 1, Plat of Wal-Mart Grand Rapids.

# Wal-Mart CUP Amendment



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## Legend

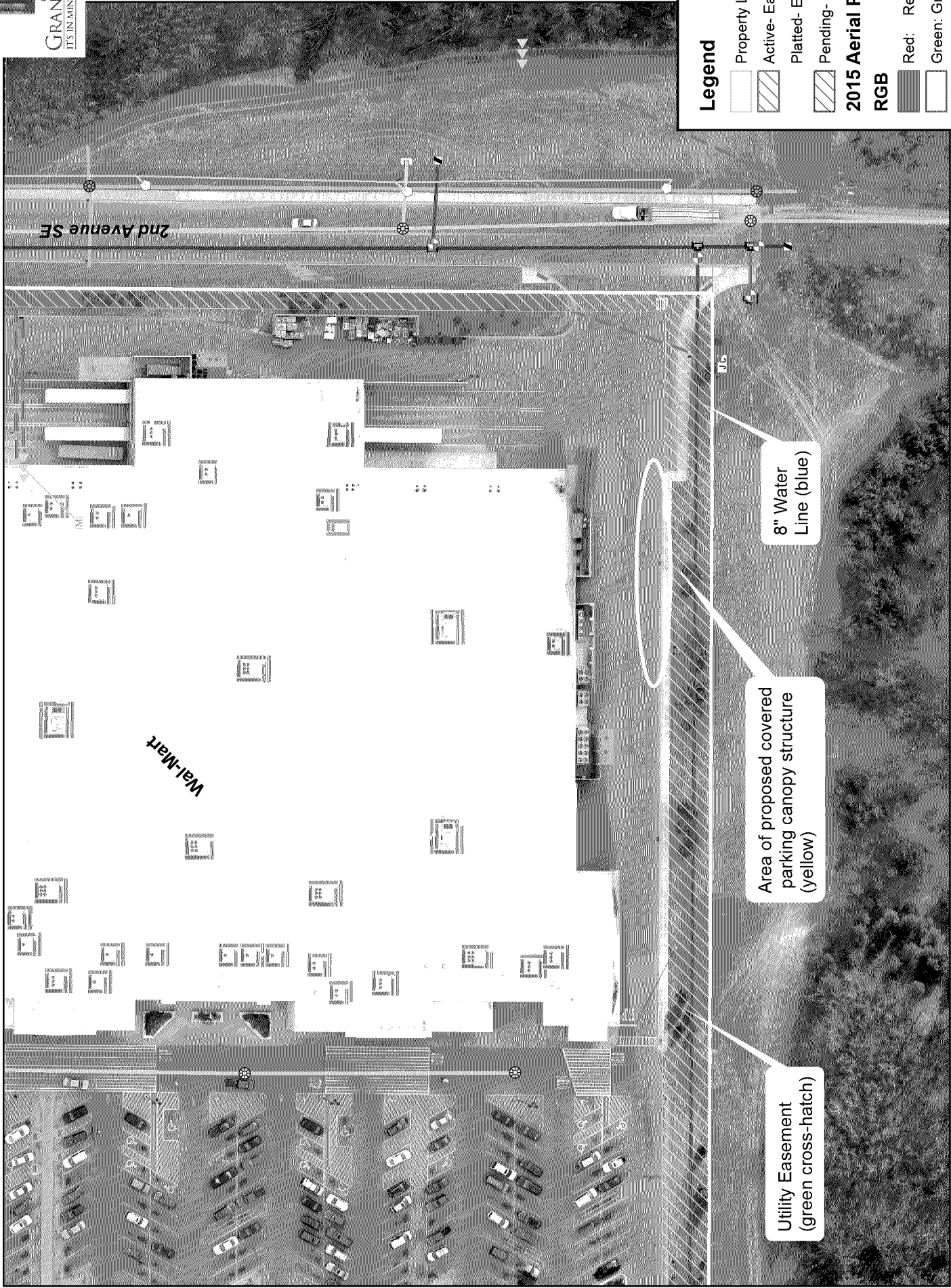
- Property Lines
- 2015 Aerial Photo
- RGB
  - Red: Red
  - Green: Green
  - Blue: Blue

Area of proposed building color change and sign addition

Area of proposed covered parking canopy structure



# Wal-Mart CUP Amendment (Easements & Utilities)



**Legend**

- Property Lines
- Active- Easement
- Platted- Easement
- Pending- Easement

**2015 Aerial Photo**

**RGB**

- Red: Red
- Green: Green
- Blue: Blue

8" Water Line (blue)

Area of proposed covered parking canopy structure (yellow)

Utility Easement (green cross-hatch)



**Secs. 30-513—30-530. Reserved.**

## DIVISION 5. CONDITIONAL USES

**Sec. 30-531. Conditional use permits (CUP).**

(a) *Purpose and intent.* The development and execution of this division is based upon the division of the city into districts within which the regulations are specified. It is recognized, however, that there are special or conditional uses which, because of their unique characteristics, must be considered individually as to their impact upon neighboring land, and the public welfare and their compatibility at the particular location. To provide for these needs the city council may by resolution approve a conditional use permit for those uses and purposes listed and may impose conditions and safeguards in such permits to ensure that the purpose and intent of this division is carried out.

(b) *Application requirements.* An application signed by the landowner for a CUP shall be filed with the zoning administrator together with a filing fee as established by the city council. Such application shall be accompanied by the following information:

- (1) A site plan drawn to scale which shows all dimensions; the location of existing and proposed streets, buildings and parking; the existing and proposed building height and floor area; curb cuts and driveway locations; utilities; loading areas and lighting.
- (2) A drainage plan showing existing and proposed topography and slopes and how surface drainage will be handled.
- (3) A landscape plan as specified in section 30-456.
- (4) Building plans showing elevation drawings and floor plans.
- (5) A written description of the use to be made of the property and buildings including the number of employees, students, etc.
- (6) Any other information, which in the opinion of the zoning administrator, is required to evaluate the application and its consistency with the city comprehensive plan.

(c) *Waiver authority.* The zoning administrator shall have the authority to waive any of the information in subsection (b) of this section not deemed to be necessary and appropriate to evaluate the application.

(d) *Hearing and mailed notices.* The zoning administrator shall cause to be published a notice of the public hearing before the planning commission in the official newspaper at least ten days prior to the hearing date. Notices shall also be mailed to all owners of property within 350 feet of the parcel included in the request not less than ten days prior to the hearing. Failure to give such notice or defects or errors in the notice shall not invalidate the proceedings, provided a good faith attempt to comply with notice requirements was made.

(e) *Planning commission review and recommendation.* The planning commission shall conduct a public hearing on the application and make its recommendation with findings and conditions to the city council within 60 days of receipt of the planning commission's recommendation, to approve or deny the CUP. The council shall not approve a CUP unless it shall find that the establishment, maintenance and operation of the use:

- (1) Will not be detrimental to the public health, safety, morals or general welfare;
- (2) Will not cause undue traffic congestion or hazards and will not result in a parking shortage;
- (3) Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
- (4) Will not impede the orderly development of other property in the area;
- (5) Will not impose an excessive burden on parks and other public facilities and utilities;
- (6) Is consistent with the comprehensive plan.

Approval shall require a majority vote of the city council.

(f) *Conditions and restrictions.* The city council may impose such conditions and restrictions as it deems necessary on the establishment, location, construction, maintenance, operation and duration of the use to ensure compliance with the requirements of this division.

(g) *Resubmission.* No application which has been denied by the city council shall be resubmitted by the applicant for a period of one year following the date of denial by the city council.

(h) *Lapse and extension.* If within one year after the date of issuance the use for which the CUP was issued has not commenced, the CUP shall become null and void. If the applicant requests an extension in writing within one year after issuance, the city council shall conduct a public hearing and consider an extension utilizing the same notice procedures as required for the original application. The city council may extend the CUP for up to one year upon finding that:

- (1) A good faith effort has been made to use the permit;
- (2) There is reasonable expectation that there will be uses; and
- (3) The facts upon which the original permit was issued are essentially unchanged.

(i) *Periodic review.* If periodic review is imposed as a condition of a CUP, the CUP shall be reviewed at a public hearing prior to the expiration of the review period. It shall be the responsibility of the zoning administrator to schedule the public hearing and inform the owner of the review. A fee shall not be required to be paid.

(j) *Revocation.* If any person is found in violation of any condition or restriction imposed by the city council, the city may revoke such CUP utilizing the procedures established in this division.

(k) *Special considerations for shoreland areas.* The following additional evaluation criteria and conditions apply within shoreland areas:

- (1) *Evaluation criteria.* A thorough evaluation of the waterbody and the topographic, vegetation, and soils conditions on the site must be made to ensure:
  - a. The prevention of soil erosion or other possible pollution of public waters, both during and after construction;
  - b. The visibility of structures and other facilities as viewed from public waters is limited;
  - c. The site is adequate for water supply and on-site sewage treatment; and
  - d. The types, uses, and numbers of watercraft that the project will generate are compatible in relation to the suitability of public waters to safely accommodate these watercraft.
- (2) *Conditions attached to conditional use permits.* The city council, upon consideration of the criteria listed in subsection (k)(1) of this section and the purposes of this division, shall attach such conditions to the issuance of the conditional use permits as it deems necessary to fulfill the purposes of this division. Such conditions may include, but are not limited to, the following:
  - a. Increased setbacks from the ordinary high water level;
  - b. Limitations on the natural vegetation to be removed or the requirement that additional vegetation be planted; and
  - c. Special provisions for the location, design, and use of structures, sewage treatment systems, watercraft launching and docking areas, and vehicle parking areas.

(Code 1978, § 23.5(I); Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

**State law reference**—Conditional use permits, Minn. Stat. § 462.3595.

**Sec. 30-532. Uses permitted by conditional use permit (CUP).**

The following uses or any expansion of an existing use requiring a CUP shall require the issuance by the city of a CUP. Each such use shall comply with these stated conditions.

- (1) *Manufactured home parks.* Manufactured home parks have special characteristics which require the full consideration of their location needs, layout and design, and their relationship to and effect upon surrounding land uses. Because of these characteristics, manufactured home parks are permitted within the R-2, SR-2, R-3, SR-3, R-4, SR-4, LB, SLB, MU and SMU districts subject to all of the following conditions:
  - a. *Site development requirements.*
    1. Location. The site shall have at least one property line abutting an arterial or collector street as defined by the city comprehensive plan.
    2. Minimum site area: Ten acres.



to limit impacts of high densities by requiring seasonal use, improving vegetative screening, centralizing shore recreation facilities, installing new sewage treatment systems, or other means.

(Code 1978, § 23.17(J); Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

**Secs. 30-810—30-899. Reserved.**

**DIVISION 14. LARGE SCALE COMMERCIAL DEVELOPMENT STANDARDS**

**Sec. 30-900. Purpose and intent.**

(a) *Purpose.* The purpose of these standards are to ensure large scale commercial development is to provide compatible design, size and layout considerations to the unique built and natural environment of Grand Rapids.

(b) *Intent.* The intent of these development standards is to provide standards that influence building and site design of large scale development that creates a smaller scale, feel and relationship to the small town atmosphere of Grand Rapids. Large scale commercial development has the potential to distract, disrupt or adversely impact the natural and built environment of Grand Rapids and the surrounding area. When properly implemented, the standards contained in this section minimize impacts to better integrate these developments within the context of the community. This section establishes standards that regulate the location, appearance and function of buildings; off-street parking and circulation; vehicular and pedestrian access; loading areas; yard spaces; and preservation of natural site amenities. It is not the intent of the City of Grand Rapids to unnecessarily over-regulate large scale commercial development when these uses provide retail services and create market dynamics that are a benefit to the greater good of Grand Rapids and its market area.

(Ord. No. 05-05-08, 5-18-2005; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

**Sec. 30-901. Applicability.**

(a) *New large scale commercial development.* The standards contained in this section apply to commercial development that has a building footprint area exceeding 70,000 square feet.

(b) *Existing large scale commercial development.* When triggered by occupation; change in use; building enlargement, expansion, or modification; or site modifications to commercial development with building footprints exceeding 70,000 square feet, the provisions of Section 30-458 are applicable.

(c) *Procedure.* All commercial development meeting the applicability criteria of this section will be reviewed by the conditional use permit process contained in Section 30-531.

(Ord. No. 05-05-08, 5-18-2005; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

**Sec. 30-902. Site design standards.**

The following section outlines the guidelines and standards required for large scale commercial development within the City of Grand Rapids. The following site and building design standards present the objectives for development with regards to site planning and building design.

- (1) *Site planning.* Site planning as it relates to the commercial and community context shall be considered. Buildings shall be located to relate to adjacent streets, other adjacent commercial development, residential neighborhoods, and community features. Grand Rapids has a wealth of natural features which need proper attention and consideration during the site planning process. These features create intrinsic site value when properly integrated into development planning by providing opportunities to create outdoor spaces that convey community identity.
- (2) *Building setbacks.* Building setbacks are as required by applicable zoning districts.
- (3) *Parking and vehicular circulation.*
  - a. Standards for minimum and maximum parking space ratios, parking lot space sizes and design, and interior landscaping are applicable.
  - b. The distribution of parking spaces shall be arranged to provide convenient vehicular and pedestrian movement. Consideration for the distance from the furthest parking space to building entries shall be given as well as the route by which people walk from their car to the building entry.
  - c. Off-street parking spaces shall be located in two yard spaces. This standard may be relaxed if:
    1. The majority of parking area is screened by natural vegetation or outlot development sites.
    2. Parking in only one yard space will preserve features of the site that can be considered as site amenities.
  - d. A traffic study shall accompany the application showing the proposed amount of traffic generated by the development and its impact on surrounding roadways including existing and proposed levels of service at intersections. The developer shall consult with city staff to establish parameters of study and its scope.
  - e. Parking lots shall incorporate other natural features, design elements, or functional elements such as stormwater management systems internally within the parking lot to break up the parking lot into smaller areas to minimize negative visual impacts.
  - f. Driveways and isles shall be located in a manner to relate to surrounding roadway systems, driveways serving adjacent development, and other land uses that may be negatively impacted by high levels of traffic.
  - g. Differing pavement surfaces shall be used to define vehicle isles and pedestrian walkways and crossing areas.

- h. Pedestrian walkways shall be incorporated into the parking lot to minimize potential conflicts with vehicles.
- (4) *Pedestrian and bicycle circulation*
- a. Sidewalks and/trails shall be provided along the all sides of the site perimeter with street frontage. Trails shall be provided as needed to connect the site to community trail systems and/or link to natural site amenities. Widths and locations of the sidewalks and trails shall be determined by their intended use and guided by the city.
  - b. Bicycle racks shall be provided in close proximity to building entrances.
- (5) *Landscaping and screening*
- a. Minimum standards for tree preservation and landscaping shall apply as regulated in sections 30-594 and 30-595.
  - b. Special landscaping attention shall be given to loading areas. Buffering techniques that incorporate berming shall be used when adjacent to residential areas if a building entrance is not present.
  - c. Mature trees along the perimeter of the site shall be preserved to create development "rooms" that aid to minimize the scale of development.
  - d. Additional landscaping to minimize the impacts of large parking areas and building size shall be provided as determined necessary by the city.
- (6) *Community spaces.* Sites should provide attractive and inviting pedestrian scale features, spaces and amenities. Entrances and parking lots should be configured to be functional and inviting with walkways conveniently tied to logical destinations. Pedestrian ways should be anchored by special design features such as towers, arcades, porticoes, pedestrian light fixtures, bollards, planter walls, and other architectural elements that define circulation ways and outdoor spaces. The features and spaces should enhance the building as integral parts of the community fabric. Other features to be considered for site amenities include patio/seating area, pedestrian plaza with benches, transportation center, window shopping walkways, outdoor play area, kiosk area, water feature, clock tower, steeple, or other such deliberately shaped area and/or a focal feature or amenity that, in the judgment of the City, adequately enhances such community and public spaces.
- (7) *Walls and fences.* Walls and fencing may be used in cases where natural landscaping is not adequate for screening purposes. Fencing materials and design shall relate to the building design and character when used. Additional landscaping treatment may be required to soften the fence from public view.
- (8) *Outdoor storage, trash collection and loading.* Loading areas and outdoor storage areas exert visual and noise impacts on surrounding development and residential areas. These areas, when visible from adjoining properties and/or public streets, should be screened, recessed or enclosed. While screens and recesses can effectively mitigate

these impacts, the selection of inappropriate screening materials can exacerbate the problem. Appropriate locations for loading and outdoor storage areas include areas between buildings, where more than one building is located on a site and such buildings are not more than 40 feet apart, or on those sides of buildings that do not have customer entrances. In addition, the following standards apply:

- a. Areas for outdoor storage, truck parking, trash collection or compaction, loading, or other such uses shall not be visible from public or private rights-of-way or residential areas.
- b. All storage, collection, and compaction of trash shall occur within the principal building.
- c. Loading docks, truck parking, utility meters, HVAC equipment, and other service functions shall be incorporated into the overall design of the building and the landscaping so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets.
- d. Non-enclosed areas for the storage and sale of seasonal inventory shall be permanently defined and screened with walls and/or fences. Materials, colors, and designs of screening walls and/or fences and the cover shall conform to those used as predominant materials and colors of the building. If such areas are to be covered, then the covering shall conform to those used as predominant materials and colors on the buildings.

(9) *Shopping cart management.* Defined areas for the storage of shopping carts shall be provided. Overnight outdoor storage within parking lots shall not be permitted.

(Ord. No. 05-05-08, 5-18-2005; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

### **Sec. 30-903. Building design standards.**

The size of large commercial buildings can have a positive or negative impact on community character. By identifying appropriate building design standards for large commercial development, these buildings can become community assets that help promote the image, identity and economy of Grand Rapids. By encouraging designs that play down size, relate to community character and provide a human scale, provide a higher probability of producing positive benefits to the community including their eventual reuse.

- (1) *Building width and facade.* The building width and facade treatment may be the most important design considerations as they convey first and lasting impressions of the development. Long building facades with no articulation can present a generic low quality image. Grand Rapids development character needs to reinforce smaller scale character elements that have a greater degree of human scale. The following standards shall apply to building facades and exterior walls.
  - a. For exterior walls that front on a public street, the facade shall be articulated so that there are projections and recesses every 100 feet. The minimum projection and recess shall be 5 feet.

- b. *Materials and colors.* Buildings shall incorporate high quality materials that provide long term durability and design appeal. Concrete cinder block and metal siding are prohibited on building facades that face public streets. Facade colors shall be low reflectance and subtle. High intensity colors are prohibited but complementary colors that accent primary colors are acceptable.
  - c. *Building height.* As prescribed by the zoning district.
  - d. *Rear facades.* Rear facades or facades not fronting public streets should be designed to compliment the front facade.
  - e. *Entries and window treatment*
    - 1. Buildings shall incorporate canopies, awnings, or porticos that clearly identify building entry locations. The size and design of these treatments shall integrate with the overall building architecture.
    - 2. Windows should be incorporated into street facing facades except for those facades that are loading areas. Windows shall have functional two-way glass.
  - f. *Roof treatment.* Variations in roof lines should be used to add interest to and reduce the massive scale of large buildings. Rooftop equipment shall be designed to blend into the building or be concealed through the use of features such as parapets, mansard roofs, gable roofs, hip roofs, or dormers.
  - g. *Signage.* Signage both wall and freestanding, shall be consistent with the over all building design character. Sign area and height shall be as prescribed in division 10, article VI.
  - h. *Lighting.* A comprehensive lighting plan shall be developed for building and site lighting. Lighting shall not produce unnecessary glare or light pollution.
- (Ord. No. 05-05-08, 5-18-2005; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

**Sec. 30-904. Other requirements.**

The following shall also be required:

- (1) *Adaptability for reuse plan.*
  - a. The building design for a retail use shall demonstrate how the building is designed for adaptation to a multi-tenant building in the event of the abandonment of the large scale commercial store. The design may include, but is not limited to, compartmentalized construction, including plumbing, electrical, service, heating, ventilation, air conditioning and wall placement. The plans shall also demonstrate how the exterior of the building can be divided into separate tenancies, facades can be adapted to separate entrances, parking can be shared, and the exterior can be maintained as a multi-tenant building.
  - b. When a business relocates to another building, the owner shall not place restrictions on the use or occupancy of the previously occupied property through the use of deed restrictions, covenants, or other means which would encumber the

property's reuse in the open market. Every attempt shall be made by the owner to sell or lease the building to a use(s) allowed under zoning district requirements without prohibition of similar uses that may pose competition.

- (2) *Environmental review.* Large scale commercial development with buildings over 125,000 square feet are required to prepare an Environmental Assessment Worksheet (EAW) as prescribed by Minnesota Rules Chapter 4410. The city will serve as the responsible governmental unit (RGU) for review of the EAW unless otherwise assigned.

(Ord. No. 05-05-08, 5-18-2005; Ord. No. 07-03-06, § 2(Exh. A), 3-27-2007)

**Secs. 30-905—30-949. Reserved.**

DIVISION 15. TELECOMMUNICATIONS TOWERS AND FACILITIES

**Sec. 30-950. Purpose and intent.**

(a) The Federal Communications Act of 1934 as amended by the Telecommunications Act of 1996 ("the Act") grants the Federal Communications Commission exclusive jurisdiction over the regulation of the environmental effects of radio frequency emissions from telecommunications facilities and the regulation of radio signal interference among users of the radio frequency spectrum.

(b) Consistent with the Act, the regulation of towers and telecommunications facilities in the city will not have the effect of prohibiting any person from providing wireless telecommunications services. The general purpose of this section is to regulate the placement, construction, and modification of telecommunication towers and facilities in order to protect the health, safety and welfare of the public, while not unreasonably interfering with the development of the competitive wireless telecommunications marketplace in the city. In addition, this section recognizes the contractual control for the purpose of preserving public health, safety, and welfare that can be exercised over telecommunications facilities when those facilities are located on property owned or controlled by governmental entities. Specifically, the purposes of this section are:

- (1) To regulate the location of telecommunication towers and facilities;
- (2) To protect residential areas and land uses from potential adverse impacts of telecommunication towers and facilities;
- (3) To minimize adverse visual impacts of telecommunication towers and facilities through design, site, landscaping, and innovative camouflaging techniques;
- (4) To promote and encourage shared use and collocation of telecommunication towers and antenna support structures;



# CITY OF GRAND RAPIDS

NOTICE OF MEETING  
PLANNING COMMISSION

## Minutes - Final Planning Commission

COUNCIL CHAMBERS  
CITY HALL - 420 N. Pokegama Ave.  
Grand Rapids, MN 55744

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Thursday, November 2, 2017

4:00 PM

Council Chambers

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### 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.**

### Approval of Minutes

Approve the minutes of the October 5, 2017, 4:00 pm regular meeting.

**Motion by Commissioner Toven , second by Commissioner Zeige to approve the minutes from the October 5, 2017 regular meeting as presented. The following voted in favor thereof: Gothard, Toven, Kachinske, Zeige, Kachinske. Opposed: None, passed unanimously.**

### Public Hearings

*WD Partners, on behalf of Wal-Mart Real Estate Business Trust, has requested the Planning Commission's recommendation for approval, of a third amendment to the Conditional Use Permit.*

*The requested amendment would allow for an 18' X 72' covered parking canopy structure (for their On-line Ordering Pick-up Program) to be added to the southeast corner of the property, and the addition of an orange accent color & "Pickup" related signage, to a portion of the southwest corner of the Wal-Mart building.*

*With the establishment of the CUP process set forth within Division 14, the review and approval of new projects, as well as modifications/amendments to approved facilities, is no longer administered by staff, but is issued through a Conditional Use Permit approved by the City Council, with recommendations received from the Planning Commission.*

*When reviewing Conditional use application and considering their recommendation to the City Council, the Planning Commission should make specific findings based upon*

*their standard list of considerations, which are found in Section 30-531e of the City Code. The Planning Condition must also consider the degree to which the proposed project meets the criteria and objectives established within the Large Scale Commercial Design Standards, Division 14, of the City Zoning Code, and if certain conditions or restrictions should be recommended to the City Council to ensure that the project meets those objectives and criteria.*

*Staff has reviewed the application and the associated changes to the approved development plans and provides the following comments and potential conditions:*

- That in the event the City, or designated contractor, is not able to access the water line, for maintenance/replacement purposes, in the area around and/or under the proposed parking canopy, the canopy would be promptly removed and reinstalled at the property owners expense to permit access.*
- That all previously imposed conditions under City Council Resolution No.'s 06-130, 07-08 & 08-22 remain in effect.*

Conduct a public hearing to consider a recommendation to the City Council regarding a request for a third amendment to the approved Conditional Use Permit granted to Wal-Mart Stores Inc., for the construction of a new Wal-Mart Supercenter located on Lot 1, Block 1, Plat of Wal-Mart Grand Rapids in December 2006.

**Motion by Commissioner Lynch, second by Commissioner Toven to open the public hearing. The following voted in favor thereof: Lynch, Zeige, Kachinske, Toven, Gothard. Opposed: None, passed unanimously.**

**Matt Davis, WD Partners representing Wal-Mart, 707 Discovery Blvd, Dublin, OH provided information regarding the color scheme and signage.**

**Motion by Commissioner Zeige, second by Commissioner Lynch to close the public hearing. The following voted in favor thereof: Gothard, Toven, Kachinske, Zeige, Lynch. Opposed: None, passed unanimously.**

**Motion by Commissioner Toven, second by Commissioner Lynch that, based on the findings of fact presented here today, and in the public's best interest, the Planning Commission does hereby recommend that the City Council grant the following amendment to the Conditional Use Permit, approved under City Resolution No. 06-130, to Wal-Mart Stores Inc., for the property legally described as: Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota:**

- For the placement of an 18' X 72' covered parking canopy structure (for their On-line Ordering Pick-up Program) to be added to the southeast corner of the property, and the addition of an orange accent color & "Pickup" related signage, to a portion of the southwest corner of the Wal-Mart building as described within the CUP application.**

**and that the following conditions shall apply:**

- That in the event the City, or designated contractor, is not able to access the water line, for maintenance/replacement purposes, in the area around and/or under the proposed parking canopy, the canopy would be promptly removed and reinstalled at the property owner's expense to permit access.**



- That all previously imposed conditions under City Council Resolution No.'s 06-130, 07-08 & 08-22 remain in effect.

With the following considerations:

1. Will not be detrimental to the public health, safety, morals, or general welfare?  
Why/Why not? No, it will not.
2. Will not cause undue traffic congestion or hazards and will not result in a parking shortage?  
Why/Why not? No, it will not have a negative impact on traffic or parking.
3. Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area?  
Why/Why not? No, it will not the canopy will be a nice addition to the site.
4. Will not impede the orderly development of other property in the area?  
Why/Why not? No, it will not have any impact on the development of other property in the area.
5. Will not impose an excessive burden on parks and other public facilities and utilities?  
Why/Why not? No, the utility easement is addressed and there will not be a burden on parks.
6. Is consistent with the Comprehensive Plan?  
Why/Why not? Yes, it is expanding economic growth.

The following voted in favor thereof: Lynch, Zeige, Kachinske, Toven, Gothard. Opposed: None, passed unanimously.

### Public Input

### Miscellaneous\Updates

### Adjourn

Motion by Commissioner Lynch, second by Commissioner Zeige to adjourn the meeting at 4:43 p.m. The following voted in favor thereof: Gothard, Toven, Kachinske, Zeige, Lynch. Opposed: None, passed unanimously.

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

**RESOLUTION NO. 06-130**

**A RESOLUTION GRANTING A CONDITIONAL USE PERMIT, APPLIED FOR BY WAL-MART STORES INC., FOR THE CONSTRUCTION OF A PROPOSED WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, TO BE LOCATED AT THE SOUTHEAST QUADRANT OF THE INTERSECTION OF TRUNK HWY. 169 AND 29<sup>TH</sup> ST. SE.**

WHEREAS, a petition was received for a Conditional Use Permit (CUP) for the purpose of allowing the establishment of a General Sales and Service (greater than 70,000 sq. ft. building footprint) use, on property legally described within an application submitted by Wal-Mart Stores Inc. on November 15, 2006 and generally located on vacant land located at the southeast quadrant of the intersection of Trunk Hwy. 169 and 29<sup>th</sup> St. SE.; and

WHEREAS, the Planning Commission reviewed the request for a CUP and conducted a public hearing on this request on November 28, 2006, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the request for a CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Code if certain conditions were applied; and

WHEREAS, the Planning Commission recommended approval of the CUP with the following conditions:

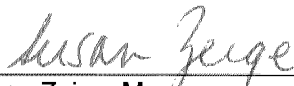
- (1) A requirement for City Council approval of the requested text amendments to the Zoning Ordinance revising parking requirements for the Retail Sales and Service (not listed) use.
- 1a) A requirement that the pedestrian walkway within the landscaped island extending the depth of the parking lot in front of the general merchandise vestibule from its proposed width of 5 feet to a width of 7 feet.
- (1b) A requirement that the crosswalk at the west end of the pedestrian walkway within the landscaped island extending the depth of the parking lot in front of the general merchandise vestibule be appropriately delineated with signage.
- (2) A requirement that the preserved trees and the proposed landscaping between these areas along Hwy 169 be permanently preserved by including those areas within a conservation easement
- (3) A requirement that the proposed pylon and monument signs incorporate architectural elements such as the cultured ledgerstone, as used on the building façade, in their construction

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed CUP:


1. Will not be detrimental to the public health, safety, morals or general welfare;
2. Will and will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
4. Will not impede the orderly development of other property in the area;
5. Will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that a Proposed Conditional Use Permit be granted to Wal-Mart Stores Inc. to allow the construction of a proposed Wal-Mart SuperCenter Store, on property legally described with the CUP application, as depicted within that application, subject to the conditions listed above.

Adopted by the Council this 4<sup>th</sup> day of December 2006.

  
\_\_\_\_\_  
Susan Zeige, Mayor

ATTEST:

  
\_\_\_\_\_  
Karen Alto, Interim City Clerk

Councilmember Schlauderaff seconded the foregoing resolution and the following voted in favor thereof Driscoll, Erkkila, Schlauderaff, Zeige, and the following voted against same; Drake, whereby the resolution was declared duly passed and adopted.

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

**RESOLUTION NO. 07-08**

**A RESOLUTION GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT, PREVIOUSLY APPROVED UNDER CITY COUNCIL RESOLUTION 06-130 FOR A PROPOSED WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, TO BE LOCATED AT THE SOUTHEAST QUADRANT OF THE INTERSECTION OF TRUNK HWY. 169 AND 29<sup>TH</sup> ST. SE.**

WHEREAS, a petition was received from Wal-Mart Stores Inc. on January 18<sup>th</sup>, 2007 for an amendment to a Conditional Use Permit (CUP) previously approved by the City Council under Resolution 06-130; and

WHEREAS, the requested amendment is necessary because the petitioner, Wal-Mart Stores Inc., wishes to change the building and site plans for the proposed Wal-Mart Supercenter already approved under said resolution; and

WHEREAS, the change to the building and site plans would increase the building size from the originally approved footprint of 182,662 s.f. to a proposed footprint of 187,443 in order to incorporate a tire/lube/auto service express component to the proposed retail; and

WHEREAS, the Planning Commission reviewed the request to amend the CUP and conducted a public hearing on this request on February 1<sup>st</sup>, 2007, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the amended CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Code if those same conditions, as applied to the original CUP under Resolution 06-130, remained in effect; and

WHEREAS, the Planning Commission recommended approval of the amended CUP with the following, previously approved conditions applying:

- (1) A requirement for City Council approval of the requested text amendments to the Zoning Ordinance revising parking requirements for the Retail Sales and Service (not listed) use.
- 1a) A requirement that the pedestrian walkway within the landscaped island extending the depth of the parking lot in front of the general merchandise vestibule from its proposed width of 5 feet to a width of 7 feet.
- (1b) A requirement that the crosswalk at the west end of the pedestrian walkway within the landscaped island extending the depth of the parking lot in front of the general merchandise vestibule be appropriately delineated with signage.
- (2) A requirement that the preserved trees and the proposed landscaping between these areas along Hwy 169 be permanently preserved by including those areas within a conservation easement
- (3) A requirement that the proposed pylon and monument signs incorporate architectural elements such as the cultured ledgerstone, as used on the building façade, in their construction

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed amended CUP:

1. Will not be detrimental to the public health, safety, morals or general welfare;
2. Will and will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
4. Will not impede the orderly development of other property in the area;
5. Will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that an amended Conditional Use Permit be granted to Wal-Mart Stores Inc. to allow the construction of a proposed Wal-Mart SuperCenter Store, on property legally described within the CUP application, as depicted within that application, subject to the conditions listed above.

Adopted by the Council this 12<sup>th</sup> day of February 2007.

  
\_\_\_\_\_  
Dale Adams, Mayor Pro-Tem

ATTEST:

  
\_\_\_\_\_  
Karen Alto, Interim City Clerk

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

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

**RESOLUTION NO. 08-22**

**A RESOLUTION GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT, PREVIOUSLY APPROVED UNDER CITY COUNCIL RESOLUTION 06-130 AND AMENDED UNDER CITY COUNCIL RESOLUTION 07-08 FOR A WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, LOCATED ON LOT 1, BLOCK 1, WAL-MART GRAND RAPIDS ADDITION**

WHEREAS, a petition was received from Wal-Mart Stores Inc. on January 23<sup>rd</sup>, 2008 requesting an amendment to a Conditional Use Permit (CUP) previously approved by the City Council under Resolution 06-130, and amended under City Council Resolution 07-08; and

WHEREAS, the amendment requested by Wal-Mart Stores, Inc. seeks approval of changes in both the exterior building façade color scheme as well as the type, color, and amount of exterior building signage and monument signage; and

WHEREAS, the change to the color on both the exterior building façade and the monument sign as well a net reduction in building signage are requested in order to fulfill a corporate wide "rebranding" strategy recently undergone by Wal-Mart Stores; and

WHEREAS, the Planning Commission reviewed the request to amend the CUP and conducted a public hearing on this request on February 7<sup>th</sup>, 2008, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the requested amendments to the CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Code if those same conditions, as applied to the original CUP under Resolution 06-130 and amended under Resolution 07-08, remained in effect; and


WHEREAS, based upon their findings, the Planning Commission recommended approval of the amended CUP with a condition that all previously imposed conditions under City Council Resolution 06-130 & 07-08, remain in effect:

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed amended CUP:

1. Will not be detrimental to the public health, safety, morals or general welfare;
2. Will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
4. Will not impede the orderly development of other property in the area;
5. Will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that an amended Conditional Use Permit is granted to Wal-Mart Stores, Inc. to allow the proposed Wal-Mart SuperCenter, on property legally described as Lot 1, Block 1, Wal-Mart Grand Rapids Addition, and as depicted within the application, subject to the conditions within City Council Resolutions 06-130 and 07-08.

Adopted by the Council this 11<sup>th</sup> day of February 2008.

  
\_\_\_\_\_  
Jim Millis, Mayor

ATTEST:

  
\_\_\_\_\_  
Karen Alto, Interim City Clerk

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

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

**RESOLUTION NO. 17-\_\_\_\_**

**A RESOLUTION GRANTING AN AMENDMENT TO A CONDITIONAL USE PERMIT, PREVIOUSLY APPROVED UNDER CITY RESOLUTION 06-130 FOR A WAL-MART SUPERCENTER, A GENERAL SALES AND SERVICE (GREATER THAN 70,000 SQ. FT. BUILDING FOOTPRINT) USE, LOCATED ON LOT 1, BLOCK 1, PLAT OF WAL-MART GRAND RAPIDS**

WHEREAS, a petition was received from WD Partners, on behalf of Wal-Mart Real Estate Business Trust on October 5, 2017 requesting an amendment to a Conditional Use Permit (CUP) previously approved by the City Council under Resolution #06-130, and amended under City Resolutions #07-08 and #08-22; and

WHEREAS, the amendment requested by Wal-Mart Real Estate Business Trust would allow for an 18' X 72' covered parking canopy structure (for an On-line Ordering Pick-up Program) to be added to the southeast corner of the property, and the addition of an orange accent color & "Pickup" related signage, to a portion of the southwest corner of the Wal-Mart building all on property legally described as:

*Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota;*

WHEREAS, the Planning Commission reviewed the request to amend the CUP and conducted a public hearing on this request on November 2, 2017, and all were heard who wished to speak on the matter; and

WHEREAS, the Planning Commission made certain findings that the requested amendment to the CUP would meet the requirements of Section 30-531(e) and the Large Scale Commercial Design Standards, Division 14, of the City Zoning Ordinance contingent on the following conditions;

1. That in the event the City, or designated contractor, is not able to access the water line, for maintenance/replacement purposes, in the area around and/or under the proposed parking canopy, the canopy would be promptly removed and reinstalled at the property owners expense to permit access.
2. That all previously imposed conditions under City Resolution No.'s 06-130, 07-08 & 08-22 remain in effect.

WHEREAS, the City Council, upon review of the minutes, findings and conditions of the Planning Commission, accepts and specifically adopts the findings and recommendation of the Planning Commission; that the establishment, maintenance and operation of the use contemplated by the proposed amended CUP:

1. Will not be detrimental to the public health, safety, morals or general welfare;
2. Will not cause undue traffic congestion or hazards and will not result in a parking shortage;
3. Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
4. Will not impede the orderly development of other property in the area;
5. Will not impose an excessive burden on parks and other public facilities and utilities;
6. Is consistent with the Comprehensive Plan.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF GRAND RAPIDS, MINNESOTA that an amended Conditional Use Permit is granted to Wal-Mart Real Estate Business Trust to allow the proposed Wal-Mart SuperCenter, on property legally described as; *Lot 1, Block 1, Plat of Wal-Mart Grand Rapids, Itasca County, Minnesota*, as depicted within the CUP application, subject to the conditions listed above.

Adopted by the Council this 13<sup>th</sup> day of November 2017.

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

ATTEST:

\_\_\_\_\_  
Kim 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.

DRAFT





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

Community Development  
 Office **09/05/2017**  
 Date Received  
 Certified Complete **10/9/2017**  
 Fee Paid **7505**

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

<u>WD Partners/Jihad Othman</u> Name of Applicant	<u>Walmart Real Estate Business Trust</u> Name of Owner
<u>7007 Discovery Blvd</u> Address	<u>2001 SE 10th Street</u> Address
<u>Dublin, OH 43017</u> City State Zip	<u>Bentonville, AR 72716-5570</u> City State Zip
<u>949-266-7096/jihad.othman@wdpartners.com</u> Business Telephone/e-mail address	 Business Telephone/e-mail address

**Parcel Information:**

Tax Parcel # <u>91-718-0110</u>	Existing Zoning: <u>Commercial</u>
Existing Use: <u>Walmart - Commercial Retail</u>	Proposed Use: <u>Online Ordering Pick-up</u> <u>w/ parking canopy</u>
Property Size: <u>18.9 acres</u>	
Property Address / Legal Description: <u>100 SE 29th St, Grand Rapids, MN 55744</u> (attach additional sheet if necessary)	

**Permit Type:**

The following type of Conditional Use Permit is, hereby, requested:

<input type="checkbox"/> Mobile Home Parks	<input type="checkbox"/> Primary, Secondary, and Post High schools in R districts
<input type="checkbox"/> Mining of Sand and Gravel (> 2year)	<input type="checkbox"/> Junk and Salvage Operations
<input type="checkbox"/> Heavy Mining	<input type="checkbox"/> Land Reclamation
<input type="checkbox"/> Interim Use of Buildings	<input checked="" type="checkbox"/> CUP Amendment
<input type="checkbox"/> Group and Foster Homes (7-8 residents in R-1 and R-2)	
<input type="checkbox"/> Bed and Breakfast Accommodations (up to 5 guest rooms/10 persons in R2)	
<input type="checkbox"/> Essential Service Structure (within any residential zone or CBD)	
<input type="checkbox"/> General Sales and Service (greater than 70,000 sq. ft. building footprint)	
<input type="checkbox"/> Telecommunication Towers and Facilities	

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

<u>Jihad Othman</u> Signature(s) of Applicant(s)	<u>10-3-17</u> Date
<u>[Signature]</u> Signature(s) of Owner(s)-(If other than applicant)	<u>10-3-17</u> Date

**Required Submittals: 1 Set (electronic copies required):**

- Application Fee - \$505.00                       Site Plan (as per 30-531b1)                       Drainage Plan (as per 30-531b2)  
 Landscape Plan (as per 30-531b3)                       Building Plans (as per 30-531b4)  
 Written description of proposed use (as per 30-531b5)

**Additional Required Submittals, if applicable:**

If the proposed use is classified as General Sales and Service (greater than 70,000 sq. ft. building footprint), and is, thus, regulated by Division 14, Article IV, Chapter 30 of the Grand Rapids City Code, the following additional submittals are required:

- Application Fee – Total Actual Cost Incurred by the City (\$3,500.00 deposit required via escrow agreement)  
 Traffic Study (as per 30-902c4)  
 Written explanation of how the proposed development adheres to the individual elements of the Site Design Standards in 30-902, and the Building Design Standards in 30-903.  
 The Landscaping Plan required under 30-531b3 shall include sufficient detail to demonstrate the proposed developments compliance with 30-902e.  
 The Site Plan required under 30-531b4 shall include sufficient detail to demonstrate the proposed developments compliance with sections: 30-902a, 30-902b, 30-902c, 30-902d, 30-902f, 30-902g, 30-902h, and 30-902i.  
 The Building Plans required under 30-531b4 shall include sufficient detail to demonstrate the proposed developments compliance with sections 30-903a through 30-903h.  
 Adaptability for Reuse Plan (as per 30-904a1)  
 Environmental Assessment Worksheet, if applicable, (as per 30-904b) and RGU Notice of Decision – Negative Declaration, or, if the RGU Notice of Decision on the EAW is a Positive Declaration, a copy of the Environmental Impact Statement and RGU Notice of Adequacy.

**Findings for Approval:**

In accordance with Section 30-531e of the Grand Rapids City Code, the City Council shall not approve a Conditional Use Permit unless it shall find that the establishment, maintenance and operation of the use:

- Will not be detrimental to the public health, safety, morals and general welfare;
- Will not cause undue traffic congestion, or hazards and will not result in a parking shortage;
- Will not be injurious to the use and enjoyment or result in a decrease in value of other property in the area;
- Will not impede the orderly development of other property in the area;
- Will not impose an excessive burden on parks and other public facilities and utilities;
- Is consistent with the Comprehensive Plan.

In addition to the general requirements for all Conditional Use Permit listed above, the City Council will also consider the requirements specific to each designated conditional use as contained within the Grand Rapids City Code.

The attached Section 30-531 of the Grand Rapids City Code provides additional detail with respect to Conditional Use Permit process.

**Additional Instructions:**

Prior to submitting your Conditional Use Permit Application, you will need to arrange for one or more preliminary meetings with the Director of Community Development. This meeting is intended to ensure that the proposed application is complete, to answer any questions the applicant may have, discuss meeting schedules and, if applicable, the scope of the required submittals.

**INCOMPLETE APPLICATIONS WILL NOT BE ACCEPTED**

Complete applications shall be submitted to the Community Development Department one month prior to the Planning Commission's review of the CUP. More information may be requested by the City of Grand Rapids Planning Commission or City Council, if deemed necessary to properly evaluate your request. The lack of information requested may be in itself sufficient cause to deny an application.



October 3, 2017

Eric Trast  
Community Development Specialist  
City of Grand Rapids  
420 North Pokegama Avenue  
Grand Rapids, MN 55744-2662

Re: Walmart #1609 Proposed Use for Conditional Use Permit Amendment

Dear Mr. Trast:

The existing Walmart located at 100 SE 29th St, Grand Rapids, MN 55744 is requesting a Conditional Use Permit Amendment from the City of Grand Rapids Community Development Department to allow for a new standalone pre-fabricated parking canopy as part of the Online Ordering Pick-Up Program. Ten (10) designated parking stalls will be located on the south side of the building. The proposed canopy would be covering six (6) of the designated parking stalls.

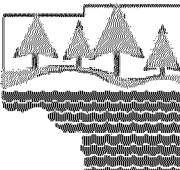
The Pick Up program is a new service where customers may order goods on-line and schedule an appointment to arrive at the store at a certain time to secure their purchases. The nature of this business necessitates designated parking stalls with a protective fabric canopy for identification purposes as well as safe wayfinding for customers throughout the parking lot.

The overall project is consistent with the existing zoning code as it does not change the use or site access. Since it exists today, there will be no blight incurred by the neighborhood. The new grocery pick up program will enhance sales, which in turn drives tax revenues to the county, both in sales tax and employee withholding for new associates to staff the department. This application maximizes the public interest of the neighborhood and county as a significant remodel will enhance the utilization of the existing store as a key economic driver in the community.

Please let me know if there are any questions or concerns by calling me directly at 949-266-7086.

A handwritten signature in cursive script that reads "Jihad Othman".

Jihad Othman  
WD Partners  
Manager, Planning & Permitting

 <p><b>Itasca County Parcel Information System</b>  <a href="#">Itasca County's Web Site</a></p>	<p style="text-align: right;">Mon, Sep 25, 2017</p> <p style="text-align: right;">Parcel Info Data Date: September 25, 2017                  CRV Info Data Date: September 25, 2017                  Payment Detail Data Date: September 25, 2017</p>
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- [Parcel Information](#)    
 [CRV Information](#)    
 [Lake Finder](#)    
 [FAQ](#)    
 [Request Info](#)

## 2016 Assessor's Market Values For Taxes Payable In 2017

Parcel Number: **91-718-0110**

**Owner of Record** WAL-MART REAL ESTATE BUSINESS TRUST  
 TAX DEPARTMENT #8013  
 MAIL STOP #0555  
 1301 SE 10TH STREET

Physical Address:	100 SE 29TH ST GRAND RAPIDS MN 55744
Plat Name:	WAL-MART GRAND RAPIDS
1st Line of Legal Desc:	LOT 1 BLK 1
Deeded Acres:	18.9
Sec-Twp-Rng:	33-55-25
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>Class Code 233 Co</td> <td>Preferred</td> </tr> <tr> <td>Land Value:</td> <td style="text-align: right;"><b>\$880,900</b></td> </tr> <tr> <td>Building Value:</td> <td style="text-align: right;"><b>\$9,513,400</b></td> </tr> <tr> <td>Total Class Value:</td> <td style="text-align: right;"><b>\$10,394,300</b></td> </tr> </table>	Class Code 233 Co	Preferred	Land Value:	<b>\$880,900</b>	Building Value:	<b>\$9,513,400</b>	Total Class Value:	<b>\$10,394,300</b>	<p><b>Total Land Value = \$880,900</b>  <b>Total Building Value = \$9,513,400</b>  <b>Grand Total Value = \$10,394,300</b></p>	<p><b>91-718-0110</b>  <a href="#">Click Here To See The Current Year Tax Record For This Parcel</a></p>
Class Code 233 Co	Preferred									
Land Value:	<b>\$880,900</b>									
Building Value:	<b>\$9,513,400</b>									
Total Class Value:	<b>\$10,394,300</b>									

Minnesota Counties Information Systems (MCIS) makes no warranties, implied or explicit, as to the accuracy or completeness of this data. The data presented on this site is provided directly by the County, and MCIS merely converts it to a searchable web format. This data is intended to be used for informal informational purposes only. It is not intended for use in abstract work, land surveys, title opinions, appraisals, or any other legal documents or for any other purposes. For up-to-date and/or certified information, the user should contact the County Auditor/Treasurer.

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



Grand Rapids, MN - Store #1609



**Design Presentation Only - Not For Construction**  
The building images shown are a representation of the current design intent only. The building images may not reflect variations in color, tone, hue, tint, shading, ambient light intensity, materials, texture, contrast, font style, construction variations required by building codes or inspectors, material availability or final design detailing.

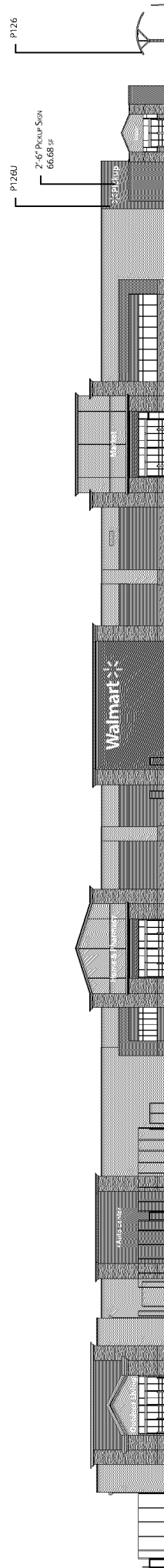
**Confidential**

The document contains information that is privileged and confidential. Any unauthorized disclosure, reproduction, distribution or use of this information without express written authorization is strictly prohibited.

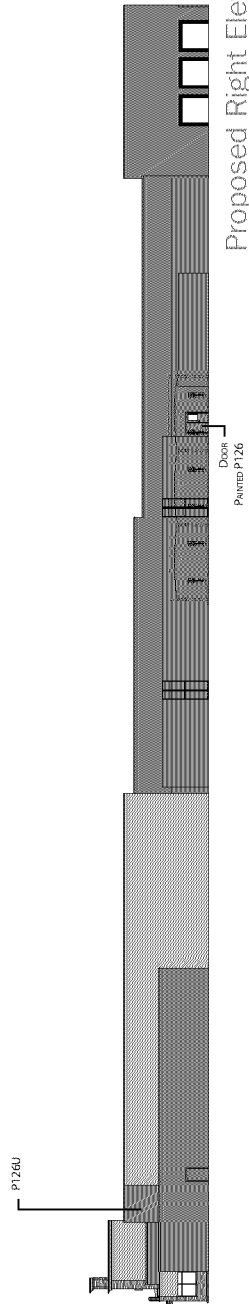
**Issued:**

October 9, 2017





Proposed Front Elevation



Proposed Right Elevation

P126U  
SW 6985 Knockout Orange (Urethane)

P83  
SW 6082 Cobble Brown

P124  
SW 7718 Meadowlark

P94  
SW 7084 Exterior Diomedean Camel

\* Unless noted otherwise, existing paint colors and signage to remain.



Confidential

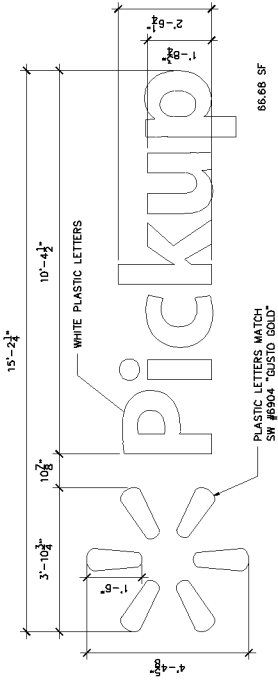
October 9, 2017

Grand Rapids, MN - Store #1609

Color Elevations - Not to Scale

3

Design Presentation Only - Not For Construction



### EXISTING SIGNAGE SCHEDULE

MAIN BUILDING SIGNAGE	QTY	LIGHTED	COLOR	SIZE	INDIVIDUAL AREA	TOTAL AREA
<b>FRONT SIGNAGE</b>						
Walmart	1	LED	WHITE	5'-6"	298.00 SF	298.00 SF
* (Spark)	1	LED	YELLOW	8'-0"	28.17 SF	28.17 SF
Market	1	N/A	WHITE	2'-6"	97.66 SF	97.66 SF
Home & Pharmacy	1	N/A	WHITE	2'-6"	77.17 SF	77.17 SF
Outdoor Living	1	N/A	WHITE	2'-6"	34.50 SF	34.50 SF
<-- Auto Center	1	N/A	WHITE	2'-0"	11.30 SF	11.30 SF
Liquor	1	N/A	WHITE	2'-0"	11.30 SF	11.30 SF
Pickup	1	LED	YELLOW	4'-4 5/8"	66.68 SF	66.68 SF
Spark	1	LED	YELLOW	4'-4 5/8"	66.68 SF	66.68 SF
<b>TOTAL FRONT SIGNAGE</b>					<b>546.80 SF</b>	<b>613.48 SF</b>

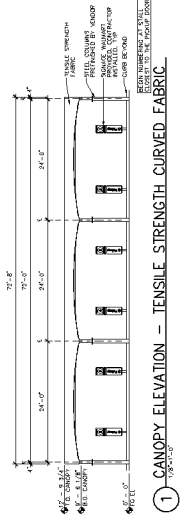
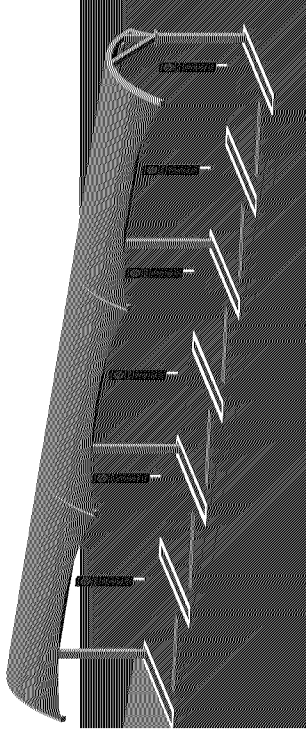
### NEW SIGNAGE SCHEDULE

MAIN BUILDING SIGNAGE	NEW/ ETR	QTY	LIGHTED	COLOR	SIZE	INDIVIDUAL AREA	TOTAL AREA
<b>FRONT SIGNAGE</b>							
Walmart	ETR	1	LED	WHITE	5'-6"	298.00 SF	298.00 SF
* (Spark)	ETR	1	LED	YELLOW	8'-0"	28.17 SF	28.17 SF
Market	ETR	1	N/A	WHITE	2'-6"	97.66 SF	97.66 SF
Home & Pharmacy	ETR	1	N/A	WHITE	2'-6"	77.17 SF	77.17 SF
Outdoor Living	ETR	1	N/A	WHITE	2'-6"	34.50 SF	34.50 SF
<-- Auto Center	ETR	1	N/A	WHITE	2'-0"	11.30 SF	11.30 SF
Liquor	NEW	1	N/A	WHITE	2'-0"	11.30 SF	11.30 SF
Pickup	NEW	1	LED	YELLOW	4'-4 5/8"	66.68 SF	66.68 SF
Spark	NEW	1	LED	YELLOW	4'-4 5/8"	66.68 SF	66.68 SF
<b>TOTAL FRONT SIGNAGE</b>						<b>613.48 SF</b>	<b>613.48 SF</b>
<b>AUTO CENTER SIGNAGE</b>							
Auto Center	ETR	1	N/A	WHITE	2'-0"	31.47 SF	31.47 SF
Tire	ETR	2	N/A	WHITE	1'-0"	4.76 SF	4.76 SF
Lube	ETR	1	N/A	WHITE	1'-0"	3.13 SF	3.13 SF
<b>TOTAL AUTO CENTER SIGNAGE</b>						<b>39.36 SF</b>	<b>39.36 SF</b>
<b>REAR SIGNAGE</b>							
Walmart	ETR	1	N/A	WHITE	5'-6"	298.00 SF	298.00 SF
* (Spark)	ETR	1	N/A	YELLOW	18'-0"	298.00 SF	298.00 SF
<b>TOTAL REAR SIGNAGE</b>						<b>298.00 SF</b>	<b>298.00 SF</b>
<b>EXISTING TOTAL BUILDING SIGNAGE</b>						<b>884.16 SF</b>	<b>950.84 SF</b>



**CANOPY GENERAL NOTES**

- 1. CANOPY SHALL BE CONSTRUCTED WITH TENSILE STRENGTH CURVED FABRIC.
- 2. CANOPY SHALL BE CONSTRUCTED WITH TENSILE STRENGTH CURVED FABRIC.
- 3. CANOPY SHALL BE CONSTRUCTED WITH TENSILE STRENGTH CURVED FABRIC.



1. CANOPY SHALL BE CONSTRUCTED WITH TENSILE STRENGTH CURVED FABRIC.

2. CANOPY SHALL BE CONSTRUCTED WITH TENSILE STRENGTH CURVED FABRIC.

3. CANOPY SHALL BE CONSTRUCTED WITH TENSILE STRENGTH CURVED FABRIC.



**SIGNAGE GENERAL NOTES**

1. REF. A-20 FOR SIGNAGE GENERAL NOTES.

**SIGNAGE LEGEND**

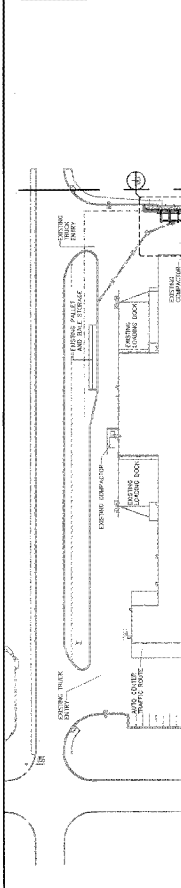
DIRECTIONAL SIGN  
 4' x 8' x 3'-0" USE APPROX. DIRECTION  
 AS SHOWN IN PLAN

**SIGNAGE NOTES**

1. REF. C1-3 FOR POST (TUBES) DETAILS AND SIGNAGE DETAILS.

**DIRECTIONAL SIGN SCHEDULE**

APPROX. NUMBER	LOCATION	TYPE
1	Directional Sign	Post Mount
2	Directional Sign	Post Mount



**Walmart**  
 GRAND RAPIDS, MN

WALMART STORE NO. 1609  
 699 W. MILWAUKEE AVE.  
 GRAND RAPIDS, MN 56301

DESIGNED BY: A. ZWAL  
 DRAWN BY: B. HENNINGER  
 PRINTED: PROSAP LOC  
 PRINT DATE: 08/12/17  
 DOCUMENT DATE: 08/28/17

**811**  
 Know what's below.  
 Call before you dig.

SCALE: 1" = 70.00'

0 10 20 30 40 50 Feet

**OVERALL SITE PLAN**  
 17-00-000

**OVERALL SITE PLAN**

17-00-000

**wd**

WALMART STORE NO. 1609  
 699 W. MILWAUKEE AVE.  
 GRAND RAPIDS, MN 56301

DATE: 08/28/17

**OVERALL SITE PLAN**

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# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0811      **Version:** 1      **Name:** Issuance & Sale of Refunding Bonds, 2017B  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/8/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider adopting a Resolution Providing for the Sale of \$3,045,000 General Obligation Improvement Refunding Bonds, Series 2017B.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Presale Report.Grand Rapids.2017B.pdf](#)  
[Call resolution.Grand Rapids.2017B.pdf](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved As Presented	Pass

Consider adopting a Resolution Providing for the Sale of \$3,045,000 General Obligation Improvement Refunding Bonds, Series 2017B.

**Background Information:**

Attached please find Recommendations for Issuance of Bonds from Ehlers, Inc., to refund five previous bond issues as stated in the Pre-sale Report . The Net Present Value Cashflow savings over the life of the bonds would be approximately \$224,230. The Net present Value Benefit would be approximately \$227,690. It is anticipated that the true interest cost on the sale would be approximately 2.18%.

The Recommendations include, but are not limited to the following:

- \*Set the sale date for December 11, 2017 at 10:30 am with consideration by the City Council at 5:00 pm that same day.
- \*The Bonds are being sold through a competitive bidding process.
- \*The Bonds will be general obligations of the City, secured by its full faith and credit and taxing power.
- \*This issue will require a rating application to Standard and Poor's Global Ratings (S&P).

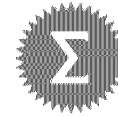
There will be a representative from Ehlers, Inc. at the Monday meeting to present the information and address any questions the Council may have.

**Staff Recommendation:**

[Enter Recommendation Here]

**Requested City Council Action**

Make a motion adopting a Resolution Providing for the Sale of \$3,045,000 General Obligation Improvement Refunding Bonds, Series 2017B.



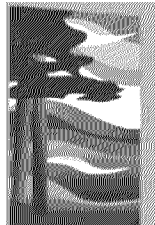
**EHLERS**  
LEADERS IN PUBLIC FINANCE

November 13, 2017

## Pre-Sale Report for

### City of Grand Rapids, Minnesota

\$3,045,000 General Obligation Refunding Bonds,  
Series 2017B



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

**Prepared by:**

Rebecca Kurtz, CIPMA  
Senior Municipal Advisor

And

Todd Hagen, CIPMA  
Senior Municipal Advisor

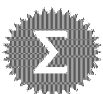
And

Nick Anhut, CIPMA  
Senior Municipal Advisor

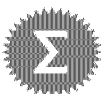


## Executive Summary of Proposed Debt

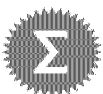
Proposed Issue:	\$3,045,000 General Obligation Refunding Bonds, Series 2017B
Purposes:	<p>The proposed issue includes providing funds to current refund five issues:</p> <ul style="list-style-type: none"> <li> <p>• Current Refunding of 2006C (\$2,505,000 G.O. Improvement Bonds). Debt service will be paid from special assessments and ad valorem property taxes.</p> <p>Interest rates on the obligations proposed to be refunded are 4.0%. The refunding is expected to reduce interest expense by approximately \$19,143 over the next 4 years. The Net Present Value Benefit of the refunding is estimated to be \$18,526, equal to 2.99% of the refunded principal.</p> </li> <li> <p>• Current Refunding of 2007A (\$1,775,000 G.O. Improvement Bonds). Debt service will be paid from special assessments and ad valorem property taxes.</p> <p>Interest rates on the obligations proposed to be refunded are 4.1% to 4.15%. The refunding is expected to reduce interest expense by approximately \$32,253 over the next 4 years. The Net Present Value Benefit of the refunding is estimated to be \$27,154, equal to 4.55% of the refunded principal.</p> </li> <li> <p>• Current Refunding of 2008A (\$850,000 G.O. Tax Increment Bonds). Debt service will be paid from tax increment revenues from TIF Districts 4 and 6.</p> <p>Interest rates on the obligations proposed to be refunded are 4.2% to 4.6%. The refunding is expected to reduce interest expense by approximately \$131,020 over the next 16 years. The Net Present Value Benefit of the refunding is estimated to be \$112,821, equal to 16.0% of the refunded principal.</p> </li> <li> <p>• Current Refunding of 2008B (\$1,010,000 G.O. Street Reconstruction Bonds). Debt service will be paid from ad valorem property taxes.</p> <p>Interest rates on the obligations proposed to be refunded are 4.2% to 4.6%. The refunding is expected to reduce interest expense by approximately \$34,017 over the next 6 years. The Net Present Value Benefit of the refunding is estimated to be \$31,873, equal to 7.01% of the refunded principal.</p> </li> <li> <p>• Current Refunding of 2008C (\$1,145,000 G.O. Improvement Bonds). Debt service will be paid from special assessments and ad valorem property taxes.</p> </li> </ul>



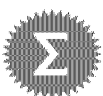
	<p>Interest rates on the obligations proposed to be refunded are 4.2% to 4.6%. The refunding is expected to reduce interest expense by approximately \$35,769 over the next 6 years. The Net Present Value Benefit of the refunding is estimated to be \$33,511, equal to 6.84% of the refunded principal.</p> <p>All five issues are considered to be a Current Refundings as the obligations being refunded are either callable (pre-payable) now, or will be within 90 days of the date of issue of the new Bonds.</p>
<p><b>Authority:</b></p>	<p>The Bonds are being issued pursuant to Minnesota Statutes, Chapters:</p> <ul style="list-style-type: none"> <li>• 429 – Allows issuance of general obligation debt without referendum to fund projects for which the City assesses at least 20% of the cost. This portion of the Bonds will not count against the City’s debt limit.</li> <li>• 469 – Allows issuance of general obligation debt without referendum to fund projects for which at least 20% of the debt service is paid with tax increment revenues. This portion of the Bonds will not count against the City’s debt limit.</li> <li>• 475.58 – Allow for issuance of general obligation debt without referendum after adoption of a Street Reconstruction Plan. This portion of the Bonds will count against the City’s General Obligation Debt Capacity Limit of 3% of market value.</li> <li>• 475 – General bonding authority</li> </ul> <p>The Bonds will be general obligations of the City for which its full faith, credit and taxing powers are pledged.</p>
<p><b>Term/Call Feature:</b></p>	<p>The Bonds are being issued for a 17-year term. Principal on the Bonds will be due on February 1 in the years 2019 through 2034. Interest is payable every six months beginning August 1, 2018. The terms of the issues being refunded are not being modified from the original term.</p> <p>The Bonds maturing on and after February 1, 2028 will be subject to prepayment at the discretion of the City on February 1, 2027 or any date thereafter.</p>
<p><b>Bank Qualification:</b></p>	<p>Because the City is expecting to issue no more than \$10,000,000 in tax exempt debt during the calendar year, the City will be able to designate the Bonds as “bank qualified” obligations. Bank qualified status broadens the market for the Bonds, which can result in lower interest rates.</p>



<p>Rating:</p>	<p>The City's most recent bond issues were rated AA- by Standard &amp; Poor's. The City will request a new rating for the Bonds.</p> <p>If the winning bidder on the Bonds elects to purchase bond insurance, the rating for the issue may be higher than the City's bond rating in the event that the bond rating of the insurer is higher than that of the City.</p>
<p>Basis for Recommendation:</p>	<p>Based on our knowledge of your situation, your objectives communicated to us, our advisory relationship as well as characteristics of various municipal financing options, we are recommending the issuance of general obligation bonds as a suitable financing option. The issues being refunded are general obligation bonds. In addition, the issuance of general obligation bonds provides the most overall cost effective option that still maintains future flexibility for the repayment of the debt.</p>
<p>Method of Sale/Placement:</p>	<p>In order to obtain the lowest interest cost to the City, we will competitively bid the purchase of the Bonds from local and national underwriters/banks.</p> <p>We have included an allowance for discount bidding equal to 1.2% of the principal amount of the issue. The discount is treated as an interest item and provides the underwriter with all or a portion of their compensation in the transaction.</p> <p>If the Bonds are purchased at a price greater than the minimum bid amount (maximum discount), the unused allowance may be used to lower your borrowing amount.</p> <p><b>Premium Bids:</b> Under current market conditions, most investors in municipal bonds prefer "premium" pricing structures. A premium is achieved when the coupon for any maturity (the interest rate paid by the issuer) exceeds the yield to the investor, resulting in a price paid that is greater than the face value of the bonds. The sum of the amounts paid in excess of face value is considered "reoffering premium."</p> <p>The amount of the premium varies, but it is not uncommon to see premiums for new issues in the range of 2.00% to 10.00% of the face amount of the issue. This means that an issuer with a \$2,000,000 offering may receive bids that result in proceeds of \$2,040,000 to \$2,200,000.</p> <p>For this issue of Bonds we have been directed to use the premium to reduce the size of the issue. The adjustments may slightly change the true interest cost of the original bid, either up or down.</p> <p>You have the choice to limit the amount of premium in the bid specifications. This may result in fewer bids, but it may also eliminate large adjustments on the day of sale and other uncertainties.</p>
<p>Review of Existing Debt:</p>	<p>We have reviewed all outstanding indebtedness for the City and find that, other than the obligations proposed to be refunded by the Bonds, there are no other refunding opportunities at this time.</p> <p>We will continue to monitor the market and the call dates for the City's outstanding debt and will alert you to any future refunding opportunities.</p>



Continuing Disclosure:	Because the City has more than \$10,000,000 in outstanding debt (including this issue) and this issue is over \$1,000,000, the City will be agreeing to provide certain updated Annual Financial Information and its Audited Financial Statement annually as well as providing notices of the occurrence of certain reportable events to the Municipal Securities Rulemaking Board (the “MSRB”), as required by rules of the Securities and Exchange Commission (SEC). The City is already obligated to provide such reports for its existing bonds, and has contracted with Ehlers to prepare and file the reports.
Arbitrage Monitoring:	Because the Bonds are tax-exempt obligations/tax credit obligations, the City must ensure compliance with certain Internal Revenue Service (IRS) rules throughout the life of the issue. These rules apply to all gross proceeds of the issue, including initial bond proceeds and investment earnings in construction, escrow, debt service, and any reserve funds. How issuers spend bond proceeds and how they track interest earnings on funds (arbitrage/yield restriction compliance) are common subjects of IRS inquiries. Your specific responsibilities will be detailed in the Tax Certificate prepared by your Bond Attorney and provided at closing. We recommend that you regularly monitor compliance with these rules and/or retain the services of a qualified firm to assist you.
Risk Factors:	<p><b>Special Assessments:</b> We have not assumed any pre-paid special assessments and we have assumed that assessments are levied as projected. If the City receives a significant amount of pre-paid assessments or does not levy the assessments, it may need to increase the levy portion of the debt service to make up for lower interest earnings than the expected assessment interest rate.</p> <p><b>Current Refunding:</b> The Bonds are being issued for the purpose of current refunding prior City debt obligations. Those prior debt obligations are “callable” now and can therefore be paid off within 90 days or less. The new Bonds will not be pre-payable until February 1, 2027.</p> <p>This refunding is being undertaken based in part on an assumption that the City does not expect to have future revenues to pay off this debt and that market conditions warrant the refinancing at this time.</p>
Other Service Providers:	This debt issuance will require the engagement of other public finance service providers. This section identifies those other service providers, so Ehlers can coordinate their engagement on your behalf. Where you have previously used a particular firm to provide a service, we have assumed that you will continue that relationship. Fees charged by these service providers will be paid from proceeds of the obligation, unless you notify us that you wish to pay them from other sources. Our pre-sale bond sizing includes a good faith estimate of these fees, so their final fees may vary. If you have any questions pertaining to the identified service providers or their role, or if you would like to use a different service provider for any of the listed services, please contact us.





	<b>Bond Attorney:</b> Kennedy & Graven, Chartered <b>Paying Agent:</b> U.S. Bank National Association <b>Rating Agency:</b> Standard & Poor's Global Ratings (S&P)
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This presale report summarizes our understanding of the City’s objectives for the structure and terms of this financing as of this date. As additional facts become known or capital markets conditions change, we may need to modify the structure and/or terms of this financing to achieve results consistent with the City’s objectives.

## Proposed Debt Issuance Schedule

Pre-Sale Review by City Council:	November 13, 2017
Distribute Official Statement:	Week of November 27, 2017
Conference with Rating Agency:	Week of November 27, 2017
City Council Meeting to Award Sale of the Bonds:	December 11, 2017
Estimated Closing Date:	December 28, 2017
Redemption Date for Bonds	February 1, 2018

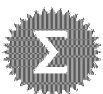
## Attachments

- Sources and Uses of Funds
- Proposed Debt Service Schedule
- Refunding Savings Analysis
- Resolution Authorizing Ehlers to Proceed with Bond Sale

## Ehlers Contacts

Municipal Advisors:	Rebecca Kurtz	(651) 697-8516
	Todd Hagen	(651) 697-8508
	Nick Anhut	(651) 697-8507
Disclosure Coordinator:	Jen Chapman	(651) 697-8566
Financial Analyst:	Alicia Gage	(651) 697-8551

The Official Statement for this financing will be mailed to the City Council at their home address or e-mailed for review prior to the sale date.



# City of Grand Rapids, Minnesota

\$3,045,000 General Obligation Refunding Bonds, Series 2017B

Issue Summary

Assuming Current GO BQ "A1" Market Rates

## 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
<b>Sources Of Funds</b>						
Par Amount of Bonds	\$640,000.00	\$705,000.00	\$725,000.00	\$470,000.00	\$505,000.00	\$3,045,000.00
<b>Total Sources</b>	<b>\$640,000.00</b>	<b>\$705,000.00</b>	<b>\$725,000.00</b>	<b>\$470,000.00</b>	<b>\$505,000.00</b>	<b>\$3,045,000.00</b>
<b>Uses Of Funds</b>						
Total Underwriter's Discount (1.200%)	7,680.00	8,460.00	8,700.00	5,640.00	6,060.00	36,540.00
Costs of Issuance	11,559.91	12,734.00	13,095.25	8,489.33	9,121.51	55,000.00
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 Amount	760.09	3,806.00	(1,795.25)	870.67	(181.51)	3,460.00
<b>Total Uses</b>	<b>\$640,000.00</b>	<b>\$705,000.00</b>	<b>\$725,000.00</b>	<b>\$470,000.00</b>	<b>\$505,000.00</b>	<b>\$3,045,000.00</b>



# City of Grand Rapids, Minnesota

## \$3,045,000 General Obligation Refunding Bonds, Series 2017B

### Issue Summary

Assuming Current GO BQ "A1" Market Rates

### Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	28,442.91	28,442.91	-
02/01/2019	510,000.00	1.100%	24,036.25	534,036.25	562,479.16
08/01/2019	-	-	21,231.25	21,231.25	-
02/01/2020	495,000.00	1.250%	21,231.25	516,231.25	537,462.50
08/01/2020	-	-	18,137.50	18,137.50	-
02/01/2021	495,000.00	1.450%	18,137.50	513,137.50	531,275.00
08/01/2021	-	-	14,548.75	14,548.75	-
02/01/2022	480,000.00	1.550%	14,548.75	494,548.75	509,097.50
08/01/2022	-	-	10,828.75	10,828.75	-
02/01/2023	345,000.00	1.650%	10,828.75	355,828.75	366,657.50
08/01/2023	-	-	7,982.50	7,982.50	-
02/01/2024	205,000.00	1.750%	7,982.50	212,982.50	220,965.00
08/01/2024	-	-	6,188.75	6,188.75	-
02/01/2025	45,000.00	1.900%	6,188.75	51,188.75	57,377.50
08/01/2025	-	-	5,761.25	5,761.25	-
02/01/2026	45,000.00	1.950%	5,761.25	50,761.25	56,522.50
08/01/2026	-	-	5,322.50	5,322.50	-
02/01/2027	45,000.00	2.050%	5,322.50	50,322.50	55,645.00
08/01/2027	-	-	4,861.25	4,861.25	-
02/01/2028	45,000.00	2.200%	4,861.25	49,861.25	54,722.50
08/01/2028	-	-	4,366.25	4,366.25	-
02/01/2029	50,000.00	2.300%	4,366.25	54,366.25	58,732.50
08/01/2029	-	-	3,791.25	3,791.25	-
02/01/2030	55,000.00	2.450%	3,791.25	58,791.25	62,582.50
08/01/2030	-	-	3,117.50	3,117.50	-
02/01/2031	50,000.00	2.550%	3,117.50	53,117.50	56,235.00
08/01/2031	-	-	2,480.00	2,480.00	-
02/01/2032	55,000.00	2.650%	2,480.00	57,480.00	59,960.00
08/01/2032	-	-	1,751.25	1,751.25	-
02/01/2033	60,000.00	2.750%	1,751.25	61,751.25	63,502.50
08/01/2033	-	-	926.25	926.25	-
02/01/2034	65,000.00	2.850%	926.25	65,926.25	66,852.50
<b>Total</b>	<b>\$3,045,000.00</b>	<b>-</b>	<b>\$275,069.16</b>	<b>\$3,320,069.16</b>	<b>-</b>

### Yield Statistics

Bond Year Dollars	\$14,239.13
Average Life	4.676 Years
Average Coupon	1.9317842%
Net Interest Cost (NIC)	2.1884010%
True Interest Cost (TIC)	2.1845830%
Bond Yield for Arbitrage Purposes	1.9080967%
All Inclusive Cost (AIC)	2.6121015%

### IRS Form 8038

Net Interest Cost	1.9317842%
Weighted Average Maturity	4.676 Years

# City of Grand Rapids, Minnesota

## \$3,045,000 General Obligation Refunding Bonds, Series 2017B

### Issue Summary

Assuming Current GO BQ "A1" Market Rates

### Net Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Net New D/S	Fiscal Total
12/28/2017	-	-	-	-	(3,460.00)	-
02/01/2018	-	-	-	-	-	(3,460.00)
08/01/2018	-	-	28,442.91	28,442.91	28,442.91	-
02/01/2019	510,000.00	1.100%	24,036.25	534,036.25	534,036.25	562,479.16
08/01/2019	-	-	21,231.25	21,231.25	21,231.25	-
02/01/2020	495,000.00	1.250%	21,231.25	516,231.25	516,231.25	537,462.50
08/01/2020	-	-	18,137.50	18,137.50	18,137.50	-
02/01/2021	495,000.00	1.450%	18,137.50	513,137.50	513,137.50	531,275.00
08/01/2021	-	-	14,548.75	14,548.75	14,548.75	-
02/01/2022	480,000.00	1.550%	14,548.75	494,548.75	494,548.75	509,097.50
08/01/2022	-	-	10,828.75	10,828.75	10,828.75	-
02/01/2023	345,000.00	1.650%	10,828.75	355,828.75	355,828.75	366,657.50
08/01/2023	-	-	7,982.50	7,982.50	7,982.50	-
02/01/2024	205,000.00	1.750%	7,982.50	212,982.50	212,982.50	220,965.00
08/01/2024	-	-	6,188.75	6,188.75	6,188.75	-
02/01/2025	45,000.00	1.900%	6,188.75	51,188.75	51,188.75	57,377.50
08/01/2025	-	-	5,761.25	5,761.25	5,761.25	-
02/01/2026	45,000.00	1.950%	5,761.25	50,761.25	50,761.25	56,522.50
08/01/2026	-	-	5,322.50	5,322.50	5,322.50	-
02/01/2027	45,000.00	2.050%	5,322.50	50,322.50	50,322.50	55,645.00
08/01/2027	-	-	4,861.25	4,861.25	4,861.25	-
02/01/2028	45,000.00	2.200%	4,861.25	49,861.25	49,861.25	54,722.50
08/01/2028	-	-	4,366.25	4,366.25	4,366.25	-
02/01/2029	50,000.00	2.300%	4,366.25	54,366.25	54,366.25	58,732.50
08/01/2029	-	-	3,791.25	3,791.25	3,791.25	-
02/01/2030	55,000.00	2.450%	3,791.25	58,791.25	58,791.25	62,582.50
08/01/2030	-	-	3,117.50	3,117.50	3,117.50	-
02/01/2031	50,000.00	2.550%	3,117.50	53,117.50	53,117.50	56,235.00
08/01/2031	-	-	2,480.00	2,480.00	2,480.00	-
02/01/2032	55,000.00	2.650%	2,480.00	57,480.00	57,480.00	59,960.00
08/01/2032	-	-	1,751.25	1,751.25	1,751.25	-
02/01/2033	60,000.00	2.750%	1,751.25	61,751.25	61,751.25	63,502.50
08/01/2033	-	-	926.25	926.25	926.25	-
02/01/2034	65,000.00	2.850%	926.25	65,926.25	65,926.25	66,852.50
<b>Total</b>	<b>\$3,045,000.00</b>	<b>-</b>	<b>\$275,069.16</b>	<b>\$3,320,069.16</b>	<b>\$3,316,609.16</b>	<b>-</b>

# City of Grand Rapids, Minnesota

\$3,045,000 General Obligation Refunding Bonds, Series 2017B

Issue Summary

Assuming Current GO BQ "A1" Market Rates

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	-	(3,460.00)	-	3,460.00
02/01/2019	562,479.16	562,479.16	591,850.00	29,370.84
02/01/2020	537,462.50	537,462.50	572,770.00	35,307.50
02/01/2021	531,275.00	531,275.00	558,390.00	27,115.00
02/01/2022	509,097.50	509,097.50	543,707.50	34,610.00
02/01/2023	366,657.50	366,657.50	388,447.50	21,790.00
02/01/2024	220,965.00	220,965.00	243,530.00	22,565.00
02/01/2025	57,377.50	57,377.50	63,940.00	6,562.50
02/01/2026	56,522.50	56,522.50	62,180.00	5,657.50
02/01/2027	55,645.00	55,645.00	65,380.00	9,735.00
02/01/2028	54,722.50	54,722.50	63,355.00	8,632.50
02/01/2029	58,732.50	58,732.50	66,330.00	7,597.50
02/01/2030	62,582.50	62,582.50	69,030.00	6,447.50
02/01/2031	56,235.00	56,235.00	66,500.00	10,265.00
02/01/2032	59,960.00	59,960.00	68,970.00	9,010.00
02/01/2033	63,502.50	63,502.50	71,210.00	7,707.50
02/01/2034	66,852.50	66,852.50	73,220.00	6,367.50
<b>Total</b>	<b>\$3,320,069.16</b>	<b>\$3,316,609.16</b>	<b>\$3,568,810.00</b>	<b>\$252,200.84</b>

## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	224,229.78
Net PV Cashflow Savings @ 1.908%(Bond Yield)....	224,229.78
Contingency or Rounding Amount.....	3,460.00
<b>Net Present Value Benefit</b>	<b>\$227,689.78</b>
Net PV Benefit / \$3,269,229.78 PV Refunded Debt Service	6.965%
Net PV Benefit / \$2,950,000 Refunded Principal..	7.718%
Net PV Benefit / \$3,045,000 Refunding Principal..	7.477%

## Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017

# City of Grand Rapids, Minnesota

\$640,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2006C

Assuming Current GO BQ "A1" Market Rates

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	5,032.13	5,032.13	-
02/01/2019	170,000.00	1.100%	4,252.50	174,252.50	179,284.63
08/01/2019	-	-	3,317.50	3,317.50	-
02/01/2020	165,000.00	1.250%	3,317.50	168,317.50	171,635.00
08/01/2020	-	-	2,286.25	2,286.25	-
02/01/2021	155,000.00	1.450%	2,286.25	157,286.25	159,572.50
08/01/2021	-	-	1,162.50	1,162.50	-
02/01/2022	150,000.00	1.550%	1,162.50	151,162.50	152,325.00
<b>Total</b>	<b>\$640,000.00</b>	<b>-</b>	<b>\$22,817.13</b>	<b>\$662,817.13</b>	<b>-</b>

## Yield Statistics

Bond Year Dollars	\$1,623.67
Average Life	2.537 Years
Average Coupon	1.4052841%
Net Interest Cost (NIC)	1.8782876%
True Interest Cost (TIC)	1.8924265%
Bond Yield for Arbitrage Purposes	1.9080967%
All Inclusive Cost (AIC)	2.6435441%

## IRS Form 8038

Net Interest Cost	1.4052841%
Weighted Average Maturity	2.537 Years



# City of Grand Rapids, Minnesota

\$640,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2006C

Assuming Current GO BQ "A1" Market Rates

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	-	(760.09)	-	760.09
02/01/2019	179,284.63	179,284.63	184,800.00	5,515.37
02/01/2020	171,635.00	171,635.00	178,400.00	6,765.00
02/01/2021	159,572.50	159,572.50	162,000.00	2,427.50
02/01/2022	152,325.00	152,325.00	156,000.00	3,675.00
<b>Total</b>	<b>\$662,817.13</b>	<b>\$662,057.04</b>	<b>\$681,200.00</b>	<b>\$19,142.96</b>

## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	17,765.51
Net PV Cashflow Savings @ 1.908%(Bond Yield)....	17,765.51
Contingency or Rounding Amount.....	760.09
Net Present Value Benefit	\$18,525.60
Net PV Benefit / \$649,841.26 PV Refunded Debt Service	2.851%
Net PV Benefit / \$620,000 Refunded Principal...	2.988%
Net PV Benefit / \$640,000 Refunding Principal..	2.895%

## Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017

# City of Grand Rapids, MN

\$2,505,000 G.O. Improvement Bonds, Series 2006C

## Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2018	-	-	-	-	-
08/01/2018	-	-	12,400.00	12,400.00	-
02/01/2019	160,000.00	4.000%	12,400.00	172,400.00	184,800.00
08/01/2019	-	-	9,200.00	9,200.00	-
02/01/2020	160,000.00	4.000%	9,200.00	169,200.00	178,400.00
08/01/2020	-	-	6,000.00	6,000.00	-
02/01/2021	150,000.00	4.000%	6,000.00	156,000.00	162,000.00
08/01/2021	-	-	3,000.00	3,000.00	-
02/01/2022	150,000.00	4.000%	3,000.00	153,000.00	156,000.00
<b>Total</b>	<b>\$620,000.00</b>	<b>-</b>	<b>\$61,200.00</b>	<b>\$681,200.00</b>	<b>-</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	12/28/2017
Average Life	2.559 Years
Average Coupon	3.9999998%
Weighted Average Maturity (Par Basis)	2.559 Years
Weighted Average Maturity (Original Price Basis)	2.559 Years

## Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017



# City of Grand Rapids, MN

\$705,000 General Obligation Refunding Bonds, Dated December 28, 2017

Current Ref 2007A

Assuming Current GO BQ "A1" Market Rates

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	5,847.15	5,847.15	-
02/01/2019	140,000.00	1.100%	4,941.25	144,941.25	150,788.40
08/01/2019	-	-	4,171.25	4,171.25	-
02/01/2020	140,000.00	1.250%	4,171.25	144,171.25	148,342.50
08/01/2020	-	-	3,296.25	3,296.25	-
02/01/2021	140,000.00	1.450%	3,296.25	143,296.25	146,592.50
08/01/2021	-	-	2,281.25	2,281.25	-
02/01/2022	140,000.00	1.550%	2,281.25	142,281.25	144,562.50
08/01/2022	-	-	1,196.25	1,196.25	-
02/01/2023	145,000.00	1.650%	1,196.25	146,196.25	147,392.50
<b>Total</b>	<b>\$705,000.00</b>	<b>-</b>	<b>\$32,678.40</b>	<b>\$737,678.40</b>	<b>-</b>

## Yield Statistics

Bond Year Dollars	\$2,189.63
Average Life	3.106 Years
Average Coupon	1.4924199%
Net Interest Cost (NIC)	1.8787875%
True Interest Cost (TIC)	1.8922717%
Bond Yield for Arbitrage Purposes	1.9080967%
All Inclusive Cost (AIC)	2.5096576%

## IRS Form 8038

Net Interest Cost	1.4924199%
Weighted Average Maturity	3.106 Years

# City of Grand Rapids, MN

\$705,000 General Obligation Refunding Bonds, Dated December 28, 2017

Current Ref 2007A

Assuming Current GO BQ "A1" Market Rates

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	-	(3,806.00)	-	3,806.00
02/01/2019	150,788.40	150,788.40	158,090.00	7,301.60
02/01/2020	148,342.50	148,342.50	152,760.00	4,417.50
02/01/2021	146,592.50	146,592.50	152,430.00	5,837.50
02/01/2022	144,562.50	144,562.50	151,827.50	7,265.00
02/01/2023	147,392.50	147,392.50	151,017.50	3,625.00
<b>Total</b>	<b>\$737,678.40</b>	<b>\$733,872.40</b>	<b>\$766,125.00</b>	<b>\$32,252.60</b>

## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	27,153.87
Net PV Cashflow Savings @ 1.908%(Bond Yield)....	27,153.87
Contingency or Rounding Amount.....	3,806.00
Net Present Value Benefit	\$30,959.87
Net PV Benefit / \$723,363.37 PV Refunded Debt Service	4.280%
Net PV Benefit / \$680,000 Refunded Principal...	4.553%
Net PV Benefit / \$705,000 Refunding Principal..	4.391%

## Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017



# City of Grand Rapids, MN

\$1,775,000 G.O. Improvement Bonds, Series 2007A

## Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2018	-	-	-	-	-
08/01/2018	-	-	14,045.00	14,045.00	-
02/01/2019	130,000.00	4.100%	14,045.00	144,045.00	158,090.00
08/01/2019	-	-	11,380.00	11,380.00	-
02/01/2020	130,000.00	4.100%	11,380.00	141,380.00	152,760.00
08/01/2020	-	-	8,715.00	8,715.00	-
02/01/2021	135,000.00	4.150%	8,715.00	143,715.00	152,430.00
08/01/2021	-	-	5,913.75	5,913.75	-
02/01/2022	140,000.00	4.150%	5,913.75	145,913.75	151,827.50
08/01/2022	-	-	3,008.75	3,008.75	-
02/01/2023	145,000.00	4.150%	3,008.75	148,008.75	151,017.50
<b>Total</b>	<b>\$680,000.00</b>	<b>-</b>	<b>\$86,125.00</b>	<b>\$766,125.00</b>	<b>-</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	12/28/2017
Average Life	3.150 Years
Average Coupon	4.1403417%
Weighted Average Maturity (Par Basis)	3.150 Years
Weighted Average Maturity (Original Price Basis)	3.150 Years

## Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017



# City of Grand Rapids, Minnesota

\$725,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2008A

Assuming Current GO BQ "A1" Market Rates

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	9,166.40	9,166.40	-
02/01/2019	30,000.00	1.100%	7,746.25	37,746.25	46,912.65
08/01/2019	-	-	7,581.25	7,581.25	-
02/01/2020	30,000.00	1.250%	7,581.25	37,581.25	45,162.50
08/01/2020	-	-	7,393.75	7,393.75	-
02/01/2021	35,000.00	1.450%	7,393.75	42,393.75	49,787.50
08/01/2021	-	-	7,140.00	7,140.00	-
02/01/2022	35,000.00	1.550%	7,140.00	42,140.00	49,280.00
08/01/2022	-	-	6,868.75	6,868.75	-
02/01/2023	40,000.00	1.650%	6,868.75	46,868.75	53,737.50
08/01/2023	-	-	6,538.75	6,538.75	-
02/01/2024	40,000.00	1.750%	6,538.75	46,538.75	53,077.50
08/01/2024	-	-	6,188.75	6,188.75	-
02/01/2025	45,000.00	1.900%	6,188.75	51,188.75	57,377.50
08/01/2025	-	-	5,761.25	5,761.25	-
02/01/2026	45,000.00	1.950%	5,761.25	50,761.25	56,522.50
08/01/2026	-	-	5,322.50	5,322.50	-
02/01/2027	45,000.00	2.050%	5,322.50	50,322.50	55,645.00
08/01/2027	-	-	4,861.25	4,861.25	-
02/01/2028	45,000.00	2.200%	4,861.25	49,861.25	54,722.50
08/01/2028	-	-	4,366.25	4,366.25	-
02/01/2029	50,000.00	2.300%	4,366.25	54,366.25	58,732.50
08/01/2029	-	-	3,791.25	3,791.25	-
02/01/2030	55,000.00	2.450%	3,791.25	58,791.25	62,582.50
08/01/2030	-	-	3,117.50	3,117.50	-
02/01/2031	50,000.00	2.550%	3,117.50	53,117.50	56,235.00
08/01/2031	-	-	2,480.00	2,480.00	-
02/01/2032	55,000.00	2.650%	2,480.00	57,480.00	59,960.00
08/01/2032	-	-	1,751.25	1,751.25	-
02/01/2033	60,000.00	2.750%	1,751.25	61,751.25	63,502.50
08/01/2033	-	-	926.25	926.25	-
02/01/2034	65,000.00	2.850%	926.25	65,926.25	66,852.50
<b>Total</b>	<b>\$725,000.00</b>	<b>-</b>	<b>\$165,090.15</b>	<b>\$890,090.15</b>	<b>-</b>

## Yield Statistics

Bond Year Dollars	\$6,941.46
Average Life	9.574 Years
Average Coupon	2.3783208%
Net Interest Cost (NIC)	2.5036547%
True Interest Cost (TIC)	2.5050474%
Bond Yield for Arbitrage Purposes	1.9080967%
All Inclusive Cost (AIC)	2.7265979%

## IRS Form 8038

Net Interest Cost	2.3783208%
Weighted Average Maturity	9.574 Years

# City of Grand Rapids, Minnesota

\$725,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2008A

Assuming Current GO BQ "A1" Market Rates

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	-	1,795.25	-	(1,795.25)
02/01/2019	46,912.65	46,912.65	56,700.00	9,787.35
02/01/2020	45,162.50	45,162.50	55,650.00	10,487.50
02/01/2021	49,787.50	49,787.50	59,600.00	9,812.50
02/01/2022	49,280.00	49,280.00	58,340.00	9,060.00
02/01/2023	53,737.50	53,737.50	62,020.00	8,282.50
02/01/2024	53,077.50	53,077.50	60,480.00	7,402.50
02/01/2025	57,377.50	57,377.50	63,940.00	6,562.50
02/01/2026	56,522.50	56,522.50	62,180.00	5,657.50
02/01/2027	55,645.00	55,645.00	65,380.00	9,735.00
02/01/2028	54,722.50	54,722.50	63,355.00	8,632.50
02/01/2029	58,732.50	58,732.50	66,330.00	7,597.50
02/01/2030	62,582.50	62,582.50	69,030.00	6,447.50
02/01/2031	56,235.00	56,235.00	66,500.00	10,265.00
02/01/2032	59,960.00	59,960.00	68,970.00	9,010.00
02/01/2033	63,502.50	63,502.50	71,210.00	7,707.50
02/01/2034	66,852.50	66,852.50	73,220.00	6,367.50
<b>Total</b>	<b>\$890,090.15</b>	<b>\$891,885.40</b>	<b>\$1,022,905.00</b>	<b>\$131,019.60</b>

## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	114,616.43
Net PV Cashflow Savings @ 1.908%(Bond Yield)....	114,616.43
Contingency or Rounding Amount.....	(1,795.25)
Net Present Value Benefit	\$112,821.18
Net PV Benefit / \$867,886.37 PV Refunded Debt Service	13.000%
Net PV Benefit / \$705,000 Refunded Principal...	16.003%
Net PV Benefit / \$725,000 Refunding Principal..	15.562%

## Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017

# City of Grand Rapids, MN

\$850,000 G.O. TIF Bonds, Series 2008A

## Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2018	-	-	-	-	-
08/01/2018	-	-	15,850.00	15,850.00	-
02/01/2019	25,000.00	4.200%	15,850.00	40,850.00	56,700.00
08/01/2019	-	-	15,325.00	15,325.00	-
02/01/2020	25,000.00	4.200%	15,325.00	40,325.00	55,650.00
08/01/2020	-	-	14,800.00	14,800.00	-
02/01/2021	30,000.00	4.200%	14,800.00	44,800.00	59,600.00
08/01/2021	-	-	14,170.00	14,170.00	-
02/01/2022	30,000.00	4.400%	14,170.00	44,170.00	58,340.00
08/01/2022	-	-	13,510.00	13,510.00	-
02/01/2023	35,000.00	4.400%	13,510.00	48,510.00	62,020.00
08/01/2023	-	-	12,740.00	12,740.00	-
02/01/2024	35,000.00	4.400%	12,740.00	47,740.00	60,480.00
08/01/2024	-	-	11,970.00	11,970.00	-
02/01/2025	40,000.00	4.400%	11,970.00	51,970.00	63,940.00
08/01/2025	-	-	11,090.00	11,090.00	-
02/01/2026	40,000.00	4.500%	11,090.00	51,090.00	62,180.00
08/01/2026	-	-	10,190.00	10,190.00	-
02/01/2027	45,000.00	4.500%	10,190.00	55,190.00	65,380.00
08/01/2027	-	-	9,177.50	9,177.50	-
02/01/2028	45,000.00	4.500%	9,177.50	54,177.50	63,355.00
08/01/2028	-	-	8,165.00	8,165.00	-
02/01/2029	50,000.00	4.600%	8,165.00	58,165.00	66,330.00
08/01/2029	-	-	7,015.00	7,015.00	-
02/01/2030	55,000.00	4.600%	7,015.00	62,015.00	69,030.00
08/01/2030	-	-	5,750.00	5,750.00	-
02/01/2031	55,000.00	4.600%	5,750.00	60,750.00	66,500.00
08/01/2031	-	-	4,485.00	4,485.00	-
02/01/2032	60,000.00	4.600%	4,485.00	64,485.00	68,970.00
08/01/2032	-	-	3,105.00	3,105.00	-
02/01/2033	65,000.00	4.600%	3,105.00	68,105.00	71,210.00
08/01/2033	-	-	1,610.00	1,610.00	-
02/01/2034	70,000.00	4.600%	1,610.00	71,610.00	73,220.00
<b>Total</b>	<b>\$705,000.00</b>	<b>-</b>	<b>\$317,905.00</b>	<b>\$1,022,905.00</b>	<b>-</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	12/28/2017
Average Life	9.999 Years
Average Coupon	4.5507503%
Weighted Average Maturity (Par Basis)	9.999 Years
Weighted Average Maturity (Original Price Basis)	9.999 Years

## Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017

# City of Grand Rapids, Minnesota

\$470,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2008B

Assuming Current GO BQ "A1" Market Rates

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	4,058.83	4,058.83	-
02/01/2019	80,000.00	1.100%	3,430.00	83,430.00	87,488.83
08/01/2019	-	-	2,990.00	2,990.00	-
02/01/2020	75,000.00	1.250%	2,990.00	77,990.00	80,980.00
08/01/2020	-	-	2,521.25	2,521.25	-
02/01/2021	80,000.00	1.450%	2,521.25	82,521.25	85,042.50
08/01/2021	-	-	1,941.25	1,941.25	-
02/01/2022	75,000.00	1.550%	1,941.25	76,941.25	78,882.50
08/01/2022	-	-	1,360.00	1,360.00	-
02/01/2023	80,000.00	1.650%	1,360.00	81,360.00	82,720.00
08/01/2023	-	-	700.00	700.00	-
02/01/2024	80,000.00	1.750%	700.00	80,700.00	81,400.00
<b>Total</b>	<b>\$470,000.00</b>	<b>-</b>	<b>\$26,513.83</b>	<b>\$496,513.83</b>	<b>-</b>

## Yield Statistics

Bond Year Dollars	\$1,693.08
Average Life	3.602 Years
Average Coupon	1.5660086%
Net Interest Cost (NIC)	1.8991286%
True Interest Cost (TIC)	1.9121489%
Bond Yield for Arbitrage Purposes	1.9080967%
All Inclusive Cost (AIC)	2.4478382%

## IRS Form 8038

Net Interest Cost	1.5660086%
Weighted Average Maturity	3.602 Years

# City of Grand Rapids, Minnesota

\$470,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2008B

Assuming Current GO BQ "A1" Market Rates

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	-	(870.67)	-	870.67
02/01/2019	87,488.83	87,488.83	90,360.00	2,871.17
02/01/2020	80,980.00	80,980.00	87,420.00	6,440.00
02/01/2021	85,042.50	85,042.50	89,340.00	4,297.50
02/01/2022	78,882.50	78,882.50	86,040.00	7,157.50
02/01/2023	82,720.00	82,720.00	87,590.00	4,870.00
02/01/2024	81,400.00	81,400.00	88,910.00	7,510.00
<b>Total</b>	<b>\$496,513.83</b>	<b>\$495,643.16</b>	<b>\$529,660.00</b>	<b>\$34,016.84</b>

## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	31,001.86
Net PV Cashflow Savings @ 1.908%(Bond Yield).....	31,001.86
Contingency or Rounding Amount.....	870.67
Net Present Value Benefit	\$31,872.53
Net PV Benefit / \$495,426.91 PV Refunded Debt Service	6.433%
Net PV Benefit / \$455,000 Refunded Principal...	7.005%
Net PV Benefit / \$470,000 Refunding Principal..	6.781%

## Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017





# City of Grand Rapids, MN

\$1,010,000 G.O. Street Reconstruction Bonds, Series 2008B

## Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2018	-	-	-	-	-
08/01/2018	-	-	10,180.00	10,180.00	-
02/01/2019	70,000.00	4.200%	10,180.00	80,180.00	90,360.00
08/01/2019	-	-	8,710.00	8,710.00	-
02/01/2020	70,000.00	4.400%	8,710.00	78,710.00	87,420.00
08/01/2020	-	-	7,170.00	7,170.00	-
02/01/2021	75,000.00	4.400%	7,170.00	82,170.00	89,340.00
08/01/2021	-	-	5,520.00	5,520.00	-
02/01/2022	75,000.00	4.600%	5,520.00	80,520.00	86,040.00
08/01/2022	-	-	3,795.00	3,795.00	-
02/01/2023	80,000.00	4.600%	3,795.00	83,795.00	87,590.00
08/01/2023	-	-	1,955.00	1,955.00	-
02/01/2024	85,000.00	4.600%	1,955.00	86,955.00	88,910.00
<b>Total</b>	<b>\$455,000.00</b>	<b>-</b>	<b>\$74,660.00</b>	<b>\$529,660.00</b>	<b>-</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	12/28/2017
Average Life	3.707 Years
Average Coupon	4.5370221%
Weighted Average Maturity (Par Basis)	3.707 Years
Weighted Average Maturity (Original Price Basis)	3.707 Years

## Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017

# City of Grand Rapids, Minnesota

\$505,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2008C

Assuming Current GO BQ "A1" Market Rates

## Debt Service Schedule

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
12/28/2017	-	-	-	-	-
08/01/2018	-	-	4,338.40	4,338.40	-
02/01/2019	90,000.00	1.100%	3,666.25	93,666.25	98,004.65
08/01/2019	-	-	3,171.25	3,171.25	-
02/01/2020	85,000.00	1.250%	3,171.25	88,171.25	91,342.50
08/01/2020	-	-	2,640.00	2,640.00	-
02/01/2021	85,000.00	1.450%	2,640.00	87,640.00	90,280.00
08/01/2021	-	-	2,023.75	2,023.75	-
02/01/2022	80,000.00	1.550%	2,023.75	82,023.75	84,047.50
08/01/2022	-	-	1,403.75	1,403.75	-
02/01/2023	80,000.00	1.650%	1,403.75	81,403.75	82,807.50
08/01/2023	-	-	743.75	743.75	-
02/01/2024	85,000.00	1.750%	743.75	85,743.75	86,487.50
<b>Total</b>	<b>\$505,000.00</b>	<b>-</b>	<b>\$27,969.65</b>	<b>\$532,969.65</b>	<b>-</b>

## Yield Statistics

Bond Year Dollars	\$1,791.29
Average Life	3.547 Years
Average Coupon	1.5614236%
Net Interest Cost (NIC)	1.8997269%
True Interest Cost (TIC)	1.9127906%
Bond Yield for Arbitrage Purposes	1.9080967%
All Inclusive Cost (AIC)	2.4567131%

## IRS Form 8038

Net Interest Cost	1.5614236%
Weighted Average Maturity	3.547 Years

# City of Grand Rapids, Minnesota

\$505,000 General Obligation Refunding Bonds, Series 2017B

Current Ref 2008C

Assuming Current GO BQ "A1" Market Rates

## Debt Service Comparison

Date	Total P+I	Net New D/S	Old Net D/S	Savings
02/01/2018	-	181.51	-	(181.51)
02/01/2019	98,004.65	98,004.65	101,900.00	3,895.35
02/01/2020	91,342.50	91,342.50	98,540.00	7,197.50
02/01/2021	90,280.00	90,280.00	95,020.00	4,740.00
02/01/2022	84,047.50	84,047.50	91,500.00	7,452.50
02/01/2023	82,807.50	82,807.50	87,820.00	5,012.50
02/01/2024	86,487.50	86,487.50	94,140.00	7,652.50
<b>Total</b>	<b>\$532,969.65</b>	<b>\$533,151.16</b>	<b>\$568,920.00</b>	<b>\$35,768.84</b>

## PV Analysis Summary (Net to Net)

Gross PV Debt Service Savings.....	33,692.11
Net PV Cashflow Savings @ 1.908%(Bond Yield).....	33,692.11
Contingency or Rounding Amount.....	(181.51)
Net Present Value Benefit	\$33,510.60
Net PV Benefit / \$532,711.86 PV Refunded Debt Service	6.291%
Net PV Benefit / \$490,000 Refunded Principal...	6.839%
Net PV Benefit / \$505,000 Refunding Principal..	6.636%

## Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017



# City of Grand Rapids, MN

\$1,145,000 G.O. Improvement Bonds, Series 2008C

## Prior Original Debt Service

Date	Principal	Coupon	Interest	Total P+I	Fiscal Total
02/01/2018	-	-	-	-	-
08/01/2018	-	-	10,950.00	10,950.00	-
02/01/2019	80,000.00	4.200%	10,950.00	90,950.00	101,900.00
08/01/2019	-	-	9,270.00	9,270.00	-
02/01/2020	80,000.00	4.400%	9,270.00	89,270.00	98,540.00
08/01/2020	-	-	7,510.00	7,510.00	-
02/01/2021	80,000.00	4.400%	7,510.00	87,510.00	95,020.00
08/01/2021	-	-	5,750.00	5,750.00	-
02/01/2022	80,000.00	4.600%	5,750.00	85,750.00	91,500.00
08/01/2022	-	-	3,910.00	3,910.00	-
02/01/2023	80,000.00	4.600%	3,910.00	83,910.00	87,820.00
08/01/2023	-	-	2,070.00	2,070.00	-
02/01/2024	90,000.00	4.600%	2,070.00	92,070.00	94,140.00
<b>Total</b>	<b>\$490,000.00</b>	<b>-</b>	<b>\$78,920.00</b>	<b>\$568,920.00</b>	<b>-</b>

## Yield Statistics

Base date for Avg. Life & Avg. Coupon Calculation	12/28/2017
Average Life	3.643 Years
Average Coupon	4.5339652%
Weighted Average Maturity (Par Basis)	3.643 Years
Weighted Average Maturity (Original Price Basis)	3.643 Years

## Refunding Bond Information

Refunding Dated Date	12/28/2017
Refunding Delivery Date	12/28/2017

Resolution No. \_\_\_\_\_

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

**Resolution Providing for the Sale of  
\$3,045,000 General Obligation Refunding Bonds, Series 2017B**

- A. WHEREAS, the City Council of the City of Grand Rapids, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$3,045,000 General Obligation Refunding Bonds, Series 2017B (the "Bonds"), to provide funds to current refund the Series 2006C, 2007A, 2008A, 2008B and 2008C issues of the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 5:00 PM on December 11, 2017, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 13th day of November 2017.

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

Resolution No. \_\_\_\_\_

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

**Resolution Providing for the Sale of  
\$3,045,000 General Obligation Refunding Bonds, Series 2017B**

- A. WHEREAS, the City Council of the City of Grand Rapids, Minnesota has heretofore determined that it is necessary and expedient to issue the City's \$3,045,000 General Obligation Refunding Bonds, Series 2017B (the "Bonds"), to provide funds to current refund the Series 2006C, 2007A, 2008A, 2008B and 2008C issues of the City; and
- B. WHEREAS, the City has retained Ehlers & Associates, Inc., in Roseville, Minnesota ("Ehlers"), as its independent municipal advisor for the Bonds in accordance with Minnesota Statutes, Section 475.60, Subdivision 2(9);

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

- 1. Authorization; Findings. The City Council hereby authorizes Ehlers to assist the City for the sale of the Bonds.
- 2. Meeting; Proposal Opening. The City Council shall meet at 5:00 PM on December 11, 2017, for the purpose of considering proposals for and awarding the sale of the Bonds.
- 3. Official Statement. In connection with said sale, the officers or employees of the City are hereby authorized to cooperate with Ehlers and participate in the preparation of an official statement for the Bonds and to execute and deliver it on behalf of the City upon its completion.

The motion for the adoption of the foregoing resolution was duly seconded by City Council Member \_\_\_\_\_ and, after full discussion thereof and upon a vote being taken thereon, the following City Council Members voted in favor thereof:

and the following voted against the same:

Whereupon said resolution was declared duly passed and adopted.

Dated this 13th day of November 2017.

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



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0793      **Version:** 1      **Name:** Hazardous Building 3515 River Road  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/3/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017

**Title:** Consider authorizing Public Works Department to solicit quotes and accept low quote for demolition of hazardous building and clean up of property located at 3515 River Road.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:** [Court Order](#)  
[Aerial photo](#)  
[American Disposal 3515 River Road](#)  
[Trout Enterprises 3515 River Road](#)  
[Hammerlund Construction 3515 River Road](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved	Pass

Consider authorizing Public Works Department to solicit quotes and accept low quote for demolition of hazardous building and clean up of property located at 3515 River Road.

**Background Information:**

This property was identified as a hazardous building by Building Official Travis Cole. The hazardous building action was completed in accordance with current MN Building Code. Please see attached court order dated October 9, 2017 permitting removal of all buildings and debris from property. The demolition will be paid for out of the general fund balance line item hazardous buildings condemnation. The property will be assessed the associated costs of the demolition with a goal of the city funds being reimbursed.

**Staff Recommendation:**

Staff recommends council authorize Public Works Department to solicit quotes and accept low quote of \$6975 from American Disposal, INC for building demolition and clean up of property located at 3515 River Road.

**Requested City Council Action**

Make a motion to authorize Public Works Department to solicit quotes and accept low quote of \$6975 from American Disposal, INC for building demolition and clean up of property located at 3515 River Road.

STATE OF MINNESOTA

DISTRICT COURT

COUNTY OF ITASCA

NINTH JUDICIAL DISTRICT

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City of Grand Rapids,  
a Municipal Corporation,

Plaintiff,

**ORDER**

vs.

James Harry Green, Ronald L.  
Farrell, and all unknown persons  
claiming any right, title or interest  
in the property herein described,

Court File No.: 31-CV-17-1485

Defendants.

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The above-entitled matter came on before the Honorable Lois J. Lang, Judge of District Court, on October 9, 2017, at 11:00 a.m., pursuant to a motion by Plaintiff to raze or remove structures on property owned by the Defendants and located at 3515 River Road, Grand Rapids, Minnesota.

Attorney Chad B. Sterle appeared on behalf of the City of Grand Rapids along with Travis Cole, Building Official for the City of Grand Rapids. The Defendants did not appear.

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

**FINDINGS OF FACT**

1. Defendants James Harry Green and Ronald L. Farrell are the owners of the property located at 3515 River Road in the City of Grand Rapids, County of Itasca, State of Minnesota, legally described as follows:

A tract of land in Government Lot Six (6), Section Thirty-five (35), Township Fifty-five (55) North, Range Twenty-five (25) West of the Fourth Principal Meridian, starting at the 1/16<sup>th</sup> corner No. 2 of Section 35, Township 55, Range 25, thence West along the North line of Government Lot 6 a distance of 910.1 feet, thence at an angle of 74 degrees 6 minutes from East to South a distance of 300 feet to the point of beginning, thence continuing along the last described line which is the East right-of-way line of State Aid Road No. 3 a distance of 150 feet, thence at an angle of 92 degrees 30 minutes from North to East a distance of 574 feet, more or less, to the bank of the Mississippi River; thence in a northwesterly direction along the bank of the river approximately 150 feet, thence in a westerly direction on a line parallel to the South line of said



tract a distance of 571 feet to the point of beginning (also known as 3515 River Road, Grand Rapids)

2. The City found the building on the premises to be hazardous and to constitute a fire hazard and a hazard to public safety and health as follows:
  - a. The building is found to be hazardous due to dilapidation taking place due to lack of maintenance and abandonment, and are so old, dilapidated and out of repair as to be dangerous, unsafe and otherwise unfit for human habitation or occupancy.
3. On July 7, 2016, the City of Grand Rapids gave the property owners notice to clean and repair said premises by August 8, 2016, but met with no action by the owners.
4. On October 10, 2016, the City of Grand Rapids passed a Resolution directing the Defendants to remove or raze the structures. Service of the Resolution was attempted several times on Defendants at their last known address of 5325 Clover Drive, Lisle, Illinois, but the Deputy was informed that Defendant Farrell was deceased and Defendant Green had moved with no forwarding address.
5. The Resolution and Notice of Hearing was then published in the Counties of Itasca, Minnesota and DuPage, Illinois, with the Affidavits of Publication on file with the Court, but as of the date of hearing there has been no response from Defendant Green.
6. Based upon the testimony presented at the hearing, the Court finds that if the buildings are not repaired it will pose a public safety risk.


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

**ORDER**

1. The City of Grand Rapids is granted the authority to remove the structures located at 3515 River Road in the City of Grand Rapids, County of Itasca, State of Minnesota.
2. Further, the City is authorized, pursuant to *Minnesota Statute 463.21*, to levy, as a one-time special assessment, the City's costs in removing and cleaning up the debris from the property as well as any legal costs, including publication costs, associated with this action.

Dated: October 9, 2017

BY THE COURT:

  
\_\_\_\_\_  
The Honorable Lois Lang  
Judge of District Court



Subject Property  
3515 River Road

River Rd



## **American Disposal, Inc.**

PO Box 368, Deer River, MN 56636  
218-246-8729 or fax 218-246-2635



October 23, 2017

City of Grand Rapids

Proposal for removal of house located off the River Rd in Grand Rapids

Removal of building, foundation and clean-up of garbage and debris in yard  
\$4850.00

Fill to bring crawl space to existing grade \$750.00

Topsoil, seed, And Straw \$625.00

Price do pump and abandon septic tank \$450.00

Price to seal well \$300.00

Estimated total \$6975.00

Any questions, please contact Dave at 218-246-8729, e-mail  
[refuse@paulbunyan.net](mailto:refuse@paulbunyan.net)

Thank you,

American Disposal  
David Villeneuve

**Residential and Commercial Service and  
Roll Off Containers Available**



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

**Building Removal**

*Due in the Administration Department located at 420 N. Pokegama Avenue,  
By November, 1 2017  
Grand Rapids, MN 55744*

**QUOTATION FORM**

ATTN: Nathan Morlan, Facilities Maintenance Manager (218-244-4068)

We, the undersigned, doing business as **Deer River Trucking, Inc.** have carefully examined the Quotation Documents and the sites of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City Council to furnish all labor, materials, equipment, skills and facilities for the complete demolition of buildings as described herein and as shown on the drawings for the prices listed below. The prices shown include all other applicable taxes and fees.

Property Location:

3515 River Road

Grand Rapids, MN 55744

Parcel #:

91-035-2410

ITEM	UNIT	QUANTITY	UNIT PRICE	BID AMOUNT
Demolition of all structures and removal of all debris from property. Remove and terminate all utility services to the building in accordance with City of Grand Rapids and State of Minnesota laws and regulations.	91-035-2410	1	\$7,500.00	\$7,500.00

**TOTAL \$7,500.00**

Dated this 31<sup>st</sup> day of October, 2017.

Name of Company: Deer River Trucking, Inc.

Signature of Authorized Representative



Title: Vice President

Legal Address: 43661 U.S. HWY 2, DEER RIVER, MN

Business Phone: 218-246-2810 Fax Number: 218-246-2086

Scope of Work:

- Contact Nathan Morlan City of Grand Rapids Facilities Maintenance Manager for site visit prior to submitting quote.
- Provide City of Grand Rapids minimum Commercial general liability insurance of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- Obtain required permits.
- The building is unsafe to enter for inspection. Dispose of all demolition according to City of Grand Rapids and State of Minnesota laws and regulations for hazardous material.
- Remove all buildings, concrete, sidewalks, driveways, foundations, etc.
- Remove all debris and garbage from property.
- Disconnect and terminate all utilities to the building in accordance with City of Grand Rapids and State of Minnesota laws and regulations including removal of private well and septic systems.
- Fill excavation sites with compacted fill and top soil.
- Establish turf at all excavation sites on the property.



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

**Building Removal**

*Due in the Administration Department located at 420 N. Pokegama Avenue,  
 By November, 1 2017  
 Grand Rapids, MN 55744*

**QUOTATION FORM**

ATTN: Nathan Morlan, Facilities Maintenance Manager (218-244-4068)

We, the undersigned, doing business as Hammerlund Construction Inc. have carefully examined the Quotation Documents and the sites of the proposed work, and are familiar with all of the conditions, laws and regulations surrounding the construction of the proposed project including the availability of materials and labor. We hereby propose to the City Council to furnish all labor, materials, equipment, skills and facilities for the complete demolition of buildings as described herein and as shown on the drawings for the prices listed below. The prices shown include all other applicable taxes and fees.

Property Location:  
 3515 River Road  
 Grand Rapids, MN 55744  
 Parcel #:  
 91-035-2410

ITEM	UNIT	QUANTITY	UNIT PRICE	BID AMOUNT
Demolition of all structures and removal of all debris from property. Remove and terminate all utility services to the building in accordance with City of Grand Rapids and State of Minnesota laws and regulations.	LS	1	8250.00	8250.00

TOTAL \$ 8250.00

Dated this 23 day of October, 2017.

Name of Company Hammerlund Construction Inc.

Signature of Authorized Representative 

Title President

Legal Address 40 Co Rd 63 Grand Rapids MN 55744

Business Phone 218-326-1881

Fax Number 218-326-9296

Scope of Work:

- Contact Nathan Morlan City of Grand Rapids Facilities Maintenance Manager for site visit prior to submitting quote.
- Provide City of Grand Rapids minimum Commercial general liability insurance of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- Obtain required permits.
- The building is unsafe to enter for inspection. Dispose of all demolition according to City of Grand Rapids and State of Minnesota laws and regulations for hazardous material.
- Remove all buildings, concrete, sidewalks, driveways, foundations, etc.
- Remove all debris and garbage from property.
- Disconnect and terminate all utilities to the building in accordance with City of Grand Rapids and State of Minnesota laws and regulations including removal of private well and septic systems.
- Fill excavation sites with compacted fill and top soil.
- Establish turf at all excavation sites on the property.



# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0768      **Version:** 1      **Name:** Consider accepting notice of retirement from Michele Palkki, Administrative Assistant.  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 10/20/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017

**Title:** Consider accepting notice of retirement from Michele Palkki, Administrative Assistant.

**Sponsors:**

**Indexes:**

**Code sections:**

**Attachments:**

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved As Presented	Pass

Consider accepting notice of retirement from Michele Palkki, Administrative Assistant.

**Background Information:**

Michele Palkki, Administrative Assistant, has submitted her notice of retirement. Michele began her employment with the City of Grand Rapids in 1981 through the Comprehensive Employment and Training Act (CETA), which was a United States federal law enacted by the Congress to train workers and provide them with jobs in the public service. When the CETA funding ended in 1982, Michele stayed on part-time in the Joint Recreation Department until March 25, 1985, when she was hired full-time in Public Works. Over the past 35+ years of dedicated employment, Michele has worked for several individuals and in almost every department including Public Works, Parks and Recreation/Civic Center, Finance, and most recently in the Administration Department as Administrative Assistant.

**Staff Recommendation:**

City Administrator Tom Pagel and Human Resources Director Lynn DeGrio are recommending accepting Michele Palkki's notice of retirement. On behalf of the City of Grand Rapids, we would like to wish Michele many happy retirement years.

**Requested City Council Action**

Make a motion to accept the notice of retirement from Michele Palkki, Administrative Assistant, effective January 31, 2018 and authorize City staff to begin the process of filling the vacancy.





# CITY OF GRAND RAPIDS

## Legislation Details (With Text)

**File #:** 17-0796      **Version:** 1      **Name:** Consider accepting the resignation from Amanda MacDonell, Firefighter.  
**Type:** Agenda Item      **Status:** Passed  
**File created:** 11/6/2017      **In control:** City Council  
**On agenda:** 11/13/2017      **Final action:** 11/13/2017  
**Title:** Consider accepting the resignation from Amanda MacDonell, Firefighter.  
**Sponsors:**  
**Indexes:**  
**Code sections:**  
**Attachments:** [MacDonell, Amanda resignation](#)

Date	Ver.	Action By	Action	Result
11/13/2017	1	City Council	Approved As Presented	Pass

Consider accepting the resignation from Amanda MacDonell, Firefighter.

### **Background Information:**

Amanda MacDonell, Firefighter, was hired on October 11, 2006. In her letter of resignation, Amanda stated that she is grateful for the relationships she has built during the past 11 years with Grand Rapids Fire, for the lessons learned, and for the experiences gained. According to past performance appraisals, Amanda has been a self-motivated, dependable, dedicated and reliable member of the Department. Her 11 years of service on the Grand Rapids Fire Department have been greatly appreciated.

### **Staff Recommendation:**

Fire Chief Mike Liebel and Human Resources Director Lynn DeGrio are recommending accepting the resignation from Amanda MacDonell, Firefighter, with appreciation for her 11 years of service on the Grand Rapids Fire Department.

### **Requested City Council Action**

Make a motion to accept the resignation of Amanda MacDonell, Firefighter, effective December 1, 2017.

October 30, 2017

Fire Chief Mike Liebel  
City of Grand Rapids  
420 N Pokegama Ave  
Grand Rapids, MN 55744

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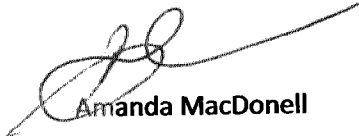
Dear Chief Liebel, other Chief Officers, Mayor Adams, and City Council,

This letter is to inform you that I am submitting my notice of resignation from the Grand Rapids Fire Department effective December 1, 2017.

The fire service demands a great deal of each member's time, and I feel that I am unable to give sufficient time and attention to all of the various aspects required of a firefighter with the City of Grand Rapids.

I am grateful for the relationships I have built during the past 11 years with Grand Rapids Fire, for the lessons learned, and for the experiences gained. I wish my fellow brothers and sister in the department safety, health, and wellness into the future!

Sincerely,



Amanda MacDonell